



ORDINARY MEETING OF COUNCIL

AGENDA

3 FEBRUARY 2026

Notice is hereby given, in accordance with the provisions of the Local Government Act 1993 that an **ORDINARY MEETING of ORANGE CITY COUNCIL** will be held in the **COUNCIL CHAMBER, CIVIC CENTRE, BYNG STREET, ORANGE** on **Tuesday, 3 February 2026** commencing at **6:30 PM**.

Scott Maunder
CHIEF EXECUTIVE OFFICER

For apologies, please contact Executive Support on 6393 8391.

AGENDA

EVACUATION PROCEDURE

In the event of an emergency, the building may be evacuated. You will be required to vacate the building by the rear entrance and gather at the breezeway between the Library and Art Gallery buildings. This is Council's designated emergency muster point.

Under no circumstances is anyone permitted to re-enter the building until the all clear has been given and the area deemed safe by authorised personnel.

In the event of an evacuation, a member of Council staff will assist any member of the public with a disability to vacate the building.

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Environmental Sustainability - Chaired by Cr David Mallard		
Finance - Chaired by Cr Steven Peterson		
Infrastructure - Chaired by Cr Jeff Whitton		
Recreation & Culture - Chaired by Cr Tammy Greenhalgh		
Services - Chaired by Cr Marea Ruddy		
Regional & Economic Development - Chaired by Cr Tony Mileto (Mayor)		
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1 INTRODUCTION

1.1 Apologies and Leave of Absence

1.2 Livestreaming and Recording

This Council Meeting is being livestreamed and recorded. By speaking at the Council Meeting you agree to being livestreamed and recorded. Please ensure that if and when you speak at this Council Meeting that you ensure you are respectful to others and use appropriate language at all times. Orange City Council accepts no liability for any defamatory or offensive remarks or gestures made during the course of this Council Meeting. A recording will be made for administrative purposes and will be available to Councillors.

1.3 Acknowledgement of Country

I would like to acknowledge the Traditional Custodians of the land on which we meet today, the people of the Wiradjuri Nation. I pay my respects to Elders past and present, and extend those respects to Aboriginal Peoples of Orange and surrounds, and Aboriginal people here with us today.

1.4 Declaration of pecuniary interests, significant non-pecuniary interests and less than significant non-pecuniary interests

The provisions of Chapter 14 of the Local Government Act, 1993 (the Act) regulate the way in which Councillors and designated staff of Council conduct themselves to ensure that there is no conflict between their private interests and their public role.

The Act prescribes that where a member of Council (or a Committee of Council) has a direct or indirect financial (pecuniary) interest in a matter to be considered at a meeting of the Council (or Committee), that interest must be disclosed as soon as practicable after the start of the meeting and the reasons given for declaring such interest.

As members are aware, the provisions of the Local Government Act restrict any member who has declared a pecuniary interest in any matter from participating in the discussion or voting on that matter, and requires that member to vacate the Chamber.

Council's Code of Conduct provides that if members have a non-pecuniary conflict of interest, the nature of the conflict must be disclosed. The Code of Conduct also provides for a number of ways in which a member may manage non pecuniary conflicts of interest.

RECOMMENDATION

It is recommended that Councillors now disclose any conflicts of interest in matters under consideration by the Council at this meeting.

COUNCIL MEETING ADJOURNS FOR THE CONDUCT OF THE OPEN FORUM

COUNCIL MEETING RESUMES

2 MAYORAL MINUTES

Nil

3 CONFIRMATION OF MINUTES OF PREVIOUS MEETING

RECOMMENDATION

That the Minutes of the Ordinary Meeting of Orange City Council held on 16 December 2025 (copies of which were circulated to all members) be and are hereby confirmed as a true and accurate records of the proceedings of the Council meeting held on 16 December 2025.

RECOMMENDATION

That the Minutes of the Extraordinary Meeting of Orange City Council held on 22 January 2026 (copies of which were circulated to all members) be and are hereby confirmed as a true and accurate records of the proceedings of the Council meeting held on 22 January 2026.

ATTACHMENTS

- 1 Minutes of the Ordinary Meeting of Orange City Council held on 16 December 2025
- 2 Minutes of the Extraordinary Meeting of Orange City Council held on 22 January 2026



MINUTES OF THE ORDINARY MEETING OF COUNCIL
HELD IN COUNCIL CHAMBER, CIVIC CENTRE, BYNG STREET, ORANGE
ON 16 DECEMBER 2025
COMMENCING AT 6.50PM

1 INTRODUCTION

ATTENDANCE

Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy (*Audiovisual Link*), Cr G Judge (*Audiovisual Link*), Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Acting Chief Executive Officer, Director Corporate & Commercial Services, Director Development Services, Acting Director Community, Recreation & Cultural Services (Stanford), Manager Corporate Governance, Chief Financial Officer, Governance Lead, Manager Communications & Engagement, Manager Water & Sewer (Strategic), Manager Water Treatment, Communications Lead, Manager Engineering Services

1.1 APOLOGIES

Nil.

RESOLVED - 25/677

Cr T Greenhalgh/Cr G Power

That Cr Duffy & Cr Judge be permitted to attend the Council Meeting of Orange City Council on 16 December 2025 via Audiovisual Link.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr F Kinghorne,

Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Nil

1.2 LIVESTREAMING AND RECORDING

The Mayor advised that the meeting was being livestreamed and recorded.

1.3 ACKNOWLEDGEMENT OF COUNTRY

Cr McDonell conducted an Acknowledgement of Country.

1.4 DECLARATION OF PECUNIARY INTERESTS, SIGNIFICANT NON-PECUNIARY INTERESTS AND LESS THAN SIGNIFICANT NON-PECUNIARY INTERESTS

Cr Kinghorne declared a Significant Pecuniary Interest in Item 5.4 – Development Application DA 233/2015(3) as her husband's consulting company has undertaken work on this site.

Cr Power declared a Significant Non-Pecuniary Interest in Item 4.3 – Notice of rescission – Requests for Donations - Gnoo Blas Classic Car Club as he is a member of the club.

Cr Mileto declared a Non-Significant Non-Pecuniary Interest in Item 4.3 – Notice of rescission – Requests for Donations - Gnoo Blas Classic Car Club as he is a member of the club.

Council observed a minute silence to pay respect to the victims, families and those impacted in the events that occurred on Sunday evening at Bondi Beach

1.5 OPENING PRAYER

Reverend Andrew Cunningham of the Orange Uniting Church led the Council in Prayer.

THE MAYOR DECLARED THE ORDINARY MEETING OF COUNCIL ADJOURNED FOR THE CONDUCT OF THE OPEN FORUM AT 6.58PM

Item 5.3 – Development Application DA 233/2025 (1) 33 Colliers Avenue

- James Course – Regional Dooh Pty Ltd

Council Meeting Item 4.2 - Notice of Motion – Supporting Growth of Pickleball

- Chris Doucas

THE MAYOR DECLARED THE ORDINARY MEETING OF COUNCIL RESUMED AT 7.12PM

2 MAYORAL MINUTES**2.1 MAYORAL MINUTE - CNSWJO MAYORAL BOARD REPORT AND ANNUAL PERFORMANCE STATEMENT**

TRIM REFERENCE: 2025/2550

RESOLVED - 25/678

Cr T Mileto/Cr M McDonell

That Council note the Mayoral Minute on the Central NSW Joint Organisation (CNSWJO) Board meeting on 12 November 2025 held in Sydney.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Nil

Cr Peterson asked why our Council appeared to be receiving the most cost benefit from this relationship.

The Director Corporate & Commercial Services advised that the electricity contract in place in particular contributes to the savings benefit and that generally, we participate more and therefore receive more benefit.

2.2 MAYORAL MINUTE - COUNTRY MAYORS ASSOCIATION MINUTES - 14 NOVEMBER 2025

TRIM REFERENCE: 2025/2653

RESOLVED - 25/679**Cr T Mileto/Cr T Greenhalgh**

That Council note the Mayoral Minute on the Country Mayors Association (CMA) Meeting Minutes held on the 14 November 2025 in Sydney.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Nil

3 CONFIRMATION OF MINUTES OF PREVIOUS MEETING**RESOLVED - 25/680****Cr M McDonell/Cr S Peterson**

That the Minutes of the Ordinary Meeting of Orange City Council held on 2 December 2025 (copies of which were circulated to all members) be and are hereby confirmed as a true and accurate record of the proceedings of the Council meeting held on 2 December 2025.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Nil

Cr Kinghorne asked if there will be provisions in place to account for community members who have pre-paid for parking at Ophir Car Park.

The Director Development Services advised permit holders can either seek a refund or ask to extend their pre-paid parking period.

Cr Ruddy asked for the cost of recent footpath replacement on Lords Place.

The Acting Chief Executive Officer advised the cost was approximately \$6,000 for these works.

Cr Ruddy enquired as to the budget allocations to complete tree removal works at both McLachlan and Lords Place sites.

The Acting Chief Executive Officer advised that the budget is already allocated for the tree removal work on Lords Place and that the McLachlan Street tree removal will be allocated from the tree care budget, which has not been fully expended.

RESOLVED - 25/681**Cr J Whitton/Cr J Stedman**

That the Minutes of the Extraordinary Meeting of Orange City Council held on 9 December 2025 (copies of which were circulated to all members) be and are hereby confirmed as a true and accurate record of the proceedings of the Council meeting held on 9 December 2025.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Nil

4 NOTICES OF MOTION/NOTICES OF RESCISSION**4.1 NOTICE OF MOTION - THE GLENN TAYLOR HANGAR**

TRIM REFERENCE: 2025/2614

RESOLVED - 25/682**Cr M Ruddy/Cr J Stedman**

To Council refer consideration of naming the emergency helicopter retrieval base at the Orange Airport the Glenn Taylor Hangar in recognition of his service to the Orange community and his work in supporting the 24-hour retrieval service to the Orange Airport Community Committee for consultation before returning to Council to determine the naming.

For: Cr T Mileto (Mayor), Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Cr K Duffy, Cr T Greenhalgh, Cr G Judge

Absent: Nil

4.2 NOTICE OF MOTION - SUPPORTING GROWTH OF PICKLE BALL IN ORANGE

TRIM REFERENCE: 2025/2545

RESOLVED - 25/683**Cr T Greenhalgh/Cr G Power**

That Council provide a formal Letter of Endorsement to the Orange Pickleball Club acknowledging the rapid growth, high participation engagement and demonstrated community health & social benefits of the sport – to assist the Club in securing external investment, sponsorships and grant funding to develop and maintain a professional multi-court indoor pickle ball facility in Orange.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Nil

Cr Mileto asked if providing a formal letter of endorsement is problematic, as it provides a commitment to only one group and not all those that might use the facilities.

The Acting Chief Executive Officer advised this is complicated as the Naylor Pavillion is used for many community activities other than sport. It was also noted that the flooring touched on in the motion needs to be able to accommodate all of these activities.

Cr Ruddy asked whether it is just a case of painting markings on the floor for the various activities.

The Acting Chief Executive Officer advised that is not the case and Council needs to ensure the surface is trafficable, and that no one group is precluded from using the facility.

Cr Ruddy asked what the impact of leasing the facility to PCYC would be.

The Acting Chief Executive Officer advised that Council would lose control of usage allocation of the facility if this was to happen.

Cr McDonell asked for confirmation that if part 1 only of the motion was passed, that the intention would still be to use the Naylor Pavillion for these purposes.

The Acting Chief Executive Officer advise that is correct and that a booking system would be needed for Council to manage this.

Cr Power left the meeting with the time being 7.53pm

4.3 NOTICE OF RESCISSION - SMALL DONATIONS - REQUESTS FOR DONATIONS - GNOO BLAS CLASSIC CAR CLUB

TRIM REFERENCE: 2025/2639

Cr Power declared a Significant Non-Pecuniary Interest in this item as he is a member of Gnoo Blas Classic Car club, left the meeting and did not participate in discussion or voting on this item.

Cr Mileto declared a Non-Significant Non-Pecuniary Interest in this item as he is a member of Gnoo Blas Classic Car club.

MOTION**Cr K Duffy/Cr T Greenhalgh**

That Council rescind the following resolution of Council from its Finance Policy Committee Meeting on 2 December 2025:

RESOLVED - 25/646**Cr M McDonell/Cr M Ruddy**

2(b) That Council donate \$411 to Gnoo Blas Classic Car Club to contribute to the cost of Naylor Pavillion hire.

For: Cr S Peterson (Chairperson), Cr T Mileto (Mayor), Cr F Kinghorne, Cr M McDonell, Cr M Ruddy

Against: Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr J Stedman

Absent: Cr D Mallard, Cr J Whitton, Cr G Power

THE RESCISSION MOTION ON BEING PUT WAS LOST

For: Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr J Stedman, Cr J Whitton

Against: Cr T Mileto (Mayor), Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr M Ruddy

Absent: Cr G Power

Cr Power returned to the meeting with the time being 8.03pm

5 GENERAL REPORTS**5.1 SMALL DONATIONS - PROCESS CORRECTION - ORANGE CITY BOWLING CLUB**

TRIM REFERENCE: 2025/2676

MOTION**Cr S Peterson/Cr M Ruddy**

That Council determines the following application:

a) To donate \$2,500 to Orange City Bowling Club Ltd to contribute to accommodation, food and beverage facilities for participants and their families attending the Golden Eagle event.

THE MOTION ON BEING PUT WAS LOST

For: Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr J Whitton

Against: Cr T Mileto (Mayor), Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman

Absent: Nil

5.2 CONFIRMATION OF MINUTES FROM POLICY COMMITTEE MEETINGS 2 DECEMBER 2025

TRIM REFERENCE: 2025/2692

RESOLVED - 25/684

Cr S Peterson/Cr F Kinghorne

- 1 That the Minutes of the Planning & Development Policy Committee at its meeting held on 2 December 2025 be and are hereby confirmed as a true and accurate record of the proceedings.
- 2 That the Minutes of the Environmental Sustainability Policy Committee at its meeting held on 2 December 2025 be and are hereby confirmed as a true and accurate record of the proceedings.
- 3 That the Minutes of the Finance Policy Committee at its meeting held on 2 December 2025 be and are hereby confirmed as a true and accurate record of the proceedings.
- 4 That the Minutes of the Infrastructure Policy Committee at its meeting held on 2 December 2025 be and are hereby confirmed as a true and accurate record of the proceedings.
- 5 That the Minutes of the Services Policy Committee at its meeting held on 2 December 2025 be and are hereby confirmed as a true and accurate record of the proceedings.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Nil

5.3 DEVELOPMENT APPLICATION DA 233/2025(1) - 33 COLLIER'S AVENUE

TRIM REFERENCE: 2025/2355

RESOLVED - 25/685

Cr M McDonell/Cr M Ruddy

That Council APPROVES development application DA 233/2025(1) for Advertisement (digital freestanding billboard sign) at Lot 95 DP 1180866, 33 Colliers Avenue, as per the Notice of Approval with the following conditions from the provided operational management plan included:

- 1 All content is to be static, no moving
- 2 No advertisement must be displayed for less than 30 seconds
- 3 The sign operational hours will be 4am – 11.59pm
- 4 During the operation of the sign, the maximum average luminance and threshold increment values as specified in below must not be exceeded:
 - a) Maximum average luminance:
 - (i) Full sun on face of signage: No limit
 - (ii) Daytime luminance: 4000cd/m²
 - (iii) Morning and evening twilight and overcast weather: 400 cd/m²
 - (iv) Night time: 200cd/m²
- 5 The transition from one advertisement to another must be instantaneous
- 6 The sign must not display content, images or text:
 - a) Giving the illusion of continuous movement
 - b) Capable of being mistaken for traffic signals or traffic control devices, including red, amber or green, circles, octagons, crosses or triangles
 - c) With a flashing background, flashing text, flashing images, blinking or fading elements that create the illusion of movement
 - d) Containing any animation
 - e) Capable of being interpreted as projections beyond the face of the advertising screen such as through 3D technology
 - f) Containing video, movie or television broadcasts
- 7 The sign operates with a maximum of 10 advertisers each week
- 8 A minimum of 50% of all content displayed over a 12 month period must come from businesses who operate within Orange City Council
- 9 In the event that traffic accidents are shown to have occurred as a direct result of the installed signage, and such causation is supported by expert evidence, the permit holder shall, upon request by the relevant authority, remove the sign

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr D Mallard, Cr M McDonell, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Cr F Kinghorne, Cr S Peterson

Absent: Nil

Cr Kinghorne left the meeting with the time being 8.24pm

5.4 DEVELOPMENT APPLICATION DA 233/2015(3) - 9 HILLDALE CRESCENT

TRIM REFERENCE: 2025/2656

Cr Kinghorne declared a Significant Pecuniary interest in this item as her husband's consulting company has undertaken work on this site, left the meeting and did not participate in voting or discussion on this item.

MOTION**Cr S Peterson/Cr J Stedman**

That Council confirms approval of development application DA 233/2015(3) for Subdivision (37 Lot Residential, Open Space and Drainage Reserve (amendment to building envelope and tree removal on Lot 303 Hilldale Crescent) at Lot 339 DP 1272081 - 9 Hilldale Crescent, Orange, pursuant to the conditions of consent in the attached Notice of Approval.

AMENDMENT**Cr D Mallard/Cr M McDonell**

That Council confirms approval of development application DA 233/2015(3) for Subdivision (37 Lot Residential, Open Space and Drainage Reserve (amendment to building envelope and tree removal on Lot 303 Hilldale Crescent) at Lot 339 DP 1272081 - 9 Hilldale Crescent, Orange, pursuant to the conditions of consent in the attached Notice of Approval with the additional conditions determined in seriatim:

- 1 Prior to its removal, the tree shall be checked for wildlife by an approved ecological consultant/wildlife rescue carer and appropriate action taken with regard to any wildlife found,
- 2 The tree canopy shall be dismantled using soft fall techniques to create a habitat stag, then the trunk and retained limbs shall be lowered to the ground using soft fall techniques to ensure that it remains complete, and
- 3 The habitat stag shall then be relocated and permanently placed at an appropriate location, either on the Lot or at an alternative site to be determined by Council staff.

RESOLVED - 25/686**Cr D Mallard/Cr M McDonell**

(1) That prior to its removal, the tree shall be checked for wildlife by an approved ecological consultant/wildlife rescue carer and appropriate action taken with regard to any wildlife found.

For: Cr T Mileto (Mayor), Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman

Against: Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr J Whitton, Cr G Judge

Absent: Cr F Kinghorne

MOTION**Cr D Mallard/Cr M McDonell**

(2) That the Tree canopy shall be dismantled using soft fall techniques to create a habitat stag, then the trunk and retained limbs shall be lowered to the ground using soft fall techniques to ensure it remains complete.

For: Cr D Mallard, Cr M McDonell, Cr G Power, Cr M Ruddy, Cr J Stedman

Against: Cr T Mileto (Mayor), Cr K Duffy, Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr S Peterson Cr J Whitton

Absent: Cr F Kinghorne

THE MOTION ON BEING PUT WAS LOST

MOTION**Cr D Mallard/Cr M McDonell**

(3) That the habitat stag shall then be relocated and permanently placed at an appropriate location, either on the lot or at an alternative site to be determined by council staff.

For: Cr D Mallard, Cr M McDonell, Cr G Power, Cr M Ruddy, Cr J Stedman

Against: Cr T Mileto (Mayor), Cr K Duffy, Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr S Peterson Cr J Whitton

Absent: Cr F Kinghorne

THE MOTION ON BEING PUT WAS LOST**RESOLVED - 25/687****Cr S Peterson/Cr J Stedman**

That Council confirms APPROVAL of development application DA 233/2015(3) for Subdivision (37 Lot Residential, Open Space and Drainage Reserve (amendment to building envelope and tree removal on Lot 303 Hilldale Crescent) at Lot 339 DP 1272081 - 9 Hilldale Crescent, Orange, pursuant to the conditions of consent in the attached Notice of Approval, with the addition of the following condition: *Prior to its removal, the tree shall be checked for wildlife by an approved ecological consultant/wildlife rescue carer and appropriate action taken with regard to any wildlife found.*

For: Cr T Mileto (Mayor), Cr K Duffy, Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr S Peterson Cr J Whitton, Cr M Ruddy, Cr J Stedman

Against: Cr D Mallard, Cr M McDonell, Cr G Power

Absent: Cr F Kinghorne

Cr Mileto asked who would bear the cost of wildlife inspection.

The Director Development Services advised that the applicant would cover the cost of a wildlife inspection and this is not uncommon.

Cr Ruddy asked if conditions could be included in subdivisions so that parcels cannot be sold with similar issues in future.

The Director Development Services responded when subdivisions are designed, some areas are nominated for building however houses are now much larger than the building envelopes. He confirmed such provisions and reviewing boundaries further in future will assist.

Cr Kinghorne returned to the meeting with the time being 8.50pm

5.5 REGIONAL CITIES NSW - BOARD MEETING MINUTES - THURSDAY 13 NOVEMBER 2025

TRIM REFERENCE: 2025/2552

RESOLVED - 25/688**Cr G Power/Cr J Stedman**

That Council note the report by the Chief Executive Officer on the Regional Cities NSW Board Meeting of 13 November 2025.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Nil

5.6 ADVOCACY ACTIVITIES - COUNCIL AND KEY LOBBY GROUPS - 01 JULY 2025 TO 03 DECEMBER 2025

TRIM REFERENCE: 2025/2233

RESOLVED - 25/689**Cr F Kinghorne/Cr S Peterson**

That the report by the Executive Support Manager on Council Advocacy Activities 01 July 2025 to 3 December 2025 be noted.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Nil

5.7 STRATEGIC POLICY REVIEW - CODE OF MEETING PRACTICE

TRIM REFERENCE: 2025/2479

RESOLVED - 25/690**Cr M Ruddy/Cr S Peterson**

1 That Council determines the proposals put forward in the submissions *in seriatim*.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Nil

Cr Power left the meeting with the time being 8.53pm

MOTION**Cr M Ruddy/Cr D Mallard**

1a) That Council hold One Meeting per month from 3.00pm-9.30pm.

For: Cr D Mallard, Cr M Ruddy

Against: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Absent: Cr G Power

THE MOTION ON BEING PUT WAS LOST**MOTION****Cr M Ruddy/Cr D Mallard**

1b) That Council hold two meetings per month on the first and third Tuesday (one with Policy Committees) from 4.00pm-9.00pm.

AMENDMENT**Cr J Whitton/Cr K Duffy**

That Council hold two meetings per month on the first and third Tuesday (one with Policy Committees) from 6.30pm-10.30pm.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr F Kinghorne, Cr J Stedman, Cr J Whitton

Against: Cr M Ruddy, Cr M McDonell, Cr D Mallard, Cr S Peterson

Absent: Cr G Power

THE AMENDMENT ON BEING PUT WAS CARRIED AND BECAME THE MOTION**THE MOTION ON BEING PUT WAS CARRIED**

RESOLVED - 25/691

Cr J Whitton/Cr K Duffy

That Council hold Two Meetings per month on the first and third Tuesday (one with Policy Committees) from 6.30pm-10.30pm.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr F Kinghorne, Cr J Stedman, Cr J Whitton

Against: Cr M Ruddy, Cr M McDonell, Cr D Mallard, Cr S Peterson

Absent: Cr G Power

RESOLVED - 25/692

Cr F Kinghorne/Cr S Peterson

1c) That Open Forum Speakers be limited to 5 minutes with no extension permitted.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Cr G Power

Cr K Duffy left the meeting with the time being 9.21pm

RESOLVED - 25/693

Cr J Whitton/Cr K Duffy

2 That Council adopts Strategic Policy ST02 - Code of Meeting Practice with those items so determined in part 1:

- That Council hold two meetings per month on the first and third Tuesday (one with Policy Committees) from 6.30pm-10.30pm
- That Open Forum Speakers be limited to 5 minutes with no extension permitted

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr F Kinghorne, , Cr D Mallard, Cr S Peterson, Cr J Stedman, Cr J Whitton

Against: Cr M McDonell, Cr M Ruddy

Absent: Cr K Duffy, Cr G Power

NOTICE WAS PROVIDED AT THE MEETING THAT A RESCISSION MOTION WILL BE LODGED ON THIS ITEM.

Cr McDonell asked regarding workplace health and safety relating to meetings going until 10.30pm, and the impact of late meetings on staff members, particularly travelling afterwards.

The Director Corporate and Commercial Services advised that a fatigue risk assessment is completed based on the length of the agenda. Travel distances and meeting length are taken into account in relation to fatigue or injury and mitigation strategies include provision of accommodation and delayed starts.

QUESTION TAKEN ON NOTICE

Cr M McDonell

Cr McDonell asked for a report on costs associated with providing accommodation for staff in relation to Council Meetings for the last two Council terms.

Cr Peterson left the chamber and joined via Audiovisual Link with the time being 9.28pm

RESOLVED - 25/694

Cr J Whitton/Cr T Greenhalgh

That the Council meeting continue until 10.00pm, noting the time nearing 9.30pm in accordance with the Code of Meeting Practice defining this to be the limit on Council meetings.

For: Cr T Miletto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr F Kinghorne, Cr J Stedman, Cr J Whitton, Cr S Peterson

Against: Cr M McDonell, Cr M Ruddy, Cr D Mallard

Absent: Cr K Duffy, Cr G Power

5.8 STRATEGIC POLICY REVIEWS - EXHIBITION

TRIM REFERENCE: 2025/2541

RESOLVED - 25/695

Cr D Mallard/Cr M Ruddy

That Council refers Draft Strategic Policy - ST59 - Feral & Infant Animal Management to the Companion Animals and Environmental Sustainability Community Committees for review and comment before placement on public exhibition.

For: Cr T Miletto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Cr K Duffy, Cr G Power

5.9 STRATEGIC POLICY REVIEWS - DELETION

TRIM REFERENCE: 2025/2657

RESOLVED - 25/696

Cr M McDonell/Cr T Greenhalgh

That the following Strategic Policies be deleted:

- Strategic Policy - ST149 - Single Use Plastics
- Strategic Policy - ST085 - Hiring of Civic Precinct Equipment & Facilities
- Strategic Policy - ST057 - Private Works on Roadways.

For: Cr T Miletto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Cr K Duffy, Cr G Power

5.10 STATEMENT OF INVESTMENTS - NOVEMBER 2025

TRIM REFERENCE: 2025/2278

RESOLVED - 25/697

Cr J Whitton/Cr M Ruddy

That Council resolves to:

- 1 Note the Statement of Investments for the period November 2025.
- 2 Adopt the certification of the Responsible Accounting Officer.

For: Cr T Miletto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Cr K Duffy, Cr G Power

5.11 QUARTERLY BUDGET REVIEW (QBR) REPORT - QUARTER 1, 2025/2026

TRIM REFERENCE: 2025/2462

RESOLVED - 25/698**Cr M Ruddy/Cr D Mallard**

That Council resolves:

- 1 That the information provided in the report on the Quarterly Budget for July – September 2025 be acknowledged
- 2 To adopt the variations in the consolidated overall cost to Council arising from the September 2025 quarterly review in the amount of \$7,477,280.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Cr K Duffy, Cr G Power

Cr Peterson asked why there is a substantial change in the consolidated fund showing Council is \$40m worse off.

The Chief Financial Officer advised that the format is very different from the previous format, and it is hard to understand. Expenditure in the consolidated fund, increased from \$131m to \$174m related to materials and services expenditure change. Previously, this item was operational expenditure, but now includes capital, plant expenses and transfers which makes it difficult to compare.

Cr Peterson asked what the Leeds Parade upgrade on page 505, refers to.

The Chief Financial Officer stated it was in the budget in 2023 and rolled forward through to the current year and is for road construction on Leeds Parade, north of Miriam Drive

Cr Peterson asked why expenses such as the road repair program and sewer smoke testing are variations.

The Acting Chief Executive Officer responded that the road repair program work funding was capital works, additional cost were anticipated for the Southern Feeder road which was not spent in the last financial year. The sewer smoke testing and other items on the list were planned for 24/25 but not undertaken.

Cr Peterson asked about the significant net operating deficit before grants and contributions and if we know what we are expecting from grants, should we include them in the figures.

The Chief Financial Officer advised that we can only forecast and estimate and it is hard to compare forecast and actuals.

Cr Peterson then asked if we do not receive grants in the sum of \$20m, does this mean the budget will be the equivalent amount in deficit for revenue and savings.

The Chief Financial Officer advised we stand by the estimates. \$28m is not actually an operating result. This is a common issue with a number of Councils.

The Acting Chief Executive Officer added that the number missing from the report is the actual value of the grants and contributions received, and as such the full picture is not being presented. A consolidated view can certainly be provided.

5.12 RESPONSES TO QUESTIONS TAKEN ON NOTICE

TRIM REFERENCE: 2025/2426

RESOLVED - 25/699

Cr M McDonell/Cr M Ruddy

That the information contained in the report on responses to Questions Taken on Notice be acknowledged.

For: Cr T Miletto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Cr K Duffy, Cr G Power

QUESTION TAKEN ON NOTICE

Cr M McDonell

Cr McDonell asked for information to be provided as to how, and if, the Affordable Housing Strategy budget has been expended.

5.13 COMMUNITY ENERGY UPGRADES FUND - GRANT APPROVAL

TRIM REFERENCE: 2025/2707

RESOLVED - 25/700

Cr D Mallard/Cr J Stedman

That Council:

- 1 Approve acceptance of the grant and endorse the execution of the grant agreement.
- 2 Delegate authority to the Chief Executive Officer to execute the agreement and undertake all necessary actions to implement the project in accordance with the grant conditions.

For: Cr T Miletto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Cr K Duffy, Cr G Power

Cr Peterson asked if approving the grant will compel staff to undertake the included actions.

The Director Development Services advised much of the consultation has been completed, and a meeting is scheduled with neighbours. Staff will provide feedback to Council after this occurs.

5.14 UPDATE ON OUTSTANDING AND COMPLETED RESOLUTIONS OF COUNCIL INCLUDING QUESTIONS TAKEN ON NOTICE, MATTERS ARISING AND NOTICES OF MOTION

TRIM REFERENCE: 2025/2344

RESOLVED - 25/701

Cr M McDonell/Cr D Mallard

That the information provided in the report on Outstanding and Completed Resolutions, Questions Taken on Notice, Matters Arising and Notices of Motion be acknowledged.

For: Cr T Miletto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Cr K Duffy, Cr G Power

QUESTION TAKEN ON NOTICE

Cr M McDonell

Cr McDonell asked when the NDR fencing will be completed and the end date of the current agistment period.

Cr Peterson asked for a review of the list of regular commitments above \$5,000, noting the answer in the paper was not sufficient.

The Acting Chief Executive Officer agreed and advised this information will be provided as part of the budget process.

QUESTION TAKEN ON NOTICE

Cr M Ruddy

Cr Ruddy asked for an updated report on lighting on Valencia Drive to be reported back to Council.

RESOLVED - 25/702

Cr J Stedman/Cr J Whitton

That the Council Meeting continue until 10.15pm, noting the time nearing 10.00pm and the previous extension resolution to this time in accordance with the Code of Meeting Practice defining this to be the limit on Council meetings.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr F Kinghorne, , Cr S Peterson, Cr J Stedman, Cr J Whitton

Against: Cr D Mallard, Cr M McDonell, Cr M Ruddy

Absent: Cr K Duffy, Cr G Power

6 CLOSED MEETING

In accordance with the Local Government Act 1993, and the Local Government (General) Regulation 2021, in the opinion of the Chief Executive Officer, the following business is of a kind as referred to in Section 10A(2) of the Act, and should be dealt with in a Confidential Session of the Council meeting closed to the press and public.

In response to a question from the Mayor, the Chief Executive Officer advised that no written submissions had been received relating to any item listed for consideration by the Closed Meeting of Council.

The Mayor extended an invitation to any member of the public present at the meeting to make a presentation to the Council as to whether the meeting should be closed for a particular item.

RESOLVED - 25/703

Cr F Kinghorne/Cr J Stedman

That Council adjourn into a Closed Meeting and members of the press and public be excluded from the Closed Meeting, and access to the correspondence and reports relating to the items considered during the course of the Closed Meeting be withheld unless declassified by separate resolution. This action is taken in accordance with Section 10A(2) of the Local Government Act, 1993 as the items listed come within the following provisions:

6.1 2025/2026 Second Quarter Water Consumption Charges - 8 The Overflow Clifton Grove

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (b) the personal hardship of any resident or ratepayer.

6.2 Tender F1213-5 Preliminary Business Case – Orange Purified Recycled Water Demonstration Plant and Learning Centre

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (d)i commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it.

6.3 Submission Redaction Report 16 December 2025

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (e) information that would, if disclosed, prejudice the maintenance of law.

For: Cr T Mileto (Mayor), Cr T Greenhalgh, Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Cr K Duffy, Cr G Power

The Mayor declared the Ordinary Meeting of Council adjourned for the conduct of the Closed Meeting at 9.57pm.

The Mayor declared the Ordinary Meeting of Council resumed at 10.03pm.

7 RESOLUTIONS FROM CLOSED MEETING

The Acting Chief Executive Officer read out the following resolutions made in the Closed Meeting of Council.

6.1 2025/2026 SECOND QUARTER WATER CONSUMPTION CHARGES - 8 THE OVERFLOW CLIFTON GROVE

TRIM REFERENCE: 2025/2624

RESOLVED - 25/704**Cr T Greenhalgh/Cr F Kinghorne**

That the 2025/2026 second quarter water consumption charge of \$2,190.30 be reduced to \$82.32.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Cr K Duffy, Cr G Power

6.2 TENDER F1213-5 PRELIMINARY BUSINESS CASE – ORANGE PURIFIED RECYCLED WATER DEMONSTRATION PLANT AND LEARNING CENTRE

TRIM REFERENCE: 2025/2373

RESOLVED - 25/705**Cr D Mallard/Cr M McDonell**

That the Chief Executive Officer:

- 1 Enter into a contract with TSA Riley for the Preliminary Business Case - Orange Purified Recycled Water Treatment Demonstration Plant for the amount of \$458,060 plus GST;
- 2 That the use of Council's seal be authorised on relevant contractual documents;
- 3 That an additional amount of \$58,060 be transferred from the Water Fund to the relevant project Work Order.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Cr K Duffy, Cr G Power

6.3 SUBMISSION REDACTION REPORT 16 DECEMBER 2025

TRIM REFERENCE: 2025/2658

RESOLVED - 25/706**Cr M McDonell/Cr F Kinghorne**

That the information in the Submission Redaction report be acknowledged.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Cr K Duffy, Cr G Power

THE MEETING CLOSED AT 10.05PM

This is Page Number 17 and the Final Page of the Minutes of the Ordinary Meeting of Orange City Council held on 16 December 2025.



**MINUTES OF THE EXTRAORDINARY COUNCIL MEETING
HELD IN COUNCIL CHAMBER, CIVIC CENTRE, BYNG STREET, ORANGE
ON 22 JANUARY 2026
COMMENCING AT 6:00 PM**

1 INTRODUCTION

ATTENDANCE

Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Chief Executive Officer, Director Corporate & Commercial Services, Acting Director Technical Services (Theakstone), Governance Lead, Engagement Lead, Governance Officer (Barnes), Governance Officer (Allan)

1.1 APOLOGIES

Nil.

1.2 LIVESTREAMING AND RECORDING

The Mayor advised that the meeting was being livestreamed and recorded.

1.3 ACKNOWLEDGEMENT OF COUNTRY

The Mayor conducted an Acknowledgement of Country.

1.4 DECLARATION OF PECUNIARY INTERESTS, SIGNIFICANT NON-PECUNIARY INTERESTS AND LESS THAN SIGNIFICANT NON-PECUNIARY INTERESTS

Nil.

THE MAYOR DECLARED THE EXTRAORDINARY MEETING OF COUNCIL ADJOURNED FOR THE CONDUCT OF THE OPEN FORUM AT 6.04PM.

Cr Whitton arrived with the time being 6.06pm

Item 2.1 – Redmond Place Air Hangar – Existing Tenants

- Susan Patterson (Premi Babes and Probus)
- Len Banks (Rotary Club of Orange)
- Ken Hind (Rotary Club of Orange Daybreak)
- Don Saville
- Donald Martin (Rotary Club of Orange)

Item 3.1 – Indoor Playground

- Mark Delaney
- Shannon Kirby (read by OCC staff member) (Next Level Play Centre)

THE MAYOR DECLARED THE EXTRAORDINARY MEETING OF COUNCIL RESUMED AT 6.56PM.

RESOLVED - 26/001

Cr D Mallard/Cr K Duffy

That the Council meeting adjourn briefly prior to observing one minute of silence at 7.01pm.

For: Cr T Mileto (Mayor), Cr K Duffy, Cr T Greenhalgh, Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Nil

The Extraordinary Council Meeting adjourned for a short break with the time being 6.56pm.

The Extraordinary Council Meeting resumed with the time being 7.00pm.

AT 7.01PM THE COUNCIL PAUSED FOR ONE MINUTE OF SILENCE TO OBSERVE THE NATIONAL DAY OF MOURNING TO HONOUR THE VICTIMS AND ALL THOSE IMPACTED BY THE BONDI TERRORIST ATTACK.

During the adjournment, Cr Greenhalgh left the room and returned after the meeting resumed with the time being 7.02pm

2 GENERAL REPORTS**2.1 REDMOND PLACE AIR HANGAR - EXISTING TENANTS**

TRIM REFERENCE: 2026/44

RESOLVED - 26/002**Cr D Mallard/Cr M McDonell**

1. That the termination letter issued in November 2025 be rescinded.
2. That if the Air Hangar is not required to be utilised for the Indoor Playground as decided in a subsequent motion of this meeting, the following three motions are to be rescinded.
3. That Council establish a storage area at the Orange Showground for the seven service clubs who currently are tenants in the Redmond Place Hangar existing of:
 - a. up to 3 shipping containers
 - b. vehicle storage space in the cattle pavilion when not in use by the Orange Show Society; and
 - c. access to the meeting room, kitchen and toilets at the Environmental Learning Facility (ELF) at the Orange Showground.
4. That Council write to the seven service groups who currently occupy the Redmond Place Hangar and:
 - a. Offer a new tenancy agreement to occupy the established service area at the Orange Showground, with moving date to be negotiated by the Chief Executive Officer
 - b. Should any service group not wish to enter into an agreement to occupy space at the Orange Showground, to reissue a termination of their current agreement to be with a termination date of 26 May 2026; and
 - c. The service groups would be asked to advise their decision within 4 weeks of this meeting.
5. That Council commits to continue working with the service groups to address concerns and bring suitable options back to Council for consideration.

For: Cr T Mileto (Mayor), Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr G Judge

Absent: Nil

AS PER PART TWO OF THIS RESOLUTION, PARTS 3, 4 AND 5 ARE RESCINDED AS A RESULT OF THE SUBSEQUENT MOTION FOR ITEM 3.1 OF THIS MEETING.

Cr Mileto asked for details of the process followed in relation to the existing tenants of the Redmond Place Air Hangar.

The Director of Corporate Services provided a comprehensive overview of the timeline, process, correspondence and engagement that occurred with the service groups in relation to this matter.

Cr McDonell asked what arrangements can be made for the period of time that the service groups would be unable to use the pavillion.

The Director of Corporate and Commercial Services advised that the organisations would need to organise alternative spaces, and that such an arrangement is not without precedent for community groups that utilise other Council facilities for storage.

Cr Judge asked for clarification regarding accessibility concerns for aging volunteers with the shipping containers being offered as a storage solution at the pavillion.

The Director of Corporate and Commercial Services advised that accessibility issues had not been raised prior to this meeting, however the costing estimate provided is generous to allow for possible solutions such as shaping of the ground and concrete pads to improve safety and accessibility.

Cr Kinghorne asked if the shipping containers would be powered and what security is in place.

The Director of Corporate and Commercial Services advised that at this stage they would not be powered. It was advised that the Showground is part of the security evening routine, staff are on site during the day and that CCTV will be considered.

3 CLOSED MEETING

In accordance with the Local Government Act 1993, and the Local Government (General) Regulation 2021, in the opinion of the Chief Executive Officer, the following business is of a kind as referred to in Section 10A(2) of the Act, and should be dealt with in a Confidential Session of the Council meeting closed to the press and public.

In response to a question from the Mayor, the Chief Executive Officer advised that no written submissions had been received relating to any item listed for consideration by the Closed Meeting of Council.

The Mayor extended an invitation to any member of the public present at the meeting to make a presentation to the Council as to whether the meeting should be closed for a particular item.

RESOLVED - 26/003

Cr M McDonell/Cr G Power

That Council adjourn into a Closed Meeting and members of the press and public be excluded from the Closed Meeting, and access to the correspondence and reports relating to the items considered during the course of the Closed Meeting be withheld unless declassified by separate resolution. This action is taken in accordance with Section 10A(2) of the Local Government Act, 1993 as the items listed come within the following provisions:

3.1 Indoor Playground

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (d)i commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it.

For: Cr T Mileto (Mayor), Cr K Duffy, Cr T Greenhalgh, Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr S Peterson, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Nil

Absent: Nil

The Mayor declared the Extraordinary Meeting of Council adjourned for the conduct of the Closed Meeting at 8.05pm.

The Mayor declared the Extraordinary Meeting of Council resumed 9.12pm.

4 RESOLUTIONS FROM CLOSED MEETING

The Chief Executive Officer read out the following resolutions made in the Closed Meeting of Council.

3.1 INDOOR PLAYGROUND

TRIM REFERENCE: 2026/36

RECOMMENDATION	Cr M McDonell/Cr M Ruddy
<ol style="list-style-type: none"> That Council note the report on the Expression of Interest Submissions for an Indoor Playground in Orange. That Council prepare a report on the renovation costs of the Redmond Place Air Hangar to ensure it is fit for the purpose of an indoor playground. That the Chief Executive Officer enters into a lease agreement for the renovated Redmond Place Air Hangar with Next Level Play Centre. 	
AMENDMENT	Cr J Whitton/Cr T Greenhalgh
<ol style="list-style-type: none"> That Council note the report on the Expression of Interest Submissions for an Indoor Playground in Orange. <p>For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr K Duffy, Cr J Whitton, Cr G Judge, Cr S Peterson, Cr J Stedman</p> <p>Against: Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr G Power, Cr M Ruddy</p> <p>Absent: Nil</p>	
THE AMENDMENT ON BEING PUT WAS CARRIED AND BECAME THE MOTION	

Cr Peterson left the meeting with the time being 9.00pm

MOTION	Cr J Whitton/Cr T Greenhalgh
<ol style="list-style-type: none"> That Council note the report on the Expression of Interest Submissions for an Indoor Playground in Orange. 	
AMENDMENT	Cr D Mallard/Cr M Ruddy
<ol style="list-style-type: none"> That Council note the report on the Expression of Interest Submissions for an Indoor Playground in Orange. That Council prepare a report on the renovation costs of the Redmond Place Air Hangar to ensure it is fit for the purpose of an indoor playground. That Council continue discussions with the applicants regarding feasibility and potential location options for a play centre. <p>For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton</p> <p>Against: Cr K Duffy</p> <p>Absent: Cr S Peterson</p>	
THE AMENDMENT ON BEING PUT WAS CARRIED AND BECAME THE MOTION	
THE MOTION ON BEING PUT WAS CARRIED	

RESOLVED - 26/004**Cr D Mallard/Cr M Ruddy**

1. That Council note the report on the Expression of Interest Submissions for an Indoor Playground in Orange.
2. That Council prepare a report on the renovation costs of the Redmond Place Air Hangar to ensure it is fit for the purpose of an indoor playground.
3. That Council continue discussions with the applicants regarding feasibility and potential location options for a play centre.

For: Cr T Mileto (Mayor), Cr T Greenhalgh (Deputy Mayor), Cr G Judge, Cr F Kinghorne, Cr D Mallard, Cr M McDonell, Cr G Power, Cr M Ruddy, Cr J Stedman, Cr J Whitton

Against: Cr K Duffy

Absent: Cr S Peterson

THE MEETING CLOSED AT 9.13PM.

This is Page Number 6 and the Final Page of the Minutes of the Extraordinary Meeting of Orange City Council held on 22 January 2026.

COUNCIL MEETING ADJOURNS FOR THE CONDUCT OF THE POLICY COMMITTEES

Planning & Development - Chaired by Melanie McDonell

Environmental Sustainability - Chaired by Cr David Mallard

Finance - Chaired by Cr Steven Peterson

Infrastructure - Chaired by Cr Jeff Whitton

Recreation & Culture - Chaired by Cr Tammy Greenhalgh

Services - Chaired by Cr Marea Ruddy

Regional & Economic Development - Chaired by Cr Tony Mileto (Mayor)

COUNCIL MEETING RESUMES

4 NOTICES OF MOTION/NOTICES OF RESCISSION

4.1 Notice of Motion - Rugby World Cup 2027 - Advocacy for Involvement

RECORD NUMBER: 2026/25

We, **CR STEVEN PETERSON AND CR JEFF WHITTON** wish to move the following Notice of Motion at the Council Meeting of 3 February 2026:

MOTION

That Orange City Council initiate contact and work with our local state member, Phil Donato, Rugby Australia and other stakeholders to put forward Orange as a base for one of the international teams competing in the 2027 Rugby World Cup.

BACKGROUND

Australia will host the Rugby Union world cup between 1 October and the 23 November 2027. A record 24 Nations will compete and they will need a location to base and prepare for the tournament. For instance, before the 2023 Rugby world cup in France, Australia had a training camp at Montpellier and an official base at Saint-Étienne.

Orange would be particularly well suited as a base given our direct flights to Melbourne, Sydney and Brisbane. The completed John Davis stadium would make for an excellent practice venue. Obviously project completion by the end of year as scheduled would be essential for this motion's success. We would have accommodation options for the team and their support base. I would hope that Rugby Australia would be very keen to support and promote examples of community interest in this flagship event.

I have had contact with the local state member, Phil Donato, who has already had discussions with World Rugby on this issue and I understand he is supportive of this resolution. He notes that other nearby centres have already begun discussions on hosting.

There would be some economic benefits to Orange from the extended stay of the team staff and supporters. I'm particularly excited though because of the obvious community engagement opportunities this would present. Ideas could include a training session with the senior Emus and City teams, and another one more aimed at kids and Juniors. Some sort of welcome BBQ event would be in order as might a community screening of a game. Potentially a practice game could be arranged. Let's start the process of investigating this now to get a head start on other potential rivals. What a great way to put our new sporting precinct to good use.

Signed Cr Steven Peterson Cr Jeff Whitton

STAFF COMMENT

Council staff lodged an expression of interest approximately 12 months ago to host a team in Orange. In response to that EOI Council were invited to lodge a proposal to offer Orange as a training facility for participating teams for pre-tournament camps which we did in December 2025.

The NSW Government Local Member, Mayor, Deputy Mayor and Council's Director of Community, Recreation and Cultural Services met informally with a Director of the Board of the Local Operating Company (LOC) for the World Cup. The purpose of that meeting was to express Council's interest in hosting a trial game, hosting a team, or other opportunities. Council will continue to work towards securing that outcome.

FINANCIAL/RESOURCING IMPLICATIONS

Nil

POLICY AND GOVERNANCE IMPLICATIONS

Nil

4.2 Notice of Motion - Christmas Carols Event Wet Weather Plan

RECORD NUMBER: 2026/5

We, **CR STEVEN PETERSON, CR KEVIN DUFFY AND CR GRAEME JUDGE** wish to move the following Notice of Motion at the Council Meeting of 3 February 2026:

MOTION

That the 2026 Orange City Council Christmas Carols Event include a wet weather plan of either relocation or a delay.

BACKGROUND

Today there are only 325 days until Christmas. I anticipate decorations and merchandise displayed in certain retailers any day now.

Orange City Council's 2025 Christmas carols were cancelled due to dangerous weather December 13th. Council's Christmas carols are an expensive event in our calendar, costing approximately \$35,000. Relatively it stands out, being our third most expensive event behind only *Zest Fest and New Years*. It's also an event that involves many community groups as well. A cancellation is suboptimal.

I attended the Hark in the Park event on the 21st of December, credit to Rachel and her team for putting on a great show raising money for the fight against Huntington's Disease. It is worth noting that they moved their event to Naylor Pavilion with less than 48 hours notice. Food trucks were parked inside the pavilion. Games and activities were set up in the space. There was a bit of an echo but it worked well. We could do the same. The Orange Function Centre, the Conservatory and the Ex Services Club could also be options for an indoor venue, admittedly not as good as the Botanic Gardens, but better than nothing.

Alternatively, I hypothesise if Council Carols are cancelled one Saturday, could there be a backup plan that they run the following Saturday? I appreciate that some volunteers, food providers etc... may not be able to come the following Saturday but I suggest that most would be able to. They are invested in the carols and want to see it happen. Even if we had a slightly truncated event the following week that would be better than a no event at all.

Whilst it is 325 days between now and Christmas, whilst 2025 is fresh in our memory, I move that this strategy of preparing for alternatives in wet weather be added to the operational plan.

Signed Cr Steven Peterson Cr Kevin Duffy Cr Graeme Judge

STAFF COMMENT

Staff support the inclusion of a wet weather contingency for the event and supports Councillor Peterson's motion.

In the week following the 2025 event a decision was taken to secure the Naylor Pavilion as a wet weather alternative for the 2026 Christmas Carols. That booking has already been made to ensure that the Naylor Pavilion is available for the Community to celebrate the Christmas Carols in 2026.

Shifting the event to the following weekend or different date would present greater challenges, as it would require vendors to commit to multiple dates that would increase costs and could reduce accessibility to some suppliers.

4.2 Notice of Motion - Christmas Carols Event Wet Weather Plan

A decision to relocate the event would need to be made no less than 60 hours prior to the scheduled event to enable the required infrastructure that supports the event to be established at the backup site. This may run the risk that predicted weather clears or late weather impacts the event.

It is not possible to relocate the event at short notice.

FINANCIAL/RESOURCING IMPLICATIONS

By booking the Naylor Pavilion a potential loss of revenue would be incurred as it cannot be booked by another party. This is seen as minimal and a worthwhile mitigation for a successful community event.

POLICY AND GOVERNANCE IMPLICATIONS

There are no foreseen policy or governance implications of this recommendation.

4.3 Notice of Motion - Council Meetings - Scheduled Commencement and Conclusion Times

RECORD NUMBER: 2026/66

We, **CR STEVEN PETERSON, CR MAREA RUDDY, CR MELANIE MCDONELL AND CR DAVID MALLARD** wish to move the following Notice of Motion at the Council Meeting of 3 February 2026:

MOTION

- 1. That Ordinary Council meetings commence at 5.30pm (instead of 6.30pm); and**
- 2. That the scheduled meeting finish time be 9.30pm (instead of 10.30pm); and**
- 3. That an estimation of the annual financial cost or savings of this change as provided in the staff comment to this motion be noted.**

BACKGROUND

An amendment to the motion concerning Item 5.7 – Strategic Policy Review – Code of Meeting Practice at the 16 December council meeting had the effect of denying Councillors an opportunity to consider a change in meeting start and finish times.

Submissions concerning this were put forward in good faith and deserve a hearing. The movers of the motion believe that an earlier start time will improve the quality of council debates and decisions.

There is a predictable impact on cognition from fatigue and hunger during meetings that end very late. More time may be needed in 2026 given restrictions on briefings which an earlier start time could allow.

An earlier finish time may reduce financial costs to Council including accommodation, meal vouchers and staff overtime required.

An earlier finish time has obvious well-being and productivity impacts for both staff and Councillors. The movers of the motion also recognise that an earlier start time may be difficult or impossible for some Councillors, hence the importance of being able to discuss meeting times and hear from all Councillors

Signed Cr Steven Peterson Cr Marea Ruddy Cr Melaine McDonell Cr David Mallard

STAFF COMMENT

It is unlikely that this change in time for the conduct of the meeting will have any financial impact (either additional cost or resulting in a saving).

FINANCIAL/RESOURCING IMPLICATIONS

Nil

POLICY AND GOVERNANCE IMPLICATIONS

Nil

5 GENERAL REPORTS

5.1 2026 National General Assembly - Call to Submit Motions

RECORD NUMBER: 2025/2737

AUTHOR: Catherine Davis, Executive Support Manager

EXECUTIVE SUMMARY

The Australian Local Government Association (ALGA) is convening the 32nd National General Assembly (NGA), to be held in Canberra from 23-25 June 2026. A discussion paper is attached to this report to provide guidelines to assist Council in submitting motion(s) for debate at this Assembly if it so wishes. The theme for the 2026 NGA is *"Stronger Together: Resilient. Productive. United."*

A report will be brought to Council seeking Councillor attendance when more information on the Assembly is made available.

LINK TO DELIVERY/OPERATIONAL PLAN

The recommendation in this report relates to the Delivery/Operational Plan strategy "14.1 Work in partnership with other councils, regional organisations and State and Federal Governments".

FINANCIAL IMPLICATIONS

Nil

POLICY AND GOVERNANCE IMPLICATIONS

Nil

RECOMMENDATION

That proposed motions be resolved at this meeting or put to the Executive Support Manager prior to Thursday 5 February 2026 for inclusion and resolution at the Council meeting of 17 February 2026 to allow lodgement on the ALGA portal prior to 27 February 2026.

FURTHER CONSIDERATIONS

The recommendation of this report has been assessed against Council's key risk categories and the following comments are provided:

Service/Project Delivery	Nil
Financial	Nil
Reputation/Political	Nil
Environment	Nil
Compliance	Nil
People & WHS	Nil
Information Technology/ Cyber Security	Nil

SUPPORTING INFORMATION

ALGA invites all councils to submit motions for the 2026 National General Assembly of Local Government (NGA) in Canberra from 23 to 25 June 2026.

This year there will be both a Regional Forum and a parallel Urban Forum on Tuesday 23 June so that councils can discuss in more depth the geographic and population challenges of their regions.

The NGA presents an important opportunity to shape the federal advocacy agenda that ALGA will pursue on behalf of Australian local governments.

5.1 2026 National General Assembly - Call to Submit Motions

The theme for the 2026 NGA is *“Stronger Together: Resilient. Productive. United.”* ALGA is seeking motions that align with this theme to be submitted online until **27 February 2026**.

Please refer to the attached Discussion Paper and motions criteria to assist in preparing your council’s submissions.

Motions will be evaluated against the criteria to determine their eligibility for debate at the NGA. Of note only new motions will be considered (i.e. motions submitted in the last two years are not eligible).

In response to member feedback, ALGA have increased the time for motions debate and refined the criteria to facilitate more meaningful debate and discussion.

ATTACHMENTS

1 Discussion Paper and Motions Criteria, D25/153178 [!\[\]\(8586849f337386da7d76c9228fb9ec53_img.jpg\)](#)

**Stronger Together:
Resilient. Productive. United**

**2026
National
General
Assembly
Discussion Paper**

National Convention Centre Canberra



Attachment 1 Discussion Paper and Motions Criteria

The Australian Local Government Association (ALGA) is pleased to convene the 32nd National General Assembly of Local Government (NGA), to be held in Canberra in June 2026.

As convenor of the NGA, the ALGA Board warmly invites all councils to send representatives to this important national event. The final date for the NGA will be confirmed once the 2026 Federal Government Parliamentary sitting calendar is released.

The NGA is the premier national gathering of local governments. It gives councils a chance to come together, share ideas, debate motions, and strengthen the relationship between local government and the Australian Government.

This discussion paper contains essential information for Australian councils considering submitting motions for debate at the 2026 National General Assembly of Local Government (NGA).

It is recommended that all councils and delegates intending to attend the 2026 NGA familiarise themselves with the guidelines for motions contained in this paper.

KEY DATES

27 October 2025 | Opening of Call for Motions

27 February 2026 | Acceptance of Motions closes

TO SUBMIT YOUR MOTION
VISIT: ALGA.COM.AU

ALGA AND THE NGA – WORKING FOR YOU

Established 1947, ALGA is a federation of member state and territory associations. Its mission is to achieve outcomes for local government through advocacy with impact, and maximise the economic, environmental and social wellbeing of councils and our communities.

Since 1994, the NGA has raised the profile of local government on the national stage, showcasing the value of councils and demonstrating – particularly to the Australian Government – the strength and value of working with local government to deliver on national priorities.

Debate on motions was introduced to the NGA as a vehicle for councils from across the nation to canvas ideas. Outcomes of these debates (NGA Resolutions) can be used by councils to inform their own policies and priorities, as well as their advocacy when dealing with federal politicians.

At the same time, they help ALGA and its member state and territory associations gain valuable insight into council priorities, emerging national issues, and the level of need and support for new policy and program initiatives.

Given ALGA's structure, Constitution, and resources, the NGA resolutions do not bind ALGA. However, NGA resolutions are carefully considered by the Board to determine ALGA's policies, priorities and strategies to advance local governments within the national agenda.

This is your NGA, and ALGA is pleased to act as the convenor. ALGA's policies and priorities will continue to be determined by the ALGA Board in the interests of all councils.

We encourage councils to consider the topics and guidance in this paper as you develop your motions.

The ALGA Board thanks all councils for attending the NGA 2026 and those who submit motions for debate.

SUBMITTING MOTIONS

The National General Assembly of Local Government (NGA) gives you and your council an important opportunity to influence the national policy agenda.

The Australian Local Government Association (ALGA) Secretariat has prepared this short discussion paper to help you identify motions that address the NGA 2026 theme of "Stronger Together: Resilient. Productive. United." This theme encourages debate on how councils across Australia can become more resilient, contribute to the nation's productivity agenda, and present a united voice to the federal government on key issues in the national sphere.

We encourage you to read all the sections of the paper. We have included guiding questions to assist in developing your motion, but you do not have to respond to every question. You can address one or more of the issues identified in the discussion paper with your motion.

Your NGA motion should focus on how local governments can work in partnership with the Australian Government to address the challenges our communities face or seize the opportunities that are national priorities.

Each year the Secretariat receives a high volume of motions. Councils are encouraged to submit only their highest-priority motions and ensure it meets the criteria below. Multiple motions on a similar topic may be re-written into a single strategic motion, and councils will be invited by the Secretariat to put their council name to the proposal.

HOW TO SUBMIT

- Each motion requires a contact officer, a clear national objective, a summary of the key arguments in support of the motion, and endorsement of your council.
- You can lodge motions electronically using the online portal available at www.alga.asn.au
- **Motions should be received no later than 11:59 pm AEST on Friday 27 February 2026.**

WHO CAN SUBMIT A MOTION

- Any council that is a financial member of their state or territory local government association can submit a motion.
- We will not accept motions submitted on behalf of external third parties that may seek to use the NGA to apply pressure to Board members or gain national political exposure for positions that are not directly relevant to the work of, or in the national interests of, local government.

Attachment 1 Discussion Paper and Motions Criteria

CRITERIA FOR MOTIONS

To be eligible for inclusion in the NGA Business Papers, and debate it on the floor of the NGA, you must meet the following criteria:

- Submit a new motion that has not been debated at an NGA in the preceding two years as found in previous business papers on the ALGA website.
- Ensure your motion is relevant to the work of local government across the nation, not focused on a specific location or region, unless the project has national implications.
- Align your motion with the policy objectives of your state and territory local government association.
- Propose a clear action and outcome on a single issue, calling on the Australian Government to take action. Motions covering more than one issue will not be accepted.
- Ensure the motion does not seek to advantage one or a few councils at the expense of others.
- Avoid being prescriptive in directing how the matter should be pursued.

WRITING TIPS

Motions should seek the NGA's support for a particular action or policy change at the federal level which will assist local governments to meet local community needs.

- Start with: "This National General Assembly calls on the Australian Government to...".
- Be concise, clearly worded, and unambiguous.
- Use the background section of the form to help delegates understand your issue.
- Keep your motion to 100 words, the national objective to 100 words, and the key arguments to 150 words.

PROCESS OF SELECTION

The ALGA Secretariat will review motions for quality control and consistency with the criteria.

- With the agreement of the relevant council, we may edit motions to ensure consistency.
- If we have any questions about the substance or intent of a motion, we will raise these with the nominated contact officer.
- Where there are multiple motions on a similar issue, the Secretariat may combine them into a single overarching strategic motion and invite the council to attach their name to the strategic motion.
- Motions that reflect existing ALGA policy will be noted in the Business papers—but will not be included for debate, as they have already been covered in existing ALGA advocacy and policy positions.

The ALGA Board provides final decision on which motions are included in the Business paper.

- The ALGA Board and state and territory local government associations will review all submitted motions to determine their eligibility.
- The ALGA Board will consider the importance and relevance of the issue to local government and whether the motions meet all the criteria.
- The ALGA Board will refer any motion primarily concerned with local or state issues to the relevant state or territory local government association and it will not include it in the NGA Business Papers.

WHO WILL SPEAK TO THE MOTION AT NGA?

We expect any council that submits a motion to be present at the National General Assembly to move and speak to the motion. The decision on the speaker is at the discretion of the council.

AFTER THE NGA

The resolutions of the NGA will be referred to the relevant federal Minister as an outcome of the NGA. Resolutions passed at the NGA do not become binding policy on ALGA, with policy positions to remain at the discretion of the ALGA Board.

All NGA resolutions will be published on www.alga.com.au.

As the host of the NGA, ALGA will communicate resolutions to the relevant Australian Government Minister and publish Ministerial responses as they are received on the ALGA website.

Attachment 1 Discussion Paper and Motions Criteria

OTHER THINGS TO CONSIDER

- It is important to complete the background section of the submission form. Do not assume NGA delegates will know the background of the proposal. This section helps all delegates to understand your motion and informs decision making. Please note, motions should not be prescriptive in directing how the matter should be pursued.
- Keep motions practical, focussed and can be implemented. This ensures that relevant Australian Government Ministers can respond thoughtfully and promptly. Avoid complex motions with multiple points that require cross-portfolio implementation.
- If there are any questions about a motion, ALGA will contact the nominated officer. With the council's agreement, these motions may be edited before being included in the NGA Business Papers.
- Debate will follow the rules published in the Business Papers and will focus on the strategic motions.

SETTING THE SCENE

In the face of evolving challenges and opportunities, local governments around Australia stand at the forefront of driving resilience and productivity. Local governments know we are stronger together and the importance of unity across all levels of government. The theme for this year's NGA, **Stronger Together: Resilient. Productive. United**, underscores the pivotal role councils play in shaping the nation's future and delivering national priorities.

As the backbone of local communities, councils are uniquely positioned to implement place-based solutions that address both local needs and national priorities. This year's NGA encourages debate on how councils can enhance their resilience, contribute meaningfully to the nation's productivity agenda, and present a cohesive voice to the federal government on critical issues.

By fostering collaboration and innovation, local governments can lead the way in creating sustainable and thriving communities.

The 2026 NGA provides you - the elected representatives of Australia's local councils and communities - with the opportunity to engage with the Federal Government and key Ministers, ensuring that the voices of local communities are heard at the national level.

In this context, this year's call for motion focusses on ten priority areas:

- Financial sustainability
- Emergency management
- Housing and planning
- Roads and infrastructure
- Closing the Gap
- Jobs and skills
- Environment
- Cyber security
- Climate change
- Intergovernmental relations.

Attachment 1 Discussion Paper and Motions Criteria

1. FINANCIAL SUSTAINABILITY

Financial sustainability is the biggest challenge facing Australia's local governments which is why it remains one of ALGA's top priorities. Sustainably funded, councils can play a key role delivering local solutions to national priorities.

The 2025 Parliamentary inquiry interim report into local government sustainability confirmed that the role of councils has evolved and expanded over time, putting significant pressure on local government budgets. It is critical the Federal Government reinstates and finalises the Parliamentary inquiry into local government sustainability.

For almost one in four councils, federal Financial Assistance Grants make up at least 20 per cent of their annual operating revenue. This funding is untied, meaning it can be used to address local priorities.

Over the past 30 years, the value of Financial Assistance Grants as a percentage of Commonwealth taxation revenue has dropped from 1% in 1996 to just 0.5% today. To address this, ALGA is advocating for a **return to 1% of Commonwealth taxation revenue for local government over the next three years**.

ALGA also proposes five new, untied funding streams to be distributed to all councils on a formula basis, including:

- \$1.1 billion per year for enabling infrastructure to unlock housing supply,
- \$500 million per year for community infrastructure,
- \$600 million per year for safer local roads,
- \$900 million per year for increased local government emergency management capability and capacity, and
- \$400 million per year for climate adaptation.

Additionally ALGA advocates for permanent, full membership of National Cabinet, the Council on Federal Financial Relations and the Local Government Ministers' Forum to ensure local perspectives are considered in national decision making.

What are the opportunities to address financial sustainability across councils, and support their capacity to deliver local solutions to national priorities?

Are there improvements to be made to existing federal funding programs and arrangements that would support improved local government financial sustainability?

2. EMERGENCY MANAGEMENT

The frequency, duration, and severity of natural disasters in Australia are a major concern for local governments.

Between 2019 and 2023, 434 of Australia's 537 councils faced natural disasters. Since 2020, 346 councils have dealt with at least two or more natural disasters. These numbers highlight that Australia will likely face more frequent and severe climate-driven disasters in the future, as noted by the 2025 Australian National Climate Risk Assessment (NCRA). Regional communities, which have the least capacity to plan and respond to natural disasters, are often hit the hardest. However, the NCRA also warns that even areas that have never experienced disasters will face one at some point as the climate continues to warm.

More frequent disasters will further strain emergency services and disaster response and recovery efforts at all levels of government. Natural disasters currently cost Australia \$38 billion per year in direct physical damage, economic disruption, and social impacts, affecting millions of people. This figure is forecast to rise to approximately \$73 billion by 2060.

Councils are crucial in supporting their communities during and after disasters, but do not have enough funding to carry out these functions. They are already stretched thin, with many councils facing financial instability, and the increasing frequency of disasters has a cumulative financial impact.

Investing more in disaster prevention and resilience, as well as boosting local government emergency management response funding, will save money in the long run and better protect lives, homes, and businesses. Every dollar spent on reducing the impact of climate-related disasters saves the government up to \$8 in the long term.

ALGA is asking for \$900 million per year to help councils improve their disaster response and resilience. They also want the Commonwealth to fully implement the recommendations from the Royal Commission into National Natural Disaster Arrangements and other major reviews, including the Independent Review of National Natural Disaster Governance Arrangements (the Glasser Review) and the Independent Review of Commonwealth Disaster Funding (the Colvin Review).

The Independent Reviews by Colvin and Glasser support a strategic shift towards disaster risk reduction and resilience. The Colvin Review recommended a major capacity uplift for local government and an enhanced national training and exercise regime which tests and builds local government capability. However, while ALGA notes the need to invest in risk-reduction and resilience-building initiatives, embedding recovery at all points along the emergency management continuum, should always be at the front of mind for all levels of government. ALGA's response to these Reviews reiterated the need for a sustainable funding model for disasters through a non-competitive pathway, and dedicated funding for local government.

Councils are encouraged to draw on their practical experience of the improvements that could be made to better support them in preparing, responding to, and recovering from, natural disasters.

Please note that many aspects of emergency management are state or territory responsibilities, and your motions should focus on how the Australian Government could assist.

What new programs, or improvements to existing programs, could the Australian Government develop to partner with local government to improve the current natural disaster management systems to further assist in recovery and build resilience?

How can the Government best support Australian councils to prepare for, respond to and recover from natural disasters?

3. HOUSING AND PLANNING

Australia is experiencing an affordable housing crisis, with a lack of housing supply impacting on homeowners and renters.

The crisis is leading to more people experiencing homelessness and struggling with housing insecurity and affordability.

In many jurisdictions, local government performs a key role in zoning and approving housing and delivering enabling infrastructure. However, councils are often unfairly blamed for delays in housing approvals when most applications that meet the requirements are processed quickly and efficiently.

One of the biggest barriers to building more homes is a lack of funding for enabling infrastructure, including the roads, power and water connections necessary for new developments.

The National Housing Accord – which ALGA is a signatory to on behalf of local government - sets an ambitious national target of 1.2 million new, well-located homes over the next five years. According to ALGA's research, it will cost at least \$5.7 billion to build the infrastructure needed to meet the national housing target. This is in addition to the existing funding gaps for local government infrastructure, which is estimated to be between \$50-\$55 billion for replacing infrastructure in poor condition (2024 National State of the Assets Report).

The 2024 Addressing the Housing Crisis: Unlocking Local Government's Contribution Report by Equity Economics found that 40% of surveyed local governments have reduced new infrastructure developments due to insufficient funding for enabling infrastructure required to support new housing, further exacerbating the housing crisis.

ALGA is calling for a new five-year, \$1.1 billion annual fund that would be provided to all councils to get the foundations right for increasing Australia's housing supply.

We are advocating for local governments to be provided with \$500 million per year for critical and community infrastructure and assets that will help create more liveable communities.

ALGA is also seeking a seat at the table for national discussions on housing policy, including full membership of National Cabinet and the Housing and Homelessness Ministerial Council.

What new programs and policies could the Australian Government develop to partner with local government to support the provision of more affordable housing?

How can local governments be better supported in their role in planning and approving housing, and delivering enabling infrastructure?



4. ROADS AND INFRASTRUCTURE

Local governments are responsible for about one-third of Australia's public infrastructure, including local roads, buildings, facilities, airports, water and land.

According to ALGA's 2024 National State of the Assets report, Australia's councils manage over \$600 billion worth of assets and infrastructure, which is about ten times their annual revenue.

This makes local governments the most asset-intensive level of government. Councils manage local roads, which make up around 75% of the national road network, totalling more than 650,000 km. These roads serve every Australian and business daily, and are key to Australia's productivity.

Safer roads

The unacceptable number of deaths and serious injuries on Australian roads has continued to rise every year since 2020.

Tragically, around half of all fatal road crashes occur on local roads in regional areas. During the 12 months ending August 2025 there were 1,353 road deaths, 4.3% higher than the same time in the previous year, according to national road safety data.

Effectively funding the maintenance and necessary safety upgrades of Australia's local road network is a big challenge, and despite recent increases in the federal Roads to Recovery funding, there is still a \$500 million per year shortfall, according to the 2023 Grattan Institute's Potholes and Pitfalls report.

ALGA is calling for \$600 million per year safer roads fund – with \$500 million for infrastructure improvements and \$100 million for road safety programs – to support all councils to play a more effective role reducing deaths on Australian roads.

Community infrastructure

Local government libraries, playgrounds, bike paths and community centres are vital to the wellbeing and liveability of communities. However, many of these facilities need significant attention and upgrades.

According to ALGA's 2024 National State of the Assets report, around \$8.3 billion of local government buildings and facilities and \$2.9 billion of parks and recreation assets are in poor condition.

On a positive note, since 2021, the amount of local government buildings and facilities in poor condition has fallen from 10 per cent to eight per cent. This is the result of increased federal investment through the Local Roads and Community Infrastructure program, from both the Coalition and Labor governments since 2020.

Unfortunately, this program has ceased and there is an urgent need for ongoing and significant community infrastructure. ALGA is proposing a \$500 million per year community infrastructure fund – to be provided to all councils – to build, (and importantly), maintain and upgrade the local facilities that make communities great.

Are there new programs or initiatives that the Australian Government could adopt to improve the long-term sustainability of local government roads and community infrastructure?

Are there programs or initiatives that the Australian Government could provide to improve the sector's capacity to manage local government infrastructure and to integrate these plans into long-term financial plans?

Are there opportunities for the Australian Government to support councils to invest in local infrastructure that will help address national priorities?

5. CLOSING THE GAP

Local governments play a crucial role in closing the gap between Indigenous and non-Indigenous Australians. ALGA is a signatory to the National Agreement on Closing the Gap Partnership, which focuses on four priority reform targets and 19 socio-economic targets in areas like education, employment, health, justice, safety, housing, land and waters, and Aboriginal and Torres Strait Islander languages.

Local governments are uniquely positioned to support partnerships that address long-term service gaps and ensure their delivery. However, the Productivity Commission Review of the National Agreement on Closing the Gap found that Federal and state governments are not adequately supporting or involving local governments in these reforms.

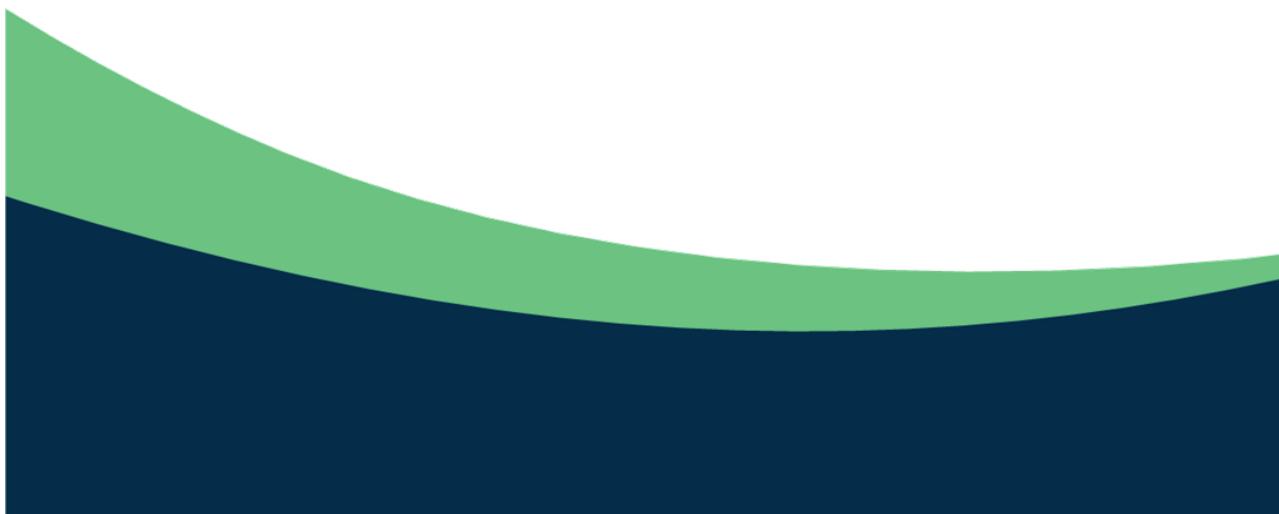
ALGA is calling for more resourcing and funding for local government, to support place-based initiatives or broader programs to enable councils to better facilitate and meet Closing the Gap objectives in their communities.

ALGA is also advocating for the Commonwealth to:

- Establish a national framework/set of protocols outlining which Federal Government departments/agencies should engage with local government in place-based initiatives, and planning for community-level projects or expenditure.
- Seek greater local government input in programs that impact on Closing the Gap targets to better shape programs with local knowledge and the needs of specific communities.
- Develop programs, with state and territory governments, to include funded support positions for local government coordination and partnership efforts (including member associations).
- Recognise councils with majority or all Aboriginal-elected members as key service delivery bodies in policy and program development.

Are there programs or initiatives that the Australian Government could adopt to assist local government to advance reconciliation and close the gap?

Are there practical programs or initiatives that local government and the Australian Government could introduce to maintain, build and strengthen the level of trust between Aboriginal and Torres Strait Islanders and governments?



6. JOBS AND SKILLS

Australia's jobs and skills crisis is significantly impacting local governments, which employ around 213,000 people nationwide. ALGA's 2022 Local Government Workforce Skills and Capability Survey found that nine out of ten Australian councils face jobs and skills shortages, hindering project and service delivery.

Town planners, building surveyors, and engineers are the most in-demand professions. These roles are crucial for supporting and enabling communities to become more resilient and to help boost local economic growth and national productivity. National priorities, such as increasing housing supply, cannot be achieved without local government support and the right professionals to undertake this work.

Several factors drive these skill shortages, including difficulty attracting young people to local government jobs, lack of available training courses, wage competition, and insufficient resources to upskill the current workforce. This includes access to training facilities for rural and remote councils, workplace supervisors, subject matter experts, and contextualized training resources.

Councils urgently need more federal funding to invest in workforce development and training programs, attract workers to regional areas, and address broader skills shortages in the national economy.

ALGA is calling for the Federal Government's National Skills Plan to acknowledge the vital role of local governments as employers in training and skills development. ALGA also seeks funding opportunities for council employees to access training for identified skills shortage areas, especially in regional and remote communities.

Additionally, it is important for the Commonwealth to undertake a national audit of institutions offering urban and land use planning, building surveyors, and engineering qualifications, and to identify more readily available pathways for regional and remote study.

Are there programs or initiatives that the Australian Government could implement that would enhance local government's capacity to attract and retain appropriately skilled staff now and into the future?

Are there programs or changes to existing programs that would increase local government's ability to employ apprentices and trainees?

Are there other initiatives that the Australian Government could provide to improve the sector's ability to plan and develop skills fit for the future?

7. ENVIRONMENT

Local governments play a crucial role in protecting our local environment including places, flora and fauna.

Councils spend more money on environmental protection than any other level of government. According to SGS Economics and Planning, councils spent \$6.75 billion in 2021-22 on biodiversity, biosecurity, water management, and waste management. By comparison, states and territories spent \$6.62 billion, and the Commonwealth allocated \$6.7 billion over the same period.

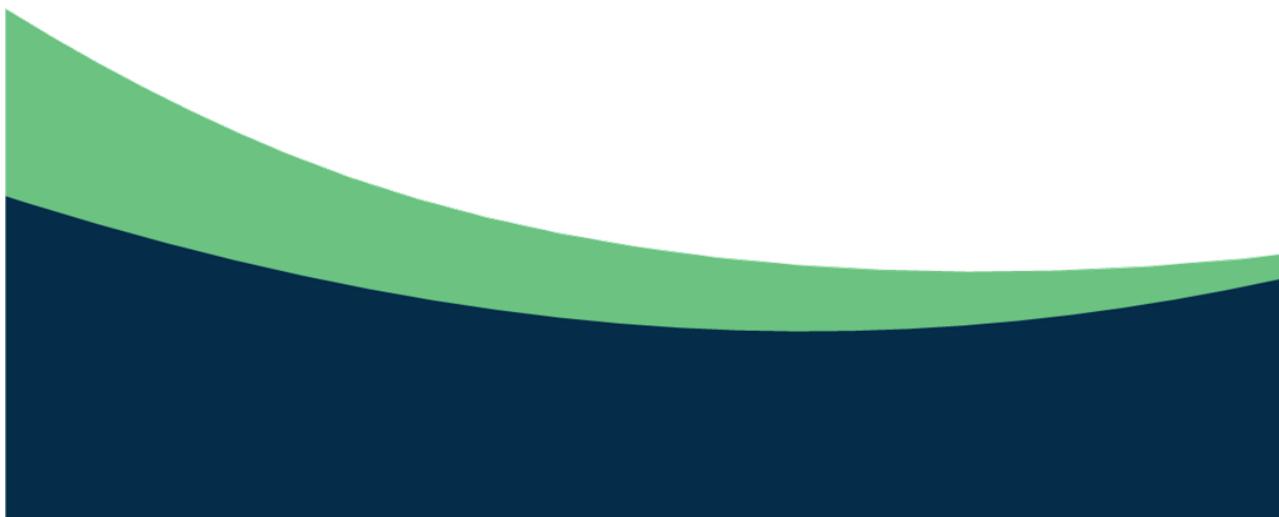
Local government is also key in improving waste management and resource recovery to reduce pollution, maintain communities and keep people healthy. However, as the Australian Government recently reported, we are running out of viable landfill space and circular economy solutions are required.

Local governments are ideal partners for on-the-ground action to deliver environmental priorities and outcomes, but they need better funding and support.

Councils bring a local, community-based and integrated approach to managing environmental issues, including weed and pest management, monitoring and protecting threatened species, contributing to water security and enhancing biodiversity.

ALGA is calling on the Federal Government to:

- Fund councils to support the delivery of national environmental outcomes. This includes outcomes stipulated in international conventions, threatened species action plans, matters of national, state, and local environmental significance, and any new obligations/expectations under reforms to the Environmental Protection and Biodiversity Conservation (EPBC) Act.
- Fund local governments to manage environmental threats, including pests, weeds, and biosecurity threats.
- Ensure local government is appropriately recognised and engaged through environmental law reform processes.
- Seek agreement, under the National Water Initiative, on the overarching social, cultural, economic and environmental outcomes and goals for water on a national and holistic basis, and action planning and funding and achieve these outcomes and goals.



Attachment 1 Discussion Paper and Motions Criteria

Waste management and resource recovery

Collecting, treating, and disposing of waste costs local governments an estimated \$3.5 billion annually.

The 2022 National Waste report revealed waste generation has increased 20 per cent over the last 15 years (8.3 per cent coming from municipal waste). Although, recycling and recovery of Australia's core waste has increased by 57 per cent since 2006-07, Australia still has one of the lowest rates of recycling among OCED countries.

The responsibility and cost for waste reduction in Australia should be borne by industry, and not local governments.

Implementing mandatory product stewardship, including payments to local governments for any residual resource recovery services, would ensure producer responsibility is operationalised and reduce the cost and risk burden on councils.

ALGA is advocating for the Federal Government to:

- Establish a mandatory product stewardship approach for waste materials and ensure product stewardship schemes include, and are effective, in regional and remote areas.
- Ban the importation and manufacturing of products containing identified contaminants.
- Prioritise national policy attention to waste streams with the highest potential to improve environmental outcomes, reduce costs to local government, and create economic opportunity.
- Introduce a 'local government impact assessment' into national waste policy and reform processes to ensure council interests are systematically incorporated into policy design.

How could the Australian Government partner with local government to strengthen Australia's environmental services and infrastructure?

What new programs could the Australian Government partner with local government in to progress local regional and national objectives?

What actions and investments should the Australian Government prioritise to improve resource recovery rates?

What initiatives and approaches should the Australian Government take to improve waste, recycling and resource recovery in regional, rural and remote LGAs?

What are the most significant opportunities in the circular economy and how can the Australian Government engage with local governments to leverage these opportunities?

8. CYBER SECURITY

Cyber security is a growing risk for all Australian governments and businesses, and councils are not immune. However many local governments are under-resourced and struggle to deal with increasingly sophisticated cyber threats and attacks.

Local governments manage large amounts of sensitive data about communities and community members, including private information from the aged care, health, and social services they deliver. Furthermore, most councils are responsible for managing critical infrastructure, including water, waste, power networks, and transport systems.

Councils need greater support to strengthen their cyber security preparedness and response capability, and protect valuable data.

ALGA is calling for greater funding and support from the federal government to improve cyber security capability and capacity across the local government sector.

Drawing upon your council's experience, and your knowledge of other councils within your state or territory, are there programs and initiatives that the Australian Government could implement to help local government develop its digital technology services and infrastructure?

Are there actions the Australian Government could take to improve cyber security within the local government sector?

9. CLIMATE CHANGE

The impacts of climate change – including from more frequent and severe natural disasters, coastal erosion and rising temperatures – are being felt right across every community.

Councils, being the closest government to communities, are crucial in creating a sustainable future and helping the Federal Government achieve net zero emissions by 2050. However, they need support to manage these impacts.

Climate adaptation

Local governments are on the frontline of climate adaptation. They build public swimming pools to keep people cool, plant trees for shade, and upgrade stormwater systems to handle heavy rains. With their local knowledge and leadership, they play a vital role in addressing climate risks and seizing new opportunities from new industries and achieving national climate adaptation objectives.

Councils are already investing significantly in climate adaptation, but they need more support to match the scale of the challenges. ALGA's modelling shows that councils deliver \$0.8 to \$3.1 in benefits for every \$1 invested. A \$2 billion investment by 2030 could benefit local communities by \$2.2 to \$4.7 billion.

ALGA is calling for a new \$400 million per year climate adaptation fund, to be distributed across all councils to provide local, place-based solutions to Australia's changing climate.

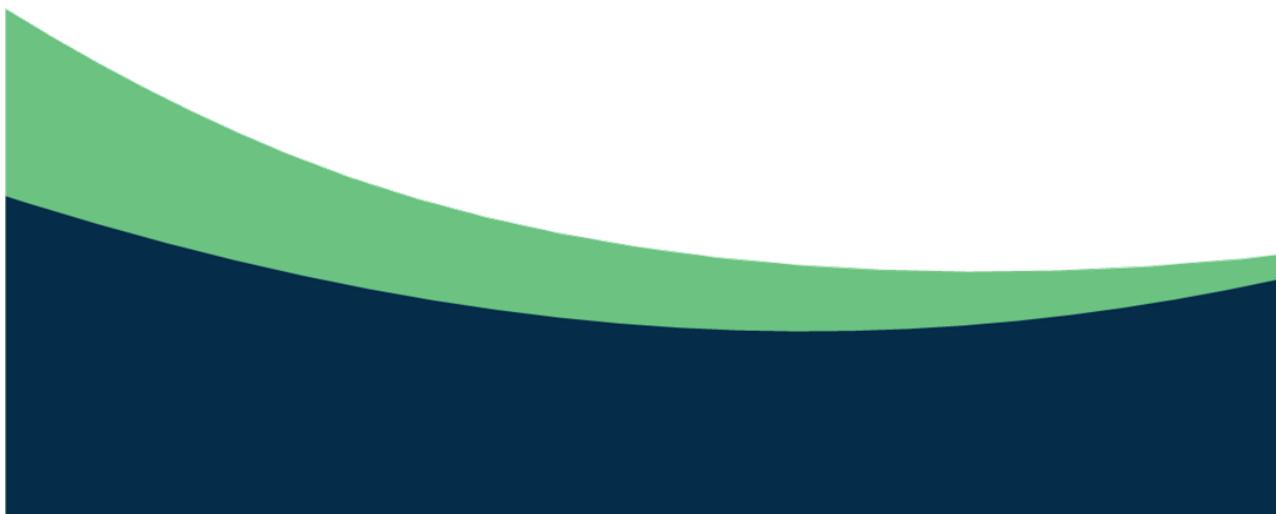
We are also asking the Federal Government to:

- Streamline and make it easier for local governments to undertake climate risk management. This should involve implementing a voluntary climate risk framework for local government which supports consistent climate risk assessment, reporting, decision making and expenditure.
- Develop, operate and maintain an information and data suite designed specifically for local government adaptation use (on an opt-in basis).

Emissions reduction

The Australian Local Government Climate Review 2024 found that 86% of councils (out of 120 respondents) had an emissions inventory. However, they face barriers in reducing corporate emissions, such as internal resourcing (69%), funding (64%), and staff capability (40%).

While councils are committed to reducing emissions locally, they need more funding to avoid burdening ratepayers and to allow communities to benefit from low-emissions technologies sooner.



Attachment 1 Discussion Paper and Motions Criteria

ALGA is asking the Federal Government to:

- Collaborate with local governments as part of a multi-level governance approach (per the Australian Government's pledge to the Coalition for High Ambition Multilevel Partnerships) to undertake strategic planning and prioritisation of net zero projects, infrastructure and service needs on a regional level.
- Fund emissions reduction plans with local governments across states and territories to facilitate a place-based approach to achieving net zero communities.
- Expand, and make more accessible, existing funding programs which enable local governments to reduce emissions and support community emissions reduction.
- Provide councils with accessible and nationally harmonised tools to maintain pace with trends in emissions measurement and reporting.
- Ensure local governments are compensated where emissions reduction processes place additional pressure on services and infrastructure (e.g. heavier EV truck impact on maintenance/standards of roads/bridges).

Renewable energy transition

Local governments are crucial partners in the transition to net zero. They engage with project proponents, negotiate community benefits, provide trusted information to residents, and manage the impacts of large projects on roads, housing, and local skills.

Councils strive to create a positive long-term legacy while balancing the immediate risks and impacts of the transition.

ALGA is asking the Federal Government to:

- Create a program of work dedicated to understanding local government experiences with renewable energy transition in their local area and region and develop specific supports for local governments.
- Establish a national approach and mechanism for cost recovery to local governments for the role of brokering benefits between project proponents and their communities, benefitting all Australians.
- Develop and maintain regional plans and a national map demonstrating zoning for prospective and proposed renewable energy projects and transmission corridors.

Noting the Australian Government's approach to reducing emissions, are there partnerships, programs, and initiatives that local government and the Australian Government can form to achieve Australia's 2050 net zero emissions target?

What are the opportunities to support councils to increase community resilience to the impacts of climate change?

What support do councils need to ensure that renewable energy projects deliver lasting benefits to the communities that house them?

What are the most significant climate risks being faced by local governments and what approach should the Australian Government take to supporting councils?

What roles and responsibilities for emissions reduction and climate risk management is your council shouldering that should be primarily managed by other levels of government? How should this responsibility be shared or rebalanced?

What are the most significant emissions reduction opportunities for your council and what could the Commonwealth provide to enable you to implement these opportunities?

10. INTERGOVERNMENTAL RELATIONS

ALGA has unique access and insight into government decision-making in Australia.

We represent local government at Ministerial Councils and forums on a range of key issues including transport, emergency management, energy, climate, environment, planning, culture and Closing the Gap.

At these meetings, ALGA's leaders provide a powerful and strong voice for councils and communities, and ensure local perspectives are considered in national policy development.

However, ALGA does not have a permanent voice on National Cabinet – the main forum linking all governments across the nation.

For almost 30 years, ALGA was a valued member and contributor to the Council of Australian Governments (COAG). However, ALGA's membership did not carry over when COAG transitioned to National Cabinet in 2020, and ALGA now only attends one meeting each year as an observer. ALGA is also invited to attend one meeting per year of the Council on Federal Financial Relations.

ALGA is calling on the Federal Government to return ALGA as a full member of National Cabinet with ongoing membership and voting rights. This will enable local government leaders to provide local perspectives on national decision making and ensure the views of Australian communities are understood and considered.

We are also seeking full membership of the Local Government Ministers' Forum, which ALGA currently attends in an ex-officio capacity.

Given the important role councils play delivering local solutions to national priorities, how can intergovernmental arrangements be further improved in Australia?

Are there new initiatives and programs that could be adopted to improve the level of cooperation and collaboration between the Australian Government and local government?



CONCLUSION

Thank you for taking the time to read this discussion paper and your support for the 2026 National General Assembly of Local Government.

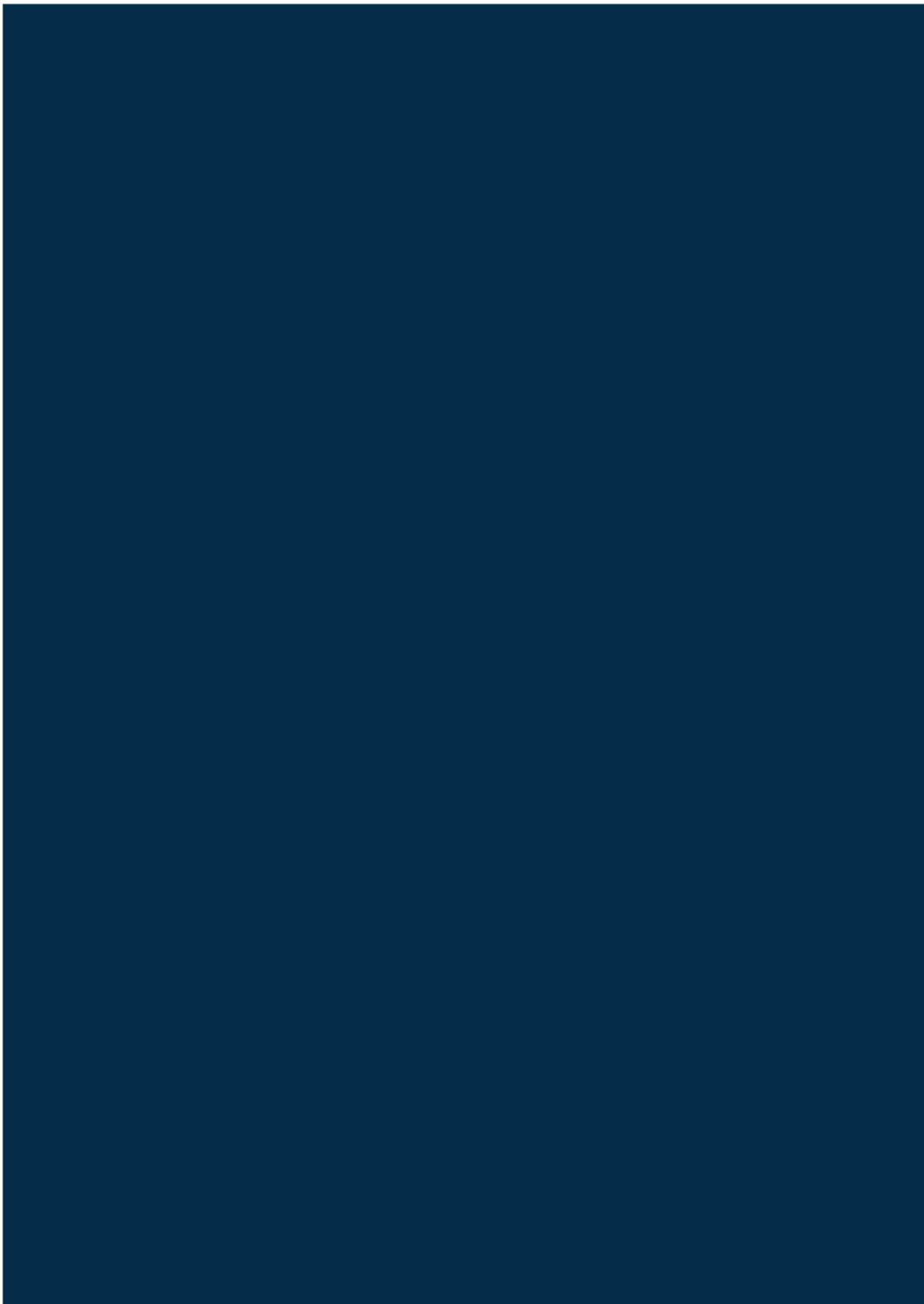
A final reminder:

- Motions should be lodged electronically at www.alga.com.au and received no later than **11.59pm AEST on 27 February 2026**.
- Motions must meet the criteria published in this paper.
- Motions should commence with the following wording: *This National General Assembly calls on the Australian Government to...*
- Motions should not be prescriptive in directing how the matter should be pursued.
- Motions should be practical, focussed and relatively simple.
- It is important to complete the background section on the form.
- Motions must not seek to advance an outcome that would result in a benefit to one group of councils to the detriment of another.
- When your council submits a motion there is an expectation that a council representative will be present at the 2026 National General Assembly to move and speak to that motion if required.
- Resolutions of the National General Assembly do not automatically become ALGA's national policy positions. The resolutions are used by the ALGA Board to inform policies, priorities and strategies to advance local governments within the national agenda.

We look forward to hearing from you and seeing you at the 2026 National General Assembly in Canberra.



Attachment 1 Discussion Paper and Motions Criteria



5.2 Leave of Absence

RECORD NUMBER: 2025/2546

AUTHOR: Janessa Constantine, Manager Corporate Governance

EXECUTIVE SUMMARY

The following report seeks Council's approval for the request for a Leave of Absence for Councillor Frances Kinghorne for 17 February 2026 including the Council Meeting of this day.

LINK TO DELIVERY/OPERATIONAL PLAN

The recommendation in this report relates to the Delivery/Operational Plan strategy "15.1 Provide representative, responsible and accountable community governance".

FINANCIAL IMPLICATIONS

Nil.

POLICY AND GOVERNANCE IMPLICATIONS

Nil.

RECOMMENDATION

That a Leave of Absence be granted to Cr Frances Kinghorne for 17 February 2026.

FURTHER CONSIDERATIONS

The recommendation of this report has been assessed against Council's key risk categories and the following comments are provided:

Service/Project Delivery	Nil.
Financial	Nil.
Reputation/Political	Nil.
Environment	Nil.
Compliance	Nil.
People & WHS	Nil.
Information Technology/ Cyber Security	Nil.

SUPPORTING INFORMATION

An application for a Leave of Absence was submitted to the Chief Executive Officer on 17 November 2025 from Cr Kinghorne requesting leave for the purpose of attending to personal family affairs. Cr Kinghorne will be unavailable to attend the Council Meeting of 17 February 2026. It is recommended that Council resolve to approve the Leave of Absence.

5.3 Staff Travel and Accommodations Costs - Council Meetings

RECORD NUMBER: 2026/10

AUTHOR: Jen Sharp, Director Corporate & Commercial Services

EXECUTIVE SUMMARY

This paper is a response to the question taken on notice requesting information on the cost of Staff Travel and Accommodation required to attend Council meetings in the last two terms of Council.

Council employees some staff who reside outside of the Orange Local Government Area. Those employees travel home each evening at their own choice. Where a Council employee is required to attend a Council meeting which does not conclude until late in the evening the risk of those employees driving home after working additional hours and at the late hour is assessed from a work health and safety perspective. Where deemed necessary employees are offered accommodation in Orange after long Council meetings.

The total accommodation costs for the past two terms have been calculated at \$4,331.80.

LINK TO DELIVERY/OPERATIONAL PLAN

The recommendation in this report relates to the Delivery/Operational Plan strategy "15.3 Ensure financial stability and support efficient ongoing operation".

FINANCIAL IMPLICATIONS

The cost of accommodation following late Council meetings is incurred by Council on occasions where, for safety reasons, employees are approved to stay overnight. A modest budget is allocated for this cost each year.

POLICY AND GOVERNANCE IMPLICATIONS

There are no policy or governance implications to this paper as it is only to note the costs incurred. If a motion were to pass regarding the future costs, then existing policies should be taken into consideration.

RECOMMENDATION

1. That Council note the report on the accommodation costs incurred relating to attending Council meetings.

FURTHER CONSIDERATIONS

The recommendation of this report has been assessed against Council's key risk categories and the following comments are provided:

Service/Project Delivery	Ensuring that staff are available for the effective and efficient running of Council meetings is essential. This is part of the service delivery of the Council.
Financial	The costs associated with mitigating this risk are included in the operational budget of the Council. There has been no excessive use of accommodation identified and therefore no additional risks identified as part of this paper.
Reputation/Political	There are no political or reputational risks identified that relate to the noting of this paper.
Environment	There are no environmental implications to noting the contents of this paper.
Compliance	There are no compliance implications to the noting of this paper

5.3 Staff Travel and Accommodations Costs - Council Meetings

People & WHS	This report relates to the costs of a WHS risk that is lowered by ensuring that staff members who have been performing overtime by attending late night Council meetings have accommodation near the Council rather than traveling over 50km to their normal place of residence.
Information Technology/ Cyber Security	There are no IT or Cyber Security risks associated with this report

SUPPORTING INFORMATION

There were no accommodation costs incurred before February 2022 when the Director of Corporate and Commercial Services at the time identified the risk.

From February 2022 to the end of December 2025 there were \$4,331.80 in accommodation costs incurred.

5.4 Fees and Charges Amendments

RECORD NUMBER: 2025/2771

AUTHOR: John Thompson, Chief Financial Officer

EXECUTIVE SUMMARY

Council has received advice from Australia Taxation Office sought by the CNSWJO that resulted in a change to our position on GST - that Australian Government agencies are not subject to GST for:

- The supply of burial right in a public cemetery
- The renewal of a burial right in a public cemetery; and
- The supply of any permission that must be obtained under state or territory legislation to exercise a burial right by physically burying human remains or creating a memorial at the location covered by the burial right.

Council's Fees and Charges relating to cemetery operations require a change to the GST Status as outlined in the body of the report. The proposed changes were exhibited publicly from 24 November – 22 December 2025 with no submissions received. It is recommended that Council adopt the updated fees.

LINK TO DELIVERY/OPERATIONAL PLAN

The recommendation in this report relates to the Delivery/Operational Plan strategy "15.3 Ensure financial stability and support efficient ongoing operation".

FINANCIAL IMPLICATIONS

Nil.

POLICY AND GOVERNANCE IMPLICATIONS

New fees and charges must be advertised for 28 days in accordance with the Local Government Act.

RECOMMENDATION

That Council adopts the Cemetery related GST charge change for all Cemetery related charges excluding those listed under Miscellaneous as outlined in the report.

FURTHER CONSIDERATIONS

The recommendation of this report has been assessed against Council's key risk categories, and the following comments are provided:

Service/Project Delivery	Changes to GST status may affect administrative processes and service delivery timelines.
Financial	Adjustments to GST treatment may impact revenue collection and financial reporting obligations.
Reputation/Political	Community sensitivity around cemetery fees may influence perceptions of fairness and transparency.
Environment	No direct environmental risks identified in relation to GST adjustments for cemetery operations.
Compliance	GST changes must comply with ATO requirements and Council's financial management policies.
People & WHS	No direct WHS risks identified, though staff may require support to implement changes accurately.
Information Technology/ Cyber Security	System updates may be required to ensure correct GST application and secure financial data handling.

5.4 Fees and Charges Amendments

SUPPORTING INFORMATION

The following charges were placed on public exhibition from 24 November – 22 December 2025. No submissions were received during the exhibition period. The current fees are located on pages 67-69 of the adopted Fees & Charges available at <https://www.orange.nsw.gov.au/plans-and-policies/community-strategic-plan/>

All Cemetery related fees excluding those listed under Miscellaneous Charges will be amended to no longer attract GST. The last column of the Fees listings shown below for these items would be changed from Y to N following the exhibition period and subsequent adoption by Council.

5.4 Fees and Charges Amendments

Objective 12 - Preserve

Cemetery

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Funeral Late Fee (>30 Minutes after booking time)	\$188.45	\$178.18	\$17.82	\$196.00	N	Y

Old Portion

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Interment of ashes in existing allotment	\$195.00	\$186.36	\$18.64	\$205.00	N	Y
Land for grave	\$400.00	\$377.27	\$37.73	\$415.00	N	Y
Perpetual Maintenance	\$1,015.00	\$959.09	\$95.91	\$1,055.00	N	Y
Reopening of grave with tombstone or slab – Contractor's charges plus	\$185.00	\$172.73	\$17.27	\$190.00	N	Y
Interment of bodies – weekdays	\$540.00	\$509.09	\$50.91	\$560.00	N	Y

Baby Section (In Lawn Portion)

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Interment	\$400.00	\$377.27	\$37.73	\$415.00	N	Y

Lawn Portion - Denominational

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Land for each grave, first interment and perpetual maintenance	\$3,125.00	\$2,954.55	\$295.45	\$3,250.00	N	Y

Levy - NSW Government Interment Services Levy

A NSW Government Interment Services Levy may be applied to all interments as prescribed by the Cemeteries and Crematoria Act. The Levy being prescribed by State Legislation, along with GST would be additional to all Council fees and charges.

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Ash Interment (each)	\$0.00	\$63.00	\$6.30	\$69.30	Y	Y
Burial (each)	\$0.00	\$156.00	\$15.60	\$171.60	Y	Y

Lawn Portion - Non-Denominational

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Land for each grave, first interment, and perpetual maintenance	\$3,615.00	\$3,418.18	\$341.82	\$3,760.00	N	Y

Lawn Portion

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Reopening of grave for second interment	\$910.00	\$859.09	\$85.91	\$945.00	N	Y

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5.4 Fees and Charges Amendments

Lawn Portion [continued]

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Interment of ashes from Crematorium, in lawn (new plot) and perpetual maintenance	\$2,910.00	\$2,750.00	\$275.00	\$3,025.00	N	Y
Interment of ashes in Columbarium Wall - owner to provide plaque	\$605.00	\$572.73	\$57.27	\$630.00	N	Y

Right of Burial (Reservation of Burial Plot)

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Right of Burial (Old and Lawn Portions)	\$1,286.36	\$1,338.00	\$0.00	\$1,338.00	N	N

Aboveground Crypt Space (Section M)

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Land for Vault – for plot 1.0 m x 3 m – including perpetual maintenance	\$2,825.00	\$2,672.73	\$267.27	\$2,940.00	N	Y

Aboveground Crypt Space (Section N)

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Land for Vault – for plot 1.3 m x 2.4 m – including perpetual maintenance	\$3,822.00	\$3,613.64	\$361.36	\$3,975.00	N	Y

Out of normal working hours Interment (In addition to regular fees)

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Interment of bodies – Saturdays or Public Holidays	\$855.00	\$809.09	\$80.91	\$890.00	N	Y
Columbarium Wall Ashes interment - not including plaque	\$362.00	\$400.00	\$40.00	\$440.00	N	Y

Aboveground Vault Space

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Land for Vault – for plot – including perpetual maintenance – fee per square metre	\$955.00	\$904.55	\$90.45	\$995.00	N	Y

Melaleuca Gardens

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Reservation Fee	\$4,765.00	\$4,504.55	\$450.45	\$4,955.00	N	Y
Land for each grave, single interment, and perpetual maintenance	\$5,003.00	\$4,730.00	\$473.00	\$5,203.00	N	Y
Interment fee (less original reservation fee paid)	\$5,005.00	\$4,731.82	\$473.18	\$5,205.00	N	Y

continued on next page ...

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5.4 Fees and Charges Amendments

Melaleuca Gardens [continued]

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Interment of ashes from Crematorium, including perpetual maintenance	\$630.00	\$595.45	\$59.55	\$655.00	N	Y

Memorial Gardens

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Interment Fee	\$0.00	\$186.36	\$18.64	\$205.00	N	Y
Purchase of allotment for interment of ashes from Crematorium, in memorial gardens wall, including perpetual maintenance	\$585.00	\$554.55	\$55.45	\$610.00	N	Y

Miscellaneous Charges

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Provision of monument (small, white headstone)	\$235.00	\$222.73	\$22.27	\$245.00	N	Y
Exhumation		Cost plus 15%			N	Y

Annual Permits

Name	Year 24/25		Year 25/26		Statutory	GST
	Fee (incl. GST)	Fee (excl. GST)	GST	Fee (incl. GST)		
Annual permits to carry out works within the Cemetery	\$350.00	\$364.00	\$0.00	\$364.00	N	N

It is recommended that Council adopt the updated GST charge change.

5.5 Strategic Policy Reviews - Exhibition

RECORD NUMBER: 2025/2733

AUTHOR: Janessa Constantine, Manager Corporate Governance

EXECUTIVE SUMMARY

This report presents the following two Strategic Policies which have been drafted and it is recommended they be placed on public exhibition for a period of at least 28 days:

- Strategic Policy - ST45 - Mandatory Data Breach Notification
- Strategic Policy - ST46 - Managing Council's Finances.

LINK TO DELIVERY/OPERATIONAL PLAN

The recommendation in this report relates to the Delivery/Operational Plan strategy "15.1 Provide representative, responsible and accountable community governance".

FINANCIAL IMPLICATIONS

Nil.

POLICY AND GOVERNANCE IMPLICATIONS

Council's Strategic Policies are reviewed and amended to ensure ongoing compliance with legislation and industry best practice.

Policies of Council are of two types – Strategic Policies are determined by Council, and relate to Councillors, required by Legislation or Regulation and/or have an impact on the Orange community. The Local Government Act 1993 requires the public exhibition of Policies (if new or include significant changes) and adoption by Council. Operational Policies are determined and implemented by the Chief Executive Officer and relate to staff and the operations of the organisation.

RECOMMENDATION

That Council resolves to place the following Strategic Policies on public exhibition for a minimum of 28 days:

- Strategic Policy - ST45 - Mandatory Data Breach Notification
- Strategic Policy - ST46 - Managing Council's Finances.

FURTHER CONSIDERATIONS

The recommendation of this report has been assessed against Council's key risk categories and the following comments are provided:

Service/Project Delivery	Public feedback may delay implementation or require changes to planned services.
Financial	Exhibition may lead to cost implications if significant revisions or additional consultation are required.
Reputation/Political	Public disagreement or backlash could affect Council's reputation or political standing.
Environment	Community input may highlight overlooked environmental impacts or concerns.
Compliance	Failure to exhibit policies appropriately may breach statutory consultation requirements.
People & WHS	Feedback may raise workforce-related risks or highlight gaps in safety-related provisions.
Information Technology/ Cyber Security	Online exhibition platforms may be vulnerable to data breaches or cyber threats.

5.5 Strategic Policy Reviews - Exhibition**SUPPORTING INFORMATION**

Outlined below is information relating to It is recommended the policies be placed on public exhibition for a period of at least 28 days to allow for Council and public review and submissions.

Strategic Policy - ST45 - Mandatory Data Breach Notification

Reference	Update
General	<ul style="list-style-type: none">• New Policy

Strategic Policy - ST46 - Managing Council's Finances

Reference	Update
General	<ul style="list-style-type: none">• Renumbering of Policy - Combined Policy's – Debt Recovery, Overdraft Facilities, Investment of Council Funds, Loan Guarantee• Re-written Overdraft Facilities section 3• Updated formatting and current references throughout• Updated Major Bank Listing in s4.20

ATTACHMENTS

- 1 FOR EXHIBITION - Strategic Policy - ST45 - Data Breach, D25/150160 [Download](#)
- 2 FOR EXHIBITION - Strategic Policy - ST46 - Managing Council's Finances, D25/88478 [Download](#)



Strategic Policy – ST45

Data Breach

FOR EXHIBITION



Attachment 1 FOR EXHIBITION - Strategic Policy - ST45 - Data Breach



STRATEGIC POLICY – ST45

1 PURPOSE

1.1 This policy outlines Council's commitment to preparing for, responding to and managing minor data breaches or data breaches that are notifiable under the NSW Mandatory Notification Data Breach (MNDB) scheme to mitigate potential harm to affected individuals and to ensure compliance with legislative requirements.

2 APPLICABILITY

2.1 This policy applies all Council representatives, employees and members of the public.

3 LEGISLATION

3.1 Part 6A of the Privacy and Personal Information Protection Act 1998 (NSW) (PPIP Act) establishes the NSW Mandatory Notification of Data Breach (MNDB) Scheme.

3.2 The MNDB Scheme requires every NSW public sector agency bound by the PPIP Act to notify the Privacy Commissioner and affected individuals of eligible data breaches. Under the scheme, public sector agencies are required to prepare and publish a Data Breach Policy (DBP) for managing such breaches as well as maintaining an internal register and public register of eligible data breaches.

4 DEFINITIONS

Term	Definition
Consultant	A person engaged in an advisory capacity to provide specialist advice or recommendations to assist Council in decision making, generally working without direct supervision on a fee for service agreement.
Contractor	A person engaged to carry out work for Council under the direction of a Council

Term	Definition
Council Representative	Officer on a fixed schedule of work and rates or timesheets.
Data Breach	Councillors, contractors, consultants, volunteers, delegates of Council.
Data Breach Response Team	An incident in which there has been unauthorised access to, unauthorised disclosure or loss of, personal or health information held by Council in circumstances that are likely to result in unauthorised access to, or unauthorised disclosure of, the information.
Eligible Data Breach	Consists of the following: <ul style="list-style-type: none"> • Chief Executive Officer • Directors Corporate & Commercial Services • Manager Information Technology • Manager Corporate Governance/Privacy Officer • Manager Communications & Engagement
Health Information	Where there has been a high risk data breach where a reasonable person would conclude that the access or disclosure of information would likely result in serious harm to one or more of the individuals to whom the information relates.
High Risk Data Breach	Information on the physical or mental health or a disability of an individual.



STRATEGIC POLICY – ST45

Term	Definition	Term	Definition
	harm to one or more of the individuals to whom the information relates (e.g. external hackers breach our firewall and copy valuable customer data).		from the information or opinion and includes information about an individual's physical or mental health, disability, and information connected to the provision of a health service.
Low Risk Data Breach	A loss or exposure of aggregated data only, or of individual level data in circumstances where it is reasonably believed that no real harm could occur (e.g. paper files are left behind in a meeting but quickly retrieved).	Privacy Officer	Manager Corporate Governance.
Mandatory Notification Data Breach	MNDB scheme refers to Part 6A of the Privacy & Personal Information Protection Act 1998 (NSW).	Serious Harm	Serious harm occurs where the harm arising from the eligible data breach has, or may, result in a real and substantial detrimental effect to the individual. The effect on the individual must be more than mere irritation, annoyance or inconvenience.
Medium Risk Data Breach	A loss or exposure of personal information where it is reasonably believed that a third-party recipient does not have malicious intent, and that the data is somewhat protected (e.g. a laptop with encrypted data is left on a bus).	Volunteers	Any person who freely offers to take part in an enterprise or undertake a task. Any person who donates their time for an organisation without being paid.
Personal Information	Personal information for the purposes of the MNDB Scheme includes both 'personal information' as defined in section 4 of the PPIP Act and 'health information', as defined in section 6 of the Health Records and Information Privacy Act 2002 (HRIP Act). This means that for the purposes of the MNDB Scheme, 'personal information' means information or an opinion about an individual whose identity is apparent or can reasonably be ascertained		

5 WHAT IS A DATA BREACH

5.1 A data breach occurs when personal information held by an agency (whether held in digital or hard copy) is subject to unauthorised access, unauthorised disclosure or is lost in circumstances where the loss is likely to result in unauthorised access or unauthorised disclosure.

5.2 This may or may not involve disclosure of personal information external to the agency or publicly. For example, unauthorised access to personal information by an agency employee, or unauthorised sharing of personal information between teams within an agency may amount to a data breach.



STRATEGIC POLICY – ST45

5.3 A data breach may occur as the result of malicious action, systems failure, or human error.

5.4 A data breach may also occur because of a misconception about whether a particular act or practice is permitted under the Information Protection Principles (IPPs).

5.5 Examples of data breaches include:

- Human error:
 - When a letter or email is sent to the wrong recipient
 - When system access is incorrectly granted to someone without appropriate authorisation
 - When a physical asset such as a paper record, laptop, USB stick or mobile phone containing personal information is lost or misplaced
 - When staff fail to implement appropriate password security, for example not securing passwords or sharing password and log in information.
- System failure:
 - Where a coding error allows access to a system without authentication, or results in automatically generated notices including the wrong information or being sent to incorrect recipients
 - Where systems are not maintained through the application of known and supported patches.
- Malicious or Criminal Attack:
 - Cyber incidents such as ransomware, malware, hacking, phishing or brute force access attempts resulting in access to or theft of personal information.
 - Social engineering or impersonation leading into inappropriate disclosure of personal information.
 - Insider threats from agency employees using their valid credentials to access or disclose personal information outside the scope of their duties or permissions.

5.6 Council acknowledges that not all data breaches will be eligible data breaches but regardless Council takes all data breaches seriously.

6 ELIGIBLE DATA BREACH

6.1 The MNDB Scheme applies where an 'eligible data breach' has occurred.

6.2 For a data breach to constitute an 'eligible data breach' under the MNDB Scheme, there are two tests to be satisfied:

1. There is an unauthorised access to, or unauthorised disclosure of, personal information held by a public sector agency or there is a loss of personal information held by a public sector agency in circumstances that are likely to result in unauthorised access to, or unauthorised disclosure of, the information, and
2. A reasonable person would conclude that the access or disclosure of the information would be likely to result in serious harm to an individual to whom the information relates.

7 RESPONDING TO DATA BREACHES

7.1 Council has established a range of systems and processes for preventing and managing data breaches to support this policy.

7.2 There are five key steps required in responding to a data breach:

1. Initial report and triage
2. Contain the breach
3. Assess and mitigate
4. Notify
5. Review.

Attachment 1 FOR EXHIBITION - Strategic Policy - ST45 - Data Breach**STRATEGIC POLICY – ST45**

7.3 The plan documents the steps we will take to quickly and effectively respond to and manage data breaches and manage the risk of any harm to affected individuals.

7.4 The plan establishes a Data Breach Response Team, which includes representatives from relevant teams and positions with appropriate levels of authority to make decisions necessary to:

- assess and contain the impact of the data breach
- decide upon any action to be taken immediately to minimise the exposure and risks to affected individuals and Council
- complete an assessment of the harm that may result from the breach
- engage with and notify any third party agencies such as the NSW Police Force, Cyber Security NSW and the Australian Cyber Security Centre where required
- put in place a communication plan
- ensure we meet our statutory mandatory notification requirements for an eligible data breach.

7.5 Our Privacy Officer will immediately assess breach reports using the Data Breach Self-Assessment Tool from the Information & Privacy Commissioner:
<https://www.ipc.nsw.gov.au/Data-breach-self-assessment-tool>

7.6 The Privacy Officer will immediately assess whether the risk of the data breach is High, Medium or Low.

7.7 In the event the data breach is assessed to be High risk, they will immediately convene the Data Breach Response Team.

7.8 In the event the data breach is assessed to be Medium or Low risk, they will determine the appropriate employees to notify and assist with the management of the incident.

7.9 Council will notify affected individuals of an eligible data breach as soon as practicable where required.

7.10 Where it is possible to identify and contact individuals at risk of serious harm, Council will directly notify those individuals. Council may also publish the notification more broadly, including on our website.

7.11 Where it is not possible to identify which individuals might be at risk of serious harm, but it is possible for us to directly contact all individuals whose data was breached, then we will directly notify all individuals whose data was breached.

7.12 Where it is not reasonably practicable to identify which individuals might be at risk of serious harm, and it is not practicable to directly contact all individuals whose data was breached, Council will publish a notification on our website, in a 'public notification register'.

7.13 Council will notify the NSW Privacy Commissioner, or other regulator, of an eligible data breach in line with reporting requirements.

7.14 Council will maintain and publish a public notification register on our website. And maintain an internal data breach incident register.

7.15 Council's Cyber Security Incident Response Plan contains template communication messages for specific incidents including a cyber security incident.

7.16 Council acknowledges that not all data breaches will be eligible data breaches but regardless Council takes all data breaches seriously.

8 MITIGATING THE RISK

8.1 Council has included the risk of a cyber security (which may involve a data breach) within its Risk Register and established

Attachment 1 FOR EXHIBITION - Strategic Policy - ST45 - Data Breach



STRATEGIC POLICY – ST45

controls to mitigate this risk and its impact on the Council's systems, data holdings and individuals. The loss of IT systems as a result of a cyber security incident is included in the Council's Business Continuity Plan.

8.2 Council regularly reviews policies, procedures and our Privacy Management plan to include how we will manage personal information and identify and prepare for a data breach.

8.3 Council will provide ongoing training to employees and Council representatives on:

- good cyber security practices and awareness of cyber threats
- privacy and health information principles to ensure awareness of how to manage personal information and report and respond to data breaches
- regular training sessions for our managers in information management including cyber security and privacy, and develop appropriate toolbox talks.

8.4 Council will complete regular penetration testing of our systems as part of our Strategic Cyber audit plan.

8.5 Council will ensure the Cyber security plan and Governance Framework is monitored and in line with principles of best practice.

8.6 Council will include appropriate provisions in our contracts with external service providers requiring their Mandatory Notification of Data Breaches.

8.7 Council will keep appropriate records on how we have managed suspected or actual

breaches, including Low, Medium and High Risk breaches in the electronic document management system.

8.8 Council will conduct a post-breach assessment of how we responded to a breach and an annual review of our breach response records, to help identify and remedy any weaknesses or deficiencies in our security, policies processes and training.

9 REPORTING

9.1 All Council representatives are required to report actual or suspected data breaches to our Council's IT Support Team who will then notify the Privacy Officer as soon as possible.

9.2 Members of the public can report actual or suspected data breaches to Council by email council@orange.nsw.gov.au or contacting us on 6393 8000.

10 RELATED DOCUMENTS

- Government Information (Public Access) Act 2009
- Health Records and Information Privacy Act 2002
- Privacy and Personal Information Protection Act 1998
- Strategic Policy ST01 - Code of Conduct
- Strategic Policy ST10 - Privacy Management
- Strategic Policy ST13 - Cyber Security
- Operational Policy - ST153 - Cyber Incident Response .

All policies can be reviewed or revoked by Council, at any time.

ST45 - Strategic Policy - Data Breach

- New policy

Review Due: November 2028	Version V1_25	Last Revision: December 2025
Approved By:	Minute Number:	Approval Date:



Strategic Policy – ST46

Managing Council's Finances

FOR EXHIBITION



PO Box 35, Orange
NSW 2800 Australia

135 Byng Street, Orange
NSW 2800 Australia

P: +61 2 6393 8000
F: +61 2 6393 8199

council@orange.nsw.gov.au
www.orange.nsw.gov.au



STRATEGIC POLICY – ST46

1 PURPOSE

1.1 To provide parameters to enable the sustainable financial management of Council's Finances through Debt Recovery, Loan Guarantees for community organisations that wish to substantially self-fund capital asset projects on Council owned/controlled land, Investment of Council Funds to maximise returns and for the use of Council's Overdraft facilities.

2 DEBT RECOVERY

2.1 Debt recovery under this policy applies to all outstanding accounts including rates, charges and accounts receivable.

2.2 Ratepayer's accounts are deemed to be in arrears when one instalment is not paid by the due date as displayed on the rates and charges notice.

2.3 Accounts Receivable invoices are deemed to be in arrears when the account is not paid by the due date as disclosed on the invoice.

2.4 Debt recovery processes are to commence as soon as practicable for all accounts deemed to be in arrears within the above timeframes, taking into consideration the following:

- a) To be sympathetic to ratepayers and debtors suffering genuine and proven financial hardship.
- b) To fulfil the statutory requirements of both the Local Government Act 1993 and Local Courts (Civil Claims) Act 1970 with respect to the recovery of rates and other debts.

2.5 Council staff are to ensure confidentiality of all proceedings between Council and the ratepayer at all times.

3 OVERDRAFT FACILITIES

3.1 An overdraft facility is a flexible line of credit providing access to funds to manage the day-to-day cash flow needs of Council.

3.2 Council has an established bank overdraft facility for a maximum pre-agreed limit of

\$1mil available from Council's banking institution.

3.3 Council will generally avoid the use of the overdraft facility via careful liquidity management practices that should ensure sufficient funds are available to fund daily expenditure requirement.

3.4 Council maintains a 24-hour cash call account that can be utilised to overcome unplanned short-term liquidity demands.

3.5 Council will ensure that the overdraft facility is only used for short term, unavoidable and essential cash flow purposes.

3.6 It is not appropriate for overdraft facilities to be used for medium or long term financing purposes (for example, to purchase assets) and not to be used as an alternative to borrowing.

3.7 At no time is the overdraft facility to be used as an ongoing debt facility or to fund anything except the highly unlikely need to meet unexpected short-term cash flow needs.

4 INVESTMENT OF COUNCIL FUNDS

4.1 Council aims to:

- maximise returns to Council consistent with all requirements of this Policy
- comply with the legislative requirements and regulations relevant to the management of Council's investments
- to preserve the capital of the investment portfolio
- work within an established framework for monitoring the investments

4.2 Investments are to be placed in a manner that seeks to ensure the security and safeguarding of the investment portfolio. This includes managing credit and interest rate risk within identified thresholds and parameters.

4.3 The investment portfolio is expected to achieve a predetermined market average

Attachment 2 FOR EXHIBITION - Strategic Policy - ST46 - Managing Council's Finances


STRATEGIC POLICY – ST46

rate of return that takes into account Council's risk tolerance. Any additional return target set by Council will also consider the risk limitation and prudent investment principles.

4.4 Council adopts a rolling maturity profile for its investments which can also be used to meet unplanned calls upon its cash.

4.5 The authority for the implementation of Investments in accordance with this policy has been delegated by Council to the Chief Executive Officer in accordance with the Local Government Act 1993.

4.6 The Chief Executive Officer has delegated the day-to-day management of Council's Investment Portfolio to the staff as identified in Council's adopted Register of Delegations.

4.7 Definitions relating to Council's Investments are outlined below:

Term	Definition
CFRN	A Corporate Floating Rate Note (CFRN) is a medium to long-term fixed interest investment where the coupon is a fixed margin ("coupon margin") over a benchmark, also described as a "floating rate". The benchmark is usually the BBSW and is reset at regular intervals – most commonly quarterly.
Grandfathered	Investments held by Council that were previously allowed under the Minister's Order but were "Grandfathered" when the NSW State Government changed the list of Approved investments as a result of the Cole Inquiry.
RAO	The Responsible Accounting Officer (RAO) of a council refers to a member of staff of the council designated by the Chief Executive Officer, or if no such member of staff has been designated, the Chief Executive Officer (LG Regulation Clause 196).
T-Corp, T-Corp-IM	New South Wales Treasury Corporation and its investment management operation.

Prudent Person Standard

4.8 The Council's investments will be managed with the care, diligence and skill that a prudent person would exercise. As trustees of public monies, officers are to manage Council's investment portfolio to safeguard



STRATEGIC POLICY – ST46

the portfolio in accordance with the spirit of this Investment Policy, and not for speculative purposes.

Approved Investments

4.9 All investments must be denominated in Australian Dollars and must be in accordance with the Local Government Act 1993 – Investment Order (Gazetted 11 February 2011).

4.10 As published in the Local Government Act 1993 Investment Order, Council may only invest money in the following forms of investment:

- Any public funds or securities issued by or guaranteed by, the Commonwealth, any State of the Commonwealth or a Territory;
- Any debentures or securities issued by a council (within the meaning of the Local Government Act 1993 (NSW));
- Interest bearing deposits with, or any debentures or bonds issued by, an authorised deposit-taking institution (as defined in the Banking Act 1959 (Cwth)), but excluding subordinated debt obligations
- Any bill of exchange which has a maturity date of not more than 200 days; and if purchased for value confers on the holder in due course a right of recourse against a bank which has been designated as an authorised deposit-taking institution by the Australian Prudential Regulation Authority;
- A deposit with the New South Wales Treasury Corporation or Investments in an Hour-Glass investment facility of the New South Wales Treasury Corporation.

4.11 In addition, the Investment Order provides transitional arrangements to grandfather those investments held prior to the date of the Order.

4.12 This Policy prohibits any investment carried out for speculative purposes including:

- Derivative based instruments
- Principal only investments or securities that provide potentially nil or negative cash flow
- Stand-alone securities issued that have underlying futures, options, forward contracts and swaps of any kind
- The use of leveraging (borrowing to invest) of an investment. However, nothing in the policy shall prohibit the short-term investment of loan proceeds where the loan is raised for non-investment purposes and there is a delay prior to the expenditure of loan funds.

4.13 Investments obtained are to be considered in light of the following key criteria:

- Preservation of Capital – the requirement for preventing losses in an investment portfolio's total value
- Diversification – the requirement to place investments in a broad range of products so as not to be over exposed to a particular sector of the investment market
- Market Risk – the risk that the fair value or future cash flows of an investment will fluctuate due to changes in market prices
- Liquidity Risk – the risk an investor is unable to redeem the investment at a fair price within a timely period
- Maturity Risk – the risk relating to the length of term to maturity of the investment. The larger the term, the greater the length of exposure and risk to market volatilities
- Leveraging Risk – the magnification of an investor's risk and return that occurs when the investor takes on financial leverage through an investment product.

Investment Strategy

4.14 The Investment Strategy shall be developed to support Council's investment objectives for liquidity, security and return. The current investment strategy, inclusive of portfolio percentage and dollar based



STRATEGIC POLICY – ST46

allocations is set out in tabular form later in this document.

Liquidity

4.15 Liquidity refers to the minimum level of liquid funds available to finance day to day requirements. Cash flow must be monitored daily and Council will ensure that it has access within 7 days to at least \$3 million or 5 per cent of the value of its total investments, whichever is the lower amount.

Diversification

4.16 Diversification is used to spread risk and is achieved by establishing maximum percentage investment limits for the value of investments in the following:

- Individual Institutions (varies per credit rating)
- Credit Rating Bands (e.g.: AAA v A) – these are Standard & Poor's Long-Term ratings, Moody's or Fitch equivalents, or other ratings that have an established credibility in the market.

Investment Management Practices

4.17 To ensure that Council funds are prudently invested with care, due diligence and skill, the following investment management practices will be undertaken with the applicable outcomes and objectives in mind:

Risk Area	Outcomes & Objectives
Policy Compliance	The portfolio is at all times compliant with this Policy and relevant regulation.
Liquidity	Under this Investment Strategy, Council shall at all times maintain sufficient funds in "Working Capital" to meet the anticipated liabilities of Council for the following 90 days. In addition, sufficient capital shall be retained in short-term assets to meet Council's funding

Risk Area	Outcomes & Objectives
	requirements, net of anticipated borrowings, for the following 3 to 12 month period. Medium and long-term investments will have varying degrees of liquidity. An early exit from these investments may result in penalties being incurred. Regular reviews of Council's allocation to these investments relative to Council's underlying investment horizons should minimise the risk of having to exit an investment in adverse market conditions. Exposure to medium and long-term investments will be limited to the proportion of the portfolio identified for these investment horizons.
Security	Working Capital Funds, Short-Term Funds and Short-Medium Term Funds (as defined in this document) are to be invested to target capital (principal) security over their nominated investment horizon to an extremely high probability level. Medium Term Funds and Long Term Funds (as defined in this document) are to be invested to target capital (principal) security over their nominated time horizon, and assuming they are held to maturity, to a high probability level. This will be achieved through Counterparty and Credit Quality targets to minimise the risk of loss of capital.



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Risk Area	Outcomes & Objectives
Income	The target for investment income will be consistent with the assumptions included in Council's operational budget.
Total Return	Having provided liquidity, security and income needs, total returns on Council Funds are maximised with the view of achieving the stated investment objective.

Risk Management

4.18 All investments carry a trade-off between risk, liquidity and return. Further, risks can either be amplified or reduced when investments are combined within a portfolio. To address these risks the following mechanisms are in place:

- This Policy is the key risk control document, setting out counterparty risk limits, minimum credit quality of the portfolio and relevant restrictions on particular investment types.
- Council will receive professional assistance with evaluation and monitoring investments to ensure they will meet Council needs. The advisor shall also assist Council to ensure that the commercial terms on which Council is offered investments by fund managers, issuers and brokers are fair and reasonable.
- Council will receive professional assistance with portfolio construction so that:
 - The overall risk of the portfolio can be appropriately assessed
 - The portfolio can be adjusted over time as circumstances warrant
 - Regulatory changes are accommodated; and
 - This Investment Strategy can be properly reviewed from time to time

and recommendations made for improvement as required.

Portfolio Construction

4.19 Council's investment portfolio strategy shall be built around allocation of Council funds into a multidimensional framework that has regard to three key aspects, being:

- a) Credit Quality of the portfolio and the management of Counterparty exposure
- b) Allocation of investments within defined Investment Categories (or asset class) that are included within the approved investment guidelines; and
- c) Time horizon or maturity profile of the portfolio. The framework in which Council's portfolio is managed for each of these aspects is considered below.

Credit Quality Limits

4.20 The portfolio credit guidelines to be adopted will be based on the Standard & Poor's (S&P) ratings system criteria. The equivalent Moody's or Fitch ratings, or the equivalent ratings of other credible agencies may be applied. The maximum holding limit in each rating category for Council's portfolio shall be:

Long-Term Credit Ratings	Maximum Holding
AAA Category	100%
AA Category or Major Banks¹	100%
A Category	60%
BBB Category or Unrated ADI's²	40%

1: AA category also includes TCorpIM Strategic Cash Fund, which typically maintains a credit score consistent with an AA rating. For the purpose of this policy, the current definition of "Major Banks" is: The ADI deposits or senior guaranteed principal and interest ADI securities issued by the major Australian banking groups including ADI subsidiaries, whether or not explicitly guaranteed, including brands such as:

- St George
- Australia and New Zealand Banking Group Limited



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- Commonwealth Bank of Australia
- National Australia Bank Limited
- Westpac Banking Corporation
- Suncorp Bank

2: Council may invest with unrated ADIs up to the limit of the protected investment cap of \$250,000 under the Financial Claims Scheme (FCS).

Counterparty Limits

4.21 Exposure to individual counterparties/ financial institutions will be restricted to their S&P (or equivalent) rating so that single entity exposure is limited, as detailed in the table below. This table does not apply to any managed fund or structured investment grandfathered in accordance with OLG directions where it is not possible to identify a single counterparty exposure.

Long-Term Credit Ratings	Maximum Holding
AAA Category ¹	40%
AA Category or Tier 1 ADI's	30%
A Category	15%
BBB Category	10%
Unrated Category ²	5%

1: 100 per cent Commonwealth Government and Government-guaranteed deposits are included in this category.

2: This category includes unrated ADIs such as Credit Unions and Building Societies and where possible Council will use the Federal Government's bank deposit guarantee under the FCS to limit the exposure to unrated entities

Terms of Maturity

4.22 Council's investment portfolio will be structured around the time horizon of investments to ensure that liquidity and income requirements are met.

4.23 Once the primary aim of liquidity is met, Council will ordinarily diversify its maturity profile as this will ordinarily be a low-risk source of additional return as well as reducing the volatility of Council's income. However, Council always retains the flexibility to invest as short as required by

internal requirements or the economic outlook.

4.24 The factors and/or information used by Council to determine minimum allocations to the shorter durations include:

- Council's liquidity requirements to cover both regular payments as well as sufficient buffer to cover reasonably foreseeable contingencies
- Medium-term financial plans and major capital expenditure forecasts
- Known grants, asset sales or similar one-off inflows
- Seasonal patterns to Council's investment balances.

Investment Horizon			
Description	Maturity Date	Min Allocation	Max Allocation
Working Capital Funds	0-3months	10%	100%
Short Term Funds	3-12months	20%	100%
Short-Medium Term Funds	1-2years	0%	70%
Medium Term Funds	2-5years	0%	50%
Long Term Funds	5-10year	0%	5%

Investment Advisor

4.25 The Council's investment advisor must be approved by the Chief Executive Officer and be licensed by the Australian Securities and Investment Commission. The Advisor must be independent and have not actual or perceived conflict of interest in relation to the pool of investment products available to NSW Local Government; and is free to



STRATEGIC POLICY – ST46

choose the most appropriate product within the terms and conditions of the Investment Policy. The Advisor is required to provide written confirmation that they do not have any actual or potential conflicts of interest in relation to the investments they are recommending or reviewing, including that they are not receiving any commissions or other benefits in relation to the investments being recommended or reviewed, except as fully and promptly rebated to Council.

Accounting

4.26 Council will comply with appropriate accounting standards in valuing its investments and quantifying its investment returns. In addition to recording investment income in accordance with accounting standards, published reports may show a break-down of its duly calculated investment returns into capital gains and losses, and interest.

4.27 From time to time financial assets may be acquired at a discount or a premium to their face value. Discount or premium is to be taken into account in line with relevant Australian Accounting Standards. Investments will be accounted for in accordance with all applicable legislation and guidelines.

Measurement

4.28 A monthly report on Council's investment portfolio will be provided to Council by the Responsible Accounting Officer (RAO). The report will detail the investment portfolio in terms of performance, percentage exposure of the total portfolio, maturity date, any changes in market value and a review against the performance benchmark as established by Council's Long Term Financial Plan.

4.29 The following performance benchmarks will be used:

- Cash – Official RBA 11am Cash Rate
- Enhanced and Direct Investments – Bloomberg Aus Bond Bank Bill Index

4.30 The investment return for the portfolio is to be reviewed quarterly by Council's independent financial advisor by assessing the market value of the portfolio. Within one month of the end of each calendar quarter Council's independent financial advisor is to certify Council's investments are compliant with this Policy.

Ethically and Socially Responsible Investments

4.31 Ethical and socially responsible investments (SRIs) are a means for investors to support their values in terms of socially responsible investments. In addition to normal risk assessment, investment can be further evaluated in terms of environment, social and governance issues. A number of independent organisations have been established to evaluate and rate companies according to these criteria.

4.32 Subject to legislative compliance and policy objectives, Council supports investments in Ethical or Socially Responsible Investments, but only where all other investment criteria are met and the performance outlook is not disadvantageous to Council. Noting also that most major ADI's invest in a hybrid of both conventional and ethical and socially responsible investments.

Security

4.33 Documentary evidence must be held for each investment and details thereof maintained in an Investment Register. The documentary evidence must provide Council legal title to the investment. Certificates must be obtained from the financial institutions confirming the amounts of investments held on the Council's behalf as at 30 June each year and reconciled to the Investment Register. All investments are to be appropriately recorded in Council's financial records and reconciled at least on a monthly basis.



STRATEGIC POLICY – ST46

5 LOAN GUARANTEE

5.1 This policy aims to achieve:

- A means of supporting local communities and sporting organisations to self-fund capital asset projects.
- A mechanism to fund community assets on land that is owned or controlled by Council that will vest in or ultimately be controlled by Council. These are assets which provide essential services or a clear benefit to the wider community and align to Council's adopted Community Strategic Plan.
- A funding solution that enables the community organisation to manage the resultant loan agreement directly with the lending institution.
- Establishment of the maximum amount of Council's exposure to combined loan and loan guarantee commitments.

5.2 Proposals for loan guarantees are required to satisfy the criteria identified in the policy statement as well as being the subject of a report to Council, however satisfaction of the criteria does not guarantee approval as all approvals are at the discretion of Council.

5.3 All requests for Council loan guarantee support must be completed on the approved Loan Guarantee Application Form and include a completed Checklist as attached to this policy.

5.4 Loan Guarantees will only be considered when ALL of the following policy criteria have been met. These criteria are as follows:

1. It is demonstrated that the project will provide essential services or a clear benefit to the wider community, and respond to objectives established in Council's adopted Community Strategic Plan.
2. The Applicant will provide a minimum of 20 per cent of the capital cost of the project excluding government grants and other external funding.

3. The loan guarantee shall not exceed 50 per cent of the assessed final value of the asset.
4. The Applicant has completed and agreed to all items in the Loan Guarantee Compliance Statement.
5. Borrowings are only to be used for the construction and/or acquisition of capital assets on Council owned or controlled land that will be vested in and ultimately controlled by Council.
6. The Applicant is a "not for profit" organisation and has an incorporated status, and is the current lessee of the land.
7. The Applicant has demonstrated that they will obtain better loan terms by having Council as a guarantor for the loan (for example: lower interest rates)
8. The Applicant has no outstanding debts to the Council.
9. The useful life of the asset exceeds the life of the loan guarantee.
10. The term of the loan shall not exceed the term of the existing lease agreement. The lease agreement refers to the agreement between Council as landlord and the community organisation.
11. The loan must not include a redraw facility.
12. Guarantees will not be provided where works have already commenced, unless Council resolves that extenuating circumstances exist.
13. By entering into this loan guarantee Council is not considered to "jointly control" the Applicant as defined by AASB 9 (Financial Instruments)
14. The applicant will, by 31 July each year, provide Council with a statement of the outstanding liability balance as at 30 June each year until the liability is discharged.



STRATEGIC POLICY – ST46

5.5 Council's total exposure to loan and loan guarantee commitments shall be capped at an amount no greater than one percent of the annual revenue from Rates & Charges. Council's loan guarantee commitment is measured based on the outstanding balance of loans guaranteed by Council, plus the balance due from loans Council may make to local bodies.

5.6 For individual loan guarantees in excess of \$250,000, the Applicant shall provide Council with annual audited financial statements by 30 September each year.

5.7 The loan guarantee is to be included in Council's annual financial statements as a contingent liability. In the event of a default, Council would be required to report the loan as an expenditure item and as a liability, and this would increase Council's debt level.

5.8 Council may seek to be listed as a "secured creditor" against the Applicant to assist in the mitigation of Council's risk exposure.

5.9 The offering of loan guarantees to community groups will only be considered as a last resort, once all other funding options have been fully exhausted, and compliance with the requirements of the policy have been met. Other funding options may include:

- The provision of assistance from Council staff in the preparation of funding applications
- Government grants
- Sponsorship
- Fundraising
- Application for credit from a lending institution.

6 RELATED DOCUMENTS

- Local Government Act 1992
- Local Government (General) Regulation 2021
- Strategic Policy – ST42 – Concealed Water Leaks
- Operational Policy OP018 – Debt Recovery Procedures
- Australian Accounting Standards
- Loan Guarantee Application Form

FOR EXHIBITION

All Policies can be reviewed or revoked by Council, at any time.

ST46 – Strategic Policy – Managing Council's Finances

Amendments:

- Renumbering of Policy - Combined Policy's – Debt Recovery, Overdraft Facilities, Investment of Council Funds, Loan Guarantee
- Re-written Overdraft Facilities section 3.
- Updated formatting and current references throughout.
- Updated Major Bank Listing in s4.20

Review Due: November 2028	Version 1_25	Last Revision: December 2025
Approved By:	Minute Number:	Approval Date:

Loan Guarantee

APPLICATION FORM



Before completing this application, Council's Loan Guarantee Strategic Policy should be read to ensure that your application will receive consideration by Council. Copies of the policy are available from Council's website www.orange.nsw.gov.au.

APPLICANT'S DETAILS

Name of organisation, group or person seeking loan guarantee

Address

Postal Address (if different from above)

Contact Person

Position with Organisation

Business Phone

Home Phone

Mobile

Email

What is the legal status of your organisation? (e.g. Incorporated, association, etc...)

If not-for-profit, please attach evidence, such as a charter or constitution showing no personal gain will be available to members, charitable status advice or a statutory declaration.

Is your group registered for GST?

Yes

No

ABN (if applicable)

ACN (if applicable)

Attachment 2 FOR EXHIBITION - Strategic Policy - ST46 - Managing Council's Finances**PROJECT DETAILS**Name of project to be supported
Description of project to be supported
Loan Amount
Loan Term
Applicable
interest rate
Fixed or
variable
Anticipated loan repayments per annum (principal and interest)
Estimated useful life of the asset
DETAILS OF PROJECT COSTTotal Project Cost (ex. GST)
DETAILS OF PROJECT FUNDING (i.e. funding sources and amounts)Cash
Loan Borrowings
Government Grants
In-Kind Contributions
Other
Total Project Funding
Please Note: The total project cost should EQUAL the total project funding.

Attachment 2 FOR EXHIBITION - Strategic Policy - ST46 - Managing Council's Finances**ALIGNMENT TO COUNCIL'S COMMUNITY STRATEGIC PLAN****ALL APPLICANTS MUST COMPLETE THIS SECTION.**

Council must align its expenditure to the directions in the Community Strategic Plan (CSP). Copies of the CSP are available at Council offices, Libraries and from the Council website www.orange.nsw.gov.au. The CSP lists the directions and their associated strategies and objectives in detail and should be consulted to ensure your application links to the appropriate element(s).

Alignment with Council's CSP will substantially strengthen your application.

INSTRUCTIONS

1. Please select the theme from Council's Community Strategic Plan (CSP) that your application best aligns with: **Live, Preserve, Prosper, Collaborate**.
2. Having consulted the Community Strategic Plan, which strategies from the selected theme does your project support? List the numbers of the strategies only in the space provided.

THEME: LIVE

A healthy, safe, inclusive and vibrant community – this theme recognises the importance of encouraging healthy lifestyles, community pride and a sense of belonging.

List strategy numbers

THEME: PRESERVE

Balancing the natural and built environment – this theme ensures that the unique natural, cultural, social and historical aspects of our community are preserved while recognising the need for growth and development.

List strategy numbers

THEME: PROSPER

A smart, innovative and resilient economy – this theme focuses on providing the community with positive choices for investment, employment and study.

List strategy numbers

THEME: COLLABORATE

Leadership and partnership – this theme looks at forging a collaborative community that engages with open and ongoing decision making.

List strategy numbers

Attachment 2 FOR EXHIBITION - Strategic Policy - ST46 - Managing Council's Finances**LOAN GUARANTEE COMPLIANCE STATEMENT**

The following Compliance Statement is to be signed by a minimum of two authorised signatories of the applicant in accordance with the organisation's Constitution, Memorandum of Understanding, Memorandum of Articles, etc. The following Compliance Statement must be fully completed prior to any application for Council to act as Loan Guarantor being considered.

We, as Office Bearers of [REDACTED] (the applicant), confirm that, if successful in receiving a loan guarantee from Council, the following requirements under the Orange City Council Loan Guarantee Policy will be adhered to:

1. Adherence to the Work Health and Safety Act and all relevant Work Health and Safety Guidelines.
2. Ensure that the project asset which is to be guaranteed by Council is adequately insured at all times during the term of the loan (Certificate of Currency to be supplied to Council each year).
3. Provide Council with annual updated reports concerning the operations of the organisation. These are to include, as a minimum:
 - a) Revenue and expenditure statement;
 - b) Balance sheet statement; and
 - c) Cash flow statement.
4. The project asset will be utilised for the benefit of the wider community during the period of the loan guarantee.
5. All Loan Guarantee charges and associated fees will be paid by the Applicant.

In addition to adherence to the above items, we, as office bearers, confirm that to the best of our knowledge, there is no legal action pending against the organisation nor any outstanding Work Health and Safety issues.

SIGNATURE [REDACTED]

SIGNATURE [REDACTED]

NAME [REDACTED]

NAME [REDACTED]

POSITION [REDACTED]

POSITION [REDACTED]

DATE [REDACTED]

DATE [REDACTED]

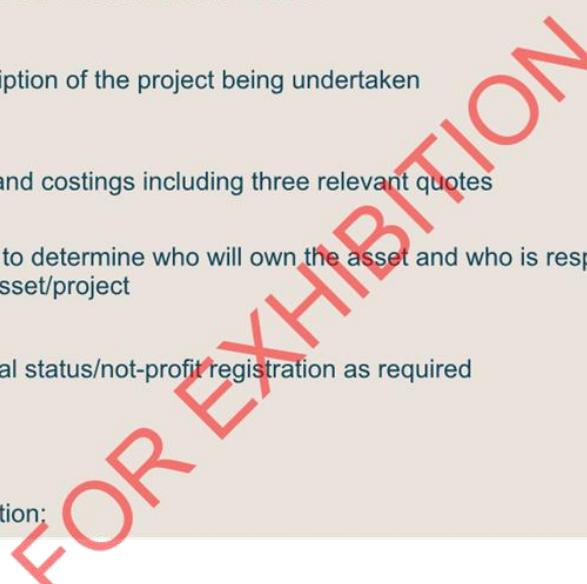
Attachment 2 FOR EXHIBITION - Strategic Policy - ST46 - Managing Council's Finances**CHECKLIST**

The following is a checklist of documents which must be provided when submitting your application for Council to act as loan guarantor. Please ensure that you have adequately addressed all the following items to ensure that your application is processed in the most time efficient manner.

INFORMATION REQUIRED AND PROVIDED TO COUNCIL

- Signed and authorised copy of the compliance statement
- Copies of the most recent three years of annual audited financial statements including profit and loss, cash flow and balance sheet
- Sufficient description of the project being undertaken
- Detailed plans and costings including three relevant quotes
- Sufficient detail to determine who will own the asset and who is responsible for future upkeep of the asset/project
- Evidence of legal status/not-profit registration as required

Any additional information:



5.6 Affordable Housing Strategy - Post Exhibition Report

RECORD NUMBER: 2026/28

AUTHOR: Alison Weir, Coordinator Strategic Planning

EXECUTIVE SUMMARY

The Draft Affordable Housing Strategy has been prepared in response to the Delivery Program (2025-2029) (Principle Activity 7.3.2) and Operational Plan (2025-2026) (Operational Plan Code 7.3.2.3). The Policy responds to Council's resolution (Resolution 22/178) arising from the adoption of the Orange Local Housing Strategy (July 2022).

The Strategy details a series of actions, including how Council can change regulations, invest, advocate, and educate as well as negotiating outcomes. Adopting the Strategy will ensure Council staff track and monitor the implementation of the Strategy. The Strategy should be reviewed in accordance with a 5 year review period in 2031, or sooner if required.

The Strategy was placed on public exhibition with an extension due to the holiday period between 5 December 2025 to 23 January 2026 in accordance with Council resolution 25/666 and the Orange Community Participation Plan 2023. At the end of the exhibition period Council's records indicate that no formal submissions were received.

LINK TO DELIVERY/OPERATIONAL PLAN

The recommendation in this report relates to the Delivery/Operational Plan strategy "5.2 Improve housing supply, diversity and affordability".

FINANCIAL IMPLICATIONS

Nil.

POLICY AND GOVERNANCE IMPLICATIONS

The Policy has been drafted to guide Council staff in supporting the delivery of affordable and diverse housing within the Orange Local Government Area.

RECOMMENDATION

The Council adopt the Orange Affordable Housing Strategy.

FURTHER CONSIDERATIONS

The recommendation of this report has been assessed against Council's key risk categories and the following comments are provided:

Service/Project Delivery	The Policy is in direct response to the actions within the Delivery Program (2025-2029) and Operational Plan (2025-2026) and the principles and recommendations from Council arising from the adoption of the Orange Local Housing Strategy (July 2022). The development of the Strategy is reinforcing and formalising Council's ongoing commitment to advocating and negotiation affordable housing outcomes for the City. Actions arising from the Strategy will need to be built into Council's ongoing operational and resourcing plans.
Financial	The Strategy proposes the investigation of an Affordable Contributions Scheme and the review of ongoing management of Council owned land and revision of divestment strategies for sites identified as potential affordable housing sites. Council staff will need investigate the above in relation to financial sustainability and ongoing resourcing implications.

5.6 Affordable Housing Strategy - Post Exhibition Report

Reputation/Political	See Service/Project Delivery.
Environment	The Strategy outlines actions relating to the negotiation of land for affordable housing and increased variation in lot and dwelling types. This will ensure more efficient, equitable and sustainable use of land if successful through the negotiation process.
Compliance	Nil.
People & WHS	Nil.
Information Technology/ Cyber Security	Nil.

SUPPORTING INFORMATION

Background

Hill PDA was engaged to prepare the Affordable Housing Evidence Base Study (June 2025). This sought to analyse the current and projected demographics and housing supply, in addition to the need for affordable housing within the Orange Local Government Area (LGA). The purpose of the Strategy is to set long-term direction and identify specific actions that guide the operational outputs of Council in relation to affordable and diverse housing within the Orange LGA. In accordance with the requirements of the Local Government Act, it is recommended that Council place the draft Policy on public exhibition to allow community and stakeholder input into the final Strategy.

The Strategy identifies the current unmet need for affordable housing dwellings is approximately 1,000 homes. It is further estimated that an additional 200 dwellings will be required by 2041 to meet future demand, a total of 1,200 homes.

The Strategy recommends a series of actions that align with the following principles:

Principle 1 – Regulation

Support diverse housing opportunities.

Council can build flexibility into its strategic planning documents and undertake amendments to the Orange Local Environmental Plan 2011 and Development Control Plan 2004 to allow for a greater mix of housing types within appropriate areas of the City.

Principle 2 – Build capacity and resilience

Work with the City's housing construction and management sectors.

Council can engage with the local development industry and Community Housing Providers (CHPs) to inform planning decisions and negotiations. Continued advocacy through forums, industry events and sharing knowledge provides opportunities to share knowledge and bring sectors together.

Principle 3 – Support better housing outcomes

Enable neighbourhood revitalisation and social inclusion in surrounding communities.

Council plays a vital role in raising awareness for the community. Education and incentives to deliver affordable housing and diverse housing typologies is core to the ongoing economic development of the City. Council is to proactively engage with state and federal government agencies to plan and identify strategies for revitalisation, alongside advocating for further investment for affordable housing.

Principle 4 – Investigate and invest

Re-use underutilised public land to meet housing needs of the Orange LGA

5.6 Affordable Housing Strategy - Post Exhibition Report

Development of Council owned land through Redleaf delivers diverse housing alongside affordable housing. Further audits are to be undertaken for Council and government owned land to identify opportunities that result in similar outcomes for the City.

The Strategy details a series of actions under each principle including, review of the Orange Local Housing Strategy to identify potential incentives or changes to the Orange Local Environmental Plan 2011 and Orange Development Control Plan 2004 to incentive diverse and affordable housing outcomes, the holding of a local housing summit, educational campaigns on affordable housing, auditing of Council and state owned land for affordable housing outcomes, and pursuing funding where available to support housing projects.

Submissions

During the extended exhibition period (5 December 2025 to 23 January 2026) no submissions were received. It is recommended that the Strategy be adopted by Council.

ATTACHMENTS

- 1 Affordable Housing Strategy - For Adoption, D26/3837 [↓](#)
- 2 Affordable Housing Policy Background Study - HillPDA, D25/120902 [↓](#)

Affordable Housing Strategy



Attachment 1 Affordable Housing Strategy - For Adoption

Yuga Mawang

MOVING TOGETHER

This artwork embodies the deep connection between Orange City Council and the local community, highlighting the harmony essential for collaborative initiatives. At its center, two significant landmarks—Gaanha-bula (Mount Canobolas) and Guriyan Gaanha-bula (Lake Canobolas) serve as focal points. Surrounding them are eight circles in yellow and navy, representing my core values that strengthen cultural relationships: Culture, Connection, Community, History, Storytelling, Water, Totems, and Gathering Places. Framed by blue borders that reflect the Council's logo and the outline of Orange, these areas feature symbols of the cultural connections unique to our region.

The Goanna and Platypus represent the Wiradjuri and Orange totems, and bush tucker signifies local produce.

Each border begins and ends with a symbol of a person, representing the idea that everything in the community starts and ends with people. Veins of gold and yellow speaks to the regions abundance, while ripples of green and blue signify the connections between Gaanha-bula, Guriyan Gaanha-bula and the community. These colours illustrate the ripple effect of Council's influence, showcasing its meaningful impact within and beyond the community.

Artwork and words by Wiradjuri Artist, Mitchell Groat.



Attachment 1 Affordable Housing Strategy - For Adoption**ACKNOWLEDGEMENT OF COUNTRY**

Orange City Council is situated within the traditional lands of the Wiradjuri Nation. We acknowledge the traditional custodianship of these lands, and pay our respect to the Wiradjuri people for their care and stewardship of these lands for more than 40,000 years and to the Elders of the Wiradjuri Nation, past, present and emerging.

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Attachment 1 Affordable Housing Strategy - For Adoption

Purpose

The purpose of the Strategy is to identify Council's role in achieving affordable housing outcomes within the City of Orange. The Strategy reinforces Councils' commitment to drive affordable housing options for low to moderate income households in the City of Orange, along with our role in advocating for housing outcomes across the spectrum.

Strategy Objectives

The objectives of this Strategy align with Council's Community Strategic Plan and broader commitments to ensure Orange provides equitable and secure housing for the community by:

- outlining the need for affordable and diverse housing in the City of Orange creating increased awareness within Council, amongst external government agencies, and the private sector,
- ensuring actions support regulatory changes, direct investment, advocacy and education, and ongoing negotiation to increase the provision of affordable housing through new development within the City of Orange, and
- ensuring growth within the City of Orange is sustainable, equitable and supports the continued economic development of the city.

Applicability

This Strategy applies to the Orange Local Government Area. Any person who performs official functions for Council, or on behalf of Council, is to facilitate the objectives and actions of this Strategy. This including all areas of Orange City Council including Staff, Councillors, Contractors, Council Delegates or Committee Members.

Attachment 1 Affordable Housing Strategy - For Adoption

Affordable Housing

COUNCIL'S ROLE IN AFFORDABLE HOUSING

Council can influence housing affordability either directly or indirectly through regulation, direct delivery, or advocacy efforts. Key levers that are available to Council are as follows:



THE ORANGE NEED

Hill PDA's Affordable Housing Background Study (2025) identifies the current unmet need for dwellings in housing stress in the Orange LGA is approximately 1,000. It is further estimated that an additional 200 dwellings (totalling 1,200 dwellings) will be required by 2041 to meet future demand.

To achieve this, the supply of affordable housing would need to grow by an average of 4.2% annually and a total of 75 dwellings per year until 2041 would need to be delivered.

Attachment 1 Affordable Housing Strategy - For Adoption

Focus Area

Affordable housing is part of a wider 'housing continuum', which ranges from homelessness and fully subsidised crisis housing at one end, to completely unsubsidised market housing/home ownership at the other.

Affordable housing is essential to, but distinct from housing affordability. Anyone in the community could be in need of affordable housing at some point in their lives. This includes key workers, such as nurses and teachers etc., recently separated or divorced persons with children, households on low or median wages, older persons on reduced retirement income.

For the purpose of this Strategy, housing is considered to be affordable if it costs no more than 30% of the household's gross household income. Where very low, low, or moderate income households are required to pay more than 30% of their gross household income on housing, they are in housing stress.

The focus of this Strategy is moderate income households. Low to moderate income households achieve a single income of \$78,100 and a couple income of \$117,200 in accordance with the NSW Affordable Housing Ministerial Guidelines limits for 25/26 to be eligible for affordable housing.

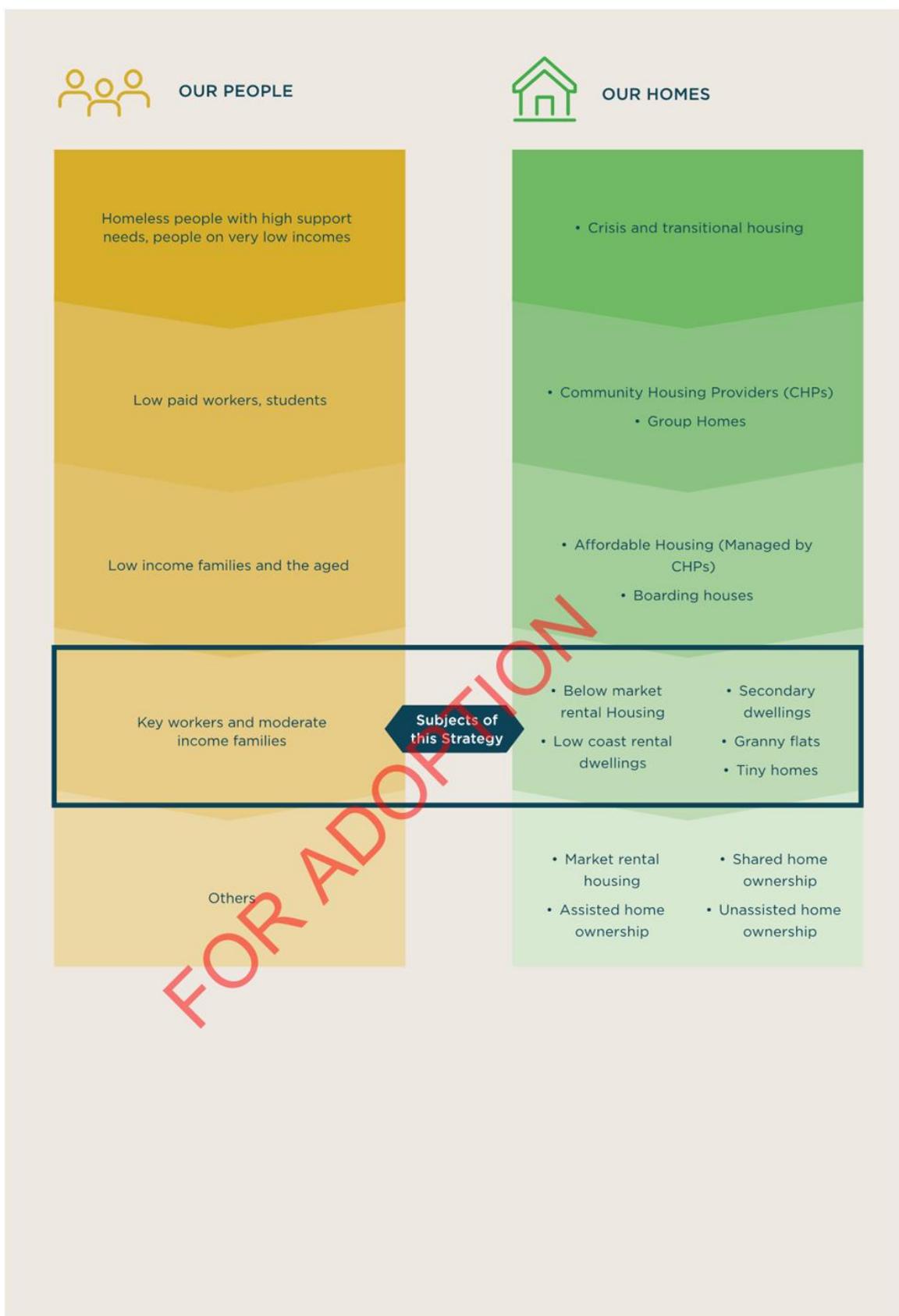
A very low-income household earning \$700 would need to pay less than \$210 a week on rent. This could encompass persons employed as aged care workers, retail workers, or other services such as cleaners working on a part time or causal basis. This may also include single pensioners with no superannuation or single persons on JobSeeker Allowance.

A low-income household may include full time aged care workers, nurses, couples with children with only one parent working, retail assistant or hospitality employees. A low-income household earning \$1,000 a week would need to pay less than \$300 a week on rent for it to be considered affordable.

A moderate-income household includes entry level teachers, nurses, public servants, or a couple with one person working part-time as a cleaner and the other person working as a retail assistant or manufacturing position. A moderate-income household earning \$1,400 a week would need to pay less than \$420 a week on rent.

Current median rents within the LGA range from \$420 a week for a unit, to \$560 for a house. As income increases, the proportion of households paying a lower percentage of their income on rent increases. This demonstrates those in the moderate-income brackets are less likely to experience severe rent burdens compared to very low and low-income brackets. Conversely, lower income households, particularly those households earning less than \$999 per week, are disproportionately burdened by rent. They are much more likely to pay a higher percentage of their income on rent, often exceeding 50%.

Attachment 1 Affordable Housing Strategy - For Adoption



Attachment 1 Affordable Housing Strategy - For Adoption

Strategy Statement

This Strategy aims to identify ways in which Council can influence greater provision of affordable housing and support housing affordability with the City of Orange.

PRINCIPLE 1 **Regulation**

Support diverse housing opportunities

Diverse housing generally refers to housing that contributes to a place's housing diversity and social mix. It normally refers to housing that, by way of its type, tenure, investment model and ownership, provides an alternative to traditional rental and ownership tenures. Diverse housing comprises, but is not limited to, a range of overlapping housing types and provider models including, but not limited to:

- (a) build-to-rent housing
- (b) co-living housing
- (c) community housing
- (d) group homes
- (e) essential worker housing
- (f) rent-to-buy housing
- (g) secondary dwellings
- (h) seniors housing (including specialist disability accommodation)
- (i) shared equity housing
- (j) social housing
- (k) student housing
- (l) supportive accommodation, and
- (m) temporary workers accommodation.

Diverse housing is closely related to, and often overlaps with, affordable housing. Both are essential preconditions for sustainable place-making and social inclusion (including provision for 'ageing in place', the fostering of social capital and social mobility, the creation of diverse and robust markets for local shops and services and ensuring a diverse social mix that optimises the collective consumption of public spaces, assets, facilities and infrastructure).

Council can build flexibility in its strategic planning documents to allow a greater mix of housing types, in appropriate areas of the city. A variety of housing types responds to the changing needs of residents, with smaller more affordable homes for young people, traditional dwelling types for mid-life and well-located, well-designed homes for elderly.

PRINCIPLE 2 **Build capacity and resilience**

Work with the City's housing construction and management sectors

Council can work with the local development industry to diversify the typology delivered. There can be incentives provided to deliver smaller lot housing, apartments and affordable dwellings.

Council is leading the way with the delivery of Redleaf (previously known as Redmond Place), which aims to show the development industry that one development can deliver multiple housing outcomes, is financially viable, and that the market exists for such products.

The local CHPs are key to both managing and developing affordable housing. The relationship between CHPs and Council should be maintained and strengthened to inform strategic planning decisions, particularly the Local Housing Strategy and Local Environmental Plan amendments, where decisions by Council can create opportunities for CHPs.

Continued advocacy through relationships, forums, and industry events, are important to share knowledge, grow sectors and to understand economic drivers for housing delivery of all partners. Council should drive such opportunities to share knowledge and bring sectors together.

Attachment 1 Affordable Housing Strategy - For Adoption**PRINCIPLE 3**
Support better housing outcomes**Enable neighbourhood revitalisation and social inclusion in surrounding communities**

Council plays a vital role in raising the community awareness of affordable housing and the benefits that it has for the city. A stigma remains around the term affordable housing, which needs further dialogue to breakdown and to understand that key workers that make the city function fall into this category. By providing affordable housing options, typology and subsidies, the city can face its true economic potential through as there is the opportunity to attract and house workers.

Over time cities and neighbourhoods transform, as housing typologies of the past need renewal and as generational expectations change. Orange is no different to other regional cities, with housing typically single detached homes on large blocks and car dependant. There is a growing need for more medium density and apartment living, well located, which meet the needs of todays residents. This all represents opportunity to provide smaller more affordable entry point homes, affordable homes, and lower maintenance homes for those not looking for a back yard. The community will need to be supported as this change occurs.

There are also areas of the city with detached post war social housing, which similarly does not meet the needs of current residents. Council should work proactively with the State government entities to masterplan and identify strategies for regeneration.

Council should also continue to advocate for State and federal government investment, both into affordable housing but also into industry and investment, which all support housing outcomes.

PRINCIPLE 4
Investigate and invest**Re-use underutilised public land to meet housing needs of the Orange LGA**

Council is leading the charge in Orange with the redevelopment of Redleaf. This Council owned land will be redeveloped, in partnership with Landcom, to show industry and community how under-utilised land can be an inclusive and vibrant place, that delivers diverse housing typologies along with CHP managed key worker affordable housing.

A further audit should be undertaken of Council and other government land that could result in similar outcomes for the city.

Council should consider why under-utilised State government land has not been developed, such as the former hospital site, and determine if planning controls could be amended to make redevelopment more viable.

Council should support HomesNSW with redevelopment of its landholdings across the city.



Attachment 1 Affordable Housing Strategy - For Adoption

 PRINCIPLE 1
Regulation

Action	Lead responsibility	Timeframe	Key Performance Indicator (KPI) to be reported annually
1.1 Revise Council's Planning Agreement Policy to include further guidance regarding the provision of affordable housing.	Director - Development Services	October 2025	Adoption of revised Planning Agreement Policy
1.2 The next review of the Orange Local Housing Strategy is to establish affordable housing targets and dwelling mix for growth precincts and key infill sites within the Orange urban area, subject to viability and feasibility testing.	Director - Development Services	July 2027	Adoption of the Orange Local Housing Strategy Review.
1.3 Investigate providing Height of Building and Floor Space Ratio controls for sites zoned E1 Local Centre, E2 Commercial Centre, MUI Mixed Use as a mechanism for triggering bonus development standards under the State Environmental Planning Policy (Housing) 2021 as a means of encouraging private industry to explore affordable housing provisions within their developments.	Director - Development Services	July 2027	Adoption of the Orange Local Housing Strategy Review.
1.4 Investigate the feasibility of increasing FSR/ height benefits (beyond the Housing SEPP) for developments that provide 5%-10% affordable housing.	Director - Corporate and Commercial Services	Within 12 months of this Strategy being adopted.	Adoption of the Orange Local Housing Strategy Review.
1.5 Ensure Planning Proposals are delivering suitable housing typologies and diversity informed by a comprehensive Social and Housing Needs Assessment. This is to include consideration of opportunities for increasing the R3 medium density residential zone in suitable locations, diverse housing typologies including build-to-rent housing and other alternative medium density housing opportunities.	Director - Development Services	Ongoing.	# planning proposals for greenfield and infill sites identified under Orange Local Housing Strategy providing supporting documentation.
1.6 Where Planning Proposals result in an uplift of residential floor space, the rate (%) of affordable housing is to be negotiated with Council, subject to feasibility testing provided by the proponent. This may be subject to independent verification.	Director - Development Services	Ongoing.	# of affordable housing sites throughout the City of Orange.
1.7 Determine the desirability and cost-benefit of requiring lots as Council owned lots to be used for key worker housing (including Council employee housing) or the provision of community housing (in partnership with a community housing provider).	Director - Corporate and Commercial Services	Within 12 months of this Strategy being adopted.	Adoption of implementation of land audit recommendations and management.
1.8 Investigate the feasibility of preparing an Affordable Housing Contribution Scheme.	Director - Development Services	Within 12 months of this Strategy being adopted.	Report to Council on feasibility of preparing a scheme.

Attachment 1 Affordable Housing Strategy - For Adoption

 PRINCIPLE 2
Build capacity and resilience

Action	Lead responsibility	Timeframe	Key Performance Indicator (KPI) to be reported annually
2.1 Host a local housing summit for relevant government agencies, community housing providers, builders, employers, planners and representative of peak bodies to discuss issues and proposed solutions for housing affordability.	Director – Development Services	Within 12 months of this Strategy being adopted.	# of attendees and reporting from summit.
2.2 Continue to engage with Community Housing Providers to support, where possible, the delivery of affordable housing through partnerships, funding application support where Council is partnered with the Community Housing Provider, gifted or discount land where identified through a Council land audit.	Director – Corporate and Commercial Services	Ongoing	# meetings with Community Housing Providers. # of parcels gifted or discounted for Community Housing Providers.
2.3 Development Applications proposing affordable housing, require a covenant that the housing be managed as affordable housing by a registered Community Housing Provider for minimum of 15-years.	Director – Development Services	Ongoing	# of development applications approved for affordable housing.
2.4 Engage with local training and employment service providers to identify opportunities for involvement in affordable housing projects pursued by Council.	Director – Corporate and Commercial Services	Ongoing	# meetings with local training and employment service providers.
2.5 Determine information sharing and education opportunities to inform Council and local housing industry stakeholders on the need for affordable housing stock within the Orange Local Government Area.	Director – Development Services Director – Corporate and Commercial Services	Ongoing	# information released on website/ social media and other mechanisms.
2.5 Investigate the removal of water and sewer contributions in specific areas of the LGA where a development is proposing affordable housing.	Director – Development Services Director - Technical Services	July 2026	Adoption of revised Developer Servicing Plans and South Orange Sewer Strategy.

Attachment 1 Affordable Housing Strategy - For Adoption

PRINCIPLE 3
Support better housing outcomes

Action	Lead responsibility	Timeframe	Key Performance Indicator (KPI) to be reported annually
3.1 Engage with NSW Land and Housing Corporation (Housing NSW) to: Identify opportunities for neighbourhood revitalisation and housing diversification on Homes NSW landholdings in accordance with the NSW Land and Housing Corporation Portfolio Strategy (December 2020) and Local Area Analysis for Orange (May 2022), Determine the feasibility of establishing a place partnership for East Glenroi and North Bowen.	Director - Development Services	Ongoing	# meetings with Homes NSW
3.2 Engage with State and Federal Government around affordable housing for further investment and supportive policies. This includes encouraging the NSW Government to redevelop existing and underutilised social housing sites and other parcels of vacant State-owned land such as land Forest Road with a potential to provide 550 dwellings.	Director - Development Services Director - Corporate and Commercial Services	Ongoing	# submissions made regarding affordable housing to State and Federal Government
3.3 Explore opportunities to enter into a joint venture with a State agency or a Community Housing Provider to develop affordable housing on Council land, using projects such as Redleaf as an exemplar.	Director - Development Services Director - Corporate and Commercial Services	Ongoing	Adoption of implementation of land audit recommendations and management. # agreements entered into with agencies/providers.
3.4 Undertake educational campaigns about the benefits of affordable rental housing, with the aim of raising community awareness, using projects such as Redleaf as an exemplar.	Director - Development Services Director - Corporate and Commercial Services	Ongoing	# information released on website/social media and other mechanisms.

Attachment 1 Affordable Housing Strategy - For Adoption

 PRINCIPLE 4
Investigate and invest

Action	Lead responsibility	Timeframe	Key Performance Indicator (KPI) to be reported annually
4.1 Council to undertake an asset audit to identify surplus sites suitable for the delivery of affordable housing projects.	Director - Corporate and Commercial Services	Within 12 months of this Strategy being adopted.	Adoption of implementation of land audit recommendations and management.
4.2 Council to undertake an audit of State-owned land to advocate for the delivery of affordable housing projects.	Director - Corporate and Commercial Services Director - Development Services	Within 12 months of this Strategy being adopted.	# dwellings delivered on State owned sites
4.3 Develop a minimum percentage requirement for affordable housing sites at the Expression of Interest phase when selling residential land for affordable housing.	Director - Corporate and Commercial Services Director - Development Services	Within 12 months of this Strategy being adopted.	Adoption of implementation of land audit recommendations and management.
4.4 Pursue alternative funding opportunities (including grant funding) to support the delivery of affordable housing projects as these arise.	Director - Corporate and Commercial Services Director - Development Services	Ongoing	# grant submissions

FOR ADOPTION

Attachment 1 Affordable Housing Strategy - For Adoption

AFFORDABLE HOUSING STRATEGIC POLICY | 15

Attachment 1 Affordable Housing Strategy - For Adoption



FOR ADOPTION

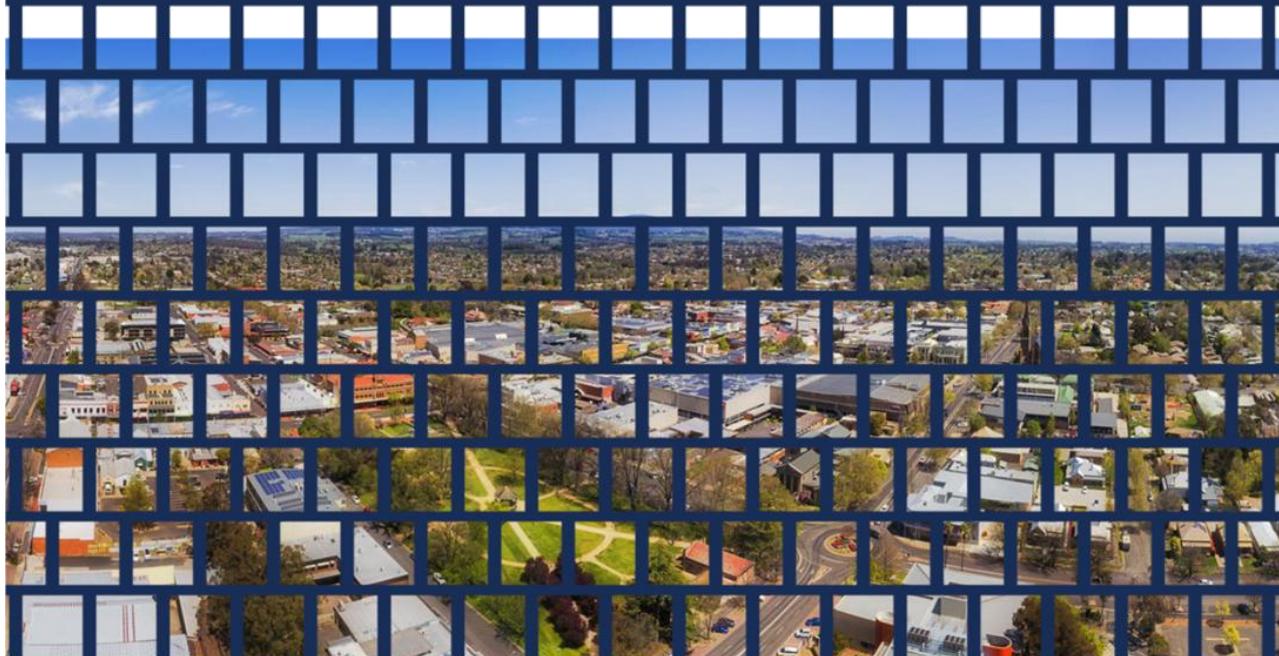
For more information, contact:

Orange City Council
Wiradjuri Country
PO Box 35, 135 Byng Street
Orange NSW 2800

P 02 6393 8000
E council@orange.nsw.gov.au
W www.orange.nsw.gov.au

Orange Affordable Housing

Evidence base study



Prepared for:
Orange City Council
June 2025

HillPDA
CONSULTING

Attachment 2 Affordable Housing Policy Background Study - HillPDA

Acknowledgment of Country

HillPDA acknowledges the Traditional Custodians of Country throughout Australia and their continuing connection to land, waters, culture, and community.

We acknowledge the Gadigal people of the Eora Nation and Wurundjeri Woi-wurrung and Bunurong / Boon Wurrung peoples of the Kulin Nation, the traditional owners of the land on which this report is prepared, and we show our respect for elders' past and present.

Disclaimer

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- b. the achievability of any forecast, projection, or forward-looking statement in this Report.

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Quality assurance

This document is for discussion purposes only unless finalised and approved by a Principal of HillPDA.

Version	Date	Prepared by	Reviewed by	Approved by
DRAFT	17/06/2025	AC	EC	
FINAL	30/06/2025	AC	EC	EC

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INTRODUCTION

1.0 INTRODUCTION

1.1 Report purpose

The purpose of this Background Study is to provide a statistical analysis to support the drafting of an Affordable Housing Policy. The Background Study is intended to achieve the following:

- a. Understand the Orange Local Government Area's demographic and housing overview, housing supply and demand, housing costs and affordability, affordable housing need and key target groups; and
- b. Provide a brief overview of the mechanisms and strategies to which Orange City Council can enhance the provision of affordable housing throughout the Orange Local Government Area.

1.2 What is affordable housing?

Affordable housing generally refers to housing (other than public housing) that is accessible to people on very low, low or moderate household incomes. Housing is considered to be affordable when it is priced so that these households are able to pay for housing while meeting other basic living costs, such as food, clothing, transport, medical care and education. As a rule of thumb, housing is considered to be affordable if it costs no more than 30% of the household's gross household income. (NSW Affordable Housing Ministerial Guidelines 2023/24)

Where very low, low or moderate income households are required to pay more than 30% of their gross household income on housing, they are considered to be in housing stress and at risk of 'after-housing poverty.' (Orange City Council - Strategic Policy ST24 – Redmond Place Precinct – Diverse and Affordable Housing)

Affordable housing can be delivered or owned by private developers, investors, governments, charitable organisations, and not-for-profit community housing providers (CHPs). Affordable housing dwellings are leased and managed by a CHP or private investor.

Occupants of affordable housing are diverse and may include younger residents looking to move out of home, key workers, people with a disability, single parents, or older residents looking to downsize. Given that the needs and preferences of occupants differ within and between each group, and change over time, diversity in this sector is essential.

Affordable housing is part of a wider 'housing continuum', which ranges from homelessness and fully subsidised crisis housing at one end to completely unsubsidised market housing/home ownership at the other (see Figure 1). People's housing needs may be met at different points along the housing continuum at different points in their lives, depending on their circumstances, aspirations, and capacity. For some people, affordable housing provides a stepping-stone to market housing. For others, it provides an essential safety net during challenging times so they can continue to fully participate in society. Ensuring access to affordable and secure housing is also essential for sustaining individual and societal productivity. Housing security, meaning stable and reliable tenure, enables people to maintain employment, engage in education, and contribute to the economy without the stress of housing instability.

Attachment 2 Affordable Housing Policy Background Study - HillPDA

1.3 Affordable housing context

Figure 1: Housing continuum and provider

Government subsidised housing		Focus of this work			Market housing	
		Community housing sector		Market housing	Private market rental	Home ownership
Crisis and transitional housing	Public (social) housing	Community rental housing	Shared ownership	Private market affordable rental housing	Private market rental	Home ownership

Source: HillPDA 2025

1.3.1 The difference between social and affordable housing

Affordable housing is an inherently hybrid and adaptable category. Due to its variety of applications, it often overlaps with other types of specialist housing. In NSW, social housing, public housing, and affordable housing all aim to provide housing for those who cannot afford market rates, but they differ in eligibility and management.

Public housing is a subset of social housing, managed by the government, while social housing also includes community housing. Affordable housing, while also lower than market rates, has broader eligibility criteria and is often managed by community housing providers.

Table 1: The difference between social and affordable housing

Item	Social housing	Affordable housing
Definition	Subsidised rental housing provided by or on behalf of a public authority or social housing provider for people on very low or low incomes who meet the eligibility criteria described in the NSW Government's Eligibility for Social Housing Policy. Within NSW, social housing includes— (a) public housing, (b) Aboriginal housing, and (c) community housing. Public housing is a type of social housing owned and managed by the NSW Government.	Rental housing for low to moderate-income households, often below market rates.
Target population	Those that cannot access housing via the private market. May have specialised or complex housing needs.	Very low – moderate income households.
Allocation process	Allocated to those in greatest need, based on a waitlist. Eligibility and priority are determined by State and Territory Governments.	No systematic allocation process. Properties are advertised when available. Councils can adopt an Affordable Housing Policy, which outlines priority target households, e.g. key workers, women over 55 etc.
Managers	Public housing authorities and community housing providers.	Community housing providers
Rent setting	Linked to tenant income — typically 25% of income	CHPs may choose different rent-setting approaches, such as income-based rents, linking rents to the average income of the target group, or setting rents at a fixed discount to local market rent. Regardless of method, rent should not exceed 30% of household income.
Delivery	Primarily delivered by government agencies (public housing) and registered community housing providers (community housing)	Delivered by a mix of private developers, community housing providers, and government bodies, often through partnerships.

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Item	Social housing	Affordable housing
		Homes NSW are now working with local governments to assist in the delivery of affordable housing.

Source: NSW Affordable Housing Ministerial Guidelines 2023/24 and Productivity Commission August 2022, p 276

1.3.2 Difference between affordable housing and housing affordability

Affordable housing and housing affordability are two related but different concepts. Housing affordability is the relationship between expenditure on housing (prices, mortgage payments or rents) and household incomes. It refers to the accessibility of housing within a given geographic area or housing market based on people's capacity to pay for it. It can be influenced by the supply, demand and diversity of housing product. Housing diversity refers to the provision of a range of dwelling types and tenures to suit different household sizes, life stages, and income levels. Encouraging a diverse housing mix can support social inclusion and housing choice across the continuum.

Affordable housing, on the other hand, is a particular category of housing products that are defined by their affordability for very low, low and moderate income households. Viewed in this way affordable housing is a subset of housing affordability and is typically the aspect of household 'affordability' that is generally subsidised by government.

1.3.3 Council's role in affordable housing

Council can influence housing affordability either directly or indirectly through regulation, direct delivery or advocacy efforts. Key levers that Council has available are presented in the below figure.

Figure 2: Council levers for supporting affordable housing



These levers are explored further in Section 6.0.

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1.3.4 Why explore affordable housing options?

Owing to a combination of increasingly unaffordable housing prices, a general shortage of housing, and community sentiment for more affordable housing provision, Orange City Council is exploring options for improving the provision of affordable housing in the LGA. As part of wider national and State policy towards increasing housing supply, the State Government has also flagged a responsibility of local governments and the planning system to set affordable housing targets and encourage the development of affordable housing.

Public policy and the funding context for affordable housing is also evolving, particularly at the Commonwealth level. Initiatives such as the Housing Australia Future Fund (HAFF) and proposed amendments to the Community Housing Providers (Adoption of National Law) Amendment Bill 2025 signal a stronger commitment from the Federal Government to support long-term investment in social and affordable housing. These changes present opportunities for local governments to leverage funding partnerships with CHPs and align local strategies with national funding streams and regulatory reforms.

1.4 Stakeholder insights

Targeted stakeholder engagement was undertaken to gather insights from key local industry participants, including developers, builders, planning consultants, industry associations, real estate professionals, employers (including those of transient workforces), and community housing providers. The purpose of this engagement was to better understand local housing market dynamics, delivery challenges, and stakeholder preferences for affordable housing from those directly or peripherally involved in the housing and development sectors.

The insights below reflect the perceptions and individual experiences of stakeholders and are not necessarily reflective of broader community sentiment or verified facts. While some perspectives shared may be based on misinterpretations or incomplete information, they highlight a need for improved clarity, communication, and policy transparency regarding housing processes, planning mechanisms, and affordability measures.

It is important to note that this consultation was targeted and limited in scope and does not capture the diversity of views across the broader community, including those of renters, vulnerable groups, or the general public. A broader engagement process would ensure inclusive representation.

The insights gained through this consultation are summarised below. Consultation revealed general agreement amongst stakeholders that affordable housing is necessary and required. However, it must be economically viable so not to stifle the private market.

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Stakeholder insights

Housing demand and preferences

'Strong demand for 1- and 2-bedroom units, driven by young professionals'

'Issue with the market is more around affordability than availability.'

'High demand for transient worker accommodation for health workers, miners and agriculture industry.'

'Preference for modern, low-maintenance, compact homes'

'2-bedroom units also appeal to downsizers'

Low residential vacancy rate

This demand could be addressed through greater provision of co-living developments.'

Temporary workers

'Demand from temporary/mine workers has declined for private rentals. These workers are now mostly housed in hotels due to:

- Proximity to work sites
- Easier logistics/coordination having them in the one place.
- Full board provided - breakfast, lunch, dinner and transport etc.

Hotels might be more expensive than housing these workers in rentals across the LGA, but this has been factored in by employers.'

Short-term letting and Airbnb

'Owners are shifting to long term leases due to less weekend travel and lower disposable incomes to spend on weekends away.'

'Not so much of an issue now as it was in Covid. Short-stay demand has dropped post-COVID.'

'Better long-term security for owners to rent via the private market long term.'

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Development and construction

- Construction costs have escalated significantly post COVID-19
- Increasing costs are putting pressure on suppliers and impacting efficiency of supply chains (see section 4.3)
 - Some developers are providing turn-key homes with upper-end quality. This ensures quality control, and these dwellings are easier to secure funding for.
- Developers looking at pre ordering and pre paying to secure bulk discounts.
- Developers localising suppliers, where possible, to cut costs and improve delivery.
- Land is not getting cheaper, and subdivision sizes (e.g. 400-700sqm) do not offer margin differences despite size.
- Cost to build on a smaller block is similar to a larger block, however people are not willing to pay the same price point. Therefore, smaller blocks are harder to achieve viability.
- Medium density and high density product are currently less feasible because cost to construct (\$/sqm) (more regulations (i.e. fire safety, separation etc) is higher than possible return from sales.
- When a project is initiated, there are set development costs and an envisioned sale prices for the end dwellings. If delays, inflation and planning risk affect the project and increase costs, the end sale prices also have to increase – reducing affordability.
- Don't foresee costs coming down substantially as trades and materials are in high demand.

Stakeholders pointed to examples in Sydney where affordable housing that is dedicated to councils has not worked due to issues regarding operational land, being outside council's skill remit or limitations on funding sources. Instead, models where private owners or community housing providers hold the title have shown more promise.

Affordable housing delivery

- If affordable housing contributions are to be mandated for inclusion, bonus provisions need to double whatever the contribution, so it does not stifle the development market.
- Adding infrastructure contributions, affordable housing contribution and escalating build costs makes it difficult to achieve a viable product.
- Council needs to be wary of long-term legal exposure when accepting dedicated affordable housing.
- Delivering affordable housing in one consolidated building is preferable for efficient management.

Housing diversity

- Encouragement of prefabricated dwellings and other non-traditional housing (faster, cheaper builds). Prefab takes around 12-14 weeks rather than months to build and deliver.
- Group homes as an alternative to aged care
- CDC duplex pathways
- MHEs – 'Adaptable, Accessible, Amenity and Affordable'.
- Need for increased median density and housing typologies.
- Co-contribution models
- Work with local providers to undertake proposals – Councils, CHPs and landholders - approach larger employers in the city.
- Co-contribution for grants (as long as they are eligible).

Build-to-rent (BTR) refers to large-scale, purpose-built rental housing developments, typically apartments, that are owned and managed by a single entity, such as a developer or institutional investor. Unlike traditional residential developments where units are sold individually, BTR projects are designed and maintained for long-term rental. This is still an emerging sector with limited examples of regional product.

Build to rent

- BTR considered a strong option for affordability
- Developer retains ownership, offering stable long-term returns
- Rental control environment with managed expectations (e.g., 5% management fee, 7-10 year investment horizon).
- Can include extras like parking and storage to increase appeal.

PLANNING CONTEXT

2.0 PLANNING CONTEXT

This section provides a review of relevant reports, policy, and studies that influence affordable housing provision in Orange LGA.

Key insights:

- The policy and strategic context demonstrate a clear recognition of housing need and support for the provision of affordable and diverse housing solutions across regional and metropolitan areas.
- Federal funding and targets are driving a national push for more affordable and diverse housing supply.
- Strategies aim to align housing delivery with changing demographics, especially ageing populations and smaller households.
- Policies emphasise the need for more diverse housing types beyond detached homes, including medium-density and affordable options.
- Planning strategies are generally supportive of innovation in housing models and greater density where appropriate.

2.1 Federal context

The Federal Government plays an increasingly prominent role in addressing Australia's housing challenges, reflecting a renewed national focus on affordable housing policy and delivery. Recent legislative and policy development, including the City and Housing Policy (CHP) Bill, signal a clearer federal commitment to long-term housing reform, integrated planning and enabling the growth of social and affordable housing. These efforts complement ongoing financing initiatives and the establishment of national housing targets in partnership with states and territories.

The Federal Government's role in delivering affordable housing is primarily working as a financing body to facilitate housing, whether supporting community housing providers or community housing providers in partnership with developers. The Federal Government also assist in funding affordable housing projects in collaboration with state governments. The National Housing Accord (Accord) establishes an aspirational target to build 1.2 million new well-located homes over 5 years from mid-2024. As part of the Accord the government has committed \$350 million over 5 years from 2024 to support the delivery of 10,000 affordable homes supported by the National Housing Accord Facility (NHAFF). State and territory governments have agreed to build on this commitment to support delivery of up to an additional 10,000 affordable homes. This enables delivery of a combined total of up to 20,000 affordable homes under the Accord. NSW specifically has agreed to deliver 3,100 affordable homes by 2029¹, while the NSW Industry Policy includes a Housing "mission" and target for 21,000 affordable homes by 2031.²

Supporting the supply of housing, the Federal Government has also initiated the Housing Australia Future Fund (HAFF). The HAFF is a \$10 billion investment fund established by the Federal Government and managed by the Future Fund. The income generated by the HAFF will provide disbursements used to deliver 20,000 new social and 10,000 new affordable homes over five years, including housing to support acute housing needs.³ The HAFF

¹ See: <https://treasury.gov.au/housing-policy/accord>

² NSW Government 2025, *NSW Industry Policy A forward-looking agenda for a resilient and productive NSW economy*

³ See: <https://www.housingaustralia.gov.au/housing-australia-future-fund-facility-and-national-housing-accord-facility>

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provides supportive financing to social and affordable housing projects through availability payments and concessional loans (zero interest 25-year loans).

Applications for first round funding under the HAFF and HNAF closed earlier in 2024. In March 2025, 91 projects have been confirmed with a combined funding amount of \$6.65b to support the delivery of 8,246 social and affordable homes.⁴

2.2 NSW policy and legislative context:

The NSW Government is responsible for setting policy direction to housing supply and provides policy incentives and financial levers to support housing delivery. Supporting safe, secure and affordable housing is a critical focus of the NSW Government. This section discusses the critical adopted government legislation, policies and strategies.

2.2.1 Housing 2041 - NSW Housing Strategy

Housing 2041: NSW Housing Strategy (Housing 2041) promotes an increase in housing supply, diversity, affordability and resilience across the State so that more people have access to appropriate, safe, secure housing at every stage of life. It is recognised that focusing on supply is not enough, and that the right type of housing must be delivered in the right locations, reflective of community needs and preferences.

Housing 2041 acknowledges that ongoing economic, social and environmental changes have resulted in unanticipated impacts on regional housing markets, with many facing increasing housing supply and affordability pressures as a result.

The following are the first five priority areas for the NSW Government:

- **Priority Area 1** – enabling access to and promoting the use of data and evidence based decision-making.
- **Priority Area 2** – providing planning, regulation and guidelines to support the NSW Government housing objectives.
- **Priority Area 3** – maximising the impact of government-owned land, investment or assets, and government-led development projects or funding to achieve the housing vision.
- **Priority Area 4** – establishing a research agenda that invests in best practice and new ways of building and living.
- **Priority Area 5** – working with local governments and communities to achieve the NSW Government housing objectives.

2.2.2 Housing SEPP 2021

The State Environmental Planning Policy (Housing) 2021 (Housing SEPP), facilitates the development and retention of affordable housing in NSW. The Housing SEPP includes provisions for various types of housing, such as affordable housing, boarding houses and build-to-rent properties.

The Housing SEPP includes provisions for infill affordable housing for households taken to be a very low household, low income household or moderate income household, whereby:

(a) the household—

(i) has a gross income within the following ranges of percentages of the median household income for Greater Sydney or the Rest of NSW—

⁴ See: <https://www.housingaustralia.gov.au/media/update-funding-round-one-contracting-under-housing-australia-future-fund-facility-and#:~:text=As%20of%208.00am%20Friday,the%20HAFF%20and%20NHAFF%20programs>.

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(A) *very low income household—less than 50%,*
(B) *low income household—50—less than 80%,*
(C) *moderate income household—80—120%, and*

(ii) *pays no more than 30% of the gross income in rent.*

(b) *the household—*

(i) *is eligible to occupy rental accommodation under the National Rental Affordability Scheme, and*
(ii) *pays no more rent than the rent that would be charged if the household were to occupy rental accommodation under the Scheme.*

Infill affordable housing provisions applies where residential development provides at least 10% affordable housing and is within 800m walking distance of land in a relevant zone or an equivalent land use zone.

The Housing SEPP outlines specific housing requirements to be able to access the additional floorspace arrangements as follows:

(1) *The maximum floor space ratio for development that includes residential development to which this division applies is the maximum permissible floor space ratio for the development on the land plus an additional floor space ratio of up to 30%, based on the minimum affordable housing component calculated in accordance with subsection (2).*

(2) *The minimum affordable housing component, which must be at least 10%, is calculated as follows—*

Affordable housing component = additional floor space ratio (as a percentage) ÷ 2

(3) *If the development includes residential flat buildings or shop top housing, the maximum building height for a building used for residential flat buildings or shop top housing is the maximum permissible building height for the development on the land plus an additional building height that is the same percentage as the additional floor space ratio permitted under subsection (1).*

Example—

Development that is eligible for 20% additional floor space ratio because the development includes a 10% affordable housing component, as calculated under subsection (2), is also eligible for 20% additional building height if the development involves residential flat buildings or shop top housing.

(4) *This section does not apply to development on land for which there is no maximum permissible floor space ratio.*

The SEPP offers incentives to developers to deliver new affordable housing in well-located areas. These provisions include a Floor Space Ratio (FSR) bonus of up to 30% and a height bonus of up to 30% for projects that provide at least 10% of the gross floor area as affordable housing. Infill affordable housing delivered under the SEPP is required to be retained as affordable housing for at least 15 years.

2.2.3 Guideline for Preparing an Affordable Housing Contributions Scheme 2019

Affordable housing contribution schemes are council led documents which set out how, where, and at what rate development contributions can be collected by councils for affordable housing.

The format of AHCSs was originally set out within DPHI's Guideline for Preparing an Affordable Housing Contributions Scheme 2019. Under this guideline, AHCSs apply to specific areas of rezoned land and are supported by specific feasibility testing. Since the guidelines publication however, the NSW Government has shifted its approach as illustrated in its endorsement of the Waverley Planning Proposal and expansion of the

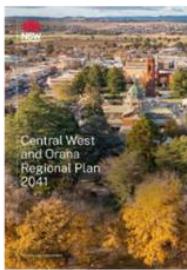
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City of Sydney Affordable Housing Contribution schemes. This shift in approach has allowed AHCSs over areas not subject to rezoning, including entire local government areas. It also allowed AHCSs subject to more general feasibility testing.

2.2.4 NSW Ministerial Guideline 2023/24

The NSW Affordable Housing Ministerial Guidelines set out the legislative and policy framework for delivering affordable housing, that has been developed with financial assistance from the NSW Government or under state planning and is owned or managed by registered community housing providers. The Guidelines set out requirements for eligibility, how rent is calculated, applications, allocations, tenure and ongoing eligibility and review. The Guidelines have a secondary aim to ensure that retained earnings and assets from managing affordable housing are used by community housing providers to grow more affordable housing supply wherever possible.

2.3 The local and regional policy context

Document	Relevance
Central West Orana Regional Plan 	<p>The Plan prioritises the provision of suitable and affordable housing to meet the diverse needs of a growing population. The plan supports a mix of housing types, including smaller dwellings, shop-top housing, and higher-density developments, to support seniors, students, and key workers.</p> <p>Key initiatives include:</p> <ul style="list-style-type: none"> • Encouraging innovation in affordable housing solutions. • Supporting diverse housing types through planning standards that enable smaller and more affordable options. • Guiding councils on the use of affordable housing contributions schemes to collect development contributions. • Facilitating pilot projects for alternative housing models, low cost infrastructure loans and exploring public land use for new housing types in partnership with industry and community housing providers.
Orange Community Strategic Plan 2022-2032 	<p>The Orange Community Strategic Plan (CSP) outlines a 10-year vision for the LGA, supported by long-term strategic goals, outcomes, activities and measures. It describes a future housing vision that includes a healthy, safe, inclusive and vibrant community, with an emphasis on achieving a balanced natural and built environment. This includes preserving the area's natural, cultural, social and historical character, while recognising the need for growth and development.</p> <p>Affordable housing is identified as a key community challenge over the next decade. Specific issues include limited availability of housing, land and rental properties, as well as the impacts of short-term rentals, migration from metropolitan areas, and demand from the mining sector. Cost-of-living pressures, including mortgage stress, are also noted.</p> <p>The Strategy identifies "Housing for All" as a focus area, with priorities such as increasing the diversity and affordability of the housing stock, addressing homelessness, improving housing quality and ensuring better-planned new communities.</p>

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Document	Relevance
Orange Local Strategic Planning Statement	<p>The Orange Local Strategic Planning Statement (LSPS) contains planning priorities and actions for a 20 year vision for Orange outlining how growth and change will be managed into the future. The relevant priorities include:</p> <ul style="list-style-type: none"> Support the delivery of new homes in residential release areas in North Orange and Shiralee and increase the range of housing options in existing urban areas. Provide diverse housing choices and opportunities to meet changing demographics and population needs, with housing growth in the right locations.
Redmond Place Strategic Policy ST24 Redmond Place Precinct (Diverse & Affordable Housing)	<p>The Redmond Place Strategic Policy outlines Orange City Council's approach to supporting the development of the Redmond Place Precinct in collaboration with Landcom. The policy aims to advance Council's strategic priorities for delivering diverse and affordable housing by guiding the development in line with the Orange Local Housing Strategy (2022) and relevant planning frameworks.</p> <p>Key objectives include demonstrating best practice in urban design and sustainability, setting a benchmark for affordable and diverse housing delivery, and supporting local partnerships and capacity-building. The Policy specifies that a minimum of 20% of dwellings within the precinct will be affordable housing.</p> <p>The policy responds to long-standing challenges in Orange's local housing market, including limited housing diversity, affordability gaps and barriers within the private development sector. It also positions the precinct as a demonstration model for the strategic use of Council-owned land to meet housing needs and contribute to broader economic and social outcomes.</p>
Orange Local Housing Strategy	<p>The Orange Local Housing Strategy (OLHS) provides guidance on the delivery of housing in the Orange LGA to 2036. The OLHS focuses on the need to provide housing that meets projected demand through a mix of infill, greenfield and brownfield redevelopment.</p> <p>The LHS identifies the need to provide housing that caters to various income thresholds, including social and affordable housing, medium density housing and low density housing.</p>
Economic Development Strategy	<p>The Orange Regional Economic Development Strategy highlights retirement village infrastructure as a key housing priority, to meet the needs of older residents moving in from outside the area, and to meet existing demand for specialised retirement housing and living facilities.</p>

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Document	Relevance
Orange LEP	<p>The Orange Local Environmental Plan 2011 includes a specific clause (7.17) relating to affordable housing within the Redmond Place Precinct. The LEP sets clear requirements for new residential development in the designated area, including that at least 20% of dwellings must be used for affordable housing and managed by a registered CHP for a minimum of 15 years. The clause outlines principles ensuring housing is well-integrated, maintains quality standards and is affordable to a diverse range of income groups.</p>

2.4 Other documents

Document	Relevance
Community Housing Industry Association – Local Council Partnerships for Provision of Affordable Housing 	<p>The Community Housing Industry Association (CHIA) NSW were engaged by Paxon Group to identify and assess relevant models for the provision of affordable housing in the Local Council Context.</p> <p>The report found:</p> <ul style="list-style-type: none"> • There is value in utilising a CHP in the delivery of affordable housing. • Affordable housing contributions by developers can be an effective means of facilitating the ready supply for affordable housing. • Monetary contributions can enable bespoke, purpose-built affordable housing, free from strata fees and inefficiencies of mixed-tenure developments. • CHP models deliver strong outcomes due to their tax-free not-for-profit status, operational scale, and long-term focus on affordable housing. • Where a Local Council owns (or is considering ownership of) affordable housing, there is opportunity for the increased provision of affordable housing by transferring ownership of affordable housing to a CHP. The CHP can leverage that housing to borrow money and thereby provide further additional affordable housing outcomes.
Shelter NSW Regional Housing Needs Report 	<p>Shelter NSW identified areas with high housing need across regional NSW, focusing on areas with populations of at least 30,000 and experiencing population growth. Orange was found to have a higher proportion of single parent households, and mortgagee and rental households. There was also a high proportion of low-income households in the housing and rental markets experiencing mortgage and rental stress.</p> <p>With a high proportion of households owned under mortgage, there is a large proportion of the population vulnerable to changes in interest rates, incomes and rental prices. While there is reasonable availability of social housing, at 6.4% of residential dwellings in the LGA, there were still 258 households on the general wait list, waiting between 2 and 10 years for a property.</p>
Redmond Place, Orange: Economic and Social Impact Assessment 	<p>Key findings included:</p> <ul style="list-style-type: none"> • Misalignment between housing supply and demand, with Orange's stock dominated by large, detached dwellings, despite a growing proportion of smaller households. • Demand is rising among downsizing older residents and younger first-home buyers (aged 20–29), highlighting the need for smaller, more diverse housing options. • Increasing interest rates and rents have led to more households experiencing housing stress, with many spending over 30% of income on housing costs. • Unmet need for affordable and diverse housing typologies, exacerbated by declining household sizes. <p>Opportunity to address these issues by delivering a broader range of housing types at scale and supporting affordability outcomes.</p>

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Orange Redmond Place – Residential Market Assessment 	<ul style="list-style-type: none"> Prepared for Landform to support the masterplan for Redmond Place, a 24.4 ha site in Orange with an indicative yield of 330 dwellings. The report assessed optimal lot sizes, dwelling mix, pricing, take-up rates, and staging to inform the design and feasibility of Redmond Place. Report provided demographic insights based on desktop analysis and consultation with local real estate agents and utilised a case study approach to benchmark potential product mix and pricing strategies. Report identified a mismatch between household types and available housing, highlighting the need for more diverse housing options. Recommends 30–40% of low density lots at 300–400 sqm and 45–55% at 400–500 sqm to support affordability and appeal to young families and professionals. Suggests providing terraces homes (around 130 dwellings) to meet growing demand from retirees and downsizers.
Orange local area analysis – NSW Land and Housing Corporation 	<ul style="list-style-type: none"> Supports long term goals of redevelopment, renewal and better housing outcomes. Emphasises collaboration with councils, industry and community housing providers. Provides data on existing housing stock, location, condition and redevelopment opportunities or properties. Identified a need for more senior accessible housing amongst current tenants. Identified significant wait times for smaller 1–2-bedroom dwellings. Recommended renewal and reconcentration of older estates as a key priority in Orange.

SOCIO-ECONOMIC ANALYSIS

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3.0 SOCIO-ECONOMIC ANALYSIS

This section provides an analysis of the historical socio-economic context of Orange LGA.

3.1 People

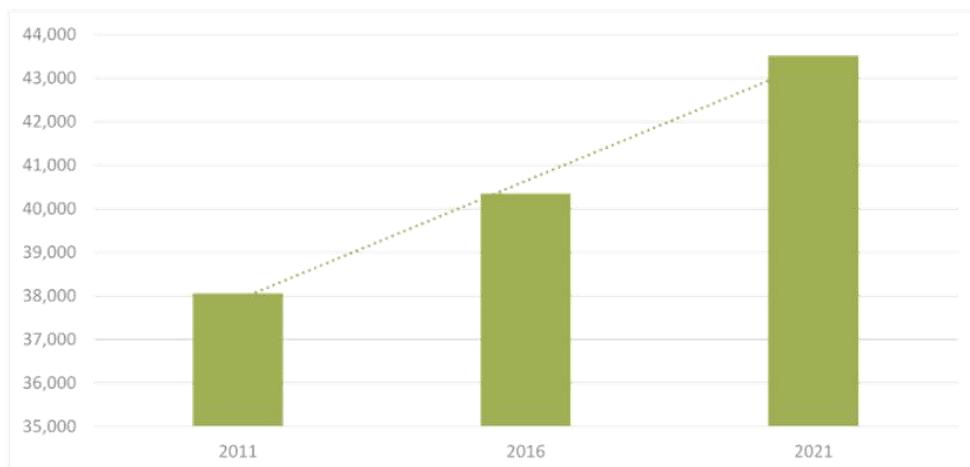
Key insights:

- Orange LGA has experienced notable demographic shifts from 2011 to 2021.
- The population is ageing, with significant growth in residents aged 65 and over, while younger age groups have either declined or seen minimal growth. This suggests increasing demand for accessible and smaller housing suited to older residents.
- Rising cultural and linguistic diversity, along with a growing Aboriginal and/or Torres Strait Islander population, highlights the importance of inclusive, affordable housing that supports different cultural needs and household structures.
- Increases in professional occupations and growing educational levels have the potential to drive up housing costs.
- A growing number of residents requiring assistance with core activities, reinforces the need for affordable and adaptable housing options.

3.1.1 Population trends

The population of Orange LGA increased from 38,054 in 2011 to 43,512 in 2021, reflecting an increase of 14% over the period.

Figure 3: Population change 2011 to 2021



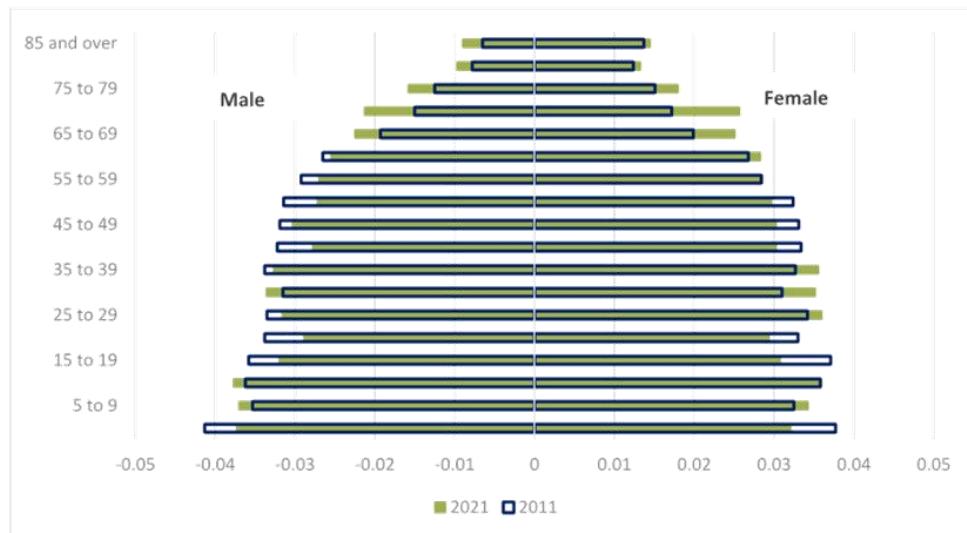
Source: Australian Bureau of Statistics, Census of Population and Housing, 2021

Attachment 2 Affordable Housing Policy Background Study - HillPDA
3.1.2 Age profile

The age distribution between 2011 and 2021 shows a clear trend toward an ageing population. Older age cohorts, particularly those aged 65 and over, have increased in proportional size over the decade to 2021. For example, the 70–74 age group grew from 3.2% in 2011 to 4.7% in 2021. An ageing population may increase demand for affordable housing better suited to downsizers or those looking to age in place.

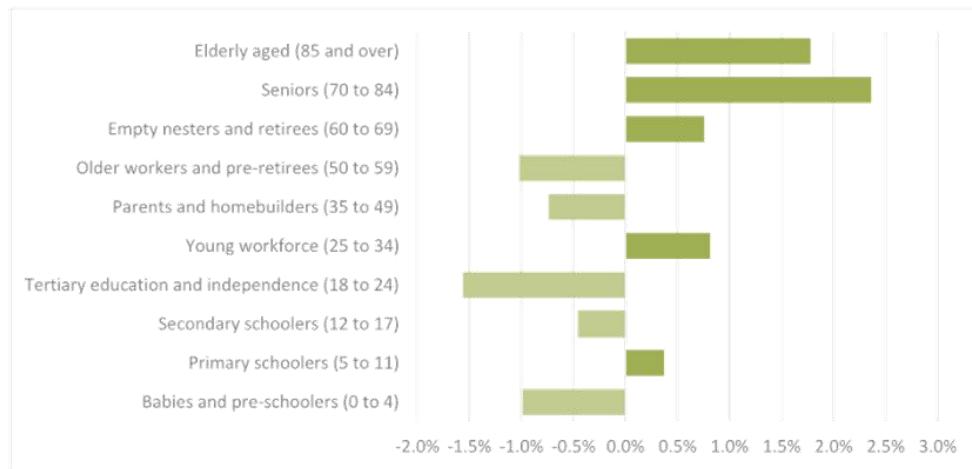
In contrast, younger cohorts have either declined or seen only marginal growth. The Babies and pre-schoolers (0 to 4) and Tertiary education and independence (18 to 24) groups each declined by 1.0% and 1.6%, respectively.

Figure 4: Age sex pyramid, 2011 – 2021 Orange



Source: Australian Bureau of Statistics, Census of Population and Housing, 2021

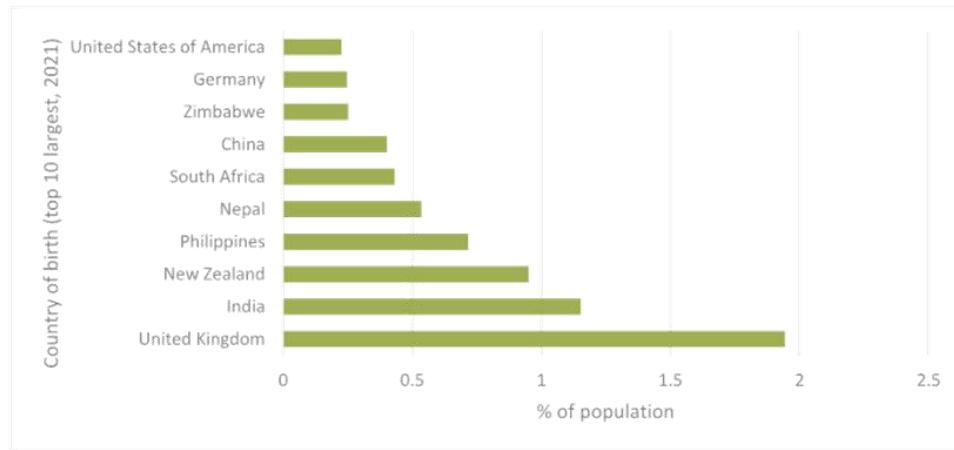
Figure 5: Change in age structure, 2016 to 2021



Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, TableBuilder

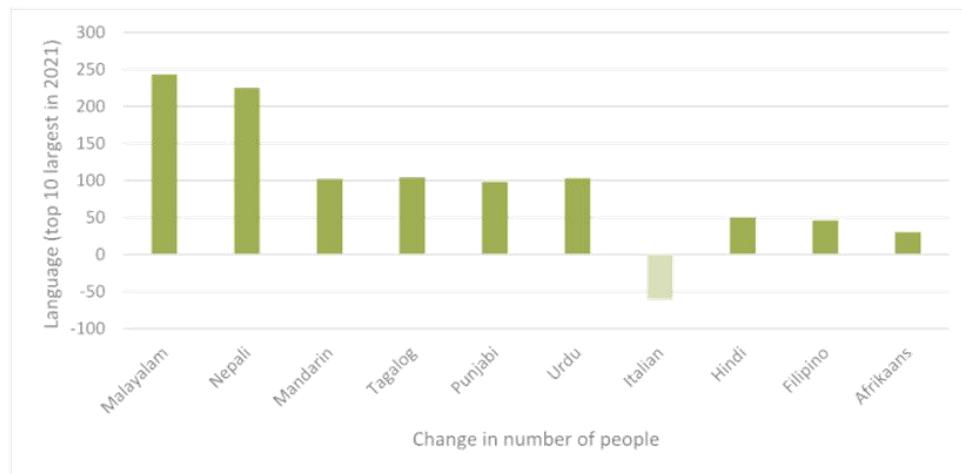
Attachment 2 Affordable Housing Policy Background Study - HillPDA
3.1.3 Culturally and linguistically diverse backgrounds

Orange LGA recorded a sharp increase in linguistic diversity over the ten-year period, with strong growth in the number of residents speaking non-English languages. Malaysian and Nepali speakers recorded the largest increases, increasing by 243 and 225 individuals respectively. Increase in number of people speaking Tagalog, Punjabi, Urdu and Hindi also indicate increasing migration from South and Southeast Asia.

Figure 6: Place of birth, 2021


Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, TableBuilder

Between 2011 and 2021, all the top 10 non-English languages spoken in Orange saw an increase in speakers, except for Italian, which declined by 61 people.

Figure 7: Change in language used at home, 2011 to 2021


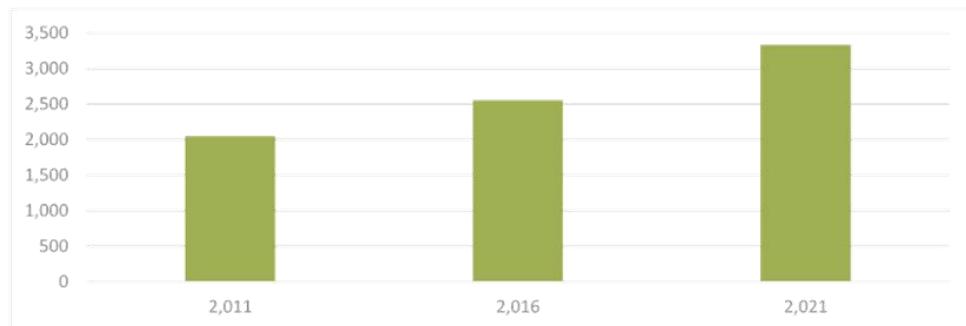
Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, TableBuilder

Culturally and linguistically diverse households can have particular housing needs including multi-generational housing preferences. It can also be challenging for linguistically diverse households to register interest in social and affordable housing due to language barriers with extra support needed.

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3.1.4 First nations profile

Between 2011 and 2021, Orange experienced a steady increase in its Aboriginal and/or Torres Strait Islander population, growing from 2,048 in 2011 to 3,330 in 2021. It should be noted however that the "Australian Aboriginal" and "Torres Strait Islander" categories are not directly comparable from 2021 to previous years, due to a change in the wording of the question.

Figure 8: First nations residents 2011 to 2021



Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, TableBuilder

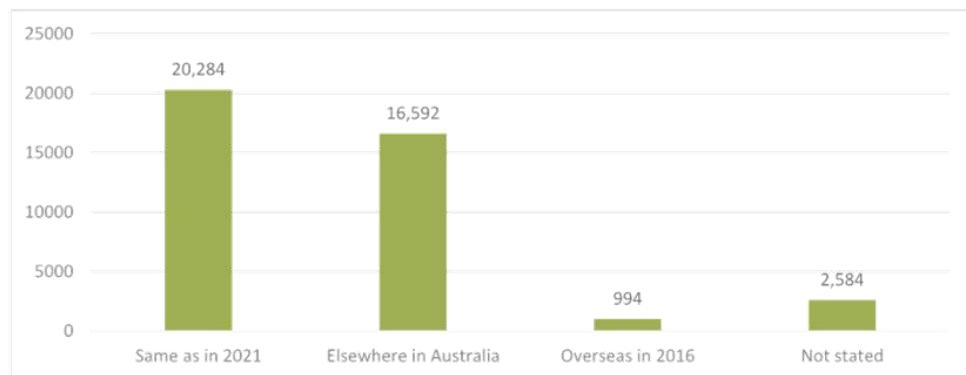
Aboriginal households are more likely to be multi-generational and have a larger number of occupants due to cultural obligations and kinship ties. Aboriginal Community Housing Providers are most suitable to deliver and manage affordable housing for Aboriginal communities.

3.1.5 Migration

As shown in Figure 9, between 2016 and 2021, 50.1% of Orange LGA residents did not change address, while 41.0% moved within Australia and 2.5% moved from overseas. Of those that lived elsewhere in Australia in 2016, 28,946 (71.5%) moved from elsewhere within the Orange LGA or surrounding LGAs of Cabonne (889 people), Blayney (314 people), and Bathurst (289 people).

Around 5.7% of residents moved from Greater Sydney. Households moving from more metropolitan locations can typically pay a higher price point for housing stock. This can cause a shift in the market with some longer term households potentially being displaced.

Figure 9: Place of usual residence 5 years ago

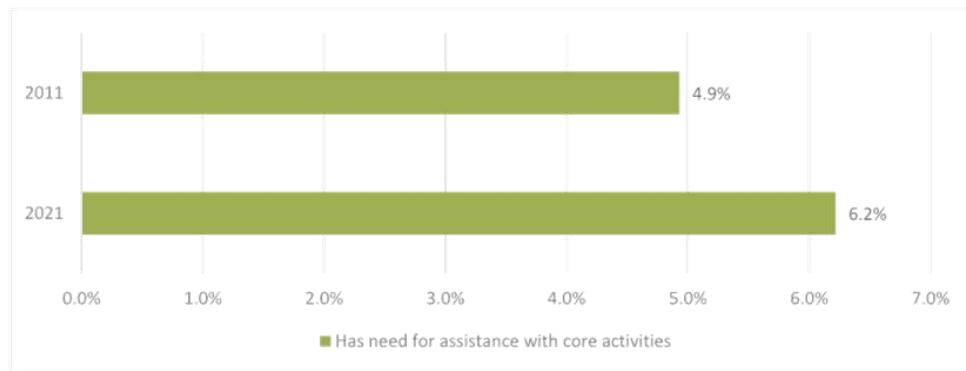


Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, TableBuilder

Attachment 2 Affordable Housing Policy Background Study - HillPDA
3.1.6 Need for assistance

In 2021, 2,706 people (or 6.2% of the population) in Orange reported needing assistance in their day-to-day lives due to disability. This was a percentage increase of 1.3% from 2011. The increase in proportion of residents requiring assistance could be attributed, in part, to an ageing population. This may increase demand for accessible and affordable housing options suited to people with mobility or support needs

Figure 10: Need for assistance with core activities, 2021



Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, TableBuilder

3.1.7 Occupation

Between 2011 and 2021, Orange City saw an increase in professional and service-oriented occupations, such as Professionals (+3.18%), Community and Personal Service Workers (+3.04%), and Managers (+0.81%), while trade-related, manual and administrative roles declined in proportion.

Figure 11: Change in occupation of employment, 2011 to 2021



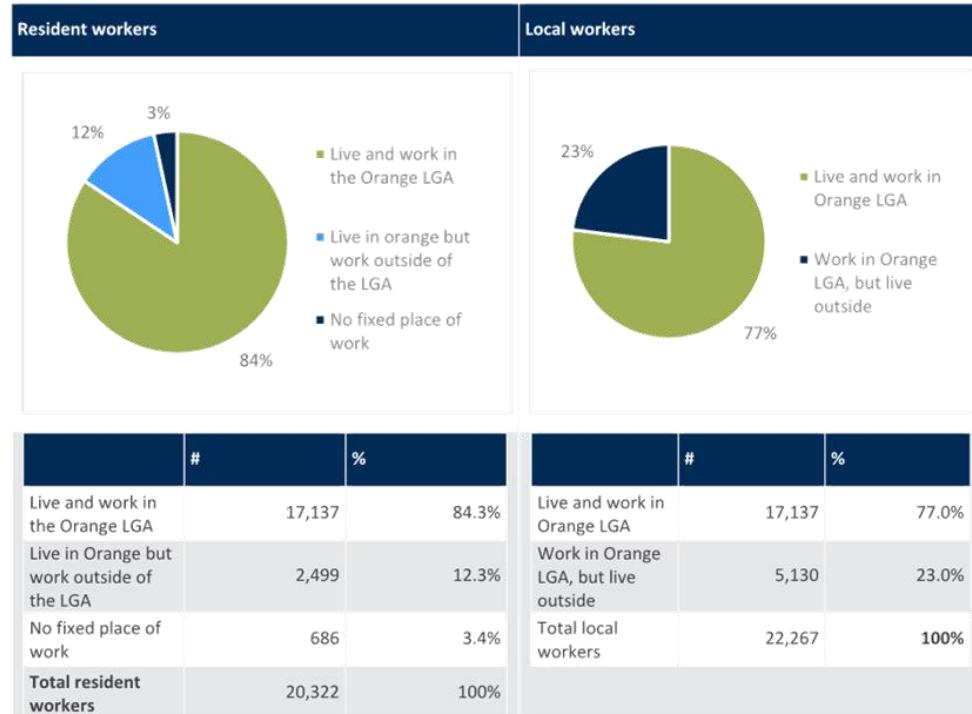
Source: Australian Bureau of Statistics, Census of Population and Housing, 2021; ProfileID (2025)

The decline in trade related, manual and administrative roles, which can be associated with lower incomes, may suggest that workers in these occupations are being priced out of the housing market, possibly indicating a shortage of affordable housing in Orange.

Attachment 2 Affordable Housing Policy Background Study - HillPDA
3.1.8 Journey to work

A strong majority of Orange's workforce both lives and works within the LGA, indicating a high level of local employment self-containment. However, the fact that 23% of local workers in Orange LGA were commuting from outside the LGA in 2021 may suggest that some are unable to find suitable or affordable housing within Orange, potentially pointing to a gap in local affordable housing options. This pattern could also be influenced by a higher presence of fly-in fly-out (FIFO) or drive-in drive-out (DIDO) workers in the region associated with mining, agriculture and health service industries.

Figure 12: Orange's resident and local workers, 2021

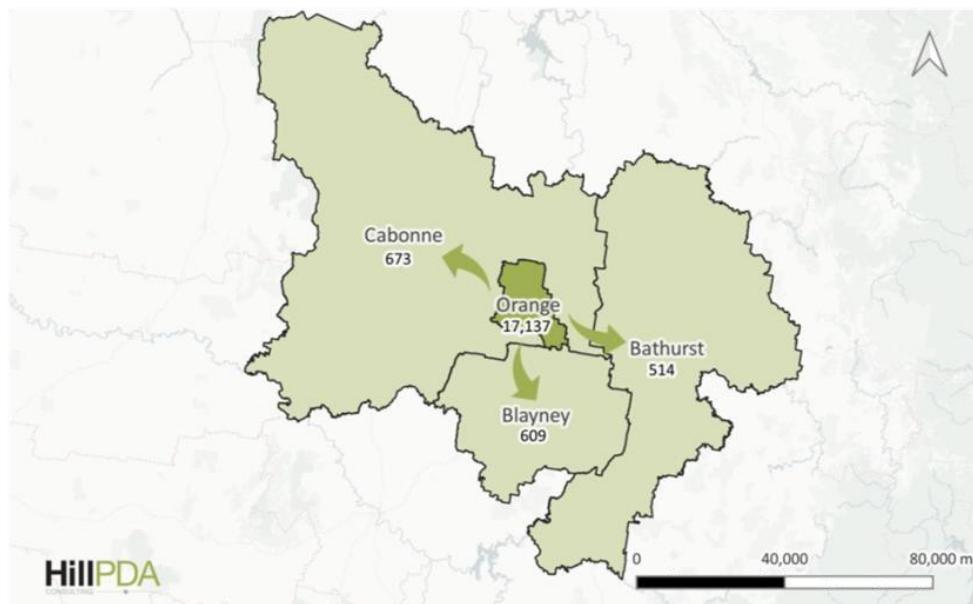


Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, TableBuilder

Figure 13 shows that, in 2021, of the 2,499 people who lived in Orange LGA but worked elsewhere, most were employed in the neighbouring LGAs of Blayney (673 people), Cabonne (609) and Bathurst (514).

Attachment 2 Affordable Housing Policy Background Study - HillPDA

Figure 13: Where Orange LGA residents worked, 2021



3.2 Households

Key insights:

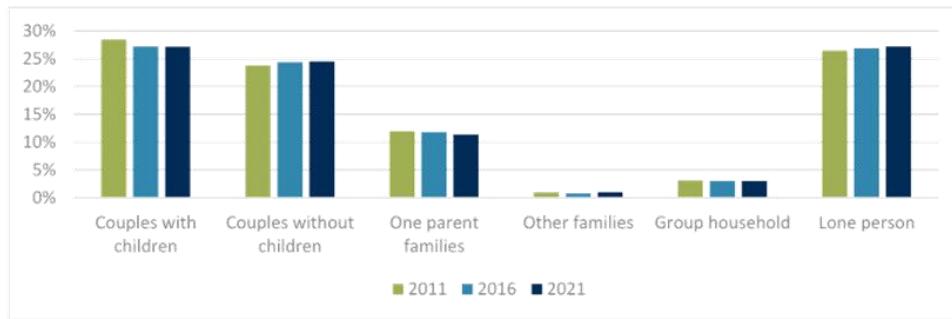
- Household composition in Orange remained relatively stable between 2011 and 2021.
- Average household size declined only marginally from 2.49 in 2011 to 2.45 in 2016, remaining unchanged through 2021.
- The projected decline in average household size to 2041 suggests a trend towards smaller households, which could be driven by factors such as an ageing population, fewer children per family and more single person households. The decline in household size will likely increase demand for smaller, more flexible housing options, particularly for older adults and individuals living alone.
- Growth in households (20.7%) is projected to closely align with dwelling growth (20.9%) between 2021 and 2041. This suggests that supply is expected to keep pace with demand, though the type and affordability of housing will remain an important consideration.
- The proportion of older residents is projected to increase significantly, with those aged 65 and over expected to make up 23.5% of the population by 2041. This will likely increase demand for smaller, accessible dwellings suited to older households.
- SEIFA data indicates moderate levels of socio-economic disadvantage across much of Orange, highlighting the ongoing need for housing options that meet a range of income levels.

Attachment 2 Affordable Housing Policy Background Study - HillPDA

3.2.1 Household and family composition

Between 2011 and 2021, household composition in Orange remained relatively consistent. The proportion of couples with children decreased slightly from 28% to 27%, while lone person households increased marginally from 26% to 27%. An increase in lone person households and a decline in larger family households, may suggest a growing need for smaller, more affordable housing options that better suit the needs of single occupants and smaller households.

Figure 14: Household type 2011 to 2021

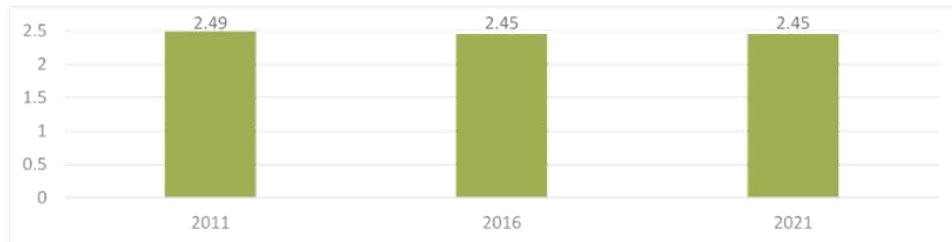


Source: Australian Bureau of Statistics, Census of Population and Housing, 2021; ProfileID (2025)

3.2.2 Average household size

The average household size in Orange showed only a very slight decline from 2.49 in 2011 to 2.45 in 2016 and remained steady through 2021. This minimal change suggests relative stability in household composition over the past decade.

Figure 15: Orange average household size, 2011 to 2021



Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, TableBuilder

3.2.3 SEIFA advantage and disadvantage

The Socio-Economic Indexes for Areas (SEIFA) are rankings of relative socio-economic status for different geographic areas, within each state and nationally. The indexes rank areas against others of the same geographic type (e.g. Local Government Area or Statistical Area Level 1) based on specific socio-economic metrics.

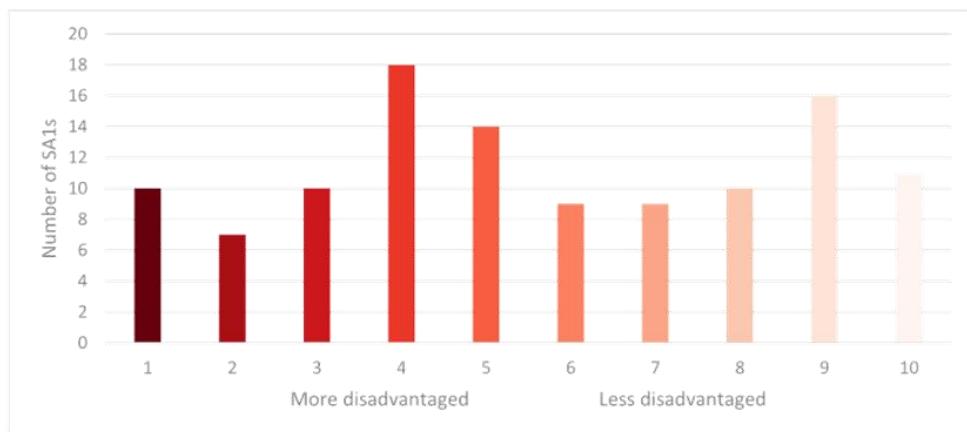
Each SEIFA index ranks areas based on a weighted sum of selected variables. SEIFA variables are derived from Census data, and cover a range of socio-economic dimensions including housing, income, education, employment and occupation, housing, and others. The following sections contain analysis of national rankings of Statistical Area Level 1 areas (SA1s) near the site on two of the four SEIFA indexes:

- The Index of Relative Socio-economic Disadvantage (IRSD)
- The Index of Relative Socio-economic Advantage and Disadvantage (IRSAD).

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3.2.3.1 Relative socio-economic disadvantage

The Index of Relative Socio-economic Disadvantage (IRSD) examines factors such as unemployment, proportion of lower income households, lower education levels or lack of internet access to compare overall levels of disadvantage in areas. Figure 16 shows the distribution of IRSD rankings for SA1s within Orange LGA. This indicates moderate levels of disadvantage in Orange, compared to the national average, suggesting a need to consider more affordable and diverse housing options to better suit the needs of households.

Figure 16: Distribution of SA1s within Orange LGA on the IRSD (national)

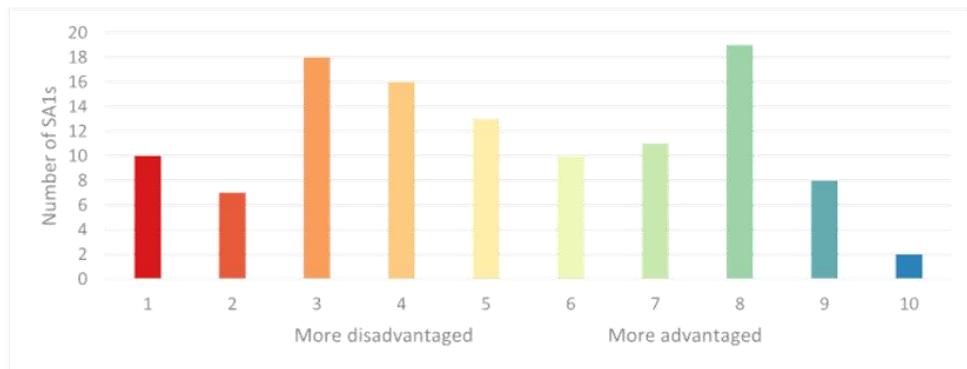


Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021

3.2.3.2 Relative socio-economic advantage and disadvantage

The Index of Relative Socio-economic Advantage and Disadvantage (IRSAD), in addition to the indicators of disadvantage above, examines factors such as professional occupations, high income, higher education levels, and larger houses to compare overall levels of advantage and disadvantage in areas. Figure 17 shows the distribution of IRSAD rankings for SA1s within Orange LGA. There are fewer areas of advantage compared with the national average, with the majority (65%) of SA1s in the social locality in the lower to middle deciles (1–6). This suggests that the area experiences lower overall levels of socio-economic advantage. Households experiencing greater levels of disadvantage could potentially benefit from increased affordable housing options.

Figure 17: Distribution of SA1s within Orange LGA on the IRSAD (national)



Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021

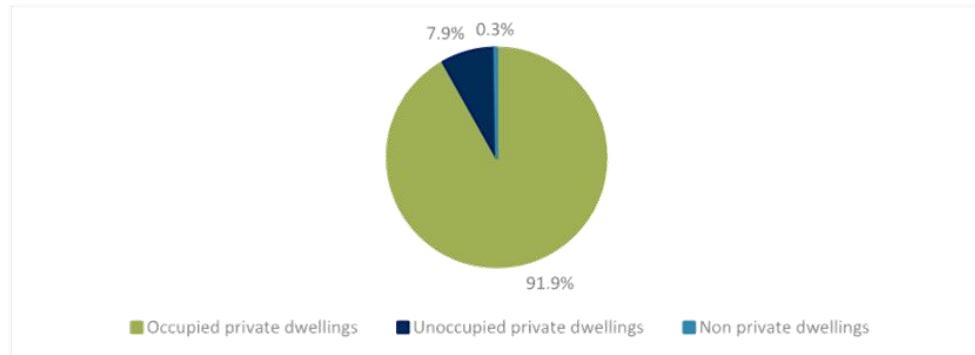
Attachment 2 Affordable Housing Policy Background Study - HillPDA
3.3 Dwellings
Key insights:

- Orange's housing stock is dominated by detached housing (84.3%), with minimal representation of apartments (4.2%) or other housing options. This limits housing diversity and may reduce affordability, particularly for smaller households or those seeking lower-cost rental options.
- The low representation of smaller dwellings and attached forms may constrain options for lower-income or smaller households, such as singles, couples without children, or seniors seeking to downsize.
- The significant proportion of spare bedrooms across the LGA suggests a mismatch between existing stock and the needs of smaller or lower income housings.
- While all dwelling typologies were most often rented from private real estate agents, the higher concentration of employer-provided housing in non-standard dwellings (cabins, improvised dwellings etc) suggests the presence of a transient or temporary workforce, such as FIFO or seasonal workers in Orange. This can have implications for housing markets, with an undersupply of suitable accommodation options having the potential to drive up rents and raise health and safety concerns related to overcrowding, makeshift housing, and poor living conditions.

3.3.1 Occupied vs unoccupied private dwellings

The proportion of unoccupied private dwellings in Orange LGA remained relatively stable between 2011 and 2021, decreasing slightly from 8.1% to 7.9%.

Figure 18: Occupied and unoccupied dwellings, 2021



Source: Australian Bureau of Statistics, Census of Population and Housing, 2021; ProfileID (2025)

Attachment 2 Affordable Housing Policy Background Study - HillPDA

3.3.2 Dwelling structure

Detached homes accounted for 84.3% of the study area's dwellings. This reflects the LGA's regional location, though could impact housing affordability and reduce choice, particularly for low-income households and those looking to enter the housing market.

Table 2: Dwelling structure, 2021

Dwelling structure	Dwellings	
	#	%
Separate house	15,730	84.3%
Semi-detached, row or terrace house, townhouse etc	2,007	10.8%
Flat or apartment	791	4.2%
Other dwelling*	83	0.4%
Dwelling not stated	61	0.3%
Total private dwellings	18,706	100%

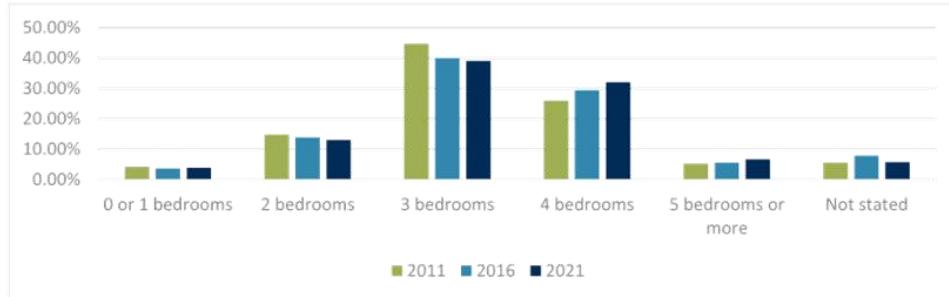
Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, TableBuilder

*Other dwellings including caravan, cabin, houseboat, improvised home, tent, sleepers out, house or flat attached to a shop, office etc.

3.3.3 Bedroom mix

The 2021 Census data shows a limited and declining proportion of one and two-bedroom dwellings in Orange. One-bedroom homes made up just 3.8% of the housing stock in 2021, down from 4.2% in 2011. Similarly, two-bedroom dwellings declined from 14.7% in 2011 to 12.9% in 2021. This limited supply of smaller homes may restrict affordable housing options and reduce housing choice for smaller households and lower-income residents.

Figure 19: Number of bedrooms, 2021



Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, TableBuilder

3.3.4 Implied dwelling requirement (over/undersupply of bedrooms)

The majority of dwellings in Orange are considered underutilised in terms of bedroom capacity. Around 70% of dwellings had one or more spare bedrooms in 2021. High levels of under-occupancy may suggest a mismatch between housing stock and current household need and could point to a need for more diverse housing options.

Figure 20: Housing suitability in Orange, 2021

	One or more extra bedrooms needed	No extra bedrooms needed or spare	One or more bedrooms spare	Total*
Dwelling count	318	2,065	13,037	18,706
Proportion of dwellings	1.7%	11.0%	69.7%	100.0%

Australian Bureau of Statistics, Census of Population and Housing, 2021

*Total includes dwellings not stated, not applicable or unable to be determined.

Attachment 2 Affordable Housing Policy Background Study - HillPDA

3.3.5 Tenure and dwelling type

A higher proportion of separate houses were owned, either outright or with a mortgage, while semi-detached dwellings and apartments were more often rented.

A relatively high proportion of overall dwellings were rented. Rental households can be more sensitive to changes in housing demand, which can be influenced by shifts in population and household income. In LGAs with a growing population such as Orange, demand for housing, including rental properties, is likely to rise. This increased competition for housing could place upward pressure on rental prices and increase the need for increased affordable housing options.

Table 3: Housing tenure, 2021

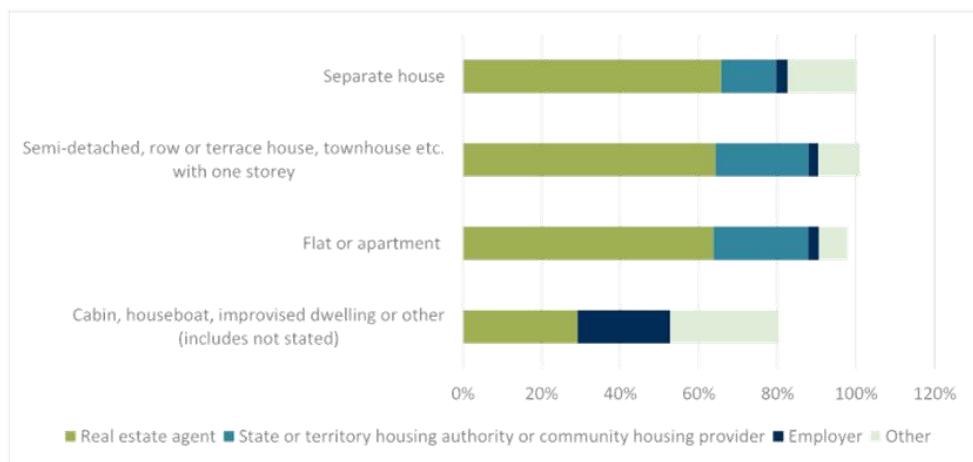
Tenure	Separate house	Semi-detached, row or terrace house, townhouse etc	Flat or apartment	Other dwelling (including not stated)*	Total
Owned outright	4,679	268	56	30	5,036
Owned with a mortgage	5,312	106	41	6	5,476
Rented	3,857	909	432	39	5,445
Other tenure type (includes not stated)	818	225	28	125	1,238
Total occupied private dwellings	15,730	1,721	791	83	18,706

*Other dwellings including caravan, cabin, houseboat, improvised home, tent, sleepers out, house or flat attached to a shop, office etc.

Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, Community Profile

The majority of rented dwellings across all housing types are managed by real estate agents, while State or community housing represented a larger share of semi-detached houses (23.6%) and flats/apartments (24.1%). Employer-provided housing was more heavily concentrated in non-standard dwellings, suggesting these may be occupied by transient or work-related accommodation (e.g. seasonal or remote workers).

Figure 21: Landlord type by dwelling structure, 2021



Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, Community Profile

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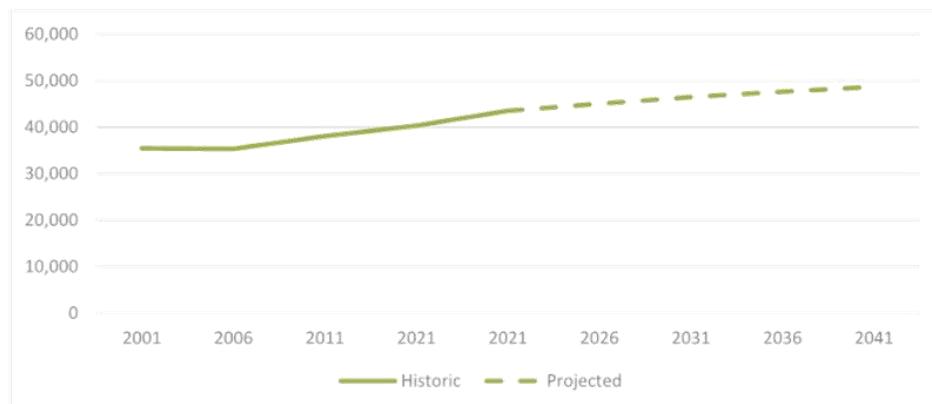
3.4 Population projections to 2041
Key insight:

- Projected population growth of around 12% to 2041 will require increased housing supply to meet demand.
- A projected declining average household size (to 2.19 in 2041) indicates growing demand for smaller homes and the need for diverse household types, including more single-person and smaller households, to better align supply with future needs.
- An ageing population, with 23.5% aged 65 or older by 2041 and significant growth in residents 75 and older will require accessible, age-appropriate, and affordable housing options.
- Additionally, the projected doubling of residents aged 85 and older may increase the need for supported and specialised housing.

3.4.1 Population

In Orange, the total population in 2021 was 43,512. This is projected to increase to 48,657 residents by 2041, representing an increase of 11.8% over the period.

Figure 22: Projected population to 2041, Orange LGA



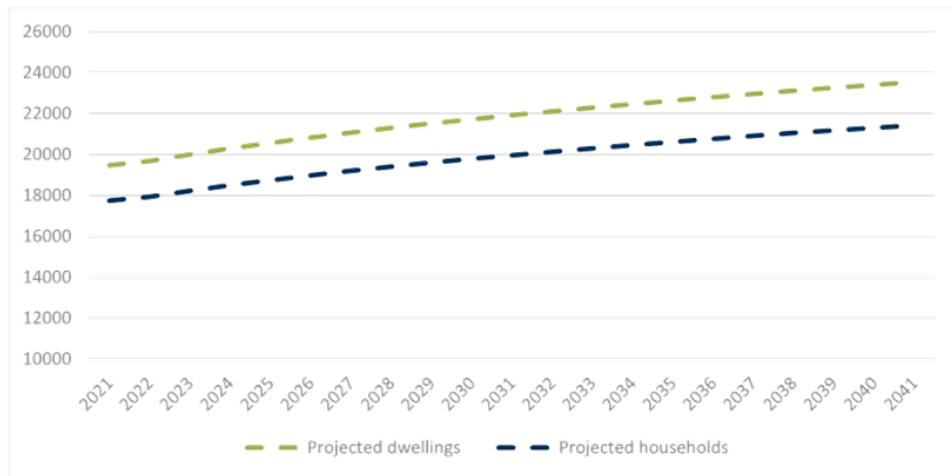
Source: Australian Bureau of Statistics, Census of Population and Housing, 2021 and DPHI Common Planning Assumptions (2024)

3.4.2 Dwelling and household projections

Between 2021 and 2041, it is projected that the number of dwellings required to house the population will increase to 23,535, representing a total growth of 4,066 dwellings or around 20.9% over 20 years. This equates to an annual compound growth rate of around 0.96%. The number of households are projected to grow from 17,744 to 21,423. This represents an increase of 3,679 households or approximately 20.7% over the 20-year period. The annual compound growth rate is around 0.95%, suggesting that housing supply is projected to broadly keep pace with household formation.

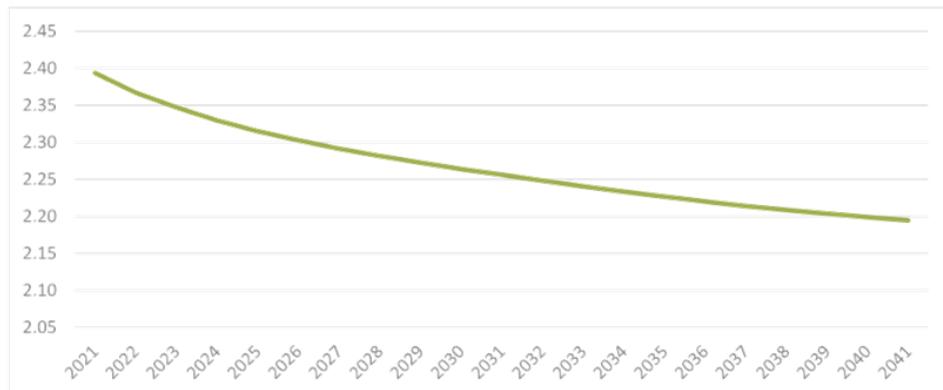
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Figure 23: Projected dwellings and households 2021 to 2041, Orange LGA


3.4.3 Projected household size

Despite projected growth in both households and dwellings, the average household size in Orange is expected to decline gradually from 2.39 in 2021 to 2.19 by 2041. This suggests a trend toward smaller households, which could be driven by factors such as an ageing population, fewer children per family, and more single-person households.

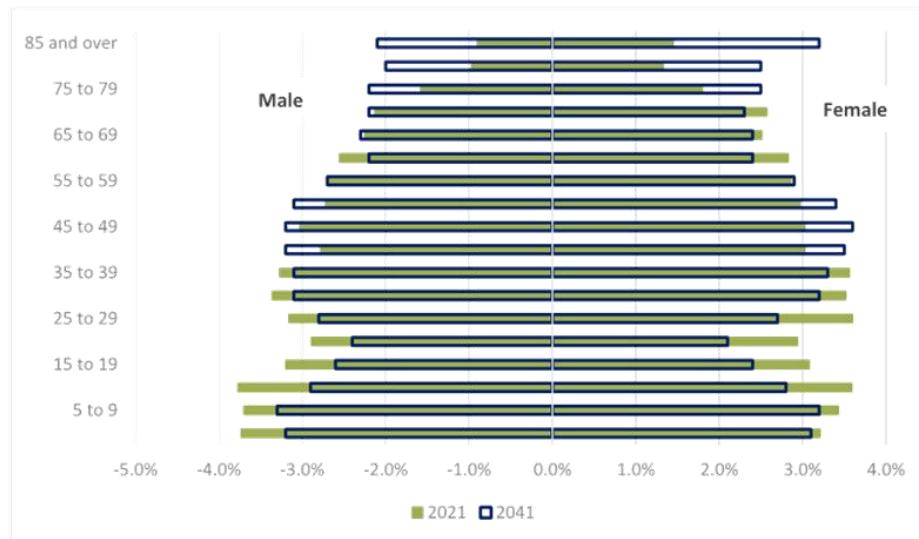
Figure 24: Projected change in average household size to 2041, Orange LGA


3.4.4 Projected age structure

DPHI's population projections estimate that by 2041, the share of 65+ year olds in Orange will be 23.5% and the median age in Orange will be 42.3. Older age groups, particularly those aged 75 and over, are expected to make up a larger share of the population. The proportion of residents aged 85 and over is projected to more than double by 2041. Age groups from 70 to 84 also show significant growth. This highlights the need for more age-appropriate and accessible housing options, including affordable, smaller dwellings and supported accommodation.

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Figure 25: Current and projected age structure, 2021 to 2041



Source: Australian Bureau of Statistics, Census of Population and Housing, 2021 and DPHI Common Planning Assumptions (2024)

HOUSING COST AND AFFORDABILITY

4.0 HOUSING COST AND AFFORDABILITY

This section provides an assessment of housing affordability and need for the Orange LGA.

Key insights:

- The cost of renting and buying a home in Orange has risen significantly, making it increasingly difficult for low- to moderate-income households to access affordable housing.
- Strong rent and sale price growth suggests a mismatch between housing supply and demand, with limited new housing putting pressure on the market.
- Smaller, more affordable housing options are in high demand, yet much of the available stock consists of larger dwellings, creating a supply imbalance.
- Social housing is somewhat misaligned with tenant needs, with many single-person households living in oversized homes.
- The growing waitlist for social housing points to a widening gap between housing need and availability, especially for vulnerable groups.
- Low rental vacancy rates reflect a tightening of the rental market.
- An ageing population suggests a need for more purpose-built seniors housing to allow residents to age in place.
- Short-term rentals can impact the stock of long-term rental properties, making it difficult to access affordable rental properties.
- Seasonal workers and transient employment linked to mining projects and projects outside or around the Orange LGA are increasing housing pressure, especially on lower-income residents.
- There is an opportunity to better use existing housing, such as reconfiguring or redeveloping underused larger homes, to meet evolving community needs.

Attachment 2 Affordable Housing Policy Background Study - HillPDA
4.1 Housing cost
4.1.1 Rental trends

Between 2011 and 2021, the median weekly rent steadily increased from \$230 to \$315, as shown in Figure 26. This represents a 17.4% rise between 2011 and 2016, followed by a 16.7% increase from 2016 to 2021. Over the full decade, the median rent rose by a total of \$85, or around 37%.

Figure 26: Orange weekly rent, 2011 to 2021

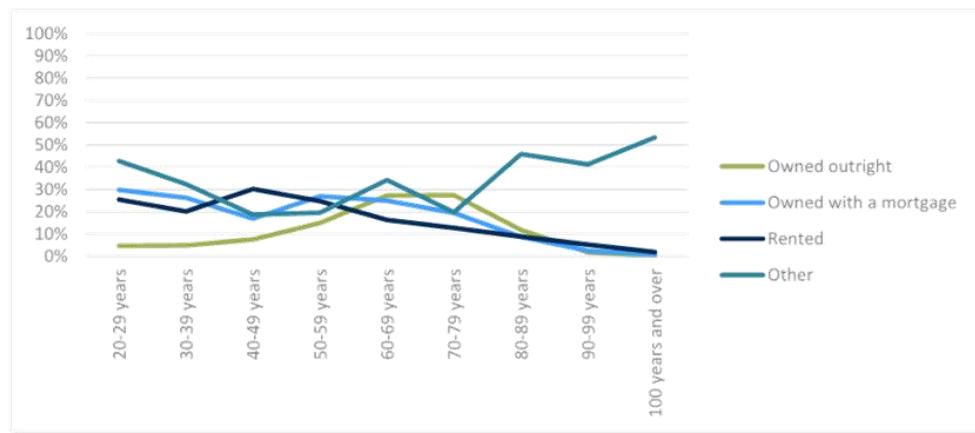


Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, QuickStats

Figure 27 compares tenure by age group in Orange LGA for those aged 20 years and older in 2021, noting that 'not stated' and 'not applicable' have been excluded. Younger residents (20–39 years) were most likely to have been renting or paying off a mortgage, with renting peaking among those aged 40–49 (30.2%). Ownership under mortgage was highest between the ages of 20 and 59, reflecting the typical home-purchasing years. In contrast, outright home ownership increased significantly from age 60 onward, highlighting long-term asset accumulation as residents aged.

'Other' includes life tenure schemes, which are concentrated in the oldest age groups, linked to aged care accommodation. From age 70–79, there was a marked shift in tenure, where the proportion of residents in life tenure schemes increased as outright ownership saw a slight decline, indicating a transition into aged care or supported living arrangements during this stage of life.

Figure 27: Age group and household tenure



Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, TableBuilder

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Table 4 compares dwelling type and tenure by age group in Orange LGA in 2021. Separate houses were the predominant dwelling type across all tenure categories, particularly among residents aged 30 to 69, where ownership with a mortgage was most common. Younger adults aged 20 to 39 were more likely to rent or be paying off a mortgage. Outright ownership increased steadily with age and peaked between 60 and 79 years, indicating long-term accumulation of housing equity.

Semi-detached and flat dwellings were more common among older residents, especially those aged 70 and over, suggesting a trend toward downsizing or changing housing needs. Tough rental occupancy was highest among younger groups, it remained present across all ages, indicating an ongoing demand for rental housing in the LGA.

Table 4: Housing structure and tenure by age bracket, 2021

		20-29 years	30-39 years	40-49 years	50-59 years	60-69 years	70-79 years	80-89 years	90-99 years	Total
Separate house	Owned outright	409	417	637	1,281	2,305	2,273	934	136	8,389
	Owned with a mortgage	1,744	2,814	2,602	2,027	888	244	66	12	10,397
	Rented	2,101	1,753	1,175	881	540	276	68	9	6,808
Semi Detached	Owned outright	8	5	16	22	69	126	94	17	365
	Owned with a mortgage	42	36	32	28	13	6	0	0	165
	Rented	413	307	206	192	170	132	66	7	1,495
Flat	Owned outright	0	4	4	13	23	25	10	0	80
	Owned with a mortgage	11	12	12	8	7	0	0	0	51
	Rented	189	127	68	55	76	48	24	5	588

Note: conditional formatting has been applied to each row, with green being the highest value and red having the lowest value.

Figure 28 shows yearly median rents from March 2018 - March 2025 for property rentals by type in Orange LGA. Across the period, rents across all dwelling types in Orange rose significantly, reflecting a tightening rental market. House rents increased by \$200 (55.6%), from \$360 to \$560, while unit rents saw the highest proportional increase of 61.5%, rising from \$260 to \$420. The sample size for townhouses was too small in some years to consistently report a median, though from 2019-2025 the median rent increased by \$105 (28.0%), from \$375 to \$480. These increases, particularly for houses and units, suggest growing demand and limited supply, with unit rent growth likely indicating increased pressure on smaller, more affordable housing options.

Over the same period, the number of rental bond lodgements also fluctuated, likely reflecting Covid-19 disruptions. Overall, the data highlights a tightening and increasingly unaffordable rental market in Orange.

Attachment 2 Affordable Housing Policy Background Study - HillPDA

Figure 28: Residential rent trend (Orange compared against NSW) 2018 to 2025



Source: NSW Fair Trading (2025)

Compared to NSW wide trends, Orange shows similar upward pressure on rents, though the proportional increases for Orange houses (55.6%) and units (61.5%) were higher than the state-wide increases for houses (46.7%) and units (40.0%). Despite this, Orange had consistently lower median rental prices across all typologies when compared to NSW.

4.1.2 Residential sales trends

Figure 29 shows that between December 2018 and December 2024, median residential sale prices in Orange increased substantially across both strata and non-strata properties. Overall, the total median price rose by \$258,000 (62.2%), from \$415,000 to \$673,000. Non-strata properties experienced a similar increase of \$260,000 (60.5%), while strata properties, typically smaller dwellings such as units or townhouse, saw a more moderate rise of \$137,000 (50.0%), from \$274,000 to \$411,000.

The most significant price growth occurred between December 2020 and December 2022, particularly for strata dwellings. This potentially reflects surge in demand for more affordable or compact housing options during the pandemic, when market volatility and migration trends altered buyer preferences.

Attachment 2 Affordable Housing Policy Background Study - HillPDA


The sustained increase in property values across strata and non-strata properties suggests increasing barriers to entry for first-home buyers and highlights the ongoing need for affordable, diverse housing supply in the region.

Figure 29: Residential sales trends (Orange compared against NSW) 2018 - 2024



Source: NSW Fair Trading (2025)

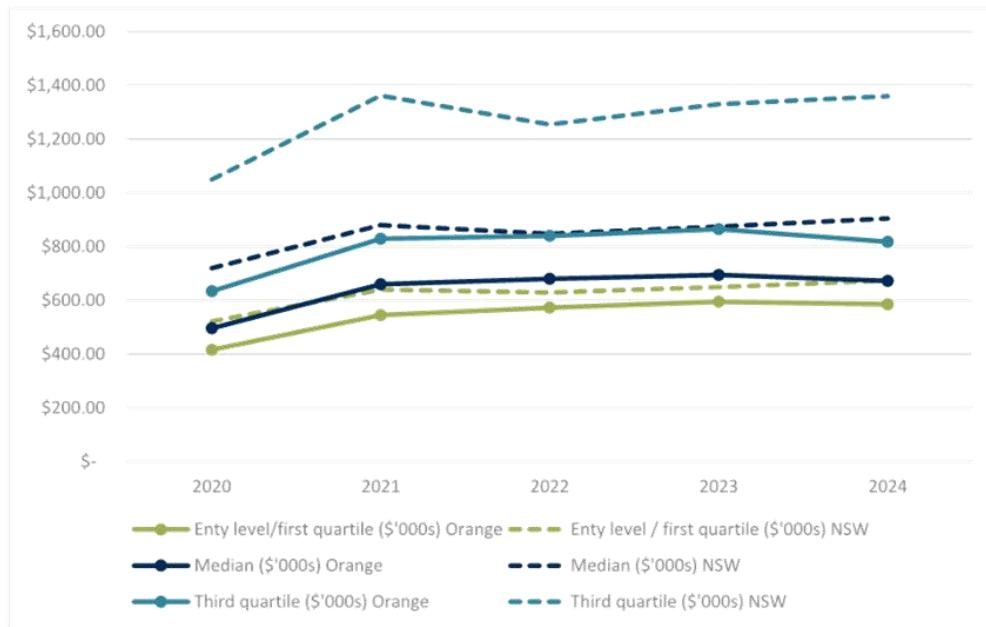
While prices in Orange LGA remained below NSW averages throughout the period, the gap narrowed somewhat, indicating relatively stronger growth pressure in the local market. This suggests rising affordability challenges for Orange, underlining the importance of increasing the availability of affordable and diverse housing options.

4.1.3 Entry level vs median sales

Figure 30 shows that entry-level (first quartile) property prices in Orange rose by 41% from 2020 to 2024, increasing from \$416,000 to \$585,000. This is a sharper rise compared to the NSW average, which grew by 29% over the same period (from \$522,000 to \$674,000). Though property prices were more expensive in NSW compared to Orange, this proportional change suggests that the lower end of the market in Orange, typically accessible to lower-income buyers, has experienced stronger price growth than the state average, potentially reducing affordability in the region.

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Figure 30: Orange and NSW first quartile, median and third quartile sales data December 2020- December 2024



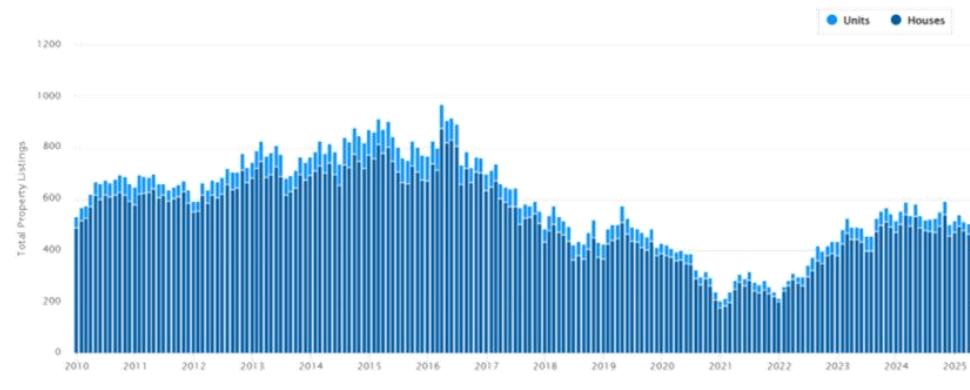
Source: NSW Fair Trading (2025)

4.2 Stock on market

4.2.1 Property listings

According to SQM data, property listings in postcode 2800 saw a gradual decline after a peak in 2016. A low point was reached in 2020, potentially reflecting external pressures such as COVID-19 where people were staying in place. From 2021 onward, listings have increased, though they are still below peak levels in 2016. This indicates a tightly held market and limited opportunity for people to transition between properties. This can exacerbate the misalignment of a housing market, preventing people from downsizing or upsizing to meet needs due to the limited availability of suitable stock.

Figure 31: Total property listings 2010-2025, postcode 2800



Source: SQM (2025)

Attachment 2 Affordable Housing Policy Background Study - HillPDA

4.2.2 Residential vacancy rates

SQM provides rental vacancy data at a postcode level. Figure 32 shows the change in residential vacancy rates across postcode 2800 between 2010 and 2025. In April 2025, the rental vacancy rate for was 0.9%, indicating a very tight rental market. This could be due to a combination of factors, including increased population growth, limited new housing developments, or high demand from workers moving into the area. Anecdotally, engagement insights suggested that the limited rental stock on market was becoming a deterrent for people moving to the area, which is having a flow on effect to industry.

Figure 32: Residential vacancy rates 2010-2025, postcode 2800



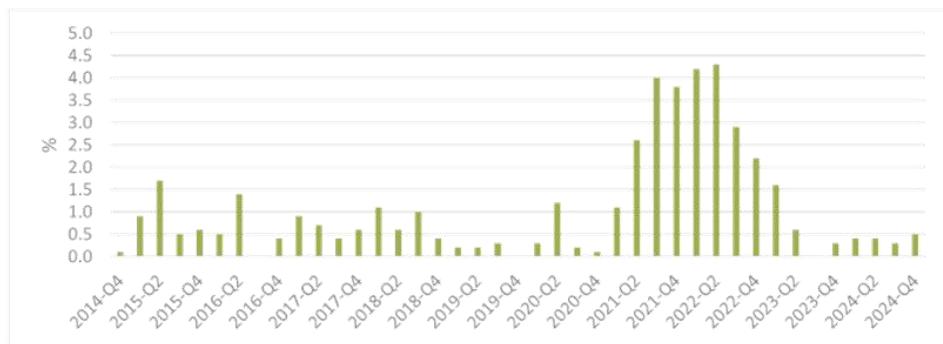
Source: SQM (2025)

4.3 Construction costs

Engagement with local developers identified anecdotal evidence of construction price escalations putting pressure on suppliers and impacting efficiency of supply chains. This is supported by Figure 33, which shows the quarterly percentage change in house construction input cost from December 2014 to December 2024, based on the weighted average of six capital cities. The data shows relative stability up to early 2020, followed by a steep escalation from mid-2021 to late 2022, with peak increases reaching 4.3% in 2022-Q2.

In the context of affordable housing delivery in Orange LGA, these price escalations have likely compounded development pressures. Increases in input costs can impact the feasibility of constructing new dwellings particularly for councils or community housing providers operating with fixed budgets. This means projects may be delayed, repriced or downsized.

Figure 33: Quarterly change in costs for inputs into the housing construction industry, December 2014 -2024

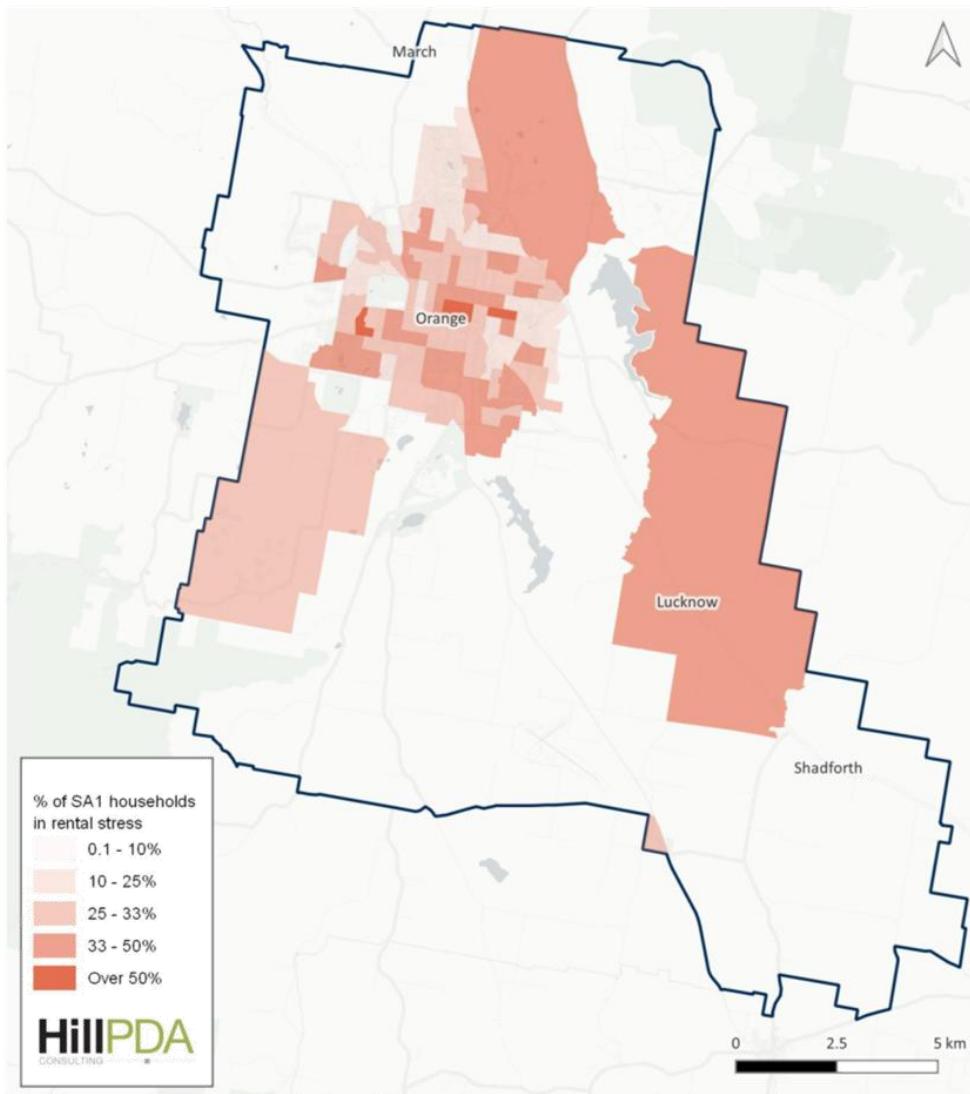


Australian Bureau of Statistics. Stat Data Explora (BETA), 2024 Producer Price Indexes by Industry (2025)

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4.4 Rental and mortgage stress

Housing stress is generally determined to be the point at which housing costs (mortgage or rental payments) exceed 30% of household income. The distribution of housing stress across the LGA is illustrated in Figure 34.

Figure 34: Distribution of rental housing stress by SA1

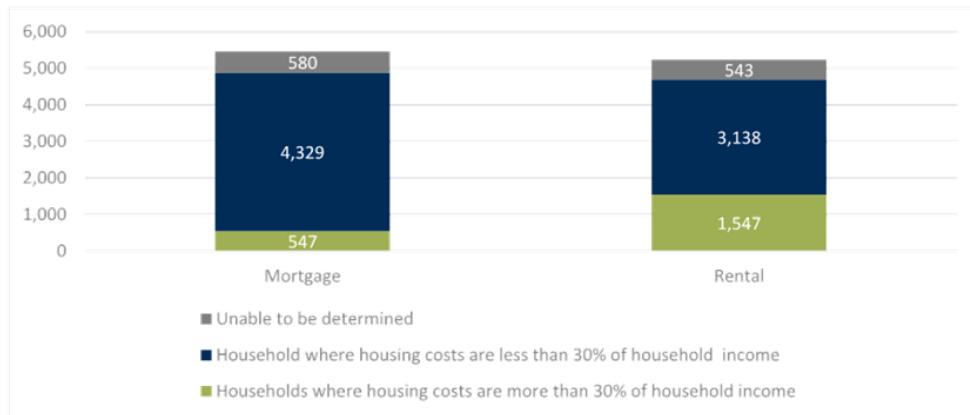


Source: HillPDA, ABS Census 2021

As shown in Figure 35, rental households in 2021 exhibited higher rates of rental stress compared to those that were in the process of owning under mortgage. Of rental households, 1,547, accounting for 29.4%, were spending 30% or more of their household income on housing costs. This compares to 547 households owned under mortgage (10%) spending 30% or more of household income on housing costs.

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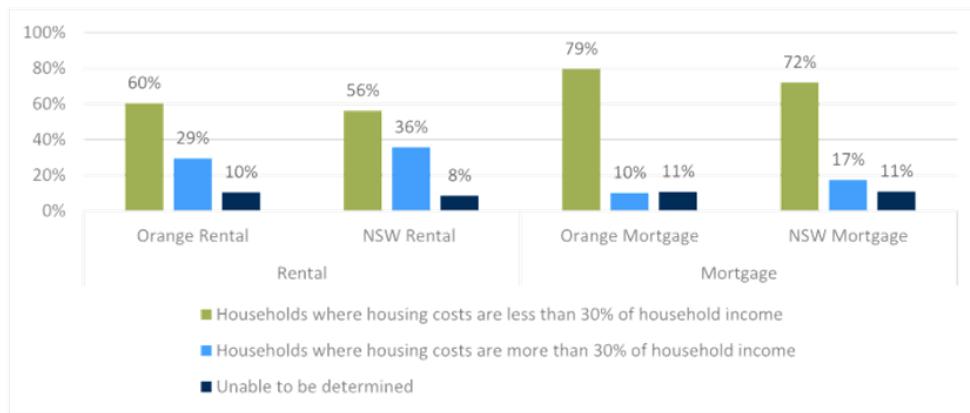
Figure 35: Mortgage and rental affordability household indicators, Orange



Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, QuickStats

Figure 36 provides a comparison of mortgage and rental affordability between Orange LGA and NSW in 2021. Orange LGA had slightly better housing affordability outcomes compared to the NSW average. A higher proportion of rental households in Orange were spending less than 30% of their income on housing costs compared to NSW overall, while fewer were in rental stress (29% vs 36%). Similarly, mortgaged households in Orange were less likely to be in housing stress, with only 10% spending over 30% of their income on housing, compared to 17% across NSW. These figures suggest relatively greater affordability in Orange for both renters and mortgage holders in 2021.

Figure 36: Mortgage and rental affordability comparison Orange with NSW, 2021

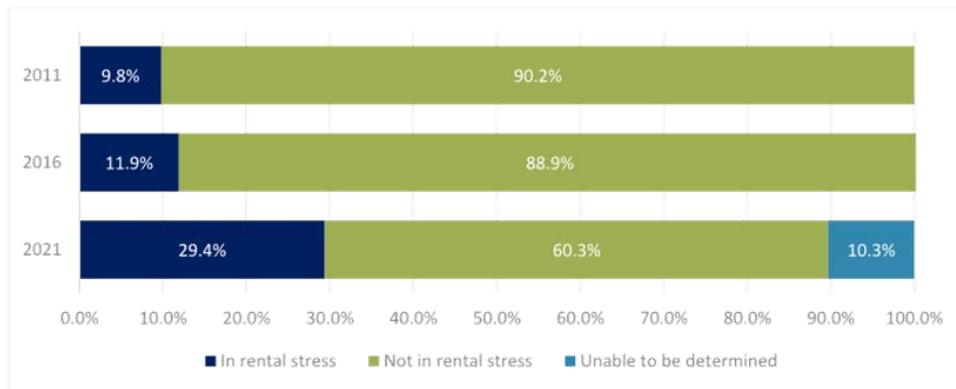


4.4.1 Rental stress

The proportion of households in rental stress increased markedly from 9.8% in 2011 to 29.4% in 2021, suggesting a growing challenge for rental affordability over the past decade. However, it is important to note that the 2021 Census collected this data differently than in previous years, meaning the results are not directly comparable across time periods.

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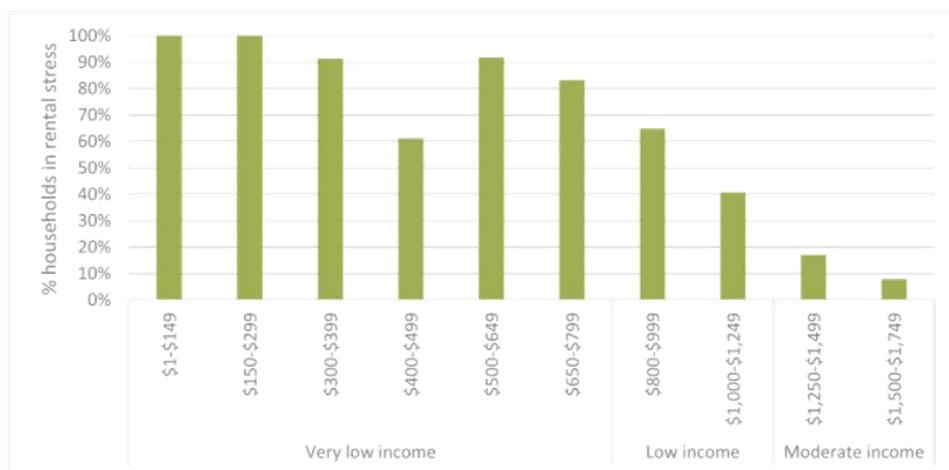
Figure 37: Rates of rental stress in Orange LGA, 2011 to 2021



Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, QuickStats

Figure 38 provides a breakdown of rates of rental stress amongst very low to moderate income rental households in 2021. As income increases, the proportion of households paying a lower percentage of their income on rent increases. This demonstrates those in the moderate income brackets are less likely to experience severe rent burdens compared to very low and low income brackets. Conversely, lower income households, particularly those households earning less than \$999 per week, are disproportionately burdened by rent. They are much more likely to pay a higher percentage of their income on rent, often exceeding 50%.

Figure 38: Rental stress - very low, low and moderate income households, 2021

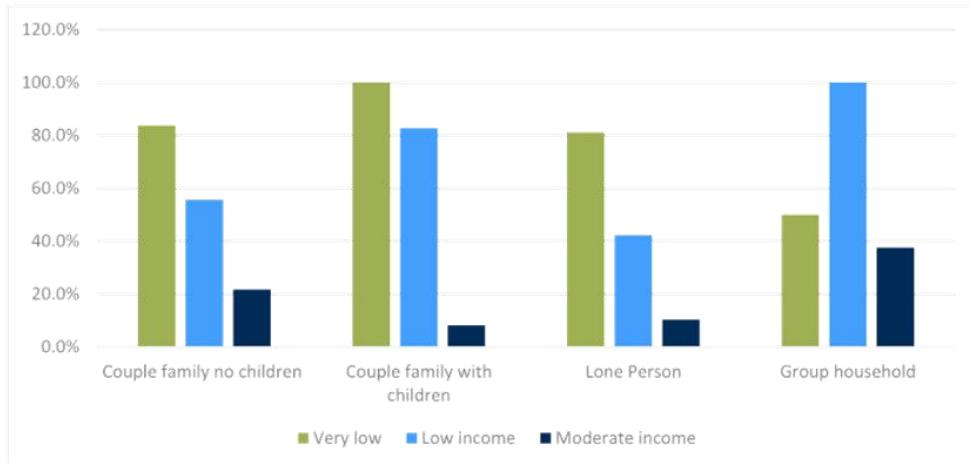


Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, TableBuilder

Figure 39 presents the proportion of households experiencing rental stress, categorised by income level (very low, low, and moderate) and household type (couple with children, couple without children, lone person, and group households). Rental stress was most severe amongst very low income households, and rates of rental stress decreased as income increased across all household types, showing a link between income level and housing affordability. Of the household types, couples with children displayed the highest rates of rental stress. While lone person households and couple without children households also experience high stress at very low incomes, their rates of housing stress decreased more significantly as income increased.

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Figure 39: Rental stress amongst very low, low and moderate income households by housing type, 2021

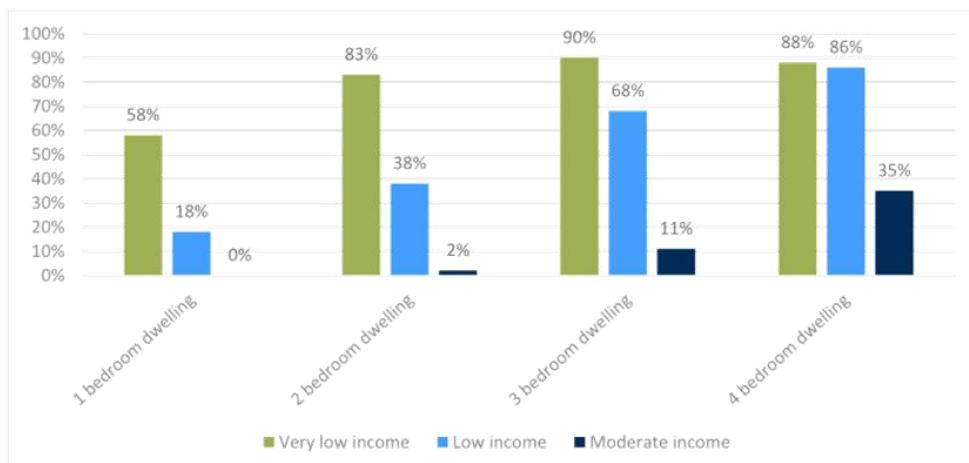


Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, Tablebuilder

Figure 40 shows rates of housing stress by size of dwelling (measured by number of bedrooms) in 2021 among very low, low, and moderate income households in Orange LGA. The data reveals a clear relationship between household size and housing stress. Smaller dwellings experienced significantly lower rates of stress, while larger dwellings (3 and 4 bedroom dwellings) faced higher levels of stress across all income groups.

This pattern may reflect a lack of affordable, appropriately sized housing, pushing household into larger, less affordable accommodation than may otherwise be necessary.

Figure 40: Rental stress amongst very low, low and moderate income households by number of bedrooms, 2021



Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, TableBuilder (2025)

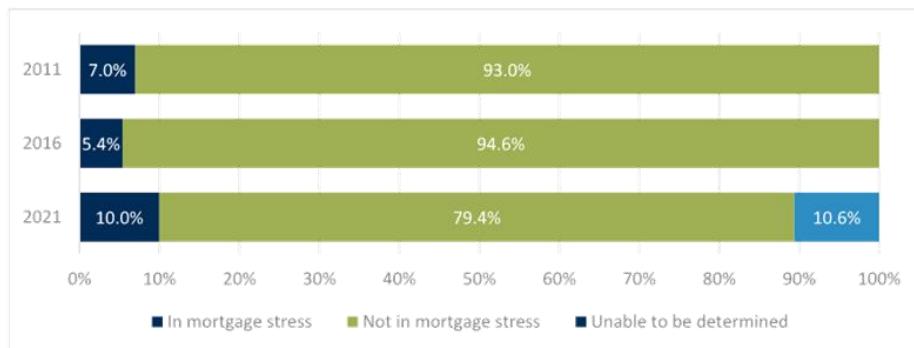
4.4.2 Mortgage stress

Rates of mortgage stress increased from 7% of households in 2011 to 10% in 2021. It is important to note that the 2021 figure is not directly comparable to earlier years due to a change in census wording, and 10.6% of

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households were classified as “unable to be determined” in that year. Nevertheless, the increase may still reflect growing cost-of-living pressures, rising property prices, or wage stagnation relative to housing costs.

Figure 41: Mortgage stress, 2021

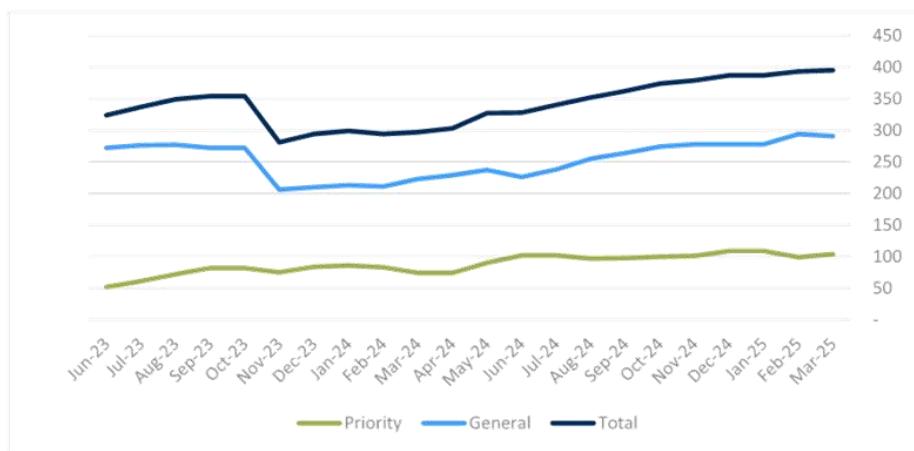


Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021, QuickStats

4.5 Social housing provision and need

Figure 42 shows the number of priority and general social housing applicants on the waitlist for social housing between June 2023 and March 2025. The total number of applicants has seen a gradual increase from 324 in June 2023 to 395 in March 2025. This represents a net rise of 71 applicants over the 22-month period.

Figure 42: Social housing applicant households on the NSW Housing Register June 2023 - March 2025



Source: Department of Communities and Justice (2025)

The NSW Land and Housing Corporation (LAHC) Local Area Analysis for Orange LGA (2023) identified a mismatch between the type of housing available and the needs of applicants. Though not as prominent an issue as in some other LGAs, there is a large supply of 3-bedroom social housing, which exceeds current demand for larger households and families on the waitlist. In contrast, 84% of the priority waitlist is for dwellings with up to 2-bedrooms, reflecting a high demand for smaller, more appropriately sized housing, particularly for single and two-person households.

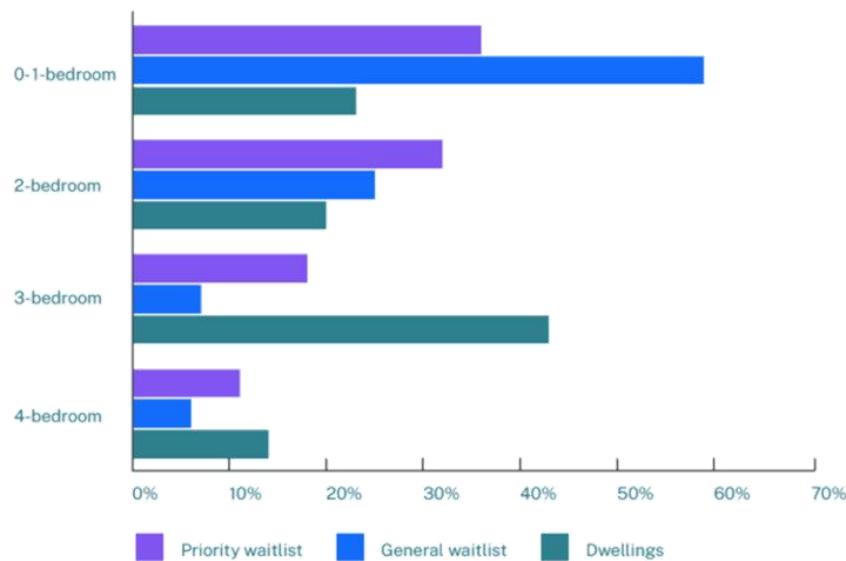
LAHC found that, 72% of their social housing stock in Orange consist of 3 or more-bedroom dwellings, despite 37% of tenants being single-person households. Of these, 40% were living in dwellings with 3 or more bedrooms,

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suggesting an underutilisation of housing. Although under-occupancy in Orange is more moderate than in some other LGAs, this demonstrates potential opportunity to better align housing stock to tenant need.

Dwelling misalignment in Orange LGA's current housing stock is evident in Figure 43, sourced from LAHC's Orange Local Area Analysis⁵. While the majority of dwellings available are 3 bedrooms, the greatest demand was for smaller dwellings of 1-2 people.

Figure 43: Types of properties available in Orange compared with waitlist



Source: LAHC (2022)

Additionally, LAHC's analysis identified that 51% of current tenants residing within LAHC's social housing stock in Orange could benefit from seniors living developments specifically designed to support ageing in place and higher needs.

4.6 Homelessness and risk of homelessness

Homelessness in Australia is recorded by the ABS in *Estimating Homelessness*. The ABS defines homelessness as a lack of key elements of 'home,' including security, stability, privacy, safety, or control. A person is considered homeless if their living arrangement is inadequate, lacks secure or extendable tenure, or does not provide control over space for social relations.

The ABS classifies the population who are experiencing homelessness into two general groups:

- Homeless operational group, which includes people in improvised or similar dwellings, supported accommodation or temporary accommodation
- Other marginal housing, which includes crowded dwellings and people housed in caravan parks.

This classification aids in the planning of strategies to support the population.

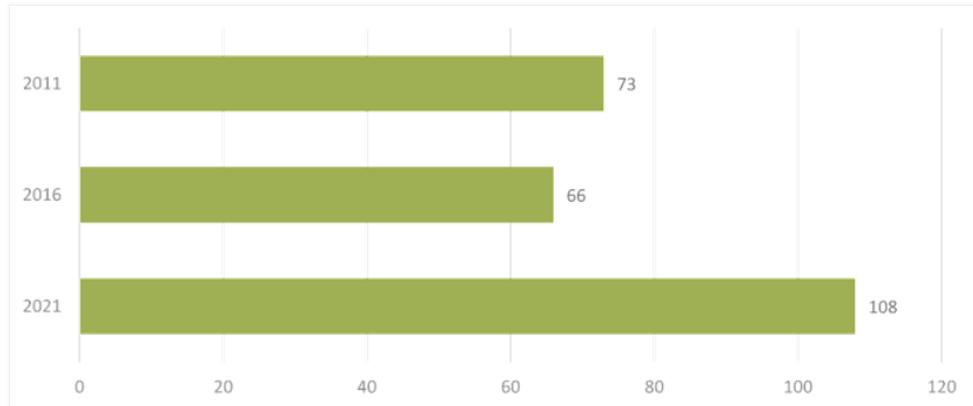
Figure 44 provides estimates regarding homelessness in Orange LGA between 2011 and 2021. There has been a significant increase in the number of homeless persons since 2016. This indicates a breakdown of the private

⁵ Land and Housing Corporation (2022), NSW Land and Housing Corporation Orange Local Area Analysis

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housing market and its inability to service rising demand. The increase is likely to directly correlate to the doubling of house prices and rental and limited housing supply to rent and purchase. Increasing the supply of housing on the private market and the provision of social housing would help alleviate some of the homelessness pressures.

Figure 44: Homelessness estimates, Orange 2011 to 2021



Source: Australian Bureau of Statistics n.d., Census of Population and Housing 2021 and *Australian Institute of Health and Welfare Housing Data, n.d.*

4.7 Impact of short-term accommodation

Short term rental data for Orange City Council identified 613 short term rental properties in Orange, of which 72% were 'hosted', meaning entire properties were rented out, not just rooms. Of the total listings, 366 or around 60% were registered, while 225 (37%) were either blocked or deregistered. The 'blocked' status captures those dwellings that have been temporarily suspended from accepting bookings after failing to renew before the expiry date.

Short term letting has been identified as an impediment to unlocking housing supply. Over the past decade, short-term rental accommodation (STRA) has seen rapid growth supported by the rise of online booking platforms that have made it easier for property owners to enter the market. In Orange, Airbnb has become increasingly popular due to the popularity of the region as a holiday destination and the use of Airbnb as a secondary income generator for property owners.

In regions such as Orange, rental markets have tightened, with low vacancy rates and increased demand from short-term workers linked to major projects in surrounding areas. The popularity of short-stay platforms like Airbnb has been amplified by the presence of transient workers, particularly in Orange, which experiences tourism or seasonal employment peaks. Landlords converting long-term rentals into short-stay accommodations for higher profits, shrink the pool of available affordable private housing, leading to housing shortages for vulnerable populations including young families, pensioners, and single-parent households.

4.8 Impact of temporary and seasonal workers

Orange has a strong mining, health care and agricultural employment baseline, with each industry group associated with a proportion of temporary or fly in fly out (FIFO) workers. The transient nature of this workforce creates challenges for the housing market including:

- **Pressure on the rental market** - temporary workers often require short-term accommodation, which increases demand for rental properties. This sudden demand can cause rental prices to spike, outpacing

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local wage growth and pricing out long-term residents. In Orange, which has limited rental housing stock, landlords can preference renting to temporary workers who are often backed by companies or willing to pay higher short-term rates. This exacerbates rental insecurity for permanent low-income residents.

- **Impacts on the visitor economy** - accommodation providers can prioritise longer-staying workers over short-term holidaymakers due to guaranteed income. This reduces the availability of visitor accommodation for tourists and contributes to rising nightly rates, pricing out budget-conscious travellers. This can have a flow on impact to local businesses that are tourism dependent.
- **Increased demand for social housing** - The squeeze on the private rental market, partly due to competition from transient workers, has led to a rising demand for public and community housing.

The following table provides an overview of the temporary workers market in Orange LGA as of February 2025.

Table 5: Temporary worker market

Statistic	Value
Total Temporary Workers	2,500
Total FIFO Workers	1,200
Percentage of Workforce	15%
Average Duration of FIFO Shifts	2 weeks on, 1 week off
Primary Industry for FIFO Workers	Mining
Average Salary for FIFO Workers	\$120,000 AUD

Source: Jobs and Skills Australia, Labour Market Dashboard, New South Wales, February 2025.

AFFORDABLE HOUSING NEED

5.0 AFFORDABLE HOUSING NEED AND CAPACITY

This section provides an assessment of affordable housing need within Orange LGA, drawing on both quantitative analysis and qualitative insights gathered through stakeholder consultation. While the consultation findings provide valuable perceptions of local housing challenges, they are subjective and should be considered alongside the technical modelling conducted. HillPDA analysed the supply and demand for affordable housing within the Orange City LGA using internal modelling primarily based on 2021 Census data, supplemented by secondary sources such as Family and Community Services' Rent and Sales Report. This analysis identified demand patterns by income level and highlighted supply gaps in affordable housing stock.

Consistent with the findings from section 4.0, the need for affordable housing is higher among certain groups, including:

- Young professionals seeking smaller affordable and lower maintenance homes
- Young families priced out due to limited diverse rental housing options
- Seniors facing housing stress and requiring adaptable housing suitable to changing needs
- Healthcare workers impacted by rental shortages
- Transient groups such as students, trainees, and seasonal or temporary workers linked to key local industries like healthcare, mining and agriculture, requiring shorter-term, flexible rental options and specific accommodation requirements.

5.1 Affordable housing pipeline

The immediate affordable housing pipeline in the Orange Local Government Area appears limited. According to data from the NSW Planning Portal extracted April 2024, only two recent developments have been identified with potential affordable housing outcomes. These include a small-scale dual dwelling subdivision and a boarding house conversion at 217 Anson Street. Both projects have been approved but are modest in scale and do not constitute significant new supply. The proposals do respond to demand for smaller dwellings to meet existing waiting lists and support a more diverse housing offering.

In the medium to long term, affordable housing in Orange will be delivered through the Redmond Place development. The project will include 330 new homes, with 20% (66 dwellings) dedicated to affordable housing. Landcom is partnering with Orange City Council to unlock 24.2 hectares of Council-owned land for a variety of housing typologies, including single dwellings, duplexes, townhouses and low-rise apartments.

5.2 Affordable housing need

HillPDA analysed the supply and demand of affordable housing within Orange City LGA using internal modelling primarily informed by 2021 Census Data. Secondary data sources such as Family and Community Services' Rent and Sales Report were also used when necessary to inform the primary analysis. This process identified the need and demand for affordable housing by income and located supply gaps.

For the purpose of understanding this analysis and its outputs, a number of assumptions should be laid out:

- The Australian Bureau of Statistics (ABS) data includes small random adjustments to protect the confidentiality of data which influences calculations and totalling.
- Households which recorded "Negative income", "Not applicable", "Nil income" and "All incomes not stated" for their income in the 2021 Census are excluded from the analysis due to a lack of information.

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Similarly, households which recorded “Not applicable” and “Not stated” for their weekly rental payments were also excluded.

- Census data on weekly income is provided in ranges, so numbers were rounded to the nearest range where required, for example households with a weekly income in the range of \$1,500 - \$1,749 were classified as moderate income even though the band technically stops at a weekly income of \$1,721
- The analysis of affordable housing is based on renting households since those who own their homes outright or have a mortgage are unlikely to need the housing product.
- The ABS Census Guide notes that the Census collects personal income in ranges, and that individuals may underestimate their incomes on the Census, compared with the amounts that would be reported in surveys designed specifically to measure incomes.⁶ As a result of these limitations, the use of Census inputted incomes in the calculation of each household’s housing costs to income ratio, may overstate the true proportion of households with rent payments greater than 30% of income.
- Additionally, payments greater than 30% of income may not necessarily indicate that a household is in financial stress. For example:
 - some households may choose to spend more on rent because the property is closer to their place of employment, or they may prioritise housing over other expenses, such as entertainment, travel, or discretionary spending
 - higher income households may be able to spend more of their income on housing without this affecting their ability to pay for other costs of living. Lower income households may have less choice and capacity in this regard. For this reason, this section has limited the housing need calculations to households within the very low, low and moderate income bands.

5.2.1 The technical need for affordable housing

Figure 45: The technical need for affordable housing in Orange LGA



In the 2021 Census, there were 2,703 rental households eligible for affordable housing in Orange LGA. Of those, 1,271 households were in housing that was affordable (spending no more than 30% of household income on rent). Amongst very low to moderate income households, there was a technical shortfall of 1,432 dwellings in need of more affordable housing.

⁶ Australian Bureau of Statistics Rent affordability indicator (RAID) Census of Population and Housing: Census Dictionary retrieved from: <https://www.abs.gov.au/census/guide-census-data/census-dictionary/2021/variables-topic/housing/rent-affordability-indicator-raid>

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Table 6 shows that most of the shortfall in affordable housing provision occurred for families on the very low income bracket, with 912 households (81%) in housing considered unaffordable, despite being eligible for affordable housing. The low income bracket had 425 households eligible for affordable housing in 2021, with over half (52%) in housing that was affordable. Of Orange's moderate income households in 2021, a smaller proportion (13%) were in housing stress.

Table 6: Technical affordable housing need across Orange LGA

Household type	Number of households in affordable housing	Total number of households in the category	Affordable housing shortfall	% of eligible households NOT in affordable housing
Very low income	208	1120	912	81%
Low income	400	825	425	52%
Moderate income	663	758	95	13%
All eligible households	1271	2,703	1,432	53%

Source: Australian Bureau of Statistics 2023 and HillPDA 2023

While Table 6 identifies a shortfall of 1,432 affordable rental dwellings in 2021, it is acknowledged that affordable housing alone may not suit the needs of all these households. Specifically, of those rental households eligible for affordable housing but currently in unaffordable situations, 372 households (26%) had a weekly income below \$500. Social housing might better suit these households' needs. Removing these households from the equation leaves 1,060 households in 2021, for whom affordable housing would be both necessary and appropriate.

HillPDA's estimate of the affordable housing need in Orange aligns with the estimates provided by the UNSW City Futures Research Centre's Housing Need Dashboard. According to the Centre, the current unmet need for dwellings in housing stress in the Orange LGA is approximately 1,000. It is further estimated that a total of 1,200 dwellings will be required by 2041 to meet future demand. To achieve this, the supply of social and affordable housing would need to grow by an average of 4.2% annually.

Households currently renting privately would comprise the vast majority of the pressing demand for affordable housing. Those already in social or public housing do not require an affordable housing dwelling, and those who own part, or all of their home would most likely seek to secure the benefits of home ownership rather than rent another dwelling.

5.2.2 Affordable housing need by household type

The need for affordable housing varies by household type and circumstances. HillPDA analysed the proportion of households living in affordable housing across different income levels using 2021 Census data.

Very low-income households, particularly couple families with children and lone person households, had the least access to affordable housing, while low-income households with children and group households also faced significant affordability challenges. These findings highlight the urgent need for targeted affordable housing solutions.

Table 7: Proportion of households living in housing considered affordable by very low, low and moderate

	Couple family no children	Couple family with children	Lone person household	Group household
Very low income	16.3%	0.0%	18.9	50.0
Low income	44.4%	17.3%	57.8	0.0
Moderate income	78.4%	91.9%	89.9	62.5

Source: HillPDA and ABS Census 2021

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5.3 Target groups

Engagement with community housing providers, developers, real estate agents and local employers identified a diverse range of groups in need of affordable housing, including essential workers such as nurses, health and education professionals, police and mine workers. Anecdotally, it was noted that there have been instances of people turning down employment opportunities due to difficulties finding housing. There is also evidence that people employed in traditionally lower income occupations have declined in the LGA over the last decade, potentially indicating that it has become less affordable to live in the area.

Young professionals and young families were also noted by local real estate agents as target groups that are being priced out of the market due to limited diverse housing product and rental housing stock. This can lead to young professionals seeking employment opportunities in other locations, impacting the local economy and job market. A greater diversity of smaller housing product for purchase and rent, would help address the needs of this community. Co-living and build to rent outcomes could also be encouraged to align housing supply with need.

Seniors were also identified as a demographic that is facing greater housing stress and demanding shared and adaptable housing types. Creating more housing stock that is tailored to senior's needs could assist in alleviating demand for social and affordable housing as it creates opportunity for downsizes to transition to housing more appropriate for need.

Through consultation, health care workers were identified as a particular cohort that is being impeded by the rental housing shortage in Orange. Typically, some of the workforces are transient, such as students and trainees, requiring shorter term rental options. Other workers, such as nurses are looking to move to the region with their family, however there is limited opportunity to buy or rent something suitable in the housing market. This could be addressed through an increase in the supply of smaller housing types or alternative product such as build to rent and co-living.

Temporary and seasonal workers were also identified as a cohort in need of more aligned housing. The short-term accommodation market is being required to accommodate the transient worker population due to a shortfall in temporary accommodation options for industry. Consultation indicated that there is also particular housing requirements specified for a number of these occupation cohorts including minimum dimensions for rooms and incorporation of wet areas. Real estate agents noted that the pressure on the local housing market from mining-related temporary workers has eased somewhat, as some employers are now accommodating workers in hotels. This shift is driven by efficiencies gained from having workers in one location, including the ability to provide meals and support services on-site. However, beyond mining, industries such as health care and agriculture in Orange continue to rely on a transient workforce. There could be opportunity to lead a co-living pilot project that seeks to increase the supply of stock appropriate for the transient workforce.

Live-work housing was also identified as a potential housing product that would assist in alleviate housing pressure and supporting local trade operations. There could be an option for Council to designate an area of land suitable for both employment and housing to provide a live work terrace product similar to what was achieved in Habitat Byron Bay (see [here](#)).

Tenants on low income, disability support or single parents are also anecdotally identified as households in need. This is reinforced through the demographics identified in previous sections. Increasing the opportunity for secondary dwellings and encouraging the provision of prefabricated dwelling and other non-traditional building types could help alleviate some of the housing pressure.

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5.4 Community Housing Provider's capacity

During consultation, CHPs were noted as key partners in delivering affordable housing, particularly through models involving gifted or discounted land, build-to-rent developments, and long-term asset management. However, their capacity is somewhat constrained by limited funding, reliance on government grants and complex capital stacks required to make projects viable.

A review of the FAC's Social Housing Expected Wait Times dashboard (updated June 2024) shows wait times of 5 to 10 years for all housing types in the S050 Orange Allocation Zone. These long wait times, combined with the 395 current applicants (291 general and 104 priority) reported in section 4.5 as of March 2025, indicate that current supply is falling short of demand. While CHPs are willing to partner with councils and developers, more strategic land acquisition, upfront support and flexible planning mechanisms may be required to expand delivery capability in Orange. Engagement also identified that an education piece around the difference between affordable housing and social housing would also be beneficial.

5.5 Ability of local market to supply affordable housing

Consultation with local developers, industry and community housing providers highlighted a range of structural and economic challenges impacting the delivery of affordable housing within the region. Rising construction costs, constrained land availability, and planning requirements, such as heritage overlays, density caps and infrastructure contributions, were identified by stakeholders as key barriers to delivering affordable housing at scale.

Stakeholders noted that the cost of delivering new dwellings, even smaller two-bedroom homes, often rivals that of larger three- or four-bedroom dwellings. Despite similar delivery costs, smaller dwellings are perceived by the market as having lower value, leading to diminished sales prices and reduced financial viability for developers. This discrepancy contributes to a development shortfall in smaller, more affordable housing products.

Developer, real estate and building stakeholders suggested that Council could play a stronger role in enabling the delivery of affordable housing by offering planning and financial incentives. These could include:

- Reductions in development contributions or infrastructure charges;
- Bonus floor space provisions or relaxed density controls for projects including affordable dwellings;
- Amendments to the Local Environmental Plan (LEP) to enable more flexible (not traditional) housing outcomes;
- Voluntary Planning Agreements that formalise affordable housing contributions in exchange for uplift incentives.

The impact of these provisions on development viability would need to be tested.

An alternative delivery model proposed by industry stakeholders involves developers retaining ownership of affordable dwellings for a capped period, during which the property would be managed by a registered Community Housing Provider (CHP). After this period, ownership could revert to the developer, allowing for asset realisation. While some housing advocates, including CHPs and policy organisations such as Shelter NSW, continue to support 'in perpetuity' ownership models to ensure long-term affordability, the proposed time-limited model may offer a more commercially viable pathway for private developers to contribute to affordable housing supply, without compromising feasibility. Without targeted support, in the form of grants and subsidies, discounted or gifted public land and planning incentives and concessions, the market alone is unlikely to meet local demand or be willing to provide for affordable housing.

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5.6 Initiatives adopted by other councils

To strengthen Orange's affordable housing pipeline, Council could consider initiatives adopted by other regional NSW councils. A summary of these initiatives is provided in Table 8, sourced from a review of their housing strategies and other publicly available documents.

Table 8: Affordable housing initiatives adopted or considered by regional councils across NSW

Mechanism	Council	Description
Use of council resources (land/equity) for development	Hay Shire Council	<ul style="list-style-type: none"> Working with Argyle Housing to develop lots for affordable housing
Provide resources to Community Housing Providers (CHPs)	Mid-Western Regional Council	<ul style="list-style-type: none"> Owns low-cost units and partners with Housing Plus for management
Support innovative housing and tenancy models	Shellharbour City Council	<ul style="list-style-type: none"> Tested a pilot program to allow tiny homes on residential blocks without requiring development consent.
	Cabonne Council	<ul style="list-style-type: none"> Specific DCP to guide construction of transportable homes and the relocation of dwellings as an affordable means of providing housing in the area
Advocate for state/federal policy and investment	Tweed Shire Council	<ul style="list-style-type: none"> Will advocate for State and/or Federal Government to identify land through their annual land audit to be acquired for social and affordable housing
	Bega Valley Shire	<ul style="list-style-type: none"> Will advocate for increased capital investment in social housing, including maintenance and upgrade of existing stock, and construction of new stock
	Port Macquarie-Hastings	<ul style="list-style-type: none"> Council will take on an advocacy role for improved outcomes in relation to social and affordable housing. At the state level, Council will continue to join with other Councils and actively lobby relevant State Government ministers and departments to encourage a more comprehensive approach to the provision of affordable housing
Promote and educate about affordable housing	Tweed Shire Council	<ul style="list-style-type: none"> Are considering targeted education programs. Ku-ring-gai Council (a metropolitan council) has similarly undertaken an education program, having prepared a brochure to educate councillors and the public on the purpose and need for affordable housing, including examples of best practice affordable housing.
Facilitate partnerships and planning agreements	Tamworth Regional Council	<ul style="list-style-type: none"> Exploring partnerships and planning reforms.
	Dubbo Regional Council	<ul style="list-style-type: none"> Has allocated \$200,000/year via planning agreement for affordable housing EOIs.
Mandate affordable housing	Port Macquarie-Hastings	<ul style="list-style-type: none"> Considering introducing requirements for certain developments to provide affordable housing, diverse housing or development contributions towards affordable housing

POLICY MECHANISMS AND APPROACHES

6.0 PLANNING MECHANISMS AND APPROACHES

This section overviews the affordable housing planning mechanisms that have been adopted in other regional and metropolitan council areas for consideration by Council.



The following tables explore the various options for supporting affordable housing provision. The options require further investigation to determine the best fit for council and the public benefit.

The intent is that Council considers the various mechanisms and tailors an affordable housing response that best suits the needs of Council, industry and the community.

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6.1 Regulate

Table 9: Lever 1 - Regulate

Option	Pros	Cons
Introduce an affordable housing contribution scheme An affordable housing contribution allows council to charge a levy for affordable housing. These contributions are in addition to any developer contributions required under a s7.11 or s7.12 plan. A Scheme could apply either: <ul style="list-style-type: none"> • In areas where Council is seeking to target a change in development controls, or • Broadly through the LGA on all development Council could consider approaching neighbouring councils to partner in the development of a Regional Affordable Housing Contribution Scheme. Further feasibility testing would be required under any scenario to determine if it is viable to implement a scheme. The broad based approach has been implemented by councils such as Waverley Council. The approach works better in LGAs where development feasibility is constrained, or significant up zonings are not expected. It is not favoured by the DPHI.	<ul style="list-style-type: none"> • When paired with upzonings and flagged with industry, the impact on development viability can be minimal. • Provides Council with the flexibility to accept dwellings or funds. • Can reduce land speculation, by introducing greater certainty and clarity around development costs. Having a lengthy and public implementation process for an AHCS can help developers factor contributions into land purchase prices and limit speculation • Signals Council's stance on affordable housing supply and provision. • Uplift-based schemes are supported by the NSW Government. 	<ul style="list-style-type: none"> • If development conditions worsen, affordable housing contributions can compound impacts on viability. • The development industry is opposed to additional government charges. • Requires Council staff to levy, manage and utilise the contributions. • The NSW Government is generally opposed to broad-based contribution schemes. • Challenging development viability means uplift-based contribution schemes need to involve significant uplift to generate enough value. • Regional councils may struggle to establish an uplift based AHCS where rezonings are not warranted, despite local demand for new housing, as there is little to no land value uplift to generate contributions.
Implement an affordable housing policy that articulates: <ul style="list-style-type: none"> • Councils' objectives for affordable housing in the LGA. • Mechanisms for delivering affordable housing. • Affordable housing targets. • Councils' requirements for affordable housing including: <ul style="list-style-type: none"> – Preferences around dwellings in kind or monetary contributions – Specifying who affordable housing will be for – i.e. target groups – Defining rent setting mechanisms and how rent will be calculated. • How Council will seek to manage affordable housing stock. 	<ul style="list-style-type: none"> • Helps to communicate the intent and benefits of affordable housing to the community and stakeholders. • Provides clear guidance on how contributions are calculated, collected and allocated, ensuring consistent and equitable implementation. 	<ul style="list-style-type: none"> • Can be challenging to implement if the community is not supportive of the provision of affordable housing within their area.

Attachment 2 Affordable Housing Policy Background Study - HillPDA



Option	Pros	Cons
Develop a supportive planning agreement framework Establish a planning agreement policy that sets out the criteria and methodology for requiring affordable housing as part of proponent-led rezonings or significant infrastructure projects. Dubbo Regional Council has entered into a planning agreement where \$200,000 per year will be allocated towards affordable housing development schemes through an open EOI process. This information can be found in the Forest Glen Solar Farm Planning Agreement available on our website at https://www.dubbo.nsw.gov.au/Builders-Developers/Planning-Controls-Tools-and-Resources/planning-agreements	<ul style="list-style-type: none"> Can increase efficiency for VPA assessments. Allows a dialogue between Council and developers rather than a strict contribution rate. Can levy affordable housing independently, or in support, of an AHCS. Responsive to the needs and context of individual developments. Allows higher contributions to be charged in certain situations. Can apply anywhere in the LGA. 	<ul style="list-style-type: none"> Can be time and resource intensive for Council to pursue. Planning agreements need to provide benefits to Council and the applicant. Can be confusing for the general public. Cannot be easily scaled in application as it works on a case-by-case basis. There is no certainty as VPAs are voluntary.
Relax select development controls to incentivise innovative housing product. This would involve assessing proposals on their merit rather than strict compliance with planning controls. Shellharbour City Council have backed a two year pilot program allowing tiny homes to be installed on residential blocks as long-term rental properties without development consent.	<ul style="list-style-type: none"> Can increase the amount of eligible development sites which will in-turn increase housing supply. Allows for innovative housing product that might otherwise not be approved. Could deliver a greater diversity of housing to the market, easing affordability pressures. Could be pursued in specific areas or across the LGA. 	<ul style="list-style-type: none"> There is a risk of poor design outcomes. Potentially more onerous assessment process of council as having to evaluate merit.
Incorporate bonus / incentive provisions (e.g. Increase height and/or FSR) to encourage the delivery of affordable housing. Similar to what is enabled in the Housing SEPP, further development incentives could be provided in the LEP. Incentives could also be in the form of removing development contributions where a proposal incorporates affordable housing.	<ul style="list-style-type: none"> Can assist with development viability. Can attract more development interest, effectively increasing housing supply and improving affordability. Encourages more affordable housing provision. Council can control the applicability of typologies, effectively increasing the diversity of housing supply. 	<ul style="list-style-type: none"> The removal of development contributions as an incentive would have flow on impacts to infrastructure delivery capacity. Community can be more opposed to height and FSR bonuses as it delivers a product that is outside of strategic planning.

Attachment 2 Affordable Housing Policy Background Study - HillPDA

6.2 Deliver

Table 10: Lever 2 – Deliver

Option	Pros	Cons
Utilise existing Council owned land to develop affordable housing product. Product is managed by a Community Housing Provider (CHP); however, Council retains ownership of product and land.	<ul style="list-style-type: none"> Development feasibility is not impeded by cost of land. Opportunity for a joint venture. Delivers on community expectations that Council plays an active role in affordable housing delivery. Opportunity to repurpose site in the future if needs change. 	<ul style="list-style-type: none"> Additional risks associated with development. Ongoing asset maintenance costs.
This is already being undertaken at Redmond Place and could be further expanded if feasible.		
Dedicate land to CHP through an expression of interest (EOI) process where Council no longer retains ownership.	<ul style="list-style-type: none"> Expression of interest (EOI), Council can identify CHP partners with experience in developing and managing affordable housing. Delivers public benefit by increasing the supply of affordable housing stock. Gifting is ideal when the primary goal is maximising affordable housing delivery. Appropriate if Council has limited resources to manage land disposal. 	<ul style="list-style-type: none"> Council does not retain ownership of land. Unlikely to be suitable for sites where other council services are required to be delivered, or where Council expects the site could be required for another purpose in the future.
Enter a joint venture with a CHP to develop affordable housing on Council land.	<ul style="list-style-type: none"> Allows for shared risk and investment. Partnership with a CHP increases the chances of accessing additional funding and resources from the state and federal governments. A shared equity or joint venture model to provide land to a CHP in return for a share in development, enables construction to commence. Council retains ownership of land. Is suited to large scale redevelopment and multiple sites. 	<ul style="list-style-type: none"> Risk of misalignment between council goals and CHP's operational priorities. Joint ventures are complex, requiring substantial skill and resourcing. Level of risk. Most likely to apply to more complex sites involving significant funding and financing and mix of public benefits.
Use Council funds for strategic land acquisition to develop purpose-built affordable housing.	<ul style="list-style-type: none"> Control of the development process. Ensures housing is built to meet the needs of the community. Council can ensure housing remains affordable in the long term. Possibility of entering into a joint venture for the development. 	<ul style="list-style-type: none"> Requires council to have available funding sources to invest. Council resource intensive. Potential to create conflicts of interests if competing with the private sector.
Undertake a build-to-rent (BTR) demonstration project with a designated percentage (e.g. 5%-10%) of affordable housing.	<ul style="list-style-type: none"> Where development conditions are challenging or there is a lack of market evidence for affordable housing projects, local councils can deliver a part-market, part-affordable development to demonstrate to the private market that mixed tenure developments are possible. Council retains ownership of the asset Increases the stock on the market Do not need to comply with Apartment Design Guide (ADG) – allows innovation to be demonstrated 	<ul style="list-style-type: none"> Managing a mixed-tenure development could be more complex than solely affordable housing, requiring specialised expertise in managing the needs of market renters and social/affordable renters.

Attachment 2 Affordable Housing Policy Background Study - HillPDA
6.3 Advocate

Table 11: Lever 3 - Advocacy

Option	Pros	Cons
Partner and engage with the State and Federal Government around affordable housing As the holders of substantial funds and policy powers, Council can continue to advocate to the NSW Government and Federal Government for either investment or supportive policies. This can involve the development of NSW Government and Federal Government land for affordable housing purposes.	<ul style="list-style-type: none"> Advocacy only requires a minor investment of Council resources but can deliver substantial benefits. Even if NSW Government or Federal Government support is not gained, increasing awareness from advocacy is beneficial. If successful, can increase funding for housing programs. 	<ul style="list-style-type: none"> Advocacy fatigue can occur if numerous efforts are made with minimal results. It can be difficult to target advocacy efforts in the right areas. Dependence on government priorities and budgets. Political hurdles and delays in decision-making. Risk of insufficient or poorly targeted funding. Local councils may lack influence over higher levels of government.
Run an education campaign about the benefits of affordable rental housing Raising community awareness about the nature of, and benefits of affordable housing, including best practice examples, could reduce the potential for protracted and contentious development approvals that can otherwise significantly impact development viability.	<ul style="list-style-type: none"> Assists in diffusing stigma and increase general community support for affordable housing. Having a greater community understanding of affordable housing can reduce the risks CHPs face in development. 	<ul style="list-style-type: none"> Advocacy fatigue can occur if numerous efforts are made with minimal results It can be difficult to target community education efforts in the right areas.

Source: HillPDA 2025

Attachment 2 Affordable Housing Policy Background Study - HillPDA**SYDNEY**

Level 3, 234 George Street
Sydney NSW 2000
GPO Box 2748 Sydney NSW 2001
t: +61 2 9252 8777
f: +61 2 9252 6077
e: sydney@hillpda.com

MELBOURNE

Suite 114, 838 Collins Street
Docklands VIC 3008
t: +61 3 9629 1842
f: +61 3 9629 6315
e: melbourne@hillpda.com

WWW.HILLPDA.COM

5.7 Planning Agreement Policy - Post Exhibition Report

RECORD NUMBER: 2026/30

AUTHOR: Craig Mortell, Senior Planner

EXECUTIVE SUMMARY

At its meeting of 2 December 2025, Council resolved to place the draft Strategic Policy ST57 – Planning Agreements on public exhibition. Exhibition was extended due to the Christmas / New year period and concluded on 23 January 2026.

No submissions were received.

Council's existing policy had last been reviewed in 2014 and no longer reflects current legislative requirements. The purpose of Strategic Policy ST57 – Planning Agreements is to establish a clear, consistent and transparent framework for the negotiation, assessment and administration of Planning Agreements within the Orange Local Government Area.

The policy provides guidance to applicants, Council officers and the community on when Planning Agreements may be considered, the principles that govern their use, and the processes to ensure agreements deliver genuine public benefit, align with Council's strategic priorities, and comply with the requirements of the *Environmental Planning and Assessment Act 1979*.

LINK TO DELIVERY/OPERATIONAL PLAN

The recommendation in this report relates to the Delivery/Operational Plan strategy "7.3 Plan for growth and development that balances liveability with valuing the local environment".

FINANCIAL IMPLICATIONS

Nil

POLICY AND GOVERNANCE IMPLICATIONS

The updated draft Planning Agreement Policy strengthens Council's governance framework around developer contributions. By formalising the principles, procedures, and expectations, Council ensures that all agreements are strategically aligned, legally robust, and transparently administered.

The policy reinforces Council's commitment to probity, public accountability, and equitable decision-making, while also safeguarding against risks such as inconsistent negotiation practices, unenforceable obligations, or perceived preferential treatment.

The framework supports Council's statutory responsibilities under the Environmental Planning and Assessment Act 1979, ensuring that Planning Agreements do not fetter Council's discretion and are used solely to advance legitimate planning purposes and community benefit.

RECOMMENDATION

That Council adopt Strategic Policy ST57 – Planning Agreements as exhibited.

FURTHER CONSIDERATIONS

The recommendation of this report has been assessed against Council's key risk categories and the following comments are provided:

Service/Project Delivery	Without a consistent framework, infrastructure delivery may be delayed or misaligned with community needs, impacting service outcomes and growth area planning.
Financial	Ad hoc agreements increase the risk of under-valued contributions, unfunded liabilities, or exposure to cost overruns due to unclear valuation or maintenance obligations.

5.7 Planning Agreement Policy - Post Exhibition Report

Reputation/Political	Inconsistent or opaque negotiation processes may lead to perceptions of unfairness or favouritism, undermining public trust and Council's credibility.
Environment	Poorly scoped agreements may overlook environmental impacts or miss opportunities to secure enhancements such as green infrastructure or conservation outcomes.
Compliance	Failure to meet legislative requirements under the Environmental Planning and Assessment Act or associated regulations may result in agreements being unenforceable or legally challenged.
People & WHS	Infrastructure delivered through Planning Agreements must meet safety and accessibility standards; inadequate oversight may expose Council to WHS risks during handover or operation.
Information Technology/ Cyber Security	Planning Agreement data, including financial securities and land transfers, must be securely managed to prevent unauthorised access, data breaches, or loss of critical records.

SUPPORTING INFORMATION

At its meeting of 2 December 2025, Council resolved to place the draft Strategic Policy ST57 – Planning Agreements on public exhibition for a period of not less than 28 days. The exhibition commenced 5 December 2025 and due to the Christmas / New Year shut down the exhibition period was extended to 23 January 2026 (49 days total). This extended period is consistent with section 16 of the *Environmental Planning and Assessment Act* which excludes the period of 20 December – 10 January (inclusive) from the calculation of exhibition periods.

At the close of the exhibition period, no submissions were received.

BACKGROUND

The draft policy was prepared as part of a strategic policy review, noting that Council's existing Planning Agreement Policy had last been reviewed in October 2014 and no longer reflected current legislative requirements, State Government guidance, or contemporary best practice in governance and probity.

The draft policy establishes a consistent and transparent framework for the negotiation, assessment, and implementation of Planning Agreements under Division 7.1 of the Environmental Planning and Assessment Act 1979. It is supported by a standardised Planning Agreement template intended to improve consistency, legal robustness, and administrative efficiency, while retaining flexibility to respond to site-specific and proposal-specific circumstances.

The draft Strategic Policy ST57 – Planning Agreements was publicly exhibited for a total period of 49 days in accordance with Council's Community Engagement Policy and an extension due to the Christmas / new year period. The exhibition process included public notification via Council's website.

As no issues were identified through the exhibition process, no amendments are proposed as a result of public exhibition.

ATTACHMENTS

- 1 FOR ADOPTION - Strategic Policy - ST57 - Planning Agreements, D26/7327 [Download](#)
- 2 FOR ADOPTION - Strategic Policy - ST57 - Planning Agreement Template, D26/7400 [Download](#)

Attachment 1 FOR ADOPTION - Strategic Policy - ST57 - Planning Agreements



Strategic Policy – ST57

Planning Agreements

FOR ADOPTION



PO Box 35, Orange
NSW 2800 Australia

135 Byng Street, Orange
NSW 2800 Australia

P: +61 2 6393 8000
F: +61 2 6393 8199

council@orange.nsw.gov.au
www.orange.nsw.gov.au

Attachment 1 FOR ADOPTION - Strategic Policy - ST57 - Planning Agreements

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FOR ADOPTION

Attachment 1 FOR ADOPTION - Strategic Policy - ST57 - Planning Agreements**STRATEGIC POLICY – ST57****1 INTRODUCTION****1.1 Overview**

1.1.1 Planning Agreements are voluntary agreements between developers and Council that help fund infrastructure and services needed to support new development. This Policy outlines the strategic approach Council will apply when negotiating, assessing, and implementing Planning Agreements under the Environmental Planning and Assessment Act 1979 (EP&A Act).

1.1.2 Planning Agreements are separate from, though complement Council's Section 7.11 and 7.12 contribution plans levied in accordance with the Environmental Planning & Assessment Act 1979.

1.1.3 Planning Agreements are a valuable tool that allow Council to ensure developments contribute positively to the community. Planning Agreements provide greater flexibility to deliver targeted infrastructure, services, and other public benefits that create stronger, more liveable neighbourhoods.

1.1.4 Planning agreements:

- Aim to be flexible and efficient,
- Are negotiated outcomes that are voluntary of both parties,
- Facilitate the direct delivery, and/or out of sequence development, and/or innovation,
- Are not wholly unrelated to development and the demand for infrastructure.

1.1.5 Planning agreements typically apply to major growth areas, or development occurring in a distinct area, or where specific infrastructure is required to facilitate development, and a developer offers to deliver it.

1.1.6 Planning agreements may also apply to proposed development that has not been anticipated by the Council and works/facilities to cater for this development have not been identified in Council's Contribution Plan.

1.2 Commencement & Application

1.2.1 This policy was adopted by resolution of Council on the date listed at the end of the policy. This policy does not invalidate any Planning Agreement executed prior to its adoption and will not apply to a new or amended Planning Agreement if it has been substantially negotiated or commenced at the time of this policy's adoption.

1.2.2 This policy applies to all Planning Agreements within the Orange Local Government Area (LGA) involving:

- Development Applications (DAs)
- Planning Proposals (rezoning requests)
- Modifications to development consents (s4.55)
- Complying Development Certificates (CDCs), where applicable

1.2.3 This policy is to be read in conjunction with the associated operational procedure.

1.3 Principles & Objectives

1.3.1 Council staff will consider the following principles before entering into planning agreements:

- a) Council will always consider a development proposal on its merits, not based on a planning agreement.
- b) Planning Agreements must be underpinned by proper strategic land use and infrastructure planning to address expected growth and infrastructure demand.
- c) Planning agreements are to provide for public benefits that have some

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relationship to the development.

- d) Council 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 into an agreement.
- e) Planning agreements will not be used as a means of general revenue raising or to overcome revenue shortfalls.
- f) Value capture will not be the primary purpose of a planning agreement.
- g) Council staff will apply the procedural principles outlined in the Operational Policy when negotiating and assessing Planning Agreements.

1.3.2 The objectives of this policy are to:

- a) **Ensure Strategic Alignment** - Ensure Planning Agreements contribute to and are consistent with Council's long-term infrastructure, community, and environmental objectives. Agreements must serve legitimate planning purposes aligned with statutory planning controls, Council's strategic goals, and community needs.
- b) **Promote Transparency, Accountability and Fairness** - Ensure Planning Agreements are negotiated and implemented transparently, with clear expectations for all parties. Council will always consider a development proposal on its merits, not based on the planning agreement.
- c) **Secure Net Community Benefit** - Deliver public benefits and enable innovative approaches, such as improved infrastructure, affordable housing, and environmental enhancements. Council staff will consider if the planning agreement is directed towards meeting the demands created by the development for new or augmented public infrastructure, amenities and services.

2 LEGISLATIVE FRAMEWORK POLICY

2.1 Legislative framework

2.1.1 Division 7.1 of the Environmental Planning and Assessment Act 1979 (the Act) and Part 9 of the Environmental and Planning Assessment Regulation 2021 (the Regulation) set out a system for developer contributions to local councils. This includes both compulsory contributions and Planning Agreements.

2.1.2 Councils can approve development applications with conditions requiring contributions under the following sections of the Act:

- Section 7.11 – payment of money or dedication of land (free of cost) based on development impacts.
- Section 7.12 – payment of a levy calculated as a percentage of the development's cost.
- Section 7.32 – contributions (money or land) for affordable housing.

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2.1.3 A Planning Agreement, defined in Section 7.4 of the Act, is defined as a voluntary agreement or other arrangement between a 'planning authority' and a 'developer' (being a person who has sought a change to an environmental planning instrument, or who has made or proposes to make a development application or an application for a complying development certificate, or an associated person) under which the developer is required to make a monetary contribution, dedicate land free of cost, or provide any other material public benefit, or any combination of them, towards a public purpose.

2.1.4 For this policy, a "public purpose" includes (but is not limited to):

- providing or recouping the cost of public amenities or services, affordable housing, and transport or other infrastructure,
- funding recurrent expenditure for providing public amenities or services, affordable housing and transport or other infrastructure,
- monitoring planning impacts of development,
- conservation or enhancement of the natural environment.

2.1.5 Infrastructure contributions provided in a Planning Agreement are not required to demonstrate a direct connection or nexus with development as is required for Section 7.11 contributions. However, planning agreements should not provide for public benefits that are wholly unrelated to development.

2.2 Recurrent Costs and Use of Contributions

2.2.1 Planning Agreements may include contributions toward the ongoing (recurrent) costs of infrastructure or facilities. These contributions fall into two general categories:

• Shared Community Infrastructure:

Where infrastructure will ultimately serve the broader community, developers may be required to fund recurrent costs on an interim basis. These obligations should cease once a sustainable public revenue source is established.

• Development-Specific Infrastructure:

Where infrastructure primarily benefits the subject development (or adjoining developments), recurrent contributions may apply for a longer agreed period.

2.2.2 Monetary contributions received under a Planning Agreement must be used for the purpose specified and applied within a reasonable timeframe. Land dedicated under a Planning Agreement must also be made available for its intended public use in a timely manner.

2.3 When Planning Agreements Apply

2.3.1 Planning Agreements can relate to:

- Planning Proposals,
- Development Applications or Complying Development Certificates,
- modifications to existing development consents.

2.3.2 Where associated with planning proposals, Planning Agreements will be prepared and exhibited in alignment with Gateway Determination requirements.

Attachment 1 FOR ADOPTION - Strategic Policy - ST57 - Planning Agreements**STRATEGIC POLICY – ST57****2.4 What a Planning Agreement Must Include**

2.4.1 Each Planning Agreement must clearly describe:

- the land and development it applies to,
- details of what the developer will provide (nature, scope, timing, and method),
- whether it replaces or supplements contributions under Sections 7.11, 7.12 or 7.24,
- how Section 7.11 contributions are calculated if not excluded,
- how disputes will be resolved,
- how the agreement will be enforced if breached.

2.5 Council Template Agreement

2.5.1 This policy is supported by a Planning Agreement template and Explanatory Note template. Developers must use this template as the basis for preparing a Planning Agreement. Council's legal costs associated with drafting and reviewing Planning Agreements will be borne by the proponent. Variations to the templates for specific situations are acceptable subject to negotiation with Council.

2.6 Public Exhibition

2.6.1 Every draft Planning Agreement must be publicly exhibited. This is preferable in conjunction with the exhibition of the planning proposal or development application.

2.7 Integrity and Legal Protections

2.7.1 The Act includes safeguards to ensure proper process and avoid undue influence:

- Consent cannot be refused just because a Planning Agreement has not been offered or signed.
- Consent conditions can only require a Planning Agreement if the developer has made an offer.

- A Planning Agreement cannot require planning controls to be changed or consent to be granted.
- Any part of a Planning Agreement that breaches the Act or planning rules is void.

2.7.2 Where developer obligations require security, Council may require financial guarantees, restrictions on certificates, or title registration, as outlined in the Operational Policy.

2.8 Planning Agreement Practice Note

2.8.1 Under clause 203 of the Regulations, the Planning Secretary may issue a practice note to assist parties in the preparation of Planning Agreements. The practice note (May 2025) established fundamental Principles to be addressed in Planning Agreements; these are:

- a) Planning authorities should always consider a development proposal on its merits, not on the basis of a Planning Agreement.
- b) 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.
- c) Strategic planning should ensure that development is supported by the infrastructure needed to meet the needs of the growing population.
- d) 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.

Attachment 1 FOR ADOPTION - Strategic Policy - ST57 - Planning Agreements**STRATEGIC POLICY – ST57**

e) Planning Agreements should not be used as a means of general revenue raising or to overcome revenue shortfalls.

f) Planning Agreements must not include public benefits wholly unrelated to the particular development.

2.8.2 Value capture should not be the primary purpose of a Planning Agreement but can be used as a means of achieving a public benefit related to the particular development.

2.9 Explanatory Note

2.9.1 Under clause 205 of the Regulations an explanatory note must accompany a Planning Agreement, or an agreement that revokes or amends a Planning Agreement that:

- a) Summarises the objectives, nature and effect of the proposed agreement, amendment or revocation, and,
- b) Contains an assessment of the merits of the proposed agreement, amendment or revocation, including the impact (positive or negative) on the public or any relevant section of the public.

2.10 Conveyancing Act 1919

Registration of Planning Agreements on Title

2.10.1 To ensure that the obligations in a Planning Agreement continue to apply even if the development site is sold, the Council will generally require the agreement to be registered on the title of the land under the Conveyancing Act 1919. Registration ensures transparency and provides certainty that public benefits promised through the agreement will be delivered, regardless of any change in land ownership.

Registration Process

2.10.2 Registration is done by lodging the agreement (or a suitable instrument) with NSW Land Registry Services in accordance with Section 88E of the Conveyancing Act 1919. This allows the agreement to be legally binding on current and future landowners.

All Interests Considered

2.10.3 Council will only enter into a Planning Agreement where it is satisfied that:

- the developer agrees to the registration of the agreement on title,
- all parties with an interest in the land (such as mortgagees) have consented where required,
- appropriate legal documentation is prepared to allow registration.

2.11 Strategic Planning Context

2.11.1 Orange City Council's Community Strategic Plan (2025-2035) and delivery program, in conjunction with the Orange Local Strategic Planning Statement (2019) is supported by a number of strategies and policies that consider planning for growth within the Orange Local Government Area. Council strategies and policies seek to identify the communities' needs for infrastructure such as community facilities, recreational infrastructure, open space, transport, and capital works.

2.11.2 These long-term strategies and policies are based on engagement with the local community. The implementation of the strategies and the delivery of key infrastructure can be directly or indirectly achieved through Planning Agreements.

2.11.3 Planning Agreements must demonstrate strategic alignment with Council's Strategies and Policies, which include but are not limited to:

Attachment 1 FOR ADOPTION - Strategic Policy - ST57 - Planning Agreements**STRATEGIC POLICY – ST57**

- a) Orange City Council Community Strategic Plan (2025-2025) and supporting Delivery and Operational Plans.
- b) Orange Local Strategic Planning Statement (2020).
- c) Orange Local Housing Strategy (2022).
- d) Blayney Orange and Cabonne Sub-Regional Rural and Industrial Lands Strategy (2008).
- e) Draft Blayney Orange and Cabonne Sub-Regional Rural and Industrial Lands Strategy (2019).
- f) Orange Play Strategy (2024).
- g) Greening Orange – Our Urban Forest Strategy (2024).

2.12 Relationship to Section 7.11

2.12.1 Planning Agreements are generally intended to deliver public benefits in addition to any development contributions required under the Act, including those under Section 7.11 Contribution towards provision or improvement of amenities or services.

2.12.2 Planning Agreements are intended to complement the Council's contributions plans. In appropriate cases, Planning Agreements can be used to deliver specific infrastructure outcomes provided for in the contributions plans or to provide additional or different public benefits or benefits not able to be provided through the contribution's plans, such as affordable housing.

2.12.3 A Planning Agreement may partly or fully exclude the application of Section 7.11 contributions to a development. Where a Planning Agreement excludes the application of development contributions:

- Council cannot impose a condition of consent requiring those contributions

under Section 7.11 except to the extent that a partial exclusion applies, and the balance remains payable.

- A Planning Agreement may expressly state that the benefits it provides are not to be considered in assessing a developer's liability under Section 7.11. In such cases, Section 7.11(6) does not apply, meaning that land, works or monetary contributions provided under the Planning Agreement are not offset against the standard contributions.

2.12.4 Generally, Council will not accept any offers to pay amounts that are already required to be provided under Section 7.11 or Section 7.12. That is, the offer must provide a benefit over and above what is already required to be paid.

2.12.5 Where a proponent offers to carry out specific works set out in a contributions plan, a Works-in-Kind Agreement is the Council's preferred method to provide for the delivery of that infrastructure, rather than a Planning Agreement.

2.12.6 In determining whether to accept an offer to enter into a Planning Agreement, Council is required to take into consideration several matters, including whether the overall proposal by the developer will result in a Net Public Benefit. Further guidance on the types and assessment of acceptable public benefits is provided in the Operational Policy.

2.13 Section 64 Contribution Plans

2.13.1 Section 64 sewer and water infrastructure contributions are levied under a different legislation (the Local Government Act 1993) and as such Planning Agreements under the Act cannot override developer servicing plans and associated charges for

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sewer and water. All Section 64 charges will remain payable unless a separate agreement is reached with the water authority.

3 PROBITY & PUBLIC ACCOUNTABILITY**3.1 Acceptability Test**

- 3.1.1 To determine whether a proposed Planning Agreement is acceptable, Orange City Council will assess the proposal against a structured set of planning, strategic, and public interest criteria.
- 3.1.2 Council staff will ensure Planning Agreements:
 1. Are directed towards legitimate planning purposes, which can be identified in the statutory planning controls and other adopted planning strategies and policies applying to development, including:
 - a) Is the Planning Agreement consistent with the fundamental principles under the Practice Note?
 - b) Is the proposed development deemed to have strategic and site-specific merit in accordance with the statutory and non-statutory planning policies?
 - c) Is the proposed Planning Agreement directed towards a legitimate Planning purpose that is identified in Council's adopted strategies and policies applying the development?
 2. Provide for the delivery of infrastructure or net public benefit, not wholly unrelated to the development?
 3. Produce outcomes that meet the general values and expectations of the public and protect the overall public interest?

4. Provide for a reasonable means of achieving the desired outcomes and securing the benefits?

5. Protect the community against adverse planning decisions?

- 3.1.3 The acceptability test will be subject to an internal working group assessment.

3.2 Land Dedication

- 3.2.1 In relation to land dedication, Council staff will ensure that:

1. An independent valuation of the monetary value of the land has been undertaken, or suitable arrangements are in place to ensure a valuation will be undertaken prior to the finalisation of a Planning Agreement.

2. The land suitable for the needs of Council/the community for the purpose to which the land is sought (dimensions, location, topography).

3. The current use and improvements of the land are suitable for the purpose and that consideration of this has been given as to how this affects the value of the land.

4. That the land is of value to the community, rather than value to the development.

5. That the sites soil condition, accessibility, and amenity support the dedication of the land for public purpose.

3.3 Material Public Works

- 3.3.1 Where material public works are proposed Council staff will consider the following:

1. Does the agreement ensure that there are no significant financial implications for Council with respect to ongoing maintenance.

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2. Will the work be delivered within a reasonable timeframe?

3.3.2 This test must be applied consistently by Council officers and any recommendations to accept, amend, or reject a Planning Agreement must clearly demonstrate the rationale through this framework. Council retains ultimate discretion in determining whether a Planning Agreement is acceptable, even if the above criteria appear satisfied.

3.4 Value of a Planning Agreement

3.4.1 Where a Planning Agreement is entered in connection with a Planning Proposal or Development Application which exceeds the existing development standards and/or planning controls, and as such demonstrates planning merit, does the Planning Agreement reflect Council's methodology for calculating value uplift under this policy?

3.5 Council Interest

3.5.1 To ensure integrity and transparency in the process:

- If Council has a commercial interest in the subject development project or the property of the subject planning agreement, Council staff with the key responsibility for determining applications/proposals will not play a role in the assessment of any commercial aspects of the agreement, but may be involved where advice is required on matters relating to the conditions of consent for a particular proposal.
- Where Council has a commercial interest in the subject planning agreement, it will 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. In this case, Council will ensure that the Council officer who is assessing the application/proposal to which the planning agreement relates is not the same person who negotiated the terms of the planning agreement on behalf of Council.

- Council may, at its discretion, involve an independent person(s), particularly where Council has a commercial interest in the matter or where the size or complexity of the project requires an independent person(s) with specialist skills to participate in the negotiations or any aspect of the negotiations.
- Negotiations will be documented and conducted in accordance with this Policy and relevant procedures;
- Staff involved in negotiations will be required to declare any conflicts of interest;
- Legal, strategic, and technical reviews will occur before any recommendation is made to Council.

4 PROCESS**4.1 Negotiating and Entering into Planning Agreements**

4.1.1 The process for negotiating and entering into a Planning Agreement generally follows the steps below.

4.1.2 This summary is provided to assist developers and the community in understanding how Council approaches Planning Agreements. Full procedural detail is outlined in Council's Planning Agreement Operational Policy.

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4.2 Stage 1: Intake & Initiation

- a) Developers are encouraged to discuss potential Planning Agreements with Council staff at the pre-lodgement stage.
- b) A written offer to enter into a Planning Agreement can be submitted with, or prior to, a Development Application or Planning Proposal.
- c) Mandatory legislative requirements are checked.
- d) Documentation is circulated internally, a working group established and project lead is appointed.
- e) Internal inception meeting to establish issues and concerns.

4.3 Stage 2: Initial Review and Acceptability Test

- a) Confirmation of fees being paid before progressing further.
- b) Where the offer involves full or partial exclusion of s7.11 contributions the matter is referred to Councils Contributions Committee, minutes from the committee to inform acceptability test.
- c) Council staff will assess the offer against strategic objectives, planning merit, public benefit, and policy alignment using a structured Acceptability Test. Internal staff from relevant departments will be consulted to identify issues, risks, and potential benefits.

4.4 Stage 3: Negotiation

- a) Feedback from the contributions committed and acceptability test is supplied to the developer for consideration.
- b) If the offer is considered suitable, or potentially suitable, Council will

organise a meeting with the developer to enter into negotiations to refine the proposed terms.

- c) Valuations to be reviewed by relevant council staff. Council maintains separation between assessment and negotiation functions to avoid conflicts of interest. Legal, financial, and technical matters are reviewed during this stage.

4.5 Stage 4: Drafting & Exhibition

- a) The developer prepares a draft Planning Agreement and Explanatory Note using Council templates.
- b) Council staff work collaboratively to refine the documents and ensure they meet legislative and policy requirements.
- c) Legal review is required before reporting to Council.
- d) The draft Planning Agreement and Explanatory Note are reported to Council seeking resolution to proceed with exhibition.
- e) Public exhibited in accordance with the *Environmental Planning and Assessment regulation 2021* and Councils Community Participation Plan (of at least 28 days). Public submissions are invited.

4.6 Stage 5: Finalisation

- a) Following public exhibition, Council considers the final draft and any submissions at a Council meeting.
- b) The post exhibition report may include recommendations to address concerns or issues raised in submissions.

4.7 Stage 6: Execution & Registration

- a) If endorsed, the agreement is signed by all parties and may be registered on the land title if required.

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b) Planning agreement documents are published to Councils register and the NSW Planning Portal in accordance with the Environmental Planning and Assessment Regulation 2021.

4.8 Stage 7: Delivery, Security & Monitoring

- a) Council creates and maintains an obligations register and verifies fulfilment of all agreed obligations.
- b) Works, payments, or land dedications are reviewed by the relevant teams.
- c) Councils finance team establish a Restricted Asset to manage securities and monetary contributions:
 - Any certificates (bank guarantees, release) and financial statements are recorded.
 - Asset handover and valuation is reviewed against the planning agreement and obligations register.
 - Value asset at time of handover for ongoing management reporting.
- d) Ongoing (annual) reporting and compliance monitoring are undertaken in line with the agreement.

4.9 Offer to Enter into a Planning Agreement

4.9.1 Planning agreements may be offered to Council prior to the lodgement/or with the lodgement of a Development Application, Modification Application or Planning Proposal. A pre-lodgement meeting is to be held with Council staff to determine whether a Planning Agreement is appropriate in the circumstances.

4.9.2 While there is no definition of what constitutes an offer, a letter of offer may be provided to Council, consistent with the Practice Note, and is to be:

- a) In writing
- b) Addressed to the Council,

c) Signed by or on behalf of all parties except the Council,

d) Address in sufficient detail:

- i. The matters to be included in the planning agreement as required by Section 7.4(3) of the Act,
- ii. Matters required by this policy,
- iii. And any other key terms or conditions proposed for the planning agreement to allow proper consideration by the Council.

4.9.3 Council will review the offer and will accept or reject the offer. If the offer is accepted Council and the developer will enter into negotiations.

4.9.4 Planning agreements are voluntary for all parties. Developers are not obliged to offer to enter into planning agreements, and councils are not obliged to enter into negotiations or accept an offer. Planning Agreements will be considered in accordance with this Policy.

4.10 Negotiations

4.10.1 The acceptability test will be applied prior to negotiations for any planning agreement. All negotiations relating to draft Planning Agreements will be conducted at the staff level under the delegation of the General Manager. Council may at any time nominate a third party at its discretion.

4.10.2 These negotiations are intended to clarify terms, assess alignment with Council's policies and planning objectives, and develop a draft agreement suitable for public exhibition and Council consideration.

4.10.3 Participation in negotiations by Council staff does not bind the elected Council to support, adopt, or enter into any final

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agreement. The elected Council retains full discretion to determine whether a proposed Planning Agreement should proceed, be amended, or be refused, based on the final terms, public submissions, and planning merit.

4.11 Value of A Planning Agreement if Development Results in Value Uplift

4.11.1 The Council recognises it has a key role in providing services, amenities, infrastructure and other benefits to the public in its local government area, and that the demand for those public benefits will change over time. This is particularly the case where development proposed is above and beyond the existing planning controls and may generate unanticipated demands for public benefits.

4.11.2 The Council considers that Planning Agreements can be used to complement the Council's other infrastructure funding methods to enable the Council to provide identified and anticipated services, amenities, infrastructure and other benefits to the public which benefit the local government area as a whole, and/or areas in which particular development may be proposed.

4.11.3 To assist the Council in delivering benefits to the public through Planning Agreements in a way that is transparent and fair, Council considers it appropriate to use a value uplift methodology to guide the negotiations in relation to the development contributions to be provided under a Planning Agreement where the proposed development will result in value uplift to the land through a change to planning controls, or through a development consent to a development which exceeds development standards.

4.11.4 Where a planning decision increases, or is likely to increase, land value, the land value and the uplift is to be calculated as follows:

The value uplift shall be the estimated difference between the RLV and the MV combined with the PAIV.

- **Value uplift** is derived from the formula:

$$\text{Value Uplift} = \text{RLV} - (\text{MV} + \text{PAIV})$$

Where:

- **RLV** = **Residual Land Value** being the estimated value of the land after implementation of the Planning Agreement. The RLV is to be established by a property valuer on the assumption that the development related to the Planning Agreement is successful.

Note: that a Planning Agreement does not bind Council to support any associated development application.

- **MV** = **Market Value** being the estimated value of the land prior to implementation of the Planning Agreement (i.e. the current value of the land under existing planning controls). The current market value (MV) is to be established by a property valuer. Council will nominate three valuers for the developer to select from – alternatively each party may engage their own valuer with the developer paying for Councils costs.

- **PAIV** = **Planning Agreement Infrastructure Value** being the estimated value of public infrastructure and associated works that are not part of existing Section 7.11 contribution plans, and are not the natural infrastructure or works that would be

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required by the intended development. The Planning Agreement Infrastructure Value (PAIV) is to be calculated by a quantity surveyor using best reasonable value for works proposed.

Note: Normal costs of undertaking the intended development and normal infrastructure provision for such a development are **NOT** to be factored into the calculation.

4.12 Valuing Works and Material Benefit

4.12.1 When a Planning Agreement includes the delivery of infrastructure or other works for public use, Council will determine the value of those works based on the following principles:

- a) **Works Identified in a Contributions Plan** - If the proposed works are listed in Council's Contributions Plan, their value will be taken as the amount specified in that plan, using the costings identified within the s7.11 plan.
- b) **Other Works** - If the works are not listed in a Contributions Plan, their value will be determined in order of precedence by reference to:
 - i. Council Fees and Charges
 - ii. Section 7.11 Plan for similar works
 - iii. iPART reference rates
 - iv. Independent costings by an independent professional estimator, valuer or quantity surveyor with experience in NSW public works. The valuer must be acceptable to Council and will base their valuation on a scope of works prepared by Council. The developer will be responsible for all associated valuation costs.

c) **Works in Lieu of Contributions** - When a developer proposes to deliver works instead of paying Section 7.11 contributions, the offer will be reported to the Development Contributions Committee to assess:

- Whether the works offer an equal or greater public benefit;
- The impact on the delivery of other planned infrastructure;
- Whether the substitution helps or hinders the goals of the Contributions Plan.

d) **Material Public Benefit** - Works will only be assigned value in a Planning Agreement if they provide a material public benefit—that is, a benefit that addresses broader community needs rather than solely serving the development. Where a value uplift methodology is used, the proposed works will be assessed for their genuine contribution compared to the uplift-based contribution amount.

e) **Consent Conditions** - Items that would ordinarily be required as a condition of development consent (e.g., internal roads, stormwater systems) are not usually included in Planning Agreements. If they are, they will typically be excluded from value calculations.

f) **Other Material Public Benefits** - Where the benefit under a Planning Agreement is the provision of any other material public benefit, Council and the developer/proponent will negotiate the manner which the benefit is to be valued for the purposes of the agreement.

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4.13 Land Dedication and Affordable Housing

4.13.1 Land Dedication - Council may require land for public purposes such as roads, drainage, open space, or community infrastructure. This land can be secured either through compulsory acquisition (under the *Land Acquisition (Just Terms Compensation) Act 1991*) or voluntary dedication via a Planning Agreement. Where dedication is the preferred approach, Council will apply the following principles:

- **Development Capacity:** Floor space potential is calculated as if the land to be dedicated had not been removed from the developable site area. This ensures the site's overall development yield remains unchanged.
- **Nominal Value:** If the floor space associated with the land can still be realised on the remaining site (i.e., transferred and built elsewhere on the site), a nominal value—typically \$1—is assigned to the dedicated land, provided there is no adverse impact on site value.
- **Lost Floor Space:** Where floor space cannot be transferred, Council may consider adjusting planning controls. If transfer remains unfeasible, the value of the lost potential must be independently assessed by a qualified valuer.
- **Value Uplift Assessment:** If a Planning Agreement is based on value uplift, the value of the dedicated land will be considered against the total contribution expected under the agreement.

- **Private Benefit vs Public Purpose:** Land required solely to meet development needs (e.g., laneway access for new dwellings) is not considered a public benefit and will be treated as a standard condition of consent.
- **No Offsets Unless Funded:** Land dedication will not reduce Section 7.11 contributions unless the land is specifically identified or funded in the relevant Contributions Plan.
- **Dedication Requirements:**
 - Land must be dedicated free of encumbrances and, where relevant, remediated.
 - Land subject to works under the agreement must be transferred to Council upon satisfactory completion of those works.
 - The developer is responsible for all legal and administrative costs, including document preparation, subdivision, registration, title clearances, and third-party consents.

4.13.2 Affordable Housing - Councils' policy on circumstances in which Council may seek to negotiate a Planning Agreement for the purposes of clause 5(3) of the *Environmental Planning and Assessment (Planning Agreements) Direction 2019* is that:

Council will seek to negotiate a Planning Agreement for the provision of affordable housing for any development seeking new residential floor space or increased subdivision potential arising from a planning proposal or development application that relies upon a Section 4.6 variation request or otherwise exceeds the provisions of Councils LEP / DCP (as adopted). Council will have regard to

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development feasibility when determining whether affordable housing should be delivered through a Planning Agreement. In such circumstances, Council will seek dedication of a minimum share of the new residential Gross Floor Area or in the case of subdivision an equivalent number of lots from the increased potential as affordable housing, with the amount required to be as per Councils Affordable Housing Policy (as adopted).

4.14 Maintenance Costs and Agreements

4.14.1 When a Planning Agreement involves the provision of public infrastructure, land, or buildings, Council must consider the long-term costs of maintaining and operating these assets. To support this, the following principles apply:

1. Lifecycle Costing - Developers must provide documentation outlining expected lifecycle costs, including maintenance, operation, and eventual replacement. This helps Council assess whether the proposal is sustainable and in the public interest.

2. Maintenance Contributions - All Planning Agreements involving infrastructure works should include a reasonable contribution towards the ongoing maintenance and renewal of the asset. This is to be undertaken in accordance with Council's standards.

3. Delivery Options - Contributions may be made as:

- A one-off monetary payment to cover future maintenance; or
- A commitment by the developer to maintain the asset for a defined period after handover, in accordance with Council's maintenance standards.

4. Duration of Responsibility - If the infrastructure primarily serves the development or adjoining properties, Council may require the developer to fund maintenance indefinitely (in perpetuity). If the infrastructure serves the broader community, a time-limited maintenance contribution may be negotiated—typically until a sustainable public funding source becomes available.

5. Assessment of Contributions - The amount of any maintenance contribution will depend on:

- The type, scale, and expected lifespan of the asset;
- The likelihood of early repairs or replacement needs;
- The ongoing costs associated with operating the facility or service.

Security for Ongoing Maintenance - Where the developer proposes to retain responsibility for maintenance after construction, Council will require a bond or bank guarantee to ensure obligations are met in the event of default.

Other Recurrent Costs - In addition to physical maintenance, Planning Agreements may also include contributions toward broader operating costs of public facilities, including staffing, utilities, or service delivery.

4.15 Public Exhibition

4.15.1 A Planning Agreement must not be entered into, amended, or revoked unless it has been publicly notified and made available for public inspection for a minimum of 28 days, in accordance with the *Environmental Planning and*

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Assessment Regulation 2021 and Councils
Community Participation Plan.

4.15.2 Notification Timing

- Where the Planning Agreement relates to a development application, public notification will occur as soon as practicable after the draft agreement has been prepared and agreed in principle by the parties.
- Where the Planning Agreement is associated with a planning proposal to amend a Local Environmental Plan (LEP), public notification will, where practicable, be carried out at the same time and in the same manner as the exhibition of the planning proposal. This ensures the public can consider the LEP amendment and Planning Agreement in an integrated manner.
- If concurrent exhibition is not practicable, Council will publicly notify the agreement as soon as possible after the draft is available, as required by the Regulation.

4.15.3 Re-Notification of Planning Agreements

- Council will publicly re-notify and make available for public inspection a proposed planning agreement and the application to which it relates if, in Council's opinion, a material change is made to the terms of the agreement or the application after it has been previously publicly notified and inspected. Such a change may arise as a consequence of public submissions made in respect of the previous public notification and inspection of the agreement or the application, or their formal consideration by Council, or for any other reason.

4.15.4 Submissions on Planning Agreements

- Any person may make a written submission on the draft planning agreement. Council encourages written submissions on draft planning agreements, so Council can better understand local needs. Written submissions on draft planning agreements may also help Council to refine any planning obligations or outcomes set out in the planning agreement.
- All submissions regarding planning agreements will be assessed on their merit by Council in accordance with the requirements of the Act and Councils Community Participation Plan.

4.15.5 Reporting

- Council will include summary details of executed Planning Agreements in its Annual Report, in accordance with legislative requirements.

4.16 Execution & Commencement

4.16.1 Entering into a Planning Agreement - A planning agreement is entered into when it is signed by all of the parties. Council will usually require a planning agreement to be entered into before a Planning Proposal is finalised, or as a condition of granting development consent to the development to which the agreement relates. In most cases an executed planning agreement will be required before the application is finalised. However, a planning agreement can be entered into at any time after the agreement is publicly notified in accordance with the Act and Regulation.

4.16.2 Monitoring and Review - Council will continuously monitor the performance of the developer's obligations under a planning agreement and ensure all

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obligations are met. In accordance with Section 7.5(5) of the Act, Council will include in its annual report particulars of compliance with and the effect of planning agreements during the year. Responsibilities for monitoring and review are detailed in Council's Operational Policy.

4.16.3 Modifications and discharge of obligations - Council may agree to a provision in a planning agreement permitting the developer's obligations under the agreement to be modified or discharged in the following circumstances:

- a) The developer's obligations have been fully carried out in accordance with the agreement.
- b) The development consent to which the agreement relates has lapsed.
- c) The development consent to which the agreement relates has been modified to such an extent that the planning obligations may not be appropriate.
- d) The performance of the planning agreement has been frustrated by an event or events beyond the reasonable control of the parties.
- e) The developer has fully and completely assigned the developer's interest under the agreement in accordance with its terms.
- f) Council and the developer otherwise agree to the modification or discharge of the agreement; or
- g) The Minister has determined in writing to the parties not to support the planning proposal. In most cases, the planning agreement itself will provide opportunity for appropriate review or modification.

4.16.4 All requests for discharge must be formally assessed and approved by Council, and may require legal documentation to ensure the public interest is protected. Council will verify fulfilment of all obligations in accordance with the procedures set out in the Operational Policy, including the use of a project specific obligations register.

4.16.5 Planning Agreement Register - Council is required to keep a register of planning agreements applying to land within the Orange City Council Local Government Area. The planning agreement register will provide a short description of the planning agreement including the date the agreement was entered into, the names of the parties and the land to which it applies (clause 206(1) of the *Environmental Planning and Assessment Regulation 2021*). The planning agreement register is available on Council's website.

4.17 Dispute Resolution

4.17.1 Planning Agreements must include clear procedures for resolving disputes, using mediation or expert determination depending on the nature of the issue.

1. Types of Disputes

- Expert determination will apply to technical or measurable issues (e.g., valuations, design standards, cost estimates), which are best resolved by an independent expert.
- Mediation will apply to other matters where negotiation may help reach agreement.

2. Initial Process

- Either party may notify the other of a dispute.
- Before any legal action can be taken, both parties must first attempt to

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resolve the matter through direct discussion.

- If this fails, the matter will proceed to mediation or expert determination, as appropriate.

3. Mediation Process

- Mediation will follow the Mediation Rules of the Law Society of NSW.
- The President of the Law Society will be asked to appoint a qualified mediator or expert.
- Both parties will share the costs of the mediation or expert equally and bear their own legal costs.

4. Outcome

- If mediation fails, parties may pursue their legal rights under the agreement.
- The outcome of expert determination will be final and binding on both parties.

5 THIRD PARTY AGREEMENTS**5.1 Entering Into Agreements**

5.1.1 While Council's preference is for Planning Agreements to be self-contained, in limited circumstances such as when a third party is anticipated or required to be involved – e.g. a Community Housing Provider to provide or manage an affordable housing commitment – then a separate implementation agreement may be appropriate to support the effective delivery of public benefits in line with the main Planning Agreement.

5.1.2 In such cases Council may require the parties to enter into a separate implementation agreement (also known as a side agreement) prior to the commencement of development.

5.1.3 An implementation agreement will outline the practical, legal, and administrative

arrangements for delivering the obligations set out in the Planning Agreement. If required, an implementation agreement may address some or all of the following, but must be consistent with the main Planning Agreement between Council and the developer:

1. Design and Technical Standards - The process for the design, documentation, and approval of any works to be delivered under the Planning Agreement, including specifications, compliance with Council standards, and any necessary certifications.

2. Access and Landowner Rights - The terms under which Council, its contractors, or consultants may access land controlled by the developer for inspection, works coordination, or handover purposes.

3. Handover Procedures - The process by which completed works or land are to be transferred to Council, including requirements for defect liability periods, warranties, maintenance responsibilities prior to handover, and as-constructed documentation.

4. Timing and Staging - Agreed timeframes or staging requirements for the delivery of works or dedication of land, and any linkages to milestones in the development program.

5. Insurance and Risk Management - Requirements for insurance coverage, indemnities, and workplace safety obligations during the delivery of works.

Attachment 1 FOR ADOPTION - Strategic Policy - ST57 - Planning Agreements**STRATEGIC POLICY – ST57****6. Dispute Resolution and Enforcement -**

Mechanisms for resolving disputes arising from implementation, and enforcement provisions in case of non-compliance with agreed timeframes, standards, or delivery obligations.

7. Ongoing Maintenance or Management Obligations (where applicable) - Terms for any temporary or ongoing maintenance responsibilities for infrastructure or land before final transfer to Council.**6 SUPPORTING DOCUMENTS****6.1 This Policy is supported by:**

- Operational Policy - OP087 - Planning Agreements
- Standard template Planning Agreement and Explanatory Note

Note: Project specific details of most Planning Agreements will be addressed in schedules attached to the agreement. Where required the template agreement can be adjusted subject to legal review at the developers cost.

- Template Third Party Implementation Agreement
- Council's Fees and Charges Schedule.

FOR ADOPTION

*All policies can be reviewed or revoked by Council, at any time.***ST57 - Strategic Policy - Planning Agreements**

Amendments:

- General formatting update
- Update of policy number from ST124 to ST57
- Renaming from Voluntary Planning Agreements to Planning Agreements.
- Update Policy in-line with legislative amendments and updated practice note.

Review Due: November 2028	Version V1_25	Last Revision: November 2025
Approved By:	Minute Number:	Approval Date:

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**STRATEGIC POLICY – ST57**

FOR ADOPTION

Attachment 1 FOR ADOPTION - Strategic Policy - ST57 - Planning Agreements

**STRATEGIC POLICY – ST57****SCHEDULE 1 - DEFINITIONS**

The following definitions are to be used for the interpretation of this policy and associated procedures and templates.

Act means The Environmental Planning and Assessment Act 1979 (NSW)

Affordable Housing means housing for very low-income, low-income, or moderate-income households as defined in the Act.

Annual report means the report prepared by the Council under Section 428 of the *Local Government Act 1993*.

Contributions Plan means a plan under the Act for the imposition of development contributions

Council means Orange City Council

Developer means a person or entity who has made or proposes to make a Development Application or Planning Proposal and includes a person associated with such proposals or changes to environmental planning instruments.

Development has the same meaning referred to in Section 1.5 of the Act.

Development Application (DA) means an application for consent to carry out development under the Act and includes applications for modification of consents.

Development Consent means a notice of determination granting consent under the Act for the carrying out of development and is inclusive of any conditions listed on the notice.

Environmental Planning Instrument has the same meaning as in the Act. (Means - an environmental planning instrument (including a state environmental planning policy or local environmental plan but not including a development control plan) made, or taken to have been made, under Part 3 of the Act and in force). In this Policy it generally means *Orange Local Environmental Plan 2011*.

Explanatory Note has the same meaning referred to in Section 205 of the Regulations.

Instrument Change means a change to an environmental planning instrument (typically, Orange Local Environmental Plan 2011) whether it be for the making, amendment or repeal of that instrument.

Local infrastructure contributions has the same meaning referred to in Section 7.11 and Section 7.12 of the Act.

Market Value (MV) means the estimated value of the land *prior to* implementation of the Planning Agreement (i.e. the current value of the land under existing planning controls).

Non-Planning Agreement Contributions means any financial contribution or works in kind made under a Section 7.11 / 7.12 or Section 64 contributions plan.

Net Public Benefit means a benefit to the public that results from the proposed development after considering the impacts of the particular development on surrounding land or the wider community and the provision of public benefits under a Planning Agreement.

Orange Means Orange Local Government Area.

Planning Agreement means a voluntary agreement between a planning authority and a developer requiring development contributions, which may include monetary contributions, land dedication, or other public benefits for public purposes.

Planning Agreement Contributions means any monetary payment, land dedication, or provision of material public benefit under a Planning Agreement, that is not ordinarily a part of a Section 7.11 / 7.12 or Section 64 contributions plan.

Planning authority has the same meaning referred to in Section 7.1 of the Act.

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**STRATEGIC POLICY – ST57**

Practice note means the document titled “Planning Agreements” issued by the NSW Department of Planning, Industry and Environment (DPIE) on 12 February 2021.

Planning Benefit Means a development contribution that confers a net public benefit that exceeds those needed to address development impacts.

Planning Obligation means an obligation under a Planning Agreement requiring a development contribution.

Planning Proposal means a document that explains the intended effect of a proposed environmental planning instrument (or change to an existing environmental planning instrument) and sets out the justification for making the proposed instrument (or change).

Policy Means the *Orange Planning Agreement Strategic Policy 2025*. (This Policy)

Public Includes the community as a whole, or when context requires, a section of the community.

Public Benefit means the benefit enjoyed by the public as a result of a development contribution such as public amenities, services, housing, or environmental enhancements.

Public purpose as defined under Section 7.4(2) of the Act, includes (without limitation) any of the following:

- a) the provision of (or the recoupment of the cost of providing) public amenities or public services,
- b) the provision of (or the recoupment of the cost of providing) affordable housing,
- c) the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land,
- d) the funding of recurrent expenditure relating to the provision of public amenities or public

services, affordable housing or transport or other infrastructure,

- e) the monitoring of the planning impacts of development,
- f) the conservation or enhancement of the natural environment.

Public Facilities means infrastructure, facilities, amenities and/or services that serve a public purpose.

Public Purpose means purposes defined in the Act, including public amenities, affordable housing, or infrastructure and may also include conservation or enhancement of the natural environment.

Regulation means The Environmental Planning and Assessment Regulation 2021 (NSW)

Residual Land Value (RLV) means the estimated value of the land *after* implementation of the Planning Agreement.

the Act means The Environmental Planning and Assessment Act 1979.

Value Capture means sharing or capturing the value uplift arising from planning changes to provide public benefits and may take the form of contributions made by developers due to increased value from rezoning or planning approvals

Value Uplift means the increased value of land or assets due to changes in planning controls

Attachment 2 FOR ADOPTION - Strategic Policy - ST57 - Planning Agreement Template

**DRAFT PLANNING AGREEMENT TEMPLATE****Planning Agreement****Under Section 7.4 of the Environmental Planning and Assessment Act 1979 (NSW)****PARTIES****Council Name:** Orange City Council**Proponent:** [Insert developer name or party entering into the agreement]**PROJECT****Development Name / Site:** [Insert name or description of the development and site address]**DA / Planning Proposal** [Insert DA number or Planning Proposal reference]**Reference:****Date of Agreement:** [Insert date the agreement is executed]**Version:** [Insert version number, e.g., Draft v1.0 or Final]**DOCUMENT DETAILS**

This Planning Agreement is made pursuant to Section 7.4 of the *Environmental Planning and Assessment Act 1979 (NSW)* between:

Orange City Council, a local government authority constituted under the *Local Government Act 1993 (NSW)*; and

[**Proponent Name**], [insert legal entity type, e.g., a company incorporated in New South Wales].

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FOR ADOPTION

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1. PLANNING AGREEMENT UNDER THE ACT**1.1 Nature of Agreement**

- (a) This agreement is a planning agreement within the meaning of section 7.4 of the Environmental Planning and Assessment Act 1979 (NSW) (the Act).
- (b) The parties acknowledge that this agreement has been entered into voluntarily and in connection with:
 - (i) a proposed Development Application or Modification Application submitted to the Council by the Developer; or
 - (ii) a change to an environmental planning instrument proposed or requested by the Developer; or
 - (iii) a Development Consent granted or to be granted by the Council in its capacity as consent authority.
- (c) This agreement is made for the purpose of providing public benefits in connection with the Development, including but not limited to the dedication of land, the carrying out of works, the payment of monetary contributions, or the provision of other material public benefits.

1.2 Statutory Basis

- (a) This agreement is made pursuant to section 7.4 of the Act and clause 25D of the Environmental Planning and Assessment Regulation 2021 (NSW) (the Regulation).
- (b) Schedule 4 of this agreement summarises the requirements of section 7.4 of the Act and the manner in which this agreement addresses those requirements.

1.3 Relationship to Development Consent

- (a) The Developer has submitted, or proposes to submit, a Development Application or Modification Application to the Council for the Development described in Schedule 1.
- (b) The Developer has offered to enter into this agreement to make Development Contributions for public purposes in connection with the Development, and the Council has agreed to accept that offer subject to the terms of this agreement.
- (c) Nothing in this agreement obliges the Council to grant Development Consent or to exercise any statutory function in a particular manner. This agreement does not fetter the Council's discretion in relation to any Development Application, Planning Proposal, or other statutory process.

2. DEFINITIONS AND INTERPRETATION**2.1 Definitions**

In this agreement, unless the context indicates otherwise:

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

Agreement means this planning agreement and includes all schedules, annexures and other documents forming part of it.

Approval means any approval, consent, certificate, permit, licence, endorsement or requirement (and any modification or variation to them) required by law or by any

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Authority for the carrying out of the Development or any obligation under this agreement.

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, including a certifier accredited under the Building and Development Certifiers Act 2018 (NSW).

Business Day means a day on which banks are open for general banking business in New South Wales, excluding Saturdays, Sundays and public holidays.

Claim means any claim, demand, action, proceeding, loss, liability, damage, cost or expense (including legal costs on a full indemnity basis).

Contribution Item means an item listed in the Contributions Schedule.

Contributions means the provision of public benefits (by way of dedication of land, payment of monetary contributions, carrying out of works, or other means) required under this agreement, as set out in the Contributions Schedule.

Contributions Schedule means the table contained in Schedule 2.

Council means Orange City Council (ABN 85 985 402 386).

CPI means the All Groups Consumer Price Index applicable to Sydney, published by the Australian Bureau of Statistics.

Damages means all liabilities, losses, damages, costs and expenses, including legal fees and disbursements, and costs of investigation, litigation, settlement, judgment, interest and penalties.

Dealing, in relation to the Land, includes selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land or any interest in it.

Default Notice means a written notice issued by a party alleging a breach of this agreement and requiring rectification within a specified period.

Developer means the party identified as such in the Reference Schedule and includes its successors and permitted assigns.

Development means the development described in the Reference Schedule and includes any modification to that development.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act and includes any modification of that consent.

Encumbrance means any mortgage, charge, lien, easement, covenant, lease, licence, restriction, or other interest or right affecting land, whether registered or unregistered.

Explanatory Note means the explanatory note relating to this agreement required by clause 25E of the Regulation.

GST has the same meaning as in the GST Law.

GST Law has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

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Interest Rate means the rate charged from time to time on overdraft facilities of more than \$100,000 by the Council's principal bank plus a margin of 2% per annum.

Land means the land described in the Reference Schedule.

Law includes:

- (a) any statute, regulation, ordinance, by-law or other subordinate legislation;
- (b) any approval, including any condition or requirement under it; and
- (c) any fees and charges payable in connection with the above.

LEP means the Orange Local Environmental Plan 2011.

Modification Application means an application to modify a Development Consent under section 4.55 of the Act.

Party means a party to this agreement and includes its successors and permitted assigns.

Permitted Encumbrance means:

- (a) easements benefiting statutory authorities authorised by an Approval;
- (b) environmental management requirements imposed under an Approval; and
- (c) any other encumbrance agreed in writing by the Council.

Reference Schedule means the table contained in Schedule 1.

Regulation means the Environmental Planning and Assessment Regulation 2021 (NSW).

Security means any bank guarantee, bond, or other form of financial security provided under this agreement.

Work means any physical works required to be carried out under this agreement, including construction, landscaping, infrastructure, or embellishment works.

2.2 Interpretation

In this agreement, unless the context indicates a contrary intention:

- (a) A reference to this agreement or another document includes any variation, replacement or novation of it.
- (b) A reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure of this agreement.
- (c) Headings and the table of contents are for convenience only and do not affect interpretation.
- (d) A reference to a person includes a natural person, corporation, statutory body, partnership, trust, or other legal entity.
- (e) A reference to a party includes that party's successors, permitted assigns and legal personal representatives.
- (f) The singular includes the plural and vice versa.
- (g) A reference to a gender includes all genders.
- (h) A reference to a statute or regulation includes all amendments, consolidations or replacements and all subordinate legislation made under it.
- (i) Including and includes are not words of limitation.
- (j) A reference to a time or date is to local time in New South Wales.
- (k) A reference to dollars or \$ is to Australian currency.

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- (l) A reference to a notice, consent, approval or communication means a written notice, consent, approval or communication.
- (m) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (n) If any provision of this agreement is invalid or unenforceable, it is to be read down or severed to the extent necessary to preserve the validity of the remainder.

3. APPLICATION OF THIS AGREEMENT

3.1 Application

This agreement applies to:

- (a) the Development described in the Reference Schedule;
- (b) the Land described in the Reference Schedule;
- (c) the Developer and any person who becomes the registered proprietor of the Land or any part of it, in accordance with section 7.6(3) of the Act;
- (d) any Development Consent granted in respect of the Development, including any modification of that consent under section 4.55 of the Act.

3.2 Operation

- (a) This agreement commences on and from the date it is executed by all parties.
- (b) The obligations under this agreement become binding on the Developer upon the later of:
 - (i) the grant of Development Consent for the Development; and
 - (ii) the Developer becoming the registered proprietor of the Land (where applicable).
- (c) This agreement remains in force until:
 - (i) all obligations under this agreement have been fulfilled to the satisfaction of the Council; or
 - (ii) the agreement is terminated in accordance with its terms or by mutual agreement of the parties.

3.3 Binding Effect

- (a) This agreement is binding on the parties and their respective successors and permitted assigns.
- (b) If the Land or any part of it is transferred, the transferee must enter into a deed of novation or assumption in favour of the Council, unless the agreement is registered on title and the transferee is bound under section 7.6(3) of the Act.
- (c) The Developer must ensure that any dealing with the Land does not diminish or fetter the Council's rights under this agreement.

4. CONTRIBUTIONS

4.1 Nature of Contributions

- (a) The Developer must provide the Contributions to the Council at the times and in the manner set out in the Contributions Schedule (Schedule 2).

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- (b) The Contributions may include one or more of the following:
 - (i) the dedication of land to the Council;
 - (ii) the payment of monetary contributions;
 - (iii) the carrying out of works;
 - (iv) the provision of other material public benefits;
 - (v) any combination of the above.
- (c) The parties acknowledge and agree that the Contributions serve the public purposes identified in the Contributions Schedule and are made in connection with the Development.

4.2 Indexation

- (a) Unless otherwise stated in this agreement, any monetary Contribution or Contribution Value specified in Schedule 2 is to be indexed quarterly from the date of this agreement in accordance with movements in the Consumer Price Index (All Groups – Sydney) published by the Australian Bureau of Statistics.
- (b) Where a Contribution involves the carrying out of works, the Contribution Value may be adjusted in accordance with clause 4.6 if a quantity surveyor report determines that the actual cost exceeds the estimated value.

4.3 Valuation of Works

- (a) If the Contribution involves the carrying out of works, the Developer must provide to the Council, within 28 days of the grant of Development Consent, a report prepared by a suitably qualified quantity surveyor referencing the final approved plans and providing an opinion on the estimated cost of the works.
- (b) If the report determines that the cost of the works exceeds the Contribution Value stated in Schedule 2, the Contribution Value is taken to be the greater amount.
- (c) The Council may require the Developer to provide updated cost estimates prior to the commencement of works or prior to issuing any relevant certificate.

4.4 Application of Contributions

- (a) The Council must apply each Contribution made under this agreement towards the public purpose for which it is made and in accordance with this agreement.
- (b) The Council is not required to refund or reallocate any Contribution once made, except as expressly provided in this agreement or required by law.

4.5 No Double Counting

- (a) Any Contributions made under this agreement are not to be taken into account when determining any development contribution under section 7.11 of the Act.
- (b) This agreement may exclude or partially exclude the application of sections 7.11, 7.12 and 7.24 of the Act to the Development, as specified in the Reference Schedule (Schedule 1).

4.6 Adjustment of Contribution Value for Works

- (a) If the actual cost of carrying out any Works required under this agreement exceeds the Contribution Value specified in Schedule 2 for those Works, the Developer must

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pay to the Council the difference between the actual cost and the Contribution Value within 20 Business Days of receiving a written demand from the Council.

- (b) The actual cost of the Works is to be determined by a report prepared by a suitably qualified and independent quantity surveyor, jointly appointed by the parties or, failing agreement, appointed by the President of the Australian Institute of Quantity Surveyors.
- (c) If the actual cost of the Works is less than the Contribution Value, the Developer is not entitled to any refund or credit unless expressly agreed in writing by the Council.
- (d) Any adjustment under this clause is subject to indexation in accordance with clause 4.2(a).
- (e) If the Council does not issue a written demand under clause 4.6(a) within 6 months after the date of **[insert agreed trigger point i.e. Practical Completion of the Works]**, the Contribution Value specified in Schedule 2 will be deemed final and binding, and no further adjustment will be made.

5. EXCLUSION OF S7.11, S7.12, S7.24 OF THE ACT

5.1 Exclusion or Partial Exclusion

- (a) The application of sections 7.11, 7.12 and 7.24 of the Act to the Development is excluded or partially excluded as specified in the Reference Schedule (Schedule 1).
- (b) Where this agreement excludes or partially excludes the application of section 7.11 of the Act, the exclusion applies only to the extent specified in Schedule 1 and does not affect the application of section 7.11 to other aspects of the Development not covered by this agreement.
- (c) This agreement does not exclude the application of sections 7.12 or 7.24 of the Act unless expressly stated in Schedule 1.

5.2 No Double Counting

- (a) Any Contributions made under this agreement are not to be taken into account when determining any development contribution under section 7.11 of the Act.
- (b) The Developer must not seek any offset, credit or reduction in contributions payable under any contributions plan adopted by the Council under the Act, based on the Contributions made under this agreement, unless expressly permitted by the Council in writing.

6. REGISTRATION OF THIS AGREEMENT

6.1 Obligation to Register

- (a) The Developer must, at its own cost, take all necessary steps to procure the registration of this agreement on the title to the Land in accordance with section 7.6 of the Act and the Real Property Act 1900 (NSW).
- (b) The Developer must lodge this agreement for registration with the Registrar-General within 10 Business Days after the agreement commences, or such other time as agreed by the Council.

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(c) The Developer must provide the Council with documentary evidence of registration within 5 Business Days of receiving confirmation from NSW Land Registry Services.

6.2 Consents and Documentation

(a) The Developer must, at its own cost, obtain the written consent of each person who:

- (i) has an estate or interest in the Land registered under the Real Property Act 1900 (NSW); or
- (ii) is seized or possessed of an estate or interest in the Land, to enable registration of this agreement.

(b) The Developer must procure the execution of any documents and the production of any certificates of title (electronic or otherwise) necessary to facilitate registration.

6.3 Caveat Rights

(a) Upon execution of this agreement, the Council is deemed to have acquired an equitable interest in the Land sufficient to lodge a caveat under section 74F(1) of the Real Property Act 1900 (NSW).

(b) The Developer must not object to the Council lodging a caveat over the Land to protect its interest under this agreement, provided the caveat does not prevent registration of any dealing or plan other than a transfer.

(c) The Council must, at the Developer's cost, withdraw any caveat within 5 Business Days after the Developer has complied with its registration obligations under clause 6.1.

6.4 Removal from Title

(a) Once the Council is satisfied that all obligations under this agreement have been fulfilled, the Council must, within 20 Business Days of a written request from the Developer:

- (i) provide a release and discharge of this agreement;
- (ii) execute any documents necessary to remove the notation of this agreement from the title to the Land;
- (iii) withdraw any caveat lodged by the Council in relation to the Land.

(b) The Developer may request partial release and discharge of this agreement in respect of part of the Land, provided that:

- (i) all obligations relating to that part of the Land have been fulfilled;
- (ii) any required security has been provided;
- (iii) the Developer is not in default under this agreement.

(c) A release under this clause does not operate as a release from any outstanding obligations and is intended only to allow removal of the notation from the relevant folio of the Register.

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7. REVIEW AND MODIFICATION**7.1 Review by Agreement**

- (a) The parties may, at any time and from time to time, agree to review or modify this agreement.
- (b) Any review or modification must be:
 - (i) in writing;
 - (ii) signed by all parties; and
 - (iii) exhibited and notified in accordance with the Regulation, unless otherwise exempted.
- (c) A party is not in breach of this agreement if it does not agree to a proposed modification requested by another party.

7.2 Triggered Review

- (a) A party may request a review of this agreement if:
 - (i) a change in law or planning policy occurs or is imminent that materially affects the operation of this agreement;
 - (ii) a material change in circumstances arises that affects the feasibility or implementation of the Contributions; or
 - (iii) the Development Consent is modified in a way that materially alters the scope or staging of the Development.
- (b) A request for review must be made in writing and include details of the relevant change or circumstances.
- (c) The parties must use reasonable endeavours to meet and discuss the request within 20 Business Days of receipt.

7.3 Consequences of Review

- (a) Following a review, the parties may agree to:
 - (i) vary the agreement in accordance with clause 7.1;
 - (ii) take no further action; or
 - (iii) refer any unresolved matters to dispute resolution under clause 12 [or relevant clause].
- (b) A failure by a party to agree to take action following a review under clause 7.2 does not constitute a breach of this agreement and is not a Dispute for the purposes of clause 8, unless otherwise expressly stated.

7.4 Illegality or Invalidity

If any provision of this agreement becomes illegal, unenforceable or invalid as a result of a change in law, the parties must use all reasonable endeavours to enter into a new agreement or variation that gives effect to the original intent of this agreement to the extent permitted by law.

7.5 Modification of Agreement

- (a) This agreement may only be modified:
 - (i) by a written document executed by all parties; and

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- (ii) in accordance with the requirements of the Act and the Regulation, including clause 25C of the Environmental Planning and Assessment Regulation 2021 (NSW).
- (b) A modification is of no force or effect unless it complies with clause 7.5(a).
- (c) Any modification that affects the Contributions, timing, or obligations under this agreement must be publicly exhibited and notified in accordance with the Regulation, unless otherwise exempted.

7.6 No Implied Variation

No conduct by any party, including delay or failure to enforce any provision of this agreement, will be taken to constitute a variation or waiver of any term of this agreement unless expressly agreed in writing in accordance with clause 7.5.

7.7 Minor Administrative Amendments

- (a) Despite clause 7.5, the parties may agree in writing to make minor administrative amendments to this agreement without public exhibition, provided that such amendments:
 - (i) do not alter the nature or extent of the Contributions;
 - (ii) do not affect the timing or delivery of Contributions;
 - (iii) do not impose additional obligations on the Developer or reduce the rights of the Council; and
 - (iv) are consistent with the objectives and intent of this agreement.
- (b) Examples of minor administrative amendments include:
 - (i) correction of typographical errors;
 - (ii) updates to contact details or addresses;
 - (iii) clarification of clause references or formatting;
 - (iv) updates to statutory references due to legislative renumbering or consolidation.
- (c) Any amendment made under this clause must be documented in writing and signed by all parties.

8. DISPUTE RESOLUTION**8.1 Notice of Dispute**

- (a) If a dispute arises between the parties in relation to this agreement, the parties must not commence any court proceedings unless they have first complied with this clause, except where a party seeks urgent interlocutory relief.
- (b) A party wishing to initiate the dispute resolution process must give written notice to the other party (a Notice of Dispute) specifying:
 - (i) the nature of the dispute;
 - (ii) the alleged basis of the dispute; and
 - (iii) the position the issuing party believes is correct.

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8.2 Meeting of Representatives

- (a) Within 15 Business Days of the Notice of Dispute, representatives of the parties must meet in good faith to attempt to resolve the dispute.
- (b) The parties may:
 - (i) resolve the dispute during the meeting;
 - (ii) agree that further information or expert input is required;
 - (iii) agree to refer the dispute to mediation or expert determination; or
 - (iv) agree that the dispute is unlikely to be resolved and proceed to clause 8.3.

8.3 Determination Notice

If the dispute is not resolved within 15 Business Days after the meeting, either party may issue a Determination Notice requiring the dispute to be resolved by either:

- (a) mediation under clause 8.4; or
- (b) expert determination under clause 8.5.

8.4 Mediation

- (a) If a party elects mediation:
 - (i) the parties must agree to terms of reference within 10 Business Days;
 - (ii) the mediator must be agreed by the parties or appointed by the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter);
 - (iii) the mediator must be suitably qualified and independent;
 - (iv) the parties must participate in good faith and be bound by any settlement reached;
 - (v) each party bears its own costs; mediator's costs are shared equally unless otherwise determined.

8.5 Expert Determination

- (a) If the parties agree to expert determination or a Determination Notice is issued:
 - (i) the expert must be jointly appointed or, failing agreement, appointed by the President of the Law Society of NSW;
 - (ii) the expert acts as an expert, not an arbitrator;
 - (iii) the determination must be in writing and include reasons;
 - (iv) the determination is binding unless:
 - (A) a party gives written notice within 20 Business Days that it does not accept the determination and commences litigation; or
 - (B) the determination relates to termination of the agreement, in which case it is non-binding.
- (b) Each party bears its own costs; expert's costs are shared equally.

8.6 Litigation

If the dispute is not resolved under clauses 8.4 or 8.5, either party may commence legal proceedings in a court of competent jurisdiction.

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8.7 No Suspension of Obligations

Referral to or undertaking of dispute resolution under this clause does not suspend the parties' obligations under this agreement, unless otherwise agreed or ordered by a court.

9. ENFORCEMENT**9.1 Default and Notice**

- (a) If a party considers that another party has failed to perform or fulfil an obligation under this agreement, it may issue a written notice to the other party (Default Notice) specifying:
 - (i) the nature and details of the alleged default;
 - (ii) the action required to remedy the default; and
 - (iii) a reasonable period for rectification, not being less than 10 Business Days.
- (b) In determining a reasonable period, regard must be had to:
 - (i) the nature of the default;
 - (ii) the work or action required to remedy it; and
 - (iii) whether the default constitutes a public nuisance or raises circumstances of urgency or emergency.
- (c) If the recipient disputes the Default Notice, it may refer the matter to dispute resolution under clause 8.

9.2 Council's Right to Remedy

- (a) If the Developer fails to comply with a Default Notice, the Council may:
 - (i) perform the obligations the Developer has failed to fulfil;
 - (ii) enter onto the Land to carry out any necessary works or actions to remedy the default, subject to compliance with reasonable directions relating to work health and safety and applicable laws.
- (b) The Developer indemnifies the Council against all Claims and Damages reasonably incurred by the Council in exercising its rights under clause 9.2(a), except to the extent caused by Council's negligence or default.
- (c) The Council may call on any Security provided under this agreement to satisfy any costs or liabilities incurred in remedying the default.

9.3 Restriction on Issue of Certificates

- (a) If the Contributions Schedule specifies that a Contribution Item must be delivered prior to the issue of a certificate (including a Construction Certificate, Subdivision Certificate or Occupation Certificate), the relevant certificate must not be issued unless that Contribution Item has been delivered.
- (b) If a Default Notice has been issued and the default remains unresolved, no certificate may be issued for any part of the Development until:
 - (i) the default has been rectified to the satisfaction of the Council; or
 - (ii) the dispute has been resolved in accordance with clause 8.

9.4 General Enforcement

- (a) This agreement may be enforced by any party in any court of competent jurisdiction.

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- (b) Nothing in this agreement prevents:
 - (i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement; or
 - (ii) the Council from exercising any statutory function under the Act or any other law in relation to enforcement.

9.5 Overdue Payments

- (a) The Developer must pay interest to the Council on any amount payable under this agreement that remains unpaid after the due date, calculated daily at the Interest Rate.
- (b) Interest may be capitalised monthly or at intervals determined by the Council.
- (c) If a liability under this agreement becomes merged in a judgment or order, interest continues to accrue as an independent obligation at the higher of the judgment rate or the Interest Rate.
- (d) The Developer is not required to pay both interest under this clause and interest under a judgment or order—only the higher of the two applies.

10. ASSIGNMENT AND DEALINGS**10.1 Assignment and Dealings**

- (a) The Developer must not assign, transfer or otherwise deal with any of its rights or obligations under this agreement without the prior written consent of the Council.
- (b) Any change in ownership or control of the Developer (as defined in section 50AA of the Corporations Act 2001 (Cth)) is deemed to be an assignment for the purposes of this clause.
- (c) Any purported assignment or dealing in breach of this clause is of no effect.

10.2 Transfer of Land

- (a) The Developer must not sell, transfer or otherwise dispose of the Land or any part of it unless, prior to the transfer:
 - (i) the Developer satisfies the Council that the proposed transferee is financially capable of complying with the Developer's obligations under this agreement;
 - (ii) the Developer provides the Council with a deed of novation or assumption, executed by the transferee, in a form acceptable to the Council, under which the transferee agrees to be bound by this agreement as if it were the original Developer;
 - (iii) any outstanding defaults under this agreement have been remedied or waived by the Council; and
 - (iv) the Developer pays the Council's reasonable costs associated with the transfer.
- (b) Upon completion of a transfer in accordance with clause 10.2(a), the Developer is released from future obligations under this agreement in respect of the transferred part of the Land.

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(c) This clause does not apply where the agreement is registered on title and the transferee is bound under section 7.6(3) of the Act.

10.3 Staged Land Transfers

(a) Where the Development is to be carried out in stages, the Developer may request that the Council approve the partial transfer of the Land in accordance with the staging plan or subdivision plan approved under the Development Consent.

(b) The Council may, in its absolute discretion, approve the release of the Developer from obligations under this agreement in respect of a particular stage or lot, provided that:

- (i) all obligations under this agreement relating to that stage or lot have been fulfilled to the satisfaction of the Council;
- (ii) any required Security has been provided in respect of remaining obligations;
- (iii) the transferee has entered into a deed of novation or assumption in accordance with clause 10.2(a)(ii); and
- (iv) the Developer is not otherwise in default under this agreement.

(c) A release under this clause operates only in respect of the relevant stage or lot and does not affect the Developer's obligations in respect of any other part of the Land.

10.4 Staged Security Release

(a) Where the Developer has provided Security in respect of obligations under this agreement, the Developer may request the release of part of the Security upon completion of obligations relating to a specific stage or lot.

(b) The Council must, within 20 Business Days of receiving a written request, release the relevant portion of the Security, provided that:

- (i) the Developer has fulfilled all obligations relating to that stage or lot to the satisfaction of the Council;
- (ii) no unresolved default exists under this agreement;
- (iii) the remaining Security is sufficient to secure outstanding obligations under this agreement.

(c) The Council may require the Developer to provide updated cost estimates or certification of completion before releasing any part of the Security.

10.5 Notification Requirements

(a) The Developer must notify the Council in writing at least 20 Business Days prior to any proposed transfer, sale or assignment of the Land or any part of it.

(b) The notice must include:

- (i) details of the proposed transferee;
- (ii) the proposed date of transfer;
- (iii) confirmation of compliance with clause 10.2 or 10.3;
- (iv) any supporting documentation reasonably required by the Council.

(c) The Developer must not proceed with the transfer until the Council has confirmed in writing that the requirements of this clause have been satisfied.

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10.6 Council's Right to Refuse Transfer

- (a) The Council may, acting reasonably, refuse to consent to a proposed transfer, sale or assignment of the Land or any part of it if:
 - (i) the proposed transferee has not demonstrated financial capacity or relevant experience to fulfil the obligations under this agreement;
 - (ii) the proposed transferee has a history of non-compliance with planning agreements or other regulatory obligations;
 - (iii) the Developer is in default under this agreement and the default has not been remedied;
 - (iv) the proposed transfer would result in fragmentation of obligations in a manner that would, in Council's reasonable opinion, compromise the effective implementation of this agreement;
 - (v) the Developer fails to provide the documentation required under clause 10.5; or
 - (vi) the proposed transfer would otherwise prejudice the public interest or the delivery of Contributions under this agreement.
- (b) If the Council refuses consent under this clause, it must provide written reasons to the Developer within 20 Business Days of receiving the transfer request and all required documentation.

10.7 Appeal Mechanism for Refusal of Transfer

- (a) If the Council refuses to consent to a proposed transfer under clause 10.6, the Developer may, within 20 Business Days of receiving the refusal notice, submit a written request for reconsideration (Appeal Request) addressing:
 - (i) the grounds for refusal;
 - (ii) any additional information or clarification;
 - (iii) proposed conditions or undertakings to mitigate Council's concerns.
- (b) The Council must consider the Appeal Request in good faith and respond within 20 Business Days of receipt, either:
 - (i) confirming its refusal and providing further reasons; or
 - (ii) granting consent subject to conditions.
- (c) If the Developer remains dissatisfied with the outcome, it may refer the matter to dispute resolution under clause 8 of this agreement.

10.8 Mortgagee Arrangements

- (a) If the Developer mortgages the Land after entering into this agreement, it must use all reasonable efforts to procure a deed of agreement between the Council, the Developer and the mortgagee, under which the mortgagee agrees to be bound by this agreement if:
 - (i) the Developer defaults under the mortgage; and
 - (ii) the mortgagee takes possession of the Land.

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(b) The terms of the deed must be acceptable to the Council, acting reasonably, and the deed must be prepared at the Developer's cost.

11. APPROVALS AND CONSENTS

11.1 Discretionary Nature of Approvals

(a) Except as otherwise expressly provided in this agreement, and subject to any statutory obligations, a party may give or withhold any approval or consent required under this agreement in its absolute discretion.

(b) A party may give an approval or consent subject to conditions, including conditions requiring the provision of further information, the performance of additional obligations, or the payment of costs.

(c) A party is not required to provide reasons for giving or withholding an approval or consent, or for imposing conditions on an approval or consent.

11.2 Form and Delivery

(a) Any approval or consent under this agreement must be:

- (i) in writing;
- (ii) signed by a duly authorised representative of the party giving it; and
- (iii) delivered in accordance with the notice provisions in clause 16.

(b) An approval or consent may be given by email, provided it is sent from an authorised officer of the party and complies with clause 11.2(a).

11.3 Timing

(a) A party receiving a request for approval or consent must use reasonable endeavours to respond within 20 Business Days, unless a longer period is reasonably required due to the complexity of the request or the need for further information.

(b) If a party requires additional information to assess a request, it must notify the requesting party within 10 Business Days of receiving the request.

(c) If no response is provided within 30 Business Days of receipt of a complete request (including any additional information requested under clause 11.3(b)), the approval or consent is deemed to have been given, unless:

- (i) the agreement expressly requires written consent;
- (ii) the matter relates to a statutory approval or regulatory function; or
- (iii) the parties have agreed otherwise in writing.

12. NO FETTER

12.1 Preservation of Statutory Discretion

(a) Nothing in this agreement is to be construed as requiring the Council to do anything that would cause it to be in breach of any of its statutory obligations or duties under any law.

(b) This agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including but not limited to:

Attachment 2 FOR ADOPTION - Strategic Policy - ST57 - Planning Agreement Template

- (i) the determination of any Development Application or Modification Application;
- (ii) the preparation, making or amendment of any environmental planning instrument;
- (iii) the exercise of any compliance, enforcement or regulatory function under the Act, the Local Government Act 1993 (NSW), or any other applicable law;
- (iv) the investigation or prosecution of any breach of law or condition of consent;
- (v) the issuing of orders, notices or directions under any legislation.

(c) The Developer acknowledges that the Council may, in its discretion, include advice on any planning certificate issued under section 10.7(5) of the Act that this agreement affects the Land.

12.2 Severance of Fettering Provisions

- (a) If, contrary to clause 12.1, any provision of this agreement is held by a court of competent jurisdiction to constitute a fetter on the exercise of a statutory discretion or duty, the parties agree:
 - (i) to take all practical steps, including the execution of any further documents, to ensure the objective of clause 12.1 is substantially satisfied;
 - (ii) that the relevant provision is to be severed from this agreement and the remainder of the agreement will continue to have full force and effect;
 - (iii) to use reasonable endeavours to agree on a replacement provision that achieves the original intent of the severed provision to the extent permitted by law.

13. RELEASE AND INDEMNITY**13.1 Risk and Responsibility**

- (a) The Developer acknowledges and agrees that the obligation to provide the Contributions under this agreement is undertaken at the Developer's sole risk and cost.
- (b) The Developer is responsible for all costs, liabilities and risks associated with the delivery of the Contributions, including any approvals, consents, construction, transfer, or registration processes.

13.2 Release of Council

The Developer releases the Council from any Claim arising in connection with the Developer's obligation to provide the Contributions, except to the extent that the Claim arises from the Council's negligence or wilful misconduct.

13.3 Indemnity

- (a) The Developer indemnifies the Council against all Claims and Damages incurred by the Council in connection with:
 - (i) the enforcement of the Developer's obligations under this agreement;
 - (ii) the exercise of the Council's rights under this agreement;
 - (iii) any breach of this agreement by the Developer;

Attachment 2 FOR ADOPTION - Strategic Policy - ST57 - Planning Agreement Template

- (iv) any act or omission of the Developer, its employees, agents or contractors in connection with the Development or the Contributions.
- (b) The indemnity in clause 13.3(a) is a continuing obligation, independent of the Developer's other obligations under this agreement, and survives termination or completion of this agreement.
- (c) It is not necessary for the Council to incur expense or make payment before enforcing a right of indemnity under this clause.
- (d) The Developer must pay any amount payable under this clause on demand.

14. CONFIDENTIALITY

14.1 Public Nature of Agreement

- (a) The parties acknowledge and agree that this agreement is not confidential and may be treated as a public document.
- (b) This agreement may be publicly exhibited, reported, published, or disclosed by any party without restriction, including:
 - (i) as part of the public notification and exhibition process under the Act and Regulation;
 - (ii) in Council reports, registers, planning certificates, or other public records;
 - (iii) in response to requests under the Government Information (Public Access) Act 2009 (NSW) or other applicable legislation.

14.2 Optional Confidentiality

[Optional Clause – include only if confidentiality is requested or required]

- (a) Despite clause 14.1, if the parties agree in writing that specific information or documents relating to this agreement are confidential, such information must not be disclosed except:
 - (i) with the prior written consent of the other party;
 - (ii) to the extent required by law or a court order;
 - (iii) to legal, financial or professional advisers who are bound by confidentiality obligations;
 - (iv) where disclosure is necessary to enforce or give effect to this agreement.
- (b) Any confidentiality agreement must specify the scope, duration and permitted disclosures and must not prevent compliance with statutory obligations.

15. COSTS, DUTY AND GST

15.1 Legal and Administrative Costs

- (a) Each party is responsible for its own legal and administrative costs incurred in connection with:
 - (i) the negotiation, preparation and execution of this agreement;
 - (ii) any review or modification of this agreement;
 - (iii) the registration or removal of this agreement from the title to the Land.

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- (b) The Developer must pay the Council's reasonable costs incurred in connection with:
 - (i) the assessment of any request for approval, consent or transfer under this agreement;
 - (ii) the preparation and execution of any deed of novation or assumption;
 - (iii) the enforcement of this agreement, including any legal proceedings or dispute resolution processes.

15.2 Duty and Registration Fees

- (a) The Developer must pay or reimburse the Council on demand for all stamp duty, registration fees, and other taxes, charges or penalties payable in connection with:
 - (i) this agreement;
 - (ii) any transaction contemplated by this agreement;
 - (iii) the registration or removal of this agreement on the title to the Land.

15.3 GST

- (a) Unless otherwise expressly stated, all amounts payable under this agreement are exclusive of GST.
- (b) The parties agree that Contributions made under this agreement are exempt from GST in accordance with applicable rulings issued by the Australian Taxation Office, including Class Ruling CR2013/13 (or any replacement ruling).
- (c) If GST is imposed on any supply made under this agreement, the Developer must pay the GST or an amount equal to the GST payable, whichever is appropriate in the circumstances.
- (d) If a non-monetary Contribution is determined to be a taxable supply under the GST Law, the parties must:
 - (i) negotiate in good faith to determine the GST-inclusive market value of the supply;
 - (ii) issue valid tax invoices or adjustment notes as required;
 - (iii) set off any GST amounts payable between the parties to the extent they are equivalent.
- (e) No payment of GST is required until the supplier has provided a valid tax invoice or adjustment note.
- (f) Any reference to a cost, expense or other liability incurred by a party excludes the amount of any input tax credit entitlement of that party in relation to the relevant cost, expense or liability.
- (g) This clause survives termination or completion of this agreement.

15.4 Independent Tax Advice

- (a) Each party acknowledges and agrees that:
 - (i) it has not relied on the other party for tax advice in relation to this agreement;

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- (ii) it is responsible for obtaining its own independent tax, accounting and legal advice regarding the GST and other tax implications of this agreement and any Contributions made under it;
- (iii) nothing in this agreement constitutes tax advice from one party to the other.

(b) Despite 15.4(a)(iii) each party agrees to notify the other party of any GST reassessment or ruling that affects the agreement, such notification shall not constitute tax advice to the other party.

16. NOTICES

16.1 Form and Delivery

- (a) Any notice, consent, request, approval or other communication under this agreement (each a Notice) must be:
 - (i) in writing;
 - (ii) signed by or on behalf of the party giving it; and
 - (iii) delivered by one of the following methods:
 - (A) by hand to the recipient's address;
 - (B) by prepaid post to the recipient's address;
 - (C) by email to the recipient's nominated email address.
- (b) The addresses and email addresses for service of Notices are as specified in the Reference Schedule or as otherwise notified in writing by a party.

16.2 Time of Receipt

- (a) A Notice is taken to be received:
 - (i) if delivered by hand – at the time of delivery;
 - (ii) if sent by post – three Business Days after posting (if within Australia), or seven Business Days after posting (if sent internationally);
 - (iii) if sent by email – when the sender receives confirmation that the email has been delivered to the recipient's email server, or when the recipient first opens or reads the email, whichever occurs first.

16.3 After Hours and Non-Business Days

If a Notice is deemed to be received on a day that is not a Business Day, or after 4:00 pm on a Business Day, it is taken to be received at 9:00 am on the next Business Day.

16.4 Change of Details

A party may change its address or email address for service by giving at least three Business Days' written notice to the other party.

17. GENERAL PROVISIONS

17.1 Relationship Between the Parties

- (a) Nothing in this agreement:
 - (i) constitutes a partnership, joint venture or agency relationship between the parties; or

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(ii) authorises a party to bind another party or act on its behalf.

(b) A party must not represent that it has the authority to bind another party unless expressly authorised in writing.

17.2 Further Assurances

Each party must promptly do all things and execute all documents reasonably necessary or desirable to give effect to this agreement and to perform its obligations under it.

17.3 Counterparts

This agreement may be executed in any number of counterparts. All counterparts together constitute one instrument. A party may execute this agreement by signing any counterpart.

17.4 Entire Agreement

This agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior negotiations, representations, understandings or arrangements, whether oral or written.

17.5 Representations and Warranties

Each party represents and warrants that:

- (i) it has full power and authority to enter into and perform its obligations under this agreement;
- (ii) this agreement is valid and binding on it; and
- (iii) it has not relied on any representation or warranty not expressly set out in this agreement.

17.6 Severability

If any provision of this agreement is held to be invalid, illegal or unenforceable, that provision is to be read down or severed to the extent necessary to preserve the validity of the remainder of the agreement.

17.7 Waiver

- (a) A waiver of any right or remedy under this agreement is only effective if given in writing and signed by the party granting it.
- (b) A failure or delay to exercise a right or remedy does not operate as a waiver, nor does a single or partial exercise of a right or remedy prevent further exercise of that or any other right or remedy.

17.8 Governing Law and Jurisdiction

- (a) This agreement is governed by the laws of New South Wales.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

17.9 Electronic Execution

- (a) This agreement may be executed electronically, including through the use of electronic signature platforms such as DocuSign or similar.
- (b) A party that electronically signs this agreement warrants that the signature is valid and binding and that the person signing is duly authorised.

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- (c) The parties consent to the exchange of executed counterparts by email or other electronic means.

17.10 Survival of Obligations

Any obligation under this agreement that is expressed to survive termination or completion, or which by its nature or context is intended to survive, will continue in full force and effect notwithstanding termination or completion of this agreement. This includes, but is not limited to, obligations relating to indemnities, warranties, confidentiality, GST, and enforcement.

17.11 Priority of Documents

- (a) If there is any inconsistency between the provisions of this agreement and any schedule, annexure or other document incorporated by reference, the provisions of this agreement prevail to the extent of the inconsistency.
- (b) If there is any inconsistency between the body of this agreement and the Contributions Schedule (Schedule 2), the Contributions Schedule prevails in relation to the nature, timing and value of Contributions, unless otherwise agreed in writing.

18. SURRENDER OF RIGHT OF APPEAL**18.1 No Challenge to Agreement**

- (a) The Developer must not commence or maintain, or cause or procure the commencement or maintenance of, any legal proceedings in any court, tribunal or other forum that:
 - (i) appeals against;
 - (ii) seeks to invalidate; or
 - (iii) otherwise challenges,this agreement or any obligation imposed under it.
- (b) This clause applies regardless of whether the proceedings relate to the validity, enforceability, or interpretation of this agreement.

18.2 Preservation of Other Rights

- (a) Nothing in this clause prevents the Developer or any other person from:
 - (i) appealing a Development Consent or Modification Application in relation to the Development; or
 - (ii) commencing proceedings in relation to any matter that does not relate to this agreement, its obligations, or any condition of consent requiring entry into this agreement.
- (b) For clarity, this clause does not prevent the Developer from exercising any rights under clause 8 (Dispute Resolution) of this agreement.

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SCHEDULES
Schedule 1 – Reference Schedule

Item	Details
Parties	Council: Orange City Council (ABN 85 985 402 386) Developer: [Insert full legal name, ACN/ABN, and address]
Land	Description: [Insert Lot and DP details] Street Address: [Insert address] Title Reference: [Insert folio identifier]
Development	Description: [Insert description of proposed development] DA / Planning Proposal Reference: [Insert DA number or Planning Proposal reference]
Date of Agreement	[Insert date]
Version	[Insert version number]
Exclusion of Contributions	Does this agreement exclude or partially exclude the application of: - Section 7.11: Yes / No / Partial (specify extent) - Section 7.12: Yes / No - Section 7.24: Yes / No
Public Purposes	[Insert summary of public purposes served by the Contributions, e.g., local infrastructure, open space, community facilities]
Security	[Insert details of any bank guarantee, bond, or other security required under this agreement]
Notices	Council Contact: [Insert name, title, address, email] Developer Contact: [Insert name, title, address, email]

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Schedule 2 – Contribution Schedule

Contribution Item	Description	Timing of Delivery	Contribution Value (excl. GST)	Indexation	Security Required
Land Dedication	[Insert description of land to be dedicated, e.g., Lot X DP XXXX for public open space]	[e.g., Prior to issue of Subdivision Certificate for Stage 1]	[Insert estimated value or "N/A"]	N/A	[Yes/No – specify type, e.g., bank guarantee]
Monetary Contribution	[Insert purpose, e.g., Local road upgrades]	[e.g., Prior to issue of Construction Certificate for Stage 2]	[\$[Insert amount]]	Indexed quarterly in accordance with clause 4.2	[Yes/No]
Works in Kind	[Insert description, e.g., Construction of roundabout at XYZ Road]	[e.g., Prior to Occupation Certificate for Stage 3]	[\$[Insert estimated cost]]	Indexed quarterly in accordance with clause 4.2	[Yes/No]
Other Material Public Benefit	[Insert description, e.g., Provision of public art installation]	[Insert timing]	[\$[Insert estimated value]]	Indexed quarterly in accordance with clause 4.2	[Yes/No]

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Schedule 3 – Land Dedication

Item	Details
Land to be Dedicated	[Insert Lot and DP details of land to be dedicated to Council]
Location / Address	[Insert street address or description]
Purpose of Dedication	[e.g., Public open space, road widening, drainage reserve]
Timing of Dedication	[e.g., Prior to issue of Subdivision Certificate for Stage X]
Plan Reference	[Insert reference to plan showing land to be dedicated – attach as Annexure if required]
Encumbrances	[List any existing easements, covenants, restrictions, or state "Free of all encumbrances except Permitted Encumbrances"]
Permitted Encumbrances	[Specify any easements or restrictions allowed to remain, e.g., utility easements]
Condition of Land	[e.g., Land to be cleared of structures and contamination, graded to Council's satisfaction]
Associated Works	[Insert details of any works to be completed prior to or as part of dedication, e.g., fencing, landscaping]

Notes:

- Attach a Deposited Plan or Survey Plan as an annexure for clarity.
- Ensure consistency with clauses 4.1, 6.1, and 10.2 regarding timing, registration, and transfer requirements.

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Schedule 4 – Summary of s7.4 Requirements

Requirement under Section 7.4 of the Act	How this Agreement Addresses the Requirement
Agreement must be a planning agreement under the Act	Clause 1.1 confirms this is a planning agreement under section 7.4 of the Act.
Agreement must be in writing	Entire agreement is in writing and executed as a deed (see Signing Page).
Parties to the agreement	Identified in the Reference Schedule (Schedule 1) and clause 1.
Agreement must relate to a Development Application, Modification Application, or Planning Proposal	Clause 1.1(b) specifies the connection to a DA, Modification Application, or Planning Proposal.
Agreement must provide for public purposes	Clause 1.1(c) and Schedule 2 (Contributions Schedule) identify public purposes such as land dedication, works, or monetary contributions.
Agreement must not require an unlawful act	Clause 12.1 preserves statutory discretion and ensures compliance with law.
Agreement must not fetter Council's discretion	Clause 12 (No Fetter) confirms Council retains all statutory powers and discretion.
Agreement must be publicly notified and accompanied by an explanatory note	Clause 7.5 and Annexure A (Explanatory Note) address exhibition and notification requirements under clause 25E of the Regulation.
Agreement must specify enforcement mechanisms	Clause 9 (Enforcement) sets out default, remedies, and Council's rights.

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Requirement under Section 7.4 of the Act	How this Agreement Addresses the Requirement
Agreement must specify how contributions are to be applied	Clause 4.4 and Schedule 2 specify application of contributions for public purposes.
Agreement must provide for registration on title	Clause 6 (Registration) requires registration under section 7.6 of the Act.

FOR ADOPTION

Attachment 2 FOR ADOPTION - Strategic Policy - ST57 - Planning Agreement Template**Schedule 5 – Mortgagee Consent****MORTGAGEE CONSENT AND AGREEMENT****Date:** [Insert date]**Parties:**

Council:	Orange City Council (ABN 85 985 402 386)
Developer:	[Insert full legal name and ACN/ABN]
Mortgagee:	[Insert full legal name and ACN/ABN]

1. Acknowledgment**The Mortgagee** acknowledges that:

- (a) The Developer has entered into a Planning Agreement with the Council under section 7.4 of the Environmental Planning and Assessment Act 1979 (NSW) (the Planning Agreement).
- (b) The Planning Agreement affects the land described below.
- (c)

2. Land

Description:	[Insert Lot and DP details]
Title Reference:	[Insert folio identifier]
Address:	[Insert street address]

3. Consent**The Mortgagee:**

- (a) consents to the Developer entering into the Planning Agreement;
- (b) agrees that the Planning Agreement and any obligations under it bind the Land and take priority over the Mortgagee's interest, except as provided in this consent;
- (c) agrees that if the Mortgagee takes possession of the Land or exercises power of sale, it will comply with the Planning Agreement as if it were the Developer, subject to clause 4.
- (d)

4. Priority and Enforcement

- (a) The Council acknowledges that nothing in this consent prevents the Mortgagee from exercising its rights under the mortgage, provided that any purchaser or transferee enters into a deed of assumption or novation in favour of the Council.
- (b) The Mortgagee agrees to notify the Council prior to exercising any power of sale.

5. Governing Law

This consent is governed by the laws of New South Wales.

Attachment 2 FOR ADOPTION - Strategic Policy - ST57 - Planning Agreement Template**Executed as a Deed**

Mortgagee	
Signature of authorised signatory	_____
Name and position (print)	_____
Date	_____

FOR ADOPTION

Annexure A – Explanatory Note (Regulation compliance)

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[Completed explanatory note as relevant to agreement to be attached here].

FOR ADOPTION

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Signed and Dated by All Parties

Signing Page

Executed as a deed.

SIGNED SEALED AND DELIVERED by
ORANGE CITY COUNCIL by the Authorised
Officer named below pursuant to section
378 of the Local Government Act 1993 in
the presence of:

Signature of witness

Signature

Name of witness
(please print)

EXECUTED by **NAME OF DEVELOPER AND
CAN NUMBER** in accordance with section
127 of the Corporations Act 2001 (Cth) by
being signed by the following officers:

Signature of director

Signature of director / company secretary

Name of director
(please print)

Name of director / company secretary
(please print)

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Optional clauses to consider

1. Staging and Flexibility

Purpose: For large or multi-stage developments.

Clause:

"The Developer may deliver Contributions in stages in accordance with an approved staging plan. The timing and sequencing of Contributions must be agreed in writing with the Council."

2. Early Works or Voluntary Early Delivery

Purpose: Allows developers to deliver works before consent or earlier than required.

Clause:

"The Developer may, with Council's prior written consent, deliver any Contribution earlier than the time specified in Schedule 2. Early delivery does not entitle the Developer to any credit or offset unless expressly agreed."

3. Credit and Offset Mechanism

Purpose: Where developers seek credit against s7.11 or s7.12 contributions.

Clause:

"If the Council agrees in writing, the value of Contributions under this agreement may be credited against contributions payable under any contributions plan adopted under the Act."

4. Review of Contribution Values

Purpose: For long-term projects where costs may change significantly.

Clause:

"The parties agree to review the Contribution Values every [X] years or upon a material change in construction costs, using an independent quantity surveyor."

5. Security Substitution

Purpose: Allows flexibility in the form of security.

Clause:

"The Developer may substitute one form of Security for another of equal or greater value, subject to Council's prior written consent."

6. Force Majeure

Purpose: Protects parties from liability for events beyond control.

Clause:

"Neither party is liable for failure to perform obligations under this agreement to the extent caused by Force Majeure, provided the affected party gives prompt notice and uses reasonable endeavours to mitigate the impact."

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7. Sustainability or Environmental Performance

Purpose: For agreements linked to green infrastructure or sustainability targets.

Clause:

"The Developer must ensure that all Works comply with Council's sustainability guidelines and achieve a minimum [Green Star / NABERS / BASIX] rating."

8. Community Engagement

Purpose: For high-profile developments requiring transparency.

Clause:

"The Developer must prepare and implement a Community Engagement Plan approved by the Council prior to commencement of Works."

9. Dispute Escalation to Independent Expert Panel

Purpose: Adds an extra step before litigation for complex disputes.

Clause:

"If a dispute is not resolved by mediation, the parties may refer the matter to an Independent Expert Panel for non-binding recommendations before commencing litigation."

10. Termination for Convenience

Purpose: For flexibility where planning proposals do not proceed.

Clause:

"Either party may terminate this agreement by written notice if the Development Application or Planning Proposal is withdrawn or refused and all obligations up to the termination date have been met."

6 CLOSED MEETING - SEE CLOSED AGENDA

The Chief Executive Officer will advise the Council if any written submissions have been received relating to any item advertised for consideration by a closed meeting of Orange City Council.

The Mayor will extend an invitation to any member of the public present at the meeting to make a representation to Council as to whether the meeting should be closed for a particular item. In accordance with the Local Government Act 1993, and the Local Government (General) Regulation 2021, in the opinion of the Chief Executive Officer, the following business is of a kind as referred to in Section 10A(2) of the Act, and should be dealt with in a Confidential Session of the Council meeting closed to the press and public.

RECOMMENDATION

That Council adjourn into a Closed Meeting and members of the press and public be excluded from the Closed Meeting, and access to the correspondence and reports relating to the items considered during the course of the Closed Meeting be withheld unless declassified by separate resolution. This action is taken in accordance with Section 10A(2) of the Local Government Act, 1993 as the items listed come within the following provisions:

6.1 NSW ALGWA Conference 2026 - Nomination(s) for Councillor Attendance

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (f) matters affecting the security of the Council, Councillors, Council staff or Council property.

6.2 Submission Redaction Report 3 February 2026

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (e) information that would, if disclosed, prejudice the maintenance of law.

6.1 NSW ALGWA Conference 2026 - Nomination(s) for Councillor Attendance

RECORD NUMBER: 2025/2738

AUTHOR: Catherine Davis, Executive Support Manager

REASON FOR CONFIDENTIALITY

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (f) matters affecting the security of the Council, Councillors, Council staff or Council property.

6.2 Submission Redaction Report 3 February 2026

RECORD NUMBER: 2026/2

AUTHOR: Janessa Constantine, Manager Corporate Governance

REASON FOR CONFIDENTIALITY

This item is classified CONFIDENTIAL under the provisions of Section 10A(2) of the Local Government Act 1993, which permits the meeting to be closed to the public for business relating to (e) information that would, if disclosed, prejudice the maintenance of law.

7 RESOLUTIONS FROM CLOSED MEETING