



LOCATION PLAN
Special Control Area 3
Amendment No. 115



SCALE 1 : 15000

DATE 5 January 2021 - REVISION 2101
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***4.1 - PROPOSED AMENDMENT NO.115 TO TOWN PLANNING SCHEME NO.4 -
NORTH FORRESDALE DEVELOPMENT CONTRIBUTION PLAN NO.3 MAJOR
REVIEW PHASE 1***

WARD : All
FILE No. : - M/137/21
DATE : 11 March 2021
REF : RS/CM
RESPONSIBLE : EDDS
MANAGER

In Brief:

The North Forrestdale Development Contribution Plan No.3 (DCP 3) commenced operation in January 2007 and has been in force for over 13 years.

- The City is undertaking a major review of the DCP to examine its performance to date and identify any opportunities for improvements.
- Draft State Planning Policy 3.6 – Infrastructure Contributions also identifies that major reviews of existing DCPs should be undertaken on a frequent basis.
- The major review of DCP 3 has identified several modifications that will require implementation through an amendment to TPS No.4.
- The proposed modifications in this report consider the impending urbanisation of the Piara Waters West (Warton Road Precinct) area and the need for new common infrastructure to service the area.
- Modifications are also required within the northern portion of the DCP between Skeet Road and Wright Road to address community infrastructure requirements.
- ▪ It is recommended that Council initiate Amendment No.115 and seek the WAPC's consent to advertise the amendment.

Tabled Items

Nil.

Decision Type

Legislative

The decision relates to general local government legislative functions such as adopting/changing local laws, town planning schemes, rates exemptions, City policies and delegations etc.

Executive

The decision relates to the direction setting and oversight role of Council.

Quasi-judicial

The decision directly affects a person's rights or interests and requires Councillors at the time of making the decision to adhere to the principles of natural justice.

Officer Interest Declaration

Nil, but it is noted that the Development Contribution Plan No.3 provides funding to the City for staff costs associated with administering DCP 3. These costs are included in the Infrastructure Cost Schedule.

Strategic Implications

- 1.2.2 Provide opportunities to improve health outcomes for everyone
- 1.3.1 Plan for services and facilities in existing and emerging communities
- 2.1 Long term planning and development that is guided by a balance between economic, social and environmental objectives
 - 2.2.1 Deliver attractive and functional streetscapes, open spaces, City buildings and facilities
 - 4.3.2 Pursue non-rates revenue opportunities
 - 2.5.1 Implement and administer the City's Town Planning Scheme and Local Planning Strategy to deliver quality development outcomes
 - 2.5.1.2 Implement the Developer Contribution Plan arrangements and review as required

Legal Implications

Planning and Development Act 2005

Planning and Development (Local Planning Schemes) Regulations 2015

Town Planning Scheme No.4

Council Policy/Local Law Implications

Nil.

Budget/Financial Implications

Through DCP 3, the City collects Development Contributions which constitutes an external source of capital funding for the development of essential facilities and infrastructure that provide benefits to the Harrisdale and Piara Waters communities.

The City is required to cover the future recurrent operational and maintenance costs for the facilities and infrastructure that is delivered in Harrisdale and Piara Waters. The City also has the financial impact of depreciation of these new assets. However, these assets are needed to deliver essential facilities and infrastructure to service the needs of the Harrisdale and Piara Waters communities.

Consultation

1. Development Contribution Plans are regarded as complex amendments and are advertised for public comment in accordance with the *Planning and Development (Local Planning Schemes) Regulations 2015* for a period of no less than 60 days following approval being received by the WAPC for consent to advertise.
2. The City has been in consultation with stakeholders associated with the Piara Waters West area as part of the DCP 3 Major Review process and a further meeting with developers has recently been scheduled to discuss the proposals outlined in this report.
3. In reporting to the January 2020 Council meeting where Amendment No.110 was considered for initiation, one of the key justifications that was identified to support the extension to the operating lifespan for DCP 3 as proposed by Amendment No.110 was due to the DCP 3 Major Review being underway. A brief overview of Amendment No.110 is discussed in the following section.

BACKGROUND

Development Contribution Plan No.3 – Historical Details

In accordance with TPS No.4, all landowners within Development Contribution Area (DCA) 3 are required to contribute towards the cost of providing common infrastructure works. DCA 3 encompasses the City's growth suburbs of Harrisdale and Piara Waters. It is anticipated that these suburbs will have a combined total population of approximately 38,000 residents by 2041.

Development Contribution Plan (DCP) 3 (North Forrestdale), included under Schedule 9B of TPS No.4, provides the statutory framework for the City to determine the cost of common infrastructure works within DCA 3 and establish the associated contribution cost per lot.

Established in 2007, DCP 3 provides a mechanism to equitably share the cost of providing common infrastructure items across an environmentally constrained area, where the historical nature of land ownership has also been fragmented. The coordinated approach established by DCP 3 has enabled the City to deliver essential infrastructure and facilities for the benefit of the Piara Waters and Harrisdale communities in an appropriate and timely manner.

As of October 2020, the status of the DCP 3 program is approximately 75% complete and the current expiry date for DCP 3 is 2022. The percentage complete will vary with the inclusion of the Piara Waters West area into the DCP.

Amendment No.110 to TPS No.4, which was initiated by Council in January 2020 proposes to extend the operating lifespan of DCP 3 by 5 years beyond its current expiration period to reflect that a significant portion of the DCP 3 area has yet to be subdivided, and the extended operating period will ensure that all DCP infrastructure can be fully implemented. This was a first step of the DCP 3 major review process. At its meeting on 14 December 2020, Council considered submissions that were received during the advertising period and resolved to adopt Amendment No.110 without modification. Amendment No.110 is currently being considered by the WAPC and Minister for Planning and a final decision on the amendment is expected in May 2021.

Development Contribution Plan No.3 – Major Review

Given that DCP 3 has been in operation for over 13 years, and along with the current proposal to extend the operating period of the DCP from 15 to 20 years, the City is moving ahead with additional aspects of the major review of the DCP in order to further examine its performance to date, identify any changes that might be necessary and identify any opportunities for improvements.

There are a number of key factors which have informed the scope of the major review. These factors are summarised as follows:

- 1) The proposed inclusion of the 'Warton Road Precinct' (Piara Waters West) in the DCP 3 area, which was the subject of a recently gazetted Metropolitan Region Scheme (MRS) amendment to rezone the precinct from Rural to Urban.
- 2) The provision of common infrastructure to service the new Piara Waters West area that could be funded by the DCP.
- 3) A review of infrastructure requirements for the existing and future parts of the DCA.
- 4) The consideration of close out arrangements upon expiration of the DCP, including a reconciliation of owner contributions collected to date.

- 5) The consideration of any adjustments that could be made to the DCP to manage the collection of owner contributions going forward in light of the incremental expansion of the Development Contribution Area 3 (DCA 3) area as areas are rezoned under the MRS to Urban and the changing rates of residential densities achieved.

DETAILS OF PROPOSAL

Given the significant scope and scale of the DCP 3 Major Review, it is considered appropriate to implement the changes arising from the outcomes of the major review in an incremental manner comprising several discrete phases which are described as follows:

- Phase 1 – Amendment No.110, which has been initiated, advertised and adopted by Council.
- Phase 2 (Part 1) – Addition of the Piara Waters West area to the DCA, inclusion of key infrastructure changes to DCP 3 and a review of the current cost contribution methodology to account for operational requirements arising from these changes.
- Phase 2 (Part 2) – Review of the Infrastructure Cost Schedule (ICS) to account for changes implemented as part of previous phases.
- Phase 3 – Alignment of DCP 3 with other City of Armadale DCP programs and planning for end of DCP lifespan.

Amendment No.115 proposes to give effect to Phase 2, Part 1 of the DCP 3 Major Review as follows:

- 1) Amend the TPS No.4 Special Control Area map to include Piara Waters West in the Development Contribution Area 3 (DCA 3) area;
- 2) Amend Section 5A of TPS No.4 to ensure the scheme text governing development contribution areas reflects best practice and learnings from the City's administration of DCP 3 since 2007 and learnings from other DCPs administered by other Local Governments and DevelopmentWA; and
- 3) Amend Schedule 9B of TPS No.4 to:
 - Include new common infrastructure items that will be required to service Piara Waters West;
 - Modify the description of community infrastructure already identified in the DCP in recognition that the opportunity for shared use of sporting fields with adjacent primary school sites may no longer exist, thereby enabling the development of community infrastructure to occur in areas that are not adjacent to a primary school;
 - Include the ability for the DCP to acquire land to facilitate the development of community infrastructure already identified in the DCP as a specified works item, and to acquire land for an environmentally significant wetland within the DCA;
 - Transfer provisions relating to the calculation and apportionment of common infrastructure costs and cost contributions from Schedule 9B to the ICS to reflect the WAPC's draft State Planning Policy 3.6 – Infrastructure Contributions and provide more flexibility to be able to respond to changes; and
 - Include new scheme provisions to enable common infrastructure costs to be apportioned to discrete areas within the DCA, similar to the approved Anstey Keane Urban Precinct DCP as part of Amendment No.102.

The implementation of Phase 2, Part 1 of the DCP 3 Major Review through the aforementioned amendments to the Special Control Area Map and TPS No.4 scheme text will also require the implementation of modifications to the full ICS to quantify the cost implications of the proposed scheme amendment.

The ICS is a table appurtenant to TPS No.4 which itemises, calculates and apportions common infrastructure costs and the per lot contribution rate applicable to DCP 3. The ICS and Proposed Values are reviewed at least on an annual basis in accordance with the TPS No.4. The current ICS was adopted by Council at its meeting of May 2020 and the City is currently progressing the annual review of the ICS which will be presented to Council in April 2021.

In the interim, costs associated with common infrastructure proposed under Amendment No.115 are described in a draft Infrastructure Cost Estimate which is provided in the attachments and will be advertised as part of the documents to describe the proposals in Amendment No.115. The draft Infrastructure Cost Estimate also includes estimated allocations for existing DCP infrastructure that will be considered at the next ICS review. When Amendment No.115 is finalised, the ICS will need to be reviewed to implement the outcomes of the amendment.

The proposed scope for Phase 3 of the DCP 3 Major Review will be refined and confirmed as implementation of Phase 2 progresses and further reporting to Council will be undertaken at the appropriate time.

COMMENT AND ANALYSIS

Draft State Planning Policy 3.6 – Infrastructure Contributions (July 2019) sets out the principles and requirements that apply to infrastructure contributions in new and established urban areas. The 6 main principles which prescribe the manner in which contributions for infrastructure must be levied are summarised as follows:

- 1) Need and the Nexus
- 2) Transparency
- 3) Equity
- 4) Certainty
- 5) Consistency
- 6) Accountable

The infrastructure proposals identified in the preceding table for implementation as part of Phase 2 of the DCP 3 Major Review are described in further detail below, including the scope, need and nexus and costs (where applicable) for each. Costs for some of these items will be subject to change as the planning process advances through the MRS and TPS rezoning amendment process, and structure plans for the area are eventually finalised and approved. Notwithstanding, the estimates are considered to be at a suitable level of accuracy for inclusion in the draft ICS for advertising purposes.

Modifications to DCP 3 – Piara Waters West

Whilst the planning framework to guide the future subdivision and development of the Piara Waters West area is still to be progressed through structure plans, the identification of common infrastructure for inclusion in DCP 3 is considered appropriate and timely based on the following factors:

- Infrastructure provided to service the area represents a logical the extension of existing DCP 3 infrastructure program;
- The location of the future high school site has been confirmed through the recent MRS amendment that was adopted by the WAPC and was gazetted in November 2020;
- The need for a future primary school site to service the catchment has been confirmed based on the projected dwelling yield and population for the area with only the location of the site requiring confirmation through the future structure planning process;
- The key stakeholders associated with the development of the Piara Waters West area that were consulted as part of the DCP 3 Major Review process are generally supportive of modifications to extend the DCP area to encompass the precinct;
- Extending the DCP will provide additional certainty for both the City and landowners with respect to common infrastructure needs and costs; and
- The timeframe for approval of a DCP scheme amendment, which is classified as a ‘complex amendment’ under the *Planning and Development Act (Local Planning Schemes) Regulations 2015* is between 3-6 months longer than ‘standard’ amendment to rezone the area under the City’s TPS No.4 to Urban Development and this scheme amendment on behalf of the stakeholders associated with the Piara Waters West area has recently been lodged for the City’s consideration.

Proposal 1 – Include the Piara Waters West Area in DCP 3

The Special Control Area Map 3 which forms part of TPS No.4 will need to be amended to extend the DCA 3 area to apply to the Piara Waters West area, thus enabling DCP 3 to operate over the area. A copy of the Special Control Area Map 3 Amendment Plan is provided in the Attachments.

Proposal 2 – Funding for sporting and community facilities within the Piara Waters West including land acquisition

Scope / Need and Nexus

The provision of new sporting and community facilities will be required to service the Piara Waters West catchment that is being included in DCA3 as described in *Proposal 1*. There are several factors which will impede the provision of a sufficient land area (4.8 hectares) that will provide the required footprint for the future senior playing field. These factors include:

- The fragmented nature of land ownership within the Piara Waters West expansion area will create difficulties in coordinating the assembly of an appropriately located consolidated land parcel of a sufficient size to provide the required 4.8 hectare public open space footprint;
- No single lot within the Piara Waters West expansion area is capable of yielding a sufficient land area of 4.8 hectares of public open space when the Commission’s standard 10% gross subdivisible area for POS requirement is applied;
- There are wetland and vegetation areas that are also likely to need to be protected; and
- Drainage areas are also require and receive POS credits (partial) in accordance with the WAPC’s Policies.

The inclusion of land acquisition costs over and above 10% of the gross subdivisible area within the definition of DCP specified works will ensure that an appropriately sized and located land area for public open space purposes can be secured, and the associated land acquisition costs are apportioned in an equitable manner within the DCA 3 area. Modifying the wording of the relevant DCP specified works provision to encompass land acquisition costs will also ensure that affected landowners ceding over and above their 10% POS requirement are appropriately reimbursed from the DCP. This is a similar approach to the Anstey Keane DCP and other local government DCPs.

Modifications to the existing DCP scheme provisions relating to the development of sporting fields are also proposed to ensure that DCP allocations can be adjusted where applicable to account for the costs of constructing the required playing field, buildings and associated facilities.

Costs

Land acquisition costs associated with this proposed specified works item will be identified as part of the draft ICS that is prepared to accompany the advertising of Amendment No.115. The draft Infrastructure Cost Estimate identifies that land acquisition costs associated with this item will be approximately \$1,875,000, and development costs for the playing field and, buildings and associated facilities will be approximately \$9,500,000 minus contributions from the subdivider towards the costs of the development of public open space in accordance with normal subdivision requirements.

Proposal 3 – A contribution towards the development of sporting facilities for shared community use on the Department of Education high school site

Scope / Need and Nexus

The City holds a primary role for the provision of community buildings and public open space to accommodate organised and social sporting, recreational and leisure activities.

Based on the projected population in the North West Catchment Area, as identified by the City's Community Infrastructure Plan and in accordance with draft Liveable Neighbourhoods 2015, the Piara Waters/Harrisdale community will require an additional 2 playing fields and associated infrastructure. The City is planning to meet the community demand for hard court facilities through a negotiated outcome with the Department of Education.

The future 12.8 hectare high school site to be developed by the Department of Education bounded by Mason Road to the south and Warton Road to the east provides an opportunity for the City to enter into an agreement with the Department for the shared use of hardcourt facilities that the Department is proposing to develop within the school grounds.

With the future high school site in the final planning stages, the City has engaged with the Department to negotiate the provision of associated infrastructure (amenity building and floodlights) to support community use of a shared hardcourt facility proposed on the future Department of Education high school site. The development of an amenity building and floodlights will be required to service the hard court facilities so they are suitable for community use.

Costs

The costs associated with this proposed specified works item will be identified as part of the draft ICS that is prepared to accompany the advertising of Amendment No.115. The draft Infrastructure Cost Estimate identifies costs associated with this infrastructure item to be approximately \$450,000.

Proposal 4 – Contribution towards the costs of acquisition and/or betterment of the rehabilitated wetland UFI 7176 (as amended) located in Piara Waters on various lots within the West Piara Waters Precinct.

Scope/Need and Nexus

As part of consideration of the submission that was provided by the City to the WAPC in response to the advertising of MRS Amendment 1369/57 to rezone the land within the West Piara Urban Precinct from Rural to Urban, at its meeting of 20 July 2020 [D46/7/20], Council resolved to advise the proponent that it seeks to retain and protect the wetland and vegetation that falls within UFI 7176 as part of a TPS Amendment and Structure Plan process.

The WAPC's draft SPP 3.6 provides that wetlands may be suitable for inclusion in a DCP providing that such land provides a community recreation benefit as part of the overall public open space network for the area. DCP 3 already includes two wetlands situated within Harrisdale.

It is noted that the planning framework within the West Piara area is in its early stages, and as such, structure planning and associated environmental and botanical investigations are still progressing. The ability for wetland UFI 7176 and any associated vegetation deemed worthy of retention to form part of the developer's standard 10% public open space provision has therefore yet to be established, however it has been identified that in light of other demands for the allocation of POS within the area, it is unlikely that the wetland and vegetation will be capable of being fully accommodated within area of POS to be ceded as part of the developer's standard 10% POS requirement.

Under these circumstances, it is considered prudent for the DCP to recognise that a contribution may be required towards the costs of acquisition and/or betterment. Such a measure will assist in ensuring that an area of public open space ceded by developers which exceeds 10% of the gross subdivisible area, where such an overprovision directly relates to the retention of significant vegetation within the wetland as determined by the future planning framework can be acquired through the DCP mechanism, and the associated land acquisition costs apportioned in an equitable manner within the DCA 3 area.

Costs

The costs associated with this proposed specified works item will be identified as part of the draft ICS that is prepared to accompany the advertising of Amendment No.115. These costs are currently being reviewed by officers.

Modifications to DCP 3 – Existing DCA

DCP 3 provides a planning framework which has enabled contributions from developers to be secured by the City to fund the provision of community infrastructure within the area.

Based on the forecast population for the suburbs of Piara Waters and Harrisdale, the need and demand for sporting and community infrastructure and facilities that have been identified and where applicable, developed to date in the area exceeds the scope of infrastructure and facilities identified in the North Forrestdale Structure Plan and DCP 3. To this end, an assessment undertaken as part of the DCP 3 Major Review has identified the following modifications within the existing DCA which are discussed in further details as follows.

Proposal 5 – Acquisition of the land for the development of the 8e Harrisdale North - Site 'A' sporting and community facility

Scope/Need Nexus

The provision of new sporting and community facilities will be required to service the Harrisdale North area that is already included in DCA 3. The proposed construction costs for the development of this facility are already identified in the DCP (Specified Works Item 8e). The orderly planning for the Harrisdale North area has historically been hindered by several factors which have impeded the provision of a sufficient land area (4.8 hectares) that will provide the required footprint in order to provide the public open space area for the future senior playing field. These factors include:

- Environmental and drainage requirements/constraints;
- The fragmented nature of land ownership within Harrisdale North has created difficulties in coordinating the assembly of an appropriately located consolidated land parcel of a sufficient size to provide the required 4.8 hectare public open space footprint;
- No single parent lot within Harrisdale North is capable of yielding a sufficient land area of 4.8 hectares of public open space when the Commission's standard 10% gross subdivisible area for POS requirement is applied;
- The area had not been subdivided when the Reilly Road Primary School was approved and started construction, and the Department of Education has proceeded to construct its own oval; and
- A larger commercial area is being progressed on the corner of Wright Road and Ranford Road which does not contribute towards the 10% POS requirement.

The inclusion of land acquisition costs over and above 10% of the gross subdivisible area as part of DCP specified works will ensure that an appropriately sized and located land area for public open space purposes can be secured and the associated land acquisition costs are apportioned in an equitable manner within the DCA 3 area. The inclusion of this proposed specified works item will also ensure that affected landowners ceding over and above their 10% POS requirement in order to contribute to the proposed 4.8 hectare POS site are appropriately compensated.

Several modifications to the existing DCP scheme provisions relating to the development of this sporting field is also proposed in recognition that the opportunity for shared use of this sporting field with an adjacent primary school site may no longer exist.

Costs

Land acquisition costs associated with this proposed specified works item will be identified as part of the ICS 2021 review, and will be presented to Council prior to the draft 2021 ICS being advertised for public comment. The draft Infrastructure Cost Estimate identifies that land acquisition costs associated with this infrastructure item will be approximately \$4,488,000.

Proposal 6 – Contribution towards the costs of acquisition and/or betterment of the rehabilitated Wetland UFI 14880 (as amended) located on Lot 200 on DP 415389 Skeet Road, Harrisdale.

Scope/Need and Nexus

Draft SPP 3.6 provides that wetlands may be suitable for inclusion in a DCP providing that such land provides a community recreation benefit as part of the overall public open space network for the area. DCP 3 contains existing provisions relating to the acquisition of the core area of the rehabilitated Conservation Category Wetland on Lot 49 Wright Road, Piara Waters.

It is noted that the planning framework within the North Harrisdale area is in its early stages, and as such, structure planning and associated environmental and botanical investigations have not been significantly advanced. The ability for wetland UFI 14880 and any associated vegetation deemed worthy of retention to form part of the developer's standard 10% public open space provision has therefore yet to be established and confirmed. It is also noted that the WAPC has not previously been supportive of the inclusion of wetland areas within DCPs, however the WAPC's draft SPP 3.6 now permits the inclusion of wetland areas where a community recreation benefit can be derived.

Under these circumstances, it is considered prudent for the DCP to recognise that a contribution may be required towards the costs of acquisition and/or betterment. Such a measure will assist in ensuring that an area of public open space ceded by developers which exceeds 10% of the gross subdivisible area, where such an overprovision directly relates to the retention of significant vegetation within the wetland as determined by the future planning framework can be acquired through the DCP mechanism, and the associated land acquisition costs apportioned in an equitable manner within the DCA 3 area.

Costs

The costs associated with this proposed specified works item will be identified as part of the draft ICS that is prepared to accompany the advertising of Amendment No.115. The draft Infrastructure Cost Estimate identifies the costs associated with this infrastructure item to be approximately \$350,000, which is essentially a high level estimate based on the assumed area of wetland that might need to be acquired through the DCP mechanism, the assumed land acquisition rate per square metre for environmentally constrained land, and the assumed costs of contributing towards the betterment of the wetland if required.

Proposal 7 – Modifications to the DCP 3 cost calculation approach to apportion costs over specific areas

Based on the preliminary outcomes of the DCP 3 Major Review, with some of the proposed new common infrastructure items identified for inclusion as part of Amendment No.115, it has been identified that the existing approach to the apportionment of costs in Schedule 9B of TPS No.4 may require some modification to ensure that infrastructure costs are shared more equitably.

The current approach to calculating the contribution amount paid by developers is predicated on the costs of all DCP infrastructure being apportioned on an equal basis throughout the entire DCP area.

Modifications to the scheme text to introduce a Cost Apportionment Schedule (CAS) into the ICS are considered appropriate to enable different contribution rates to be applied to a designated area to meet the costs of providing specific infrastructure for that area when the circumstances deem that such an approach is warranted rather than these costs being apportioned throughout the entire DCP area.

The proposed scheme provisions will ultimately enable Council to exercise discretion to determine that it is more equitable for developers in a designated area to pay a different rate for the provision of infrastructure to service that area. Such scheme provisions are commonplace in other local government areas, and will also be consistent with SPP 3.6.

As the ICS is reviewed on an annual basis, Council will have the opportunity to consider the need for any potential future adjustments to the CAS on a regular basis in conjunction with the annual ICS review.

Modifications to DCP 3 – Administrative Arrangements

The City has been acting as the administrator of DCP 3 since it first came into operation in 2007. An assessment undertaken as part of the DCP 3 Major Review has identified a number of operational issues that could be resolved to improve the efficient and effective administration of DCP 3. To this end, modifications to the planning framework to improve the administration of the DCP are discussed in further details as follows.

Proposal 8 – Transfer the calculation and apportionment of costs and contribution details from TPS No.4 to the ICS

As part of the scope of the major review, consideration has been given to potential adjustments to the DCP approach in order to more effectively and accurately calculate and manage the collection of owner contributions for the remaining lifespan of the DCP.

Reviewing this aspect of the DCP as part of the major review was considered particularly important in light of the incremental expansion of DCA 3 from beyond what was originally contemplated in 2007 due to additional areas being rezoned to Urban in the MRS and the changing rates of residential densities achieved over this period.

The transfer of the calculation and apportionment of costs and contribution details from TPS No.4 to the ICS will provide the flexibility for adjustments to be advertised and made if and when required, as determined by Council, and ensure the cost contribution rate can be adjusted in an agile manner to account for future residential density trends, and when land is identified with additional constraints.

This method is also preferred rather than undertaking scheme amendments to amend the forecast density rate provisions contained in TPS No.4 which take between 18 - 24 months to be completed. The WAPC's draft State Planning Policy 3.6 supports this approach for cost calculation and other DCP administrative details to be provided in documents that do not form part of the scheme.

Calculation and cost apportionment provisions will be included in the ICS which is far more practical and efficient than inclusion in the DCP scheme provisions. Importantly, as the ICS is reviewed annually, developers will be able to be consulted and Council will have the opportunity to consider the need for any potential future adjustments to the DCP calculation methodology on a more frequent basis which represents a more efficient and effective approach to the administration of the DCP. In addition to this, the ICS review, which is advertised on an annual basis will also provide stakeholders with the opportunity to review and provide comment on changes to inputs into the DCP calculation methodology.

Proposal 9 – Amend Clause 5A.3.3 and 5A.3.4 of TPS No.4

Section 5A of TPS No.4 contains provisions which support the imposition of subdivision conditions that require cost contributions to be made in an area where a DCP is in effect, or in areas where a DCP is required but has yet to take effect. However, these scheme provisions do not support the imposition of development conditions requiring cost contributions to be made given that historically, land within the DCP area has been generally subdivided first and contributions fully paid prior to any development occurring.

The omission of the word ‘development’ from these scheme provisions appears to be an anomaly given that other parts of the scheme clearly recognise that DCP cost contribution liabilities can arise as a result of either subdivision or development. To this end, it is considered appropriate to amend these scheme provisions by inserting the words ‘and/or development’ next to the word ‘subdivision’ which will enable cost contribution requirements to be imposed through conditions of development approvals as well as subdivision approvals.

The proposed modifications to the scheme text to give effect to Proposals 2 - 9 are included in the Attachments.

Complex Amendment

Under the *Planning and Development Act (Local Planning Schemes) Regulations 2015*, any local planning scheme amendment proposal involving a development contribution area or development contribution plan is classified as a complex amendment. As such, if Council agrees to initiate, Amendment No.115 will be progressed as a complex amendment and require the WAPC’s consent to advertise. Following initiation, the Scheme Amendment will also be required to be forwarded to the EPA for a decision as to whether an environmental assessment is required. Following a decision by the WAPC and the EPA that no assessment is required, the Scheme Amendment will need to be publicly advertised for a period of 60 days.

OPTIONS

Council has the following options:

1. Council may initiate the Scheme Amendment as proposed (with or without modifications).
2. Council may decline the initiation of the Scheme Amendment if it considers the proposal to be contrary to the orderly and proper planning of the area or for any other reason.

CONCLUSION

Amendment No.115 will assist in facilitating the delivery of beneficial outcomes for the communities of Piara Waters and Harrisdale including:

- Ensuring that the new Piara Waters West urban expansion area is provided with an appropriate level of infrastructure to service the needs of the community, and which is commensurate with the scope and scale of infrastructure that has been delivered, or is in the process of being delivered via DCP 3 for the existing Harrisdale and Piara Waters DCA.
- Appropriately responding to the infrastructure needs of the established DCA through the implementation of appropriate modifications to the DCP.
- Implementing appropriate modifications to the relevant administrative provisions set out in TPS No.4 to facilitate the efficient and effective administration of DCP 3 for its remaining operating lifespan.

Having regard to the benefits outlined in the preceding comments, Option 1 is recommended. Once initiated, following the closure of the advertising period, the proposed amendment and any submissions received during the advertising period will be forwarded to Council to consider whether the amendment should be supported and forwarded to the Minister for final adoption.

ATTACHMENTS

1. [↓](#) Amendment 115 - TPS 4 Proposed modifications (with modifications)
2. [↓](#) Amendment 115 - TPS 4 Proposed modifications (final version)
3. [↓](#) Special Control Area Map 3 - Amendment 115
4. [↓](#) Draft Infrastructure Cost Estimate Schedule (refer separate Attachment)

RECOMMEND

D11/3/21

That Council:

1. Pursuant to Section 75 of the *Planning and Development Act 2005*, initiate Amendment No.115 to Town Planning Scheme No.4 as follows:

Proposal 1

- A. Amending Special Control Map 3 as shown on the attached Proposed Zoning – Special Control Area Map 3 Plan to include the Piara Waters West (Warton Road) Urban Precinct;

Proposals 2, 3 and 5

- B. Amend Clause 3.6.3 (8) (e) of Schedule 9B by inserting the words “land acquisition” following the words “100% of the total cost to construct sporting and community facilities, including”, and inserting the words “where applicable in the West Piara Urban Precinct identified in MRS Amendment 1369/57, and in Harrisdale within the area generally bounded

by Ranford Road, Wright Road, Reilly Road and Skeet Road.” following the words “abutting proposed primary schools”;

- C. Amend Clause 3.6.3 (8) (f) of Schedule 9B by deleting all of the words that follow “A contribution as defined in Infrastructure Cost Schedule to the total cost to construct a senior multiple purpose sporting oval” and replacing these words with the following:

“and acquire land where applicable as follows:

- (i) adjoining each of the public primary schools where applicable minus contributions from the Department of Education when they become available for ovals shared with public primary schools;
- (ii) a senior multiple purpose sporting oval in the West Piara Urban Area identified in MRS Amendment 1369/57;
- (iii) a senior multiple purpose sporting oval in Harrisdale within the area generally bounded by Ranford Road, Wright Road, Reilly Road and Skeet Road; and
- (iv) a senior multiple purpose sporting oval on Lot 48 Nicholson Road”.

Proposal 4

- D. Amend Clause 3.6.3 (10) by deleting the words “Conservation Category” from the heading of the clause;
- E. Amend Clause 3.6.3 (10) by adding the following: “(c) Contribution towards the costs of acquisition and/or betterment of the rehabilitated wetland UFI 7176 (as amended) located on various lots within the West Piara Waters Area”;

Proposal 6

- F. Amend Clause 3.6.3 (10) by adding the following: “(b) Contribution towards the costs of acquisition and/or betterment of the rehabilitated wetland UFI 14880 (as amended) located on Lot 200 on DP 415389 Skeet Road, Harrisdale”;

Proposal 7

- G. Amend Clause 3.4.2 of Schedule 9B by adding the word “base” following the words “based on a” and adding the words “and where applicable, an additional Cost Contribution Per Lot” following the words “Cost Contribution Per Lot”
- H. Amend Clause 3.4.2 (a) of Schedule 9B by inserting the word “base” between the words “The” and the words “Cost Contribution Per Lot”, and inserting the words “of Infrastructure which is subject to the base Cost Contribution as specified in the Infrastructure Cost Schedule” following the words “Net Common Infrastructure Costs”;
- I. Amend Clause 3.4.2 (a) (i) of Schedule 9B by inserting the word “base” following the words “A = gross cost of” and inserting the words “as prescribed in the Infrastructure Cost Schedule” following the words “estimated future costs.”;

- J. Amend Clause 3.4.2 (a) (i) of Schedule 9B by adding the words “where the base cost contribution per lot applies” following the words “B = payments made to date by owners of land who subdivide or develop land within the Development Contribution Area”
- K. Amend Clause 3.4.2 (a) (i) (1) of Schedule 9B at the third dot point by deleting all of the words that follow “of 14.6 lots per hectare” and replacing these words with the following words “for the Area equivalent of the land holding of an owner after 28 October 2014 onwards and prior to the gazettal of Amendment No.115; and;”;
- L. Amend Clause 3.4.2 (a) (i) (1) of Schedule 9B by adding a fourth dot point to follow the second dot point which reads as follows “- the lots produced at the density rate prescribed in the Infrastructure Cost Schedule from gazettal of Amendment No.115; or;”;
- M. Amend Clause 3.4.2 (b) of Schedule 9B by inserting the word “base” following the word “The”, inserting the words “where the base cost contribution per lot rate applies as specified in the Infrastructure Cost Schedule” following the words “Cost Contribution payable by each owner of land in the Development Contribution Area”, and inserting the word “base” following the words “is calculated by multiplying the number of freehold lots produced from the owner’s land by”;
- N. Amend Clause 3.4.2 by adding the following provisions to follow (b):

“(c) The additional Cost Contribution Per Lot is determined by first deriving the Net Common Infrastructure Costs of Infrastructure which is subject to the additional Cost Contribution as specified in the Infrastructure Cost Schedule:

(i) $A1 - B1 = C1$

Where:

A1 = gross cost of Common Infrastructure Works being the total of fixed actual and estimated future costs as prescribed in the Infrastructure Cost Schedule, which will be based on costs estimated no more than 12 months in advance. Such estimates may be based on an average for each Common Infrastructure work cost and shall recognise all factors affecting the development of the relevant Development Contribution Area and associated constraints the local government will encounter in the provision of the Common Infrastructure Works. This shall include (but not be limited to) variable market conditions and the nexus between the time frame of development and provision of Common Infrastructure Works.

B1 = payments made to date by owners of land who subdivide or develop land within the Development Contribution Area where the additional cost contribution per lot applies calculated on the basis of whichever is the lesser of:

- (1) the lots produced at the density rate prescribed in the

**Infrastructure Cost Schedule from gazettal of Amendment 115;
or**

- (2) the actual number of lots produced by the land holding of an owner;**

C1 = Common Infrastructure work costs;

and then dividing the Common Infrastructure work costs by the subdivision potential of the balance of the Area of the Development Contribution Area remaining unsubdivided where the additional cost contribution per lot rate applies, excluding those land uses in Clause 3.3 of Development Contribution Plan No.3 and Clause 5A4.4, and multiplying that area by the density rate prescribed in the Infrastructure Cost Schedule.

- (ii) $C1 \div D1 = E1$**

Where:

D1 = the number of lots to be produced to achieve the density rate prescribed in the Infrastructure Cost Schedule for the area equivalent of the unsubdivided balance area of the Development Contribution Area where the additional cost contribution per lot rate applies, excluding those land uses in Clause 3.3 of Development Contribution Plan No.3 and Clause 5A4.4;

E1 = the additional Contribution Cost Per Lot.

- (d) The additional Cost Contribution payable by each owner of land in the Development Contribution Area where an additional rate applies as specified in the Infrastructure Cost Schedule, is calculated by multiplying the number of freehold lots produced from the owner's land by the additional Contribution Cost Per Lot.;"**

- O. Renumber Clause 3.4.2 Clause (c) to Clause (e) accordingly;**

Proposal 8

- P. Amend Clause 3.4.2 (a) (i) (2) of Schedule 9B by inserting the word "where the base cost contribution per lot rate applies" following the words "C = Common Infrastructure work costs; and then dividing the Common Infrastructure work costs by the subdivision potential of the balance of the Area of the Development Contribution Area remaining unsubdivided", and deleting the word "14.6" following the words "excluding those land uses in Clause 3.3 of Development Contribution Plan No.3 and Clause 5A4.4, and multiplying that area by", and inserting the following words "the density rate prescribed in the Infrastructure Cost Schedule.";**
- Q. Amend Clause 3.4.2 (a) (i) (2) of Schedule 9B by deleting the words "14.6 lots per hectare" following the words "D = the number of lots to be produced to achieve", and replacing this with the following words "the density rate**

prescribed in the Infrastructure Cost Schedule.”, and inserting the words “where the base cost contribution per lot rate applies,” to follow the words “for the area equivalent of the unsubdivided balance area of the Development Contribution Area”

Proposal 9

- R. Amend Clause 5A.3.3 of TPS No.4 by adding the words “and/or development” after the word “subdivision” where this word occurs; and
 - S. Amend Clause 5A.3.4 of TPS No.4 by adding the words “and/or development” after the word “subdivision” where this word occurs.
2. The amendment is complex under the provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015* for the following reason(s):
- The amendment relates to amending a Development Contribution Plan.
3. Refer the above Amendment to Town Planning Scheme No.4 to the Environmental Protection Authority (EPA) pursuant to Section 81 of the *Planning and Development Act 2005*.
4. Forward the Amendment to the WAPC to obtain consent to advertise the Amendment as proposed.
5. Should the EPA advise that the amendment does not require assessment and the WAPC grants consent to advertise the Amendment, advertise the amendment for no less than 60 days.
6. Authorise the Mayor and the Chief Executive Officer to execute the Amendment documents.
7. Should the WAPC require any minor modifications prior to advertising, authorise the CEO and Mayor to execute the modified amendment documents.

Moved Cr J H Munn
MOTION CARRIED

(6/0)

PART 5A: DEVELOPMENT CONTRIBUTION AREAS

This Part is to enable a Development Contribution Plan to be prepared to share the costs of the provision of specific items of infrastructure across a number of landowners in the Development Area.

5A Development Contribution Areas are described in Special Control Area Map 3 and Schedule 9A and Schedule 9B, which sets out the infrastructure to which cost sharing arrangements relate and the cost sharing arrangements which apply.

5A.1 Interpretations

In this part, unless the context otherwise requires:

“**Cost Contribution**” means the contribution to the cost of Infrastructure payable by an Owner under this part, Schedule 9A or 9B and the applicable Development Contribution Plan;

“**Infrastructure**” means services and facilities which, in accordance with the Commission’s policy, it is reasonable for Owners to make a Cost Contribution towards; and

“**Owner**” means an owner of land that is located within a Development Contribution Area.

5A.2 Purpose

- (a) To identify areas requiring Cost Contributions that relate to subdivision and development.
- (b) To provide for the equitable sharing of the costs of Infrastructure between Owners and in particular, to ensure that Cost Contributions are only required towards such Infrastructure as is reasonably required as a result of the subdivision and development of land in the Development Contribution Area.
- (c) To coordinate the timely provision of Infrastructure.

5A.3 Development Contribution Plan Pre-requisite to Subdivision and Development

5A.3.1 Where a Development Contribution Area is prescribed in the Scheme, all Owners within that Development Contribution Area are required to make a Cost Contribution in accordance with the applicable Development Contribution Plan contained in Schedule 9A or Schedule 9B and the provisions of this part.

5A.3.2 The Development Contribution Plan for any Development Contribution Area does not have effect until it has been incorporated in Schedule 9A or Schedule 9B as part of the Scheme.

5A.3.3 Subject to clause 5A.3.4, the local government is not to support subdivision in a Development Contribution Area until a Development Contribution Plan is in effect and the Owner who has applied for subdivision **and/or development** has made arrangements in accordance with clause 5A.6.1 for the payment of the Owner’s Cost Contribution.

5A.3.4 Where a Development Contribution Plan is necessary but is not in effect, the local government may support subdivision **and/or development** where the Owner has made other arrangements satisfactory to the local government with

respect to the Owner's contribution towards the provision of Infrastructure in the Development Contribution Area.

5A.4 Content and Principles of Development Contribution Plans

- 5A.4.1 The Development Contribution Plan is to specify:
- (a) the Development Contribution Area to which the Development Contribution Plan applies;
 - (b) the Infrastructure to be funded through the Development Contribution Plan; and
 - (c) the method of determining the Cost Contribution of each Owner towards the Infrastructure to be funded through the Development Contribution Plan.
- 5A.4.2 (a) A Development Contribution Plan is to specify the period during which it is to operate, but in any event, should not operate for more than 5 years, unless specified in Schedule 9A or 9B or by Council.
- (b) The period during which a Development Contribution Plan is to operate may be extended by the local government and the Development Contribution Plan may be amended accordingly.
- 5A.4.3 The Development Contribution Plan for any Development Contribution Area is to be prepared in accordance with the following principles unless otherwise specified in Schedule 9A or 9B:
- (a) it is to provide for Cost Contributions to only the cost of such Infrastructure as fairly and reasonably relates to, and is reasonably required as a result of, the subdivision and development of land in the Development Contribution Area;
 - (b) it is to provide for Cost Contributions generally in accordance with the Commission's policies on developer contributions for Infrastructure;
 - (c) matters requiring land contribution, such as public open space, are to be treated as the cost of Infrastructure with any necessary adjustments to establish, where appropriate, a money equivalent;
 - (d) the Cost Contribution is to be based upon the proportion that the area or value of that Owner's land bears to the total area or value of land within the Development Contribution Area;
 - (e) the Cost Contribution is to take into account the highest and best uses attainable for the Owner's land; and
 - (f) the cost of Infrastructure is to be based on amounts expended, but when an expenditure has not occurred, it is to be based on the best and latest estimated costs available to the local government.
- 5A.4.4 For the purposes of paragraph 5A.4.3(d), in calculating both the area of an Owner's land and the total area of land in a Development Contribution Area, the area of land provided or required in that Development Contribution Area for:
- (a) roads designated under the region planning scheme as Primary Regional Roads and Other Regional Roads;
 - (b) existing public open space and land reserved for Parks and Recreation under the region planning scheme;
 - (c) government primary secondary schools and public utilities;
 - (d) such other land as is set out in the Development Contribution Plan; and

- (e) the land areas of any other developments, which in the opinion of the Council have a limited subdivision or development potential, is to be excluded.
- 5A.4.5
- (a) Where a Development Contribution Plan contains estimated costs, such estimated costs are to be reviewed at least annually by the local government in accordance with the best and latest information available to the local government until the expenditure on the relevant item of Infrastructure has occurred.
 - (b) Where requested in writing by an Owner, the local government is to have such estimated costs independently certified by an appropriate qualified person at the owner's cost.
- 5A.4.6
- Where any Cost Contribution has been calculated on the basis of an estimated cost for Infrastructure, the local government may:
- (a) adjust the Cost Contribution of any Owner in accordance with the revised estimated costs or the final expenditure; or
 - (b) accept a Cost Contribution based upon estimated costs as a final Cost Contribution and may enter into an agreement with an Owner accordingly.
- 5A.4.7
- Where an Owner's Cost Contribution is adjusted under clause 5A.4.6, the local government, on receiving a request in writing from an Owner, is to provide the Owner with a copy of estimated costs and the calculation of adjustments.

5A.5 Liability for Cost Contributions

An Owner's liability to pay the Owner's Cost Contribution to the local government arises on the earlier of:

- (a) prior to the local government confirming to the Commission that conditions of subdivision or strata approval supervised by the local government and imposed on an application to subdivide, strata title or amalgamate the Owner's land within the Development Contribution Area have been complied with;
- (b) prior to the Commission endorsing its approval on the relevant plan or deposited plan (Diagram of Survey) of the amalgamation, subdivision, survey strata or strata subdivision of the Owner's land within the Development Contribution Area;
- (c) at the time of carrying out any development or commencing any new or extended use on the Owner's land within the Development Contribution Area;
- (d) at the time of applying to the local government or Commission for approval of any new or extended use, or any other development on the Owner's land within the Development Contribution Area;
- (e) prior to the local government providing written advice to the Commission confirming that conditions relating to a survey strata or strata subdivision within a Development Contribution Area have been complied with.
- (f) prior to the issue of a Building Permit or Building Approval Certificate for any development (including land use) on the land of an Owner within a Development Contribution Area have been complied with; or
- (g) on the expiry of the Development Contribution Plan.

5A.6 Collection and Enforcement

- 5A.6.1 (a) The Owner, with the agreement of the local government, is to pay the Owner's Cost Contribution by:
- (i) cheque or cash;
 - (ii) transferring to the local government land to the value of the Cost Contribution;
 - (iii) some other method acceptable to the local government; or
 - (iv) any combination of these methods.
- (b) The Owner, with the agreement of the local government, may pay the Owner's Cost Contribution in a lump sum, by instalments or in such other manner as agreed with the local government.
- 5A.6.2 (a) The amount of any Cost Contribution for which an Owner is liable under clause 5A.5, but has not paid, is a charge on the Owner's land to which the Cost Contribution relates, and the local government may lodge a caveat against the Owner's title to that land.
- (b) The local government may, at the Owner's expense and subject to such other conditions as the local government thinks fit, withdraw a caveat lodged under clause 5A.5 2(a) to permit a dealing and then re-lodge the caveat to prevent further dealings.
- (c) If the Cost Contribution is paid in full, and if requested to do so by the Owner, the local government may, at the expense of the Owner, withdraw any caveat lodged in accordance with clause 5A.6.2.

5A.7 Administration of Funds

- 5A.7.1 The local government is to establish and maintain a reserve account in accordance with the *Local Government Act 1995* for each Development Contribution Area into which Cost Contributions for that Development Contribution Area will be credited and from which all payments for the cost of Infrastructure within that Development Contribution Area will be paid. The purpose of such a reserve account or the use of money in such a reserve account is limited to the application of funds for that Development Contribution Area.
- 5A.7.2 The local government is to make available an audited annual statement of accounts for that Development Contribution Area as soon as practicable after the audited annual statement of accounts becomes available.
- 5A.7.3 (a) Within any Development Contribution Area the local government may satisfy the provisions of Clause 5A.7.1 by establishing separate reserve accounts for Cost Contributions by individual owners or groups of owners.
- (b) Such separate reserve accounts can be kept for accounting or administration purposes including, but without limiting the generality of the foregoing, for the purpose of accounting to each owner for interest accrued on the owner's Cost Contributions relevant to a particular Development Contribution Area.
- (c) Notwithstanding 5A.7.3(b), any reserve account for an individual owner is to contain only funds relevant to Cost Contributions for a particular Development Cost Contribution Area, and all individual accounts for a particular Development Contribution Area are to be identified as belonging to that Development Contribution Area".

5A.8 Shortfall or Excess in Cost Contributions

5A.8.1 If there is a shortfall in the total of Cost Contributions when all Cost Contributions have been made or accounted for in a particular Development Contribution Area, the local government may:

- (a) make good the shortfall from its municipal fund;
- (b) enter into agreements with Owners to fund the shortfall; or
- (c) raise loans or borrow from a financial institution.

but nothing in paragraph 5A.8.1(a) restricts the right or power of the local government to impose a differential rate to a specified Development Contribution Area in that regard.

5A.8.2 If there is an excess in the total of Cost Contributions when all Cost Contributions have been made or accounted for in a particular Development Contribution Area, the local government is to use the excess funds for the provision of additional facilities in that Development Contribution Area.

5A.9 Valuation

5A.9.1 (a) Unless Part 10 of the *Land Administration Act 1997* applies, clause 5A.9 applies if it is necessary to ascertain the Value of any land for the purposes of this part, with the exception of Developer Contribution Plan No.3, where land is valued in accordance with the provisions of Development Contributions Plan No.3 contained within Schedule 9B. Clauses 5A.9.2 to 5A.9.6 do not apply to Development Contribution Plan No.3.

(b) In clause 5A.9 unless, Schedule 9A or 9B specifies the method of land valuation for a particular Development Contribution Area:

"Value" means the fair net expectance value inclusive of subdivisional profit from and in respect of the sale of the vacant land in its optimum subdivided form:

- (i) on the basis that there are no buildings, fences or other improvements of a like nature on the land;
- (ii) on the assumption that any rezoning necessary for the purpose of the development has come into force; and
- (iii) taking into account the added value of all other improvements on or appurtenant to the land.

"Valuer" means a licensed valuer agreed by the local government and the Owner, or where the local government and the Owner are unable to reach agreement, a valuer appointed by the President of the Australian Property Institute for the time being.

5A.9.2 If any Owner objects to a valuation made by the Valuer, the Owner may give notice to the local government requesting a review of the amount of the Value, at the Owner's expense, within 28 days after being informed of the Value.

- 5A.9.3 If the Valuer does not change the Value of the land to a figure acceptable to the Owner, the Value is to be determined under clause 5A.9.6.
- 5A.9.4 (a) At the request of the local government or the Owner, the Value placed upon the land of an Owner may be revised from time to time by a Valuer. Where the local government does not consider a revised valuation necessary, the owner is liable for costs associated with re-valuation.
- (b) The Valuer may:
- (i) reconsider the Values placed on other land in the Development Contribution Area; and
 - (ii) make such revisions as considered just and equitable to those Values if the Valuer considers this is necessary as a result of a re-valuation made under clause 5A.9.2.
- 5A.9.5 The date of valuation is the date that the Owner's liability to pay the Owner's Cost Contribution to the local government arises under clause 5A.5, or such other date as is agreed between the local government and the Owner.
- 5A.9.6 (a) Where there is a dispute or difference between the local government and the Owner regarding a Value, the dispute or difference is to be resolved as follows:
- (i) by any method agreed upon by the local government and the Owner; or
 - (ii) if the local government and the Owner cannot agree, by arbitration in accordance with the *Commercial Arbitration Act 1985*.
- (b) In any case, mediation of the dispute is to be attempted without prejudice to the rights of either the local government or the Owner.

Note: Valuation in accordance with clause 5A.9 does not apply when land is compulsorily acquired under clause 5A.10, as section 241 of the *Land Administration Act* prescribes the method of determining compensation when land is compulsorily acquired. Valuation of land may be necessary however, under clause 5A.9, in order to determine the amount of an Owner's Cost Contribution, where any formula for Cost Contributions relates to the value of land, or for determining the value of land when it is purchased by agreement under section 190 of the *Planning and Development Act 2005*.

5A.10 Land Acquisition

The local government may acquire land for the carrying out of any Infrastructure works either by agreement or compulsorily under the powers conferred by sections 190 and 191 of the *Planning and Development Act 2005*.

5A.11 Arbitration

Subject to clause 5A.9.6, any dispute between any Owner and the local government in connection with the Cost Contribution required to be made by an Owner under clause 5A is to be resolved by arbitration in accordance with the *Commercial Arbitration Act 1985*.

SCHEDULE 9B - DEVELOPMENT CONTRIBUTION PLANS

(Newly adopted plans under Town Planning Scheme No.4)

[cl. 5B]

No	Description of Land	Contribution Arrangements
3.	Development Contribution Area No.3 North Forrestdale (Piara Waters and Harrisdale) Urban Development Area as identified on the Scheme Special Control Area Map 3	<p>3.1 Cost Contributions</p> <p>3.1.1 All Owners within the Development Contribution Area No.3 shall make a proportional Cost Contribution to the cost of the Common Infrastructure Works identified in Development Contribution Plan No.3 and the Infrastructure Cost Schedule.</p> <p>3.1.2 This Development Contribution Plan applies to the Development Contribution Area No.3 specified on the Scheme's supplementary Special Control Areas Map 3.</p> <p>3.1.3 Where the provisions of Development Contribution Plan No.3 are inconsistent with the provisions of Part 5A of the Scheme, then the provisions of Schedule 9B prevail to the extent of any inconsistency.</p> <p>3.2 Definitions</p> <p>In this part unless the context requires otherwise:</p> <p><i>"Assessed Value"</i> means a land value obtained in accordance with the procedures described in subclauses 3.12.3 and 3.12.4 of this Schedule.</p> <p><i>"Credit"</i> means the amount of excess Cost Contribution which has been made either in money or Common Infrastructure works (including land), over and above the amount of Cost Contribution for which an owner is liable at any particular time.</p> <p><i>"Estimated Lot Yield"</i> means at any particular time, the total potential number of lots including freehold title, survey strata and strata lots, which are capable of being produced from the land within the Development Contribution Area that remains to be subdivided or developed and which is calculated in accordance with the methods specified in subclause 3.4.1 of Development Contribution Plan No.3.</p> <p><i>"Infrastructure Cost Schedule"</i> means a table appurtenant to the Scheme and the Development Contribution Plan, and containing the itemised estimates of costs of Common Infrastructure Works, as periodically reviewed under Development Contribution Plan No.3 and Part 5A.</p> <p><i>"Nominal Contribution"</i> means a Cost Contribution in respect of an area of land specified by the local government of Armadale for exclusive use by a private educational establishment, which is set at a lesser rate than the Cost Contribution that would apply for residential subdivision and development, in acknowledgement that private educational establishments contribute betterment to the Development Contribution Area by virtue of the services provided to</p>

No .	Description of Land	Contribution Arrangements
		<p>the community and that a full Cost Contribution may act as a disincentive to the provision of such services.</p> <p><i>“Potential Lots”</i> means the total number of lots, including freehold title, survey strata and strata lots, a particular parcel of land, which has been identified for group housing, aged persons housing, office, shop, bulky goods showroom, place of worship or other commercial or non-residential uses approved in writing by the local government, is capable of producing if subdivided or developed to the maximum capacity permitted under the Scheme as calculated in accordance with the methods specified in Clause 3.4 of Development Contribution Plan No.3.</p> <p><i>“Preliminary Contribution”</i> means a claim amount agreed to by the local government for carrying out the implementation of Common Infrastructure Works by an Owner and / or a payment made by an Owner pursuant to a condition of subdivision or development approval or a notice served upon an Owner by the local government, prior to the gazettal of Amendment No.12 and adoption of the Infrastructure Cost Schedule under the Development Contribution Plan by the local government.</p> <p>3.3 Calculation of Deductions from Development Contribution Area</p> <p>Pursuant to the land area calculations identified by Clause 5A.4.4(d) of the Scheme, the following areas are to be additionally excluded from the land area calculations of both the total land area in the Development Contribution Area and the Owners land:</p> <ul style="list-style-type: none"> - Sites nominated by the relevant Structure Plan for exclusive use of private educational establishments and which have also been approved by the local government of Armadale for a Nominal Contribution; - Conservation category wetlands; - Drainage reserves; - Public utility sites; - Public school and educational sites; - Community purpose sites; - Land required for Common Infrastructure Works; and - Any other areas specified in the Infrastructure Cost Schedule or its revisions and amendments. <p>3.4 Calculation and Apportionment of Common Infrastructure Costs and Cost Contributions</p> <p>3.4.1</p> <p>The local government will, for the purposes of apportioning Common Infrastructure Costs to Owners, make an estimate of the lot yield for the Development Contribution Area called the ‘Estimated Lot Yield’. This will be calculated by determining the number of hectares in the Development Contribution Area, excluding those land uses in Clause 3.3 of Development Contribution Plan No.3 and Clause 5A.4.4, and multiplying that area by 14.6.</p>

No .	Description of Land	Contribution Arrangements
		<p>3.4.2</p> <p>The contribution to be made by each owner of land within the Development Contribution Area to the implementation of the Common Infrastructure Works shall be a Cost Contribution, based on a base Cost Contribution Per Lot, and where applicable, an additional Cost Contribution Per Lot which is to be calculated by the local government in the following manner:</p> <p>(a) The base Cost Contribution Per Lot is determined by first deriving the Net Common Infrastructure Costs of Infrastructure which is subject to the base Cost Contribution as specified in the Infrastructure Cost Schedule:</p> <p>(i) $A - B = C$</p> <p>Where:</p> <p>A = gross cost of base Common Infrastructure Works being the total of fixed actual and estimated future costs as prescribed in the Infrastructure Cost Schedule, which will be based on costs estimated no more than 12 months in advance. Such estimates may be based on an average for each Common Infrastructure work cost and shall recognise all factors affecting the development of the relevant Development Contribution Area and associated constraints the local government will encounter in the provision of the Common Infrastructure Works. This shall include (but not be limited to) variable market conditions and the nexus between the time frame of development and provision of Common Infrastructure Works.</p> <p>B = payments made to date by owners of land who subdivide or develop land within the Development Contribution Area where the base cost contribution per lot applies calculated on the basis of whichever is the lesser of:</p> <p>(1) - the lots produced at the rate of 10 lots per hectare for the Area equivalent of the land holding of an owner prior to the gazettal of Amendment No.67;</p> <p>- the lots produced at the rate of 10.6 lots per hectare for the Area equivalent of the land holding of an owner after gazettal of Amendment No.67 and prior to 28 October 2014; and</p> <p>- the lots produced at the rate of 14.6 lots per hectare for the Area equivalent of the land holding of an owner after 28 October 2014 onwards, and prior to the gazettal of Amendment 115; or and</p> <p>- the lots produced at the density rate prescribed in the Infrastructure Cost Schedule from gazettal of Amendment 115; or</p>

No .	Description of Land	Contribution Arrangements
		<p>(2) - the actual number of lots produced by the land holding of an owner;</p> <p>C = Common Infrastructure work costs; and then dividing the Common Infrastructure work costs by the subdivision potential of the balance of the Area of the Development Contribution Area remaining unsubdivided where the base cost contribution per lot rate applies, excluding those land uses in Clause 3.3 of Development Contribution Plan No.3 and Clause 5A.4.4, and multiplying that area by 14.6 the density rate prescribed in the Infrastructure Cost Schedule.</p> <p>(ii) $C \div D = E$ Where: D = the number of lots to be produced to achieve 14.6 lots per hectare the density rate prescribed in the Infrastructure Cost Schedule for the area equivalent of the unsubdivided balance area of the Development Contribution Area where the base cost contribution per lot rate applies, excluding those land uses in Clause 3.3 of Development Contribution Plan No.3 and Clause 5A.4.4; E = the Contribution Cost Per Lot.</p> <p>(b) The base Cost Contribution payable by each owner of land in the Development Contribution Area where the base cost contribution per lot rate applies as specified in the Infrastructure Cost Schedule is calculated by multiplying the number of freehold lots produced from the owner's land by the base Contribution Cost Per Lot.</p> <p>(c) The additional Cost Contribution Per Lot is determined by first deriving the Net Common Infrastructure Costs of Infrastructure which is subject to the additional Cost Contribution as specified in the Infrastructure Cost Schedule:</p> <p>(i) $A1 - B1 = C1$ Where: A1 = gross cost of additional Common Infrastructure Works being the total of fixed actual and estimated future costs as prescribed in the Infrastructure Cost Schedule, which will be based on costs estimated no more than 12 months in advance. Such estimates may be based on an average for each Common Infrastructure work cost and shall recognise all factors affecting the development of the relevant Development Contribution Area and associated constraints the local government will encounter in the provision of the Common Infrastructure Works. This shall include (but not be limited to) variable market conditions and the nexus between the time frame of development and provision of Common Infrastructure Works.</p>

No .	Description of Land	Contribution Arrangements
		<p>B1 = payments made to date by owners of land who subdivide or develop land within the Development Contribution Area where the additional cost contribution per lot applies calculated on the basis of whichever is the lesser of:</p> <p>(1) the lots produced at the density rate prescribed in the Infrastructure Cost Schedule from gazettal of Amendment 115; or</p> <p>(2) the actual number of lots produced by the land holding of an owner where the additional cost contribution rate applies;</p> <p>C1 = Common Infrastructure work costs;</p> <p>and then dividing the Common Infrastructure work costs by the subdivision potential of the balance of the Area of the Development Contribution Area remaining unsubdivided where the additional cost contribution per lot rate applies, excluding those land uses in Clause 3.3 of Development Contribution Plan No.3 and Clause 5A4.4, and multiplying that area by the density rate prescribed in the Infrastructure Cost Schedule.</p> <p>(ii) $C1 \div D1 = E1$</p> <p>Where:</p> <p>D1 = the number of lots to be produced to achieve the density rate prescribed in the Infrastructure Cost Schedule for the area equivalent of the unsubdivided balance area of the Development Contribution Area where the additional cost contribution per lot rate applies, excluding those land uses in Clause 3.3 of Development Contribution Plan No.3 and Clause 5A4.4;</p> <p>E1 = the additional Contribution Cost Per Lot.</p> <p>(d) The additional Cost Contribution payable by each owner of land in the Development Contribution Area where an additional rate applies as specified in the Infrastructure Cost Schedule, is calculated by multiplying the number of freehold lots produced from the owner's land by the additional Contribution Cost Per Lot.</p> <p>(ee) Cost Contributions shall not be payable for land that is used for government school sites, public open space and any other public purpose land uses approved by the local government for exclusion from the Cost Contributions.</p> <p>3.4.3</p> <p>Determination of Potential Lots to Which the Contribution Cost Per Lot Applies -</p> <p>In addition to the number of lots on which the Cost Contribution payable by each owner pursuant to the Cost sharing arrangement included in subclause 3.4.2 of Development Contribution Plan No.3</p>

No .	Description of Land	Contribution Arrangements
		<p>is assessed, a further Contribution Cost Per Lot shall be payable on the potential lots/dwellings capable of being produced, assessed in accordance with the following provisions:</p> <p>(a) where land is identified by the local government as having potential or the capability of being developed for Grouped Dwellings housing or Aged or Dependent Persons Dwellings development, the Contribution Cost Per Lot will be charged on the basis that the lot has residential subdivision potential at the time that lot is created. This shall be calculated by the local government as follows:</p> <p>(i) for lots of 5,200m² or less, by dividing the total land area of the lot by 400m² to the nearest 400m² unit and rounding down; or</p> <p>(ii) for lots greater than 5,200m², at a rate of 13 lots per hectare of land, rounded up or down to the nearest whole number of lots;</p> <p>to derive the number of lots the land has potential for or is capable of producing.</p> <p>(b) where the local government is satisfied that an area of land is intended to be developed as a private educational establishment and the local government considers it appropriate in the circumstances, the Cost Contribution may be charged a Nominal Contribution as per Clause 3.5 of Development Contribution Plan No.3;</p> <p>(c) where land has been identified by the local government to be used for a place of worship, commercial, office, shop, child care premises, bulky goods showroom or any other non-residential use, the Contribution Cost will be calculated by multiplying the Contribution Cost Per Lot by the area of the lot and then dividing by 1000. No rounding is to apply to this calculation;</p> <p>(d) where a subdivision is proposed for land on which a dwelling exists and a smaller lot is created to contain the dwelling, the lot containing the dwelling ("the existing house lot") will be subject to a Contribution Cost Per Lot based on subclauses 3.4.3(a) of Development Contribution Plan No.3. If, however, the owner of such land can demonstrate that the size of the existing house lot is required to accommodate the dwelling, landscaping and other outbuildings associated with that dwelling and that the actual development potential of that lot may not exist without substantial cost and redevelopment, then the local government may, at its discretion, reduce the Contribution Cost Per Lot payable for the existing house lot provided any future change of use, subdivision or development of the existing house lot will incur further contributions as outlined in subclause 3.4.2 and 3.4.3(a) to (c) of Schedule 9B;</p> <p>(e) where a subdivision of the kind contemplated in subclause 3.4.3(d) of Development Contribution Plan No.3 is proposed the local government may impose on the balance of the lot excluding the existing house lot ("the remaining land") a Contribution Cost Per Lot on the development potential of that</p>

No .	Description of Land	Contribution Arrangements
		<p>lot as prescribed in subclause 3.4.3(a) of Schedule 9B. The local government may reduce or defer such payment if:</p> <ul style="list-style-type: none"> (i) the owner of such a lot can demonstrate that the subdivision was primarily carried out to create the existing house lot and to effect the sale of the remaining land; and (ii) the size of the remaining land is such that it will be developed in stages or will be further subdivided. <p>3.5 Nominal Contributions</p> <p>3.5.1</p> <p>A Nominal Contribution applies to areas of land agreed by the local government as being for the exclusive use of a private educational establishment at a rate of 0.3% of the full value of the educational establishment development approval. The Nominal Contribution will be required as a condition of development and / or subdivision.</p> <p>3.5.2</p> <p>Where a change of land use occurs for land for which previous development had been subject to a Nominal Contribution, an additional Cost Contribution will be required to bring the total Cost Contributions for that land at the date the liability for the additional Cost Contribution falls due, up to the equivalent rate for the new land use on the basis of the Contribution Cost Per Lot specified in Clause 3.4 of Development Contribution Plan No.3.</p> <p>3.5.3</p> <p>Where a Cost Contribution has been paid by an Owner and the local government subsequently approves a Nominal Contribution for a specified area of the land for which the Cost Contribution has been paid, the difference between the paid Cost Contribution and the subsequent Nominal Contribution shall be deemed a Credit to that Owner.</p> <p>3.6 Common Infrastructure Works</p> <p>3.6.1</p> <p>The following are classified as Common Infrastructure Works which shall be paid for by the affected Owners located within the Development Contribution Area No.3 and are presented in the form of General Works and Specified Works below:</p> <p>3.6.2 General Works</p> <ul style="list-style-type: none"> (a) All costs incurred by the local government associated with the preparation, processing and gazettal of the Development Contribution Plan No.3 and subsequent amendments, Infrastructure Cost Schedule and provisions under the scheme or former Town Planning Scheme No.2, including but not limited to any environmental assessment as required by the Department of Environmental Protection (DEP) and Environmental Protection Authority (EPA). (b) The acquisition of land, including associated infrastructure and structures, for the roads, intersections, sewerage pumping station(s), arterial drainage land for multiple use corridor,

No .	Description of Land	Contribution Arrangements
		<p>community facilities and Conservation Category Wetlands included in the Specified Works in subclause 3.6.3 of Development Contribution Plan No.3.</p> <p>(c) Any compensation paid or payable for or in respect of the provision of any of the Common Infrastructure Works or facilities referred to in Development Contribution Plan No.3, or in the administration of Part 5A and Development Contribution Plan No.3.</p> <p>(d) Any consulting fees agreed to by the local government associated with designing and undertaking of the Common Infrastructure Works, including but not limited to surveying, engineering, planning, quotes and certification of estimated costs, environmental, project management and landscaping.</p> <p>(e) The provision of any road listed in the Specified Works in subclause 3.6.3 of Development Contribution Plan No.3, including but not limited to land acquisition, earthworks, shared paths, cycleways, footpaths, traffic management devices, limited landscaping, stabilisation of verges, the formation, preparation, priming and sealing of the road and the provision of kerbing, drainage, service ducts, intersection treatments and lighting and costs associated with the relocation of existing services in connection with the road or in the road reserve.</p> <p>(f) Any environmental remediation or improvement including the removal of any contaminant and peat associated with the Specified Works referred to in Clause 3.6.3 Development Contribution Plan No.3.</p> <p>(g) All costs incurred by Council associated with the preparation, administration and management of the Development Contribution Plan and Infrastructure Cost Schedule including but not limited to bank charges, audit fees, office and sundry costs, legal expenses, valuation fees, reviews of land values and costs, caveat and conveyancing fees, Council staff salaries including a Co-ordinator/Manager of the Development Contribution Plan, any interest costs incurred by Council in respect to loan funds required to provide timely implementation of any of the listed Common Infrastructure Works or related costs, any claims for injurious affection and the costs of establishing any required system to facilitate the administration and the ongoing management of Development Contribution Plan and Infrastructure Cost Schedule along with the specific requirements of the Scheme pertaining thereto.</p> <p>3.6.3 Specified Works</p> <p>(1) Wright Road between Ranford Road and the northern boundary of Lot 50 Wright Road:</p> <p>(a) 100% of the total cost to acquire any road widenings for the ultimate road reserve, minus contributions from Lots 82, 106 and 107 Wright Road.</p> <p>(b) 100% of the total cost of all road works and structures between the northern boundary of Lot 50 and Ranford</p>

No .	Description of Land	Contribution Arrangements
		<p>Road, minus contributions or land ceded free of cost from adjoining lots and / or from any other developments or subdivisions with a nexus to the road works.</p> <p>(2) Warton Road between the southern boundary of Lot 201/northern boundary of Lot 388 and Armadale Road:</p> <p>(a) 100% of the total cost to acquire any road widenings for the ultimate road reserve for Warton Road and roundabout at the intersection of Warton Road and Mason Road, minus any contributions and grants from external sources.</p> <p>(b) 100% of the total cost of constructing the full earthworks, one carriageway, roundabout intersection, cycle facilities and all structures, minus any contributions and grants from external sources.</p> <p>(c) 100% of the cost of temporary intersection works/upgrading of the intersection of Armadale Road and Warton Road, including any road widenings, minus any contributions and grants from external sources.</p> <p>(3) Nicholson Road between Warton Road and Armadale Road:</p> <p>(a) 100% of the total cost to acquire any road widenings for the ultimate road reserve and the ultimate traffic signalised intersection in the proposed North Forrestdale town centre.</p> <p>(b) 100% of the total cost of constructing the full earthworks, two dual carriageways and all structures.</p> <p>(c) 100% of the total cost of upgrading the intersection and installing traffic signals in the proposed North Forrestdale town centre.</p> <p>(d) 100% of the cost of temporary intersection works/upgrading of the intersection of Armadale Road and Nicholson Road, including any road widenings, minus any contributions and grants from external sources.</p> <p>(e) A contribution towards landscaping works.</p> <p>(4) Mason Road between Warton Road and 550 metres east of Warton Road:</p> <p>(a) 100% of the total cost to acquire any road widenings for the ultimate road reserve.</p> <p>(b) 100% of the total cost of constructing the full earthworks, one carriageway and all structures.</p> <p>(5) Intersections with Ranford and Armadale Roads:</p> <p>(a) 100% of the total cost to acquire any road widenings located within the local government of Armadale for the ultimate traffic signalised intersection, at Ranford Road</p>

No .	Description of Land	Contribution Arrangements
		<p>and Wright Road except those areas ceded free of cost from adjacent lots.</p> <p>(b) A contribution to the cost of upgrading the intersection at Ranford Road and Wright Road and installing traffic signals.</p> <p>(c) 100% of the cost of temporary intersection works/upgrading of the intersection of Armadale Road and Wright Road, including any road widenings, minus any contributions and grants from external sources;</p> <p>(d) 75% of the cost of temporary intersection works/upgrading of the intersection of Armadale Road and the distributor road to the Primary School, including any road widenings, minus any contributions and grants from external sources.</p> <p>(6) Regional Path Network:</p> <p>(a) A contribution towards the total cost of constructing the Regional Path Network within Development Control Area No.3 as identified in the adopted Infrastructure Cost Schedule.</p> <p>(b) A contribution towards the total cost of constructing the principal shared path on Wright Road between Nicholson Road and Ranford Road.</p> <p>(c) A contribution towards the cost of a shared path along Armadale Road from Warton Road to Anstey Road.</p> <p>(d) A contribution towards the cost of shared paths within Lot 5000 Reilly Road and Skeet Road between Keane Road and Ranford Road as identified in the adopted Infrastructure Cost Schedule.</p> <p>(7) Arterial Drainage and Water Management:</p> <p>(a) 100% of the cost of acquiring land for the arterial drainage multiple use corridors up to 10 year average recurrence interval event for Balannup Drain and the arterial drainage land for the open channel adjacent to Reilly Road as identified in the adopted Infrastructure Cost Schedule.</p> <p>(b) A contribution of approximately 100% of the cost of constructing an open channel in the multiple use corridor and 100% of the cost of constructing the arterial drainage channel adjacent to Reilly Road.</p> <p>(c) 100% of the cost of constructing Skeet Road pipe work, culverts and pavement reconstruction and reinstatement of Nicholson Road, Mason Road and any other portion of road pavement modified to install arterial drainage.</p> <p>(d) Maintenance works in Balannup Drain.</p> <p>(e) A contribution to the cost of providing pre and/or post development water quality data, monitoring and Water</p>

No .	Description of Land	Contribution Arrangements
		<p>Management initiatives as specified in the Infrastructure Cost Schedule.</p> <p>(f) 100% of the cost of acquiring land or easements for the arterial drainage multiple use corridors up to 10 year average recurrence interval event for part of James Drain north of the Armadale Road, and James Drain south of Armadale Road to Forrestdale Lake, as identified in the adopted Infrastructure Cost Schedule.</p> <p>(g) 100% of the cost of implementing administrative measures to ensure access in perpetuity along James Drain from Armadale Road to Commercial Road for the local government of Armadale and any other drainage utilities responsible for management of the drain.</p> <p>(h) Initial maintenance works in James Drain from the northern boundary of Armadale Road to Forrestdale Lake including upgrading of the drainage channel and including upgrading culverts at the road crossings including those at Armadale Road and Nicholson Road.</p> <p>(8) Community and Recreation Facilities:</p> <p>(a) A contribution to the cost of district sporting and community facilities, including sporting/community buildings, change rooms, toilets, playground, multiple purpose courts, associated facilities and the upgrade of an existing multiple purpose sporting oval.</p> <p>(b) 100% of the total cost of a community facility on Lot 48 Nicholson Road including change rooms, toilets and associated facilities.</p> <p>(c) 100% of the total cost to acquire the land and existing building on Lot 49 Keane Road and 72% of the cost of the refurbishment of the existing homestead dwelling, car parking, playground and landscaping for a community facility.</p> <p>(d) Contribution towards the provision of sporting facilities at Carey Baptist College – Lot 1000 Wright Road to provide public sporting facilities including 50% of the cost of car parking, change rooms and toilets.</p> <p>(e) 100% of the total cost to construct sporting and community facilities, including land acquisition, sporting / community buildings, change rooms, car parking, toilets and playgrounds on public open space identified on the Structure Plan abutting proposed primary schools where applicable, in the West Piara Urban Precinct identified in MRS Amendment 1369/57, and in Harrisdale within the area generally bounded by Ranford Road, Wright Road, Reilly Road and Skeet Road.</p>

No .	Description of Land	Contribution Arrangements
		<p>(f) A contribution as defined in Infrastructure Cost Schedule to the total cost to construct a senior multiple purpose sporting oval and acquire land where applicable as follows:</p> <p>(i) adjoining each of the public primary schools where applicable minus contributions from the Department of Education when they become available for ovals shared with public primary schools;</p> <p>(ii) a senior multiple purpose sporting oval in the West Piara Urban Precinct area in MRS Amendment 1369/57;</p> <p>(iii) a senior multiple purpose sporting oval in Harrisdale within the area generally bounded by Ranford Road, Wright Road, Reilly Road and Skeet Road; and</p> <p>(iv) a senior multiple purpose sporting oval on Lot 48 Nicholson Road.</p> <p>(g) 100% of the cost of building a combined sporting pavilion/ community meeting rooms on the proposed public open space in the area known as Structure Plan (SP) South, inclusive of change rooms, toilets, storage, community meeting space, car parking, a playground and landscaping, minus any probable or received grant funding.</p> <p>(h) 100% of the cost of building a combined sporting pavilion / community building on the proposed open space in the area known as Structure Plan (SP) East, including, but not limited to, change rooms, ovals, toilets, storage, community meeting spaces, car parking, a playground, landscaping, irrigation, earthworks and site fill minus any probable or received grant funding, and any contribution obtained from the Department of Education for a shared oval facility as specified in the Infrastructure Cost Schedule.</p> <p>(9) Regional Sewer Infrastructure and 132KV Power Lines:</p> <p>(a) 100% of the total cost to acquire the land for the sewer pump station buffer zone (public open space that is non-creditable) on Lot 49 Keane Road and Lot 50 Wright Road.</p> <p>(b) Reimbursement of the portion of the cost of constructing the sewer pumping station and temporary pressure mains, which are not prefunded by the Water Corporation.</p> <p>(c) Contribution towards the cost to reconfigure the 132 KV power lines to an urban standard on current alignment as specified in the Infrastructure Cost Schedule. Other relocation costs to be met by individual subdividers.</p>

No .	Description of Land	Contribution Arrangements
		<p>(10) Conservation Category-Wetlands:</p> <ul style="list-style-type: none"> (a) 100% of the total cost to acquire the core area of the rehabilitated conservation category wetlands on Lot 49 Wright Road. (b) Contribution towards the costs of acquisition and/or betterment of the rehabilitated Wetland UFI 14880 (as amended) located on Lot 200 on DP 415389 Skeet Road, Harrisdale. (c) Contribution towards the costs of acquisition and/or betterment of the rehabilitated wetland UFI 7176 (as amended) located on various lots within the West Piara Waters Precinct. <p>(11) Keane Road between Skeet Road and Anstey Road-</p> <ul style="list-style-type: none"> (a) A 33% contribution to the total cost of constructing this section of Keane Road, including any roundabouts and/or traffic management devices. If environmental approval is not granted for the construction of Keane Road, then the local government is required to refund the contributions paid by subdividers towards the construction of Keane Road (together with any interest earned), with the exception of the roundabout at Skeet Road and Keane Road. <p>(12) Balannup Road between the southern boundary of Lot 5000 Reilly Road and Ranford Road—</p> <ul style="list-style-type: none"> (a) 100% of the total cost to acquire any road widenings for the ultimate road reserve for Balannup Road. (b) 100% of the total cost of constructing the full earthworks, one carriage way and all structures, including a culvert, shared path, pedestrian crossings over Balannup Drain and a roundabout at the intersection of Reilly Road. <p>(13) Reilly Road between the existing cul-de-sac of Reilly Road and Balannup Road—</p> <ul style="list-style-type: none"> (a) 100% of the total cost of constructing the full earthworks, one carriage way and all structures including shared path, roundabout, traffic calming devices and associated road pavement tie in. <p>(14) Skeet Road—</p> <ul style="list-style-type: none"> (a) 100% of the cost of constructing Skeet Road, the full earthworks, one carriage way and all structures (including roundabouts) between Keane Road and the northern boundary of the proposed primary school in the area referred to as Structure Plan (SP) East, minus a 50% contribution from the Department of Education for the portion(s) of Skeet Road directly abutting the proposed primary school site and high school site.

No .	Description of Land	Contribution Arrangements
		<p>(b) 100% of the cost of constructing the Skeet Road culverts, pedestrian crossings, associated road pavement tie in, and pavement reconstruction between the southern boundary of Lot 5000 Reilly Road and the existing Skeet Road pavement adjacent to Lot 515 Skeet Road.</p> <p>(c) 100% of the cost of fencing along the Skeet Road reserve abutting Lots 171, 67 and 65 Skeet Road, Forrestdale.</p> <p>(d) 100% of the total cost of constructing a roundabout at the intersection of Skeet Road and Reilly Road including the cost to acquire any road widenings for the ultimate road reserve.</p> <p>(e) 100% of the total cost to acquire any road widenings for the ultimate road reserve for Skeet Road between Reilly Road and Ranford Road.</p> <p>(f) 100% of the total cost of constructing Skeet Road between Reilly Road and Ranford Road, including the full earthworks, drainage, one carriage way, intersection at Ranford Road and all structures.</p> <p>(15)(a) 100% of the cost of fencing / bollards, gates and signage, dieback management / mapping, revegetation / landscaping and initial weed management of Shepherd Court Reserve.</p> <p>(16)(a) 100% of the cost of fencing / bollards, gates and signage, dieback management / mapping, revegetation / landscaping and initial weed management of Balannup Lake Reserve south of Ranford Road in consultation with the Department of Parks and Wildlife.</p> <p>3.7 Credits for Common Infrastructure Works</p> <p>Where a credit is recorded in respect to any Owner it may be used as payment of future Cost Contribution required from that Owner or the Owner may apply for reimbursement, which shall be paid out without any interest payment, when the local government deems sufficient funds have accumulated to cover any such claims and the outstanding and anticipated Common Infrastructure Works costs are estimated to be fully recoverable from the anticipated future subdivision and development. Where several subdividers have accumulated such credit, the local government may satisfy refunds in staged payments in proportion to the credit amounts held by each subdivider.</p> <p>3.8 Provision of Land for Common Infrastructure Works</p> <p>Where the Infrastructure Cost Schedule includes a land component for a Common Infrastructure work on the relevant lot for which a Cost Contribution or Nominal Contribution is due, an Owner shall cede to the Crown or transfer to the local government the required Common Infrastructure work land at the first stage of subdivision and/or development for that particular landholding or by prior agreement at</p>

No .	Description of Land	Contribution Arrangements
		<p>an alternative date agreed by the local government. If the value of the land determined in-accordance with this Schedule exceeds the total Cost Contribution for that Owner, the excess value shall be attributed as a credit to the Owner.</p> <p>3.9 Overdue Cost Contributions</p> <p>Any overdue Cost Contribution to Common Infrastructure Works shall be a liquidated debt due to the local government of Armadale by the Owner of such land (including the subdivider of the land) and may be recovered by the local government in a court of competent civil jurisdiction.</p> <p>3.10 Prefunding of Common Infrastructure Works</p> <p>3.10.1</p> <p>An owner of land within the Development Contribution Area may, with the prior written approval of the local government, undertake implementation of any of the Common Infrastructure Works referred to in Clause 3.6 of Development Contribution Plan No.3. Where an owner wishes to undertake implementation of Common Infrastructure Works, with the exception of land required for a Common Infrastructure work, the owner shall, before commencing to carry out such works, first lodge a prefunding application for the cost of the Common Infrastructure Works with the local government, which reserves the right to review and accept or reject the prefunding application, and to permit or prevent the owner from carrying out the works until such time as the owner's prefunding application has been agreed. The local government will endeavour to respond to an owner's prefunding application within sixty (60) days.</p> <p>3.10.2</p> <p>If the local government agrees that an owner can pre-fund the Common Infrastructure Works, the owner shall at all times maintain proper and itemised records of all relevant expenditure, including receipts and invoices and provide copies of the same to the local government on request. Where the cost of carrying out such works exceeds the amount of the prefunding application originally agreed to by the local government, the local government may accept or reject the additional cost or any part thereof.</p> <p>Any dispute regarding the entitlement of the owner to additional reimbursement from the Development Contribution Area Account, except for any land required for a Common Infrastructure work, shall in the first instance be discussed at a meeting attended by the Owner and local government representatives who shall endeavour to reach agreement.</p> <p>Any dispute not settled at the meeting regarding the entitlement of the owner to additional reimbursement from the Development Contribution Area Account, except for any land required for a Common Infrastructure work, shall be then referred to the arbitration of a single arbitrator in the manner provided by the Commercial Arbitration Act 1985 and if the parties are unable to agree upon the arbitrator he may be nominated by the President for the time being</p>

No .	Description of Land	Contribution Arrangements
		<p>of the Law Society of Western Australia (or its successor) on the application of any party. The arbitrator shall be bound by the provisions of Part 5A of the scheme, Development Contribution Plan No.3 the Development Contribution Plan and the Infrastructure Cost Schedule.</p> <p>3.10.3</p> <p>An owner who undertakes pre-funded works or provides land in accordance with Clause 3.8 should lodge a first and final claim for credit or reimbursement that includes relevant records within one year of completing the agreed works, unless agreed otherwise by the local government. If a claim for credit or reimbursement is not lodged within one year, the local government may determine that the time period for claiming credit or reimbursement has expired and it is no longer liable for payment of the prefunded works or land.</p> <p>3.10.4</p> <p>Where the local government accepts a claim for a credit or an entitlement to re-imbusement for the carrying out the implementation of Common Infrastructure Works, the local government shall record the extent of the claim and if necessary adjust the Infrastructure Cost Schedule accordingly or defer the adjustment to the next review undertaken as per Clause 3.13 of Development Contribution Plan No.3.</p> <p>3.10.5</p> <p>Where an owner seeks a credit for a contribution to Common Infrastructure Works (whether by the provision of land or the construction of any works) against his Cost Contribution liability and the local government has previously agreed to the carrying out of such works by that owner on that basis, then the credit to be given to the owner will be calculated on the basis of the cost agreed by the local government under subclauses 3.10.1 and 3.10.2 of Development Contribution Plan No.3 provided the credit is sought before the period identified in subclause 3.10.3.</p> <p>3.10.6</p> <p>Notwithstanding subclause 3.10.4 above, where an owner has pre-funded Common Infrastructure Works and the credit allowed by the local government exceeds the obligation for payment towards Contribution Costs by the owner under this Development Contribution Plan and Infrastructure Cost Schedule, the owner should be refunded the excess after the local government has received sufficient contributions from other owners in that Development Contribution Area towards meeting the anticipated Common Infrastructure Works and having regard to the priority of Common Infrastructure Works.</p> <p>3.11 Ability to Raise Loans to Undertake Common Infrastructure Works</p> <p>The local government may raise loans for the purpose of providing the finance necessary for the implementation of Common Infrastructure Works at a timing and order of prioritisation determined by the local government with any interest or charges</p>

		<p>incurred in raising loans or carrying out such work deemed to be a Common Infrastructure Work cost.</p> <p>3.12 Acquisition of Land for Common Infrastructure Works, Payment, Valuation, Compulsory Acquisition, and Assessed Value</p> <p>3.12.1</p> <p>The provisions of Clauses 5A.9.2 to 5A.9.6 of the scheme do not apply to Development Contribution Plan No.3. The following variations apply to the acquisition of land for Common Infrastructure Works, calculation of Costs and valuation of land within Development Contribution Area No.3.</p> <p>3.12.2</p> <p>Where land has been compulsorily acquired and a lawful claim for compensation has been served on the Council, the Council may claim compensation for betterment under Section 184 of the Planning and Development Act 2005 and the value attributed to the betterment of the land the subject of the claim shall be set off against any compensation otherwise payable to the claimant under the Land Administration Act 1997 or any re-enactment of its provisions related to compulsory acquisition and compensation.</p> <p>3.12.3</p> <p>(a) The Council may at any time ascertain the value of any land in the Development Contribution Plan for the purpose of estimating Common Infrastructure Work costs, payments and Cost Contributions.</p> <p>(b) If it is necessary, for any purpose to ascertain the value of any land, such value should be determined by two licensed valuers appointed from time to time by the local government herein referred to as "the Valuation Panel". The members of the Valuation Panel may confer as to value, and if they are unable to arrive at a consensus value, they shall confer with the Chief Executive Officer of the local government ("CEO") or the officer to whom the CEO delegates that function from time to time. If the valuers with the officer cannot arrive at a consensus value then the officer shall select a value which represents the median value between the two values nominated by the valuers on the Valuation Panel and will be advertised under the next following paragraph (c) ("the Proposed Value").</p> <p>The Valuation Panel may determine more than one Assessed Value in the Development Contribution Plan area, where the local government or the Panel identifies that there are significant differences in land values within areas of the Development Contribution Plan.</p> <p>(c) As soon as possible after the Proposed Value or Proposed Values have been ascertained it should be advertised for a period of not less than 28 days to allow for submissions to be made in regard to the Proposed Value or Proposed Values. Proposed Values may be advertised concurrently as part of an Infrastructure Cost Schedule review carried out in accordance with Clause 3.13.</p>
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		<p>An owner who lodges an objection under this clause shall submit with the objection supporting evidence from a suitably qualified person in the specific field being objected to.</p> <p>(d) The local government shall as soon as possible consider all submissions made on the Proposed Value or Proposed Values and may refer any submission to the Valuation Panel for comment, but where a submission is accompanied by expert valuation advice based on the valuation principles contained in Development Contribution Plan No.3, it should be referred by the local government to the Valuation Panel for comment.</p> <p>Having considered the submissions and any comment from the Valuation Panel, the local government shall fix upon the value or values to be applied under the Infrastructure Cost Schedule and Development Contribution Plan No.3 in Schedule 9B (“the Assessed Value or Assessed Values”) until the next Assessed Value or Assessed Values has been determined.</p> <p>(e) It is intended that any Assessed Value or Assessed Values should apply for no more than 13 months but while an Assessed Value or Assessed Values remains current it shall stand as the value of land within the Development Contribution Plan and Infrastructure Cost Schedule for all purposes under Development Contribution Plan No.3 and Part 5A of the scheme and the Infrastructure Cost Schedule.</p> <p>(f) Where land is ceded or acquired for a Common Infrastructure Work, otherwise than by compulsory taking, for the purpose of determining the amount to be paid to the owner from whom the land is acquired, the value of the land shall be calculated according to the same Assessed Value as was applied to the Cost Contribution paid or payable by that owner on the clearance by the local government of the subdivision of land in the same deposited plan as contains the land acquired.</p> <p>3.12.4</p> <p>In ascertaining the Assessed Value or Assessed Values under subclause 3.12.3 of Development Contribution Plan No.3, all land shall be valued in its broad acre form as depicted on 1 January 2004, ignoring any services or infrastructure provided in accordance with the provisions of the relevant Local Structure Plan and applying the following principles:</p> <p>(a) regard is to be had to the land classifications and zonings existing at the date of valuation;</p> <p>(b) the date of valuation is to be the date on which the local government nominates;</p> <p>(c) ignoring any improvements or works on the land;</p> <p>(d) the land should be valued without regard to the Common Infrastructure work and the purpose for which the land is acquired shall not be taken into consideration;</p> <p>(e) in selecting relevant sales evidence, regard should be had first to values derived from land in the same area, and if there is not</p>

No .	Description of Land	Contribution Arrangements
		<p>adequate evidence, from nearby or similar land in the area, in priority to any other sales evidence;</p> <p>(f) the conservation category wetland land identified in Development Contribution Plan No.3 is to be valued at 62.5% of the Assessed Value of nearby Urban zoned land;</p> <p>(g) the method of valuation shall otherwise be in accordance with normal fair market valuation principles.</p> <p>3.12.5</p> <p>Where land is acquired in the circumstances contemplated in subclause 3.12.3(f) of Development Contribution Plan No.3, the Council shall pay to the owner an additional amount not more than 10% of the amount calculated under that Clause.</p> <p>3.12.6</p> <p>Where land required for Common Infrastructure Works is ceded to the Crown or acquired by the local government prior to the Minister for Planning and Infrastructure granting final approval and publication of Amendment No.12 in the Government Gazette, the appointment of the Valuation Panel by the local government under of Development Contribution Plan No.3, or adoption of the Infrastructure Cost Schedule by the Council, the land shall be valued in-accordance with the subclauses 3.12.1 to 3.12.5 of Development Contribution Plan No.3 by the Valuation Panel and the date of valuation shall be the date the land for the Common Infrastructure Work is acquired by the local government or the local government issues its clearance to the deposited plan that contains the Common Infrastructure work land, whichever is the earlier</p> <p>3.13 Revision of Infrastructure Cost Schedule, Contribution Costs, Estimated Lot Yields and Areas Capable of Being Developed</p> <p>3.13.1</p> <p>The local government shall from time to time review Contribution Costs and the Infrastructure Cost Schedule provided such reviews are conducted at least on an annual basis.</p> <p>3.13.2</p> <p>The local government shall, at the time it reviews Contribution Costs and the Infrastructure Cost Schedule review:</p> <p>(a) the Estimated Lot Yield;</p> <p>(b) the Contribution Cost per Lot;</p> <p>(c) the remaining area of the Development Contribution Plan which is capable of being developed;</p> <p>(d) Assessed Values;</p> <p>having regard for the actual lots produced in the Development Contribution Plan since the last review, the remaining Common Infrastructure Works, any amendments to the Local Structure Plan and any other factors the local government considers relevant.</p>

No .	Description of Land	Contribution Arrangements
		<p>3.13.3</p> <p>When calculating or reviewing Contribution Costs and the Infrastructure Cost Schedule, the local government will have regard to the value of the land required for Common Infrastructure Works and include an amount of 10% over and above the Assessed Value of such land, to ensure that the local government has or will receive sufficient funds in the Development Contribution Plan Account to acquire land for Common Infrastructure Works to meet its obligations for appropriate payment to such owners, and ensure the Common Infrastructure Works can be completed in a manner that minimises the need for external borrowing. The local government may also apply a further amount above the Assessed Value to recognize any compulsory taking of land and/or acquisition of structures.</p> <p>3.13.4</p> <p>The local government, in reviewing the various elements pursuant to subclauses 3.13.1 and 3.13.2 above, may revise or amend any of those elements and any Contribution Costs payable by an owner of land in the Development Contribution Plan Infrastructure Cost Schedule.</p> <p>3.13.5</p> <p>Following revision or amendment of the elements mentioned in subclauses 3.13.1 to 3.13.3 inclusive, the local government shall notify by way of public advertising the outcome of the review advising of the availability of details concerning the review and revisions and inviting comment.</p> <p>3.13.6</p> <p>Following the issue of the invitation pursuant to subclause 3.13.5, a period of 28 days shall be allowed from the date such advertising commenced for an owner affected by the review to object to the revision of Contribution Costs and any other finding of the review. Objections to Proposed Values advertised as part of the Infrastructure Cost Schedule Review" shall be dealt with under Clause 3.12 of Schedule 9B.</p> <p>An owner who lodges an objection under this clause shall submit with the objection supporting evidence from a suitably qualified person in the specific field of the cost revision being objected to and can only object to those elements that have been altered as part of the review.</p> <p>3.13.7</p> <p>Any objection received by the local government in accordance with subclause 3.13.6 shall be:</p> <ul style="list-style-type: none"> (i) discussed at a meeting between suitably qualified representatives of the Owner and the local government who shall endeavour to reach agreement; then (ii) assessed and determined by the local government; and (iii) if the objecting Owner objects to the local government's determination it-should be referred by the local government or

No .	Description of Land	Contribution Arrangements
		<p>Owner to the arbitration of a single arbitrator in the manner provided by the Commercial Arbitration Act, 1985. The arbitrator shall be bound by the provisions of Part 5A and Development Contribution Plan No.3 and Infrastructure Cost Schedule.</p> <p>3.13.8</p> <p>If the parties are unable to agree upon the arbitrator, the arbitrator may be nominated by the President for the time being of the Law Society of Western Australia (or its successor) on the application of any party. The costs of each party involved in the arbitration process will be borne by that party, however, in the case where the arbitrator believes an objection to be frivolous or where a party has unnecessarily frustrated the process of arbitration, the Arbitrator may at his discretion, award costs against the erring party.</p> <p>3.13.9</p> <p>If objections are received under subclause 3.13.7 (iii) the local government may adopt a revised Infrastructure Cost Schedule and Cost Contribution per lot using a value being the average of that identified by the local government and by the Owner until such time as the arbitration is determined.</p> <p>3.13.10</p> <p>When a dispute has been determined by arbitration under subclause 3.13.7 (iii), the Infrastructure Cost Schedule shall be amended in accordance with the decision of the arbitrator and the Cost Contribution per lot recalculated.</p> <p>3.14 Expiration of Development Contribution Plan</p> <p>This Development Contribution Plan should expire fifteen (15) years from the date of gazettal of Amendment No.12, however, may also be extended for further periods, with or without modification, by subsequent Scheme Amendments.</p> <p>3.15 Preliminary Contribution Payments</p> <p>3.15.1</p> <p>Where an owner or former owner of land in Development Contribution Area No.3 has made a Preliminary Contribution Payment towards their Cost Contribution, prior to the gazettal of Amendment No.12 to Town Planning Scheme No.4 and adoption of the Infrastructure Cost Schedule by the local government under Part 5A and Development Contribution Plan No.3, then the Preliminary Contribution Payment will be credited towards the Cost Contribution required under Clauses 5A.5 and 5A.6 of the scheme and Schedule 9B.</p> <p>3.15.2</p> <p>Should an owner's or former owner's Preliminary Contribution Payment be less than the required Cost Contribution, which is to be determined after the gazettal of Amendment No.12 to Town Planning Scheme No.4 and at the time the Council adopts the Infrastructure Cost Schedule, the local government may seek a further payment from those owners who have made such Preliminary Contribution Payments, which represents the difference</p>

No .	Description of Land	Contribution Arrangements
		<p>between such Preliminary Contribution Payments and the amount of the owner's Cost Contribution calculated as if the payment was made at the time the Infrastructure Cost Schedule is adopted by the local government. Owners shall make the further payment stipulated by the local government within thirty (30) working days of receiving a written request from the local government, unless otherwise agreed by the local government.</p> <p>3.15.3</p> <p>Should an owner's or former owner's Preliminary Contribution Payment be more than the Cost Contribution required after the gazettal of Amendment No.12 to Town Planning Scheme No.4 and at the time the local government adopts the Infrastructure Cost Schedule, then the Owner is entitled to a credit or refund, which represents the difference between such Preliminary Contribution Payments and the amount of the owner's Cost Contribution calculated as if the payment was made at the time the Infrastructure Cost Schedule is adopted by the Council. If the owner seeks a refund for the difference, the local government shall endeavour to make such a payment within thirty (30) working days or as soon as the necessary funds are available in the relevant account.</p>

PART 5A: DEVELOPMENT CONTRIBUTION AREAS

This Part is to enable a Development Contribution Plan to be prepared to share the costs of the provision of specific items of infrastructure across a number of landowners in the Development Area.

- 5A Development Contribution Areas are described in Special Control Area Map 3 and Schedule 9A and Schedule 9B, which sets out the infrastructure to which cost sharing arrangements relate and the cost sharing arrangements which apply.

5A.1 Interpretations

In this part, unless the context otherwise requires:

“**Cost Contribution**” means the contribution to the cost of Infrastructure payable by an Owner under this part, Schedule 9A or 9B and the applicable Development Contribution Plan;

“**Infrastructure**” means services and facilities which, in accordance with the Commission’s policy, it is reasonable for Owners to make a Cost Contribution towards; and

“**Owner**” means an owner of land that is located within a Development Contribution Area.

5A.2 Purpose

- (a) To identify areas requiring Cost Contributions that relate to subdivision and development.
- (b) To provide for the equitable sharing of the costs of Infrastructure between Owners and in particular, to ensure that Cost Contributions are only required towards such Infrastructure as is reasonably required as a result of the subdivision and development of land in the Development Contribution Area.
- (c) To coordinate the timely provision of Infrastructure.

5A.3 Development Contribution Plan Pre-requisite to Subdivision and Development

- 5A.3.1 Where a Development Contribution Area is prescribed in the Scheme, all Owners within that Development Contribution Area are required to make a Cost Contribution in accordance with the applicable Development Contribution Plan contained in Schedule 9A or Schedule 9B and the provisions of this part.
- 5A.3.2 The Development Contribution Plan for any Development Contribution Area does not have effect until it has been incorporated in Schedule 9A or Schedule 9B as part of the Scheme.
- 5A.3.3 Subject to clause 5A.3.4, the local government is not to support subdivision in a Development Contribution Area until a Development Contribution Plan is in effect and the Owner who has applied for subdivision and/or development has made arrangements in accordance with clause 5A.6.1 for the payment of the Owner’s Cost Contribution.
- 5A.3.4 Where a Development Contribution Plan is necessary but is not in effect, the local government may support subdivision and/or development where the Owner has made other arrangements satisfactory to the local government with respect to the Owner’s contribution towards the provision of Infrastructure in the Development Contribution Area.

5A.4 Content and Principles of Development Contribution Plans

- 5A.4.1 The Development Contribution Plan is to specify:
- (a) the Development Contribution Area to which the Development Contribution Plan applies;
 - (b) the Infrastructure to be funded through the Development Contribution Plan; and
 - (c) the method of determining the Cost Contribution of each Owner towards the Infrastructure to be funded through the Development Contribution Plan.
- 5A.4.2 (a) A Development Contribution Plan is to specify the period during which it is to operate, but in any event, should not operate for more than 5 years, unless specified in Schedule 9A or 9B or by Council.
- (b) The period during which a Development Contribution Plan is to operate may be extended by the local government and the Development Contribution Plan may be amended accordingly.
- 5A.4.3 The Development Contribution Plan for any Development Contribution Area is to be prepared in accordance with the following principles unless otherwise specified in Schedule 9A or 9B:
- (a) it is to provide for Cost Contributions to only the cost of such Infrastructure as fairly and reasonably relates to, and is reasonably required as a result of, the subdivision and development of land in the Development Contribution Area;
 - (b) it is to provide for Cost Contributions generally in accordance with the Commission's policies on developer contributions for Infrastructure;
 - (c) matters requiring land contribution, such as public open space, are to be treated as the cost of Infrastructure with any necessary adjustments to establish, where appropriate, a money equivalent;
 - (d) the Cost Contribution is to be based upon the proportion that the area or value of that Owner's land bears to the total area or value of land within the Development Contribution Area;
 - (e) the Cost Contribution is to take into account the highest and best uses attainable for the Owner's land; and
 - (f) the cost of Infrastructure is to be based on amounts expended, but when an expenditure has not occurred, it is to be based on the best and latest estimated costs available to the local government.
- 5A.4.4 For the purposes of paragraph 5A.4.3(d), in calculating both the area of an Owner's land and the total area of land in a Development Contribution Area, the area of land provided or required in that Development Contribution Area for:
- (a) roads designated under the region planning scheme as Primary Regional Roads and Other Regional Roads;
 - (b) existing public open space and land reserved for Parks and Recreation under the region planning scheme;
 - (c) government primary secondary schools and public utilities;
 - (d) such other land as is set out in the Development Contribution Plan; and
 - (e) the land areas of any other developments, which in the opinion of the Council have a limited subdivision or development potential, is to be excluded.
- 5A.4.5 (a) Where a Development Contribution Plan contains estimated costs, such estimated costs are to be reviewed at least annually by the local government in accordance with the best and latest information available to the local government until the expenditure on the relevant item of Infrastructure has occurred.

- (b) Where requested in writing by an Owner, the local government is to have such estimated costs independently certified by an appropriate qualified person at the owner's cost.

5A.4.6 Where any Cost Contribution has been calculated on the basis of an estimated cost for Infrastructure, the local government may:

- (a) adjust the Cost Contribution of any Owner in accordance with the revised estimated costs or the final expenditure; or
- (b) accept a Cost Contribution based upon estimated costs as a final Cost Contribution and may enter into an agreement with an Owner accordingly.

5A.4.7 Where an Owner's Cost Contribution is adjusted under clause 5A.4.6, the local government, on receiving a request in writing from an Owner, is to provide the Owner with a copy of estimated costs and the calculation of adjustments.

5A.5 Liability for Cost Contributions

An Owner's liability to pay the Owner's Cost Contribution to the local government arises on the earlier of:

- (a) prior to the local government confirming to the Commission that conditions of subdivision or strata approval supervised by the local government and imposed on an application to subdivide, strata title or amalgamate the Owner's land within the Development Contribution Area have been complied with;
- (b) prior to the Commission endorsing its approval on the relevant plan or deposited plan (Diagram of Survey) of the amalgamation, subdivision, survey strata or strata subdivision of the Owner's land within the Development Contribution Area;
- (c) at the time of carrying out any development or commencing any new or extended use on the Owner's land within the Development Contribution Area;
- (d) at the time of applying to the local government or Commission for approval of any new or extended use, or any other development on the Owner's land within the Development Contribution Area;
- (e) prior to the local government providing written advice to the Commission confirming that conditions relating to a survey strata or strata subdivision within a Development Contribution Area have been complied with.
- (f) prior to the issue of a Building Permit or Building Approval Certificate for any development (including land use) on the land of an Owner within a Development Contribution Area have been complied with; or
- (g) on the expiry of the Development Contribution Plan.

5A.6 Collection and Enforcement

- 5A.6.1 (a) The Owner, with the agreement of the local government, is to pay the Owner's Cost Contribution by:
- (i) cheque or cash;
 - (ii) transferring to the local government land to the value of the Cost Contribution;
 - (iii) some other method acceptable to the local government; or
 - (iv) any combination of these methods.
- (b) The Owner, with the agreement of the local government, may pay the Owner's Cost Contribution in a lump sum, by instalments or in such other manner as agreed with the local government.

- 5A.6.2 (a) The amount of any Cost Contribution for which an Owner is liable under clause 5A.5, but has not paid, is a charge on the Owner's land to which the Cost Contribution relates, and the local government may lodge a caveat against the Owner's title to that land.
- (b) The local government may, at the Owner's expense and subject to such other conditions as the local government thinks fit, withdraw a caveat lodged under clause 5A.5 2(a) to permit a dealing and then re-lodge the caveat to prevent further dealings.
- (c) If the Cost Contribution is paid in full, and if requested to do so by the Owner, the local government may, at the expense of the Owner, withdraw any caveat lodged in accordance with clause 5A.6.2.

5A.7 Administration of Funds

- 5A.7.1 The local government is to establish and maintain a reserve account in accordance with the *Local Government Act 1995* for each Development Contribution Area into which Cost Contributions for that Development Contribution Area will be credited and from which all payments for the cost of Infrastructure within that Development Contribution Area will be paid. The purpose of such a reserve account or the use of money in such a reserve account is limited to the application of funds for that Development Contribution Area.
- 5A.7.2 The local government is to make available an audited annual statement of accounts for that Development Contribution Area as soon as practicable after the audited annual statement of accounts becomes available.
- 5A.7.3 (a) Within any Development Contribution Area the local government may satisfy the provisions of Clause 5A.7.1 by establishing separate reserve accounts for Cost Contributions by individual owners or groups of owners.
- (b) Such separate reserve accounts can be kept for accounting or administration purposes including, but without limiting the generality of the foregoing, for the purpose of accounting to each owner for interest accrued on the owner's Cost Contributions relevant to a particular Development Contribution Area.
- (c) Notwithstanding 5A.7.3(b), any reserve account for an individual owner is to contain only funds relevant to Cost Contributions for a particular Development Contribution Area, and all individual accounts for a particular Development Contribution Area are to be identified as belonging to that Development Contribution Area".

5A.8 Shortfall or Excess in Cost Contributions

- 5A.8.1 If there is a shortfall in the total of Cost Contributions when all Cost Contributions have been made or accounted for in a particular Development Contribution Area, the local government may:
- (a) make good the shortfall from its municipal fund;
- (b) enter into agreements with Owners to fund the shortfall; or
- (c) raise loans or borrow from a financial institution.

but nothing in paragraph 5A.8.1(a) restricts the right or power of the local government to impose a differential rate to a specified Development Contribution Area in that regard.

- 5A.8.2 If there is an excess in the total of Cost Contributions when all Cost Contributions have been made or accounted for in a particular Development Contribution Area, the local government is to use the excess funds for the provision of additional facilities in that Development Contribution Area.

5A.9 Valuation

- 5A.9.1 (a) Unless Part 10 of the *Land Administration Act 1997* applies, clause 5A.9 applies if it is necessary to ascertain the Value of any land for the purposes of this part, with the exception of Developer Contribution Plan No.3, where land is valued in accordance with the provisions of Development Contributions Plan No.3 contained within Schedule 9B. Clauses 5A.9.2 to 5A.9.6 do not apply to Development Contribution Plan No.3.

- (b) In clause 5A.9 unless, Schedule 9A or 9B specifies the method of land valuation for a particular Development Contribution Area:

"Value" means the fair nett expectation value inclusive of subdivisional profit from and in respect of the sale of the vacant land in its optimum subdivided form:

- (i) on the basis that there are no buildings, fences or other improvements of a like nature on the land;
- (ii) on the assumption that any rezoning necessary for the purpose of the development has come into force; and
- (iii) taking into account the added value of all other improvements on or appurtenant to the land.

"Valuer" means a licensed valuer agreed by the local government and the Owner, or where the local government and the Owner are unable to reach agreement, a valuer appointed by the President of the Australian Property Institute for the time being.

- 5A.9.2 If any Owner objects to a valuation made by the Valuer, the Owner may give notice to the local government requesting a review of the amount of the Value, at the Owner's expense, within 28 days after being informed of the Value.

- 5A.9.3 If the Valuer does not change the Value of the land to a figure acceptable to the Owner, the Value is to be determined under clause 5A.9.6.

- 5A.9.4 (a) At the request of the local government or the Owner, the Value placed upon the land of an Owner may be revised from time to time by a Valuer. Where the local government does not consider a revised valuation necessary, the owner is liable for costs associated with re-valuation.

- (b) The Valuer may:

- (i) reconsider the Values placed on other land in the Development Contribution Area; and
- (ii) make such revisions as considered just and equitable to those Values if the Valuer considers this is necessary as a result of a re-valuation made under clause 5A.9.2.

- 5A.9.5 The date of valuation is the date that the Owner's liability to pay the Owner's Cost Contribution to the local government arises under clause 5A.5, or such other date as is agreed between the local government and the Owner.
- 5A.9.6 (a) Where there is a dispute or difference between the local government and the Owner regarding a Value, the dispute or difference is to be resolved as follows:
- (i) by any method agreed upon by the local government and the Owner;
 - or
 - (ii) if the local government and the Owner cannot agree, by arbitration in accordance with the *Commercial Arbitration Act 1985*.
- (b) In any case, mediation of the dispute is to be attempted without prejudice to the rights of either the local government or the Owner.

Note: Valuation in accordance with clause 5A.9 does not apply when land is compulsorily acquired under clause 5A.10, as section 241 of the Land Administration Act prescribes the method of determining compensation when land is compulsorily acquired. Valuation of land may be necessary however, under clause 5A.9, in order to determine the amount of an Owner's Cost Contribution, where any formula for Cost Contributions relates to the value of land, or for determining the value of land when it is purchased by agreement under section 190 of the Planning and Development Act 2005.

5A.10 Land Acquisition

The local government may acquire land for the carrying out of any Infrastructure works either by agreement or compulsorily under the powers conferred by sections 190 and 191 of the *Planning and Development Act 2005*.

5A.11 Arbitration

Subject to clause 5A.9.6, any dispute between any Owner and the local government in connection with the Cost Contribution required to be made by an Owner under clause 5A is to be resolved by arbitration in accordance with the *Commercial Arbitration Act 1985*.

SCHEDULE 9B - DEVELOPMENT CONTRIBUTION PLANS

(Newly adopted plans under Town Planning Scheme No.4)

[cl. 5B]

No	Description of Land	Contribution Arrangements
3.	Development Contribution Area No.3 North Forrestdale (Piara Waters and Harrisdale) Urban Development Area as identified on the Scheme Special Control Area Map 3	<p>3.1 Cost Contributions</p> <p>3.1.1 All Owners within the Development Contribution Area No.3 shall make a proportional Cost Contribution to the cost of the Common Infrastructure Works identified in Development Contribution Plan No.3 and the Infrastructure Cost Schedule.</p> <p>3.1.2 This Development Contribution Plan applies to the Development Contribution Area No.3 specified on the Scheme's supplementary Special Control Areas Map 3.</p> <p>3.1.3 Where the provisions of Development Contribution Plan No.3 are inconsistent with the provisions of Part 5A of the Scheme, then the provisions of Schedule 9B prevail to the extent of any inconsistency.</p> <p>3.2 Definitions</p> <p>In this part unless the context requires otherwise:</p> <p>"<i>Assessed Value</i>" means a land value obtained in accordance with the procedures described in subclauses 3.12.3 and 3.12.4 of this Schedule.</p> <p>"<i>Credit</i>" means the amount of excess Cost Contribution which has been made either in money or Common Infrastructure works (including land), over and above the amount of Cost Contribution for which an owner is liable at any particular time.</p> <p>"<i>Estimated Lot Yield</i>" means at any particular time, the total potential number of lots including freehold title, survey strata and strata lots, which are capable of being produced from the land within the Development Contribution Area that remains to be subdivided or developed and which is calculated in accordance with the methods specified in subclause 3.4.1 of Development Contribution Plan No.3.</p> <p>"<i>Infrastructure Cost Schedule</i>" means a table appurtenant to the Scheme and the Development Contribution Plan, and containing the itemised estimates of costs of Common Infrastructure Works, as periodically reviewed under Development Contribution Plan No.3 and Part 5A.</p> <p>"<i>Nominal Contribution</i>" means a Cost Contribution in respect of an area of land specified by the local government of Armadale for exclusive use by a private educational establishment, which is set at a lesser rate than the Cost Contribution that would apply for residential subdivision and development, in acknowledgement that private educational establishments contribute betterment to the Development Contribution Area by virtue of the services provided to the community and that a full Cost Contribution may act as a disincentive to the provision of such services.</p>

No	Description of Land	Contribution Arrangements
		<p>“<i>Potential Lots</i>” means the total number of lots, including freehold title, survey strata and strata lots, a particular parcel of land, which has been identified for group housing, aged persons housing, office, shop, bulky goods showroom, place of worship or other commercial or non-residential uses approved in writing by the local government, is capable of producing if subdivided or developed to the maximum capacity permitted under the Scheme as calculated in accordance with the methods specified in Clause 3.4 of Development Contribution Plan No.3.</p> <p>“<i>Preliminary Contribution</i>” means a claim amount agreed to by the local government for carrying out the implementation of Common Infrastructure Works by an Owner and / or a payment made by an Owner pursuant to a condition of subdivision or development approval or a notice served upon an Owner by the local government, prior to the gazettal of Amendment No.12 and adoption of the Infrastructure Cost Schedule under the Development Contribution Plan by the local government.</p> <p>3.3 Calculation of Deductions from Development Contribution Area</p> <p>Pursuant to the land area calculations identified by Clause 5A.4.4(d) of the Scheme, the following areas are to be additionally excluded from the land area calculations of both the total land area in the Development Contribution Area and the Owners land:</p> <ul style="list-style-type: none"> - Sites nominated by the relevant Structure Plan for exclusive use of private educational establishments and which have also been approved by the local government of Armadale for a Nominal Contribution; - Conservation category wetlands; - Drainage reserves; - Public utility sites; - Public school and educational sites; - Community purpose sites; - Land required for Common Infrastructure Works; and - Any other areas specified in the Infrastructure Cost Schedule or its revisions and amendments. <p>3.4 Calculation and Apportionment of Common Infrastructure Costs and Cost Contributions</p> <p>3.4.1</p> <p>The local government will, for the purposes of apportioning Common Infrastructure Costs to Owners, make an estimate of the lot yield for the Development Contribution Area called the ‘Estimated Lot Yield’. This will be calculated by determining the number of hectares in the Development Contribution Area, excluding those land uses in Clause 3.3 of Development Contribution Plan No.3 and Clause 5A.4.4, and multiplying that area by 14.6.</p> <p>3.4.2</p> <p>The contribution to be made by each owner of land within the Development Contribution Area to the implementation of the Common Infrastructure Works shall be a Cost Contribution, based on a base Cost Contribution Per Lot, and where applicable, an</p>

No	Description of Land	Contribution Arrangements
		<p>additional Cost Contribution Per Lot which is to be calculated by the local government in the following manner:</p> <p>(a) The base Cost Contribution Per Lot is determined by first deriving the Net Common Infrastructure Costs of Infrastructure which is subject to the base Cost Contribution as specified in the Infrastructure Cost Schedule:</p> <p>(i) $A - B = C$</p> <p>Where:</p> <p>A = gross cost of base Common Infrastructure Works being the total of fixed actual and estimated future costs as prescribed in the Infrastructure Cost Schedule, which will be based on costs estimated no more than 12 months in advance. Such estimates may be based on an average for each Common Infrastructure work cost and shall recognise all factors affecting the development of the relevant Development Contribution Area and associated constraints the local government will encounter in the provision of the Common Infrastructure Works. This shall include (but not be limited to) variable market conditions and the nexus between the time frame of development and provision of Common Infrastructure Works.</p> <p>B = payments made to date by owners of land who subdivide or develop land within the Development Contribution Area where the base cost contribution per lot applies calculated on the basis of whichever is the lesser of:</p> <p>(1) - the lots produced at the rate of 10 lots per hectare for the Area equivalent of the land holding of an owner prior to the gazettal of Amendment No.67;</p> <p>- the lots produced at the rate of 10.6 lots per hectare for the Area equivalent of the land holding of an owner after gazettal of Amendment No.67 and prior to 28 October 2014; and</p> <p>- the lots produced at the rate of 14.6 lots per hectare for the Area equivalent of the land holding of an owner after 28 October 2014 onwards, and prior to the gazettal of Amendment 115; or and</p> <p>- the lots produced at the density rate prescribed in the Infrastructure Cost Schedule from gazettal of Amendment 115; or</p> <p>(2) - the actual number of lots produced by the land holding of an owner;</p> <p>C = Common Infrastructure work costs; and then dividing the Common Infrastructure work costs by the subdivision potential of the balance of the Area of the Development Contribution Area remaining</p>

No	Description of Land	Contribution Arrangements
		<p>unsubdivided where the base cost contribution per lot rate applies, excluding those land uses in Clause 3.3 of Development Contribution Plan No.3 and Clause 5A.4.4, and multiplying that area by 14.6 the density rate prescribed in the Infrastructure Cost Schedule.</p> <p>(ii) $C \div D = E$</p> <p>Where:</p> <p>D = the number of lots to be produced to achieve 14.6 lots per hectare the density rate prescribed in the Infrastructure Cost Schedule for the area equivalent of the unsubdivided balance area of the Development Contribution Area where the base cost contribution per lot rate applies, excluding those land uses in Clause 3.3 of Development Contribution Plan No.3 and Clause 5A.4.4;</p> <p>E = the Contribution Cost Per Lot.</p> <p>(b) The base Cost Contribution payable by each owner of land in the Development Contribution Area where the base cost contribution per lot rate applies as specified in the Infrastructure Cost Schedule is calculated by multiplying the number of freehold lots produced from the owner's land by the base Contribution Cost Per Lot.</p> <p>(c) The additional Cost Contribution Per Lot is determined by first deriving the Net Common Infrastructure Costs of Infrastructure which is subject to the additional Cost Contribution as specified in the Infrastructure Cost Schedule:</p> <p>(i) $A1 - B1 = C1$</p> <p>Where:</p> <p>A1 = gross cost of additional Common Infrastructure Works being the total of fixed actual and estimated future costs as prescribed in the Infrastructure Cost Schedule, which will be based on costs estimated no more than 12 months in advance. Such estimates may be based on an average for each Common Infrastructure work cost and shall recognise all factors affecting the development of the relevant Development Contribution Area and associated constraints the local government will encounter in the provision of the Common Infrastructure Works. This shall include (but not be limited to) variable market conditions and the nexus between the time frame of development and provision of Common Infrastructure Works.</p> <p>B1 = payments made to date by owners of land who subdivide or develop land within the Development Contribution Area where the additional cost contribution per lot applies calculated on the basis of whichever is the lesser of:</p>

No	Description of Land	Contribution Arrangements
		<p>(1) the lots produced at the density rate prescribed in the Infrastructure Cost Schedule from gazettal of Amendment 115; or</p> <p>(2) the actual number of lots produced by the land holding of an owner where the additional cost contribution rate applies;</p> <p>C1 = Common Infrastructure work costs;</p> <p>and then dividing the Common Infrastructure work costs by the subdivision potential of the balance of the Area of the Development Contribution Area remaining unsubdivided where the additional cost contribution per lot rate applies, excluding those land uses in Clause 3.3 of Development Contribution Plan No.3 and Clause 5A4.4, and multiplying that area by the density rate prescribed in the Infrastructure Cost Schedule.</p> <p>(ii) $C1 \div D1 = E1$</p> <p>Where:</p> <p>D1 = the number of lots to be produced to achieve the density rate prescribed in the Infrastructure Cost Schedule for the area equivalent of the unsubdivided balance area of the Development Contribution Area where the additional cost contribution per lot rate applies, excluding those land uses in Clause 3.3 of Development Contribution Plan No.3 and Clause 5A4.4;</p> <p>E1 = the additional Contribution Cost Per Lot.</p> <p>(d) The additional Cost Contribution payable by each owner of land in the Development Contribution Area where an additional rate applies as specified in the Infrastructure Cost Schedule, is calculated by multiplying the number of freehold lots produced from the owner's land by the additional Contribution Cost Per Lot.</p> <p>(ee) Cost Contributions shall not be payable for land that is used for government school sites, public open space and any other public purpose land uses approved by the local government for exclusion from the Cost Contributions.</p> <p>3.4.3</p> <p>Determination of Potential Lots to Which the Contribution Cost Per Lot Applies -</p> <p>In addition to the number of lots on which the Cost Contribution payable by each owner pursuant to the Cost sharing arrangement included in subclause 3.4.2 of Development Contribution Plan No.3 is assessed, a further Contribution Cost Per Lot shall be payable on the potential lots/dwellings capable of being produced, assessed in accordance with the following provisions:</p> <p>(a) where land is identified by the local government as having potential or the capability of being developed for Grouped Dwellings housing or Aged or Dependent Persons Dwellings development, the Contribution Cost Per Lot will be charged on</p>

No	Description of Land	Contribution Arrangements
		<p>the basis that the lot has residential subdivision potential at the time that lot is created. This shall be calculated by the local government as follows:</p> <ul style="list-style-type: none"> (i) for lots of 5,200m² or less, by dividing the total land area of the lot by 400m² to the nearest 400m² unit and rounding down; or (ii) for lots greater than 5,200m², at a rate of 13 lots per hectare of land, rounded up or down to the nearest whole number of lots; <p>to derive the number of lots the land has potential for or is capable of producing.</p> <ul style="list-style-type: none"> (b) where the local government is satisfied that an area of land is intended to be developed as a private educational establishment and the local government considers it appropriate in the circumstances, the Cost Contribution may be charged a Nominal Contribution as per Clause 3.5 of Development Contribution Plan No.3; (c) where land has been identified by the local government to be used for a place of worship, commercial, office, shop, child care premises, bulky goods showroom or any other non-residential use, the Contribution Cost will be calculated by multiplying the Contribution Cost Per Lot by the area of the lot and then dividing by 1000. No rounding is to apply to this calculation; (d) where a subdivision is proposed for land on which a dwelling exists and a smaller lot is created to contain the dwelling, the lot containing the dwelling ("the existing house lot") will be subject to a Contribution Cost Per Lot based on subclauses 3.4.3(a) of Development Contribution Plan No.3. If, however, the owner of such land can demonstrate that the size of the existing house lot is required to accommodate the dwelling, landscaping and other outbuildings associated with that dwelling and that the actual development potential of that lot may not exist without substantial cost and redevelopment, then the local government may, at its discretion, reduce the Contribution Cost Per Lot payable for the existing house lot provided any future change of use, subdivision or development of the existing house lot will incur further contributions as outlined in subclause 3.4.2 and 3.4.3(a) to (c) of Schedule 9B; (e) where a subdivision of the kind contemplated in subclause 3.4.3(d) of Development Contribution Plan No.3 is proposed the local government may impose on the balance of the lot excluding the existing house lot ("the remaining land") a Contribution Cost Per Lot on the development potential of that lot as prescribed in subclause 3.4.3(a) of Schedule 9B. The local government may reduce or defer such payment if: <ul style="list-style-type: none"> (i) the owner of such a lot can demonstrate that the subdivision was primarily carried out to create the existing house lot and to effect the sale of the remaining land; and (ii) the size of the remaining land is such that it will be developed in stages or will be further subdivided.

No.	Description of Land	Contribution Arrangements
		<p>3.5 Nominal Contributions</p> <p>3.5.1 A Nominal Contribution applies to areas of land agreed by the local government as being for the exclusive use of a private educational establishment at a rate of 0.3% of the full value of the educational establishment development approval. The Nominal Contribution will be required as a condition of development and / or subdivision.</p> <p>3.5.2 Where a change of land use occurs for land for which previous development had been subject to a Nominal Contribution, an additional Cost Contribution will be required to bring the total Cost Contributions for that land at the date the liability for the additional Cost Contribution falls due, up to the equivalent rate for the new land use on the basis of the Contribution Cost Per Lot specified in Clause 3.4 of Development Contribution Plan No.3.</p> <p>3.5.3 Where a Cost Contribution has been paid by an Owner and the local government subsequently approves a Nominal Contribution for a specified area of the land for which the Cost Contribution has been paid, the difference between the paid Cost Contribution and the subsequent Nominal Contribution shall be deemed a Credit to that Owner.</p> <p>3.6 Common Infrastructure Works</p> <p>3.6.1 The following are classified as Common Infrastructure Works which shall be paid for by the affected Owners located within the Development Contribution Area No.3 and are presented in the form of General Works and Specified Works below:</p> <p>3.6.2 General Works</p> <p>(a) All costs incurred by the local government associated with the preparation, processing and gazettal of the Development Contribution Plan No.3 and subsequent amendments, Infrastructure Cost Schedule and provisions under the scheme or former Town Planning Scheme No.2, including but not limited to any environmental assessment as required by the Department of Environmental Protection (DEP) and Environmental Protection Authority (EPA).</p> <p>(b) The acquisition of land, including associated infrastructure and structures, for the roads, intersections, sewerage pumping station(s), arterial drainage land for multiple use corridor, community facilities and Conservation Category Wetlands included in the Specified Works in subclause 3.6.3 of Development Contribution Plan No.3.</p> <p>(c) Any compensation paid or payable for or in respect of the provision of any of the Common Infrastructure Works or facilities referred to in Development Contribution Plan No.3, or in the administration of Part 5A and Development Contribution Plan No.3.</p> <p>(d) Any consulting fees agreed to by the local government associated with designing and undertaking of the Common</p>

No	Description of Land	Contribution Arrangements
		<p>Infrastructure Works, including but not limited to surveying, engineering, planning, quotes and certification of estimated costs, environmental, project management and landscaping.</p> <p>(e) The provision of any road listed in the Specified Works in subclause 3.6.3 of Development Contribution Plan No.3, including but not limited to land acquisition, earthworks, shared paths, cycleways, footpaths, traffic management devices, limited landscaping, stabilisation of verges, the formation, preparation, priming and sealing of the road and the provision of kerbing, drainage, service ducts, intersection treatments and lighting and costs associated with the relocation of existing services in connection with the road or in the road reserve.</p> <p>(f) Any environmental remediation or improvement including the removal of any contaminant and peat associated with the Specified Works referred to in Clause 3.6.3 Development Contribution Plan No.3.</p> <p>(g) All costs incurred by Council associated with the preparation, administration and management of the Development Contribution Plan and Infrastructure Cost Schedule including but not limited to bank charges, audit fees, office and sundry costs, legal expenses, valuation fees, reviews of land values and costs, caveat and conveyancing fees, Council staff salaries including a Co-ordinator/Manager of the Development Contribution Plan, any interest costs incurred by Council in respect to loan funds required to provide timely implementation of any of the listed Common Infrastructure Works or related costs, any claims for injurious affection and the costs of establishing any required system to facilitate the administration and the ongoing management of Development Contribution Plan and Infrastructure Cost Schedule along with the specific requirements of the Scheme pertaining thereto.</p> <p>3.6.3 Specified Works</p> <p>(1) Wright Road between Ranford Road and the northern boundary of Lot 50 Wright Road:</p> <p>(a) 100% of the total cost to acquire any road widenings for the ultimate road reserve, minus contributions from Lots 82, 106 and 107 Wright Road.</p> <p>(b) 100% of the total cost of all road works and structures between the northern boundary of Lot 50 and Ranford Road, minus contributions or land ceded free of cost from adjoining lots and / or from any other developments or subdivisions with a nexus to the road works.</p> <p>(2) Warton Road between the southern boundary of Lot 201/northern boundary of Lot 388 and Armadale Road:</p> <p>(a) 100% of the total cost to acquire any road widenings for the ultimate road reserve for Warton Road and roundabout at the intersection of Warton Road and Mason Road, minus any contributions and grants from external sources.</p> <p>(b) 100% of the total cost of constructing the full earthworks, one carriageway, roundabout intersection,</p>

No	Description of Land	Contribution Arrangements
		<p>cycle facilities and all structures, minus any contributions and grants from external sources.</p> <p>(c) 100% of the cost of temporary intersection works/upgrading of the intersection of Armadale Road and Warton Road, including any road widenings, minus any contributions and grants from external sources.</p> <p>(3) Nicholson Road between Warton Road and Armadale Road:</p> <p>(a) 100% of the total cost to acquire any road widenings for the ultimate road reserve and the ultimate traffic signalised intersection in the proposed North Forrestdale town centre.</p> <p>(b) 100% of the total cost of constructing the full earthworks, two dual carriageways and all structures.</p> <p>(c) 100% of the total cost of upgrading the intersection and installing traffic signals in the proposed North Forrestdale town centre.</p> <p>(d) 100% of the cost of temporary intersection works/upgrading of the intersection of Armadale Road and Nicholson Road, including any road widenings, minus any contributions and grants from external sources.</p> <p>(e) A contribution towards landscaping works.</p> <p>(4) Mason Road between Warton Road and 550 metres east of Warton Road:</p> <p>(a) 100% of the total cost to acquire any road widenings for the ultimate road reserve.</p> <p>(b) 100% of the total cost of constructing the full earthworks, one carriageway and all structures.</p> <p>(5) Intersections with Ranford and Armadale Roads:</p> <p>(a) 100% of the total cost to acquire any road widenings located within the local government of Armadale for the ultimate traffic signalised intersection, at Ranford Road and Wright Road except those areas ceded free of cost from adjacent lots.</p> <p>(b) A contribution to the cost of upgrading the intersection at Ranford Road and Wright Road and installing traffic signals.</p> <p>(c) 100% of the cost of temporary intersection works/upgrading of the intersection of Armadale Road and Wright Road, including any road widenings, minus any contributions and grants from external sources;</p> <p>(d) 75% of the cost of temporary intersection works/upgrading of the intersection of Armadale Road and the distributor road to the Primary School, including any road widenings, minus any contributions and grants from external sources.</p> <p>(6) Regional Path Network:</p>

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		<p>(a) A contribution towards the total cost of constructing the Regional Path Network within Development Control Area No.3 as identified in the adopted Infrastructure Cost Schedule.</p> <p>(b) A contribution towards the total cost of constructing the principal shared path on Wright Road between Nicholson Road and Ranford Road.</p> <p>(c) A contribution towards the cost of a shared path along Armadale Road from Warton Road to Anstey Road.</p> <p>(d) A contribution towards the cost of shared paths within Lot 5000 Reilly Road and Skeet Road between Keane Road and Ranford Road as identified in the adopted Infrastructure Cost Schedule.</p> <p>(7) Arterial Drainage and Water Management:</p> <p>(a) 100% of the cost of acquiring land for the arterial drainage multiple use corridors up to 10 year average recurrence interval event for Balannup Drain and the arterial drainage land for the open channel adjacent to Reilly Road as identified in the adopted Infrastructure Cost Schedule.</p> <p>(b) A contribution of approximately 100% of the cost of constructing an open channel in the multiple use corridor and 100% of the cost of constructing the arterial drainage channel adjacent to Reilly Road.</p> <p>(c) 100% of the cost of constructing Skeet Road pipe work, culverts and pavement reconstruction and reinstatement of Nicholson Road, Mason Road and any other portion of road pavement modified to install arterial drainage.</p> <p>(d) Maintenance works in Balannup Drain.</p> <p>(e) A contribution to the cost of providing pre and/or post development water quality data, monitoring and Water Management initiatives as specified in the Infrastructure Cost Schedule.</p> <p>(f) 100% of the cost of acquiring land or easements for the arterial drainage multiple use corridors up to 10 year average recurrence interval event for part of James Drain north of the Armadale Road, and James Drain south of Armadale Road to Forrestdale Lake, as identified in the adopted Infrastructure Cost Schedule.</p> <p>(g) 100% of the cost of implementing administrative measures to ensure access in perpetuity along James Drain from Armadale Road to Commercial Road for the local government of Armadale and any other drainage utilities responsible for management of the drain.</p> <p>(h) Initial maintenance works in James Drain from the northern boundary of Armadale Road to Forrestdale Lake including upgrading of the drainage channel and including upgrading culverts at the road crossings</p>

No	Description of Land	Contribution Arrangements
		<p>including those at Armadale Road and Nicholson Road.</p> <p>(8) Community and Recreation Facilities:</p> <p>(a) A contribution to the cost of district sporting and community facilities, including sporting/community buildings, change rooms, toilets, playground, multiple purpose courts, associated facilities and the upgrade of an existing multiple purpose sporting oval.</p> <p>(b) 100% of the total cost of a community facility on Lot 48 Nicholson Road including change rooms, toilets and associated facilities.</p> <p>(c) 100% of the total cost to acquire the land and existing building on Lot 49 Keane Road and 72% of the cost of the refurbishment of the existing homestead dwelling, car parking, playground and landscaping for a community facility.</p> <p>(d) Contribution towards the provision of sporting facilities at Carey Baptist College – Lot 1000 Wright Road to provide public sporting facilities including 50% of the cost of car parking, change rooms and toilets.</p> <p>(e) 100% of the total cost to construct sporting and community facilities, including land acquisition, sporting / community buildings, change rooms, car parking, toilets and playgrounds on public open space identified on the Structure Plan abutting proposed primary schools where applicable, in the West Piara Urban Precinct identified in MRS Amendment 1369/57, and in Harrisdale within the area generally bounded by Ranford Road, Wright Road, Reilly Road and Skeet Road.</p> <p>(f) A contribution as defined in Infrastructure Cost Schedule to the total cost to construct a senior multiple purpose sporting oval and acquire land where applicable as follows:</p> <p>(i) adjoining each of the public primary schools where applicable minus contributions from the Department of Education when they become available for ovals shared with public primary schools;</p> <p>(ii) a senior multiple purpose sporting oval in the West Piara Urban Precinct area in MRS Amendment 1369/57;</p> <p>(iii) a senior multiple purpose sporting oval in Harrisdale within the area generally bounded by Ranford Road, Wright Road, Reilly Road and Skeet Road; and</p> <p>(iv) a senior multiple purpose sporting oval on Lot 48 Nicholson Road.</p> <p>(g) 100% of the cost of building a combined sporting pavilion/ community meeting rooms on the proposed public open space in the area known as Structure Plan</p>

No.	Description of Land	Contribution Arrangements
		<p>(SP) South, inclusive of change rooms, toilets, storage, community meeting space, car parking, a playground and landscaping, minus any probable or received grant funding.</p> <p>(h) 100% of the cost of building a combined sporting pavilion / community building on the proposed open space in the area known as Structure Plan (SP) East, including, but not limited to, change rooms, ovals, toilets, storage, community meeting spaces, car parking, a playground, landscaping, irrigation, earthworks and site fill minus any probable or received grant funding, and any contribution obtained from the Department of Education for a shared oval facility as specified in the Infrastructure Cost Schedule.</p> <p>(9) Regional Sewer Infrastructure and 132KV Power Lines:</p> <p>(a) 100% of the total cost to acquire the land for the sewer pump station buffer zone (public open space that is non-creditable) on Lot 49 Keane Road and Lot 50 Wright Road.</p> <p>(b) Reimbursement of the portion of the cost of constructing the sewer pumping station and temporary pressure mains, which are not prefunded by the Water Corporation.</p> <p>(c) Contribution towards the cost to reconfigure the 132 KV power lines to an urban standard on current alignment as specified in the Infrastructure Cost Schedule. Other relocation costs to be met by individual subdividers.</p> <p>(10) Conservation Category Wetlands:</p> <p>(a) 100% of the total cost to acquire the core area of the rehabilitated conservation category wetlands on Lot 49 Wright Road.</p> <p>(b) Contribution towards the costs of acquisition and/or betterment of the rehabilitated Wetland UFI 14880 (as amended) located on Lot 200 on DP 415389 Skeet Road, Harrisdale.</p> <p>(c) Contribution towards the costs of acquisition and/or betterment of the rehabilitated wetland UFI 7176 (as amended) located on various lots within the West Piara Waters Precinct.</p> <p>(11) Keane Road between Skeet Road and Anstey Road-</p> <p>(a) A 33% contribution to the total cost of constructing this section of Keane Road, including any roundabouts and/or traffic management devices.</p> <p>If environmental approval is not granted for the construction of Keane Road, then the local government is required to refund the contributions paid by subdividers towards the construction of Keane Road (together with any interest earned), with the exception of the roundabout at Skeet Road and Keane Road.</p>

No	Description of Land	Contribution Arrangements
		<p>(12) Balannup Road between the southern boundary of Lot 5000 Reilly Road and Ranford Road—</p> <ul style="list-style-type: none"> (a) 100% of the total cost to acquire any road widenings for the ultimate road reserve for Balannup Road. (b) 100% of the total cost of constructing the full earthworks, one carriage way and all structures, including a culvert, shared path, pedestrian crossings over Balannup Drain and a roundabout at the intersection of Reilly Road. <p>(13) Reilly Road between the existing cul-de-sac of Reilly Road and Balannup Road—</p> <ul style="list-style-type: none"> (a) 100% of the total cost of constructing the full earthworks, one carriage way and all structures including shared path, roundabout, traffic calming devices and associated road pavement tie in. <p>(14) Skeet Road—</p> <ul style="list-style-type: none"> (a) 100% of the cost of constructing Skeet Road, the full earthworks, one carriage way and all structures (including roundabouts) between Keane Road and the northern boundary of the proposed primary school in the area referred to as Structure Plan (SP) East, minus a 50% contribution from the Department of Education for the portion(s) of Skeet Road directly abutting the proposed primary school site and high school site. (b) 100% of the cost of constructing the Skeet Road culverts, pedestrian crossings, associated road pavement tie in, and pavement reconstruction between the southern boundary of Lot 5000 Reilly Road and the existing Skeet Road pavement adjacent to Lot 515 Skeet Road. (c) 100% of the cost of fencing along the Skeet Road reserve abutting Lots 171, 67 and 65 Skeet Road, Forrestdale. (d) 100% of the total cost of constructing a roundabout at the intersection of Skeet Road and Reilly Road including the cost to acquire any road widenings for the ultimate road reserve. (e) 100% of the total cost to acquire any road widenings for the ultimate road reserve for Skeet Road between Reilly Road and Ranford Road. (f) 100% of the total cost of constructing Skeet Road between Reilly Road and Ranford Road, including the full earthworks, drainage, one carriage way, intersection at Ranford Road and all structures. <p>(15)(a) 100% of the cost of fencing / bollards, gates and signage, dieback management / mapping, revegetation / landscaping and initial weed management of Shepherd Court Reserve.</p> <p>(16)(a) 100% of the cost of fencing / bollards, gates and signage, dieback management / mapping,</p>

No	Description of Land	Contribution Arrangements
		<p>revegetation / landscaping and initial weed management of Balannup Lake Reserve south of Ranford Road in consultation with the Department of Parks and Wildlife.</p> <p>3.7 Credits for Common Infrastructure Works</p> <p>Where a credit is recorded in respect to any Owner it may be used as payment of future Cost Contribution required from that Owner or the Owner may apply for reimbursement, which shall be paid out without any interest payment, when the local government deems sufficient funds have accumulated to cover any such claims and the outstanding and anticipated Common Infrastructure Works costs are estimated to be fully recoverable from the anticipated future subdivision and development. Where several subdividers have accumulated such credit, the local government may satisfy refunds in staged payments in proportion to the credit amounts held by each subdivider.</p> <p>3.8 Provision of Land for Common Infrastructure Works</p> <p>Where the Infrastructure Cost Schedule includes a land component for a Common Infrastructure work on the relevant lot for which a Cost Contribution or Nominal Contribution is due, an Owner shall cede to the Crown or transfer to the local government the required Common Infrastructure work land at the first stage of subdivision and/or development for that particular landholding or by prior agreement at an alternative date agreed by the local government. If the value of the land determined in-accordance with this Schedule exceeds the total Cost Contribution for that Owner, the excess value shall be attributed as a credit to the Owner.</p> <p>3.9 Overdue Cost Contributions</p> <p>Any overdue Cost Contribution to Common Infrastructure Works shall be a liquidated debt due to the local government of Armadale by the Owner of such land (including the subdivider of the land) and may be recovered by the local government in a court of competent civil jurisdiction.</p> <p>3.10 Prefunding of Common Infrastructure Works</p> <p>3.10.1</p> <p>An owner of land within the Development Contribution Area may, with the prior written approval of the local government, undertake implementation of any of the Common Infrastructure Works referred to in Clause 3.6 of Development Contribution Plan No.3. Where an owner wishes to undertake implementation of Common Infrastructure Works, with the exception of land required for a Common Infrastructure work, the owner shall, before commencing to carry out such works, first lodge a prefunding application for the cost of the Common Infrastructure Works with the local government, which reserves the right to review and accept or reject the prefunding application, and to permit or prevent the owner from carrying out the works until such time as the owner's prefunding application has been agreed. The local government will endeavour to respond to an owner's prefunding application within sixty (60) days.</p> <p>3.10.2</p>

No	Description of Land	Contribution Arrangements
		<p>If the local government agrees that an owner can pre-fund the Common Infrastructure Works, the owner shall at all times maintain proper and itemised records of all relevant expenditure, including receipts and invoices and provide copies of the same to the local government on request. Where the cost of carrying out such works exceeds the amount of the prefunding application originally agreed to by the local government, the local government may accept or reject the additional cost or any part thereof.</p> <p>Any dispute regarding the entitlement of the owner to additional reimbursement from the Development Contribution Area Account, except for any land required for a Common Infrastructure work, shall in the first instance be discussed at a meeting attended by the Owner and local government representatives who shall endeavour to reach agreement.</p> <p>Any dispute not settled at the meeting regarding the entitlement of the owner to additional reimbursement from the Development Contribution Area Account, except for any land required for a Common Infrastructure work, shall be then referred to the arbitration of a single arbitrator in the manner provided by the Commercial Arbitration Act 1985 and if the parties are unable to agree upon the arbitrator he may be nominated by the President for the time being of the Law Society of Western Australia (or its successor) on the application of any party. The arbitrator shall be bound by the provisions of Part 5A of the scheme, Development Contribution Plan No.3 the Development Contribution Plan and the Infrastructure Cost Schedule.</p> <p>3.10.3</p> <p>An owner who undertakes pre-funded works or provides land in accordance with Clause 3.8 should lodge a first and final claim for credit or reimbursement that includes relevant records within one year of completing the agreed works, unless agreed otherwise by the local government. If a claim for credit or reimbursement is not lodged within one year, the local government may determine that the time period for claiming credit or reimbursement has expired and it is no longer liable for payment of the prefunded works or land.</p> <p>3.10.4</p> <p>Where the local government accepts a claim for a credit or an entitlement to re-imburement for the carrying out the implementation of Common Infrastructure Works, the local government shall record the extent of the claim and if necessary adjust the Infrastructure Cost Schedule accordingly or defer the adjustment to the next review undertaken as per Clause 3.13 of Development Contribution Plan No.3.</p> <p>3.10.5</p> <p>Where an owner seeks a credit for a contribution to Common Infrastructure Works (whether by the provision of land or the construction of any works) against his Cost Contribution liability and the local government has previously agreed to the carrying out of such works by that owner on that basis, then the credit to be given to the owner will be calculated on the basis of the cost agreed by the local government under subclauses 3.10.1 and 3.10.2 of</p>

No	Description of Land	Contribution Arrangements
		<p>Development Contribution Plan No.3 provided the credit is sought before the period identified in subclause 3.10.3.</p> <p>3.10.6</p> <p>Notwithstanding subclause 3.10.4 above, where an owner has pre-funded Common Infrastructure Works and the credit allowed by the local government exceeds the obligation for payment towards Contribution Costs by the owner under this Development Contribution Plan and Infrastructure Cost Schedule, the owner should be refunded the excess after the local government has received sufficient contributions from other owners in that Development Contribution Area towards meeting the anticipated Common Infrastructure Works and having regard to the priority of Common Infrastructure Works.</p> <p>3.11 Ability to Raise Loans to Undertake Common Infrastructure Works</p> <p>The local government may raise loans for the purpose of providing the finance necessary for the implementation of Common Infrastructure Works at a timing and order of prioritisation determined by the local government with any interest or charges incurred in raising loans or carrying out such work deemed to be a Common Infrastructure Work cost.</p> <p>3.12 Acquisition of Land for Common Infrastructure Works, Payment, Valuation, Compulsory Acquisition, and Assessed Value</p> <p>3.12.1</p> <p>The provisions of Clauses 5A.9.2 to 5A.9.6 of the scheme do not apply to Development Contribution Plan No.3. The following variations apply to the acquisition of land for Common Infrastructure Works, calculation of Costs and valuation of land within Development Contribution Area No.3.</p> <p>3.12.2</p> <p>Where land has been compulsorily acquired and a lawful claim for compensation has been served on the Council, the Council may claim compensation for betterment under Section 184 of the Planning and Development Act 2005 and the value attributed to the betterment of the land the subject of the claim shall be set off against any compensation otherwise payable to the claimant under the Land Administration Act 1997 or any re-enactment of its provisions related to compulsory acquisition and compensation.</p> <p>3.12.3</p> <p>(a) The Council may at any time ascertain the value of any land in the Development Contribution Plan for the purpose of estimating Common Infrastructure Work costs, payments and Cost Contributions.</p> <p>(b) If it is necessary, for any purpose to ascertain the value of any land, such value should be determined by two licensed valuers appointed from time to time by the local government herein referred to as "the Valuation Panel". The members of the Valuation Panel may confer as to value, and if they are unable to arrive at a consensus value, they shall confer with the Chief</p>

No	Description of Land	Contribution Arrangements
		<p>Executive Officer of the local government (“CEO”) or the officer to whom the CEO delegates that function from time to time. If the valuers with the officer cannot arrive at a consensus value then the officer shall select a value which represents the median value between the two values nominated by the valuers on the Valuation Panel and will be advertised under the next following paragraph (c) (“the Proposed Value”).</p> <p>The Valuation Panel may determine more than one Assessed Value in the Development Contribution Plan area, where the local government or the Panel identifies that there are significant differences in land values within areas of the Development Contribution Plan.</p> <p>(c) As soon as possible after the Proposed Value or Proposed Values have been ascertained it should be advertised for a period of not less than 28 days to allow for submissions to be made in regard to the Proposed Value or Proposed Values. Proposed Values may be advertised concurrently as part of an Infrastructure Cost Schedule review carried out in accordance with Clause 3.13.</p> <p>An owner who lodges an objection under this clause shall submit with the objection supporting evidence from a suitably qualified person in the specific field being objected to.</p> <p>(d) The local government shall as soon as possible consider all submissions made on the Proposed Value or Proposed Values and may refer any submission to the Valuation Panel for comment, but where a submission is accompanied by expert valuation advice based on the valuation principles contained in Development Contribution Plan No.3, it should be referred by the local government to the Valuation Panel for comment.</p> <p>Having considered the submissions and any comment from the Valuation Panel, the local government shall fix upon the value or values to be applied under the Infrastructure Cost Schedule and Development Contribution Plan No.3 in Schedule 9B (“the Assessed Value or Assessed Values”) until the next Assessed Value or Assessed Values has been determined.</p> <p>(e) It is intended that any Assessed Value or Assessed Values should apply for no more than 13 months but while an Assessed Value or Assessed Values remains current it shall stand as the value of land within the Development Contribution Plan and Infrastructure Cost Schedule for all purposes under Development Contribution Plan No.3 and Part 5A of the scheme and the Infrastructure Cost Schedule.</p> <p>(f) Where land is ceded or acquired for a Common Infrastructure Work, otherwise than by compulsory taking, for the purpose of determining the amount to be paid to the owner from whom the land is acquired, the value of the land shall be calculated according to the same Assessed Value as was applied to the Cost Contribution paid or payable by that owner on the clearance by the local government of the subdivision of land in the same deposited plan as contains the land acquired.</p>

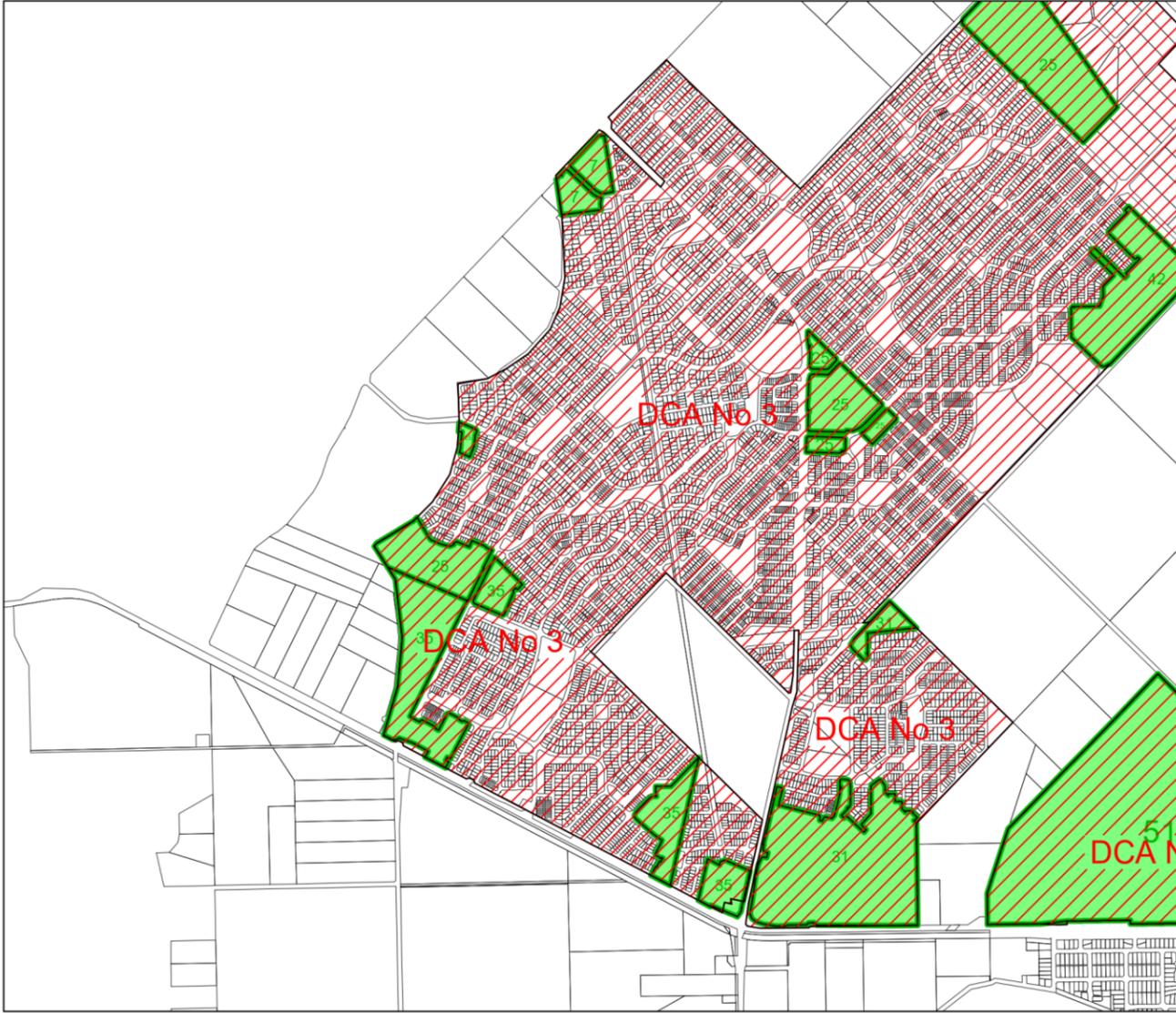
No .	Description of Land	Contribution Arrangements
		<p>3.12.4</p> <p>In ascertaining the Assessed Value or Assessed Values under subclause 3.12.3 of Development Contribution Plan No.3, all land shall be valued in its broad acre form as depicted on 1 January 2004, ignoring any services or infrastructure provided in-accordance with the provisions of the relevant Local Structure Plan and applying the following principles:</p> <ul style="list-style-type: none"> (a) regard is to be had to the land classifications and zonings existing at the date of valuation; (b) the date of valuation is to be the date on which the local government nominates; (c) ignoring any improvements or works on the land; (d) the land should be valued without regard to the Common Infrastructure work and the purpose for which the land is acquired shall not be taken into consideration; (e) in selecting relevant sales evidence, regard should be had first to values derived from land in the same area, and if there is not adequate evidence, from nearby or similar land in the area, in priority to any other sales evidence; (f) the conservation category wetland land identified in Development Contribution Plan No.3 is to be valued at 62.5% of the Assessed Value of nearby Urban zoned land; (g) the method of valuation shall otherwise be in accordance with normal fair market valuation principles. <p>3.12.5</p> <p>Where land is acquired in the circumstances contemplated in subclause 3.12.3(f) of Development Contribution Plan No.3, the Council shall pay to the owner an additional amount not more than 10% of the amount calculated under that Clause.</p> <p>3.12.6</p> <p>Where land required for Common Infrastructure Works is ceded to the Crown or acquired by the local government prior to the Minister for Planning and Infrastructure granting final approval and publication of Amendment No.12 in the Government Gazette, the appointment of the Valuation Panel by the local government under of Development Contribution Plan No.3, or adoption of the Infrastructure Cost Schedule by the Council, the land shall be valued in-accordance with the subclauses 3.12.1 to 3.12.5 of Development Contribution Plan No.3 by the Valuation Panel and the date of valuation shall be the date the land for the Common Infrastructure Work is acquired by the local government or the local government issues its clearance to the deposited plan that contains the Common Infrastructure work land, whichever is the earlier</p> <p>3.13 Revision of Infrastructure Cost Schedule, Contribution Costs, Estimated Lot Yields and Areas Capable of Being Developed</p> <p>3.13.1</p> <p>The local government shall from time to time review Contribution Costs and the Infrastructure Cost Schedule provided such reviews are conducted at least on an annual basis.</p>

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		<p>3.13.2</p> <p>The local government shall, at the time it reviews Contribution Costs and the Infrastructure Cost Schedule review:</p> <ul style="list-style-type: none"> (a) the Estimated Lot Yield; (b) the Contribution Cost per Lot; (c) the remaining area of the Development Contribution Plan which is capable of being developed; (d) Assessed Values; <p>having regard for the actual lots produced in the Development Contribution Plan since the last review, the remaining Common Infrastructure Works, any amendments to the Local Structure Plan and any other factors the local government considers relevant.</p> <p>3.13.3</p> <p>When calculating or reviewing Contribution Costs and the Infrastructure Cost Schedule, the local government will have regard to the value of the land required for Common Infrastructure Works and include an amount of 10% over and above the Assessed Value of such land, to ensure that the local government has or will receive sufficient funds in the Development Contribution Plan Account to acquire land for Common Infrastructure Works to meet its obligations for appropriate payment to such owners, and ensure the Common Infrastructure Works can be completed in a manner that minimises the need for external borrowing. The local government may also apply a further amount above the Assessed Value to recognize any compulsory taking of land and/or acquisition of structures.</p> <p>3.13.4</p> <p>The local government, in reviewing the various elements pursuant to subclauses 3.13.1 and 3.13.2 above, may revise or amend any of those elements and any Contribution Costs payable by an owner of land in the Development Contribution Plan Infrastructure Cost Schedule.</p> <p>3.13.5</p> <p>Following revision or amendment of the elements mentioned in subclauses 3.13.1 to 3.13.3 inclusive, the local government shall notify by way of public advertising the outcome of the review advising of the availability of details concerning the review and revisions and inviting comment.</p> <p>3.13.6</p> <p>Following the issue of the invitation pursuant to subclause 3.13.5, a period of 28 days shall be allowed from the date such advertising commenced for an owner affected by the review to object to the revision of Contribution Costs and any other finding of the review. Objections to Proposed Values advertised as part of the Infrastructure Cost Schedule Review" shall be dealt with under Clause 3.12 of Schedule 9B.</p> <p>An owner who lodges an objection under this clause shall submit with the objection supporting evidence from a suitably qualified person in the specific field of the cost revision being objected to and</p>

No	Description of Land	Contribution Arrangements
		<p>can only object to those elements that have been altered as part of the review.</p> <p>3.13.7 Any objection received by the local government in accordance with subclause 3.13.6 shall be:</p> <ul style="list-style-type: none"> (i) discussed at a meeting between suitably qualified representatives of the Owner and the local government who shall endeavour to reach agreement; then (ii) assessed and determined by the local government; and (iii) if the objecting Owner objects to the local government's determination it should be referred by the local government or Owner to the arbitration of a single arbitrator in the manner provided by the Commercial Arbitration Act, 1985. The arbitrator shall be bound by the provisions of Part 5A and Development Contribution Plan No.3 and Infrastructure Cost Schedule. <p>3.13.8 If the parties are unable to agree upon the arbitrator, the arbitrator may be nominated by the President for the time being of the Law Society of Western Australia (or its successor) on the application of any party. The costs of each party involved in the arbitration process will be borne by that party, however, in the case where the arbitrator believes an objection to be frivolous or where a party has unnecessarily frustrated the process of arbitration, the Arbitrator may at his discretion, award costs against the erring party.</p> <p>3.13.9 If objections are received under subclause 3.13.7 (iii) the local government may adopt a revised Infrastructure Cost Schedule and Cost Contribution per lot using a value being the average of that identified by the local government and by the Owner until such time as the arbitration is determined.</p> <p>3.13.10 When a dispute has been determined by arbitration under subclause 3.13.7 (iii), the Infrastructure Cost Schedule shall be amended in accordance with the decision of the arbitrator and the Cost Contribution per lot recalculated.</p> <p>3.14 Expiration of Development Contribution Plan This Development Contribution Plan should expire fifteen (15) years from the date of gazettal of Amendment No.12, however, may also be extended for further periods, with or without modification, by subsequent Scheme Amendments.</p> <p>3.15 Preliminary Contribution Payments</p> <p>3.15.1 Where an owner or former owner of land in Development Contribution Area No.3 has made a Preliminary Contribution Payment towards their Cost Contribution, prior to the gazettal of Amendment No.12 to Town Planning Scheme No.4 and adoption of the Infrastructure Cost Schedule by the local government under Part 5A and Development Contribution Plan No.3, then the Preliminary Contribution Payment will be credited towards the Cost Contribution</p>

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		<p>required under Clauses 5A.5 and 5A.6 of the scheme and Schedule 9B.</p> <p>3.15.2</p> <p>Should an owner's or former owner's Preliminary Contribution Payment be less than the required Cost Contribution, which is to be determined after the gazettal of Amendment No.12 to Town Planning Scheme No.4 and at the time the Council adopts the Infrastructure Cost Schedule, the local government may seek a further payment from those owners who have made such Preliminary Contribution Payments, which represents the difference between such Preliminary Contribution Payments and the amount of the owner's Cost Contribution calculated as if the payment was made at the time the Infrastructure Cost Schedule is adopted by the local government. Owners shall make the further payment stipulated by the local government within thirty (30) working days of receiving a written request from the local government, unless otherwise agreed by the local government.</p> <p>3.15.3</p> <p>Should an owner's or former owner's Preliminary Contribution Payment be more than the Cost Contribution required after the gazettal of Amendment No.12 to Town Planning Scheme No.4 and at the time the local government adopts the Infrastructure Cost Schedule, then the Owner is entitled to a credit or refund, which represents the difference between such Preliminary Contribution Payments and the amount of the owner's Cost Contribution calculated as if the payment was made at the time the Infrastructure Cost Schedule is adopted by the Council. If the owner seeks a refund for the difference, the local government shall endeavour to make such a payment within thirty (30) working days or as soon as the necessary funds are available in the relevant account.</p>

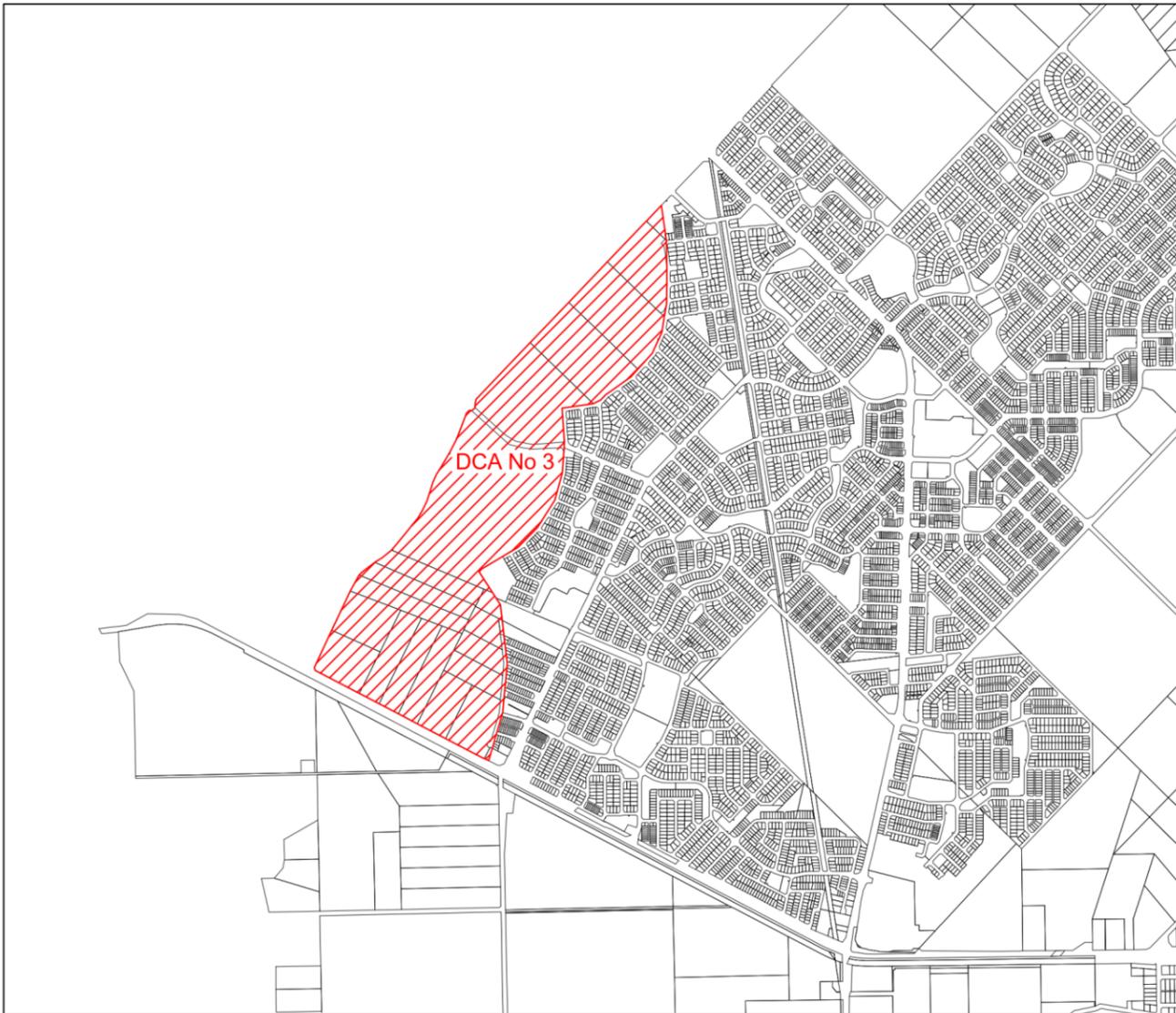
EXISTING ZONING - SPECIAL CONTROL AREA MAP 3



LEGEND

- 7 Development Area (Structure Plan) (Schedule 8)
- DCA No.1 Development Contribution Area (Schedule 9A & 9B)
- 25 Environmental Conditions (Schedule 8)
- Armadale Redevelopment Area Boundary

PROPOSED ZONING - SPECIAL CONTROL AREA MAP 3



NOTE: The reservations are shown diagrammatically and do not purport to represent the road reservations shown in the Metropolitan Region Scheme and information in respect to road widening requirements for these roads should be obtained from the Department of Planning

AMENDMENT No. 115
 City of Armadale Town Planning Scheme No. 4
 Special Control Area Map 3

DATE 15 September 2020 - REVISION 001
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Based on information provided by and with the permission of the Western Australian Land Information Authority trading as Landgate (2012). Aerial photograph supplied by HeatGeo.



Amendment No.115 – TPS No.4

North Forrestdale Development Contribution Plan 3 – Major Review Phase 1

Draft Infrastructure Cost Estimate Schedule

Refer separate Attachment