



# Camden Council

## Business Paper

**Ordinary Council Meeting**  
**23 August 2011**

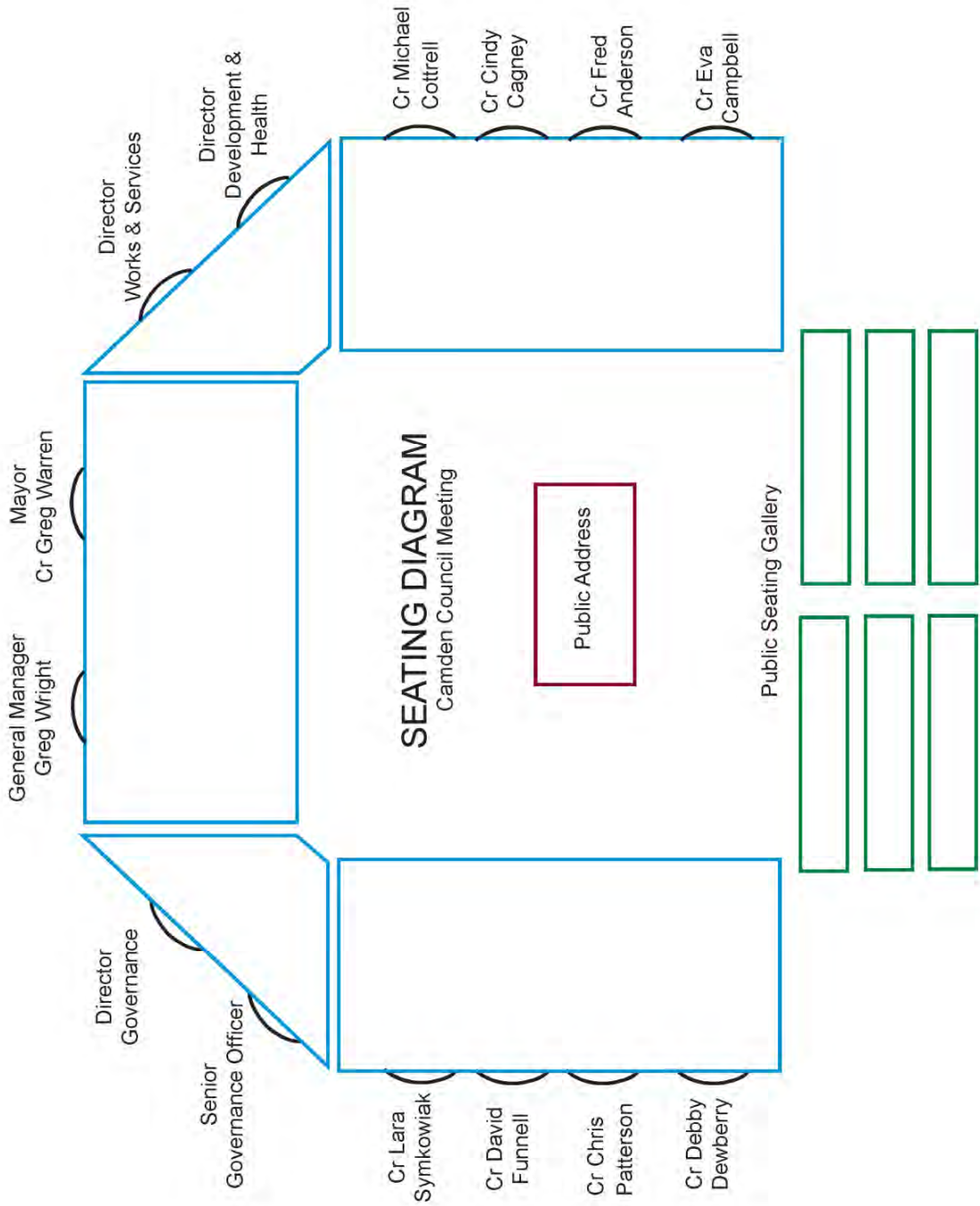
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**Camden Civic Centre**  
**Oxley Street**  
**Camden**



## COMMON ABBREVIATIONS

AEP	Annual Exceedence Probability
AHD	Australian Height Datum
BCA	Building Code of Australia
CLEP	Camden Local Environmental Plan
CP	Contributions Plan
DA	Development Application
DECCW	Department of Environment, Climate Change & Water
DCP	Development Control Plan
DDCP	Draft Development Control Plan
DPI	Department of Planning & Infrastructure
DLG	Division of Local Government, Department of Premier & Cabinet
DWE	Department of Water and Energy
DoH	Department of Housing
DoT	NSW Department of Transport
EIS	Environmental Impact Statement
EP&A Act	Environmental Planning & Assessment Act
EPA	Environmental Protection Authority
EPI	Environmental Planning Instrument
FPL	Flood Planning Level
GCC	Growth Centres Commission
LAP	Local Approvals Policy
LEP	Local Environmental Plan
LGA	Local Government Area
MACROC	Macarthur Regional Organisation of Councils
OSD	Onsite Detention
REP	Regional Environmental Plan
PoM	Plan of Management
RL	Reduced Levels
RTA	Roads & Traffic Authority
SECTION 149 CERTIFICATE	Certificate as to zoning and planning restrictions on properties
SECTION 603 CERTIFICATE	Certificate as to Rates and Charges outstanding on a property
SECTION 73 CERTIFICATE	Certificate from Sydney Water regarding Subdivision
SEPP	State Environmental Planning Policy
SRA	State Rail Authority
SREP	Sydney Regional Environmental Plan
STP	Sewerage Treatment Plant
VMP	Vegetation Management Plan
WSROC	Western Sydney Regional Organisation of Councils



Media

Public Seating Gallery



# ORDINARY COUNCIL

## ORDER OF BUSINESS - ORDINARY COUNCIL

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## ORDINARY COUNCIL

**SUBJECT: APOLOGIES**

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Leave of absence tendered on behalf of Councillors from this meeting.

**RECOMMENDED**

**That leave of absence be granted.**



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## ORDINARY COUNCIL

**SUBJECT:       DECLARATION OF INTEREST**

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NSW legislation provides strict guidelines for the disclosure of pecuniary and non-pecuniary Conflicts of Interest and Political Donations.

Council's Code of Conduct also deals with pecuniary and non-pecuniary conflict of interest and Political Donations and how to manage these issues (Clauses 7.5 -7.27).

Councillors should be familiar with the disclosure provisions contained in the Local Government Act 1993, Environmental Planning and Assessment Act, 1979 and the Council's Code of Conduct.

This report provides an opportunity for Councillors to disclose any interest that they may have or Political Donation they may have received relating to a Report contained in the Council Business Paper and to declare the nature of that interest.

### **RECOMMENDED**

**That the declarations be noted.**

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## ORDINARY COUNCIL

**SUBJECT: PUBLIC ADDRESSES**

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The Public Address segment (incorporating Public Question Time) in the Council Meeting provides an opportunity for people to speak publicly on any item on Council's Business Paper agenda or on any matter within the Local Government area which falls within Council jurisdiction.

Speakers must book in with the Council office by 4.00pm on the day of the meeting and must advise the topic being raised. Only seven (7) speakers can be heard at any meeting. A limitation of one (1) speaker for and one (1) speaker against on each item is in place. Additional speakers, either for or against, will be identified as 'tentative speakers' and should only be considered where the total number of speakers does not exceed seven (7) at any given meeting.

Where a member of the public raises a question during the Public Address segment, a response will be provided where Councillors or staff have the necessary information at hand; if not a reply will be provided at a later time. There is a limit of one (1) question per speaker per meeting.

All speakers are limited to 4 minutes, with a 1 minute warning given to speakers prior to the 4 minute time period elapsing.

Public Addresses are recorded for administrative purposes. It should be noted that speakers at Council meetings do not enjoy any protection from parliamentary-style privilege. Therefore they are subject to the risk of defamation action if they make comments about individuals. In the event that a speaker makes potentially offensive or defamatory remarks about any person, the Mayor/Chairperson will ask them to refrain from such comments. A copy of the recording may be available to third parties (in certain circumstances).

The Mayor/Chairperson has the discretion to withdraw the privilege to speak where a speaker continues to make inappropriate or offensive comments about another person.

### **RECOMMENDED**

**That the public addresses be noted.**



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## ORDINARY COUNCIL

**SUBJECT: CONFIRMATION OF MINUTES**

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Confirm and adopt Minutes of the Ordinary Council Meeting held 9 August 2011.

**RECOMMENDED**

**That the Minutes of the Ordinary Council Meeting held 9 August 2011, copies of which have been circulated, be confirmed and adopted.**





ORD01

## ORDINARY COUNCIL

ORD01

**SUBJECT:** ERECTION OF A SHED AT 148 (LOT 23, DP 32098) ANTHONY ROAD,  
LEPPINGTON

**FROM:** Director Development & Health

**BINDER:** DA 504/2011

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**DA NO:** 504/2011

**OWNER:** Mr Joseph Vella

**APPLICANT:** Mr Joseph and Theresa Vella

**ZONING:** RU4 Primary Production Small Lots

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### PURPOSE OF REPORT

The purpose of this report is to seek Council's determination of a Development Application (DA) for the erection of a shed at 148 Anthony Road, Leppington. This application is referred to Council in accordance with its delegations as the application proposes a variation from Camden Development Control Plan 2011.

### SUMMARY OF RECOMMENDATION

It is recommended that the DA be approved subject to the draft Development Consent Conditions attached to this report.

### BACKGROUND

Between May and July 2011 the applicant met with Council to discuss a future DA for this site that would involve:

- intensive plant agriculture;
- a change of use of the existing dwelling to a rural worker's cottage; and
- construction of a second detached dwelling on the site.

At this time, these applications have not progressed. It was also noted that a proposed shed on the land, the subject of a DA lodged with Council on 3 May 2011, would also form an integral part of the further development of the site and would be used for the storage of farm machinery and to accommodate the packing of fresh produce. It is this shed DA, which is the subject of this report.

The development has been assessed and there are some non-compliances with Camden Development Control Plan 2011 (the DCP). Notwithstanding, the DA is now able to be referred to Council for determination.

### THE SITE

The property is known as No. 148 (Lot 23 DP32098) Anthony Road, Leppington and is situated approximately 4 kilometres west of Camden Valley Way. The site is roughly rectangular in shape, has an area of approximately 2.9 hectares and contains an existing single storey dwelling, a garden shed and a dam which covers an area of approximately 1,170m<sup>2</sup>.

The most northerly and southerly areas of the site contain mature Eucalypt vegetation, with the middle portion of the lot remaining open and generally vacant of any trees or shrubs.

- The surrounding area is predominantly rural in character with undulating topography and a mix of rural-residential properties, small agricultural landholdings and scattered mature vegetation. **A site location map is provided at the end of this report.**

### **THE PROPOSAL**

Development consent is sought for the erection of a shed to be used for the storage of farm machinery and to accommodate the packing of fresh produce on the site. The shed will be constructed of a pre-fabricated steel frame, roof and walls, with a natural ground floor. Associated screen planting is also proposed.

The shed will be 24m long and 15m wide, with a resulting floor area of 360m<sup>2</sup>. The maximum wall heights proposed are 6m to the eave and 7.6m to the ridge when measured from the ground level present after minor earthworks have been completed.

The proposed location of the shed is 5m from the site's eastern side boundary and 43m from the Anthony Road (front) boundary. Construction of the shed in this location will require the removal of 17 mature eucalypt trees and approximately 600mm cut and 400mm fill to create a level building platform. **A copy of the proposed plans is provided at the end of this report.**

### **NOTIFICATION**

In accordance with Part A2 of Camden Development Control Plan 2011 this application was not required to be publicly advertised or notified to adjoining residents. No public submissions have been received.

### **PLANNING CONTROLS**

The following are relevant Planning Controls that have been considered in the assessment of this application:

1. State Environmental Planning Policy (Sydney Region Growth Centres) 2006
2. Deemed State Environmental Planning Policy No. 20 – Hawkesbury/Nepean River
3. Camden Local Environmental Plan 2010
4. Camden Development Control Plan 2011

### **ASSESSMENT**

The application has been assessed in accordance with Section 79C of the *Environmental Planning and Assessment Act 1979*. The following comments are made with respect of the application:

#### **(1)(a)(i) The provisions of any Environmental Planning Instrument**

##### **State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (SEPP)**

The land is located in the currently unreleased Catherine Fields North precinct of the South West Growth Centre. Before Development Consent can be granted,

consideration must be given to Clause 16 of the SEPP until finalisation of precinct planning for the land.

In this regard, the proposed shed is not considered to preclude urban development of the precinct and is not considered to alienate future land uses. The proposed shed will not contribute to fragmented land holdings. There are no draft environmental planning instruments under Appendix 1 or Clause 7A of the SEPP that apply to the land, and the land is not transitional lands as defined on the Development Control Map.

Based on the above assessment, the proposal is considered to be consistent with Clause 16 of the SEPP.

#### Deemed State Environmental Planning Policy No. 20 – Hawkesbury/Nepean River

It is considered that the aims and objectives of this policy will not be prejudiced by this development and that there will be no detrimental impacts upon the Hawkesbury/Nepean River system as a result of it.

#### Camden Local Environmental Plan 2010 (LEP)

The development proposed by this application is for the erection of a shed to be used for agricultural purposes. Such a development would be defined as a “farm building” which is permitted with consent in this zone.

However there are no agricultural activities taking place on the site and any proposed agricultural activities will require a further development consent from Council.

It is therefore recommended that this shed only be approved for domestic storage ancillary to the site’s dwelling and that a separate DA be lodged for its agricultural use. An ancillary domestic storage shed would also be permissible in this zone. This allows for the shed to be approved at this time, which enables its construction to commence, subject to a Construction Certificate being obtained.

In terms of the proposed development’s consistency with the zone objectives, the relevant objectives of this zone seek to “enable sustainable primary industry and other compatible land uses”, to “encourage and promote diversity and employment opportunities in relation to primary industry enterprises, particularly those that require smaller lots or that are more intensive in nature” whilst “minimising conflict between land uses within this zone and land uses within adjoining zones.”

It is considered that the proposal is generally compliant with these objectives and will not limit any future, approved primary industry from occurring. It has been determined that although no sustainable primary pursuits are proposed by this application, the proposed shed is considered to be compatible with the above forms of land use. It is not considered that the shed will have any unacceptable environmental impacts upon any land uses in other zones within adjoining zones.

Pursuant to Clause 4.3, the proposed shed will comply with the maximum building height of 9.5m as it is only a maximum of 7.6m high.

**(1)(a)(ii) The provisions of any proposed instrument that is or has been the subject of public consultation under *the Act* and that has been notified to the Consent Authority**

There are no relevant draft environmental planning instruments that are applicable to this site or development.

### **(1)(a)(iii) The provisions of any Development Control Plan**

The following parts of the DCP are relevant:

#### Part B1.1 – Erosion and Sedimentation

Erosion and sedimentation have been considered as part of this application and it is a recommended development consent condition that appropriate soil erosion and sedimentation controls are installed prior to any earthworks commencing on the site, and that they remain in place until all disturbed areas have been revegetated.

#### Part B1.2 – Earthworks

A maximum of 600mm cut and 400mm fill is proposed. This complies with the relevant DCP control which permits a maximum of 1m cut and 1m fill.

A retaining wall is also proposed to be constructed adjacent to the northern elevation of the shed as part of the above described earthworks. It is a recommended development consent condition that design details for this wall be prepared by a practising structural engineer and submitted to the Principal Certifying Authority (PCA) for approval prior to the issue of a Construction Certificate.

#### Part B1.3 – Salinity Management

The proposal has been assessed in terms of the proposed development's potential to cause salinity by the removal of existing trees and any subsequent tree replacement/revegetation plan. It is considered that the proposal can be protected from salinity subject to recommended development consent conditions requiring a tree replanting program. Having regard to these conditions, it is considered that the proposal can comply with this part of the DCP.

#### Part B1.4 – Water Management

The applicant has advised that roof water will be piped into the existing farm dam and re-used on site for irrigation. It is considered that this is acceptable subject to the draft development consent conditions provided at the end of this report.

#### Part B1.5 – Trees and Vegetation

The proposed development requires the removal of 17 mature eucalypt trees. However, a number of trees will remain at the front of the site, and additional plantings along the eastern boundary and in front of the shed will help soften the visual impact of the structure when viewed from the adjoining property or Anthony Road.

Recommended development consent conditions regarding landscaping for the site have been proposed, including a tree replacement/regeneration plan and specifications for screen planting.

#### Part B1.9.4 – Waste Management Plan (WMP) for Construction of Buildings or Structures

A WMP was not provided by the applicant as part of this application. However, given that the proposed shed will be constructed of mostly pre-fabricated materials and that its proposed use will be for the storage of items ancillary to the existing dwelling on the site, it is not considered that the application will generate any significant waste. Any waste associated with a future change of use for the shed will be subject to a separate development application and assessment.

#### Part B1.10 – Bushfire Risk Management

This site is identified on as being bush fire prone land. However, given that the shed will be entirely constructed of steel and not used as a habitable space for residents, it is not considered to be affected by any significant bushfire risk, nor will it pose a threat to any surrounding development or land uses.

Notwithstanding, a 10m buffer between the proposed replacement trees and the shed, would be a condition of consent.

#### Part D1.1 – Rural Dwellings and Outbuildings

The applicant proposes to use this shed for agricultural purposes however there are no agricultural activities taking place on the site and any proposed agricultural activities will require a further development consent from Council.

It is therefore recommended that this shed only be approved for domestic storage ancillary to the site's dwelling and that a separate DA be lodged for its agricultural use.

The development complies with all set back, construction and environmental controls with the exception of total floor area.

This part of the DCP limits the floor areas of non-agricultural outbuildings to 100m<sup>2</sup>. As stated previously in this report, the proposed shed has an area of 360m<sup>2</sup>.

Notwithstanding, it is considered that the proposed development is in keeping with the rural residential character of the locality. The development is significantly set back from the road frontage and is consistent with all other controls and the objectives for rural outbuildings.

When completed, the proposed shed will be large in numerical terms however it is not considered that that it will be out of character with the size and placement of other dwellings and outbuildings in the area. Hence it is considered that the proposal is consistent with the prevailing character of the area.

It is noted that the shed will be set back from Anthony Road by 43m, will sit well into the site, be reduced in height (from the existing grounds levels) by 600mm as a result of the cut and fill proposed, and additional screen planting is proposed. Therefore the structure is unlikely to impact upon the rural or scenic character of the land.

It is recommended that Council support this proposed variation from the DCP.

#### **(1)(a)(iii) The provisions of any Planning Agreement**

There are no relevant planning agreements applicable to this site or development.

#### **(1)(a)(iv) The provisions of the Regulations**

The Regulations prescribe several conditions that would be included in any development consent issued for this development.

**(1)(b) The likely impacts of the development**

Subject to the imposition of a development consent conditions that the shed be used for ancillary domestic purposes and that screen landscaping is planted, it is considered that the shed is unlikely to have any significant impacts.

**(1)(c) The suitability of the site for the development**

This site is considered to be suitable for the proposed development. The development will not result in any unacceptable environmental impacts and is consistent with the objectives of the applicable RU4 Primary Production Small Lots zone. There are no site specific conditions that render this site unsuitable for the proposed development.

**(1)(d) Any submissions**

In accordance with Part A2 of the DCP this application was not required to be publicly advertised or notified to adjoining residents. No public submissions have been received.

**(1)(e) The public interest**

The public interest is not expected to be impacted by the existence of the proposed shed however the development is generally consistent with the applicable LEP and despite the variation from the DCP discussed earlier, it is assessed it will not have any unreasonable environmental impacts upon adjacent properties or the surrounding area.

**CONCLUSION**

Council has received a development application for the erection of a shed for agricultural purposes on this site. The application has been assessed in accordance with the *Environmental Planning and Assessment Act 1979*. However, there is currently no agriculture activity on the site and hence the use of the shed for agricultural purposes is not supported, although use for storage is considered acceptable.

Although not fully compliant with Camden Development Control Plan 2011, in relation to maximum floor area, the development will not have any significant environmental impacts and as a result, a variation from the DCP is considered appropriate.

Consequently the development is recommended to Council for approval subject to the draft development consent conditions shown below.

**DRAFT CONDITIONS OF CONSENT**

**1.0 - General Requirements**

The following conditions of consent are general conditions applying to the development.

- (1) **Approved Plans** – The development must be carried out strictly in accordance with the following approved plans or other documentation:

- Plans marked Proposed Packing and Machinery Shed at Lot 23 Anthony Road, Leppington for J & T Vella prepared by A Bonnici dated 13.04.11 and as amended in red.

The development must also comply with the conditions of approval imposed by Council hereunder. To the extent of any variation, the development conditions are to prevail.

Amendments or modification of the approved development require the written prior approval of Camden Council.

- (2) **Building Code of Australia** – All works must be carried out in accordance with the requirements of the *Building Code of Australia*.
- (3) **Colours of Building Materials** – The colours of roof and wall cladding for the shed shall be generally low reflective neutral/earth tones, compatible with authorised existing development on the site and environmentally sensitive, so as to minimise any possible adverse impact on the amenity of the area.
- (4) **Conditional Approval for Tree Removal** – Consent is granted for the removal of seventeen (17) Eucalyptus trees located within the proposed building envelope and ancillary vehicle turning and parking area adjacent to the existing dwelling.

This work should only be carried out by a fully insured and qualified Arborist. Suitable qualifications for an Arborist are to be a minimum standard of Australian Qualification Framework (AQF) Level 3 in Arboriculture for the actual carrying out of tree works and AQF Level 5 in Arboriculture for Hazard, Tree Health and Risk Assessments and Reports.

Where possible all green waste generated from the approved tree work is to be recycled into mulch or composted at a designated facility. All reasonable measures must be taken to protect the remaining vegetation on the site from damage during the approved tree works.

The issuing of this Consent is conditioned upon the planting and maintenance of:

- a) four (4) Eucalyptus tereticornis, (Forest Red Gum)
- b) four (4) Eucalyptus moluccana, (Grey Box)
- c) four (4) Eucalyptus crebra, (Narrow Leaved Ironbark)
- d) four (4) Eucalyptus maculata (Spotted Gum)

The plantings shall consist of minimum 5 litre container stock and must be installed on the subject property within six (6) months of the authorised removals. One third of the trees shall be planted at five (5) metre centres within ten (10) metres of the front boundary. The remaining trees shall be planted at five (5) metre centres in the area that is between the transmission easement and the proposed cultivation area.

The replacement trees must be cared for and maintained until they reach a height of three (3) metres, the point at which the trees are further protected by Council's tree preservation provisions. Should any of the trees die before they reach the required height of three (3) metres then they shall be replaced with the same type and size of tree specified above.

A 10m buffer between the proposed replacement trees and the shed is required.

At the appropriate time, arrangements will be made for a Council officer to inspect the plantings (referred to in the clause above) to ensure that Council's objectives for vegetation management are being achieved.

Heavy fines commencing at \$1500 per offence per day can and may be issued for non compliance to these consent conditions.

- (5) **Responsibility for Damage for Tree Removal** - The applicant is responsible for any damage caused to existing public utilities, footpaths or public roads during the cutting down, grinding, removal and disposal of the timber and roots. Care must also be taken by the applicant and the applicant's agents to prevent any damage to adjoining properties. The applicant or the applicants' agent may be liable to pay compensation to any adjoining owner if, due to tree works, damage is caused to such adjoining property.

## 2.0 - Prior To Issue Of Construction Certificate

- (1) **Retaining Wall Details** - Retaining walls associated with the erection of the shed or other approved methods of preventing movement of the soil must be provided to the relevant Principal Certifying Authority (PCA) for consideration prior to the issue of a Construction Certificate, and adequate provision must be made for drainage.

The following restrictions apply to any retaining wall erected within the allotment boundaries:

- (a) where the height of an approved retaining wall exceeds 600mm above or below natural ground level, structural engineering details must be obtained prior to any works commencing on the site. Manufacturers installation details may satisfy this requirement for treated timber products and some dry stacked masonry products;
- (b) adequate provisions must be made for surface and subsurface drainage of retaining walls and all water collected must be diverted to and connected to, a stormwater disposal system within the property boundaries;
- (c) retaining walls shall not be erected within drainage easements;
- (d) retaining walls shall not be erected in any other easement present on the land without the approval of the relevant authority benefited by the easement or entitled to release or vary the restrictions applying to the easement (electrical easement and the like), or if the erection of the retaining wall makes the purpose of the easement inconvenient or redundant (such as, easements for support and maintenance).

## 3.0 - Prior To Works Commencing

The following conditions of consent shall be complied with prior to any works commencing on the development site.

- (1) **Sydney Water Approval** – Prior to works commencing, the approved development plans must also be approved by Sydney Water.
- (2) **Signs to be Erected on Building and Demolition Sites** – Under Clause 98A of the *Environmental Planning and Assessment Regulation 2000*, a sign must be erected in a prominent position on any site on which building work, subdivision work or demolition work is being carried out:



- (a) showing the name, address and telephone number of the Principal Certifying Authority (PCA) for the work,
- (b) showing the name of the 'principal contractor' (if any) for any building work and a telephone number on which that person may be contacted outside working hours, and
- (c) stating that unauthorised entry to the work site is prohibited.

Any such sign is to be maintained while the building work, subdivision work or demolition work is being carried out, but must be removed when the work has been completed.

This clause does not apply to building work carried out inside an existing building that does not affect the external walls of the building.

**Note: The PCA and principal contractor must ensure that signs required by this condition are erected and maintained.**

- (3) **Notice of Commencement of Work** – Notice in the manner required by Section 81A of the *Environmental Planning and Assessment Act, 1979* and Clause 103 of the *Environmental Planning and Assessment Regulation 2000* shall be lodged with Camden Council at least two (2) days prior to commencing works. The notice shall include details relating to any Construction Certificate issued by a certifying authority, the appointed Principal Certifying Authority (PCA), and the nominated 'principal contractor' for the building works.
- (4) **Construction Certificate before Work Commences** - This development consent does not allow site works, building or demolition works to commence, nor does it imply that the plans approved as part of the development consent comply with the specific requirements of *Building Code of Australia*. Works must only take place after a Construction Certificate has been issued, and a Principal Certifying Authority (PCA) has been appointed.
- (5) **Soil Erosion and Sediment Control** – Soil erosion and sediment controls must be implemented prior to works commencing on the site.

Soil erosion and sediment control measures must be maintained during construction works and must only be removed upon completion of the project when all landscaping and disturbed surfaces have been stabilised (for example, with site turfing, paving or revegetation).

Where a soil erosion and sediment control plan (or details on a specific plan) has been approved with the development consent, these measures must be implemented in accordance with the approved plans. In situations where no plans or details have been approved with the development consent, site soil erosion and sediment controls must still be implemented where there is a risk of pollution occurring.

An Infringement Notice issued under the *Environmental Planning and Assessment Act, 1979*, which imposes a monetary penalty of \$600, may be initiated by the Principal Certifying Authority (PCA) and issued by Camden Council where the implementation or maintenance of measures is considered to be inadequate. In the event that a risk of environmental pollution occurs, an Infringement Notice issued under the *Protection of the Environment Operations Act 1997*, which imposes a monetary penalty of \$750 for individuals or \$1,500 for a corporation, may be issued by Camden Council.

#### 4.0 – During Construction

The following conditions of consent shall be complied with during the construction phase of the development.

(1) **Hours of Work** – The hours for all construction and demolition work are restricted to between:

- (a) 7am and 6pm, Monday to Friday (inclusive);
- (b) 7am and 4pm Saturday (if construction noise is inaudible to adjoining residential properties), otherwise 8am and 4pm;
- (c) work on Sunday and Public Holidays is prohibited.

(2) **Site Management** – To safeguard the local amenity, reduce noise nuisance and to prevent environmental pollution during the construction period, the following practices are to be implemented:

- The delivery of material shall only be carried out between the hours of 7am - 6pm, Monday to Friday, and between 8am - 4pm on Saturday.
- Stockpiles of topsoil, sand, aggregate, spoil or other material shall be kept clear of any drainage path, easement, natural watercourse, kerb or road surface and shall have measures in place to prevent the movement of such material off the site.
- Builder's operations such as brick cutting, washing tools, concreting and bricklaying shall be confined to the building allotment. All pollutants from these activities shall be contained on-site and disposed of in an appropriate manner.
- Waste must not be burnt or buried on-site, nor should wind blown rubbish be allowed to leave the site. All waste must be disposed of at an approved Waste Disposal Depot.
- A waste control container shall be located on the development site.

(3) **Support for Neighbouring Buildings** - If an excavation associated with the erection or demolition of a building extends below the level of the base of the footings of a building on an adjoining allotment of land, the person causing the excavation to be made:

- must preserve and protect the building from damage, and
- if necessary, must underpin and support the building in an approved manner, and
- must, at least seven (7) days before excavating below the level of the base of the footings of a building on an adjoining allotment of land, give notice of intention to do so to the owner of the adjoining allotment of land and furnish particulars of the excavation to the owner of the building being erected or demolished.

The owner of the adjoining allotment of land is not liable for any part of the cost of work carried out for the purposes of this clause, whether carried out on the allotment of land being excavated or on the adjoining allotment of land. In this condition, 'allotment of land' includes a public road and any other public place.

(4) **Roofwater to Existing System** – All roofwater from the subject building shall be connected to the existing stormwater or rainwater drainage system.

All roofwater must be connected to the approved roofwater disposal system immediately after the roofing material has been fixed to the framing members. The Principal Certifying Authority (PCA) must not permit construction works beyond the frame inspection stage until this work has been carried out.

- (5) **Construction Noise Levels** – Noise levels emitted during construction works shall be restricted to comply with the construction noise control guidelines set out in Chapter 171 of the NSW EPA's Environmental Noise Control Manual. This manual recommends:

Construction period of 4 weeks and under:

The L10 level measured over a period of not less than 15 minutes when the construction site is in operation must not exceed the background level by more than 20 dB(A).

Construction period greater than 4 weeks:

The L10 level measured over a period of not less than 15 minutes when the construction site is in operation must not exceed the background level by more than 10 dB(A).

### 5.0 - Prior To Issue Of Occupation Certificate

The following conditions of consent shall be complied with prior to the issue of an Occupation Certificate.

- (1) **Landscaping – Prior to the issue of an Occupation Certificate** a landscape screen of species shown on the approved plans shall be planted to screen the shed.

A 10m buffer between the proposed replacement trees and the shed is required.

- (2) **Occupation Certificate** – An Occupation Certificate must be issued by the Principal Certifying Authority (PCA) prior to occupation or use of the development. In issuing an Occupation Certificate, the PCA must be satisfied that the requirements of Section 109H of the *Environmental Planning and Assessment Act 1979* have been satisfied.

The PCA must submit a copy of the Occupation Certificate to Camden Council (along with the prescribed lodgement fee) within two (2) days from the date of determination, and include all relevant documents and certificates that are relied upon in issuing the certificate.

The use or occupation of the approved development must not commence until such time as all conditions of this development consent have been complied with.

- (3) **Retaining Wall Construction** – All retaining wall construction approved as part of this development consent must be completed **prior to the issue of the Final Occupation Certificate**. This may necessitate the construction of the wall during the shed construction.

### 6.0 - Operational Conditions

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The following conditions of consent are operational conditions applying to the development.

- (1) **Use Limitations** – This shed is approved as a domestic storage shed ancillary to the use of the existing dwelling on the site. Any change in this use will require a further development consent from Council. This approval does not allow the use of the shed for storage of farm machinery or packing of fresh produce.

**END OF CONDITIONS**

**RECOMMENDED**

That Council approve Development Application 504/2011 for the erection of a shed at No. 148 (Lot 23 DP 32098) Anthony Road, Leppington, subject to the draft development consent conditions shown above.

**ATTACHMENTS**

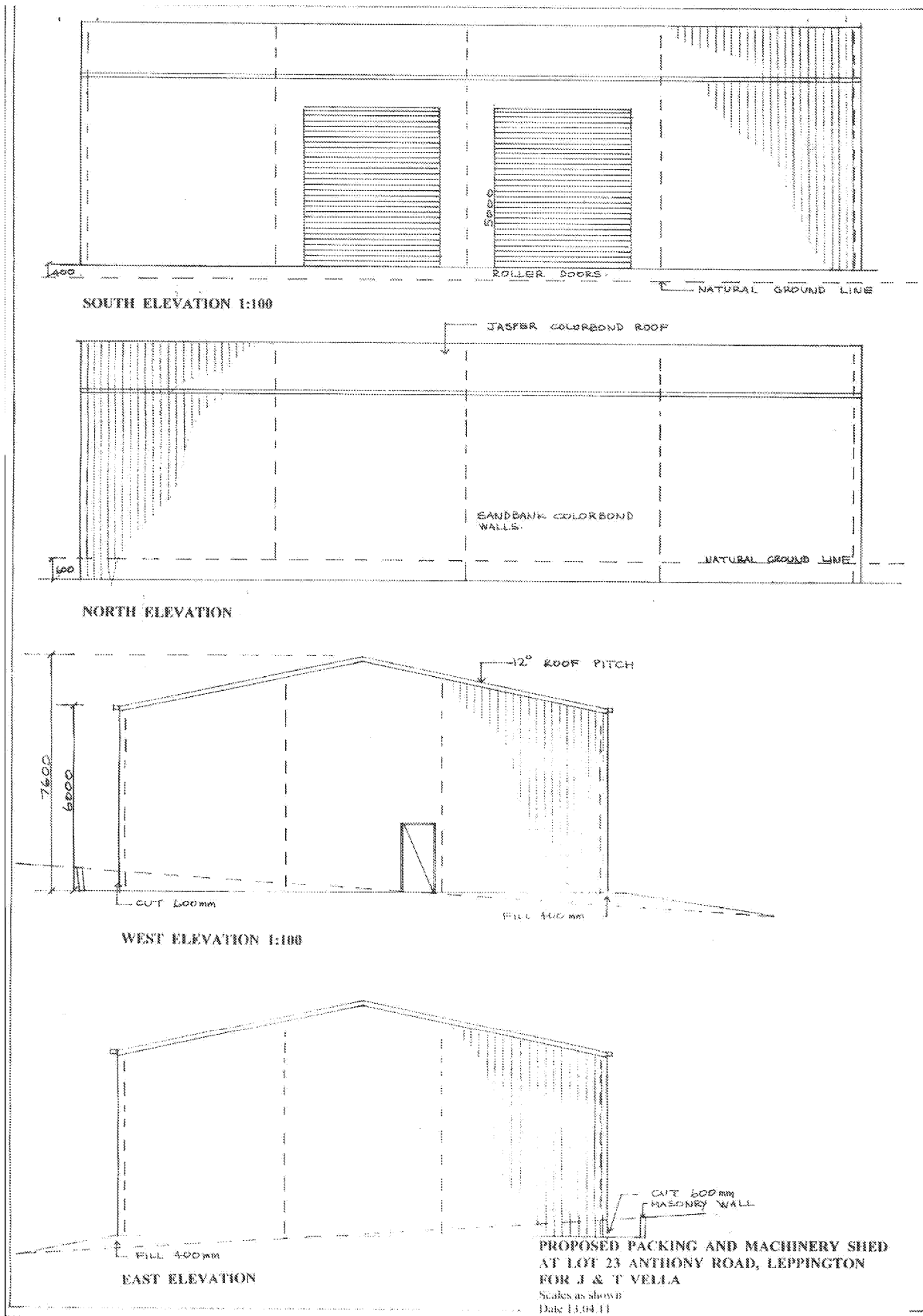
1. Site Location Map
2. Proposed Plans

**ORD01**

ORD01

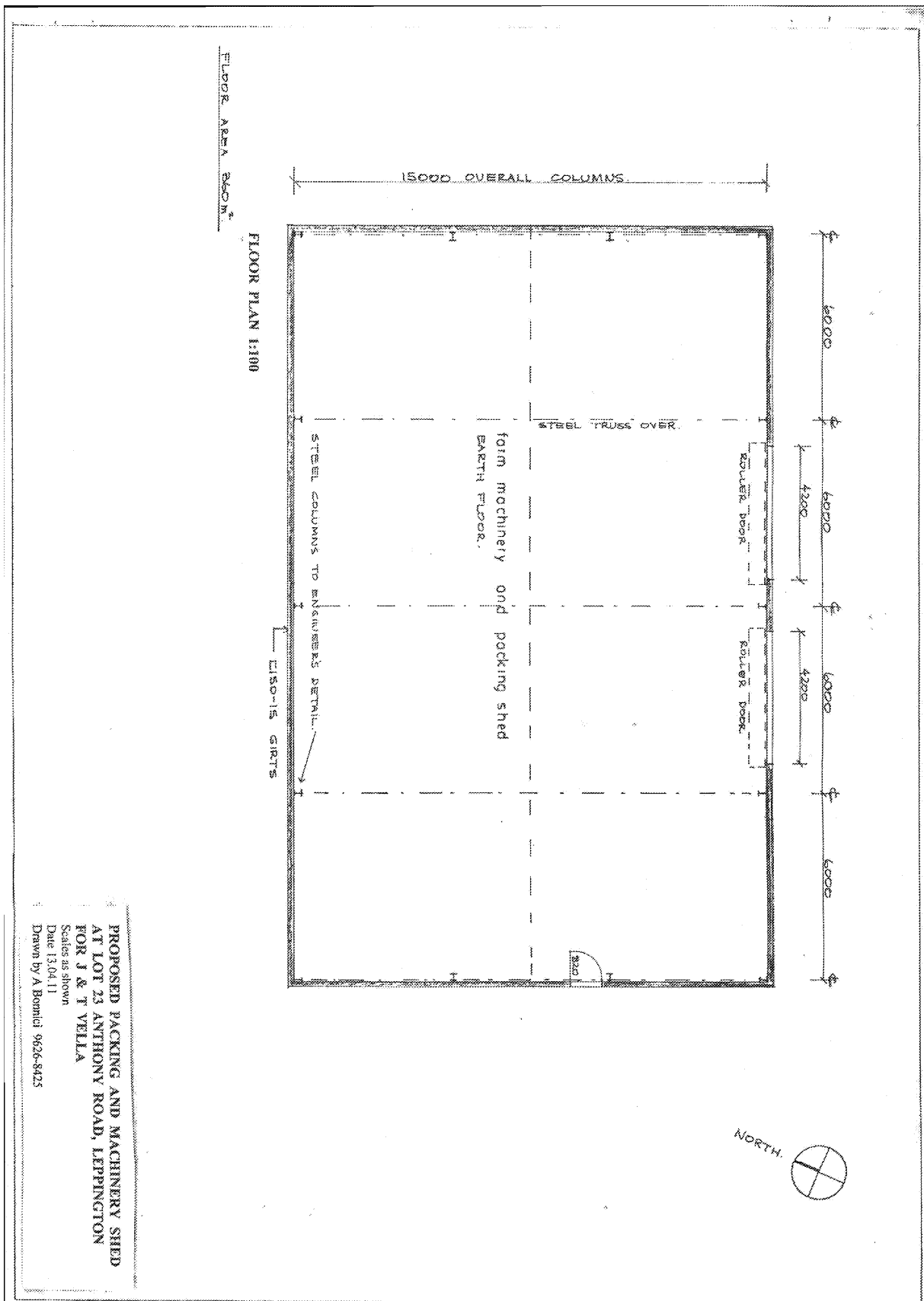
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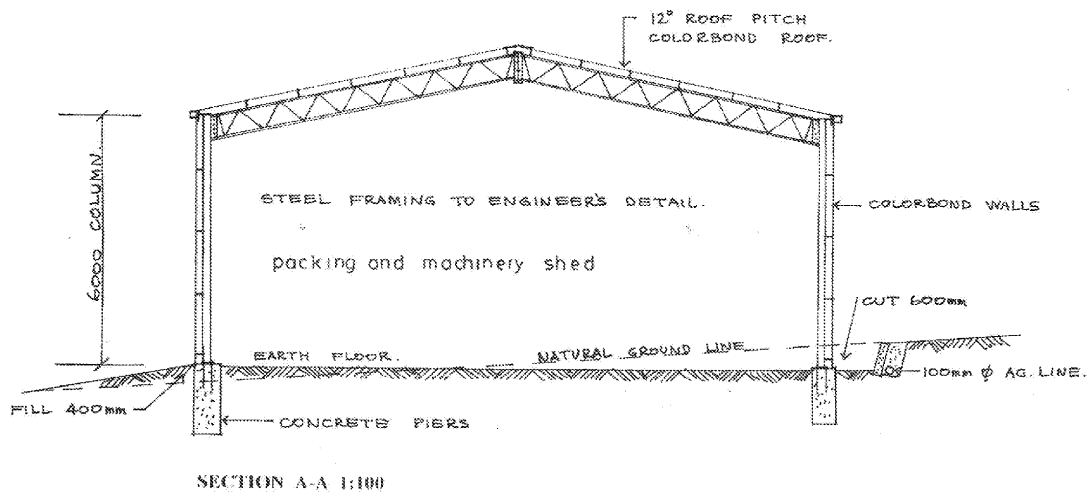




ORD01

Attachment 2



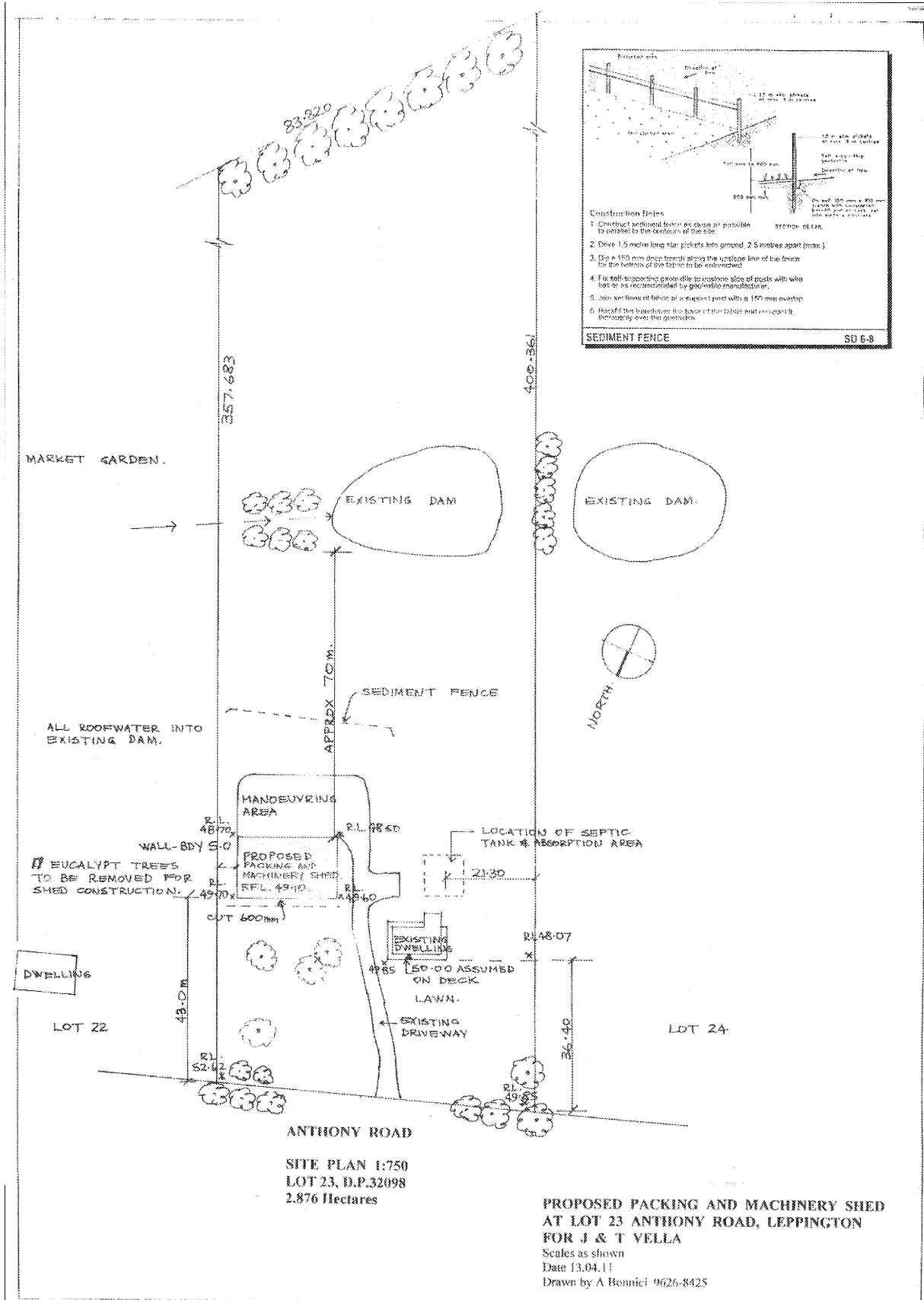


PROPOSED PACKING AND MACHINERY SHED  
AT LOT 23 ANTHONY ROAD, LEPPINGTON  
FOR J & T VELLA  
Scales as shown  
Date 13/01/11  
Drawn by A Bonnici 9626-8425



ORD01

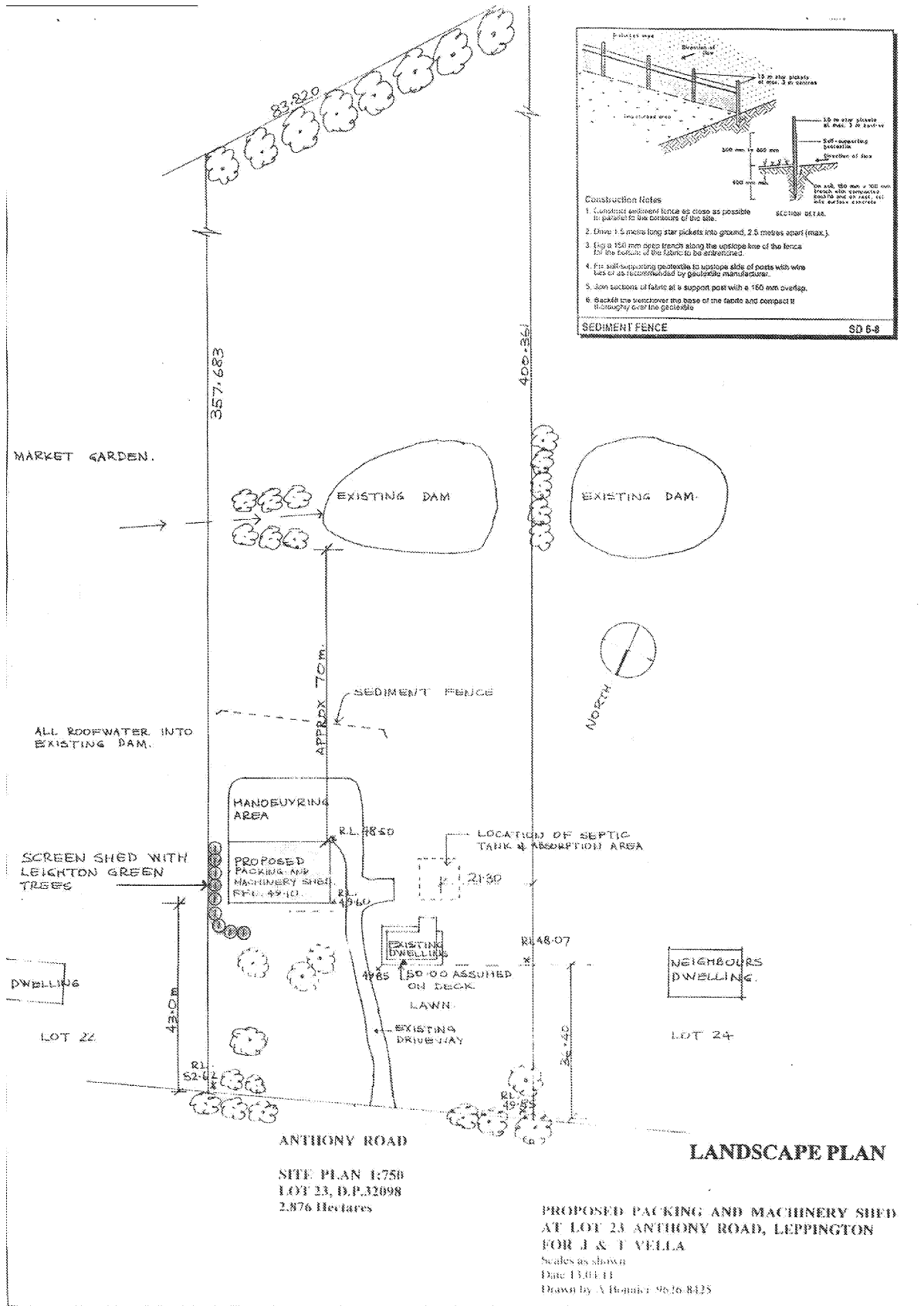
Attachment 2



**SEDIMENT FENCE** SD 6-8

**Construction Details:**

- Construct sediment fence as close as possible to setback to the rear of the site.
- Drive 1.5 metre long star pickets into ground, 2.5 metres apart (max.).
- Dig a 150 mm deep trench along the upslope line of the fence for the bottom of the fabric to be embedded.
- Fit soil supporting geotextile to upslope side of posts with wire net or as recommended by geotextile manufacturer.
- Join sections of fabric at a support post with a 150 mm overlap.
- Backfill the base of the fabric and support it thoroughly over the geotextile.



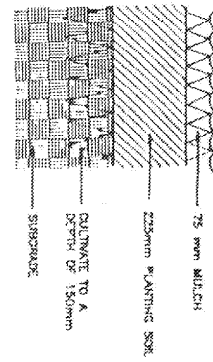
ORD01

Attachment 2

ORD01

Attachment 2

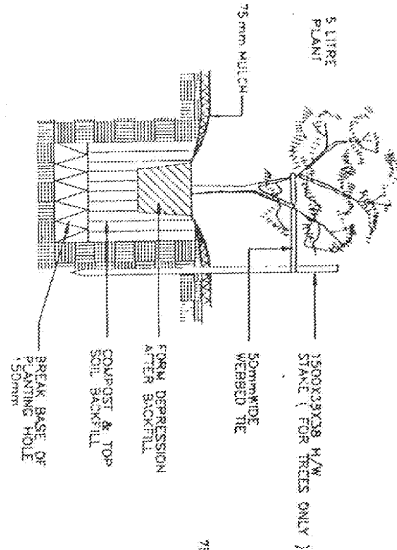
GARDEN BED TYPICAL DETAIL



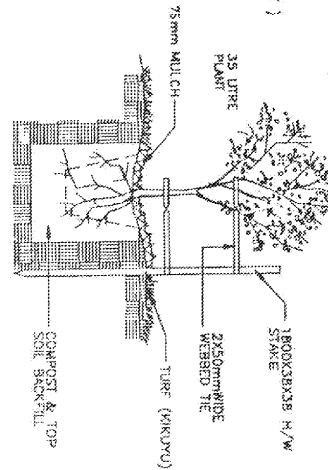
TURF TYPICAL DETAIL



PLANTING & STAKING DETAIL  
IN GARDEN BED AREA



PLANTING & STAKING DETAIL  
IN GRASSED AREA



NR	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT
1	CUPRESSOCYPARIS LETYLANDII	LEIGHTON GREEN	6m

LANDSCAPE PLAN

PROPOSED PACKING AND MACHINERY SHED  
AT LOT 23 ANTHONY ROAD, LEPPINGTON  
FOR J & T VILLA  
Scale: as shown  
Date: 13/06/11  
Drawn by: A. Borrini 9626-8425

## ORDINARY COUNCIL

ORD02

ORD02

**SUBJECT: PROPOSED RESERVE NAME - DAVID SIMPSON RESERVE**  
**FROM:** Director Development & Health  
**BINDER:** Land Use & Planning / Naming of Reserves

---

### PURPOSE OF REPORT

The purpose of this report is to seek Council's endorsement of the name "David Simpson Reserve" for an unnamed public reserve located in Elderslie and to seek a resolution to refer the proposal and Council's endorsement to the Geographical Names Board (GNB) for exhibition.

### BACKGROUND

Council has been requested by Mrs Janet Cook (nee Simpson), who is the eldest daughter of David Park Simpson to consider naming a public reserve "David Simpson Reserve", after her late father.

The proposed public reserve is located within No. 8A (Lot 45 DP1009240) Border Street, Elderslie and is zoned R2 Low Density Residential, under the Camden LEP 2010. **A location plan for the public reserve is provided at the end of this report.**

The proposed reserve name has been assessed by Council staff in accordance with the guidelines published by the GNB. The proposed name meets those guidelines. The proposal has been referred to the GNB, which has advised that it has no objection to the proposed name.

Council endorsement of the name is now required before the proposed name is returned to the GNB for exhibition and possible gazettal.

### MAIN REPORT

The name David Simpson was proposed by Mrs Janet Cook, eldest daughter of late David Simpson, in tribute to her father, who made a worthy and valuable contribution to the Elderslie area through his viticulture and orcharding activities, and association with the community.

Included in her submission, Mrs Cook writes:

*"David Park Simpson was born in Musselburgh, Scotland in 1904. David and his younger brother Alex worked as coalminers from a very young age and in 1929 made the difficult decision to leave their family in Scotland and look for an opportunity and a better life in Australia.*

*David & Alex made their passage to Australia on the 'Bendigo' ship in 1922, and on arrival, David worked in the vineyards at Chipping Norton prior to obtaining a lease on the land at Elderslie, on which he started his viticulture and orchard business from 1946-1974. He passed away in 1983 at the age of 78 years old.*

*David Park Simpson & his wife Mary Eileen Simpson lived on the corner of Hilder Street & Lodges Road, Elderslie on approximately 44 acres of land. The land was part of Church owned lands and was leased from 1945 to 1974. The property boundaries extended to well known local property owners such as Stuckey, Bruchhausers and Folkes....*

*David and Mary's good family friends were Bob & Bella McLennan who lived at Camden Police Station (Bob was a policeman) and they all regularly attended Camden Presbyterian Church. All of David & Mary's six children were also baptised there. Tragically one of David & Mary's children (James Simpson) drowned in 1958 whilst staying with the McLennan's (at their holiday cottage at Brooklyn), and most of the people in Camden knew about this sad event. David, Mary & James are all buried at the Presbyterian Cemetery at Cawdor.*

*In 1953 David and in particular Mary instigated along with Mrs Dunbar (of Lodges Road) a bus service after organising a list of children who had to walk a long distance of over two miles to school every day. Higletts Buses then picked up the children to and from the schools in Camden....*

*David Simpson made a worthy and valuable contribution to the Elderslie area through his viticulture and orchard's activities and in his association with the community and well known families including Folkes & Bruchhauser whom he shared land boundaries. He also had many friends in the town and shared a strong sense of community spirit where people would help each other whenever assistance was needed.....*

*The unnamed public reserve in Border Close, is actually located on part of the 44 acre parcel of land that David Simpson leased from the Church and lived on with his family for almost 30 years....."*

**A copy of the submission by Mrs Cook is provided with the Business Paper Supporting Documents.**

The GNB is the naming authority in this circumstance and has the role of assigning names to places and natural features. The GNB's guidelines and procedures are aimed at ensuring community input, giving all parties a say in a naming decision, and avoiding duplication of names.

The GNB has advised Council that the following process is required to be followed in respect of having a park name approved. If approved by the GNB, the park name will be formally included in the official Place Names register.

1. The land owner or the developer or a resident provides to Council a proposed reserve name.
2. The proposed reserve name is checked by Council staff in accordance with the Guidelines published by the GNB
3. The reserve name that meets the guidelines is referred to the GNB for comment.
4. A report is sent to Council by a Council officer, seeking endorsement of the proposed reserve name, that is able to be approved by the GNB
5. The GNB exhibits the proposed reserve name in the local media for 30 days, inviting submissions.

6. If objections are received by the GNB, they will be forwarded to Council by the GNB for review.
7. If no objections, then the GNB gazettes the name and notifies Council of the gazettal.

**Steps 1 to 3** have now been completed and this report has now been prepared in accordance with **Step 4**.

The proposed reserve name has been considered by Council officers to be appropriate, taking into account the history of David Park Simpson and his family.

Consequently, the proposed name is now able to be recommended to Council for endorsement. Officers are also able to recommend that Council resolve to refer the proposal to the GNB to continue the naming process.

### **CONCLUSION**

Mrs Jane Cook (nee Simpson) has submitted an application and background information in support of a reserve name to be forward to the GNB upon Council's endorsement. The reserve is located at No. 8A (Lot 45 DP1009240) Border Close, Elderslie.

The proposed name 'David Simpson Reserve' is in accordance with guidelines as determined by GNB which seek to recognise outstanding achievement in the community by commemoratively naming relevant geographical features.

The application and supporting information have been considered and Council officers are able to recommend that Council endorse the proposed naming of the currently unnamed reserve located at Elderslie and also that Council resolve to refer the proposal and its endorsement to the GNB to enable the naming process to be continued.

### **RECOMMENDED**

**That Council:**

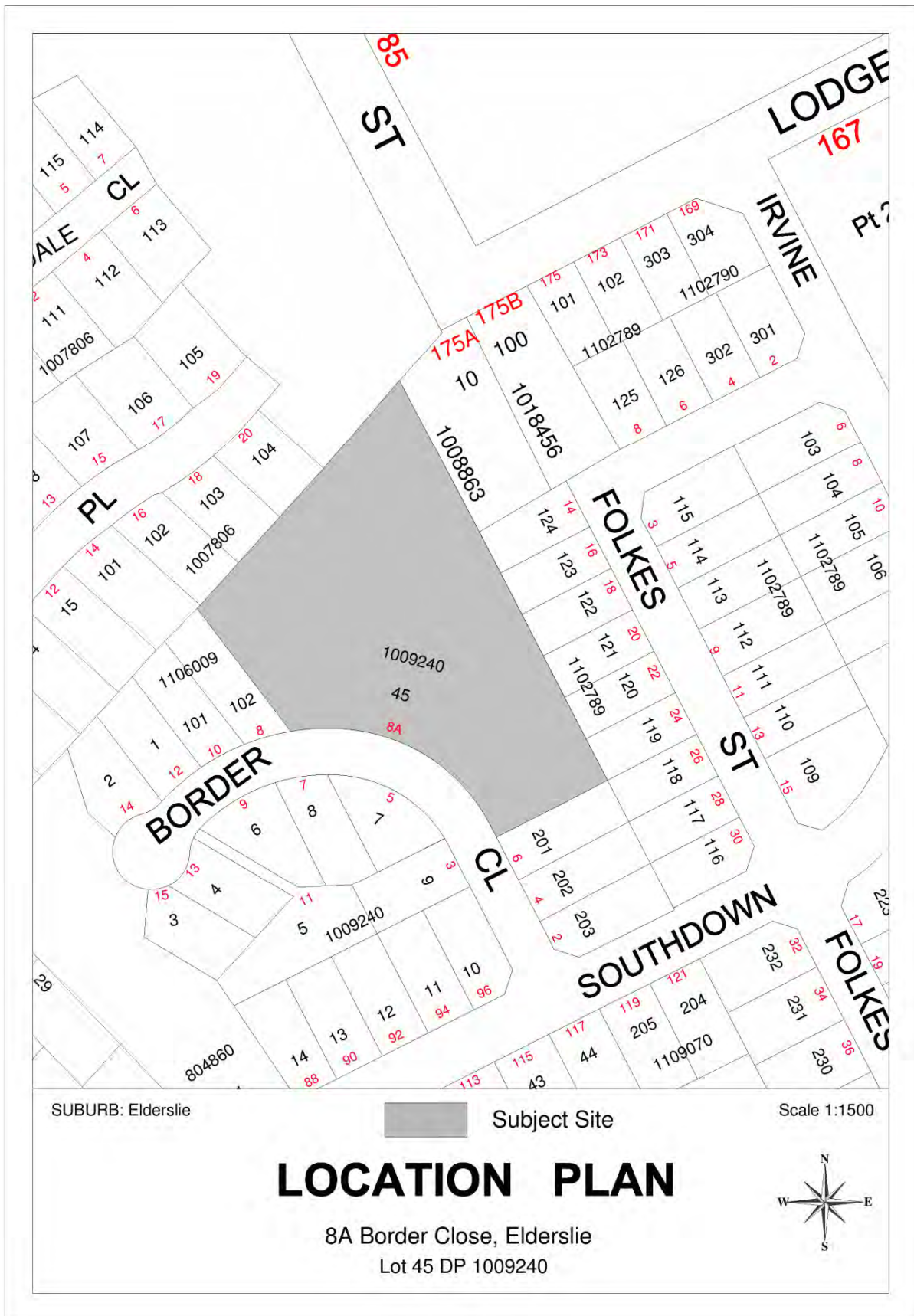
- i. **endorse the name 'David Simpson Reserve' for the site at 8A (Lot 45 DP1009240) Border Close, Elderslie; and**
- ii. **refer the application prepared by Mrs Jane Cook and its endorsement to the Geographical Names Board for 30 days exhibition, to be considered by it for formal gazettal.**

### **ATTACHMENTS**

1. Location Plan
2. Submission - *Supporting Document*

ORD02

Attachment 1



## ORDINARY COUNCIL

ORD03

ORD03

**SUBJECT: PROPOSED ROAD NAMING - GREGORY HILLS**  
**FROM:** Director Development & Health  
**BINDER:** Land Use & Planning/Naming of Roads

---

### PURPOSE OF REPORT

The purpose of this report is to seek Council's resolution to endorse a proposed list of road names to be assigned to new roads within the Gregory Hills release area and to continue with the new road naming process required by the Geographical Names Board (GNB).

### BACKGROUND

The developers of Gregory Hills, Dart West Developments Pty Ltd, have put forward a list of proposed road names to be considered for approval. This list is in addition to the list previously considered by Council at its meeting of 24 August 2010.

Gregory Hills was officially declared a new suburb by the GNB in August 2008 and is situated within the South West Area Growth Centre Turner Road Precinct.

The proposed names have been considered by Council officers in accordance with the guidelines as set by the GNB and are now able to be referred to Council for endorsement, to allow the road naming process to continue. **A location plan is provided at the end of the report.**

### MAIN REPORT

The GNB has advised Council that the following process is required to be followed by the relevant roads authority in respect of having new road names approved. In this instance, Council is the roads authority:

1. The developer of the land provides to Council a list of proposed road names.
2. These are checked by Council staff in accordance with the guidelines published by the GNB.
3. The names that meet the guidelines are referred to the GNB for comment.
4. A report is sent to Council by Council officers, seeking endorsement of the list of names that are able to be approved by the GNB.
5. The endorsed list is published in a proposal notice in a local newspaper, ensuring that the notice states that written submissions on the name/s may be made to Council.
6. Council concurrently serves notice of its proposal on Australia Post, the Registrar General, Surveyor General and, in the case of a classified road, on the RTA if it is not the authority involved.



7. All submissions are compiled and the list of road names is reviewed by officers.
8. The results of the notification period are reported back to Council, with any recommendation for approval.
9. The approved names are published in the NSW Government Gazette and in local newspapers.
10. Council informs Australia Post, the Registrar General, Survey General and the RTA, giving sufficient particulars to enable the road to be identified.

**Steps 1 to 3** of this process have been undertaken and this report has now been prepared in accordance with **Step 4**.

The proposed list of new road names to be used in the Gregory Hills release area, for which endorsement is sought, is as follows:

<b>Name: Native Trees</b>	<b>Name: Native Birds And Animals</b>	<b>Name: Agriculture and Livestock</b>	<b>Name: Shakespeare</b>
Myall	Musk	Drover	Shakespeare
Myrtle	Grey Teal	Wheat	Romeo
Flame Tree	Chestnut	Acre	Hamlet
Ivory Curl	Pacific	Baler	Macbeth
Prima Donna	Cockatoo	Fallow	Othello
Frangipani	Dove	Fleece	Timon
Firewheel	Galah	Hedge	Athens
Riberry	Lorikeet	Mayweed	Titus
Water Gum	Rosella	Meadow grass	Cleopatra
Cherry	Kookaburra	Farmer	Kingdom
Correa	Dollarbird	Crop	Roman
Dusky	Wattlebird	Braford	Phoebus
Violet	Miner	Charbray	Nile
Rosemary	Robin	Galloway	Creaser
Limelight	Whipbird	Friesian	Antonio
Coral Flame	Sittella	Bazadais	Capulet
Pink Mist	Whistler	Buffalo	Emperor
Ginger	Flycatcher	Bonsmara	Julius
Warrigal	Fantail	Brangus	Dolabella
Bluebell	Wagtail	Braunvieh	Duncan
Golden Wattle	Currawong	Harvest	Fitzwater
	Bowerbird	Herd	
	Sparrow	Plough	
	Finch	Bue Lingo	
	Mistletoe	Burienshire	
	Swallow	Canchim	
	Blackbird	Dexter	
	Starling	Perendale	
	Echidna		
	Wallaby		

	Kangaroo		
	Wallaroo		
	Brushtail		
	Ringtail		
	Songbird		
	Peewee		

ORD03

<b>Name: Periodic Table</b>	<b>Name: Australian pioneers, settlers and exploration</b>	<b>Name: Australian Names of Rural Towns St Greg's boarders</b>	<b>Name: National Parks</b>
Silver	Fleet	Orange	Acheron
Bohrium	Frederick	Cobar	Akuna
Bromine	Tasman	Dubbo	Anvil
Calcium	Condamine	Scone	Mimosa
Cobalt	Bight	Silverton	Arakoon
Copper	Rockingham Bay	White Cliffs	Arakwal
Iron	McMillan	Ivanhoe	Archway
Gallium	Cape York	Oaklands	Audley
Hydrogen	Barrier	Charlton	Conimbla
Helium	Giles	Rochester	Blue Gum
Potassium	Expedition	Shepparton	Wallarah
Lithium	Jervis	Cowra	Heathcote
Magnesium	Botany	Lithgow	Long Reef
Nitrogen	Pandora	Mudgee	Narrabeen
Sodium	Shackleton	Wedderburn	Wollemi
Neon	Murrumbidgee	Cooma	Minnamurra
Nickel	Torres Strait	Jindabyne	Nattai
Oxygen	Gulf	Bega	
Lead	Kosciusko	Hillston	
Platinum	Pioneer	Yass	
Sulfur	Settler	Glen Innes	
Titanium	Explore	Armidale	
Uranium	Antarctic	Tamworth	
Tungsten	Hemisphere	Gunnedah	
Xenon		Junee	
Zinc		Wee Jasper	
		Berridale	
		Dalgety	
		Narooma	

Name: Astronomy		Name: Camden History
Eclipse	Metis	Farm Cove
Twilight	Asteroid	Warby
Milky Way	Universe	Kew
Galaxy	Atlantis	Benkennie
Moon	Discovery	Cumberland
Equinox	Enterprise	Taurus
Galactic	Messenger	
Light Year	Challenger	
Solar	Apollo	
Meridian	Freedom	
Orbit	Swift	
Radiant	Hubble	
Sun	Voyager	
Mercury	Dawn	
Venus	Explorer	
Earth	Galileo	
Mars	Gemini	
Jupiter	Glory	
Saturn	Odyssey	
Neptune	Horizon	
Pluto	Pioneer	
Deimos	Polar	
Luna	Spitzer	
	Viking	

As a result of the referral to the GNB and the assessment by Council officers, the list below has been prepared and represents those proposed names from the Master List that are not considered to adequately meet the GNB guidelines for road naming.

The proposed list of exclusions has been discussed with the developer and agreed to.

ALLAMBIE	Similarity to Allenby Rd at Rossmore
BARRINGTON TOPS	Similarity to Barrington at Gregory Hills
BRAHMAN	Similarity to Brahma at Spring Farm
CAMDEN	Duplication with Camden ByPass
CARBON	Similarity to Carden St at Oran Park
CORELLA	Similarity to Correllis St at Harrington Park
ESSEX	Similarity to Essig St Spring Farm
EVANS	Duplication with Evans St at Oran Park
FORBES	Duplication with Forbes St at Oran Park
FRANKLIN	Duplication with Franklin St Oran Park
HUNTER	Duplication with Hunter St, at Camden South
JULIET	Similarity to Julius listed in this proposal
PHOBUS	Similarity to Phoebus listed in this proposal
PIPIT	Similarity to Phippen St at Harrington Park
STARLIGHT	Duplication with Starlight at Harrington Park

If Council also endorses the above list of proposed new road names, the list will be published in the local newspaper and written submissions to Council will be invited for a period of 30 days.

The outcome of the notification period will then be the subject of a separate report to Council with recommendations and seeking further direction.

### **CONCLUSION**

A request has been received by Council from Dart West Developments Pty Ltd to adopt a list of names to be used for new roads in the Gregory Hills release area.

The proposed list of road names has been considered by Council officers and the GNB and is now able to be recommended to Council for endorsement and resolution to proceed with the required road name approval process detailed in this report.

If the list is endorsed, a 30 day submission period will be undertaken and a further report provided to Council with the results of the exhibition.

### **RECOMMENDED**

**That Council:**

- i. endorse the list of new road names within this report, for use in the Gregory Hills release area;**
- ii. proceed with the new road naming process detailed in this report; and**
- iii. be provided with a further report detailing the results of the 30 day public exhibition period.**

### **ATTACHMENTS**

1. Location Plan

ORD03

Attachment 1





## ORDINARY COUNCIL

ORD04

ORD04

**SUBJECT: DEVELOPMENT CONTROLS FOR IRONBARK AVENUE, CAMDEN (OLD BUS DEPOT)**

**FROM:** Director Governance

**BINDER:** Ironbark Avenue/Former Bus Depot

---

### PURPOSE OF REPORT

The purpose of the report is to seek reaffirmation to adopt the development controls for Ironbark Avenue. The controls are **provided as Attachment 1 and Attachment 2 to this report.**

### BACKGROUND

At its meeting of the 5 April 2011 Council resolved to adopt the publicly exhibited Planning Proposal to rezone land at 11 Ironbark Avenue, Camden (old Camden bus depot site) and send to the Department of Planning and Infrastructure so the plan could be made. At this meeting Council also resolved to adopt the development controls for the former bus depot and the wider Ironbark Avenue area.

### MAIN REPORT

The rezoning of the old bus depot site was published on 22 July 2011. This means that the subject land is now rezoned R3 Medium Density. The development controls were not able to come into force until the rezoning had occurred.

Development controls for the former bus depot and the wider Ironbark Avenue area formed part of the supporting documents to the Planning Proposal to rezone the subject site, and were part of the exhibition.

The development controls are based on design principles outlined in a planning review commissioned for the whole of Ironbark Avenue. These design principles address issues such as landscaping, building articulation, driveway access and interface issues with the adjoining residential areas and the existing light industrial area.

While these development controls have already been adopted by Council, the Environmental Planning and Assessment (EP&A) Regulations 2000 Clause 21 requires that Council give public notice of its adoption in a local newspaper within 28 days after the decision is made. As a result of this regulation, a reaffirmation of the development controls is required.

### CONCLUSION

The adoption of the development controls will facilitate a good outcome for any development of the R3 Medium Density site and good amenity and landscaping of the wider Ironbark Avenue.

If Council adopts the controls they will form part of Camden DCP 2010 and will be in force once a notice appears in the local paper.

**ORD04**

**RECOMMENDED**

**That Council:**

- i. Reaffirm the adoption of the development controls for the former bus depot and the wider Ironbark Avenue area; and**
- ii. Place a notice in the local paper of the adoption of the controls**

**ATTACHMENTS**

1. DCP Bus Depot Site
2. DCP Ironbark Ave, Camden South

### D2.3.8 Former Bus Depot Site (Ironbark Avenue, Camden South)

#### Background

The former bus depot site is located on land bounded by Pindarri Avenue, Belar Road, Dobroyd Avenue and Ironbark Avenue, as shown with a red line in **Figure 1** below.

FIGURE 1 – LOCATION OF IRONBARK AVENUE PRECINCT



A concept masterplan has been prepared for the former bus depot site and was driven by the need to provide details of the general built form that should be achieved on this site in Ironbark Avenue. It is indicative only, and may be subject to change, provided the objectives and controls are met. The concept masterplan for the site is presented in **Figure 2**; whilst concept elevations are provided in **Figure 3**.



ORD04

Attachment 1

FIGURE 2: IRONBARK AVENUE PRECINCT MASTERPLAN

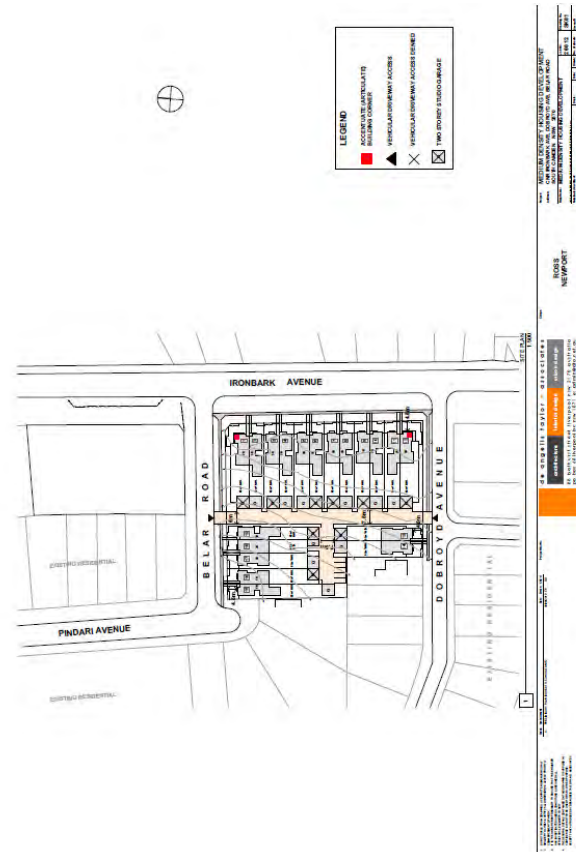
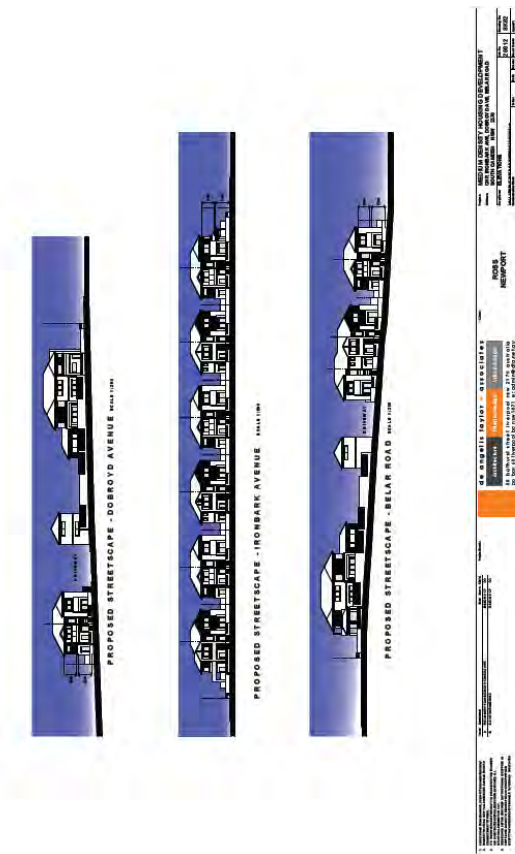


FIGURE 3: IRONBARK AVENUE PRECINCT CONCEPT ELEVATIONS



### Salinity

- **Controls:**
- 
- 1. Reference is to be made to requirements for salinity addressed in Section B1.3 of this DCP.
- 2. The Salinity Management Plan shall be submitted with the Development Application and is to be in accordance with the Salinity Management Plan for 11 Ironbark Avenue' prepared by Environmental Earth Sciences NSW September 2010.

### Tree Planting

#### Objectives:

1. To create a soft, informal separation and aesthetically pleasing green interface between the residential and light industrial areas.
2. To provide a higher level of public amenity by creating a safe, functional and professionally landscaped road verge open space area.

#### Controls:

1. Any Landscape Plan prepared for the site is to be generally in accordance with the concept landscape plan shown in **Figure 4**.

### Contamination

#### Background

A Stage 1 Environmental Site Assessment of the former bus depot site was undertaken at the rezoning stage to identify the potential for contamination as a result of past landuses. The Assessment identified areas that are potentially contaminated. None of the identified constraints were considered to present a high risk to preclude the rezoning.

Phase 2 investigations were undertaken in respect of the Areas of Environmental Concern (AECs) and recommended that a Remediation Action Plan shall be prepared and implemented as part of the development application process for development of the former bus depot site for residential purposes. A precautionary approach is adopted considering the development involves contaminated or potentially contaminated land. Such reports are available from Council Administration Offices.

A Remediation Action Plan (RAP) was prepared by Environmental Earth Sciences, dated November 2010 (version 3), to confirm that identified contamination is capable of being remediated to make the site suitable for its intended (residential) use.

#### Objectives

- (a) To minimise the risks to human health and the environment from the development of potentially contaminated land; and
- (b) To ensure that potential site contamination issues are addressed at the development stage.

**Controls**

1. The Remediation Action Plan (RAP), as endorsed by an EPA accredited site auditor, provides an acceptable strategy to address the remediation of identified contaminants at the site. Compliance with the RAP will be required where future residential development is proposed.
2. Compliance with Camden Council's 'Management of Contaminated Lands Policy' will be required for any development proposal.

**Public Domain****Background**

The proposed redevelopment of the former bus depot site has incorporated a streetscape that has open parkland like atmosphere to enrich the local area. The landscape retains existing large significant Iron Bark trees, which are cultural significant to the name Ironbark Avenue. Increased public amenity has been provided with additional planting of evergreen and deciduous street trees and low maintenance ground cover grasses. The deciduous trees provide seasonality and fit in with the landscape style of Camden.

The proposed development has been designed to be sympathetic in its integration with the existing residences and the proposed streetscape to be continued in the surrounding area, including the opposite side of the street (refer to **Figures 4 & 5**).

**Objectives**

1. To provide a safe, clear and quality accessibility network .
2. To provide a pleasant, informal and green interface between the residential and light industrial sections.
3. To retain and enhance the existing significant landscape elements and trees with additional plantings to provide an improved landscape amenity for the community..

**Controls**

1. No vehicle access onto Ironbark Avenue .
2. Any Landscape Plan prepared for the site is to be generally in accordance with the concept landscape plan shown in Figure 4

ORD04

Attachment 1

FIGURE 4: IRONBARK AVENUE PRECINCT LANDSCAPE CONCEPT (STREETSCAPE)



FIGURE 5: IRONBARK AVENUE PRECINCT LANDSCAPE CONCEPT (ELEVATIONS)



3.4 LANDSCAPING

Controls

1. Any residential redevelopment for the former bus depot site is to include the adjacent road verge/nature strip open space areas and those road verge/nature open area are to be landscaped in accordance with the concept landscape plan shown in **Figure 4**.

**ORD04**

2. Any proposed landscaping, for all sites, is to be designed to enhance and be sympathetic to all existing significant trees and landscaping elements and to include the concepts detailed in the Landscape Plan shown in **Figure 4**.

**Attachment 1**

### D4.5.3 Ironbark Avenue, Camden South

#### Background

The Ironbark Avenue Precinct comprises land zoned IN2 Light Industrial, as shown with a red line in Figure 1 below.

FIGURE 1 – LOCATION OF IRONBARK AVENUE PRECINCT



#### Tree Planting

##### Background

The Ironbark Avenue Precinct contains scattered native vegetation. Opportunities do, however, exist to create an attractive streetscape for the precinct as depicted in **Figure 2** below.

##### Objectives

1. To promote the landscape treatment of the Precinct by providing opportunities to increase landscaping within and external to sites.

ORD04

Attachment 2



2. To create a soft, informal separation and aesthetically pleasing green interface between the residential and light industrial areas.

3. To provide a higher level of public amenity by creating a safe, functional and professionally landscaped road verge open space area.

ORD04

#### Controls

1. A Landscape Plan prepared for any development site within the Ironbark Avenue IN2 zone is to compliment and to be generally in accordance with the concept landscape plan shown in **Figure 2**.

#### Acoustic Amenity

##### Background

Noise is a characteristic of the operation of certain industrial landuses and the accessing of such areas by industrial traffic. It must be managed so as to achieve established environmental objectives. It should be noted, however, that precise management measures for road related noise in particular will be dependent upon the type of industrial landuse.

In deriving acoustic strategies it will be important to avoid compromising proposed and existing industrial landuses and not unduly compromising the lifestyle of existing and future residential development.

##### Objectives

1. To establish design criteria for noise emissions from industrial or other employment-generating development within the Ironbark Avenue Precinct;
2. To establish acoustic environmental goals for existing and future developments adjacent to residential areas;
3. To minimise the adverse impact of noise emissions on surrounding residential enjoyment;
4. To ensure visual impacts are minimised in the development and implementation of acoustic strategies;
5. To ensure that development does not cause adverse environmental impacts from noise and vibration; and
6. To discourage the use of local streets by heavy vehicles.

##### Controls/Requirements

1. Where it is considered likely that a development may cause an adverse impact on nearby residential areas, noise impact must be assessed in accordance with Council's Environmental Noise Policy to determine if any acoustic assessment is required. Any required acoustic assessment must be submitted with the development application.

#### Site Development and Urban Design

Attachment 2

---

**Public Domain****Background**

The proposed redevelopment of this area has incorporated a streetscape that has open parkland like atmosphere to enrich the local area. The landscape retains existing large significant Iron Bark trees, which are culturally significant to the name Ironbark Avenue. Increased public amenity has been provided with additional planting of evergreen and deciduous street trees and low maintenance ground cover grasses. The deciduous trees provide seasonality and fit in with the landscape style of Camden.

**Objectives**

1. To provide a clear, functional and safe accessibility network.
2. To provide an enhance amenity for the general community. By retaining significant existing landscaping elements and trees and planting new trees and other landscaping within the open space areas.
3. To provide a pleasant, informal and green interface between the residential and light industrial sections.

**Controls**

1. Any Landscape Plan prepared for the site is to be generally in accordance with the concept landscape plan shown in Figure 2.

**ORD04****Attachment 2**

FIGURE 2: IRONBARK AVENUE PRECINCT LANDSCAPE CONCEPT (STREETSCAPE)

ORD04

Attachment 2



## ORDINARY COUNCIL

ORD05

ORD05

**SUBJECT: CONSTRUCTION OF LIZ KERNOHAN DRIVE BETWEEN LODGES ROAD AND RICHARDSON ROAD – DEPARTMENT OF PLANNING AND INFRASTRUCTURE AGREEMENTS**

**FROM:** Director Governance

**BINDER:** Spring Farm

**PREVIOUS ITEMS:** ORD06 - CONSTRUCTION OF LINK ROAD BETWEEN LODGES ROAD AND RICHARDSON ROAD – PRELIMINARY ACTIONS TO DELIVER THE INFRASTRUCTURE PACKAGE - Ordinary Council - 28 June 2011

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### PURPOSE OF REPORT

The purpose of this report is to seek Council's support in delegating authority to the General Manager to negotiate and sign a Memorandum of Understanding with the Department of Planning and Infrastructure (DPI), a mechanism to deliver the Camden Bypass/Liz Kernohan Drive Intersection Infrastructure Package (Infrastructure Package)

### BACKGROUND

Council, at its meeting on 28 June 2011, resolved to enter into negotiations with the DPI to develop a Voluntary Planning Agreement (VPA) which would see Council issue the DPI Section 94 monies in return for the delivery of the Infrastructure Package. As a result of the above, Council would then lift the current lot thresholds which restrict the release of lots within Elderslie and Spring Farm.

The Infrastructure Package to be delivered by the DPI included the following:

- Construction of a signalised intersection and its tail outs at the Camden Bypass/Liz Kernohan Drive intersection, which will include relevant street signposting, street lighting, and utility adjustment;
- Construction of a roundabout and its tail outs at the Richardson Road/Liz Kernohan Drive intersection;
- Construction of a two-way dual lane carriageway, extending from the tail outs of both intersections detailed above which will widen on the approach from all directions to the Camden Bypass/Liz Kernohan Drive intersection. The widening will include the provision of right hand turning lanes on the approach and merging slip lanes on the exit of the intersection; and
- Construction of central median islands along the stretch of proposed road.

A copy of the Council report is provided as **Attachment 1 to this report**.

## MAIN REPORT

Original discussions with the DPI indicated a VPA between Council and the DPI would be negotiated and entered into to facilitate the delivery of the Infrastructure Package. The specific outcomes to be derived from entering into the VPA entail the following:

- Define the scope of works;
- Provide an agreed timeframe for the delivery of the works; and
- Contain provisions for the shared funding of the proposed works (i.e. allocation of Section 94 funds and Special Infrastructure Contribution funds)

Essentially, the VPA was a mechanism to deliver the Infrastructure Package whilst Council provides approximately \$5,000,000 in Section 94 funding at various milestones throughout the project.

Following a review of the steps required and legal advice, it is considered that a VPA may not be the most appropriate mechanism for the agreement. This is because a VPA defined by Clause 93F (1) of the *Environmental Planning and Assessment Act 1979*, is being a “*Voluntary agreement... between a planning authority and a person (the developer)*”. Given this agreement is between Council and the DPI, two planning authorities, it is considered that this is not the appropriate mechanism to agree upon and secure the works to be undertaken.

In this regard, the appropriate mechanism to record the agreement between Council and DPI is a Memorandum of Understanding (MOU). An MOU provides the following benefits to Council:

- Delivery of Funds
  - The MOU does not require the staged funding to the DPI throughout the various stages of construction.
- Resource Saving
  - The MOU avoids the need for public exhibition, however, the DPI will undertake a public exhibition to provide transparency in the process;
  - The MOU does not go through the exhaustive legal process, which is the case for a VPA.
- Cost
  - The cost (and time) of preparation and execution of a MOU is significantly less than that of a VPA.

Once the MOU has been agreed, lot thresholds currently burdening Spring Farm and Elderslie can be abolished. These benefits facilitate the ongoing development of the release areas and maintains a positive cash flow to provide funding for other essential infrastructure and facilities within the respective residential release areas.

## **CONCLUSION**

Given the nature of the development and further analysis of the mechanisms to facilitate the delivery of the Infrastructure Package, it is demonstrated that a MOU with the DPI is the most effective and efficient process to undertake. The process of executing a MOU maintains the transparency of the process whilst delivering the intended outcomes envisaged from the VPA in a time and cost effective approach.

## **RECOMMENDED**

**That Council delegate authority to the General Manager to enter into negotiations and sign a Memorandum of Understanding with the Department of Planning and Infrastructure for the delivery of the Camden Bypass/Link Road/Richardson Road Infrastructure Package.**

## **ATTACHMENTS**

1. [Copy of Previous Council Report](#)

ORD05

Attachment 1

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## ORDINARY COUNCIL

ORD06

**SUBJECT:** CONSTRUCTION OF LIZ KERNOHAN DRIVE BETWEEN  
 LODGES ROAD AND RICHARDSON ROAD –  
 PRELIMINARY ACTIONS TO DELIVER THE  
 INFRASTRUCTURE PACKAGE

**FROM:** Director Governance

**FILE NO:** Spring Farm/Elderslie

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### PURPOSE OF REPORT

The purpose of this report is to seek the endorsement of Council to proceed with the preliminary negotiations with the Department of Planning and Infrastructure (DPI) and various land owners to facilitate the construction of Liz Kernohan Drive from Lodges Road in Elderslie to Richardson Road in Spring Farm, and including the Camden Bypass Intersection. A locality map is **provided as Attachment 1 to this report.**

### BACKGROUND

Currently, development growth within the Elderslie and Spring Farm residential release is limited by lot yield thresholds presently in place for these release areas.

In 2006, traffic engineering consultants were commissioned by the Developers/Consortiums of both Elderslie and Spring Farm to determine the maximum lot threshold for lots to be developed before the levels of service of in tersections and public amenity became unstable for the respective communities.

The basis upon which the lot thresholds were determined was based on the local residential amenity and the forecast traffic conditions in the Elderslie locality, in particular the impacts on Southdown Road. The lot threshold was determined to be 627 lots for the Elderslie release area before the residential amenity was disturbed and the local traffic conditions are compromised.

In the case of Spring Farm, the lot threshold was determined based upon the traffic capacity and level of service for the Macarthur Road/Camden Bypass on/off ramp intersection. This threshold was determined to be a total of 1,226 lots before the level of service of the intersection would fail.

Upon submission of the reports, Council adopted the recommendations and would only relinquish these thresholds should the following solutions be operational:

- Elderslie – Construction of a link between Lodges Road and Camden Bypass to divert traffic off Lodges Road, Hilder Street and Richardson Road;
- Spring Farm – Construction of a link from Richardson Road to the Camden Bypass to allow traffic to be diverted from Richardson Road to the Camden Bypass.

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This is the report submitted to the Ordinary Council Meeting held on 28 June 2011 - Page 1

The following table demonstrates the thresholds and current lot production, current as of the date of this report:

	Lot Threshold	Lots Released (With Subdivision Certificate)	Difference	Lots Approved (Without Subdivision Certificate)	Total
Elderslie	627	581	46	299	880
Spring Farm	1226	554	672	379	933

In line with Council's current policy, Subdivision Certificates will be withheld from release once the lot threshold has been reached in the respective release area. Whilst the Spring Farm release has been developed to 45% of the lot threshold, it is evident in the table above that the Elderslie release is threatening the lot threshold. Therefore, in keeping with policy, it is imminent that further development within the Elderslie release will cease.

In order for development to progress, the lot threshold needs to be removed and it is Council's position that this should not be altered until there is some reassurance that the proposed Liz Kernohan Drive is constructed and operational between Lodges Road and Richardson Road, together with a signalised intersection at the Camden Bypass. **Refer to Attachment 1 at the end of this report.**

Council has been in consultation with the DPI for several years regarding the construction of the Camden Bypass intersection. Significant progress has been made in recent months with the DPI proposing to enter into a Voluntary Planning Agreement with Council to secure the construction of the work and provide funding assistance to top up the funds available from development contributions levied by the Council.

#### MAIN REPORT

The ongoing subdivision of land within the Elderslie and Spring Farm residential release areas is governed by lot thresholds. It has been Council's position that the construction of the Camden Bypass intersection, Liz Kernohan Drive (from Lodges Road to Richardson Road) and the Liz Kernohan Drive/Richardson Road intersection will connect the Spring Farm and Elderslie release areas to the Camden Bypass, alleviating pressures on the local amenity, and trigger the removal of the lot thresholds.

The DPI are offering to enter into a Voluntary Planning Agreement with Council which would:

1. define the scope of works;
2. provide an agreed timeframe for the delivery of the works; and
3. contain provisions for the shared funding of the works between the DPI and Council (from development contributions levied in Spring Farm and Elderslie).

#### Spring Farm



ORD05

Attachment 1

The proposed construction of this portion of road includes the Camden Bypass intersection and the construction of Liz Kernohan Drive to Richardson Road, including the construction of the Liz Kernohan Drive/Richardson Road intersection. The total length of this portion being approximately 550m.

The following is a list of the key elements for this portion of road:

- Construction of a signalised intersection and its tail-outs at the Camden Bypass/Liz Kernohan Drive intersection, which will include relevant street signposting, street lighting, and utility adjustment;
- Construction of a roundabout and its tail-outs at the Richardson Road/Liz Kernohan Drive intersection;
- Construction of a two-way dual lane carriageway, which will widen on the approach from all directions to the Camden Bypass/Liz Kernohan Drive intersection. The widening will include the provision of right-hand turning lanes on the approach and merging slip lanes on the exit of the intersection; and
- Construction of central median islands along the stretch of proposed road.

Due to Liz Kernohan Drive and its intersections being identified as a critical piece of infrastructure within the locality, Council could proceed with facilitating the construction of the Camden Bypass/Liz Kernohan Drive/Richardson Road infrastructure package. Council has been in consultation with the DPI for several months discussing the regional significance for this connection both from a traffic perspective and more importantly the need to facilitate lot production within the Elderslie and Spring Farm developments. The DPI has acknowledged the regional significance of this section of road and the need to facilitate further development within the region. Accordingly, the DPI is offering to provide financial and project management support to Council to deliver this major piece of infrastructure.

The DPI will coordinate the delivery of the Camden Bypass/Liz Kernohan Drive/Richardson Road infrastructure package. **Refer to Attachment 2 at the end of this report.** The terms relating to the DPI delivering this package is that Council will enter into negotiations for a Voluntary Planning Agreement (VPA) between DPI (Funding Authority), Council (Land Owner and Funding Authority) and the DPI's nominated Developer. In making the VPA offer, the DPI is delivering the coordination of the design and construction of the Camden Bypass/Link Road/Richardson Road infrastructure package against a specific, agreed program and supported by appropriate security for that delivery. In return, Council is to consider the provision of the following outcomes:

1. Payment of Section 94 monies to the DoPI which is levied in accordance with the current Section 94 Contributions Plan 2004 (adopted on 28 June 2004) being approximately \$5,000,000 (in partial instalments) for the delivery of the Camden Bypass/Liz Kernohan Drive/Richardson Road Intersections and associated roads;
2. Remove the lot thresholds currently restricting the subdivision release within Elderslie and Spring Farm. These thresholds will be lifted on the date which the VPA is signed and a program of works is agreed to by all relevant parties.

If Council resolves to proceed with negotiations with the DPI regarding the delivery of the infrastructure package, then a draft VPA will be prepared. A further report will be submitted for Council to consider the draft VPA, which will include the scope of works, the timeframe for delivery and cost sharing arrangements. If Council resolves to enter the VPA, then it would

be appropriate for Council to also resolve to remove the lot thresholds applying to the Elderslie and Spring Farm release areas as the timeframes for construction of the Camden Bypass intersection and associated works will be secured.

#### Elderslie

A link is required to be provided between Lodges Road in Elderslie to the Camden Bypass intersection (being the construction of Liz Kernohan Drive west of the Camden Bypass) to coincide with the construction schedule of the Camden Bypass/Liz Kernohan Drive/Richardson Road infrastructure package. Council will manage the construction process for the delivery of this portion of road within Elderslie, which is to be funded by Section 94 Development Contributions. This portion extends between Lodges Road, south toward the Camden Bypass, joining up with the Camden Bypass intersection road works. The provision of this piece of infrastructure will redirect and alleviate traffic impacts currently experienced along Southdown Road, Richardson Road and its intersection with Camden Valley Way.

The following is a list of the key elements for this portion of road:

- Construction of a two-way single lane carriageway, which will widen at either end to form a two-way dual lane carriageway on the approach to intersections of the Camden Bypass and Lodges Road;
- Construction of two (2) roundabouts for traffic control at Lodges Road and at the four-way intersection of Liz Kernohan Drive and Proposed Road No. 110;
- Construction of two (2) culverts to bridge the road over riparian land; and
- Construction of central median islands along a majority of the stretch of road.

In light of the above, the construction of the link between Richardson Road and Lodges Road will be carried out under two project schedules. Attachment 2 of this report indicates the limits and responsibilities of the construction of Liz Kernohan Drive east and west of the Camden Bypass intersection and the Bypass intersection.

In order to facilitate the construction of Liz Kernohan Drive between Lodges Road and Richardson Road, it is necessary for Council to acquire relevant portions of land and dedicate these as public road from the current land owners. The portions of land earmarked for acquisition are currently under the ownership of six (6) separate owners. **Refer to Attachment 3 at the end of this report.** Council is currently collecting Section 94 development contributions from developers in the Elderslie and Spring Farm release areas to fund land acquisitions for the purposes of public roads.

In this regard, Council has commenced the process and is currently undertaking valuations of the subject land. As further information comes to light, a detailed report will be submitted to Council in the near future detailing in depth, the parameters and processes to be undertaken for the acquisition of the subject land.

#### CONCLUSION

It is essential to construct the link between Lodges Road and Richardson Road providing a connection to the Camden Bypass in order to facilitate the ongoing development of both the Elderslie and Spring Farm residential release areas. This critical piece of infrastructure will

ORD05

Attachment 1

enable removal of the current lot thresholds which are constraining development in these areas.

Through financial and project management assistance, the DPI will deliver the Camden Bypass/Liz Kernohan Drive/Richardson Road intersections and associated roads. Council is to enter into negotiations for a Voluntary Planning Agreement which will result in the payment of Council's Section 94 development contributions for this portion of road to the DPI.

Furthermore, Council is to fund and project manage the link between Lodges Road and the Camden Bypass intersection noted above. This will be constructed concurrently with the Camden Bypass/Liz Kernohan Drive/Richardson Road infrastructure package which together will alleviate current traffic pressures presently experienced on Richardson Road and Southdown Road

### RECOMMENDED

That Council:

- i. enter into negotiations for a Voluntary Planning Agreement with Department of Planning and Infrastructure to deliver the construction of Camden Bypass/Link Road/Richardson Road infrastructure package. The Agreement will include:
  - a. payment of Section 94 monies to the Department of Planning and Infrastructure, being Council's contribution to the cost of the design and construction of the Camden Bypass/Liz Kernohan Drive /Richardson Road infrastructure package; and
  - b. agreement to the removal of the lot thresholds for the Elderslie and Spring Farm residential release upon entering into the Voluntary Planning Agreement.
- ii. proceed with the valuation of land and commence discussions with the relevant land owners for the acquisition of portions of land as shown in Attachment 3, for the purpose of the construction of Liz Kernohan Drive between Richardson Road and Lodges Road, and associated intersections.

### ATTACHMENTS

1. Locality Plan
2. Contribution and Responsibility Map
3. Ownership Map



Attachment 1 Link Road - Lodges & Richardson Rd.doc



Attachment 2.doc Link Road - Lodges & Richardson Rd.doc



Attachment 3 Link Road - Lodges & Richardson Rd.doc

### RESOLUTION

Moved Councillor Dewbery, Seconded Councillor Patterson that Council:

- i. enter into negotiations for a Voluntary Planning Agreement with Department of Planning and Infrastructure to deliver the construction of Camden Bypass/Link Road/Richardson Road infrastructure package. The Agreement will include:
  - a. payment of Section 94 monies to the Department of Planning and

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This is the report submitted to the Ordinary Council Meeting held on 28 June 2011 - Page 5

- Infrastructure, being Council's contribution to the cost of the design and construction of the Camden Bypass/Liz Kernohan Drive/Richardson Road infrastructure package; and
- b. agreement to the removal of the lot thresholds for the Elderslie and Spring Farm residential release upon entering into the Voluntary Planning Agreement.
  - ii. proceed with the valuation of land and commence discussions with the relevant land owners for the acquisition of portions of land as shown in Attachment 3, for the purpose of the construction of Liz Kernohan Drive between Richardson Road and Lodges Road, and associated intersections.

THE MOTION ON BEING PUT WAS **CARRIED**.

ORD138/11

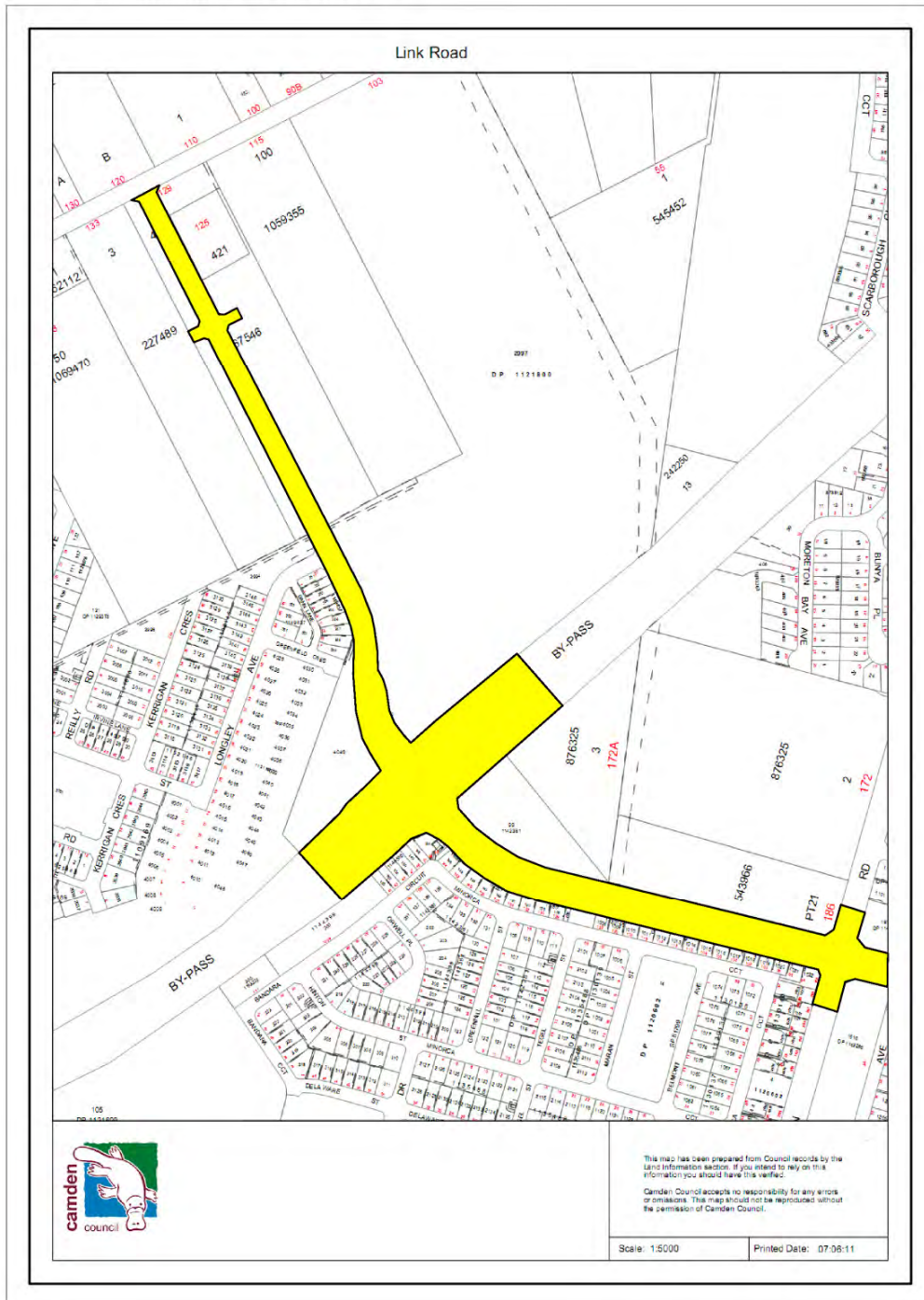
ORD05

Attachment 1

ORD05

Attachment 1

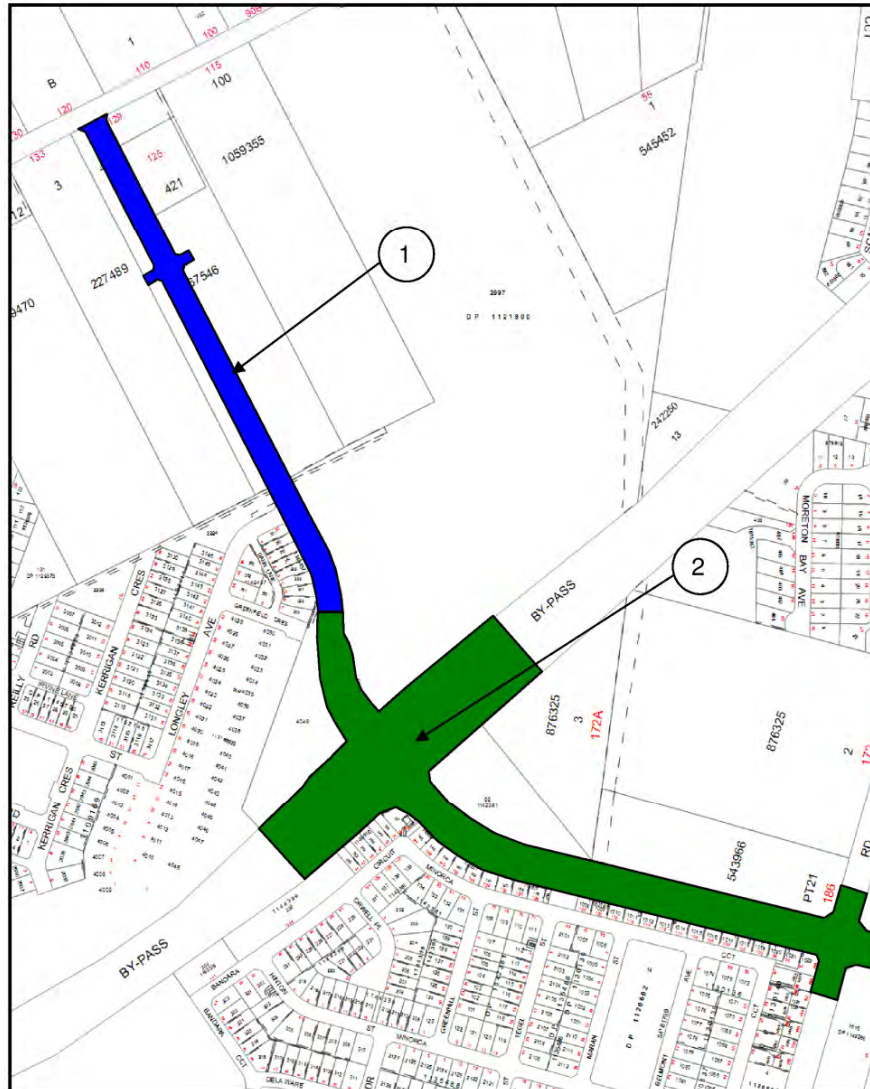
**Attachment 1 – Location Map**



**Attachment 2 – Contribution and Responsibility Map**

Link Road Delivery

- 1. Camden Council – Local Significance
- 2. Department of Planning and Infrastructure & Camden Council – Regional Significance



ORD05

Attachment 1

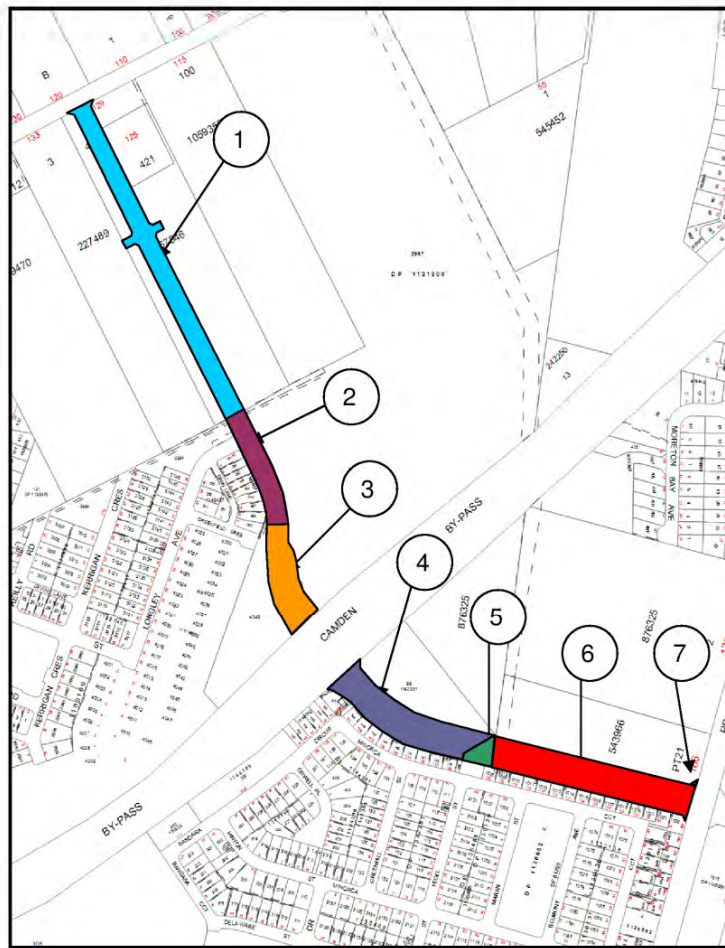
**Attachment 3 – Ownership Map**

Link Road – Elderslie

1. Lot 422 DP 1067546 – AV Jennings
2. Lot 2997 DP 1121800 – AV Jennings

Camden Bypass/Link Road/Richardson Road – Spring Farm

3. Lot 2997 DP 1121800 – AV Jennings
4. Lot 99 DP 1142381 – Mirvac Homes & Cornish Group
5. Lot 2179 DP 1135488 – Cornish Group
6. Lot 22 DP 1120602 – Mirvac Homes
7. Part Lot 21 DP 543966 – Messrs WL & FR Adams & Ms NM True



## ORDINARY COUNCIL

ORD06

ORD06

**SUBJECT: VOLUNTARY PLANNING AGREEMENT OFFER BY SEKISUI HOUSE, GLEDSDOOD AND EAST SIDE LANDOWNERS FOR LAND KNOWN AS EL CABALLO BLANCO GLEDSDOOD AND EAST SIDE**

**FROM:** Director Governance

**BINDER:** El Caballo Blanco

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### PURPOSE OF REPORT

The purpose of this report is to seek a Council resolution to publicly exhibit a Draft Voluntary Planning Agreement (VPA) offered by the landowners of the El Caballo Blanco, Gledswood and East Side lands for the rezoning and development of their land (the ECBG land), and to re-exhibit the amended draft DCP. The draft VPA and draft DCP are included as **Attachment 1 and Attachment 2 to this report**.

### BACKGROUND

The ECBG land adjoins the Turner Road precinct of the South West Growth Sector, but is not included within the Growth sector. The land is divided into two portions by the Sydney Catchment Authority's Water Supply Canal. The Western Portion contains the El Caballo land owned by Sekisui House and the Gledswood land owned by Caldla Pty Ltd. The Eastern Portion is divided into East Side 1, East Side 2 and East Side 3, and is under several ownerships, including the Galluzo and Piscieneri families. A Locality Map is included as **Attachment 3** to this report.

The site is currently zoned RU2 Rural Landscape under Camden LEP 2010. It is proposed to rezone the land to R1 (General Residential), R2 (Low Density Residential), R5 (large lot Residential), RE2 (Private Recreation), RU2 (Rural Landscape) and SP3 Tourist. A copy of the proposed zones is included as **Attachment 4** to this report. Draft LEP 151 was exhibited in 2009, along with a draft Development Control Plan. The rezoning has been accepted by the Department of Planning and Infrastructure (DPI) as a Planning Proposal.

The project has been delayed since the previous exhibition of LEP 151 due to various changes in ownership of the El Caballo Blanco land. The current owner, Sekisui House, declined to take up options to purchase land in the Eastern Portion, resulting in those landowners now becoming part of the development consortium negotiating the terms of the VPA.

The landowners are offering to enter into a VPA with Council to deliver all of the infrastructure, services and facilities related to their development generally in accordance with the draft Contributions Plan. The total package includes:

- embellishment and dedication of approximately 0.96ha of land for public purposes including passive and active open space;
- construction of two bridges – one over Rileys Creek and one over the Sydney Catchment Authority's Water Supply Canal. This bridge will link the development to the Turner Road precinct;
- construction and dedication of new roads, transport management and bus stop facilities;



- provision of all 'Water Cycle Management' infrastructure and land required by the development in accordance with a Water Management Strategy;
- payment of a monetary contribution of \$6,463 per lot (subject to indexation) towards a range of community facilities identified in Council's draft Camden Contributions Plan; and
- retention, enhancement and re-vegetation of 91ha of vegetation in accordance with a Vegetation Management Strategy. This includes the embellishment of approximately 13 hectares of riparian corridor land.

The VPA offer is in accordance with the draft Camden Contributions Plan and has been endorsed by Council officers.

This VPA offer is being made voluntarily by the landowners and represents their commitment to working in partnership with Council to deliver high quality facilities and environments to the future residents of El Caballo Blanco Gledswood.

### **MAIN REPORT**

#### **LEP**

At its meeting held on 14 October 2008, Council resolved to adopt Draft LEP 151 for exhibition purposes. The exhibition was subsequently held from 4 February to 4 March 2009.

Draft LEP 151 was a stand alone instrument, based on the Standard Template at the time that amended Council's LEP 48. Since that time the Standard Template has been amended, and LEP 48 has been superseded by LEP 2010. The DPI has subsequently accepted the submission of LEP 151 as a Planning Proposal to rezone the land.

Council now proposes to re-exhibit Draft LEP 151 with the revised Draft DCP and VPA to provide context for those documents. Following the exhibition process, Draft LEP 151 will be converted into a Planning Proposal to comply with the current requirements of the *Environmental Planning & Assessment (EP&A) Act*.

The rezoning proposal is substantially the same as was exhibited under draft LEP 151 and will allow the development of up to 860 residential lots. A small number of these will be large rural residential lots which will maintain the scenic character of land existing in the area. Land will also be zoned RE2 Private Recreation to allow the development of 18 golf holes. These holes will replace the 27 holes that previously existed on the Camden Valley Golf Resort in the neighbouring Turner Road precinct. The new 18 holes may become associated with the Camden Lakeside course or may form a new, independent course.

#### **DCP**

A draft DCP was also exhibited with Draft LEP 151, providing detailed development controls for the land. The Council report from 14 October 2008 addressed the detailed content of the DCP. Since that time, in response to submissions made and to design review, some new issues have arisen that have required the draft DCP to be amended.

The changes relate to:

#### **Heritage**

Gledswood Homestead is listed on the State Heritage Register. Following exhibition of draft LEP 151 and the draft DCP detailed discussions were held with the NSW Heritage Office. The Heritage Office requires the maintenance of a rural character when approaching Gledswood Homestead from Camden Valley Way. The proposed golf course will provide this experience to the north, however development to the south was considered too intrusive. The proponent has agreed to a 32m wide landscaped buffer to screen views from the entry road to the residential development. The provision of this 32m wide landscaped buffer is now included as a control in the draft DCP.

The landowners are separately negotiating a Heritage Agreement with the Heritage Office whereby funds will be guaranteed towards the restoration and maintenance of Gledswood. This Heritage Agreement is required to be in place prior to the rezoning occurring.

### Contamination

Since draft LEP 151 was reported to Council further studies have been undertaken into contamination on parts of the site. Following consultation with Council officers a new section has been included in the DCP requiring Remediation Action Plans to be prepared for development affecting areas of environmental contamination. The DCP also states that a Site Audit Statement may be required by Council, and that the various studies undertaken should be referred to in any future work.

### Water Cycle Management

In some cases water management devices such as detention and treatment ponds located on the golf course lands will manage water from the golf course and from the wider urban catchment. In consultation with Council officers, a clause has been included requiring the Water Management Plan to address the design, access to and maintenance of any such water management devices, to the satisfaction of Council.

### Camden DCP 2011

The draft DCP has been amended to be consistent with Camden DCP 2011.

## **VPA**

### S94 status

The negotiated contributions are summarised below. They are based upon negotiations with the landowners, specialist consultant reports for vegetation and water management, and Council's draft Contributions Plan.

### *Open Space and Recreation Facilities*

- Construction and dedication of two local parks. Each park will be 0.48ha in area.
  - The park in the Western Portion will be developed for passive recreation with a path system, seating and a small playground.
  - The park in the Eastern Portion will contain some active uses such as hard courts, off leash dog area or BMX facility. The design of these is to be determined through the DA process.

### *Transport Management Facilities*

- construction of all roads including a collector road.
- construction of a road bridge over Rileys Creek.
- construction of a road bridge over the Sydney Catchment Authority's Water Supply Canal. This bridge will link the development to the Turner Road precinct. As the Canal runs underground at the location of the proposed bridge, a stratum lot will be created and dedicated to Council.
- upgrade of the intersection of the collector road with Raby Road.
- construction of cycleways along the major routes, including the collector road and Rileys Creek riparian corridor.

All roads and bridges are to be dedicated to Council progressively.

The intersection of Camden Valley Way, Catherine Fields Road and the entry to Gledswood will also be upgraded, however this is being negotiated between the landowners and the RTA and falls outside the scope of this VPA.

### *Vegetation Management*

- A Vegetation Management Strategy has been prepared which identifies areas of vegetation to be lost, retained and enhanced. The Strategy outlines offsets which were developed in accordance with the former Camden Natural Assets Policy. The vegetation status under the Strategy is proposed to be:

Retention, enhancement & re-creation	91.0 ha
Loss	17.5 ha

- Land to be re-vegetated includes riparian corridors, golf course "rough" and parts of the local open space.
- The landowners must have a Vegetation Management Plan (VMP) approved by Council prior to the clearing of any vegetation on the site. The VMP will contain detailed information and procedures relating to re-vegetation, maintenance and monitoring.

### *Water Cycle Management Facilities*

- Construction of all water cycle management facilities and associated dedication of land required to meet the needs of the development. These are to be provided in accordance with an adopted Water Cycle Management Strategy and to be handed over to Council progressively.
- Detailed arrangements will be set out in a future Water Management Plan, which must be approved by Council prior to the commencement of work.

### *Monetary Contributions*

- Payment of \$6,625 per lot, subject to indexation, for community and recreation facilities to be provided off-site.
- **Attachment 5** contains a detailed breakdown of how the per lot contribution will be allocated. These contributions are consistent with the draft Camden Contributions Plan.

### *Riparian Corridor Land*

Approximately 13ha of riparian corridor land along Rileys Creek will be re-vegetated in accordance with the Vegetation Management Strategy. There has been no offer to date to dedicate this land to Council.

### *Security*

A recent Land and Environment Court ruling has made clear that VPAs must provide Council with adequate financial capability to step in and complete any works proposed under a VPA if the developer fails, or becomes unable, to do so.

A bank guarantee is considered an appropriate form of security and is defined in the VPA as being an irrevocable and unconditional undertaking without an expiry date in favour of the Council issued by an Australian trading bank with a minimum Standard and Poors rating of AA, or any other financial institution approved by the Council in its absolute discretion.

Security provisions in the VPA have been structured to give Council that ability. Security is being provided in the following manner.

### *Bridges*

A bank guarantee, or other method acceptable to Council, will be provided to the value of the two bridges, plus 15% to cover contingencies. The total amount of the security will therefore equate to \$1,806,167 (subject to indexation).

### *Local parks*

The local parks will be embellished prior to the release of a Subdivision Certificate for the relevant portion. Where the embellishment works are not undertaken prior to the release of the first Subdivision Certificate for that portion, security will be provided, based on the percentage of lots in that portion that are able to be developed before the parks are required, plus a 15% contingency. Security is also subject to indexation.

For the eastern park, security of \$146,114 will be required. For the western park, security of \$131,503 will be required.

### *Development staging plan*

The developer shall prepare a Development Staging Plan that identifies each stage of the development and the works to be provided within that stage. For the purposes of providing adequate security, Council shall not release a Subdivision Certificate for a residential lot within each stage unless the works tied to that stage have been completed, or the developer has provided security in the form of a bank guarantee for any work not completed.

This relates to vegetation works, water management works, the collector road and cycle paths.

### *Raby Road intersection upgrade*

The VPA states that each Development Application for lots that propose access via Raby Road will be accompanied by a Traffic Report which advises whether or not the

Raby Road intersection requires upgrading to deal with increased traffic volumes. The developer shall then complete the required work.

#### *Additional Security*

Security will also be provided in the following ways:

- The Agreement is proposed to be registered on the land title, binding all current and future owners of the land;
- The works and land dedications are linked to the release of lots. If the developer fails to deliver works when required, Council can withhold the release of Subdivision Certificates;
- Council has the ability to acquire land at a normal rate if the land is not dedicated; and
- Council has the ability to take action under the *EP&A Act* to remedy any breach of the Agreement.

This package of security gives Council greater certainty that the agreed undertakings will be completed. The magnitude of the security being offered is unique to this Agreement and reflects the scope of the land and works contributions being offered and the length of time the Agreement will operate.

#### Public Exhibition

It is proposed to place the draft LEP, draft DCP, VPA and Explanatory Note on public exhibition for a period of 28 days, in accordance with the *Act* and to advertise the exhibition in the local newspapers. All relevant documentation will be available at Council Customer Service Centres in Camden and Narellan as well as the Camden and Narellan libraries. Exhibition is proposed to occur from Wednesday 31 August 2011 until Wednesday 28 September 2011.

Following the conclusion of the exhibition, a report will be presented to Council on submissions received. Council can then consider entering into the VPA.

#### CONCLUSION

Council proposes to rezone the El Caballo Blanco Gledswood land for urban and private recreation purposes. The proposed rezoning will facilitate the development of approximately 860 residential lots and 18 golf holes. The draft DCP that was previously exhibited to support the rezoning has been amended to reflect the concerns of the Heritage Office and Council.

In addition, the landowners for the El Caballo Blanco Gledswood land are proposing to enter into a Voluntary Planning Agreement to deliver all of the infrastructure, services and facilities related to their development in accordance with Council's draft Contributions Plan. This includes delivering two road bridges, two local parks, an upgraded intersection of Raby Road and the development's collector road, and making monetary contributions towards off-site facilities.

Council proposes to exhibit the revised draft DCP and the draft VPA, together with draft LEP 151, for 28 days from 31 August until 28 September 2011. A further report to Council will be prepared outlining the results of the exhibition process.

---

## **RECOMMENDED**

### **That Council:**

- i. endorse the content of the VPA;**
- ii. publicly exhibits the draft LEP, draft DCP and the Voluntary Planning Agreement and Explanatory Note for a period of at least 28 days in accordance with the provisions of the *Environmental Planning and Assessment Act and Regulation*; and**
- iii. require a further report be provided to Council detailing the results of the exhibition.**

## **ATTACHMENTS**

1. Draft VPA
2. DCP
3. Land Zoning Map
4. Locality Map
5. Development Contribution Schedule

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Attachment 1



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planning • environment • local government

**El Caballo Blanco, Gledswood and East Side Site**

**Planning Agreement**

Under s93F of the *Environmental Planning and Assessment Act 1979*

**Camden Council**

**SH Camden Valley Pty Limited**

**Caldia Pty Limited**

**Vincenzo Pisciuoneri, Elizabeth Pisciuoneri**

**Rok Friscic, Teresa Friscic, Jozo Bernatovic, Eva Bernatovic**

**Frank Galluzzo, Maria Galluzzo, Samuel Galluzzo**

**The Owners - Strata Plan 36786**

//Insert Date//

**Lindsay Taylor Lawyers**  
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## El Caballo Blanco, Gledswood and East Side Site Planning Agreement

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El Caballo Blanco, Gledswood and East Side Site Planning Agreement



## El Caballo Blanco, Gledswood and East Side Site Planning Agreement

### Summary Sheet

#### Council:

**Name:** Camden Council  
**Address:** 37 John Street, Camden NSW 2570  
**Telephone:** (02) 4654 7777  
**Facsimile:** (02) 4564 7829  
**Email:** mail@camden.nsw.gov.au  
**Representative:** The General Manager

#### Landowner:

**Name:** SH Camden Valley Pty Ltd  
**Address:** 68 Waterloo Road Macquarie Park NSW 2113  
**Telephone:** 8817 1400  
**Facsimile:** 8817 4801  
**Email:** Craig.D'Costa@sekisuihouse.com.au  
**Representative:** Craig D'Costa

**Name:** Caldia Pty Ltd  
**Address:** 900 Camden Valley Way Catherine Fields NSW 2088  
**Telephone:** 9606 5111  
**Facsimile:** 9606 5897  
**Email:** info@gledswood.com.au  
**Representative:** Roy Nasso

**Name:** Rok Friscic  
**Address:** 190 Raby Road Catherine Fields NSW 2557  
**Telephone:** 9606 6071  
**Facsimile:** 9606 6294  
**Email:** N/A  
**Representative:** Rok Friscic

**Name:** Teresa Friscic  
**Address:** 190 Raby Road Catherine Fields NSW 2557  
**Telephone:** 9606 6071

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**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

**Facsimile:** 9606 6294

**Email:** N/A

**Representative:** Teresa Friscic

**Name:** Jozo Bernatovic

**Address:** 188 Raby Road Catherine Fields NSW 2557

**Telephone:** 9606 6291

**Facsimile:** 9606 6291

**Email:** N/A

**Representative:** Jozo Bernatovic

**Name:** Eva Bernatovic

**Address:** 188 Raby Road Catherine Fields NSW 2557

**Telephone:** 9606 6291

**Facsimile:** 9606 6291

**Email:** N/A

**Representative:** Eva Bernatovic

**Name:** Vincenzo Piscuineri

**Address:** 182 Raby Road Catherine Fields NSW 2557

**Telephone:** 9606 5886

**Facsimile:** 9606 2107

**Email:** piscuineri@optusnet.com.au

**Representative:** Vincenzo Piscuineri

**Name:** Elizabeth Piscuineri

**Address:** 182 Raby Road Catherine Fields NSW 2557

**Telephone:** 9606 5886

**Facsimile:** 9606 2107

**Email:** piscuineri@optusnet.com.au

**Representative:** Elizabeth Piscuineri

**Name:** Frank Galluzzo

**Address:** 184 Raby Road Catherine Fields NSW 2557

**Telephone:** 0419 602364

**Facsimile:** 9600 6659

**Email:** frankg@btconcepts.com.au

**Representative:** Frank Galluzzo

**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

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**Name:** Maria Galluzzo  
**Address:** 3 / 184 Raby Road Catherine Fields NSW 2557  
**Telephone:** 0419 602364  
**Facsimile:** 9600 6659  
**Email:** frankg@btconcepts.com.au  
**Representative:** Maria Galluzzo

**Name:** Samuel Galluzzo  
**Address:** 41 Cubitt Drive Denham Court NSW 2565  
**Telephone:** 0419 144187  
**Facsimile:** 9600 6659  
**Email:** samuelgalluzzo@bigpond.com.au  
**Representative:** Samuel Galluzzo

**Name:** The Owners – Strata Plan 36786  
**Address:** P O Box 121, Liverpool BC NSW 1871  
**Telephone:** //Insert Details//  
**Facsimile:** //Insert Details//  
**Email:** //Insert Details//  
**Representative:** The Secretary

**Land:**

See definition of *Land* in clause 1.1.

**Development:**

See definition of *Development* in clause 1.1.

**Development Contributions:**

See Parts 2-4 and Schedule 1.

**Application of s94, s94A and s94EF of the Act:**

See clause 7.

**Security:**

See clauses 31, 32 33, 37

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**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**



**Dispute Resolution:**

Expert determination and mediation. See clauses 35 and 36.

**Registration:**

Yes. See clause 37.

**Restriction on dealings:**

See clause 39.

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**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

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**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**Under s93F of the *Environmental Planning and Assessment Act 1979***Parties**

**Camden Council** ABN 31 117 341 764 of 37 John Street Camden, NSW 2150  
(Council)

and

**SH Camden Valley Pty Limited** ABN 37 137 331 376 of 68 Waterloo Road  
Macquarie Park NSW 2113 (**SH Camden Valley**)

and

**Caldla Pty Limited** ABN 83 003108 781 of 900 Camden Valley Way Catherine Fields  
NSW 2088 (**Caldla**)

and

**Vincenzo Pisciueneri** of 182 Raby Road Catherine Fields NSW 2557

and

**Elizabeth Pisciueneri** of 182 Raby Road Catherine Fields NSW 2557 (**together, the Pisciueneri Parties**)

and

**Rok Friscic** of 190 Raby Road Catherine Fields NSW 2557

and

**Teresa Friscic** of 190 Raby Road Catherine Fields NSW 2557, (**together, the Friscic Parties**)

and

**Jozo Bernatovic** of 188 Raby Road Catherine Fields NSW 2557,

and

**Eva Bernatovic** of 188 Raby Road Catherine Fields NSW 2557 (**together, the Bernatovic Parties**)

and

**Frank Galluzzo** of 184 Raby Road Catherine Fields NSW 2557

and

**Maria Galluzzo** of 3 / 184 Raby Road Catherine Fields NSW 2557

and

**Samuel Galluzzo** of 41 Cubitt Drive Denham Court NSW 2565 (**together, the Galluzzo Parties**)

and

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**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

**The Owners – Strata Plan 36786** of 1<sup>st</sup> Floor, 147 Northumberland Street,  
Liverpool NSW 2170 (**The Owners Corporation**)

**Background**

- A The Landowner is the owner of the Land.
- B The Landowner wishes to carry out the Development if the Instrument Change occurs.
- C The Landowner is prepared to make Development Contributions in connection with the carrying out of the Development in accordance with this Agreement.

**Operative provisions****Part 1 - Preliminary****1 Definitions & Interpretation**

- 1.1 In this Agreement the following definitions apply:

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

**Agreement** means this Agreement and includes any schedules, annexures and appendices to this Agreement.

**Approval** in relation to Work means all necessary consents or approvals as required by law in order to carry out the Work.

**Bank Guarantee** means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

- (a) one of the following trading banks:
  - (i) Australia and New Zealand Banking Group Limited,
  - (ii) Commonwealth Bank of Australia,
  - (iii) Macquarie Bank,
  - (iv) National Australia Bank Limited,
  - (v) St George Bank Limited,
  - (v) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

**Canal** means the water supply canal between the Eastern Portion and the Western Portion that is owned or controlled by the Sydney Catchment Authority.

**Compliance Certificate** has the same meaning as in the Act.

**Construction Certificate** has the same meaning as in the Act.

**Contribution Item** means an item specified or described in Column 1 of Schedule 1.

## El Caballo Blanco, Gledswood and East Side Site Planning Agreement



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**Contribution Lot** means a Final Lot other than a Non-Contribution Lot.

**Defects Liability Period** means the period commencing on the date of Works Completion and ending 12 months after that date.

**Development** means development of:

- (a) the Land for urban purposes, involving subdivision to accommodate approximately 860 dwellings, associated non residential development and infrastructure; and
- (b) Golf Holes.

**Development Application** has the same meaning as in the Act and includes a project application under Part 3A of the Act.

**Development Consent** has the same meaning as in the Act and includes a project approval under Part 3A of the Act.

**Development Contribution** means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards, the provision of Public Infrastructure or another public purpose.

**Development Staging Plan** means the plan referred to in clause 12.

**Eastern Portion** means the East Side 1 Land, the East Side 2 Land and the East Side 3 Land being land generally to the east of the Canal as shown on Sheet 5 of the Map.

**East Side 1 Land** means Lot 1 DP 260703 as shown on Sheet 1 of the Map.

**East Side 2 Land** means:

- (a) Strata Plan 36786 Common Property Land, and
- (b) Strata Plan 36786 Lot 1 Land,
- (c) Strata Plan 36786 Lot 2 Land,
- (d) Strata Plan 36786 Lot 3 Land, and
- (e) Strata Plan 36786 Lot 4 Land.

**East Side 3 Land** means Lot 3 DP 260703 as shown on Sheet 1 of the Map.

**ECB Land** means Lot 10 DP 1086849 as shown on Sheet 1 of the Map.

**Final Lot** means a lot created or proposed to be created by a subdivision of the Land for separate occupation and disposition or any Non-Contribution Lot, not being a lot:

- (a) that is to be dedicated or otherwise transferred to the Council,
- (b) containing any part of the Vegetation Management Land or Water Management Land, including the Golf Holes,
- (c) that the Council considers, based on information provided by the Landowner, will be further subdivided.

**Gledswood Land** means Lot 12 DP 748303 as shown on Sheet 1 of the Map.

**Golf Holes** means a minimum 18 hole golf-course on the part of the Land identified 'Golf Course' on Sheet 2 of the Map consistent with the Golf Holes Strategy.

**Golf Holes Strategy** means the strategy as approved by Council in accordance with clause 9.

**GST** has the same meaning as in the GST Law.



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**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

**GST Law** has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

**Instrument Change** means an amendment of *Camden Local Environmental Plan 2010* to rezone the Land generally as described in the draft *Camden Local Environmental Plan 151 - El Caballo/Gledswood* as referred to in the letter from Tom Gellibrand of the Department of Planning to the Council dated 30 June 2010 to achieve a zoning of the Land generally as indicated on Sheet 8 of the Map.

**Just Terms Act** means the *Land Acquisition (Just Terms Compensation) Act 1991*.

**Land** means the ECB Land, the Gledswood Land, Lot 1 DP 260703, the East Side 3 Land and the East Side 2 Land.

**Landowner** means:

- (a) SH Camden Valley in relation to the ECB Land,
- (b) Caldla in relation to the Gledswood Land,
- (c) the Pisciueneri Parties in relation to the Pisciueneri Land,
- (d) the Owners Corporation in relation to the Strata Plan 36786 Common Property Land,
- (e) Samuel Galluzzo in relation to the Strata Plan 36786 Lot 1 Land,
- (f) Samuel Galluzzo, Frank Galluzzo and Maria Galluzzo in relation to the Strata Plan 36786 Lot 2 Land,
- (g) Frank Galluzzo and Maria Galluzzo in relation to the Strata Plan 36786 Lot 3 Land, and
- (h) the Friscic and Bernatovic Parties in relation to the East Side 3 Land.

**Map** means the series of sheets of the map in Schedule 2.

**Non-Contribution Lot** means:

- (a) a lot created for the purpose of dwellings that existed on the Land on the date of this Agreement,
- (b) a lot created in lieu of Strata Plan 36786 Lot 1 Land,
- (c) a lot created in lieu of Strata Plan 36786 Lot 2 Land,
- (d) a lot created in lieu of Strata Plan 36786 Lot 3 Land,
- (e) a lot created in lieu of Strata Plan 36786 Lot 4 Land, and
- (f) a lot created for Gledswood House which will not, in the opinion of the Council, be further subdivided.

**Novation Deed** means the draft deed in Schedule 3.

**Parcel** in relation to a Water Management Plan or a Vegetation Management Plan means the Eastern Portion and the Western Portion respectively.

**Party** means a party to this agreement, including their successors and assigns.

**Pisciueneri Land** means Lot 1 DP 260703 and Strata Plan 36786 Lot 4 Land as shown on Sheet 1 of the Map.

**Rectification Notice** means a notice in writing that identifies a defect in a work and requires rectification of the defect within a specified period of time.

**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**


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**Regulation** means the *Environmental Planning and Assessment Regulation 2000*.

**Security** means a Bank Guarantee or such other kind of security as is agreed to by the Council in its absolute discretion.

**Stage** means a stage of the Development identified in a Development Staging Plan.

**Strata Plan 36786 Common Property Land** means Lot CP SP36786.

**Strata Plan 36786 Lot 1 Land** means Lot 1 SP36786 as shown on Sheet 1 of the Map.

**Strata Plan 36786 Lot 2 Land** means Lot 2 SP36786 as shown on Sheet 1 of the Map.

**Strata Plan 36786 Lot 3 Land** means Lot 3 SP36786 as shown on Sheet 1 of the Map.

**Strata Plan 36786 Lot 4 Land** means Lot 4 SP36786 as shown on Sheet 1 of the Map.

**Subdivision Certificate** has the same meaning as in Part 4A of the Act.

**Vegetation Establishment Obligation** means the establishment of the Vegetation Management Land or any part of it in accordance with:

- (a) the relevant requirements of any Development Consent relating to the Development, and
- (b) to the extent not inconsistent with such a Development Consent, the Vegetation Management Plan.

**Vegetation Establishment Period** means the period commencing when the Development is commenced (within the meaning of the Act) or such other period or periods commencing at such other time or times as the Parties agree and ending when the Vegetation Establishment Obligation is completed to the reasonable satisfaction of the Council.

**Vegetation Management Land** means the land identified on Sheet 7 of the Map as 'Vegetation Re-Creation Zone' or 'Vegetation Retention'.

**Vegetation Management Obligation** means the management of the Vegetation Management Land in accordance with:

- (a) the relevant requirements of any Development Consent relating to the Development, and
- (b) to the extent not inconsistent with such a Development Consent, the relevant Vegetation Management Plan.

**Vegetation Management Period** means the period commencing immediately at the end of the Vegetation Establishment Period and continuing in perpetuity.

**Vegetation Management Plan** means a vegetation management plan prepared in accordance with *Camden Development Control Plan 2011* as in force at the relevant time, the Vegetation Management Strategy and approved by the Council in accordance with clause 13.

**Vegetation Management Strategy** means the El Caballo Blanco / Gledswood Vegetation Management Strategy prepared by EcoLogical Australia for S H Camden Valley Pty Ltd on behalf of the Landowner dated 14 September 2010 an extract from which is Sheet 7 of the Map.

**Water Establishment Obligation** means the implementation of the Water Management Strategy in accordance with:

## El Caballo Blanco, Gledswood and East Side Site Planning Agreement



- (a) the relevant requirements of any Development Consent relating to the Development, and
- (b) to the extent not inconsistent with such a Development Consent, the relevant Water Management Plan.

**Water Establishment Period** means the period commencing when the Development is commenced (within the meaning of the Act) or such other period or periods commencing at such other time or times as the Parties agree and ending when the Water Establishment Obligation is completed.

**Water Management Land** means the land on which a wetland or biofilter is located in accordance with the Water Management Strategy.

**Water Management Obligation** means the management of the Water Management Systems (except those on land that has been dedicated to the Council) in accordance with:

- (a) the relevant requirements of any Development Consent relating to the Development, and
- (b) to the extent not inconsistent with such a Development Consent, the relevant Water Management Plan.

**Water Management Period** means the period commencing immediately at the end of the Water Establishment Period and continuing in perpetuity.

**Water Management Plan** means a water management plan prepared in accordance with *Camden Development Control Plan 2011*, the Water Management Strategy and approved by the Council in accordance with clause 15.

**Water Management Strategy** means:

- (a) the El Caballo Blanco and Gledswood Lands Water Management Strategy Stormwater Quality and Stream Health prepared by Equatica dated 20 January 2011; and
- (b) the El Caballo Blanco and Gledswood Preliminary Stormwater Quantity Management & Flooding Assessment report No. X10264 dated December 2010; and
- (c) an extract from which is Sheet 4 of the Map.

**Water Management Systems** means water management systems installed as part of the Water Establishment Obligation.

**Western Portion** means the Gledswood Land and the El Caballo Land being land generally to the west of the Canal.

**Work** means the physical result of any building, engineering or construction work in, on, over or under land required to be carried out by the Landowner under this Agreement.

**Works Completion** means in relation to a Work, the date on which the Council gives the Developer a notice under clause 26.1.

- 1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
  - 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
  - 1.2.2 A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.

**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

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- 1.2.3 If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- 1.2.4 A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- 1.2.5 A reference in this Agreement to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.6 A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.7 A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to this Agreement includes the agreement recorded in this Agreement.
- 1.2.14 A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- 1.2.15 Any schedules, appendices and attachments form part of this Agreement.
- 1.2.16 Notes appearing in this Agreement are operative provisions of this Agreement.
- 1.3 Except as otherwise provided by this Agreement, a reference to a Landowner and Land is a reference to a Party and the corresponding part or parts of the Land owned by that Party specified in the definition of *Landowner* in clause 1.1.

**2 Application of this Agreement**

- 2.1 This Agreement applies to the Land and to the Development.

**3 Commencement of this Agreement**

- 3.1 This Agreement commences when it has been executed by all of the Parties.

Attachment 1

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Attachment 1

**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

- 3.2 The Party who executes this Agreement last is to notify the other Parties once it has done so and promptly provide them with a copy of the fully executed version of this Agreement.

**4 Commencement of Development Contributions obligations**

- 4.1 The Landowner is under no obligation to make the Development Contributions to the Council in accordance with this Agreement unless the following events have occurred:
- 4.1.1 the Instrument Change occurs,
- 4.1.2 Development Consent is granted to the Development or any part of it subject to a condition requiring the Development Contributions to be made in accordance with this Agreement,
- 4.1.3 the Development is commenced (within the meaning of the Act).

**5 Further Agreements Relating to this Agreement**

- 5.1 The Parties may, at any time, enter into such other agreements or arrangements relating to the subject matter of this Agreement that they consider are necessary or desirable in order to give effect to this Agreement.
- 5.2 An agreement or arrangement referred to in clause 5.1 is not to be inconsistent with this Agreement.

**6 Surrender of right of appeal, etc.**

- 6.1 The Landowner is not to commence or maintain, or cause to be commenced or maintained, any proceedings in a court involving an appeal against, or questioning the validity of, a Development Consent relating to the Development or an approval under s96 of the Act to modify a Development Consent relating to the Development to the extent that it relates to the validity of this Agreement or a condition of the Development Consent that requires this Agreement to be entered into and/or performed according to the terms of this Agreement.

**7 Application of s94, s94A and s94EF of the Act to the Development**

- 7.1 This Agreement excludes the application of s94 and s94A of the Act to the Development.
- 7.2 This Agreement does not exclude the application of s94EF of the Act to the Development.



## Part 2 –Development Contributions

### 8 Provision of Development Contributions

- 8.1 The Landowner is to make Development Contributions in accordance with this Agreement and otherwise to the satisfaction of the Council:
- 8.1.1 in respect of the part or parts of the Land owned by the Landowner, and
  - 8.1.2 for which the Landowner is identified as being the Responsible Party in Column 6 of Schedule 1, and
  - 8.1.3 in respect of any Parcel containing Land owned by the Landowner, and
  - 8.1.4 as otherwise expressly provided by this Agreement.
- 8.2 For the avoidance of doubt, the Landowner is only jointly and severally liable for another Landowner's obligation to make Development Contributions if both Landowners:
- 8.2.1 own any part of the Land or Parcel in respect of which the Development Contributions are required to be made, or
  - 8.2.2 are identified in Column 6 of Schedule 1 as being the Responsible Party for the making of the Development Contributions.
- 8.3 Schedule 1 has effect in relation to Development Contributions to be made by the Landowner under this Agreement in accordance with its terms.
- 8.4 The Landowner is to make such other Development Contributions to the Council as are provided for in this Agreement to the satisfaction of the Council.
- 8.5 The Landowner and the Council may agree in writing to vary the Landowner's obligations to make Development Contributions under this Agreement if the Council considers that the public interest would be better served by making the variation having regard to town planning conditions prevailing at the time of the variation.
- 8.6 The Council is to apply each Development Contribution made by the Landowner under this Agreement towards the public purpose for which it is made and otherwise in accordance with this Agreement.
- 8.7 Despite clause 8.4, the Council may apply a Development Contribution made under this Agreement towards a public purpose other than the public purpose specified in this Agreement if the Council considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified having regard to town planning conditions prevailing at the time.

### 9 Provision of Golf Holes

- 9.1 The Landowner is to carry out development for the purpose of Golf Holes within the Golf Course Boundary identified on Sheet 2 of the Map.
- 9.2 Nine (9) of the golf holes are to be located on the Western Portion, and nine (9) are to be located on the Eastern Portion.

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- 9.3 The Landowner is to prepare a Golf Holes Strategy and submit it to the Council for approval
- 9.4 The draft Golf Holes Strategy is to identify:
- 9.4.1 how the Golf Holes are to be managed, either as:
- (a) a "stand alone" 18 hole golf course, or
  - (b) in combination with the 18 holes at the Camden Lakeside golf course, or
  - (c) by some other arrangement;
- 9.4.2 the design intent of the Golf Holes; and
- 9.4.3 the relevant standards or specifications guiding the design of the Golf Holes.
- 9.5 The draft Golf Holes Strategy is to be consistent with each relevant Vegetation Management Plan.
- 9.6 The draft Golf Holes Strategy is to be approved by the Council prior to the lodging of any development application for the carrying out of the Golf Holes.
- 9.7 The Landowner shall use its best endeavours to gain Approval for the Golf Holes by not later than 30 June 2013 or such later time as is agreed between the Parties.
- 9.8 The Golf Holes are to be completed:
- 9.8.1 on the Eastern Portion, prior to the release of a subdivision certificate for:
- (a) the 230<sup>th</sup> Final Lot on land zoned R1, R2, R5 or RU2 in East Side 1 and East Side 2 Land; and
  - (b) the 170<sup>th</sup> Final Lot on land zoned R1, R2, R5 or RU2 in East Side 3 Land; and
- 9.8.2 on the Western Portion, prior to the release of a subdivision certificate for the 200<sup>th</sup> Final Lot on ECB Land zoned R1, or at such later time as is agreed in writing between the Parties.
- 9.9 No further part of the Development may be carried out by a Landowner on the Eastern Portion if clause 9.8 is not complied with in relation to that Land.
- 9.10 No further part of the Development may be carried out by a Landowner on the ECB Land if clause 9.8 is not complied with in relation to that Land.

**10 Camden Valley Way Intersection Upgrade**

- 10.1 This clause applies to the upgrade of the intersection of Camden Valley Way, Catherine Fields Road and the Gledswood Land to meet the Development **(the Camden Valley Way Intersection Upgrade)**.
- 10.2 A Subdivision Certificate is not to be issued for Development that will create the 300<sup>th</sup> Final Lot in the Western Portion unless and until the Camden Valley Way Intersection Upgrade is complete.

**11 Development requiring access from Raby Road**

- 11.1 A Development Application to create a Final Lot that would require access to and from Raby Road once developed is to be accompanied by an independently prepared and certified technical report prepared at the cost of

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the developer to the Council's satisfaction which addresses the need for Contribution Item 6.

- 11.2 Following consideration of the report, the Council is to notify the Landowner whether Contribution Item 6 is required and, if not, the Landowner need not provide Contribution Items 6 and 15 despite any other provision of this Agreement

**12 Staging of Development**

- 12.1 Prior to the lodgment of the first Development Application for Development in the Eastern Portion and the Western Portion respectively, the Landowner is to submit and the Council is to approve a Development Staging Plan.
- 12.2 The Development Staging Plan for each portion is to identify:
- 12.2.1 each of the stages of the Development to be carried out within that portion;
- 12.2.2 the vegetation to be removed from the land to which each stage relates which is to be in accordance with the Vegetation Management Strategy;
- 12.2.3 the associated land to be revegetated as part of each stage which is to be in accordance with the Vegetation Management Plan as part of the Vegetation Establishment Obligation;
- 12.2.4 the extent of Contribution Item 5 that is to be constructed in conjunction with each stage to service Development within the land to which the stage relates;
- 12.2.5 the extent of Contribution Items 7, 8 and 9 to be constructed in conjunction with each stage to service Development within the land to which the stage relates; and
- 12.2.6 any other thing necessary in order to service a future stage of the Development as set out in the Water Management Plan.
- 12.3 The Council is not to unreasonably refuse to approve the Development Staging Plan. However, the Council may approve the draft plan with such alterations as it thinks fit in order to ensure that adequate infrastructure will be available to meet each Stage of the Development.
- 12.4 The Landowner is to ensure that each Development Application for the Development is consistent with the relevant approved Development Staging Plan.
- 12.5 A Subdivision Certificate for a Contribution Lot within land to which a Stage relates must not be issued unless the Council has notified the Landowner that it is satisfied in relation to the Stage that:
- 12.5.1 the following things have been done:
- (a) the Vegetation Establishment Obligation has been performed in relation to that Stage;
- (b) the Water Establishment Obligation has been performed in relation to that Stage; and
- (c) all other Work identified in the Development Staging Plan has been completed in relation to that Stage, or
- 12.5.2 Security has been provided for any thing not so performed or completed as specified in clause 32.

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## Part 3 – Development contributions relating to Vegetation Management Land

### 13 Approval of draft Vegetation Management Plan

- 13.1 The Landowner is to prepare a draft Vegetation Management Plan for each Parcel and submit it to the Council for approval.
- 13.2 The draft Vegetation Management Plan is to be consistent with the Vegetation Management Strategy and the Development Staging Plan.
- 13.3 The Council is not to unreasonably refuse to approve the draft Vegetation Management Plan.
- 13.4 The Council may approve the draft Vegetation Management Plan with such alterations as it thinks fit in order to ensure that the plan is consistent with *Camden Development Control Plan 2011* and the Vegetation Management Strategy.
- 13.5 No part of a Parcel is to be cleared by the Landowner unless the Council has notified the Landowner in writing that it has approved the draft Vegetation Management Plan for that Parcel.

### 14 Establishment & Management of Vegetation Management Land

- 14.1 The Landowner, at its own cost, is to perform:
  - 14.1.1 the Vegetation Establishment Obligation during the Vegetation Establishment Period; and
  - 14.1.2 the Vegetation Management Obligation during the Vegetation Management Period.
- 14.2 The Vegetation Establishment Obligation must be completed as follows:
  - 14.2.1 in relation to the ECB Land - prior to the issuing of the Subdivision Certificate for the 200th Final Lot in the ECB Land;
  - 14.2.2 in relation to the Gledswood Land - prior to the issuing of the Subdivision Certificate for the 100th Final Lot in the Gledswood Land;
  - 14.2.3 in relation to the East Side 1 Land - prior to the issuing of the Subdivision Certificate for a subdivision which will create the final (as determined by the Council) Final Lot in the East Side 1 Land;
  - 14.2.4 in relation to the East Side 2 Land - prior to the issuing of the Subdivision Certificate for the 230th Final Lot in the East Side 2 Land;
  - 14.2.5 in relation to the East Side 3 Land - prior to the issuing of the Subdivision Certificate for the 170th Final Lot in the East Side 3 Land.
- 14.3 The Vegetation Establishment Obligation and the Vegetation Management Obligation are not to be varied by the Landowner, unless:
  - 14.3.1 the Parties agree in writing to the variation, and
  - 14.3.2 any consent or approval required under the Act or any other law to the variation is first obtained.



## Part 4 – Development contributions relating to Water Management Strategy

### 15 Approval of draft Water Management Plan

- 15.1 The Landowner is to prepare a draft Water Management Plan for each Parcel and submit it to the Council for approval.
- 15.2 The draft Water Management Plan is to be submitted to the Council for approval before the issuing of a Subdivision Certificate that authorises the creation of a Final Lot in the catchment area identified in *Camden Development Control Plan 2011* to which the draft plan relates.
- 15.3 The draft Water Management Plan is to be consistent with the Water Management Strategy and the Development Staging Plan
- 15.4 The Council is not to unreasonably refuse to approve the draft Water Management Plan.
- 15.5 The Council may approve the draft Water Management Plan with such alterations as it thinks fit in order to ensure that the plan is consistent with *Camden Development Control Plan 2011* and the Water Management Strategy.

### 16 Establishment & Management of Water Management Land

- 16.1 The Landowner, at its own cost, is to perform:
  - 16.1.1 the Water Establishment Obligation during the Water Establishment Period; and
  - 16.1.2 the Water Management Obligation during the Water Management Period.
- 16.2 A Water Management System forming part of the Water Establishment Obligation must be completed:
  - 16.2.1 in relation to ECB Land - prior to the issuing of a Subdivision Certificate for any Contribution Lot in the ECB Land that is serviced by the Water Management System in the opinion of the Council;
  - 16.2.2 in relation to the Gledswood Land - prior to the issuing of a Subdivision Certificate for any Contribution Lot in the Gledswood Land that is serviced by the Water Management System in the opinion of the Council;
  - 16.2.3 in relation to the East Side 1 Land - prior to the issuing of a Subdivision Certificate for any Contribution Lot in the East Side 1 Land that is serviced by the Water Management System in the opinion of the Council;
  - 16.2.4 in relation to the East Side 2 Land - prior to the issuing of a Subdivision Certificate for any Contribution Lot in the East Side 2 Land that is serviced by the Water Management System in the opinion of the Council;
  - 16.2.5 in relation to the East Side 3 Land - prior to the issuing of a Subdivision Certificate for any Contribution Lot in the East Side 3 Land that is serviced by the Water Management System in the opinion of the Council.

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- 16.3 The Water Establishment Obligation and the Water Management Obligation are not to be varied by the Landowner, unless:
- 16.3.1 the Parties agree in writing to the variation, and
- 16.3.2 any consent or approval required under the Act or any other law to the variation is first obtained.

## **Part 5 – Provisions Relating to Development Contributions**

### **17 Procedures relating to payment of monetary Development Contributions**

- 17.1 A monetary Development Contribution is made for the purposes of this Agreement when the Council receives the full amount of the contribution payable under this Agreement in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.
- 17.2 The Landowner is to give the Council not less than 2 business days written notice of its intention to pay a monetary Development Contribution.
- 17.3 Monetary Development Contributions are to be indexed quarterly in accordance with movements in the Consumer Price Index (All Groups Index) for Sydney issued by the Australian Statistician from the date of this Agreement until the date of payment.

### **18 Procedures relating to the dedication of land**

- 18.1 A Development Contribution comprising the dedication of land is made for the purposes of this Agreement when:
- 18.1.1 a deposited plan is registered in the register of plans held at the Land and Property Management Authority that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993* or creates a public reserve or drainage reserve under the *Local Government Act 1993*, or
- 18.1.2 the Council is given an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer the title to the land to the Council when registered.
- 18.2 For the purposes of clause 18.1.2:
- 18.2.1 the Landowner is to give the Council, for execution by the Council as transferee, an instrument of transfer under the *Real Property Act 1900* relating to the land to be dedicated,
- 18.2.2 the Council is to execute the instrument of transfer and return it to Landowner within 7 days of receiving it from the Landowner,
- 18.2.3 the Landowner is to lodge the instrument of transfer for registration at the Land and Property Management Authority within 7 days of receiving it from the Council duly executed,
- 18.2.4 the Landowner and the Council are to do all things reasonably necessary to enable registration of the instrument of transfer to occur.

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- 18.3 The Landowner is responsible for all of the costs of dedication of land as referred to in this clause and is to reimburse the Council for any costs it has or will incur on demand.

**19 Carrying out of Work**

- 19.1 A Development Contribution comprising the carrying out of Work is made for the purposes of this Agreement on Works Completion.
- 19.2 Except as otherwise specifically provided by this Agreement, any Work that is required to be carried out by the Landowner under this Agreement is to be carried out in accordance with:
- 19.2.1 any relevant Development Consent,
  - 19.2.2 any relevant policies and specifications of the Council existing at the time such a consent is granted,
  - 19.2.3 any other applicable law, and
  - 19.2.4 otherwise to the reasonable satisfaction of the Council.
- 19.3 The Landowner is to obtain Approval for the carrying out of Work comprising Contribution Items 3 and 4 as follows:
- 19.3.1 Contribution Item 4 – prior to the issuing of the Subdivision Certificate for the 250<sup>th</sup> Final Lot in the Eastern Portion;
  - 19.3.2 Contribution Item 3 - prior to the issuing of the first Construction Certificate in respect of development the subject of a Development Consent that will result in the creation of a Final Lot within the ECB Land on the eastern side of Rileys Creek.
- 19.4 The Landowner is to comply with any direction given to it by the Council, acting reasonably, to prepare or modify a design or specification relating to a Work that the Landowner is required to carry out under this Agreement.

**20 Reporting on Work**

- 20.1 The Landowner is to submit to the Council a written report on the progress of the carrying out of Work required to be carried out by the Landowner under this Agreement on an annual basis and date agreed with the Council.
- 20.2 Clause 20.1 applies to the Vegetation Establishment Obligation and Water Establishment Obligation as if they are Work.

**21 Access to the Land**

- 21.1 The Landowner is to take such steps as are necessary to enable the Council, its officers, employees, agents and contractors to enter the Land or any other land owned or controlled by the Landowner at any time, upon giving reasonable prior notice, in order to inspect, examine or test any Work or to remedy any breach of the Landowner relating to the carrying out of a Work.
- 21.2 The Council is to take such steps as are necessary to enable the Landowner to enter and occupy any land owned or controlled by the Council for the purpose of enabling the Landowner to carrying out any Work under this Agreement that is required to be carried out on such land or to perform any other obligation imposed on the Landowner by or under this Agreement.

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- 21.3 Each Landowner is to take such steps as are necessary to enable any other Landowner, its officers, employees, agents and contractors to enter the Land of the Landowner upon giving reasonable prior notice in order to carry out any Work or other obligation it is required to carry out under this Agreement or to inspect, examine or test any Work or to remedy any breach of the Landowner relating to the carrying out of a Work or other obligation.

**22 Protection of people and property**

- 22.1 The Landowner is to ensure to the fullest extent reasonably practicable in relation to the carrying out of any Work that:
- 22.1.1 all necessary measures are taken to protect people and property, and
- 22.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
- 22.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 22.2 The Landowner is to pay any compensation that may become payable to the owner of any land forming land on which Work is carried out that results from the demolition, removal or re-siting of any structure on that land.
- 22.3 This clause extends to the Vegetation Establishment and Management Obligations and to the Water Establishment and Management Obligations as if they are Work.

**23 Protection of public utilities & services**

- 23.1 Except as authorised in writing by the Council, the Landowner is not to obstruct or damage any road, footpath, drain or watercourse or other public utility or service on or near land on which Work is or is to be carried out and is to remove immediately and at its own cost any such obstruction and make good any damage caused as a consequence of the obstruction.
- 23.2 This clause extends to the Vegetation Establishment and Management Obligations and to the Water Establishment and Management Obligations as if they are Work.

**24 Damage and repairs to Work**

- 24.1 The Landowner, at its own cost, is to repair and make good to the reasonable satisfaction of the Council any loss or damage to a Work from any cause whatsoever which occurs before Works Completion.
- 24.2 This clause extends to the Vegetation Establishment Obligation and Water Establishment Obligation as if they are Work.

**25 Variation of Work**

- 25.1 A Work is not to be varied by the Landowner, unless:
- 25.1.1 the Parties agree in writing to the variation, and
- 25.1.2 any consent or approval required under the Act or any other law to the variation is first obtained.
- 25.2 For the purposes of clause 25.1, a variation may relate to any matter in relation to the Works that is dealt with by this Agreement.

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- 25.3 Council may direct the Landowner, in writing, to:
  - 25.3.1 vary a Work; or
  - 25.3.2 carry out additional works which the Council considers are necessary in order for the Works to operate effectively.
- 25.4 Council is liable to pay to the Landowner:
  - 25.4.1 an amount equal to the increase in the costs of completing a Work, which results from a variation directed by the Council under clause 25.3.1, but only if the variation is directed by the Council after a Construction Certificate has been issued for the Work; or
  - 25.4.2 the costs of carrying out any additional works directed to be carried out under clause 25.3.2.
- 25.5 Council shall pay the amounts referred to in clause 25.4 to the Landowner after the Work or additional works are complete, and within 28 days of receipt of:
  - 25.5.1 a tax invoice for the amount claimed by the Landowner; and
  - 25.5.2 documentation which demonstrates to Council's satisfaction the increase in costs as a result of the variation directed by the Council, or the costs of any additional works directed by the Council.
- 25.6 For the avoidance of doubt, a variation to a Work under this clause does not require the variation of this Agreement, provided the Council is satisfied that the variation is generally consistent with the intended objectives and outcomes of this Agreement.

**26 Procedures relating to the completion of Work**

- 26.1 Work is completed for the purposes of this Agreement when the Council at the request of the Landowner, acting reasonably, gives a notice to the Landowner to that effect.
- 26.2 If a completed Work is located on land owned by the Council, the Council accepts responsibility for the Work on completion.
- 26.3 In relation to other Works, the Council accepts responsibility for the Work subject to anything to the contrary in this Agreement on the dedication to the Council of the land on which the Work is located.
- 26.4 This clause applies to the Vegetation Establishment Obligation and Water Establishment Obligation as if they are Work.

**27 Procedures relating to the rectification of defects**

- 27.1 During the Defects Liability Period, the Council may give the Landowner one or more Rectification Notices.
- 27.2 Subject to the resolution of a dispute in accordance with this Agreement, the Landowner is to comply with a Rectification Notice at its own cost and to the reasonable satisfaction of the Council.
- 27.3 If the Landowner breaches clause 27.2, the Council may have the relevant defect rectified and may recover its costs of so doing as a debt due in a court of competent jurisdiction.
- 27.4 There is no Defects Liability Period for the Water Establishment Obligation or the Vegetation Establishment Obligation.

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- 28.1 If the Council reasonably considers that the Landowner is in breach of any obligation under this Agreement relating to a Work, including compliance with a Rectification Notice, the Council may give the Landowner a notice requiring the breach to be rectified to the Council's reasonable satisfaction.
- 28.2 The dispute resolution provisions of this Agreement do not apply to the giving of a notice under clause 28.1.
- 28.3 A notice given under clause 28.1 is to allow the Landowner a period of not less than 28 days to rectify the breach or such further period as the Council considers reasonable in the circumstances.
- 28.4 The Council may carry out and complete the Work the subject of a notice under clause 28.1 if the Landowner fails to comply with the notice to the Council's reasonable satisfaction.
- 28.5 The Landowner is to do all things reasonably necessary to enable the Council to exercise its rights under clause 28.4.
- 28.6 If the Council incurs a cost in carrying out, completing or rectifying a defect in a Work resulting from non-compliance by the Landowner with this Agreement that is not met by calling-up the Security, the Council may recover the cost from the Landowner in a court of competent jurisdiction.
- 28.7 For the purpose of clause 28.6, the Council's costs of carrying out, completing or rectifying a defect in a Work includes, but is not limited to:
- 28.7.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
- 28.7.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
- 28.7.3 all legal costs and expenses reasonably incurred by the Council, by reason of the Landowner's failure to comply with this Agreement.
- 28.8 This clause extends to the Vegetation Establishment and Management Obligations and to the Water Establishment and Management Obligations as if they were a Work.

**29 Works-As-Executed-Plan**

- 29.1 No later than 60 days after Works Completion, the Landowner is to submit to the Council a full works-as-executed-plan in respect of the Work.

**Part 3 – Other Provisions****30 Indemnity and Insurance**

- 30.1 The Landowner indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered, recovered or made arising in connection with a negligent act or omission of

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- the Landowner in carrying out any Work and the performance of any other obligation under this Agreement.
- 30.2 The Landowner is to take out and keep current to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Landowner under this Agreement up until the Work is taken to have been completed in accordance with this Agreement:
- 30.2.1 contract works insurance, noting the Council as an interested party, for the full replacement value of a Work (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Landowner's liability in respect of damage to or destruction of the Work,
- 30.2.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Landowner and any subcontractor of the Landowner, for liability to any third party,
- 30.2.3 workers compensation insurance as required by law, and
- 30.2.4 any other insurance required by law.
- 30.3 If the Landowner fails to comply with clause 30.2, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Landowner to the Council and may be recovered by the Council as it deems appropriate including:
- 30.3.1 by calling upon the Security provided by the Landowner to the Council under this Agreement, or
- 30.3.2 recovery as a debt due in a court of competent jurisdiction.
- 30.4 Prior to commencing the carrying out of any Work and whenever requested in writing by the Council, the Landowner is to provide to the Council satisfactory written evidence of all of the insurances specified in clause 30.2.

**31 Provision of Security for certain Development Contributions**

- 31.1 In this clause 31 the following definitions apply:
- Collector Road** means Contribution Item 5.
- Local parks - east** means Contribution Item 2.
- Local parks - west** means Contribution Item 1.
- Raby Road Intersection Upgrade** means Contribution Item 6.
- Rileys Creek Crossing** means Contribution Item 3
- Sydney Catchment Authority Canal Crossing** means Contribution Item 4.
- The Security:**
- (a) in relation to the Rileys Creek Crossing or the Sydney Catchment Authority Canal Crossing means a Security for the Contribution Value of those Works as identified in Schedule 1 plus 15% or such other amount as the Landowner and the Council agree in writing;
- (b) in relation to Local parks - west means a Security for 45% of the Contribution Value of those Works as identified in Schedule 1 plus 15% or such other amount as the Landowner and the Council agree in writing.

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- (c) in relation to Local parks - east means a Security for 50% of the Contribution Value of those Works as identified in Schedule 1 plus 15% or such other amount as the Landowner and the Council agree in writing.
  - (d) in relation to the Vegetation Management Obligation for the Western Portion means a Security in the amount of \$128,600;
  - (e) in relation to the Vegetation Management Obligation for the Eastern Portion means a Security in the amount of \$95,950;
  - (f) in relation to the Water Management Obligation for the Western Portion means a Security in the amount of \$87,100;
  - (g) in relation to the Water Management Obligation for the Eastern Portion means a Security in the amount of \$116,300.
- 31.2 Subject to this clause, the Landowners of the Eastern Portion are to provide the Council with The Security relating to the Sydney Catchment Authority Canal Crossing before the issuing of the first Construction Certificate in respect of subdivision that will create a Contribution Lot in any part of the Eastern Portion.
- 31.3 Subject to this clause, the Landowners of the Western Portion are to provide the Council with The Security relating to the Rileys Creek Crossing before the issuing of the first Construction Certificate in respect of subdivision that will create a Contribution Lot in any part the Western Portion.
- 31.4 Subject to this clause, the Landowners of the Eastern Portion are to provide the Council with The Security relating to the Local Parks – east, the Vegetation Management Obligation for the Eastern Portion and the Water Management Obligation for the Eastern Portion before the issuing of the first Subdivision Certificate in respect of subdivision that will create a Contribution Lot in any part of the Eastern Portion.
- 31.5 Subject to this clause, the Landowners of the Western Portion are to provide the Council with The Security relating to the Local Parks – west, the Vegetation Management Obligation for the Western Portion and the Water Management Obligation for the Western Portion before the issuing of the first Subdivision Certificate in respect of subdivision that will create a Contribution Lot in any part of the Western Portion.
- 31.6 For the avoidance of doubt, the obligations imposed on the Landowners by clause 31.2 to 31.5 are joint and several.
- 31.7 The amount of a Security is to be indexed annually in accordance with the *Consumer Price Index (All Groups - Sydney)* published by the Australian Bureau of Statistics.
- 31.8 The Landowner is to ensure that a Security held by the Council at all times equals the amount of the Security so indexed.
- 31.9 The Council and the Landowner may agree to roll-over any unused Security or unused part of a Security for a different purpose under this Agreement than the purpose for which the Security was originally given.
- 31.10 The Landowner may at any time provide the Council with a replacement Security and, in such case, the Council is to release and return to the Landowner, as directed, the Security it holds that has been replaced.
- 31.11 On receipt of written advice from a suitably qualified person independent of the Parties that a Security required under this Agreement is in excess of the necessary Security for the obligations to which the Security relates, the Council may (but is not obliged to) so notify the Landowner; and if so the relevant requirement for Security is taken to be reduced accordingly and the

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- Council is to release or return to the Landowner any relevant Security it holds to that extent.
- 31.12 The Council is to release and return a Security or any unused part of it to the Landowner within 14 days of compliance by the Landowner with its Development Contribution obligations to which the Security relates.
- 31.13 The Council may call-up a Security if it considers, acting reasonably, that the Landowner has not complied with its Development Contributions obligations under this Agreement to which the Security relates.
- 31.14 However, the Council is not to call-up a Security unless it has given the Landowner not less than 30 days notice of its intention to do so and the Landowner has not rectified the non-compliance to the Council's reasonable satisfaction before that period has expired.
- 31.15 If the Council calls-up a Security, it may use the amount paid to it in satisfaction of any costs incurred by it in remedying the non-compliance including but not limited to:
- 31.15.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose.
- 31.15.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
- 31.15.3 all legal costs and expenses reasonably incurred by the Council, by reason of the Landowner's non-compliance.
- 31.16 If the Council calls-up a Security, it may, by notice in writing to the Landowner, require the Landowner to provide a further or replacement Security in an amount that, when added to any unused portion of any existing Security, does not exceed the amount of the Security the Council is entitled to hold under this Agreement relating to the relevant Development Contribution obligation.
- 31.17 The dispute resolution provisions of this Agreement do not apply to a matter the subject of this clause.

## 32 Provision of Security for certain other Development Contributions

- 32.1 This clause applies in relation to a thing has not been performed or completed as referred to in clause 12.5.2.
- 32.2 In this clause 32 the following definitions apply:
- The Security** means a Security for the estimated cost of doing or completing any thing that has not been performed or completed to which this clause applies plus 15% as determined by the Council and notified in writing to the Landowner.
- 32.3 Subject to this clause, the Landowner is to provide the Council with The Security prior to the issuing of a Subdivision Certificate for a Contribution Lot within the land to which the Stage relates.
- 32.4 For the avoidance of doubt, the obligation imposed on the Landowners by clause 32.3 is joint and several.
- 32.5 Clauses 31.7 to 31.17 apply to a Security required by this clause in the same way as they apply to a Security required under clause 31.

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**El Caballo Blanco, Gledswood and East Side Site Planning Agreement****33 Security for deferral of time for completion of Works**

- 33.1 The Landowner may request in writing that the Council agree to defer the time specified in Column 4 of Schedule 1 for the completion or provision of a Development Contribution.
- 33.2 If the Landowner makes a request under clause 33.1, the Council may, but is not obliged, to agree to the request.
- 33.3 If the Council agrees to such a request:
- 33.3.1 the Landowner must provide a Security to the Council as determined by the Council in an amount equal to the cost of providing or the value of the Development Contribution plus a contingency of 15%;
- 33.3.2 the Security shall be taken to form part of the Security required under clause 31;
- 33.3.3 the time specified for the completion of the Development Contribution is taken to be extended in accordance with the request.

**34 Enforcement in a court of competent jurisdiction**

- 34.1 Without limiting any other provision of this Agreement, the Parties may enforce this Agreement in any court of competent jurisdiction.
- 34.2 For the avoidance of doubt, nothing in this Agreement prevents:
- 34.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates.
- 34.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

**35 Dispute Resolution – expert determination**

- 35.1 This clause applies to a dispute under this Agreement which relates to a matter that can be determined by an appropriately qualified expert.
- 35.2 Any dispute between the Parties as to whether a dispute to which this clause applies can be determined by an appropriately qualified expert is to be referred to the Chief Executive Officer of the professional body that represents persons with the relevant expertise for determination, which is to be final and binding on the Parties.
- 35.3 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 35.4 If a notice is given under clause 35.3, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 35.5 If the dispute is not resolved within a further 28 days, the dispute must be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 35.6 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 35.7 Each Party must bear its own costs arising from or in connection with the appointment of the expert and the expert determination.

**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

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**36 Dispute Resolution - mediation**

- 36.1 This clause applies to any dispute under this Agreement other than a dispute to which clause 35 applies.
- 36.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 36.3 If a notice is given under clause 36.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 36.4 If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and must request the President of the Law Society, or the President's nominee, to select a mediator.
- 36.5 If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

**37 Registration of this Agreement**

- 37.1 The Parties agree to register this Agreement on the title to the Land subject to obtaining the agreement of the persons specified in s93H(1) of the Act to registration.
- 37.2 The Landowner is to use its best endeavours to obtain the consent of the persons specified in s93H(1) of the Act to registration of this Agreement on the Land and to cause this Agreement to be registered on the title to the Land or so much of the Land as is possible having regard to its obligation under this clause.
- 37.3 If the agreement of the persons specified in s93H(1) of the Act to registration of this Agreement is obtained, the Council is to do such things as are reasonably necessary to enable registration to occur.
- 37.4 Subject to this clause, within 60 days of commencement of this Agreement, the Landowner is to provide the Council with the following documents to enable registration of this Agreement:
  - 37.4.1 an instrument requesting registration of this Agreement on the title to the Land in registrable form duly executed by the Landowner, and
  - 37.4.2 the written irrevocable consent of each person referred to in s93H(1) of the Act to that registration.
- 37.5 Subject to this clause, the Council is to do such things as are reasonably necessary as requested by the Landowner to facilitate the lodging of a request for the registration of this Agreement to be removed from the title to a Final Lot.
- 37.6 If the Landowner makes a request referred to in clause 37.5 but the Landowner's obligations under this Agreement are not complete, the Council is to notify the Landowner of the Security it requires in respect of the removal of the registration of the agreement over the Final Lot.
- 37.7 The amount of the Security that the Council may require under clause 37.6 is not to exceed the Council's reasonable estimate of:

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**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

- 37.7.1 the cost of carrying out or completing any Work required to be completed by the Landowner under this Agreement plus a contingency of 15%;
- 37.7.2 the value of land of the Landowner required to be dedicated to the Council; and
- 37.7.3 any monetary contributions required to be made by the Landowner.
- 37.8 If the Security required by the Council is provided by the Landowner:
  - 37.8.1 the Council is to do all things necessary as requested by the Landowner to enable the lodging of a request for the registration of this Agreement to be removed from the title of the Final Lot;
  - 37.8.2 the Security is to be taken to form part of the Security required under clause 31.
- 37.9 The Council is to promptly agree to a request by the Landowner for the lodging of a request for the registration of this Agreement to be removed from the title of any part of the Landowners' Land (other than Vegetation Management Land or Water Management land) once the Landowner has made all of the Development Contributions required of it under this Agreement.
- 37.10 The Parties are to agree to the lodging of a request for the registration of this Agreement to be removed from the titles to any part of the Land if this Agreement is terminated.

**38 Compulsory Acquisition**

- 38.1 In the event that the Landowner does not dedicate land required to be dedicated under this Agreement, at the time at which it is required to be dedicated or at all, the Landowner consents to the Council compulsorily acquiring the land for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.
- 38.2 Council must only acquire land pursuant to clause 38.1 if to do so is reasonable, having regard to the circumstances surrounding the failure by the Landowner to dedicate the land required to be dedicated under this Agreement.
- 38.3 Clause 38.1 constitutes an agreement for the purposes of s28 of the Just Terms Act.
- 38.4 If, as a result of the acquisition referred to in clause 38.1, the Council must pay compensation to any person other than the Landowner, the Developer or Landowner must reimburse the Council for that amount, upon a written request being made by the Council, or the Council can call on any Security.
- 38.5 Except as otherwise agreed between the Parties, the Landowner must ensure that the land to be dedicated under this Agreement is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges), on both the date that the Landowner is liable to transfer that land to the Council under this Agreement, and the date on which the Council compulsorily acquires the whole or any part of that land in accordance with the Just Terms Act.
- 38.6 The Landowner indemnifies and keeps indemnified the Council against all claims made against the Council as a result of any acquisition by the Council of the whole or any part of the Land.

**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

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- 38.7 The Landowner is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 38, including without limitation:
- 38.7.1 signing any documents or forms;
  - 38.7.2 giving land owner's consent for lodgement of any Development Application;
  - 38.7.3 producing certificates of title to the Registrar-General under the Real Property Act; and
  - 38.7.4 paying the Council's costs arising under this clause 38.
- 38.8 Notwithstanding clause 38.4, if, despite having used its best endeavours, the Landowner cannot ensure that the land to be dedicated is free from all encumbrances and affectations, then the Landowner may request that Council agree to accept the land subject to those encumbrances and affectations, but the Council may withhold its agreement in its absolute discretion.

**39 Assignment, Sale of Land, etc**

- 39.1 Unless the matters specified in clause 39.2 are satisfied, the Landowner is not to do any of the following:
- 39.1.1 if the Landowner is the owner of the Land, to transfer the Land (other than a Final Lot) to any person, or
  - 39.1.2 assign the Landowner's rights or obligations under this Agreement, or novate this Agreement, to any person.
- 39.2 The matters required to be satisfied for the purposes of clause 39.1 are as follows:
- 39.2.1 the Landowner has, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be transferred, or the Developer's rights or obligations are to be assigned, or this Agreement is to be novated, of a deed generally in accordance with the Novation Deed satisfactory to the Council, and
  - 39.2.2 the Landowner has also executed that deed, and
  - 39.2.3 the Council, by notice in writing to the Landowner, has stated that evidence satisfactory to the Council has been produced to show that the assignee, transferee or novatee, is reasonably capable of performing its obligations under that deed, and
  - 39.2.4 the Landowner is not in breach of this Agreement, and
  - 39.2.5 the Council otherwise consents to the transfer, assignment or novation.
- 39.3 Clauses 39.1 and 39.2 do not apply in relation to any sale or transfer of any land if this Agreement is registered on the title of that land at the time of the sale.

**40 Review of this Agreement**

- 40.1 The Landowner is to provide to the Council by not later than each anniversary of the date on which this Agreement is entered into a report detailing the performance of its obligations under this Agreement.

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**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

- 40.2 The report referred is to be in such a form and to address such matters as may be notified by the Council to the Landowner from time to time.
- 40.3 The Parties are to review this Agreement if any Landowner Party notifies the Council or the Council notifies any Landowner Party that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement, or the Council notifies any Landowner Party that it considers that circumstances exist that justify the review.
- 40.4 For the purposes of clause 40.3, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables the Council or any other planning authority to restrict or prohibit any aspect of the Development.
- 40.5 For the purposes of addressing any matter arising from a review of this Agreement referred to in clause 40.3, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.
- 40.6 If this Agreement becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.
- 40.7 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 40.3 is not a dispute for the purposes of clauses 35 and 36 and is not a breach of this Agreement.

**41 Notices**

- 41.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
- 41.1.1 delivered or posted to that Party at its address set out in the Summary Sheet,
- 41.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
- 41.1.3 emailed to that Party at its email address set out in the Summary Sheet.
- 41.2 If a Party gives the other Party 3 business days notice of a change of its address, fax number or email address, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address, fax number or email address.
- 41.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
- 41.3.1 delivered, when it is left at the relevant address,
- 41.3.2 sent by post, 2 business days after it is posted,
- 41.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number, or
- 41.3.4 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 41.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, or the period referred to in clause 41.3.4 expires on a day that is not a business day, or if on a

**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

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business day, after 5pm on that day, it is to be treated as having been given or made at 9am on the next business day.

**42 Approvals and Consent**

- 42.1 Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party.
- 42.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

**43 Costs**

- 43.1 The Parties comprising the Landowners, as a group, are to pay to the Council the Council's costs of preparing, negotiating, executing, stamping and registering this Agreement, and any document related to this Agreement within 7 days of a written demand by the Council for such payment.
- 43.2 The Landowner is also to pay to the Council the Council's costs of enforcing this Agreement within 7 days of a written demand by the Council for such payment.

**44 Entire Agreement**

- 44.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.
- 44.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

**45 Further Acts**

- 45.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

**46 Notations on Planning Certificates**

- 46.1 The Parties agree that the Council may, in its absolute discretion, make a notation under section 149(5) of the Act regarding this Agreement on any certificate issued under section 149(2) of the Act relating to the Land.

**47 Governing Law and Jurisdiction**

- 47.1 This Agreement is governed by the law of New South Wales.
- 47.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 47.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

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## El Caballo Blanco, Gledswood and East Side Site Planning Agreement



### 48 No Fetter

- 48.1 Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

### 49 Representations and Warranties

- 49.1 The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

### 50 Severability

- 50.1 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 50.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

### 51 Modification

- 51.1 No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

### 52 Waiver

- 52.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 52.2 A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given.
- 52.3 It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

### 53 GST

- 53.1 In this clause:
- Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.
- GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.
- GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

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**Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

**Taxable Supply** has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

- 53.2 Subject to clause 53.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 53.3 Clause 53.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 53.4 No additional amount shall be payable by the Council under clause 53.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 53.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 53.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 53.5.2 that any amounts payable by the Parties in accordance with clause 53.2 (as limited by clause 53.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 53.6 No payment of any amount pursuant to this clause 53, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 53.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 53.8 This clause continues to apply after expiration or termination of this Agreement.

**54 Explanatory Note Relating to this Agreement**

- 54.1 The Appendix contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.
- 54.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Planning Agreement.

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## El Caballo Blanco, Gledswood and East Side Site Planning Agreement



## Schedule 1

(Clause 8)

## Development Contributions

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Contribution Item	Public Purpose	Nature / Extent	Timing	Contribution Value	Responsible Party
<b>Carrying Out of Works</b>					
1. Local parks – west	Passive recreation	One local park of 0.48 ha in the ECB Land, as shown on Sheet 2 of the Map, containing the following components: <ul style="list-style-type: none"> <li>• Playground; and</li> <li>• Paths and Seating</li> </ul>	Prior to the issue of the Subdivision Certificate for the 150 <sup>th</sup> Final Lot within the ECB Land.	\$254,112	Owner of the ECB land
2. Local parks - east	Passive recreation	One local park of 0.48 ha within the East Side 2 and East Side 3 Land, as shown on Sheet 2 of the Map, containing the following components: <ul style="list-style-type: none"> <li>• Playground; and</li> <li>• Paths and Seating; and</li> <li>• Kick about space OR off-leash dog area OR hard courts OR BMX track OR skate park</li> </ul>	Prior to the issue of the Subdivision Certificate for the 250 <sup>th</sup> Final Lot within the East Side 2 Land and the East Side 3 Land.	\$254,112	Owner of the East Side 1 Land, East Side 2 Land and East Side 3 Land
3. Rileys Creek Crossing	Roads and traffic management	A two lane vehicular crossing (max 30 m span or culverts), in the location shown on Sheet 3 of the Map.	Prior to the issue of the Subdivision Certificate for any Final Lot proposed within the	\$638,880	Owner of the ECB Land

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## El Caballo Blanco, Gledswood and East Side Site Planning Agreement



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			ECB Land on the eastern side of Rileys Creek.		
4. Sydney Catchment Authority Canal Crossing	Roads and traffic management	A two lane vehicular crossing connecting East Side 2 Land and the Turner Road Precinct, in the location shown on Sheet 3 of the Map.	Prior to the issue of the Subdivision Certificate for the 450th Final Lot within the East Side 2 Land and the East Side 3 Land.	\$931,700	Owner of the East Side 1 Land, East Side 2 Land and East Side 3 Land
5. Collector Road	Roads and traffic management	The Collector Road identified on Sheet 3 of the Map.	Prior to the issue of the Subdivision Certificate for the 200 <sup>th</sup> Final Lot within the East Side 2 Land.		Owner of the East Side 1 Land, East Side 2 Land and East Side 3 Land
6. Existing Intersection Upgrade (and approach works) to Raby Road	Roads and traffic management	The existing intersection upgrade and connection of the Collector Road to Raby Road, as shown on Sheet 3 of the Map.	Prior to the issue of the Subdivision Certificate for the 300th Final Lot within the East Side 2 Land and the East Side 3 Land except as provided in clause 11.		Owner of the East Side 1 Land, East Side 2 Land and East Side 3 Land
7. Cycleway/Pedestrian	Roads and traffic management	The Cycleway/Pedestrian Pathway as shown indicatively on Sheet 3 of the Map within the ECB Land.	Prior to the issue of the Subdivision Certificate for the 200 <sup>th</sup> Final Lot within the ECB Land.		Owner of the ECB Land
8. Cycleway/Pedestrian	Roads and traffic management	The Cycleway/Pedestrian Pathway as shown indicatively on Sheet 3 of the Map within the Gledswood Land.	Prior to the issue of the Subdivision Certificate for the 100 <sup>th</sup> Final Lot within the Gledswood		Owner of the Gledswood Land

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Attachment 1

## El Caballo Blanco, Gledswood and East Side Site Planning Agreement



			Land.		
9. Cycleway/Pedestrian	Roads and traffic management	The Cycleway/Pedestrian Pathway as shown indicatively on Sheet 3 of the Map within the East Side 1 Land and the East Side 2 Land.	Prior to the issue of the Subdivision Certificate for the 200 <sup>th</sup> Final Lot within the East Side 1 Land and the East Side 2 Land.		Owner of the East Side 1 Land, East Side 2 Land and East Side 3 Land
<b>Dedication of Land</b>					
10. Local parks-west	Passive recreation	Dedication of 0.48 ha of land, as shown on Sheet 6 of the Map, on which Item 1 is located.	Within 28 days of the completion of Item 1.	\$ 457,520	Owner of the ECB Land
11. Local parks-east	Passive recreation	Dedication of 0.48 ha of land, as shown on Sheet 6 of the Map, on which Item 2 is located.	Within 28 days of the completion of Item 2.	\$ 457,520	Owner of the East Side 2 Land, and East Side 3 Land.
12. Rileys Creek Crossing	Roads and traffic management	Dedication of relevant land associated with Item 3 (approx 20m x 100m), as shown on Sheet 6 of the Map.	Within 28 days of the completion of Item 3.		Owner of the ECB Land
13. Sydney Catchment Authority Canal Crossing	Roads and traffic management	Creation and dedication to Council, of a stratum lot containing the work associated with Item 4, as shown on Sheet 6 of the Map.	Within 28 days of the completion of Item 4.		Owner of the East Side 2 Land.
14. Collector Road	Roads and traffic management	Dedication of relevant land on which Item 5 is located as shown on Sheet 6 of the Map.	Within 28 days of the completion of Item 5.		Owner of the East Side 1 Land, East Side 2 Land and East Side 3 Land.
15. Intersection (and approach works) to Raby Road	Roads and traffic management	Dedication of relevant land on which Item 6 is located, as shown on Sheet 6 of the Map.	Within 28 days of the completion of Item 6 except as provided in clause 11.		Owner of the East Side 1 Land
<b>Monetary Contribution</b>					
16. Monetary	Various	An amount agreed	Prior to	\$6,625 per	Owner of the

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## El Caballo Blanco, Gledswood and East Side Site Planning Agreement



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Attachment 1

Monetary Contribution					
contribution		between the parties to be paid to the Council and that the Council shall apply towards the provision of the following public purposes:	the issue of the Subdivision Certificate for each Contributions Lot in per lot contributions of \$6,625.	Contribution Lot as distributed below	Land
		Sportsgrounds		\$750 per Contribution Lot	
		Sportsgrounds amenities		\$1,077 per Contribution Lot	
		Outdoor sports courts		\$259 per Contribution Lot	
		Youth recreation facility		\$639 per Contribution Lot	
		Youth recreation facility fit-out		\$122 per Contribution Lot	
		Youth recreation outdoor components		\$69 per Contribution Lot	
		Youth recreation facility carpark and landscaping		\$25 per Contribution Lot	
		Leisure centre (Mt Annan Stage 2 and Camden) augmentation		\$1125 per Contribution Lot	
		Athletics track		\$45 per Contribution Lot	
		Open space and recreation facilities strategy		\$23 per Contribution Lot	
		Acquisition of land for community centres		\$128 per Contribution Lot	
		Augmentation for Oran Park library		\$861 per Contribution Lot	
		Local multi-purpose community centre floor space		\$416 per Contribution Lot	
		District multi-purpose community centre floor space		\$128 per Contribution Lot	
		Narellan Library – recoupment of cost		\$335 per Contribution Lot	
		Camden Library – recoupment of cost		\$64 per Contribution Lot	
		Bus Shelters		\$161 per	

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Monetary Contribution					
		Volunteer emergency services		Contribution Lot	
		Contributions plan administration		\$33 per Contribution Lot	
				\$365 per Contribution Lot	

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**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**



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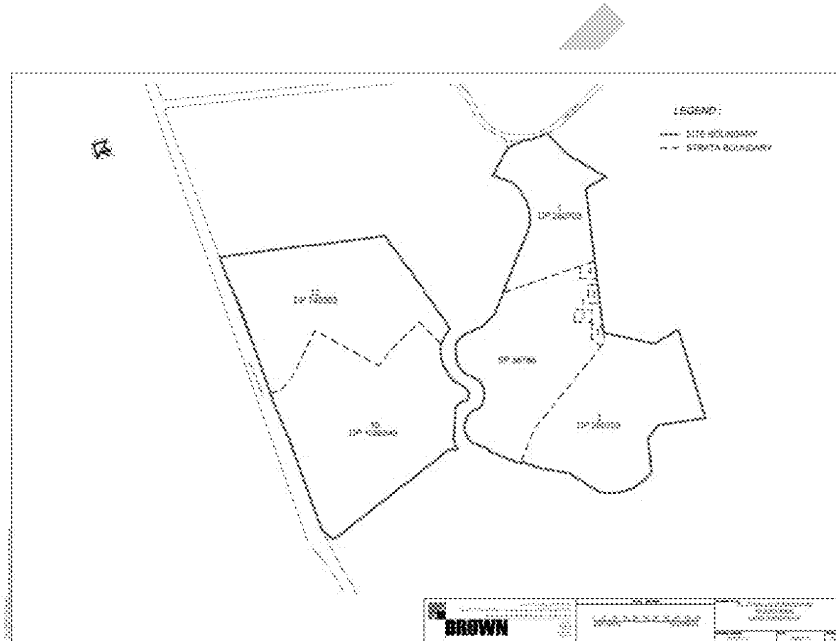
**Schedule 2**

(Clause 1.1)

**Map**

**Sheet 1**

**Land Ownership**



**Attachment 1**



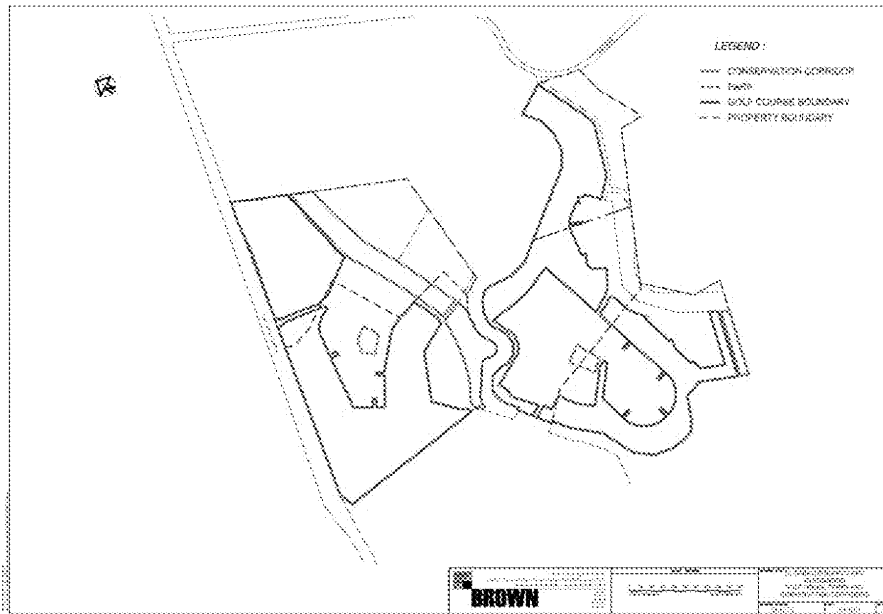
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Sheet 2

Golf Holes, Parks And Conservation Corridors



Attachment 1

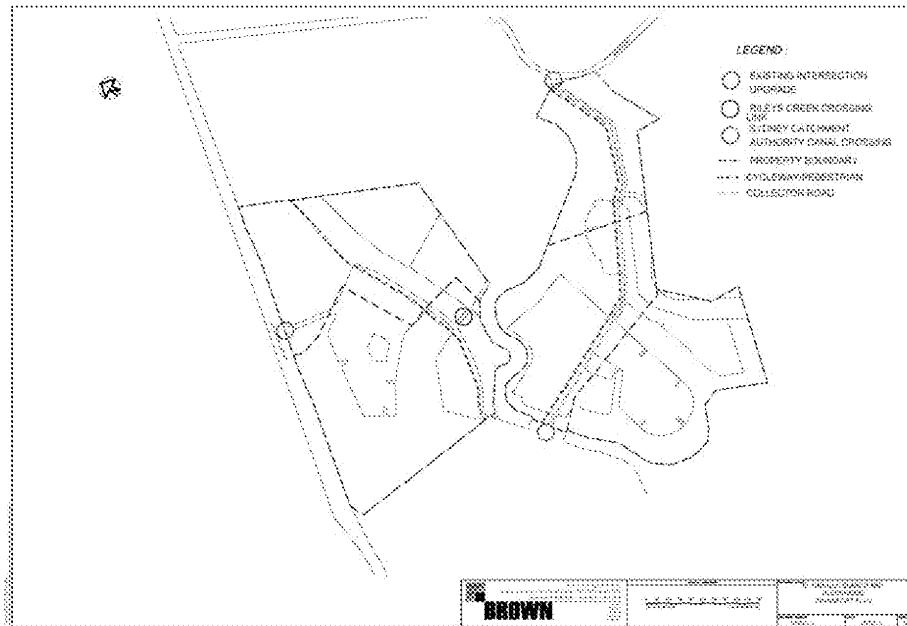
El Caballo Blanco, Gledswood and East Side Site Planning Agreement



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Sheet 3

Transport Plan



Attachment 1

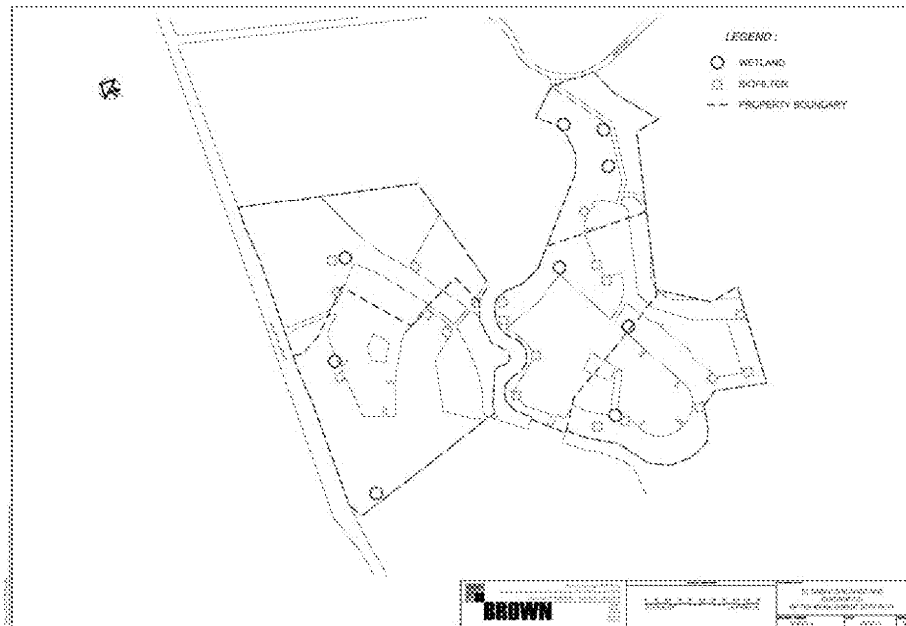
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Sheet 4

Water Management Strategy (Extract)



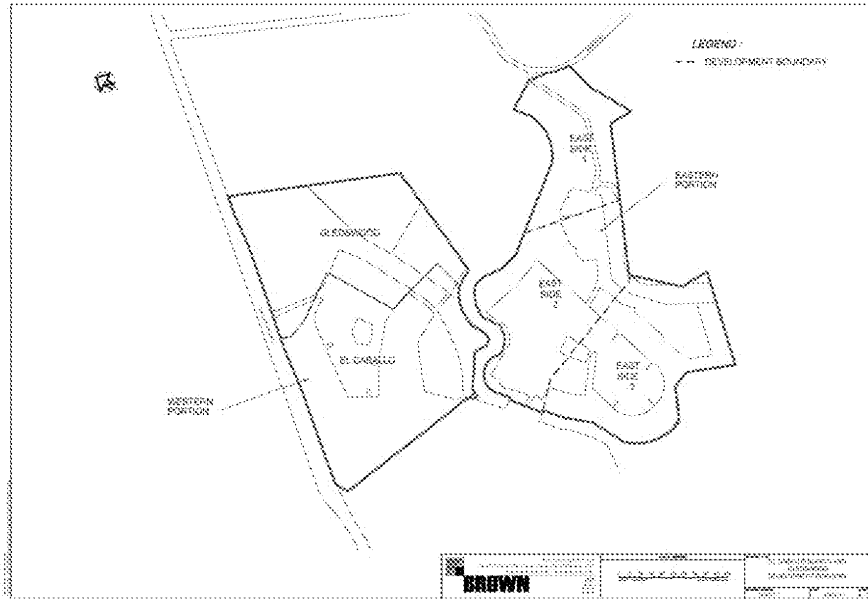
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El Caballo Blanco, Gledswood and East Side Site Planning Agreement



Sheet 5

Eastern Portion and Western Portion



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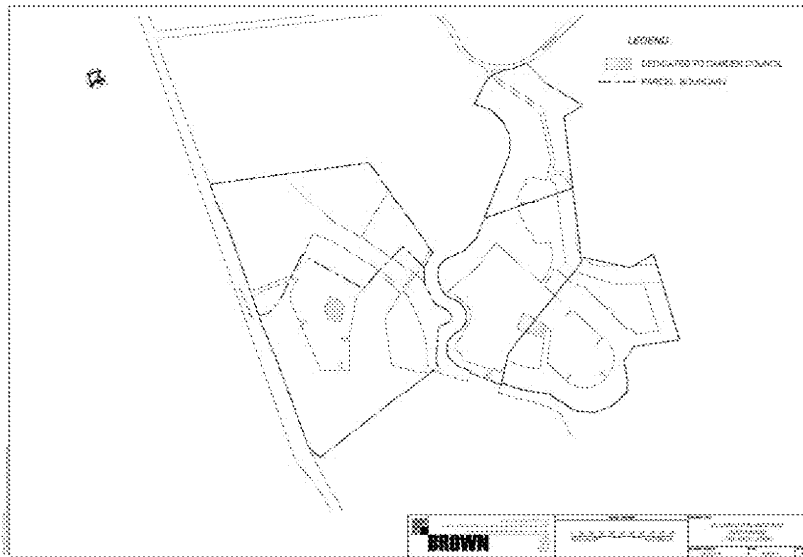
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Sheet 6

Land Dedication



Attachment 1

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Sheet 7

Vegetation Management Strategy (Extract)



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Attachment 1

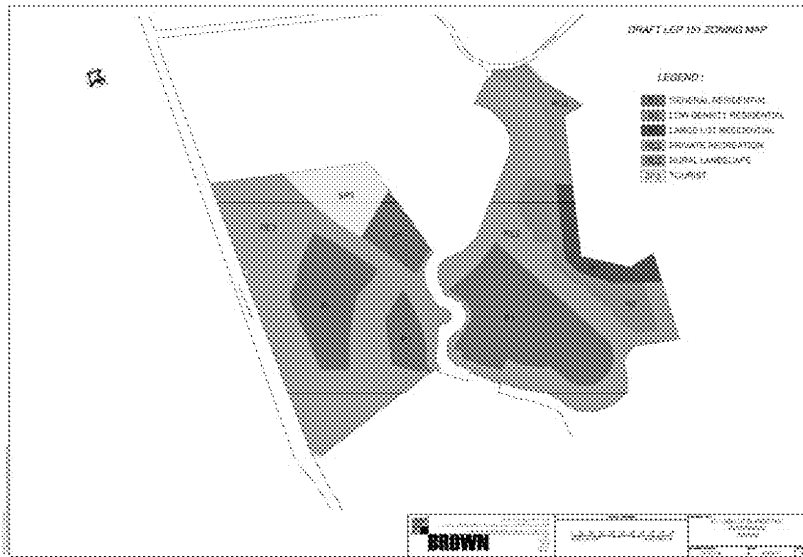
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El Caballo Blanco, Gledswood and East Side Site Planning Agreement



Sheet 8

Zoning



Attachment 1

DRAFT



**Schedule 3**

(Clause 39)

**Novation Deed**

**[Novation/Assignment] Deed**

**Camden Council**

and

**[Drafting Note: Insert name of Original Developer]**

and

**[Drafting Note: Insert name of New Developer]**

**Novation/Assignment Deed**

DATE

**Parties**

**Camden Council** ABN 31 117 341 764 of 37 John Street Camden, NSW 2150  
(Council)

and

**## [Drafting Note. Insert name, ABN & address of Developer] (Original Developer)**

and

**## [Drafting Note. Insert name, ABN & address of Developer] (New Developer)**



## El Caballo Blanco, Gledswood and East Side Site Planning Agreement



## Background

- A The Council and the Original Developer are parties to the Original Agreement.
- B The Original Agreement relates to the whole of the Land.
- C The Original Developer wishes to transfer [*the whole of*] [*part or parts of*] the Land comprising Lot [*insert Lot number*] in DP (Transferred Land) [*insert Deposited Plan number*] to the New Developer. [*Drafting Note: to be included where all or part of the land is to be transferred to the New Developer and the Original Agreement is to be novated in relation to the Transferred Land.*]

**OR**

The Original Developer wishes to novate all of its rights and obligations under the Original Agreement to the New Developer. [*Drafting Note: to be included where there is no transfer of the Land to the New Developer, but the Original Developer has entered into a separate arrangement with the New Developer that requires a novation of all the Original Developer's rights and obligations under the Original Agreement to the New Developer.*]

**OR**

The Original Developer wishes to assign its rights and interests under the Original Agreement to the New Developer. [*Drafting Note: to be included where the Original Developer has entered into a separate arrangement with the New Developer and the Original Developer's rights and interests in the Original Agreement are to be assigned.*]

## Agreed terms

### 1 Interpretation

#### 1.1 Definitions

1.1.1 In this document:

**Effective Date** means [*insert*].

**Council** means Camden Council [*Drafting Note: Only to be included where the Original Agreement is assigned to the New Developer.*]

**Land** has the meaning given to that term in the Original Agreement.

**Original Agreement** means the voluntary planning agreement dated [*insert*] and made between the Council the Original Developer and other parties.

#### 1.2 Construction

1.2.1 Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;

**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

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- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and
- (f) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
  - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced; and
  - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation.

**1.3 Headings**

- 1.3.1 Headings do not affect the interpretation of this document.

## **2 Novation in respect of Transferred Land [Drafting Note - Delete clauses 2, 3 and 4 if novation is not applicable]**

**2.1 Original Agreement**

- 2.1.1 Subject to clause 3 and with effect from the Effective Date:
  - (a) the New Developer is substituted for the Original Developer as a party to the Original Agreement;
  - (b) the New Developer will be bound by the Original Agreement, and will be entitled to the benefit of the Original Agreement, as if the New Developer was a party to the Original Agreement instead of the Original Developer in relation to the Transferred Land; and
  - (c) the Original Developer is released and discharged from all obligations and liabilities, and from all claims (whether for costs, damages, fees, expenses or otherwise), arising under the Original Agreement in relation to the Transferred Land.

**2.2 Reference in Original Agreement**

- 2.2.1 All references to the Original Developer in the Original Agreement are to be construed as references to the New Developer in relation to the Transferred Land.

**2.3 Address for notices**

- 2.3.1 The Council must address all notices and communications to be given or made by it in relation to the Transferred Land to the New Developer under the Original Agreement to the following address:

**New Developer: [Insert details]**

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**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**Address: **[Insert details]**Fax: **[Insert details]**Contact Person: **[Insert details]**Email: **[Insert details]****3 Novation** **[Drafting Note - Delete clauses 2, 3 and 4 if novation is not applicable]****3.1 Original Agreement**

3.1.1 Subject to clause 3 and with effect from the Effective Date:

- (a) the New Developer is substituted for the Original Developer as a party to the Original Agreement;
- (b) the New Developer will be bound by the Original Agreement, and will be entitled to the benefit of the Original Agreement, as if the New Developer was a party to the Original Agreement instead of the Original Developer; and
- (c) the Original Developer is released and discharged from all obligations and liabilities, and from all claims (whether for costs, damages, fees, expenses or otherwise), arising under the Original Agreement.

**3.2 Reference in Original Agreement**

3.2.1 All references to the Original Developer in the Original Agreement are to be construed as references to the New Developer.

**3.3 Address for notices**

3.3.1 The Council must address all notices and communications to be given or made by it to the New Developer under the Original Agreement to the following address:

**New Developer: [Insert details]**Address: **[Insert details]**Fax: **[Insert details]**Contact Person: **[Insert details]**Email: **[Insert details]****4 Affirmation of the Original Agreement**

4.1 The Original Agreement will be read and construed subject to this deed, and in all other respects the provisions of the Original Agreement are ratified and confirmed, and, subject to the variation and novation contained in this deed, the Original Agreement will continue in full force and effect.

**5 Assignment** **[Drafting Note - Delete if assignment is not applicable]****5.1 Assignment of Rights**

**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

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5.1.1 The Original Developer assigns to the New Developer absolutely all of the Original Developer's rights (both present, future, actual and contingent) under the Original Agreement or which arise as a result of the Original Developer exercising any right under the Original Agreement.

5.1.2 The New Developer accepts the assignment of the Original Developer's rights (both present, future, actual and contingent) under the Original Agreement on the terms of this deed.

**5.2 Assumption of obligations**

5.2.1 On and from the Effective Date, the New Developer must properly and punctually observe and perform all of the Original Developer's obligations (both present, future, actual and contingent) under the Original Agreement or which arise as a result of the Council exercising any right under the Original Agreement and which are due to be performed on or after the Effective Date.

**6 Indemnities**

6.1 The New Developer indemnifies the Original Developer on demand against all liabilities, claims, damages and loss which the Original Developer suffers or incurs in relation to the Original Agreement including those which arise or relate to acts or omissions occurring on or after the Effective Date.

**7 Warranties and representations****7.1 Warranties**

7.1.1 Each party represents and warrants that, at the time of execution, and at the Effective Date:

- (a) it has capacity unconditionally to execute, deliver and comply with its obligations under this document;
- (b) it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with, its obligations under this document;
- (c) this document is a valid and legally binding obligation and is enforceable against it by each other party in accordance with its terms; and
- (d) its unconditional execution and delivery of, and compliance with its obligations under, this document do not contravene:
  - (i) any law or directive from a government entity;
  - (ii) its constituent documents;
  - (iii) any agreement or instrument to which it is a party; or
  - (iv) any obligation of it to any other person.

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**El Caballo Blanco, Gledswood and East Side Site Planning Agreement****7.2 Survival of warranties**

7.2.1 The warranties and representations in clause 7.1 survive the execution of this document and the [novation/assignment] of the Original Agreement.

**8 GST**

8.1 Where a supply made under this deed gives rise to a liability for GST, the consideration to be provided for that supply (other than under this clause) shall be increased by an additional amount equal to the GST payable on the supply. The additional amount must be paid, and the supplier must provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this deed. Terms used in this clause have the meanings in the *A New Tax System (Goods and Services Tax) Act 1999*.

**9 Stamp duty and costs**

9.1 The Original Developer and the New Developer are jointly and severally responsible for the Council's legal costs incidental to the negotiation, preparation and execution of this deed. **[Drafting Note: To be included where the Original Agreement is being assigned.]**

9.2 The New Developer will pay all stamp duty arising directly or indirectly from this deed.

**10 Further acts**

10.1 Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this deed.

10.2 This deed binds each party which signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

**11 Amendment**

11.1 This document may only be varied or replaced by a document executed by the parties.

**12 Governing law**

12.1 This deed is governed by the law in force in the place specified in the New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that place.

**13 Counterparts**

13.1 This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**



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**Execution**

**Executed as a Deed**

**Dated:**

**Executed on behalf of the Council by affixing the SEAL in accordance with a resolution passed at a duly convened meeting held on:**

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Mayor

**Executed on behalf of the Original Developer** in accordance with s127(1) of the Corporations Act (Cth) 2001

\_\_\_\_\_  
Name/Position

\_\_\_\_\_  
Name/Position

**Executed on behalf of the New Developer** in accordance with s127(1) of the Corporations Act (Cth) 2001

\_\_\_\_\_  
Name/Position

\_\_\_\_\_  
Name/Position

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**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**



**Execution**

**Executed as an Agreement**

**Dated:**

\_\_\_\_\_  
**Executed on behalf of the Council**

\_\_\_\_\_  
**General Manager**

\_\_\_\_\_  
**Witness/Name/Position**

[**Drafting Note.** Execution clauses for the Parties comprising the Landowners will be inserted when the Agreement is being finalised.]

**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

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**Appendix**

(Clause 54)

*Environmental Planning and Assessment Regulation 2000*

(Clause 25E)

**Explanatory Note****Draft Planning Agreement**Under s93F of the *Environmental Planning and Assessment Act 1979***Parties****Camden Council** ABN 31 117 341 764 of 37 John Street Camden, NSW 2150  
(Council)

and

**SH Camden Valley Pty Limited** ABN 37 137 331 376 of 68 Waterloo Road  
Macquarie Park NSW 2113 (**SH Camden Valley**)

and

**Caldia Pty Limited** ABN 83 003108 781 of 900 Camden Valley Way Catherine Fields  
NSW 2088 (**Caldia**)

and

**Vincenzo Pisciueneri** of 182 Raby Road Catherine Fields NSW 2557

and

**Elizabeth Pisciueneri** of 182 Raby Road Catherine Fields NSW 2557 (**together,**  
**the Pisciueneri Parties**)

and

**Rok Friscic** of 190 Raby Road Catherine Fields NSW 2557

and

**Teresa Friscic** of 190 Raby Road Catherine Fields NSW 2557, (**together, the**  
**Friscic Parties**)

and

**Jozo Bernatovic** of 188 Raby Road Catherine Fields NSW 2557,

and

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**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

**Eva Bernatovic** of 188 Raby Road Catherine Fields NSW 2557 (**together, the Bernatovic Parties**)

and

**Frank Galluzzo** of 184 Raby Road Catherine Fields NSW 2557

and

**Maria Galluzzo** of 3 / 184 Raby Road Catherine Fields NSW 2557

and

**Samuel Galluzzo** of 41 Cubitt Drive Denham Court NSW 2565 (**together, the Galluzzo Parties**)

and

**The Owners – Strata Plan 36786** of 1<sup>st</sup> Floor, 147 Northumberland Street, Liverpool NSW 2170 (**The Owners Corporation**)

### **Description of the Land to which the Draft Planning Agreement Applies**

Lot 10 DP 1086849 (**ECB Land**)

Lot 12 DP 748303 (**Gledswood Land**)

Lot 1 DP 260703 (**East Side 1 Land**)

Lot 3 DP 260703 (**East Side 3 Land**)

Lots 1-4 SP36786 and Lot CP SP36786 (**East Side 2 Land**)

### **Description of Proposed Development**

Means the development of

- (a) the Land for urban purposes, involving subdivision to accommodate approximately 860 dwellings, associated non residential development and infrastructure; and
- (b) a minimum 18 hole golf-course on the part of the Land identified 'Golf Course' on Sheet 2 of the Map consistent with the Golf Holes Strategy (**Golf Holes**).

### **Instrument Change**

The Agreement relates to an amendment of *Camden Local Environmental Plan 2010* to rezone the Land generally as described in the draft *Camden Local Environmental Plan 151-El Caballo/Gledswood* as referred to in the letter from Tom Gellibrand of the Department of Planning to the Council dated 30 June 2010 to achieve a zoning of the Land generally as indicated on Sheet 8 of the Map.

**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

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**Summary of Objectives, Nature and Effect of the Draft Planning Agreement****Objectives of Draft Planning Agreement**

The objective of the Draft Planning Agreement is to require the Land owners to make Development Contributions in conjunction with the carrying out of development facilitated by the making of the Instrument Change if that occurs.

**Nature of Draft Planning Agreement**

The Draft Planning Agreement is a planning agreement under s93F of the *Environmental Planning and Assessment Act 1979 (Act)*. It is an agreement between the Council and the Land owners. The Draft Planning Agreement is a voluntary agreement under which Development Contributions (as defined in clause 1.1 of the Draft Planning Agreement) are to be made by the Land owners for various public purposes (as defined in s93F(3) of the Act).

**Effect of the Draft Planning Agreement**

In summary, the Draft Planning Agreement:

- Defines 'Landowner' to mean:
  - SH Camden Valley in relation to the ECB Land,
  - Calda in relation to the Gledswood Land,
  - the Pisciuneri Parties in relation to the Pisciuneri Land,
  - the Owners Corporation in relation to the Strata Plan 36786 Common Property Land,
  - Samuel Galluzzo in relation to the Strata Plan 36786 Lot 1 Land,
  - Samuel Galluzzo, Frank Galluzzo and Maria Galluzzo in relation to the Strata Plan 36786 Lot 2 Land,
  - Frank Galluzzo and Maria Galluzzo in relation to the Strata Plan 36786 Lot 3 Land, and
  - the Friscic and Bernatovic Parties in relation to the East Side 3 Land.
- Provides that the Landowner is under no obligation to make the Development Contributions to the Council until:
  - the Instrument Change occurs,
  - Development Consent is granted to the Development or any part of it subject to a condition requiring the Development Contributions to be made in accordance with the Agreement,
  - the Development is commenced (within the meaning of the Act).
- excludes the application of s 94 and s94A of the Act to the Development but does not exclude s94EF,
- requires each Landowner to make certain Development Contributions in conjunction with the carrying out of the Development in respect of the part or parts of the Land owned by the Landowner, and
  - for which the Landowner is identified as being the Responsible Party in Column 6 of Schedule 1, and

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## El Caballo Blanco, Gledswood and East Side Site Planning Agreement



- in respect of any Parcel containing Land owned by the Landowner, and
- as otherwise expressly provided by the Agreement.
- such Development Contributions comprising:
  - works, land dedications and monetary contributions set out in Schedule 1;
  - establishment and maintenance of a vegetation management strategy;
  - establishment and maintenance of a water management strategy;
- requires the Landowner to carry out development for the purposes of the Golf Holes in accordance with a strategy approved by the Council prior to an agreed stage of the remainder of the Development;
- prevents a subdivision certificate being issued for development that will create the 300<sup>th</sup> Final Lot in the Western Portion unless and until the intersection of Camden Valley Way with Catherine Fields Road and the Gledswood Land is upgraded;
- requires the Council to apply Development Contributions made under the agreement towards the specified purpose for which they were made and at the location, in the manner and to the standard (if any) specified in the agreement unless the Council considers that the public interest would be better served by applying the Development Contribution towards another purpose;
- requires the Developer to provide the Council with a security for the completion of the Rileys Creek Crossing, the Sydney Catchment Authority Canal Crossing, Local parks – west, Local parks – east, the Raby Road Intersection Upgrade in an amount equal to the Contribution Value of those Works as identified in Schedule 1 plus 15%;
- requires the Developer to provide the Council with a security for the completion of the Vegetation Management Obligation and the Water Management Obligation in the amounts specified in clause [x];
- requires the Developer to provide the Council with a security for the completion of components of the Vegetation Establishment Obligation, Water Establishment Obligation, Cycleway/Pedestrian pathways, Collector Road as required for each Stage of the Development if not completed or performed prior to the issuing of a subdivision certificate for a Contribution Lot in the amount of the Council's estimate of the cost of doing or completing the thing that has not been performed or completed plus 15%;
- allows the Landowner to request a deferral of the time for Development Contributions to be made subject to the provision of a further Security to the Council;
- provides for the Landowner to rectify defects in Works;
- is to be registered on the title to the Land subject to the ability for the Landowner to request the removal of registration over Final Lots subject to payment of a further security if the Landowner's obligations under the Agreement are not complete at that time;
- imposes restrictions on the Developer selling or transferring the Land or part of the Land other than Final Lots (if the Agreement is not registered on that land) or assigning its interest under or novating the Agreement, without Council's consent and unless it is not in breach of the Agreement,

## El Caballo Blanco, Gledswood and East Side Site Planning Agreement



- provides two for dispute resolution methods for a dispute under the agreement, being expert determination and mediation,
- provides that the agreement is governed by the law of New South Wales, and
- makes provision in relation to GST payable under *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

## Assessment of the Merits of the Draft Planning Agreement

### The Planning Purposes Served by the Draft Planning Agreement

The draft Agreement provides for the provision of local infrastructure:

- to meet the demands generated by the Development for new public infrastructure, and
- to mitigate the potential impacts of the Development.

The draft Agreement will:

- provide for appropriate management of potential environmental impacts arising from the Development,
- enable the subject Land to be developed in a timely and efficient manner to promote residential housing development, and
- provide for the dedication of land and roads for public purposes.

### How the Draft Planning Agreement Promotes the Public Interest

The draft Agreement facilitates the carrying out of vegetation conservation works and water management works which will improve the local environment.

The draft Agreement also facilitates the timely construction of bridges and roads that will improve local traffic conditions and access to the land.

The draft Agreement also facilitates the delivery of local parks and golf holes to provide recreation opportunities.

The draft Agreement makes provision for the Landowner to make development contributions towards the cost of public amenities and public services to meet the demand created by the Development. This enables the subject land to be developed in a timely and efficient manner to promote residential housing development, which in turn promotes the following objectives of the *Environmental Planning and Assessment Act, 1979* as contained in s5 of that Act:

- promotes and co-ordinates the orderly and economic use and development of the land,
- achieves the provision of land for public purposes,
- achieves the provision and co-ordination of community services and facilities, and

**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

- provides increased opportunities for public involvement and participation in environmental planning and assessment.

**For Planning Authorities:*****Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities***

N/A

***Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted***

N/A

***Councils – How the Draft Planning Agreement Promotes the Elements of the Council's Charter***

The draft Agreement promotes the following two elements of the Council's Charter under s8(1) of the *Local Government Act 1993*:

- *To provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively.*
- *To properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development.*

These elements of the Council's Charter are promoted through the provision or improvement of various public facilities the need for which is created by the Development, including public roads, bridges, a public pedestrian / cycleway network, drainage works, vegetation works and embellishment of local parks.

***All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program?***

All Capital Works are as a consequence of the Development and are to be provided by the Landowner in-kind. As such, the draft planning agreement conforms with Council's Capital Works Program.

***All Planning Authorities - Whether the agreement, amendment or revocation specifies that certain requirements of the agreement must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued?***

The draft Agreement specifies that certain works, plans and strategies must be complied with before the issue of a construction certificate or subdivision certificate.

The table in Schedule 1 to the draft Agreement sets out lot thresholds for certain works (including bridges, parks, collector road and cycleways), land dedications and monetary contributions.

Clause 9 of the draft Agreement sets out lot thresholds for the delivery of the Golf Holes.

**El Caballo Blanco, Gledswood and East Side Site Planning Agreement**

Clause 10 of the draft Agreement sets out lot thresholds by which time the Camden Valley Way Intersection Upgrade must have occurred.

Clause 12 of the draft Agreement sets out lot thresholds by which time the Vegetation Establishment Obligation must be completed in relation to particular parts of the Land.

Clause 14 of the draft Agreement sets out lot thresholds by which time Water Management System forming part of the Water Establishment Obligation must be completed in relation to particular parts of the Land.

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Attachment 2

**Part C: Residential Subdivision**

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## C12 El Caballo Blanco and Gledswood

### C12.1 Introduction

The El Caballo Blanco and Gledswood release area is located between the Camden Lakeside and Turner Road release areas. The site has a north western frontage to Camden Valley Way and a northern frontage to Raby Road. The area is traversed by the Sydney Water Canal, running from north to south through the area. The release area is shown in Figure C68.

The El Caballo Blanco and Gledswood sites will be characterised by high quality urban design, low scale interconnected neighbourhoods set within a landscaped setting of the Gledswood Homestead and Camden Valley Golf Resort.

The development will comprise a high quality golf course estate with the Gledswood Homestead and curtilage providing opportunities for tourist, entertainment facilities and other uses compatible with the heritage significance of the homestead.

The scenic and visual qualities of the area will be enhanced through the implementation of urban design guidelines and landscape treatments within the development.

This chapter contains objectives and supporting controls, intended to promote high quality design outcomes responsive to the characteristics of the site. The controls are minimum requirements of Council and development must demonstrate consistency with the relevant objectives.

Compliance with numerical controls does not necessarily guarantee approval of an application.

### El Caballo Blanco and Gledswood Planning Principles

1. To facilitate the conservation and ongoing maintenance of Gledswood Homestead and its curtilage.
2. To enable Gledswood to be adaptively reused for compatible uses consistent with the Conservation Management Plan (CMP) such, as a tourist or entertainment facility.
3. To protect, enhance and rehabilitate the Rileys Creek riparian corridor.
4. To protect important visual elements within the landscape including long views, significant trees and vegetation.
5. To protect the visual setting of Gledswood through appropriate screening and setbacks for new development.
6. To retain and enhance significant pockets of Cumberland Plain Woodland.
7. To facilitate development of a scale that meets environmental sustainability objectives while respecting the character of Gledswood.
8. To maintain golf course uses as a compatible use that reinforces the scenic, visual and ecological qualities of the locality.
9. To promote housing that provides a high standard of residential amenity and architectural design.
10. To create walkable neighbourhoods.
11. To establish a natural and built environment that reflects a contemporary lifestyle and complements Gledswood Homestead and its curtilage.
12. To provide a golf course and associated facilities.
13. To integrate residential lots, community facilities and tourist related uses with golf course activity.



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Camden Council  
Development Control Plan 2011

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14. To promote an urban form that complements the landscape characteristics of the site and heritage significance of Gledswood Homestead and its curtilage.

**Attachment 2**

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**C12.2 Structure Plan**

The site is part of a larger area undergoing change from rural to urban uses. Lands immediately to the north, known as Camden Lakeside, were the subject of a separate rezoning proposal and have been zoned for residential and recreational uses. Lands to the south are within the Turner Road precinct, a first release precinct of the South West Growth Centre.

The Structure Plan provides guidance for the connectivity of development on the subject lands with surrounding development. The Structure Plan seeks to ensure that:

- development is co-ordinated and infrastructure and facilities are delivered to support future residents and users; and
- conservation and environmental sustainability initiatives are implemented.

Lands to the west of Camden Valley Way are also part of the South West Growth Centre and will be the subject of future urban development. Connectivity and integration of the subject site to adjoining lands to the north and south is illustrated in Figure C68.

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Attachment 2

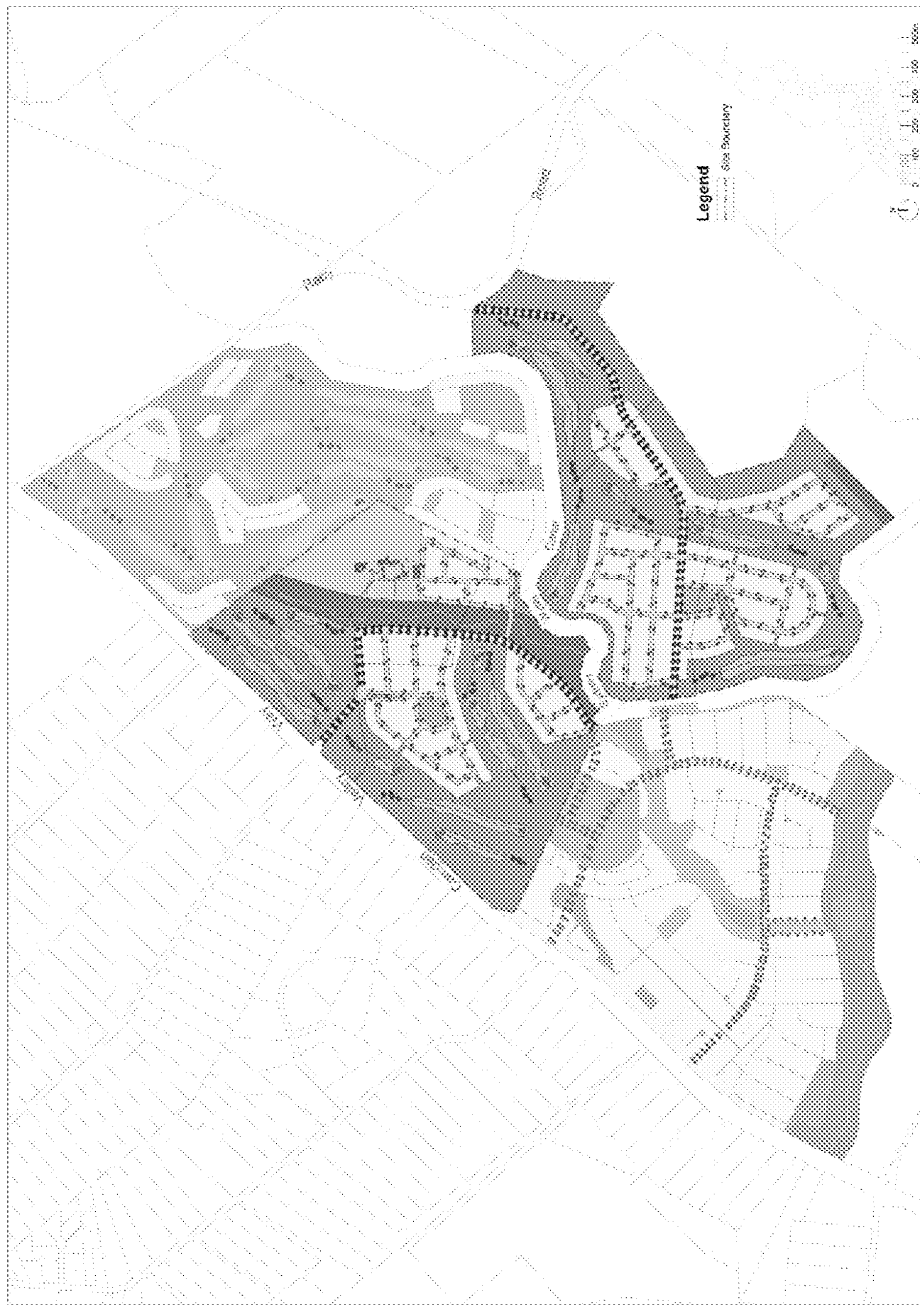


Figure C68 ECB/Gledswood Structure Plan

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**C12.3 Indicative Layout Plan**

The controls and ILP have been prepared to respond to the conservation outcomes identified for Gledswood, including the protection of significant visual connections, interpretation of historic access roads and the provision of landscape buffer areas.

**Objectives**

1. To ensure development of the El Caballo Blanco and Gledswood lands (site) is undertaken in a co-ordinated manner.
2. To ensure the golf course facilities provide a unifying landscape setting across the subject site and integration with the Turner Road Precinct to the south while at the same time respecting the historic landscape of the Gledswood Estate.

**Controls**

1. Development is to be undertaken generally consistent with the Indicative Layout Plan (ILP) at Figure C69 subject to compliance with the objectives and development controls set out in this chapter.
2. Connectivity points as shown in Figures C68 and C71 are to be provided or suitable alternative points that maintain the same level of desired connectivity.
3. Where variation to the ILP is proposed, the applicant is to demonstrate that the proposed development is consistent with the vision, the Gledswood Estate CMP and the Development Objectives for development covered by this chapter.
4. Golf course facilities shall be designed so as to provide a unifying landscape element. The portion within the Gledswood Estate shall comply with the polices for landscape treatments contained within the CMP.

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Attachment 2

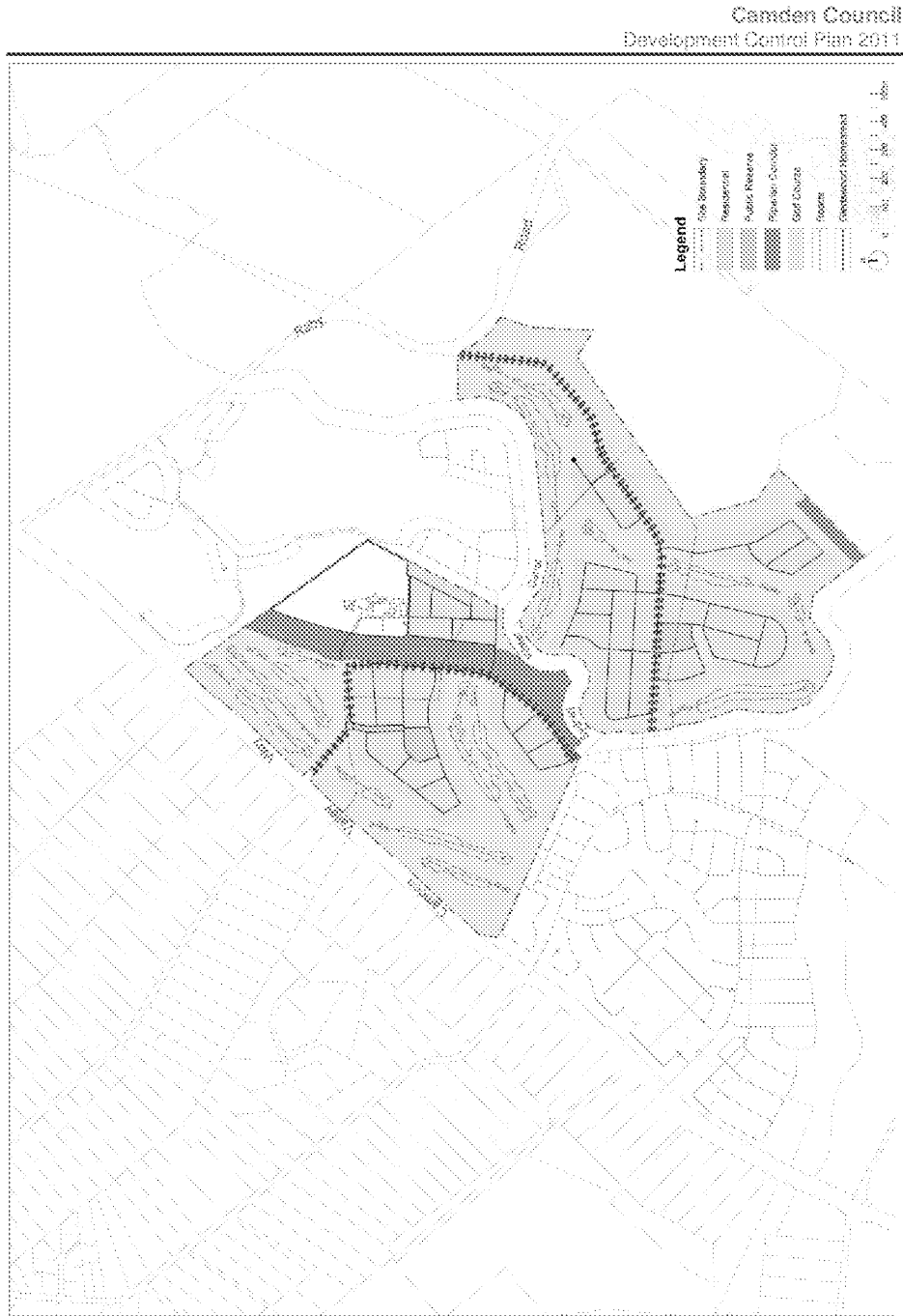


Figure C69 ECB/Gledswood ILP

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**Precinct Areas****Development Precincts**

In recognition of the provision of housing integrated with a re-developed golf course the land covered by the ILP has been divided into eight Precincts (Figure C70) The Precincts have been identified as follows:

1. Housing
2. Housing
3. Housing
4. Housing
5. Large lot Housing
6. Rural Living
7. Gledswood Homestead
8. Golf Course and Riparian Lands

The housing provided within the precincts will generally comprise three broad categories.

The categories of housing will be:

1. "Golf Course Housing" which will be dwellings which share a frontage to the Golf course lands;
2. "Traditional Housing" which will be dwellings within the precinct on lots greater than 400m<sup>2</sup>; and
3. "Mews housing" which are attached dwellings on lots of 250m<sup>2</sup> and which are best located opposite either: golf course lands, RE2 zoned lands, riparian corridor lands or open space areas and accessible from a rear lane or second frontage.

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Attachment 2

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Development Control Plan 2011

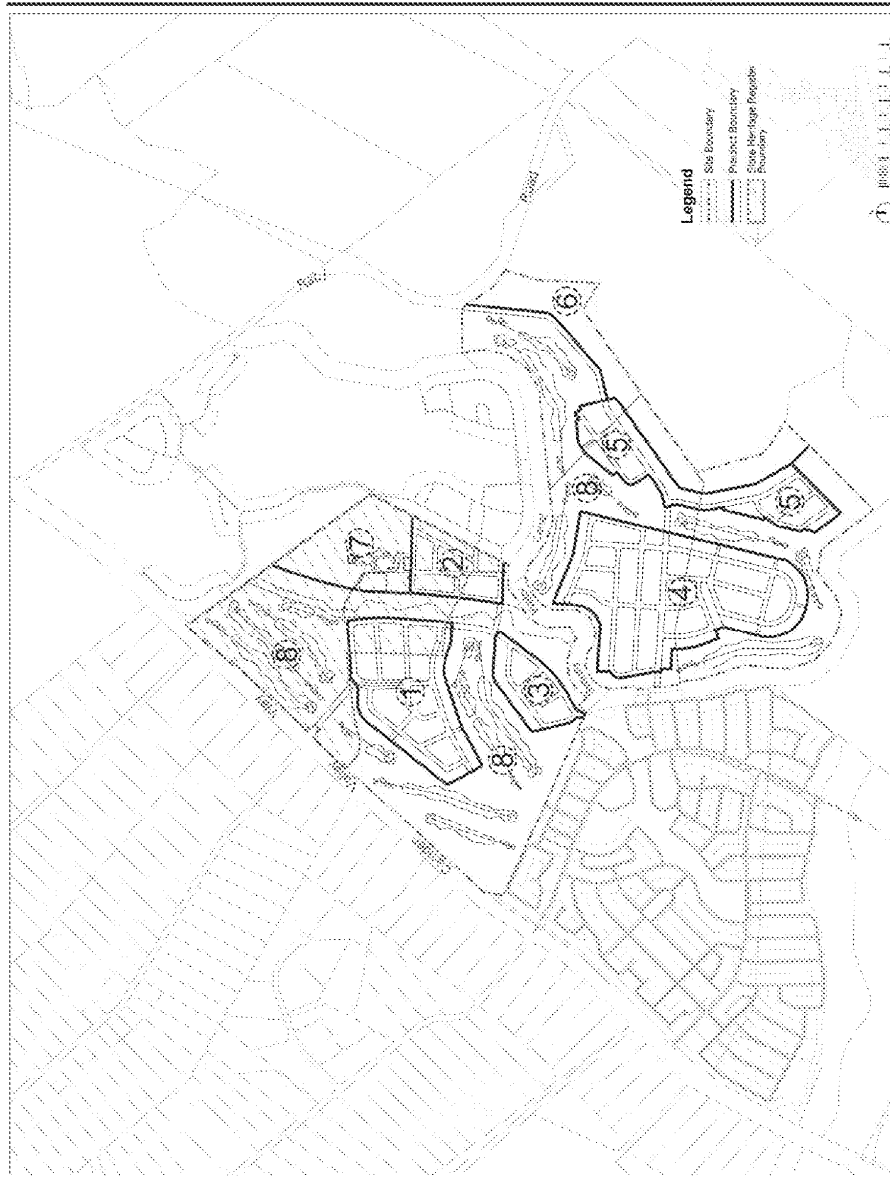


Figure C70 Precinct Identification

Precinct Key

- Precincts 1-4 Housing
- Precinct 5 – Large lot housing
- Precinct 6 – Rural living
- Precinct 7 – Gledswood Homestead
- Precinct 8 – Golf course and riparian lands

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## C12.4 Street Network and Design

### Objectives

1. To provide a hierarchy of interconnected streets that give safe, convenient and legible access within and beyond the site.
2. To provide a clearly discernable street hierarchy through variations in carriageway width, on street parking, incorporation of water sensitive urban design measures, street tree planting and pedestrian amenities.
3. To provide a safe and convenient public transport, pedestrian and cycleway network and connections to the Turner Road precinct to the south.
4. To ensure a high quality, functional, safe, legible and visually attractive public domain.
5. To protect the historic alignment and rural character of selected access roads to Gledswood Homestead.
6. To acknowledge the historical context of the site.

### Controls

1. The street network is to be provided consistent with Figure C69 (ILP) and the road hierarchy diagram at Figure C71
2. Where variations to the street network shown in Figure C71 are proposed, the alternate street network is to achieve the following principles:
  - (i) establish a permeable network that is based on a modified grid system,
  - (ii) encourage walking and cycling and reduce travel distances,
3. The historic access road alignment to the Gledswood Homestead and adjacent verges and post and rail fence are to be retained in any new street pattern. The entry point into the estate and its connection to the historical access road to the Gledswood Homestead is to reflect a rural character.
4. The proposed street network is to provide connections to the Turner Road Precinct to the South.
5. The design and configuration of proposed roads and footpaths are to be consistent with Council's Engineering Design Specification (other than historic access roads). The road designation is shown on the road hierarchy diagram at Figure C71.



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Attachment 2

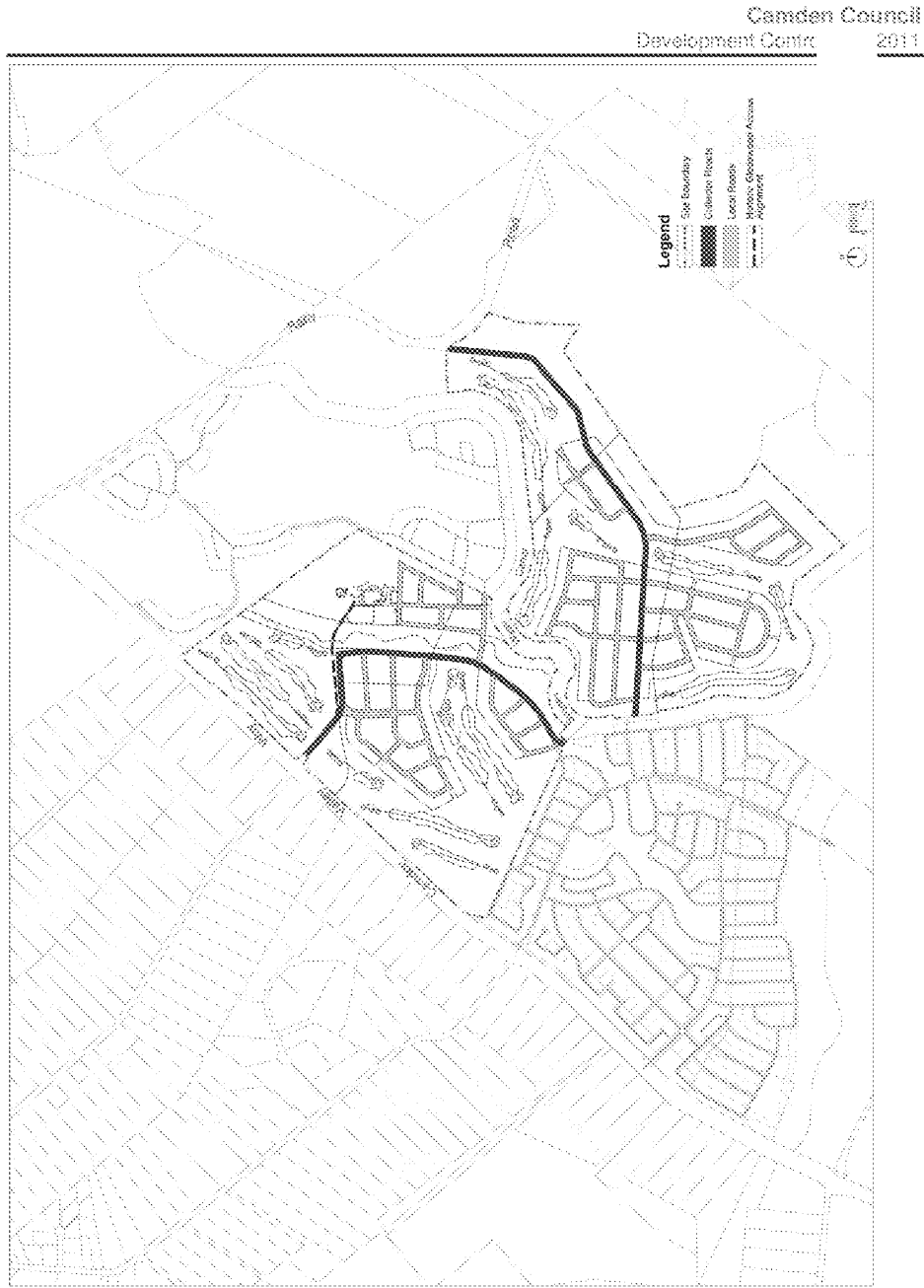


Figure C71 Road Hierarchy Diagram

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**C12.5 Public Transport****Objectives**

1. To encourage the provision and use of public transport.
2. To ensure clear, safe pedestrian links to public transport stops.
3. To allow for the majority of residential lots to be within reasonable walking distance from an existing or proposed bus stop.

**Controls**

1. Bus routes are to be provided generally in accordance with Figure C72. Where the bus route is known, the route shall be indicated on the subdivision DA drawings. The final location of bus stops will be determined by Council's Local Traffic Committee.
2. A minimum travel-way width of 3.5m is to be provided along all bus routes. Roundabouts on bus routes are to be designed to accommodate bus manoeuvrability.
3. Bus stops are to be provided on-street and not within indented bays. Bus shelters are to be provided at key stops and installed at the subdivision construction stage.

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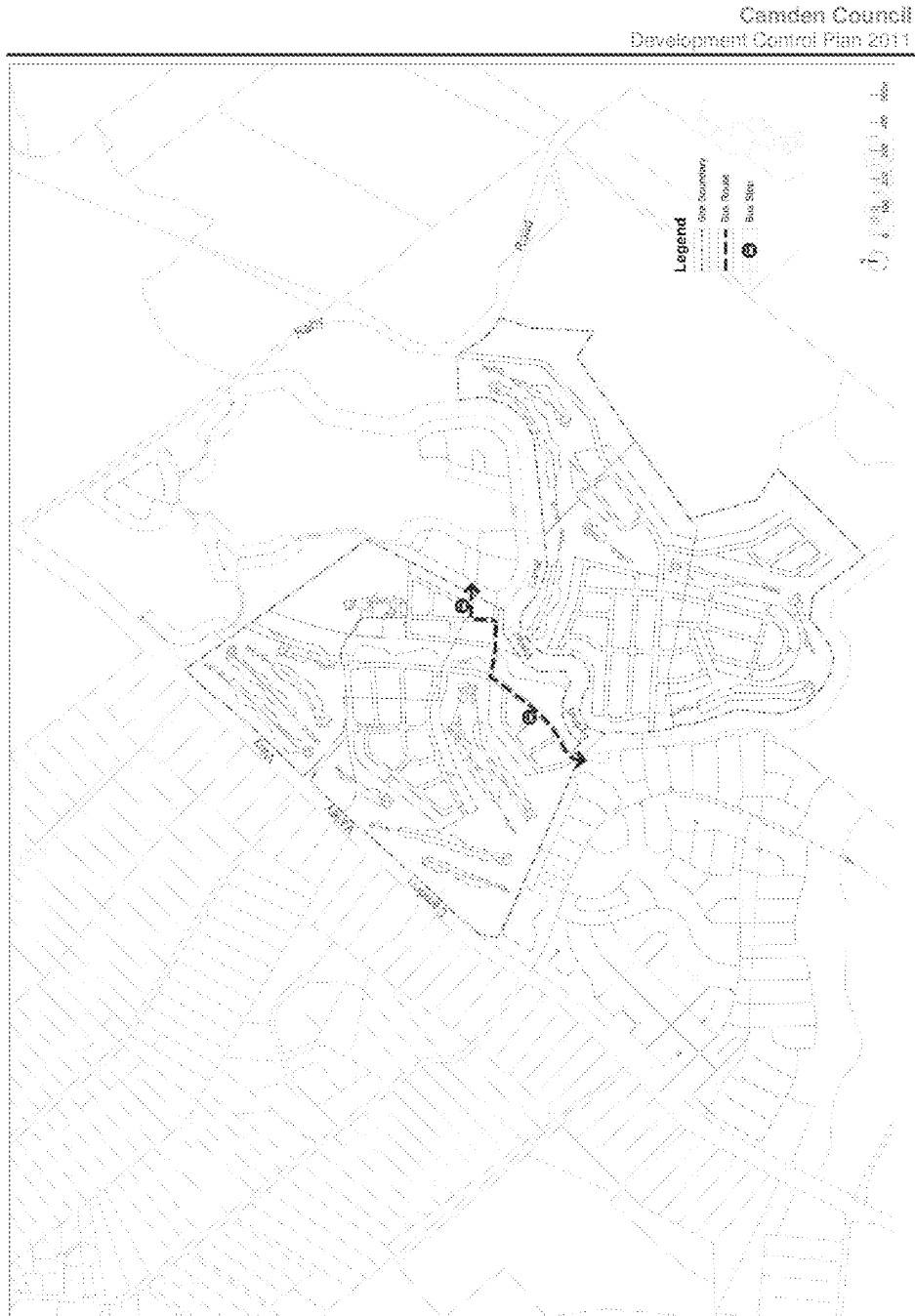


Figure C72 Bus Route Plan

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**C12.6 Pedestrian and Cycle Network****Objectives**

1. To provide a convenient, efficient and safe network of pedestrian and cycleway paths for the use of the community, within and beyond the site.
2. To encourage residents to walk or cycle, in preference to using motor vehicles, as a way of gaining access to schools, shops, and local community and recreation facilities.
3. To promote the efficient use of land by allowing pedestrian pathways and cycleways to be located within parks and corridors wherever practical.

**Controls**

1. Key pedestrian and cycleway routes are to be provided generally in accordance with Figure C73. The design of cycleways located within the road reserve is to be in accordance with the requirements of this DCP. The minimum width of any off-street shared cycle and pedestrian pathways is to be 2.5m.
2. All pedestrian and cycleway routes and facilities are to be consistent with the Planning Guidelines for Walking and Cycling (DoP & RTA 2004) and Council's Pedestrian Access and Mobility Plan 2003.
3. Pedestrian and cycle routes and facilities in public spaces are to be safe, well lit, clearly defined, functional and accessible to all.
4. Pedestrian and cycle pathways, and pedestrian refuge islands are to be designed to be fully accessible by all in terms of access points and gradients, generally in accordance with Australian Standard 1428:1-4.
5. Pedestrian and cycle pathways are to be constructed as part of the infrastructure works for each residential stage with detailed designs to be submitted with each DA.

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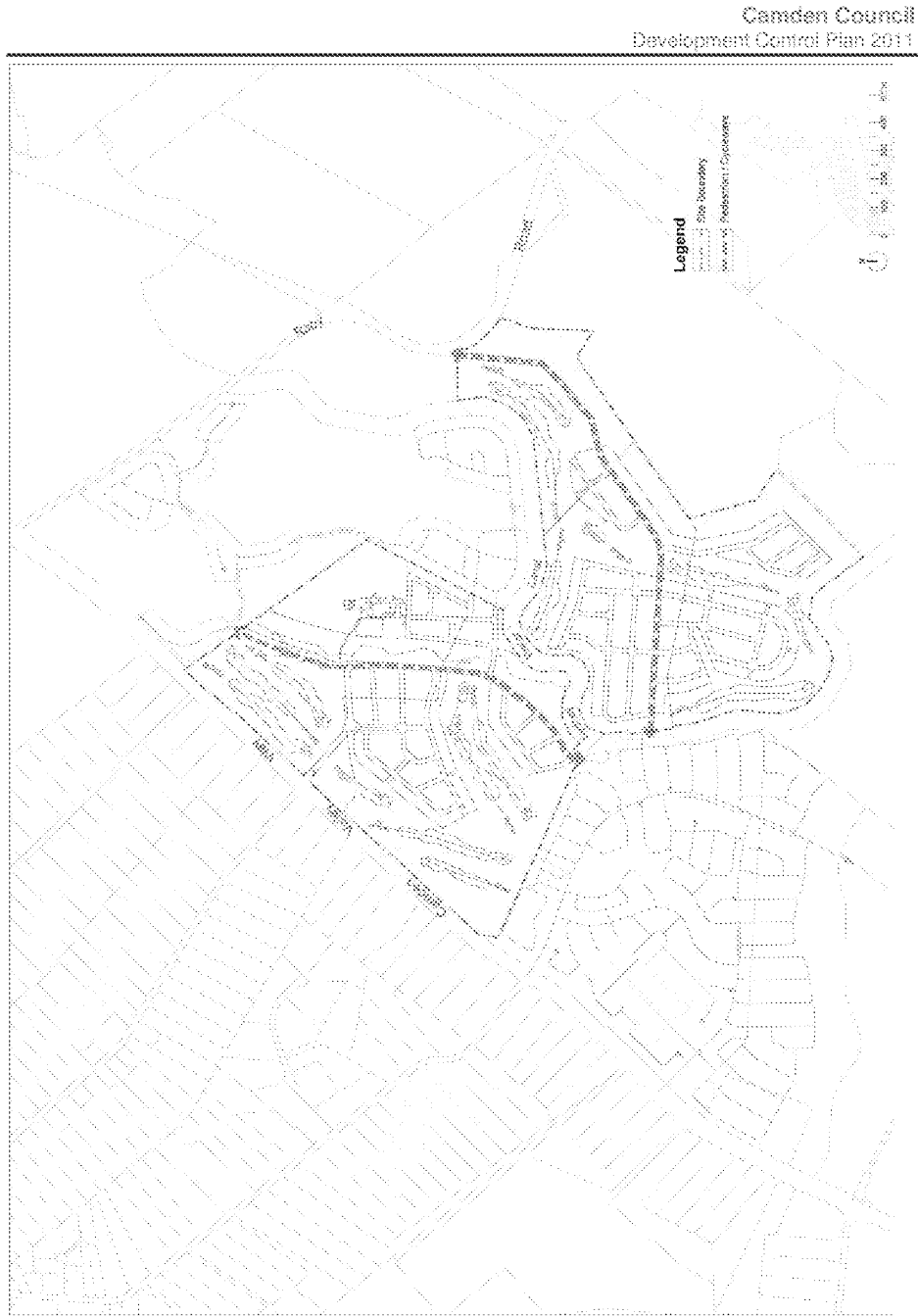


Figure C73 Pedestrian/Cycleway Routes

**C12.7 Public Parks and Landscape****Objectives**

1. To meet the public open space and recreational needs of residents.
2. To provide an equitable distribution of open space and recreation opportunities.
3. To ensure high quality design and embellishment of open space.
4. To provide a framework for the protection and enhancement of remnant vegetation and riparian corridors within the public realm.
5. To utilise open space for water sensitive urban design and stormwater management.
6. To promote plant species selection and design which will minimise ongoing water and maintenance requirements.

**Controls**

1. Parks and other public open space areas and areas with landscape value are to be provided generally in accordance with Figure C69 (ILP). The spaces are to provide generally passive recreation opportunities.
2. The detailed design of public parks is to consider:
  - (i) the need for a range of play spaces and opportunities and cater for a range of ages;
  - (ii) provision of adequate parking, lighting and waste management facilities;
  - (iii) inclusion of interpretative signage detailing local history, the significance of the Gledswood estate, Aboriginal cultural values, environmental education themes and the like; and
  - (iv) the design of public parks is to be consistent with Council's Landscape and Streetscape Elements Manual for Camden and any adopted Section 94 contributions plan.
  - (v) parks should be located and designed to accommodate remnant vegetation and where appropriate, should be linked to and integrated with riparian corridors; and
  - (vi) parks should be generally bordered by streets on all sides with houses oriented towards them for surveillance.
3. Where possible the buffer of the riparian corridors should provide opportunities for pedestrian and cycleways, fitness trails and passive recreation facilities in a manner that maintains the environmental significance of these areas. A range of themed elements such as boardwalks, eco-pathways, and educational tracks should be incorporated in appropriate locations (i.e. within the 10m riparian corridor buffer). The design of such elements is to be consistent with Council's Landscape and Streetscape Elements Manual for Camden.
4. A Landscape Concept and Development Plan is to be submitted for each public or community park at the time of subdivision of the adjoining residential area. The selection of landscape species for public open space areas is to consider bush fire risk. The Landscape Concept and Development Plan is to provide details on elements such as:
  - (i) earthworks
  - (ii) plant species and sizes
  - (iii) utilities and services - public art
  - (iv) hard and soft landscaping treatments – signage and lighting

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- (v) any entry statements
- (vi) street furniture
- (vii) play equipment
- (viii) waste facilities
- (ix) interpretative material

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**C12.8 Riparian Corridors****Objectives**

1. To protect, restore and enhance the environmental qualities of Rileys Creek.
2. To conserve and interpret the heritage significance of Rileys Creek.
3. To ensure that the development has a neutral or beneficial impact on the quality and quantity of water and water courses.
4. To allow the use of riparian corridor buffers for low impact recreation activities such as walking and cycling, and golf course crossings.
5. To manage riparian corridors, wherever possible, in single ownership and as a continuous corridor.
6. To screen views of the future residential development from Gledswood Homestead and its curtilage and entry drive.
7. To provide bed and bank stability.
8. To protect water quality.
9. To provide habitat and connectivity between habitat nodes for both terrestrial and aquatic fauna.

**Controls**

1. Riparian corridors are to be provided in accordance with Figure C75 and designed in accordance with any specific objectives and controls set out in any *Waterfront Lands Strategy* endorsed by the NSW Office of Water (NOW).
2. Infrastructure services, stormwater infrastructure, water quality treatment ponds, flood compatible activities (i.e. playing fields), pedestrian and cycleways, and asset protection zones are to be located outside of the CRZ unless permitted by NOW. These uses are permitted within the non-core riparian buffer if the impact on riparian functions is minimal and its integrity is maintained. Water quality treatment devices are permissible within the CRZ providing that they are vegetated dry basins, are above top of bank, do not increase flood levels and are consistent with a Watercourse and Riparian Strategy endorsed by the NOW.
3. The location of access ways to and within a riparian buffer is not to compromise the ecological integrity of any existing riparian vegetation, the streambed or bank stability.
4. The location of any accessways and/or any new crossings over the historic driveway near the riparian corridors is to have regard to the policies of the CMP.
5. The impact of pedestrian/cycleways and general access points to riparian corridors and road crossings is to be minimised by using ecologically informed design principles (for example, elevated accessways that allow sunlight to penetrate to facilitate the growth of vegetation beneath).
6. The impact of salinity on the landscape and watercourses shall be managed in accordance with the *Western Sydney Salinity Code of Practice*.
7. All CRZs are to be rehabilitated and revegetated with appropriate native vegetation having regard to its drainage function and vegetation management for bushfire protection. A Works Plan is to be submitted to Council as part of the residential subdivision DA for residential areas adjacent to a riparian corridor. The Works Plan is to:
  - (i) identify existing trees to be retained,
  - (ii) be consistent with NOW guidelines, and



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- (iii) indicate the location, type and size and all new plant species.
8. Where wetlands are proposed, a management strategy outlining ownership, ongoing management, annual maintenance costs and initial development costs shall be submitted with any development application.
  9. The location of access ways to and within a riparian buffer are to be consistent with the ILP at Figure C69 and are not to compromise the ecological integrity of any existing riparian vegetation, the streambed or bank stability.
  10. The revegetation of the riparian corridor to the west of Gledswood Homestead is to maximise the screening of views across the riparian corridor to the future residential development from the homestead.
  11. Appropriate native vegetation species are to be utilised having regard to the drainage function of the riparian corridor.
  12. A minimum 'core' riparian zone (CRZ) as shown on Figure C74 of 40m plus an additional vegetation width of 10m to counter edge effects with urban interface.

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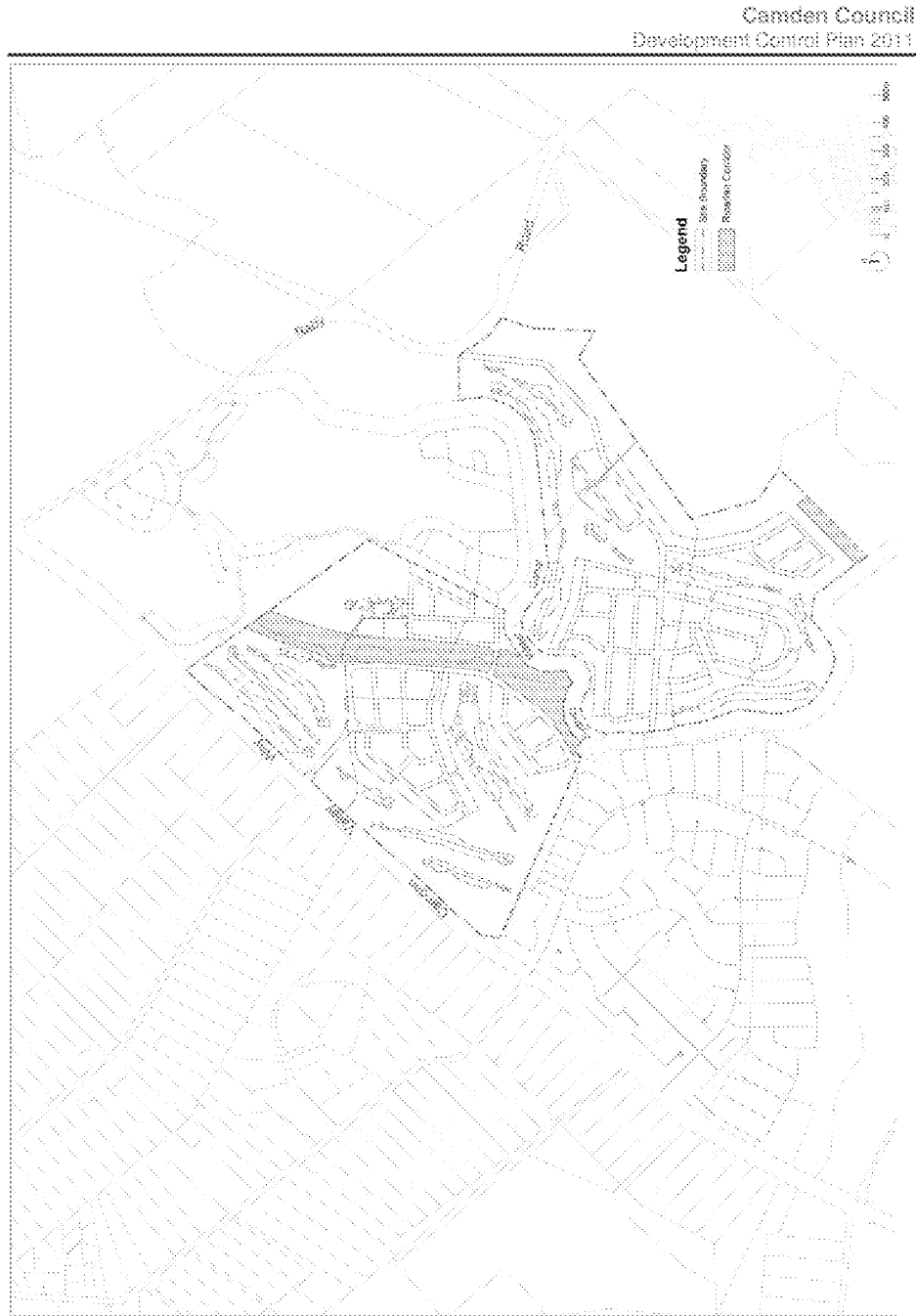


Figure C74 Riparian Corridors

**C12.9 Land Adjacent to the Sydney Catchment Authority Canal****Objectives**

1. To enhance and protect the heritage significance of the Canal and respect its rural landscape setting.
2. To retain a continuous landscape buffer adjacent to the Canal.
3. To ensure that new development is set back and visually screened from the Canal.
4. To provide public access along the Canal perimeter for heritage interpretation purposes, while ensuring the security of the Canal is maintained at all times.
5. To minimise risks to public safety.
6. To prevent stormwater, treated effluent or other pollutants from entering the Canal system.

**Controls**

1. A continuous landscape buffer shall be provided along the western extent of the Canal. The landscape buffer shall have a minimum width of 5m. Council may consider the encroachment of a pathway into this landscape buffer where it is demonstrated that such encroachment is not inconsistent with the objectives of this control. The landscaped buffer is to be incorporated into the road reservation.
2. The landscape buffer shall be landscaped with native plant species of local provenance to soften the transition between the rural landscape setting of the Canal and the developable areas. A combination of native grasses and screening trees (native species) would be appropriate.
3. The design of the landscape buffer along the Canal shall incorporate elements that interpret the heritage significance of the Canal and the history of the area generally. DAs for subdivision adjacent to the Canal shall outline the proposed measures to achieve this control. Consideration should be given to the provision of a pathway or cycleway within the landscape buffer, interpretive signage, landscape treatments and road design.
4. A security fence shall be erected along the length of the boundary adjacent to the Canal. The fence shall be designed to satisfy the security requirements of the Sydney Catchment Authority without being detrimental to the heritage significance of the Canal. Consideration should be given to the style of the fence, the use of materials and colours and landscaping to soften the visual impact of the fence from the Canal and from the development. The fence shall be installed by the developer prior to any subdivision works occurring adjacent to the Canal.
5. The stormwater system shall be designed to ensure that stormwater will not enter the Canal. Management measures shall accommodate and not impede flows from the trail drains, banks/berms, pipes/flumes/culverts/siphons that convey stormwater across the canal.
6. Any development adjacent to the canal and roads crossing the canal shall be designed and constructed to minimise damage to the canal from vibration and cut and fill works. Construction techniques shall satisfy the requirements of the Sydney Catchment Authority.
7. Development shall also have regard to section B1.14 and chapter B3 Environmental Heritage.

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**C12.10 Retention of Existing Vegetation****Objectives**

1. The configuration of the proposed development precincts within the ILP for this DCP has been prepared to achieve the following objectives:
  - (i) A consolidated, comprehensive vegetation outcome across the site in accordance with the El Caballo Blanco / Gledswood Vegetation Management Strategy (VMS) dated 29 June 2011;
  - (ii) Retention of key vegetation nodes and habitat values (hollow bearing trees and 70% of all large trees);
  - (iii) A central category 1 riparian corridor (as defined by the NSW Office of Water) along Riley's Creek connecting Camden Lakeside Golf Course through to Turner Road and South Creek;
  - (iv) Security of ongoing revegetation, management and restricted access by way of a comprehensive Vegetation Management Plan (VMP);
  - (v) Conservation of the historic landscape and setting of the Gledswood Estate through appropriate landscape design and selection within the State Heritage Register (SHR) curtilage area consistent with the policies of the CMP.
  - (vi) Areas of golf course rough, outside the Gledswood SHR curtilage, are to be created and managed as fully vegetated woodland corridors throughout the golf course; and
  - (vii) Designing Precinct pods of development to allow site wide connectivity.

**Controls**

1. A comprehensive Vegetation Management Plan (VMP) is to be developed at the development approvals stage for the creation of Precinct superlots. The VMP is to contain detailed monitoring requirements and reporting periods to ensure that agreed outcomes are being met throughout the staged development, and shall be consistent with the El Caballo Blanco/Gledswood Vegetation Management Strategy dated 29 June 2011 specifically.
2. The Vegetation Management Plan shall demonstrate consistency within the vegetation, retention, re-creation and removal outcomes detailed at Table C12.1 and the Gledswood Estate CMP.
3. A Development Staging Plan shall be prepared in conjunction with the Vegetation Management Plan, prior to or at the development approvals stage. The plan shall illustrate, for each stage, the area, the amount and type of vegetation to be removed, and the corresponding area and location of land to be revegetated.
4. Retain all good condition vegetation along the riparian corridor and adjacent areas. If good condition vegetation cannot be retained, staging of works is recommended across the site.
5. Any removal of good quality Shale Hills Woodland should occur at the final stage only after it can be demonstrated that the loss has been compensated for by sufficient habitat elsewhere within the site.
6. Strict controls on all construction and earthmoving activities to ensure no impact on vegetation to be retained.
7. Restoration and revegetation of all areas of rough within the golf course (other than within the Gledswood Estate SHR curtilage) to full Cumberland Plain Woodland communities. The treatment of any areas of rough within the SHR Curtilage shall be consistent with the policies of the CMP.
8. Fence off areas of existing vegetation from stock as soon as possible to facilitate and allow natural regeneration to occur. This will allow for native understorey species existing in the soil profile to regenerate naturally (for example *Themeda australis*), creating a likely reduction in the cost of regeneration across the site.

9. Incorporate eco-sensitive development controls into the rural residential zoning along the western boundary of the site e.g. retention of existing vegetation, or excluding stock from sensitive areas to allow for natural regeneration.
10. Ensure that areas where development abuts riparian corridors and existing good quality vegetation that there is adequate controls in place to protect these areas from contaminated runoff, rubbish and public access.
11. Each development applications for the development of Precincts 1-8 shall demonstrate that a minimum protection offset of 97.0ha of core regional vegetation has been achieved as set out in table C12.1 below.
12. If a landholder enters into an agreement that provides for the protection and management of native vegetation located on land that has been identified in the LEP for development, revegetation requirements for that landholder can be reduced on the ratio of 4.1 to 1 (i.e. a reduction of 4.3m<sup>2</sup> of revegetation for every 1m<sup>2</sup> that is protected).
13. Council must consider the condition, viability and connectivity of the vegetation that is proposed to be retained and must consider the importance of the land that will no longer be revegetated in the context of the contribution to the connectivity and viability that this area would have made to the adjacent vegetation.
14. Clearing of vegetation required to be protected under the LEP may be considered by Council, subject to a 1 for 1 offset with vegetation that is otherwise approved in the LEP for development. The offset must be protected and managed.
15. Council must consider the condition, viability and connectivity of the vegetation that is proposed to be cleared or retained. Council may only consent to the clearing of vegetation that is otherwise proposed to be protected if an equal or higher class of vegetation (as identified in the Camden Natural Assets Policy is proposed to be protected).

Table C12.1 Class of vegetation being retained, removed or re-created

Class of Vegetation	Core Habitat – Regional retained	Core Habitat – Local retained	Support for Core habitat retained	Re-created vegetation habitat	Heritage native grassland re-created	Total area of vegetation to be achieved
	13.2ha	2.8ha	0.7ha	74.8ha	5.5ha	<b>97.0ha</b>

Achievement of this level of vegetation retention and re-creation shall be demonstrated across each of the ownerships and be generally consistent with Figure C75 which illustrates where vegetation loss, retention and re-creation may occur.

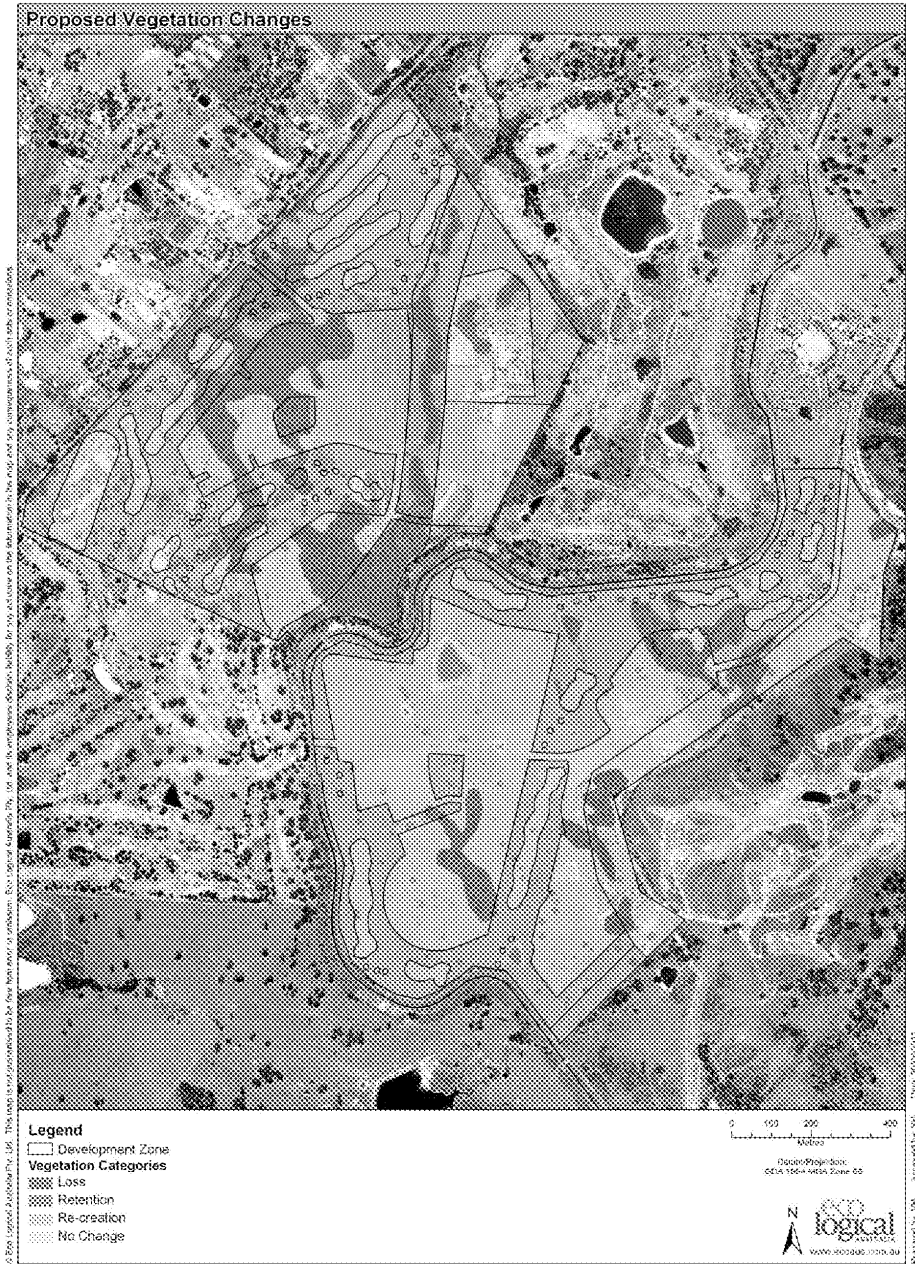


Figure C75 – Indicative locations of vegetation removal, retention, and re-creation.  
(Source:ECB/Gledswood VMS 20 June 2011)

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**C12.11 Bushfire Hazard Management****Objectives**

1. To prevent loss of life and property due to bushfires by providing for development compatible with bushfire hazard.
2. To encourage sound management of bushfire prone areas.

**Controls**

These provisions should be read in conjunction with the requirements of B1.10 of this DCP

1. Generally at DA stage, any required APZs provided:
  - (i) are to be located wholly within the precinct;
  - (ii) may incorporate roads and flood prone land;
  - (iii) are to be located wholly outside of a core riparian zone (CRZ) but may be located within the buffer areas to the CRZs;
  - (iv) may be used for open space and recreation subject to appropriate fuel management;
  - (v) are to be maintained in accordance with the Planning for Bushfire Protection 2006 (RFI);
  - (vi) may incorporate private residential land, but only within the building setback (no dwellings are to be located within the APZ); and
  - (vii) are not to burden public land; and
  - (viii) are to be bounded by a perimeter fire trail/road that is linked to the public road system at regular intervals in accordance with Planning for Bushfire Protection 2006.
  - (ix) where APZ's are located within golf course lands any application must include appropriate management requirements and demonstrate consistency with the vegetation retention requirements of Section C12.10.
2. Vegetation within public and community title parks is to be designed and managed as a 'fuel reduced area'.
3. Where an allotment fronts and partially incorporates an APZ it shall have an appropriate depth to accommodate a dwelling with private open space and the minimum required APZ. The APZ will be identified through a Section 88B instrument.
4. Temporary APZs, identified through a Section 88B instrument, will be required where development is proposed on allotments next to undeveloped land. Once the adjacent stage of development is undertaken, the temporary APZ will no longer be required and shall cease.

**C12.12 Infrastructure Provision****12.12.1 Water Management Plan****Controls**

1. A detailed Water Management Plan shall be prepared and accompany any development application and demonstrate consistency with the El Caballo Blanco and Gledswood Lands Water Management Strategy: Stormwater Quality and Stream Health prepared by Equatica and dated 8 July 2011 (Figure C76, C77 and C78).
2. This Plan should demonstrate how stormwater quality targets will be achieved and include a separate monitoring plan that sets out procedures for water sampling, maintenance of water quality treatment facilities and risk management.
3. The Water Management Plan will specifically address the design standards, access to and maintenance of any water quality treatment or detention devices proposed to be located within the proposed golf course lands. Council shall be satisfied that any such devices located on land zoned RE 2 (i.e. golf course) intended to service the wider urban area will be appropriately managed and maintained. This may require the negotiation of licences, covenants or other such instruments to satisfy Council.

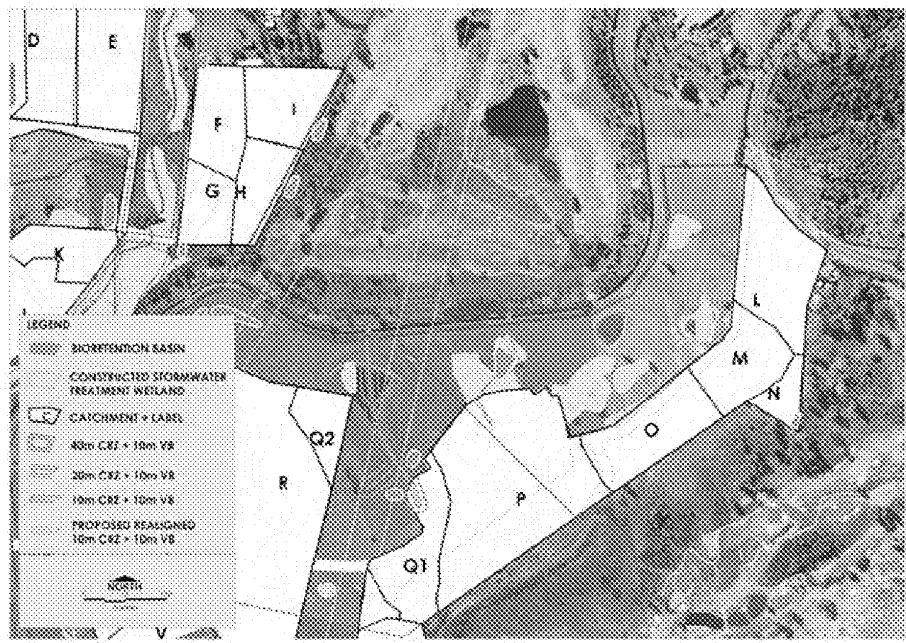


Figure C76 Water Management Strategy for Precincts 2, 4, 5 and 6



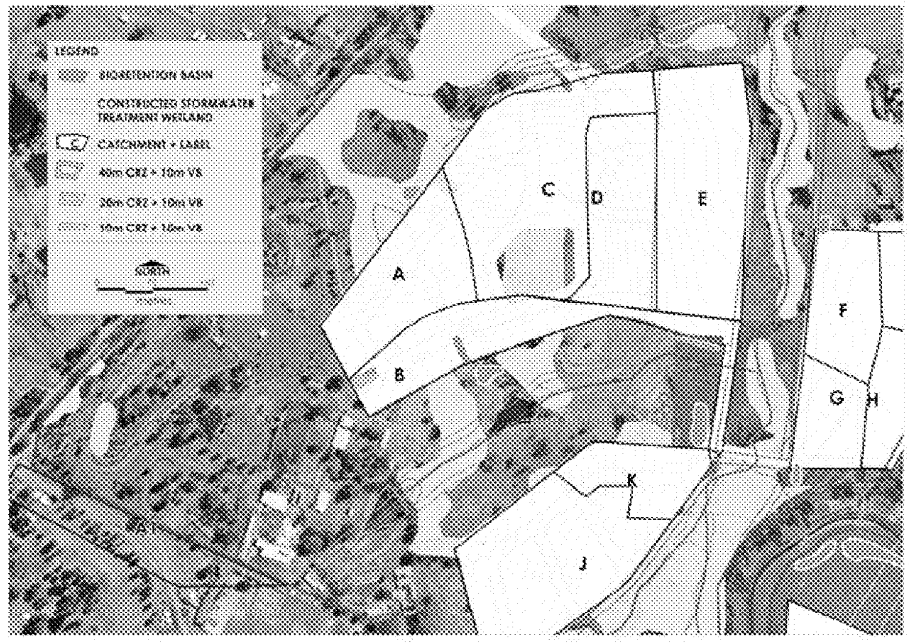
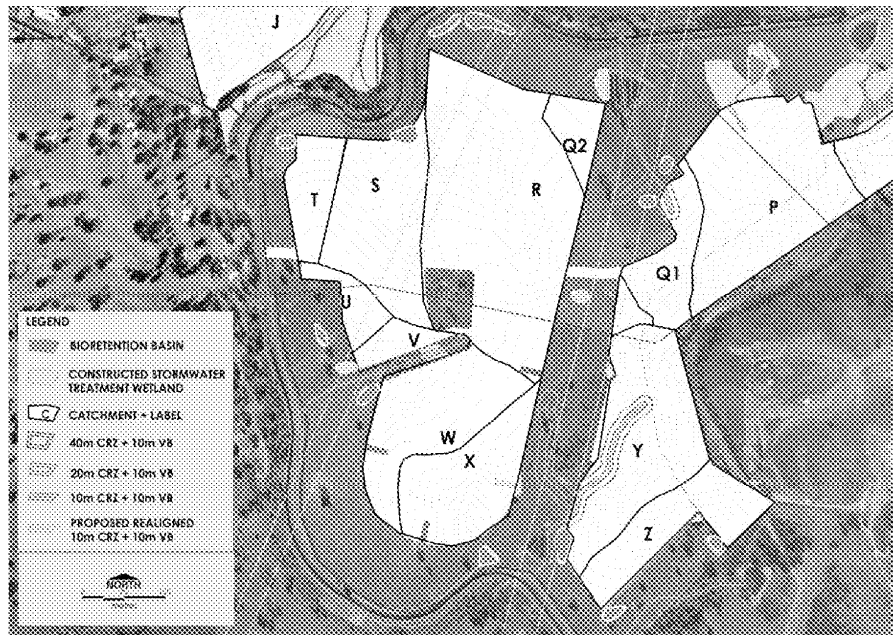


Figure C77 Water Management Strategy for Precincts 1, 2 and 3



C78 Water Management Strategy for Precincts 4 and 5

### 12.12.2 Stormwater Concept

#### Controls

1. Development shall demonstrate general consistency with the El Caballo Blanco and Gledswood Preliminary Stormwater Quantity Management and Flooding Assessment prepared by Brown Consulting and dated July 2011.
2. Detention basins shall generally include a water quality component to assist in meeting the water quality objectives of the El Caballo Blanco and Gledswood Lands Water Management Strategy.
3. The location and design of detention basins are to be consistent with the policies of the Gledswood Estate CMP.

### 12.12.3 Flood Planning Levels

#### Controls

1. In addition to the requirements of B1.11 Flood Hazard management of this DCP, all proposed residential lots and habitable floor levels are to be 500mm above the 100 year ARI flood levels for the site. The ARI flood levels have been identified in the El Caballo Blanco and Gledswood Preliminary Stormwater Quantity Management and Flooding Assessment prepared by Brown Consulting and dated December 2010.

### 12.12.4 Local Infrastructure

#### Controls

1. Local infrastructure shall be provided in accordance with the timeframes identified in the VPA.
2. Local infrastructure will be provided to support the relevant precinct stages.

**C12.13 Specific Development Precinct**

The objectives for each Precinct have been identified to supplement and support the relevant development controls that will apply to housing within the site.

Development must be generally consistent with the relevant objectives.

**Residential Precinct 1 – R1 General Residential****Objectives**

1. Housing within precinct 1 will comprise a range of "Golf Course Housing", "Traditional Housing" and "Mews Housing" that conforms to the 9.5m height limit that applies. Buildings will be a mix of 1, 2 and 3 storey buildings, except those located within the 7.0m height limited area identified in the Camden Local Environmental Plan (LEP) 2010 as it applies to the site. The precinct abuts the western boundary of the Gledswood homestead curtilage and the landscape treatment to the boundary should reflect this relationship.
2. Buildings within the area identified in the Camden LEP as being subject to a 7.0m height limit will be on larger lots. These buildings will be single storey to protect the significant outlooks and character of the curtilage surrounding the Gledswood Homestead.
3. The road design, landscape setbacks, and building setbacks shall be in accordance with Part D.2.3.8 ECB/Gledswood of this DCP.
4. Dwelling houses that front golf course lands should be high quality and high amenity homes that respond to the attributes of outlook and access that these sites enjoy.
5. A range of dual occupancy, multi-dwelling and residential flat development is permitted across the precinct and preferably should be located opposite or in the vicinity of RE2 zoned lands or public open space.
6. Dual Occupancy development is permitted on lots of greater than 750m<sup>2</sup>. The preferred outcome is for Dual Occupancy development to be carried out on corner lots and be designed to address both frontages.
7. Multi dwelling housing is permitted on lots greater than 1000m<sup>2</sup> and the preferred outcome is for these forms of development to front onto or be opposite either golf course lands, RE2 zoned lands, riparian corridor lands or public open space areas.
8. Residential Flat Buildings will be permitted on lots of a minimum of 2000m<sup>2</sup> with a minimum frontage of 60.0m at the building line.

**Residential Precinct 2 – R1 General Residential****Objectives**

1. Housing within precinct 2 will predominantly comprise "Golf Course Housing" and "Traditional Housing". Opportunities for "Mews Housing" are limited, due to the preference for these forms of housing to front onto open space areas and be provided with a secondary access. The precinct abuts the southern boundary of the Gledswood homestead curtilage and the landscape treatment to the boundary should reflect this relationship.
2. Buildings will be a mix of 1, 2 and 3 storey structures.
3. Dwelling houses that front golf course lands should be high quality and high amenity homes that respond to the attributes of outlook and access that these sites enjoy.
4. Dual Occupancy development is permitted on lots of greater than 750m<sup>2</sup>. The preferred outcome is for Dual Occupancy development to be carried out on corner lots and be designed to address both frontages.

5. Multi dwelling housing is permitted on lots greater than 1000m<sup>2</sup> and the preferred outcome is for these forms of development to front onto or be opposite either golf course lands, RE2 zoned lands, riparian corridor lands or public open space areas.
6. Residential Flat Buildings will be permitted on lots of a minimum of 2000m<sup>2</sup> with a minimum frontage of 60.0m at the building line.

### **Residential Precinct 3 – R1 General Residential**

#### **Objectives**

1. Housing within precinct 3 will predominantly comprise “Traditional Housing”, with “Golf Course Housing” provided to the perimeter of the precinct. The precinct abuts the western boundary of the Gledswood homestead curtilage and the landscape treatment to the boundary should reflect this relationship.
2. Buildings will be a mix of 1, 2 and 3 storey structures.
3. Dwelling houses that front golf course lands should be high quality and high amenity homes that respond to the attributes of outlook and access that these sites enjoy.
4. Dual Occupancy development is permitted on lots of greater than 750m<sup>2</sup>. The preferred outcome is for Dual Occupancy development to be carried out on corner lots and be designed to address both frontages.
5. Multi dwelling housing is permitted on lots greater than 1000m<sup>2</sup> and the preferred outcome is for these forms of development to front onto or be opposite either golf course lands, RE2 zoned lands, riparian corridor lands or public open space areas.
6. Residential Flat Buildings will be permitted on lots of a minimum of 2000m<sup>2</sup> with a minimum frontage of 60.0m at the building line.

### **Residential Precinct 4 – R1 General Residential**

#### **Objectives**

1. Housing within precinct 4 will predominantly comprise “Golf Course Housing” and “Traditional Housing”. Opportunities for “Mews Housing” are limited.
2. Buildings will be a mix of 1, 2 and 3 storey structures.
3. Dwelling houses that front golf course lands should be high quality and high amenity homes that respond to the attributes of outlook and access that these sites enjoy.
4. Dual Occupancy development is permitted on lots of greater than 750m<sup>2</sup>. The preferred outcome is for Dual Occupancy development to be carried out on corner lots and be designed to address both frontages.
5. Multi dwelling housing is permitted on lots greater than 1000m<sup>2</sup> and the preferred outcome is for these forms of development to front onto or be opposite either golf course lands, RE2 zoned lands, riparian corridor lands or public open space areas.
6. Residential Flat Buildings will be permitted on lots of a minimum of 2000m<sup>2</sup> with a minimum frontage of 60.0m at the building line.

### **Residential Precinct 5 – R2 Low Density Residential Zone**

#### **Objectives**

1. Housing within precinct 5 will predominantly comprise “Traditional Housing” which reflects the R2 zoning and larger lot sizes of 800m<sup>2</sup> and the precincts role as a transition into the rural landscape to the east.

- 
2. Buildings will be a mix of 1, 2 and 3 storey structures.
  3. Dwellings that front golf course lands should be high quality and high amenity homes that respond to the attributes of outlook and access that these sites enjoy.

#### **Rural Living Precinct 6 – R5 Large Lot Residential and RU2 Rural Landscape**

##### **Objectives**

1. Precinct 6 provides a transition between the residential development to the west and the rural landscapes to the east. The land is covered by two zones, RU2 Rural Landscape in the northern part of the precinct and R5 Large Lot Residential in the southern portion of the precinct. Land in the RU2 zone is subject to a minimum lot size of 2.0hectares while the R5 zoned land is subject to a 4000m<sup>2</sup> minimum lot size.
2. Housing in precinct 6 will be larger dwellings on large lots consistent with the transition from urban to non-urban land uses. Buildings will be a mix of 1 and 2 storey structures with larger setbacks to reflect the desired dominance of landscaping over the built form.
3. Dwellings within the RU2 Rural Landscape zone are required to be located below ridgelines to protect the existing long distance rural views.

#### **Gledswood Homestead Precinct 7 – RE2 Private Recreation and SP3**

##### **Objectives**

1. The use and management of Gledswood is to facilitate the long term maintenance and conservation of the buildings and landscape consistent with the Conservation Management Plan (CMP) prepared and adopted for the site.
2. A number of appropriate uses have been identified in the CMP that could be accommodated within the buildings and curtilage of Gledswood. These include tourism related uses, restaurants and functions, hotel and golf course related uses. The CMP will be the primary guiding document for the on-going preservation, maintenance and use of the Gledswood site.

#### **Golf Course and Golf Facilities and Riparian Areas Precinct 8 – RE2 Private Recreation**

##### **Objectives**

1. The Golf Course and golf course facilities precinct provides a unifying element and setting for the residential precincts and the future uses of the Gledswood Homestead. The golf course will be a "links" style golf course within which opportunities exist to retain and manage native vegetation, native grasses, habitat and riparian areas off the fairways that contribute to the maintenance of the biodiversity of the subject lands and the Camden local government area.
2. The golf course lands will accommodate golf course related uses and facilities such as a Club House, driving range, pro-shop and green keeping equipment storage and maintenance facilities.
3. Development of the golf course shall have regard to the Vegetation Management Plan (VMP) prepared for the area to facilitate the retention and conservation of native vegetation.
4. The development of golf course holes in the north west corner of the site between Camden Valley Way and Gledswood will be required to comply with the policies of the Conservation Management Plan (CMP) to maintain a landscape character consistent with the significance of this area as a portion of the Gledswood estate curtilage. The visual connections to and from the Gledswood Homestead and curtilage must be protected through compliance with the landscape policies within the CMP.

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## C12.14 Residential Subdivisions

### Objectives

1. To establish a clear urban structure that maximises the 'sense of neighbourhood' and encourages walking and cycling over private car use.
2. To establish a subdivision layout that utilises the residential development areas efficiently, maximises the natural attributes of the site and clearly defines and reinforces the public domain.
3. To ensure that all residential lots are afforded a high level of amenity in terms of solar access, views/outlook and/or proximity to public and community facilities and parks.
4. To ensure corner sites are developed as visually significant elements in order to promote a strong and legible character.
5. To maintain sight lines for the safety of pedestrians and vehicles.
6. To provide a range of densities, lot sizes and house types to foster a diverse community and interesting streetscapes.

### Controls

1. Minimum Lot Widths
  - (i) Precincts 1, 2, 3 and 4:
    - Attached Dwelling: Minimum width at the building line of 7.5m
    - Dwelling Houses: Minimum width at the building line of 12.5m
    - Dual Occupancy: No minimum width but must be a corner lot of a minimum area of 750m<sup>2</sup>
    - Multi dwelling housing: Minimum width at the building line of 20.0m
    - Residential Flat Buildings: Minimum width at the building line of 60m
  - (ii) Precinct 5:
    - Dwelling Houses: Minimum width at the building line of 22m
  - (iii) Precinct 6:
    - Dwelling Houses: Minimum width at the building line of 35m
2. Lot Depths
  - (i) For development within precincts 1, 2 3 4 and 5 the preferred lot depths are between 30m and 35m.
  - (ii) Variations can be considered where it is demonstrated that housing opportunities can be provided on proposed lot depths that meet the desired housing character and form required by this part of the DCP. The provision of multi unit housing on lots with an area greater than 1000m<sup>2</sup> or Residential Flat Buildings on lots with an area greater than 2000m<sup>2</sup> can be considered on lots that may be irregular in shape or which do not have a depth in the preferred range of 30m to 35m.
3. Lot Alignments
  - (i) Proposed lots on the opposite sides of a road are encouraged to be offset to permit views and outlooks to the open space and golf course areas between the building setbacks created by the controls in this DCP.

4. Corner Lot Splays

- (i) Splays on corner lots shall be designed in accordance with Figure C79 other than where roundabouts are proposed.

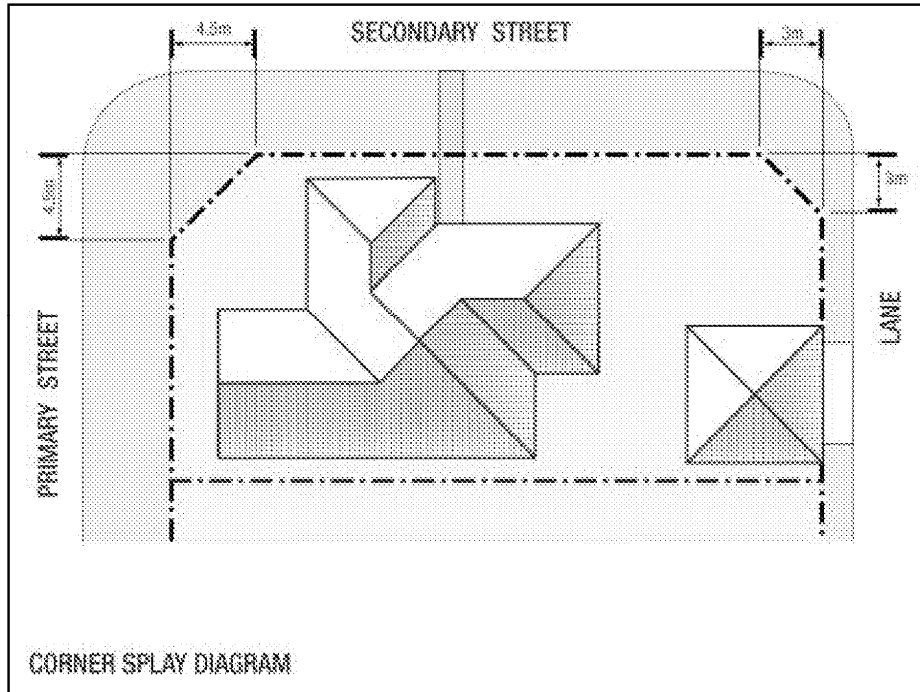


Figure C79 Corner Splay Diagram

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## C12.15 Gledswood and Approaches

### Introduction

Gledswood and its curtilage is listed on the State Heritage Register (SHR) and is also identified as a heritage item in the LEP. Consistent with the significance of the site a Conservation Management Plan (CMP) has been prepared to guide the conservation, management, and possible adaptive re-use of the site and buildings.

The CMP has identified principles for the interpretation of visual connections and historic access roads. These principles have been incorporated within the ILP prepared for the development of the lands covered by this chapter of the DCP.

The CMP identifies a range of suitable uses for the existing buildings and where additional infill development can be considered.

### Objectives

1. To protect the heritage significance of Gledswood and its curtilage.
2. To facilitate redevelopment and adaptive re-use of Gledswood in a manner that provides for its conservation and future maintenance that respects the heritage significance of the site.

### Controls

1. Development is to demonstrate consistency with the adopted Conservation Management Plan for Gledswood. (Section 7.0 of CMP attached) and the principles of the CMP contained at Figure 7.1 of the CMP.
2. To maintain and enhance the rural character of the entry into the estate and to visually screen new development within Precinct 1 from view from the historic access drive, the Gledswood Road access is to incorporate a vegetated landscape buffer treatment consistent with Figure C80. The landscape buffer:
  - (i) is measured from the existing fence line to any new fence line adjacent to the new internal road of Precinct 1 and is to be 32 metres in depth comprising 2m of slashed native grasses and 30 m of Cumberland Plain Woodland Buffer;
  - (ii) the landscape buffer is generally located within land within zone RE2 Private Recreation.
3. The entry road from Camden Valley Way into the estate shall retain its historic alignment and rural character. Kerb and gutter should not be used on this section of the road. The historic post and rail fence is to be conserved.
4. Golf Course development in the north western section of Precinct 8 must be a links style course comprising open grasslands and plantings consistent with the policies of the CMP.

Any proposed subdivision of the Gledswood curtilage will require the approval of the Heritage Council and must ensure that the heritage significance and historic rural character of the estate is retained.



ORD06

Attachment 2

Camden Council  
Development Control Plan 2011

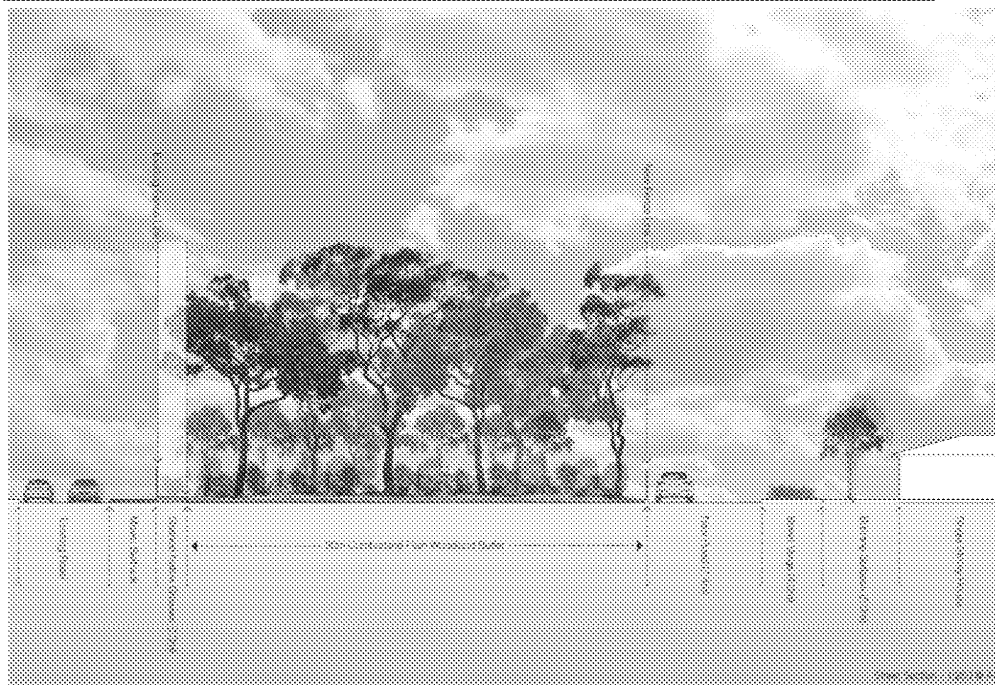


Figure C80 Cross Section through Gledswood Access Road

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**C12.16 Golf Course and Riparian Lands****Objectives**

1. To control the interface between the golf course and adjacent land uses.
2. To protect the character of the rural estate which surrounds and forms part of the curtilage of the Gledswood Homestead, consistent with the CMP.
3. To identify the materials, form and scale of boundary treatments at the interface between the golf course and adjacent land uses.
4. To provide where practical for the retention of existing trees both on the golf course and within adjacent lots.
5. To establish an appropriate physical separation between golf play areas, roads, dwellings and other activities within adjacent land areas.
6. To define the extent of the landscape curtilage which surrounds the community/golf course facilities and which forms the Precinct area.
7. To facilitate the appropriate physical separation between the community facilities and surrounding activities.
8. To establish site circulation, visual amenity and environmental management principles which apply to the Golf Course Facilities Precinct.
9. To facilitate pedestrian and bicycle access to the Golf Course/Community Facilities Precinct.
10. To utilise golf course areas to improve the ecological and environmental qualities of the area by implementing the Vegetation Management Plan and Water Management Plan.

**Controls**

1. The north west portion of the site within the SHR curtilage is to be landscaped in a manner that protects its heritage significance as part of the Gledswood Estate and enhances views of the Homestead from Camden Valley Way.
2. The requirements for safety setbacks are to be determined by a specialist golf designer or similarly qualified person.
3. A Golf Course Safety Report is to be submitted with all subdivision applications for the subdivision of land immediately adjacent to the proposed golf course and/or any golf course development applications.
4. Any proposed removal of existing vegetation is to have regard to the vegetation retention requirements for the RE2 zoned lands, the CMP and the VMP.
5. Where practical, new planting within the golf course is to be located to maximise existing views of the golf course from residential lots.
6. The design and management of the Golf Course is to be consistent with the requirements of any adopted VMP and the CMP.
7. A landscape plan prepared by suitably qualified landscape architect is to be provided with any application for the development of the Golf Course holes. The landscape treatment of land within the SHR boundary should be consistent with the policies of the CMP.
8. The golf course layout is to be designed to minimise the need for golfers and golf carts to cross public roads, where this is unavoidable, safe crossing points are to be provided to the satisfaction of council.

9. Where an existing significant tree cannot to be retained, a replacement tree of the same species is to be planted within close proximity of the existing tree.
10. Greenkeepers and maintenance equipment storage sheds provided for the golf course are to be screened and treated to minimise their visual dominance in the landscape setting.
11. Any crossings of the Sydney Catchment Authority Canal are to comply with the requirements of the Sydney Catchment Authority and the NSW Heritage Office
12. The category 3 riparian areas located south of the entry point to the estate shall be revegetated to screen the residential portion of the estate from the entry road.
13. A 32 metre landscape buffer as shown in Figure C80 shall be provided adjacent to and along the length of the existing access road to Gledswood to the point that is meets the category 3 riparian creek.
14. Riparian revegetation along Rileys Creek within Precinct 8 shall be of an open grassland form.
15. Riparian revegetation along with the balance of Rileys Creek shall ensure that it is capable of screening views of Precinct 1 from the Gledswood Homestead Precinct 7.
16. Development is to demonstrate consistency with the adopted Conservation Management Plan for Gledswood (Section 7.0 of CMP attached) and the principles of the CMP contained at Figure 7.1 of the CMP.
17. Any proposed subdivision of the Gledswood curtilage will require the approval of the Heritage Council and must ensure that the heritage significance and historic rural character of the estate is retained.
18. The original access road to the Gledswood Homestead as referred in the CMP is to be managed and appropriately interpreted in accordance with the CMP.

#### **C12.16.1 Club House Location Requirements**

Should a new Club House for the golf course be required it could be provided to the south of the site adjoining the Turner Road Entertainment precinct. The Turner Road Entertainment precinct includes specific controls to protect view axes over the subject site and towards Gledswood Homestead.

The development of any Golf Clubhouse or similar development in the interface area between the land covered by this DCP and the Turner Road Entertainment precinct is to conform to the design and layout principles that seek to protect and reinforce the view axes. Where a building is proposed that is bisected by the secondary site axis from the Entertainment precinct building transparency zones and building breaks are to be provided consistent with the guidelines that apply to the Entertainment Precinct.

The principles are outlined in the following Figure C81.

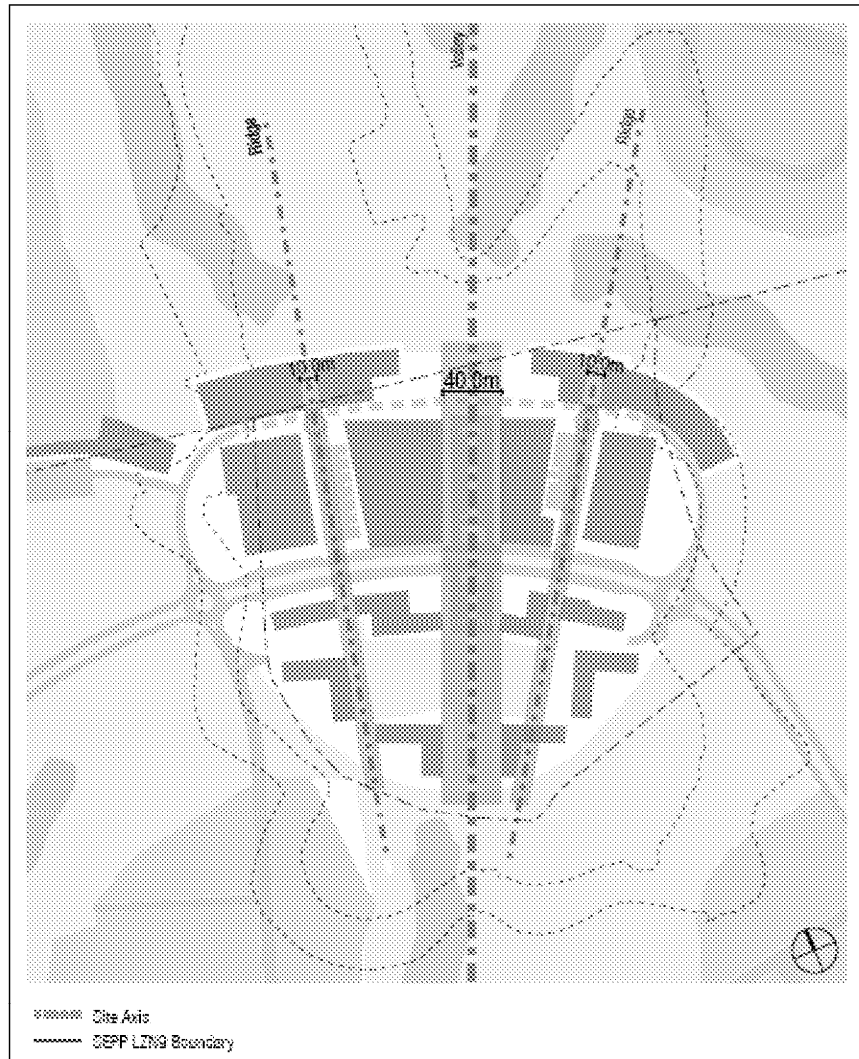


Figure C81 Principle north south axis along the valley and secondary axes along the ridgelines providing view corridors and view cone

ORD06

Attachment 2

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## C12. 17 Contamination

### Objectives

1. To ensure that previously identified Areas of Environmental Contamination (AEC) are appropriately managed to minimise risks to human health and the environment.

### Controls

1. Remediation Action Plans shall be provided in accordance with Council's Policy – Management of Contaminated Lands where development applications are submitted for land affected by AEC identified in any of the following reports:
  - (i) report on Phase 2 Contamination Assessment , Gledswood Effluent Treatment Ponds, Catherine Field, Prepared for Paynter Dixon, Project 40470C, February 2008; and
  - (ii) report on Sampling, Analysis and Quality Plan and Trial Treatment Methodology Gledswood Ponds, Catherine Field (Douglas Partners, 2 December 2009); and
  - (iii) report on Supplementary Contamination Assessment and Preliminary Waste Classification, Gledswood Ponds, Catherine Fields, Prepared for SH Camden Valley Pty Ltd, Project 40470.14 August 2010.
2. Council may require a Site Audit Statement (SAS) issued by an appropriately accredited Site Auditor where remediation works have been undertaken. The SAS is to confirm that areas identified as being contaminated are suitable for the proposed use. The SAS, if requested by Council, shall be submitted for review and written approval prior to the issue of a Subdivision Certificate.
3. All investigations, reporting and identified remediation works must be in accordance with the protocols of Council's Policy – Management of Contaminated Lands, and the Guidelines for Consultants Reporting on Contaminated Sites published by the NSW Office of Environment and Heritage; and should have regard to the reports listed in Control 1 above.
4. Further reference shall be made to the provisions of sections B1.3 Salinity Management and B1.12 Contaminated and Potentially Contaminated Land Management.

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## Part D: Controls Applying to Specific Land Uses/Activities

### D2.3.8 ECB/Gledswood Controls

#### Residential Controls

These controls supplement the controls in chapter C 12 El Caballo Blanco and Gledswood and only address matters that are not specifically dealt with in existing controls in this DCP.

Matters such as car parking (other than for secondary dwellings), cut and fill, road geometry and construction, services, stormwater management, crime prevention through environmental design, noise attenuation and waste collection are all addressed within Parts D and E of the DCP.

#### Housing Types – Minimum Lot Sizes and Widths

##### Attached Dwellings

Attached dwellings will form groups of dwellings that front or are opposite either golf course lands, RE2 zoned lands, riparian corridor lands or public open space areas to create “mews housing”. All attached housing must have a rear lane or rear second street access. Attached dwellings are permitted within Precincts 1, 2, 3 and 4 and are able to be subdivided into Torrens title lots.

##### Controls

1. Minimum Lot size: 250m<sup>2</sup>
2. Minimum Lot width: 7.5m (measured at the building line)

##### Front Setbacks – 3<sup>rd</sup> Level

##### Objectives

1. To provide a variety of streetscapes that reflect the character of different precincts, the diversity of edge conditions, house types and road hierarchies.
2. To create an attractive and cohesive streetscape.
3. To encourage the use of simple and articulated building forms.

##### Controls

##### Attached Dwellings

1. 7.5m for any third level from the front street boundary as illustrated in Figure D46.

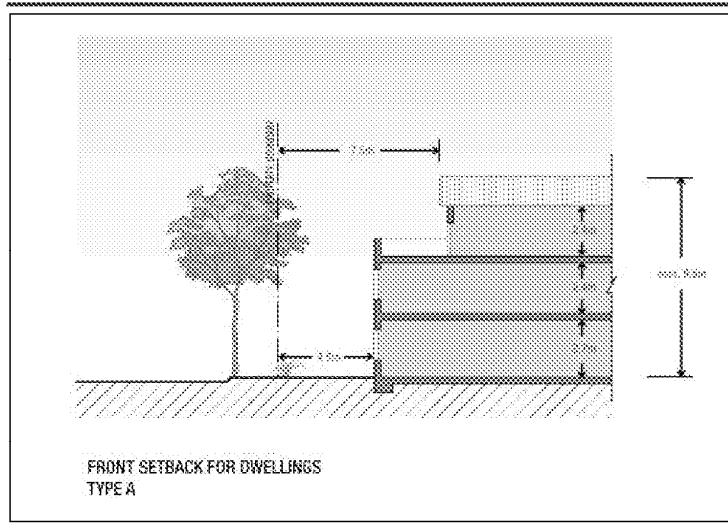


Figure D46 Third Level Setback Principles for Residential Development

### Golf Course Setbacks – Residential Development

#### Objectives

1. Specific setback requirements are necessary for the development of any lot that shares a boundary with lands used for golf course purposes. This is necessary to ensure that suitable landscape integration occurs between golf course and residential development.

#### Controls

1. Any lot that shares any boundary with the golf course must provide a setback, to any building, of 5.0m from that shared boundary.
2. Ancillary recreation facilities such as decks can be provided within the required setback so long as the finished height is no greater than 500mm above ground level (finished).

### Dwelling Height, Massing and Siting

#### Objectives

1. To ensure development is appropriately scaled to suit the dwelling's context and its scale.
2. To ensure building heights achieve built form outcomes that reinforce quality urban and building design.
3. To protect residential amenity.

#### Controls

1. All housing forms will be generally 1 and 2 storeys in height.
2. Third storeys are permitted where the third level is setback 7.5m from a street boundary and occupies an area no greater than 40% of the area of the ground floor footprint. The design must also demonstrate that the required levels of solar access are maintained to the subject and adjoining dwellings. Any balconies at the third level must be recessed to avoid impacts upon privacy and overlooking to adjoining properties.

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**Fences****Objectives**

1. To ensure boundary fencing and walls are of a high quality and do not detract from the streetscape or golf course.
2. To provide privacy and security for the development.
3. To define boundaries between public and private areas.

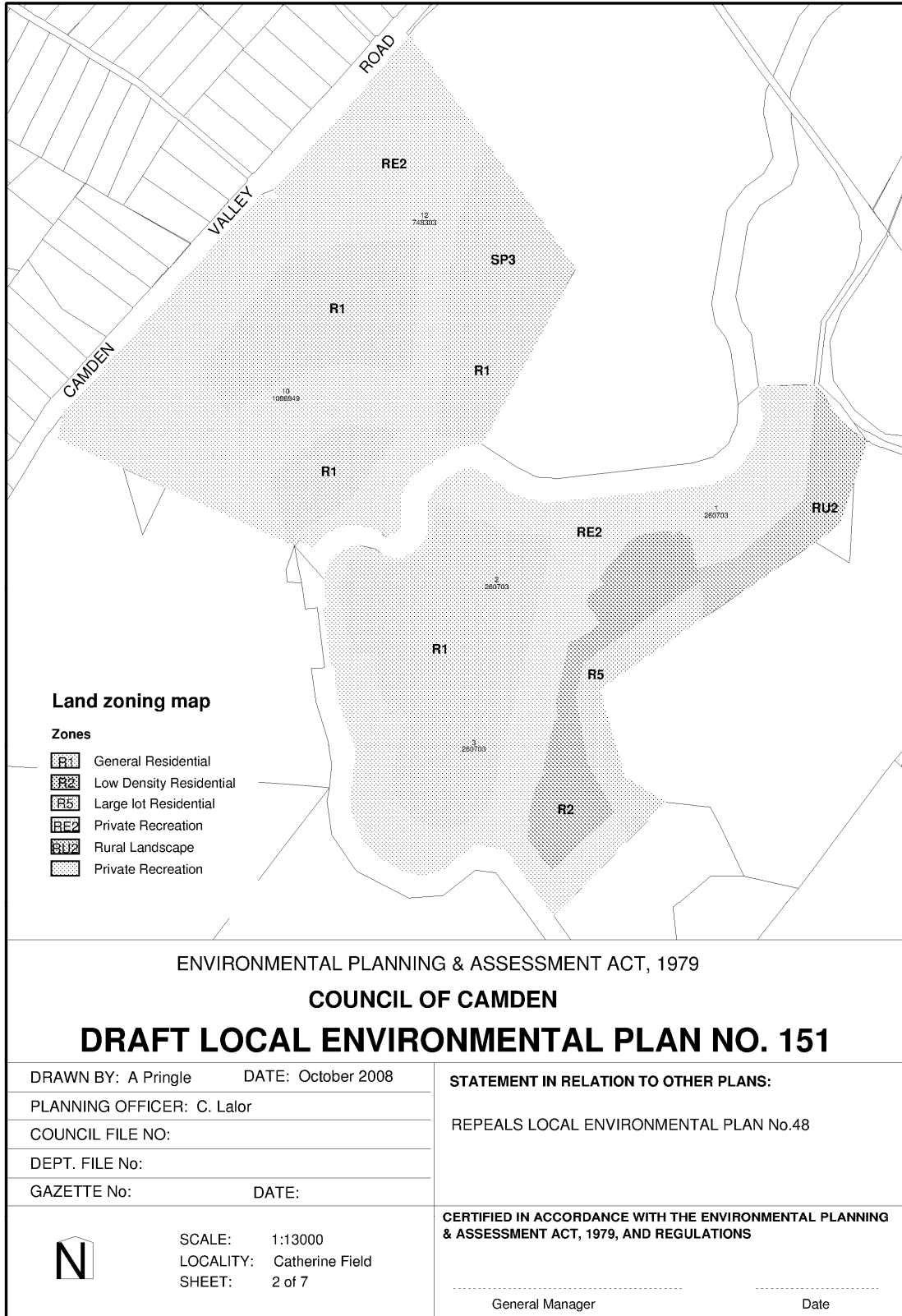
**Controls**

1. No fencing shall be provided to any street frontages, forward of the applicable building setbacks.
2. Side and rear fencing is to be a maximum of 1.8m high and is not to project beyond the applicable building line.
3. Side fencing may be timber lap and cap fencing or masonry walls. Metal fencing is discouraged.
4. On corner lots the preferred outcome is for the dwelling to front both street frontages providing a better overall streetscape presentation. Where fencing to the secondary frontage is proposed it must comply with the secondary street setback requirements, and not exceed 1.8m in height.
5. Fencing to golf course lands is to be a maximum height of 1.2m and be of open style.
6. Side fencing on lots fronting golf course land is to terminate 3m from the golf course boundary. The remaining 3m is to be fencing to a maximum height of 1.2m to match the fencing to the golf course.
7. Fencing that adjoins mews or rear accessways is to be open style fencing that permits casual surveillance. Metal or timber paling or lapped/capped fencing can only be used internally between dwelling lots.
8. Where cut is proposed on the boundary of a lot, retaining walls are to be constructed with side fence posts integrated with its construction (relevant construction details are required with retaining wall approval). Otherwise retaining walls must be located a minimum of 450mm from the side or rear boundary of the lot containing the cut.



ORD06

Attachment 3



El Caballo Gledswood Locality Map

ATTACHMENT 4



This map has been prepared from Council records by the Land Information section. If you intend to rely on this information you should have this verified.

Camden Council accepts no responsibility for any errors or omissions. This map should not be reproduced without the permission of Camden Council.

Scale: 1:20000

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ORD06

Attachment 4

ORD06

**El Caballo Blanco Gledswood – Per Lot Monetary Contributions**

Attachment 5

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Contribution Item	Public Purpose	Nature / Extent	Timing	Contribution Value	Responsible Party
<b>Monetary Contribution</b>					
16. Monetary contribution	Various	An amount agreed between the parties to be paid to the Council and that the Council shall apply towards the provision of the following public purposes:	Prior to the issue of the Subdivision Certificate for each Contributions Lot in per lot contributions of \$6,463	\$6,625 per lot as distributed below	All
		Sportsgrounds		\$750	
		Sportsgrounds amenities		\$1,077	
		Outdoor sports courts		\$259	
		Youth recreation facility		\$639	
		Youth recreation facility fit-out		\$122	
		Youth recreation outdoor components		\$69	
Youth recreation facility carpark and landscaping		\$25			
		Leisure centre (Mt Annan Stage 2 and Camden) augmentation		\$1125	
		Athletics track		\$45	
		Open space and recreation facilities strategy		\$23	

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Contribution Item	Public Purpose	Nature / Extent	Timing	Contribution Value	Responsible Party
<b>Monetary Contribution</b>					
		Acquisition of land for community centres		\$128	
		Augmentation for Oran Park library		\$861	
		Local multi-purpose community centre floor space		\$416	
		District multi-purpose community centre floor space		\$128	
		Narellan Library – recoupment of cost		\$335	
		Camden Library – recoupment of cost		\$64	
		Volunteer emergency services		\$33	
		Contributions plan administration		\$365	
		Bus shelters in the Land		\$140	

## ORDINARY COUNCIL

ORD07

**SUBJECT:** HARRINGTON GROVE PLANNING PROPOSAL  
**FROM:** Director Governance  
**BINDER:** Harrington Park 2 & Mater Dei

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### PURPOSE OF REPORT

The purpose of this report is to consider a Planning Proposal for the Harrington Grove development to amend the maps relating to the zoning and minimum lot sizes for Harrington Grove and the Harrington Park Homestead property.

A Planning Proposal to support these amendments is **included as Attachment 1 to this report.**

### BACKGROUND

The Harrington Grove site was rezoned for conservation and residential development on 9 February 2007. Rezoning was based on achieving restoration of Harrington Park Homestead and Orielton and conservation of over 280 hectares of land containing Cumberland Plain Woodland. These outcomes have been enshrined in a Voluntary Planning Agreement (VPA) negotiated for the site. Various consents have been given for residential development on the site.

The changes proposed in this application include:

- Amendment of the zone boundary and minimum lot size for Precinct J in accordance with an approval issued by the Federal Department of Sustainability, Environment, Water, Population and Communities (DSEWPC);
- Amendments to the northern zone boundaries for Precincts I and J to avoid dual zoning for residential lots;
- Amendment to the southern boundary for Precinct F and an associated minimum lot size amendment to facilitate more regular lots and subdivision pattern;
- Amendment of the zone boundary for Harrington Park Homestead and an associated minimum lot size amendment to facilitate land tenure arrangements;
- A zone amendment for the designated District Playing Fields in Harrington Grove West to reflect the planned and intended use of the site;
- A minimum lot size amendment for Precinct G to reflect an approved subdivision layout;
- A minimum lot size amendment for Precinct O to facilitate a more flexible approach to the vision of the precinct.

Whilst the following maps are found within the body of the Planning Proposal, they are extracted separately for ease of access as attachments to the report.

- A Precinct Location Plan is **shown in Attachment 2 to this report.**
- A map showing amendments to the zoning map is **shown in Attachment 3 to this report.**

- A map showing amendments to the Lot Size Map is **shown in Attachment 4 to this report**

**MAIN REPORT**

Council officers have been working with the proponent to review the Harrington Grove Planning Proposal, and several onsite meetings with specialist staff have been undertaken. As a result of this work, changes have been made to the Planning Proposal. The proposal presented in this report is the outcome of extensive review and has widespread support from Council staff.

The Planning Proposal will result in approximately 123 additional lots. Any changes in dwelling yield will not impact on the level of facilities provided as a result of the Voluntary Planning Agreement (VPA) developed for this site. The level of facilities provided will cater for the additional growth as there is spare capacity for this to occur. In the case of facilities to be provided off-site, the VPA provides for the payment of contributions per dwelling. As a result, Council will collect funds to cater for any additional demand in off-site facilities that are to be provided by Council.

Any changes to the roads and intersection and water management as a result of changes in the dwelling yield will be assessed at the development application stage. Any works required by the development will be addressed through Conditions of Consent. Initial discussions with relevant officers in Council confirm that the level of increase in dwelling yield as a result of the Planning Proposal will not result in major changes.

The Harrington Grove site was rezoned partly because of the vision of conservation of the Cumberland Plain Woodland vegetation. While the proposal seeks to increase the dwelling yield, this will help facilitate the bushland conservation as the bushland will be retained in larger parcels that are more readily conserved and maintained. This is in line with Federal Government approval and the original vision for the area.

The following table gives a summary of the changes proposed in the Planning Proposal.

Precinct/Area	Current Status	Proposed Change
<b>Precinct J</b>	<ul style="list-style-type: none"> <li>• Area zoned E4 Environmental Living</li> <li>• 2000m<sup>2</sup> minimum lot size</li> </ul>	<ul style="list-style-type: none"> <li>• Rezone some E4 land to E2 Environmental Conservation</li> <li>• Change minimum lot size to 700m<sup>2</sup></li> </ul> <p>This will result in an approximately 93 additional lots.</p>
<b>Precincts I and J</b>	<ul style="list-style-type: none"> <li>• Northern boundary of precincts zoned E2 Environmental Conservation</li> </ul>	<ul style="list-style-type: none"> <li>• Rezone northern boundaries of precincts to E4 Environmental Living</li> </ul>
<b>Precinct F South</b>	<ul style="list-style-type: none"> <li>• Area zoned R5 Large Lot Residential</li> <li>• 6000m<sup>2</sup> minimum lot size</li> </ul>	<ul style="list-style-type: none"> <li>• Rezone 9100m<sup>2</sup> of area to R2 Low Density Residential.</li> <li>• Change minimum lot size to 700m<sup>2</sup></li> </ul> <p>This will result in an approximately 10 additional lots.</p>
<b>Harrington Park Homestead</b>	<ul style="list-style-type: none"> <li>• Zoned RE1 Public Recreation</li> <li>• Minimum lot size for area</li> </ul>	<ul style="list-style-type: none"> <li>• Rezone portion of land to R5 Large Lot Residential</li> </ul>

	zoned R5 Large Lot residential is 40 ha	<ul style="list-style-type: none"> <li>Change of minimum lot size for area zoned R5 to 5 ha.</li> </ul>
<b>District Playing Field</b>	<ul style="list-style-type: none"> <li>Area zoned RU1 Primary Production</li> </ul>	<ul style="list-style-type: none"> <li>Rezone area to RE1 Public Recreation.</li> </ul>
<b>Precinct G</b>	<ul style="list-style-type: none"> <li>2000m<sup>2</sup> minimum lot size</li> </ul>	<ul style="list-style-type: none"> <li>Change minimum lot size to 700m<sup>2</sup></li> </ul>
<b>Precinct O</b>	<ul style="list-style-type: none"> <li>2000m<sup>2</sup> minimum lot size</li> </ul>	<ul style="list-style-type: none"> <li>Change minimum lot size to 700m<sup>2</sup></li> </ul> <p>This will result in a approximately 20 additional lots.</p>

Precinct J - zone boundary and minimum lot size amendments

The Harrington Grove development was referred to DSEWPC in accordance with the provisions of the *Federal Environment Protection and Biodiversity Conservation (EPBC) Act*. The referral was mainly as a result of the presence of the critically endangered Cumberland Plain Woodland (CPW) on the site. While DSEWPC supported most of the development across Harrington Grove, it did not consider the current outcome for Precinct J would be in the best interest of the conservation of the CPW. The current outcome for the precinct is the division of the land into seven (7) large lots with each containing large tracts of CPW. Of particular concern was the fragmented ownership and management of the CPW.

As a result of this concern DSEWPC has issued an approval with the understanding that the footprint of the residential development within Precinct J will be substantially reduced and higher value CPW will come under one management. This will require a zoning map amendment of some land from E4 Environmental Living to E2 Environmental Conservation. The DSEWPC approval forms an annexure to the Planning Proposal as **shown in Attachment 1**. See **Attachment 2 and 3** to this report for location and rezoning for Precinct J.

As part of this approval DSEWPC has agreed to a greater concentration of development and so an amendment to the minimum lot size map of 2000m<sup>2</sup> to 700m<sup>2</sup> is also proposed. This means that there will be potential for approximately 100 smaller lots, which is an additional 93 lots. The creation of these smaller lots is beneficial to the bushland conservation objectives as they will form part of a Community Title Scheme that will be financially responsible for the bushland maintenance. If these lots are not created, there will not be a secure source of funding for the bushland conservation works. An indicative Subdivision Plan is within the DSEWPC approval in **Attachment 5** to the Planning Proposal. This is considered a better outcome for the conservation of the CPW. See **Attachment 4** to this report for minimum lot size for Precinct J.

As a result of discussion and site visits these changes to the minimum lot size are supported. It is recommended that as part of the Planning Proposal process that the proposal for Precinct J be assessed by the NSW Office of Environment and Heritage.

Precincts I and J - amendments to northern zone boundaries

Precincts I and J are predominantly zoned E4 Environmental Living. However, narrow strips of land along their northern boundaries abutting Cobbitty Road are zoned E2 Environmental Conservation. The intention of this was to protect the mature vegetation between the carriageway of Cobbitty Road and the residential area proposed for these precincts. However, this has resulted in residential lots having dual zoning. The

proposal is to rezone these strips of land to E4 Environmental Living to allow residential lots to have one zone. The proposed amendment will clarify the Planning Controls applying to these sites. See **Attachments 2 and 3** to this report for location and rezoning for Precincts I and J northern boundaries.

A site visit determined that the significant vegetation is primarily located within the roadside verge and not the Harrington Grove site. Furthermore, the land within the Harrington Grove site contains vegetation of lesser significance, which will become part of residential allotments under the existing subdivision approvals for Harrington Grove. Therefore it is recommended that this change be supported and that a covenant be put on the title of each affected parcel of land to give further support to the Planning Controls that exist to ensure this vegetation is retained. The covenant should include:

- retain significant vegetation;
- revegetate the northern boundary of each property; and
- provide that rural type fencing is required for the northern boundaries of these properties.

It is also recommended that as part of the Planning Proposal process that the proposal for Precincts I and J be assessed by NSW Office of Environment and Heritage.

#### Precinct F South - zone boundary and minimum lot size amendments

The southern boundary of Precinct F adjacent to the area known as Stage 34 of Harrington Park has an irregular alignment, which has resulted in a series of irregularly shaped lots. The proposal is to rezone approximately 9100m<sup>2</sup> of the Stage 34 land and incorporate the land into Precinct F. This area is currently part of a large landscaped mound that has been planted with native trees and was constructed as part of the works for the Sir Warwick Fairfax Drive connection to Camden Valley Way. The addition of this land and associated rezoning will allow more regular shaped blocks and a more regular subdivision pattern. An indicative subdivision layout is within the planning proposal (page11). See **Attachment 3** for location of Precinct F.

An associated amendment to the minimum lot size to the proposed rezoned section is also part of the proposal. The minimum lot size of this area is currently 6000m<sup>2</sup> and the proposal is to amend this to 700m<sup>2</sup> to reflect the minimum lot size applying to Precinct F. This will result in approximately 10 additional lots. See **Attachment 4** for minimum lot size proposed for Precinct F South.

A site visit determined that the area proposed to be rezoned will not have adverse visual or environmental impacts. It is recommended that the remaining buffer of vegetated land (after the rezoning) be retained.

#### Harrington Park Homestead - zone boundary and minimum lot size amendment

Currently there are two different zones applying to the Harrington Park Homestead property. The main portion of the property, which contains the homestead and associated buildings, is zoned R5 Large Lot Residential. The northern portion of the property is zoned RE1 Public Recreation and includes land that contains an established nursery and land that will be dedicated, as required by the VPA, as Public Reserve.

The proposal is to rezone part of the northern portion of the property to the same zone as the land that contains the homestead and associated buildings, that is to R5 Large



Lot Residential. This will provide certainty to the owner regarding the use of the property and eliminate a situation where private land is identified for 'Public Recreation'. It will also remove any expectation that Council will be obliged to purchase this land for open space, which is not planned and is unfunded.

The proposal also includes an amendment to the minimum lot size for the homestead lot from 40 ha to 5 ha. This amendment is to enable the subdivision of the site, to excise land containing the established nursery and land that does not contribute to the archaeological significance of the homestead, from the homestead lot. The archaeological significance of the site has been determined by a Heritage Impact Statement (HIS) which is attached to the Planning Proposal as a supporting document. This proposal will not enable the subdivision of land for residential development as the land will not be able to be further subdivided. The State Heritage listing of the property gives security that this can not occur. See **Attachments 1, 2 and 3** to this report for location, and zoning and minimum lot size proposal, for the Harrington Park Homestead site.

It is recommended that as part of the planning proposal process that this amendment be assessed by the NSW Heritage Office. It is also recommended that the subdivision be consistent with the preferred Option 3 identified in the Heritage Impact Statement which identifies areas of archaeological significance on the site. Option 3 will ensure that areas of archaeological significance will be kept within the homestead lot.

#### District Playing Field - zone amendment

The Harrington Grove VPA provides for a portion of land in Harrington Grove West to be used for district playing fields, and be dedicated to Council. Currently the site is zoned RU1 Primary Production in CLEP 2010, which does not permit a full range of sporting facilities. The proposal is to rezone this site to RE1 Public Recreation, which permits a range of sporting facilities associated with playing fields and will allow the developer to construct the playing fields in accordance with the VPA. See **Attachment 3** for area to be rezoned to RE1.

#### Precinct G - minimum lot size amendment

The proposal is to amend the minimum lot size for Precinct G from 2000m<sup>2</sup> to 700m<sup>2</sup> so it is consistent with the development approval issued (16 June 2010) applying to the whole of the precinct (DA 1267(5)/2006). This enabled an increase of 8 lots to 17 lots. See **Attachment 2 and 3** to this report for location and minimum lot size for Precinct G.

#### Precinct O - minimum lot size amendment

The proposal is to amend the minimum lot size for Precinct O to facilitate a more flexible approach to the vision of the precinct. Currently CLEP 2010 allocates a minimum lot size of 2000m<sup>2</sup> and the proposal is to amend this to 700m<sup>2</sup>. See **Attachment 2 and 4** to this report for location and minimum lot size of Precinct O.

The vision for this precinct has always been to create a residential precinct that accommodates an equestrian focus. It was proposed to do this by creating larger lots so that residents could accommodate their horses and horse infrastructure. However, a more flexible approach is now sought by allowing smaller minimum lot sizes, with the residual flood prone land proposed to be kept as a consolidated parcel and be utilised as community equestrian land. This facility will become part of the Community Title for the Harrington Grove development.

Further detailed investigations into the design for this Precinct have determined that site constraints, including servicing the land in regards to sewerage and road layout, make it not feasible to develop under the current minimum lot size. The amendment does not require any changes to the original residential development footprint and will mean there will be the potential for approximately 20 additional new lots. These additional lots will contribute to the Community Title Scheme, providing financial support for the maintenance of the equestrian facilities.

### The Process from Here

If Council determines to proceed with the Harrington Grove Planning Proposal, it will be sent to the Department of Planning and Infrastructure (DPI) for Gateway Determination. Based on previous experience it is expected that a response would be received from DPI within six (6) weeks, although there are no time guidelines. If there is a Gateway Determination to proceed, the proposal will be exhibited for 28 days, in the following manner:

- The exhibition material will be displayed at Narellan and Camden Customer Service Centres, and Narellan and Camden Libraries;
- An advertisement will be placed in the Camden Advertiser;
- The exhibition material will be available on Council's website for the duration of the exhibition period.

The proposal will also be sent to the NSW Office of Environment and Heritage and the NSW Heritage Council for assessment. As part of Gateway Determination, there may also be recommendations to send to other public authorities or government departments.

At the conclusion of the exhibition period, a report will be submitted back to Council detailing submissions received.

### CONCLUSION

The Harrington Grove Planning Proposal has merit and will assist in:

- facilitating the DSEWPC approval and assist in providing a better conservation outcome for Precinct J;
- facilitate the application of one zone to residential lots for Precincts I and J;
- remove the RE1 zoning on land which Council does not intend to acquire for public use on the Harrington Park Homestead site.
- assist land tenure arrangements for the Harrington Park Homestead site, while still maintaining the current heritage outcome;
- provide more regular lot shapes and subdivision pattern for Precinct F;
- facilitate appropriate permissible uses for the District Playing Fields;
- reflect an approved subdivision layout for Precinct G; and
- facilitate a more flexible approach for Precinct F, while still maintain the intended vision.

The Planning Proposal has been extensively reviewed by Council staff and a number of modifications were negotiated prior to presentation of the Planning Proposal to Council in this report. The changes will result in some increases to lot yields, but this will assist in providing financial support via Community Title Schemes to ensure the

facilities and outcomes that were part of the vision for the Harrington Grove development are delivered.

**RECOMMENDED**

**That Council:**

- i. forward the Harrington Grove Planning Proposal to the Department of Planning and Infrastructure for Gateway Determination;**
- ii. place the Planning Proposal on public exhibition for 28 days subject to receiving Gateway Determination giving approval to proceed;**
- iii. seek assessment of the proposal from the NSW Office of Environment and Heritage and the NSW Heritage Council and any public authorities and government departments required by the Gateway Determination, subject to receiving Gateway Determination giving approval to proceed; and**
- iv. require a report be brought back to Council at the conclusion of the public exhibition.**

**ATTACHMENTS**

1. Harrington Grove Planning Proposal
2. Precinct Plan
3. Amendment to Zoning Map
4. Amendment to Lot Size Map



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Attachment 1

Harrington Grove

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**LOCAL PLAN PLANNING PROPOSAL**

CAMDEN LOCAL ENVIRONMENTAL PLAN 2010

July 2011

Prepared for  
Harrington Estates Pty Ltd

Prepared By  
Development Planning Strategies (NSW)

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Attachment 1

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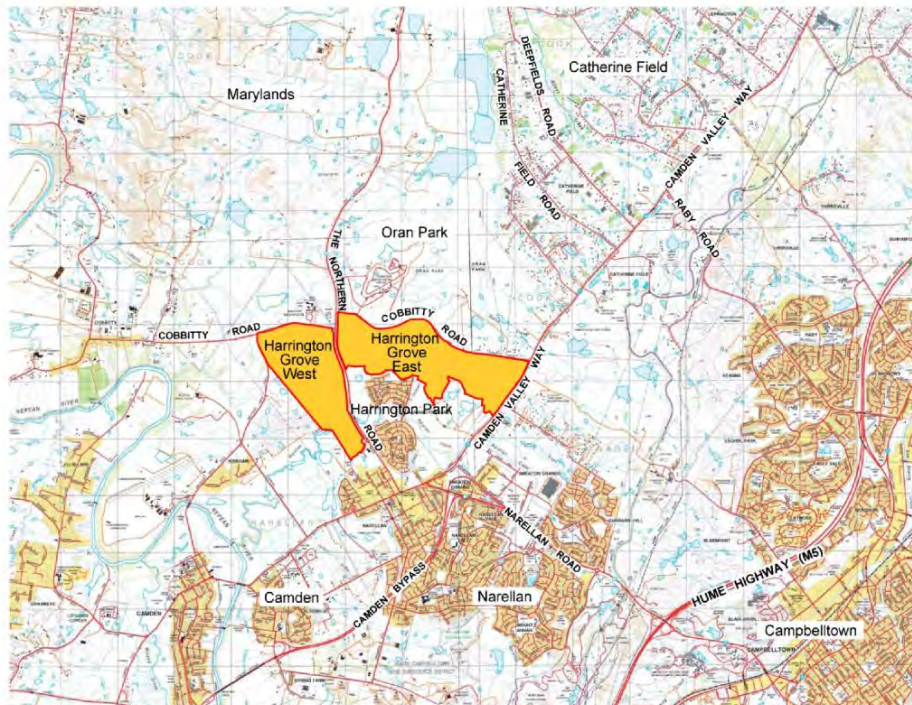
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## INTRODUCTION

The land subject to this planning proposal is identified as Harrington Grove and the Harrington Park Homestead property. Harrington Grove is an approved community title residential development that includes over 1,200 residential lots. Harrington Grove occupies part of the former grazing property that was associated with the Harrington Park Homestead.

The subject land is located within the Camden Council Local Government Area and the site is 6km northeast of Camden, 20km southwest of the Liverpool CBD, and 50km southwest of the Sydney CBD. The residential development of Harrington Park is located immediately to the south of the site, with the South West Growth Centre abutting the northern boundary. Harrington Grove is bound by Cobbitty Road and Oran Park Drive to the north, Camden Valley Way to the east and Macquarie Grove Road to the west. The Northern Road divides the Harrington Grove development area in a north-south alignment.

### Location Plan



Harrington Grove was rezoned for residential development in September 2007. Since then, a multi-purpose community facility incorporating a restaurant, cafe, function rooms and recreational activities has been constructed in addition to over 250 residential allotments. As part of the development over 280 hectares of land containing Cumberland Plain Woodland vegetation is being protected for conservation and rehabilitation, which is to be mostly maintained as part of the community title scheme but still accessible to the broader local community and general public.

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As part of rezoning Harrington Grove, the land was comprehensively investigated to confirm its suitability for a residential development. Site investigation studies undertaken to determine the constraints of the subject land were used to support the evolution of a concept design for an environmentally responsive development outcome. The Concept Plan below illustrates the area of bushland to be retained and green spaces to be created, which is substantially greater than other urban developments within the region.

#### Harrington Grove Concept Plan



As seen in the Concept Plan, the site has been sensitively designed to allow residential development within areas of low environmental significance and areas with higher levels of environmental significance protected. Due to the size of the Harrington Grove site, the areas for residential development have been identified as Precincts (Refer to Attachment 1 - Site Location Plan). These Precincts have been adopted in the Camden Development Control Plan 2006.

This Planning Proposal seeks several modifications to the Camden Local Environmental Plan 2010 (CLEP 2010) to amend the maps relating to the zoning and minimum lots sizes for Harrington Grove and the Harrington Park Homestead property. The proposed amendments will better reflect the development already approved by Council, and rectify some anomalies between the existing CLEP 2010 controls and existing/future land uses within the Harrington Grove and Harrington Homestead lands.

In addition, part of the Planning Proposal amendments relate to an environmental approval issued by the Federal Department of Sustainability, Environment, Water, Population and Communities (DSEWPC), which was formerly the Department of the Environment, Water, Heritage and the Arts. The Department's approval required a change to the development philosophy in Precinct J as the existing outcome for this precinct was not considered to be an acceptable environmental outcome. Notwithstanding, DSEWPC considered the environmental outcome for the remaining areas of the Harrington Grove development to be of a high standard.

In summary, the amendments relate to the following LEP components:

1. Zoning maps
2. Minimum lot size maps

In general, the Planning Proposal is required to allow development to continue as was planned and intended prior to CLEP 2010 taking effect. Accordingly, amendment to CLEP 2010 is required to enable an appropriately zoned, coordinated and environmentally sensitive residential development to progress within Harrington Grove and Harrington Park.

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## PART 1 – OBJECTIVES OR INTENDED OUTCOMES

The Harrington Grove site was initially rezoned for urban development in September 2007 as an amendment to the now superseded Camden Local Environmental Plan No. 74. During 2009/2010 Council prepared a new LEP in accordance with the NSW State Government's Standard LEP Template. CLEP 2010 was finalised in September 2010 and is now the principal Environmental Planning Instrument for Camden Council.

In preparing the new CLEP 2010, Council transitioned to the new Standard LEP format with a 'like for like' approach. Consequently, the preparation of the new LEP was not utilised as an opportunity to consider a change in zones or development standards that would facilitate principle changes in land use and/or permissibility between the current and previous LEPs. Now that CLEP 2010 is finalised, minor amendments to the maps of CLEP 2010 are sought to reflect the original development philosophy, environmental approvals issued by DSEWPC and approved subdivision layouts applying to Harrington Grove and the Harrington Park Homestead land.

The objectives of this Local Plan Planning Proposal are as follows:

- To update the Camden LEP 2010 in accordance with existing development approvals and land tenure arrangements.
- To rationalise zone boundaries and associated principal development standard boundaries to reflect constructed and approved development outcomes.
- To modify statutory provisions to reflect the requirements of an environmental approval issued by the Federal Department responsible for the environment.
- To implement the changed development philosophy within Harrington Grove by enabling the creation of 700m<sup>2</sup> or greater residential allotments within selected areas of the residential development to achieve a better environmental outcome.

The intended outcome is to achieve a LEP that incorporates a series of maps which contain boundaries and designate land uses in Harrington Grove that is consistent with cadastral boundaries, environmental and planning approvals, and/or physically constructed development.

## PART 2 – EXPLANATION OF PROVISIONS

The objectives of this Planning Proposal are to be achieved by amending selected CLEP 2010 maps. The following maps will require amendment under this proposal:

1. Zoning maps:
  - Sheet LZN\_007
  - Sheet LZN\_012
  - Sheet LZN\_016
  - Sheet LZN\_017
  
2. Minimum Lot Size Maps:
  - Sheet LSZ\_007
  - Sheet LSZ\_012
  - Sheet LSZ\_016
  - Sheet LSZ\_017

The specific amendments to each LEP map are outlined below.

### 1. Amendments to Zoning Maps (Refer to Attachment 2)

#### Precinct J

It is proposed to amend the zone boundaries of the E4 Environmental Living zone in accordance with an environmental approval from the *Environmental Protection and Conservation Act* approval issued by the Federal Department of Sustainability, Environment, Water, Population and Communities (DSEWPC), which was formerly the Department of the Environment, Water, Heritage and the Arts (Refer to Attachment 4 - letter dated 25 May 2010 by Ecological Australia & Attachment 5 – DSEWPC Approval).

Prior to issuing their approval, DSEWPC conducted a comprehensive environmental assessment of the entire Harrington Grove development with particular regard to the conservation of the Cumberland Plain Woodland remnants. Following this environmental assessment, DSEWPC confirmed its support for the proposed development and environmental outcome throughout the entire Harrington Grove with exception to Precinct J.

Initially Precinct J proposed 7 large allotments with each containing a large tract of Cumberland Plain Woodland vegetation. DSEWPC did not consider this arrangement to be a satisfactory environmental outcome for the ongoing protection of the Cumberland Plain Woodland vegetation. In particular, DSEWPC considered this arrangement fragmented the management of the Cumberland Plain Woodland vegetation, which would be detrimental to the ongoing conservation of this significant vegetation. Because of this view, the DSEWPC was not prepared to issue their approval under the *Environmental Protection and Conservation Act* until a satisfactory environmental outcome was resolved for the Precinct J area.

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To address their concerns, DSEWPC sought an environmental outcome for Precinct J that consolidates the Cumberland Plain Woodland within the precinct under a single management and tenure arrangement, which is to be offset by allowing a greater concentration of residential development within a defined 'development footprint'. Further, the 'development footprint' area was determined to be predominately of low environmental significance, and therefore, the more concentrated residential development area would ensure preservation of the Cumberland Plain Woodland and uphold the environmental conservation principles of the overall development. This arrangement is the key outcome for DSEWPC to enable the issue of the environmental approval under the *Environmental Protection and Conservation Act*.

As a result of the DSEWPC approval, the total area of land for residential uses has been substantially reduced. However, this has been offset by allowances for a greater density of residential development within the smaller defined development footprint, which has been formalised under the DSEWPC approval. The land within the development footprint has been deemed to be suitable for standard residential development providing the land outside the development footprint, which contains the significant Cumberland Plain Woodland, is contained under a single tenure and management arrangement.

The DSEWPC approval includes requirements for the future use and ownership of land within Precinct J. Annexure 1 in the DSEWPC approval defines the developable area, which corresponds with the boundaries in this proposal, as 'Development Footprint'. The remaining area of Precinct J, which contains the Cumberland Plain Woodland vegetation, is defined as 'Council Reserve'. Accordingly, DSEWPC has determined that the best environmental outcome for the area containing the significant vegetation should be that it is vested with Council.

Development resulting from the proposed amendments to Precinct J will continue to be consistent with the overarching objectives for the Harrington Grove Development. The principle objectives for Harrington Grove are outlined in Camden Development Control Plan 2011. Each objective with a corresponding explanation of how consistency with the objectives is achieved is listed in the table below.

Objectives	Response
1. Facilitate the development of Harrington Grove in a way that is environmentally sensitive and responds positively to the site's heritage and scenic character, while conserving large sections of regionally significant remnant bushland.	The proposed amendment will facilitate a better environmental outcome by ensuring a better management response to Cumberland Plain Woodland vegetation. This will therefore enhance the scenic character of the overall development and better conserve large portions of consolidated regionally significant bushland.

Objectives	Response
2. Provide a viable regionally significant habitat corridor in an east – west direction across the site, that retains the high value remnant Cumberland Plain Woodland and includes riparian corridors.	The consolidation of the Cumberland Plain Woodland into a single tenure and management arrangement will improve the viability of the habitat corridor that traverses Harrington Grove. There will be no fences and no clearing within the areas of highest environmental significance, which will preserve the ecological habitat in the highest possible standard and the lowest amount of interference.
3. Protect the scenic character and significant views.	The revised development will not adversely impact on the character of scenic views of the locality. The development footprint area is not visible from the Camden Valley to the south or elevated areas within Oran Park to the north. In addition, the character of Cobbitty Road will be maintained with the retention of mature trees within the roadside verges, which is where the majority of vegetation along Cobbitty Road is located.
4. Provide appropriate curtilages in accordance with the Conservation Management Plans around the areas of heritage significance.	The proposed amendment to Precinct J will not have any impacts of the heritage curtilages of Harrington Park or Orielton Homesteads.
5. Facilitate the ongoing management and conservation of the natural and cultural heritage of the site.	The proposed amendments will result in superior outcome for the ongoing management of the Cumberland Plain Woodland. As determined by the DSEWPC, the proposed development outcome will result in a management arrangement that will better protect and conserve the bushland of highest significance.
6. Avoid development in areas of high salinity potential, areas with excessive steepness and associated instability.	The proposed development area has already been determined suitable for residential development, which is demonstrated by the existing E4 zoning.

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Objectives	Response
7. Ensure future residents of the site are able to conveniently access employment, shops, educational, community facilities and recreational opportunities both within the site and in the surrounding area.	Access to the future residents within Precinct J will not change. Residents will be able to access the full range of facilities through highly connected pathway networks, which link to the community facility in Harrington Grove, retail and community facilities in Harrington Park, and future facilities and services within Oran Park.
8. Ensure that development is staged in a manner which is efficient in terms of infrastructure use and provision.	Precinct J will be delivered and coordinated in accordance with the timely and efficient provision of infrastructure, as initially intended.  Preliminary investigations have confirmed that the residential area of Precinct J can be adequately and appropriately serviced. More detailed investigations into servicing and infrastructure will be undertaken as part of the comprehensive investigations following the Gateway Approval.
9. Provide opportunities for equestrian acreage and eco environmentally sensitive housing in a bushland setting.	The proposed development outcome will result in an enhanced eco environmentally sensitive setting and provide an extensive interface with the adjacent bushland setting. It is noted that the equestrian activities relate to the Precinct O area and not Precinct J.

Whilst amending the zoning of the Precinct J land to increase the area zoned for E2 Environmental Conservation is not critical in delivering the outcomes associated with the DSEWPC approval, it will result in a greater area of Cumberland Plain Woodland protected under the E2 zone. This is therefore a considerably improved environmental outcome for the conservation of significant vegetation within Harrington Grove.

In light of the above, it is proposed to rezone the portions of land within the area of Precinct J currently zoned E4 Environmental Living to E2 Environmental Conservation (Refer to Attachment 2 for proposed zone amendments).

#### **Precincts I and J**

Precincts I and J are predominantly zoned E4 Environmental Living to facilitate a sensitive form of residential development. Precincts I and J abut Cobbitty Road on their respective northern boundaries and all border the environmentally significant land of the community woodland on their remaining boundaries, which is zoned E2 Environmental Conservation.

In both of these Precincts, the boundary of the E4 zone is inconsistent with the boundary of the area approved for residential development. As a result, both of these Precincts contain a narrow strip of E2 zoned land along the interface with Cobbitty Road. Whilst it is appreciated that Council's intention was to protect the mature vegetation between the carriageway of Cobbitty Road and the residential areas of Harrington Grove to maintain the character of Cobbitty Road, the significant vegetation is primarily located within the roadside verge and not the Harrington Grove site. Furthermore, the land within the Harrington Grove site contains vegetation of lesser significance, which will become part of residential allotments under the existing subdivision approvals for Harrington Grove. The existence of mature vegetation in the verge is illustrated in the photographs below.

**Precinct J Interface with Cobbitty Road**



**Precinct I Interface with Cobbitty Road**



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In addition to the significant trees being located within the roadside verge, the strips of E2 zoned land, which are located entirely within an area approved for residential development, result in residential allotments that are affected by two different zones. The application of two different zones to a single landholding, in particular a residential allotment, presents a complicated situation for the landowner in managing, maintaining and using their land. It also presents a difficult situation for Council in administering their LEP and assessing development proposals.

In light of the above, it is proposed to rationalise the E4 zone to incorporate the entire area identified for residential development within both of these Precincts (Refer to Attachment 2 for proposed zone amendments). This will therefore result in zone boundaries that accord with boundaries approved by existing development consents and the cadastral boundaries of the residential allotments.

#### **Harrington Park Homestead**

Currently there are two different zones applying to the Harrington Park Homestead property. The main portion of the property, which contains the homestead and associated buildings, is zoned R5 Large Lot Residential with the northern portion of the property zoned RE1 Public Recreation. This is an anomaly that eventuated from adopting the zoning in Council's now superseded LEP No. 74.

It is therefore proposed that the northern portion of the homestead allotment be zoned R5 Large Lot Residential to reflect existing zoning of the main Harrington Park Homestead area and future dedication of land for public reserve. This will provide certainty to the owner regarding the use of the property and eliminate a situation where private land is identified for 'Public Recreation', which is normally a zone applied to land that is owned and managed by a public authority.

#### **Precinct F South**

The southern boundary of Precinct F adjacent to the area known as Stage 34 of Harrington Park has an irregular alignment, which has resulted in a block of irregular shaped allotments. These allotments have varying widths and relatively long depths due to the difficulty in responding the urban layout to the existing boundary.

The land subject to the proposed rezoning is contains no remnant native vegetation but contains some immature plantation trees. The landform is gently undulating and slopes slightly toward the existing residential development of Harrington Park to the west and Camden Valley Way to the east. The land is at a lower elevation to the other areas of Precinct F and generally level with the existing adjacent residential development within Harrington Park.

A large landscape mound that has been planted with native trees is situated to the south, which was constructed as part of the works for the Sir Warwick Fairfax Drive connection to Camden Valley Way. This mound provides a physical visual screen to the Precinct F South area from the south, in particular when travelling towards the subject site on Sir Warwick Fairfax Drive. It also provides screening from Camden Valley Way in a northbound direction.

**Precinct F South Area Site Photos**

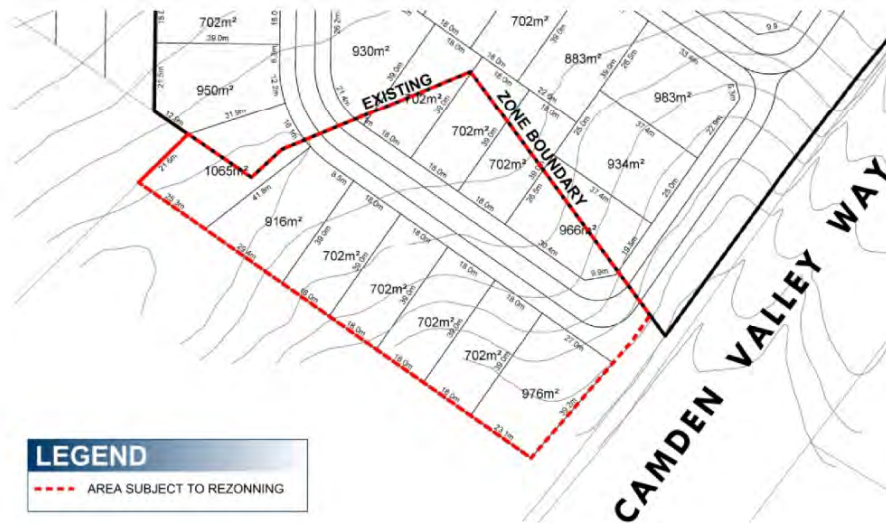


Due to the physical attributes of the landform, landscaped mound and the elevation of the subject land, the development of the Precinct F South area will result in no adverse visual impacts. In fact, the existing Precinct F area that is already zoned for regular residential development is more elevated and would be more visually prominent than the area subject to this proposal.

An indicative subdivision layout is illustrated in the diagram below. The subdivision layout is an orderly and regular subdivision pattern which results in a logical 'rounding-off' of the residential area for Precinct F that will have no adverse environmental or visual impacts.

To accommodate this subdivision layout, an area of approximately 9100m<sup>2</sup> of the Stage 34 area needs to be rezoned. Accordingly, it is proposed that the 9100m<sup>2</sup> portion of land, which is identified as Precinct F South on the location plan (Refer Appendix 1), be rezoned from 'R5 Large Lot Residential' to 'R2 Low Density Residential' to reflect the current zoning for the balance of Precinct F within Harrington Grove.

**Indicative Subdivision Layout**





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In addition to creating a more orderly residential layout, the ability for the new residential allotments to mitigate traffic noise emissions from Camden Valley Way will be significantly improved. Whilst it has already been demonstrated that the existing irregular allotments are able to provide the necessary noise attenuation required for traffic noise emissions from Camden Valley Way, a more regular subdivision layout that results in more contained private open spaces and built form will achieve a more optimal response to noise emissions.

This is demonstrated in the subdivisional layouts along the Camden Valley Way interface to the north. These approved residential allotments that front and side Camden Valley Way underwent rigorous noise modelling to ensure that noise emissions could be attenuated successfully. In comparison to the irregular shaped allotments, which form the existing southern boundary to Precinct F area, the regular shaped allotments were significantly better performing in mitigating the noise impacts.

In addition to the subdivision layout delivering a better response to traffic noise impacts, the design will achieve a better lot layout pattern that includes a logical 'rounding-off' of the interface between Precinct F and Stage 34 in Harrington Park.

The proposed amendment will facilitate a residential development that does not result in any adverse visual or environmental impacts and subdivision layout that will provide optimal noise attenuation opportunities for the future residents of Precinct F South. In addition, the proposal will result in an improved and more efficient use of land, and will contribute to increasing housing supply without any adverse impact on infrastructure or Council resources.

#### **District Playing Fields**

District playing fields and associated facilities are planned for Lot 8 DP 1132349, which are to be provided in accordance with the Voluntary Planning Agreement for Harrington Grove. The site is zoned RU1 Primary Production in CLEP 2010, which does not permit a full range of sporting facilities. Prohibited uses include indoor recreational facilities, such as swimming pools and gymnasiums, and major recreation facilities. Furthermore, the RU1 zone does not reflect the planned and intended use for this site, which is for a major public recreation and sporting complex.

A more appropriate zone for the site is RE1 Public Recreation, which permits a range of sporting facilities associated with the playing fields and aims to "provide a full range of recreational settings and activities". Accordingly, it is proposed that Lot 8 be zoned RE1 to reflect the future use of the land and to enable the successful delivery of the facilities required under the Harrington Grove Voluntary Planning Agreement.

## **2. Amendments to Minimum Lot Size Maps (Refer to Attachment 3)**

### **Precinct J**

It is proposed to amend the minimum lot size requirement for the Precinct J area from 2000m<sup>2</sup> to 700m<sup>2</sup> to enable the environmental outcome in the *Environmental Protection and Conservation Act* approval issued by the Department of Sustainability, Environment, Water, Population and Communities (DSEWPC) to be implemented (Refer to Attachment

4 - letter dated 25 May 2010 by Ecological Australia & Attachment 5 – DSEWPC Approval).

As detailed in the previous section explaining the proposed zoning amendments to Precinct J, DSEWPC has completed a comprehensive environmental assessment of Harrington Grove and has confirmed its support for the proposed development except for Precinct J. The proposed 7 large lots were not considered by DSEWPC a satisfactory arrangement for the ongoing protection of the Cumberland Plain Woodland vegetation.

To obtain full support from DSEWPC to then enable the issue of an environmental approval under the *Environmental Protection and Conservation Act*, a smaller development footprint was identified where a greater concentration of residential development is allowed. The area of land outside the development footprint is to be contained under a single tenure and management arrangement.

In light of the above, the existing 2000m<sup>2</sup> minimum lot size in CLEP 2010 does not enable the increase in residential development within the smaller development footprint in accordance with the DSEWPC approval. Therefore, a minimum lot size of 700m<sup>2</sup> within the E4 zoned area of Precinct J is proposed to facilitate the improved environmental outcome approved by DSEWPC.

#### **Precinct G**

CLEP 2010 currently allocates a minimum lot size of 2000m<sup>2</sup> to Precinct G, which was adopted from the minimum lot size requirement in Camden DCP 2006 on a like-for-like basis. However, prior to the finalisation of CLEP 2010 Council approved a subdivision layout within Precinct G that contained lot sizes of around 700m<sup>2</sup> to 800m<sup>2</sup> or greater under Development Application 1267(5)/2006 (issued 16 June 2010) (Refer to Attachment 6 – Approved Subdivision Plan).

Accordingly, it is proposed to update the minimum lot size for Precinct G so it is consistent with the development approval applying to the site, being a minimum of 700m<sup>2</sup>.

#### **Precinct O**

CLEP 2010 allocates a minimum lot size of 2000m<sup>2</sup> to Precinct O, which was adopted from the minimum lot size requirement in Camden DCP 2006 on a like-for-like basis. However, the 2000m<sup>2</sup> minimum lot size requirement does not enable the necessary flexibility to deliver a special development, such as a community equestrian complex, as intended under the initial planning for the Precinct.

It is intended to utilise the area forming the floodplain of Narellan Creek for a community use. To achieve this, the minimum lot size for residential allotments needs to be reduced so the area for a community use can be maximised. Please note that it is not intended to vest the floodplain area of Precinct O with Council as this area is considered to be integral to the development of a special development within Harrington Grove.

In addition to the above, investigations into the detailed design to construct the Precinct under the 2000m<sup>2</sup> minimum lot size requirement has determined the Precinct to be

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unfeasible to develop. This is largely due to various development constraints affecting the site, such as:

- provision of a suitable road access,
- provision of reticulated sewer to allotments on the southern site of the entry road,
- providing residential allotments that have a suitable buildable area that will not result in exorbitant dwelling construction costs, and
- providing suitable building pads for housing with adequate freeboard to flood levels.

Accordingly, it is proposed to amend the minimum lot size for Precinct O to 700m<sup>2</sup>. This will enable the delivery of a special community focussed residential development that will afford a full range of services and infrastructure, and will create residential allotments that are feasible in relation to the overall development costs.

#### **Harrington Park Homestead**

CLEP 2010 allocates a minimum lot size of 40ha for a portion of the Harrington Park homestead allotment. There is no minimum lot size annotated for the northern portion of the site, which reflects the area zoned 'RE1 Public Recreation'.

The Harrington Park homestead lot, not including the land to be dedicated as public reserve, is approximately 14.5ha in area and contains the homestead, a caretakers residence, sheds and a nursery, which supplies trees for the Harrington Grove residential estate to the north.

In addition to rezoning the northern portion of the parent lot to R5 Large Lot Residential, as explained in the previous section, it is proposed that the minimum lot size map be amended to incorporate a minimum lot size of 5ha and apply this minimum lot size requirement to the entire Harrington Park Homestead allotment.

Amendment to the minimum lot size requirement for the homestead allotment would enable the subdivision of the site to excise land containing the established nursery and land that does not constitute to the archaeological significance of the homestead.

A Heritage Impact Statement (HIS) has been prepared by Tropman & Tropman Architects to assess the potential heritage impacts and implications of subdividing the homestead allotment as well as defining the best option for boundary alignments for the proposed subdivision (Refer to Appendix 7).

A preferred lot layout for the Harrington Park Homestead lot has been identified in the HIS, proposing the creation of a two allotments of approximately 9ha and 5.5ha. The 9ha allotment would encapsulate all areas of archaeological potential associated with the homestead, whilst the 5.5ha allotment will encompass the existing nursery and land that does not constitute to the archaeological significance of the homestead.

The HIS confirms that the proposed subdivision of the homestead allotment for the purposes of excising land associated with the nursery and open space areas from the Harrington Park homestead would not affect the heritage curtilage of the estate or any significant views and vistas to the State heritage listed item. It also complies with the

relevant policies of the Harrington Park Homestead Conservation Management Plan 2006.

The current minimum lot size requirements for the Harrington Park homestead allotment in the CLEP 2010 does not permit the subdivision of the site to excise the existing nursery and areas of minimal heritage significance. Therefore, a minimum lot size of 5ha for the entire allotment is proposed to facilitate the future subdivision of the site that has been comprehensively investigated by a heritage specialist.

#### **Precinct F South**

In addition to rezoning a portion of land to be incorporated into Precinct F South for residential purposes, as explained in previous section on the zoning changes, it is proposed that the minimum lot size of this area be amended to reflect the existing minimum lot size applying to the Precinct F area. Accordingly, it is proposed that the amended area corresponding with the R2 zone in Precinct F South for be allocated a minimum lot size of 700m<sup>2</sup> to ensure consistency with proposed zoning. The 700m<sup>2</sup> minimum lot size is consistent with the existing residential areas of Precinct F.

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Attachment 1

## PART 3 – JUSTIFICATION

### Section A - Need for the planning proposal.

#### 1. Is the planning proposal a result of any strategic study or report?

This Planning Proposal for Harrington Grove and Harrington Park is not the result of any study or report that has specifically been prepared to support the proposed amendments as the Proposal is to mostly rectify anomalies and inconsistencies affecting the subject land. However, as discussed in the previous section, a major part of the Planning Proposal (Precinct J) is the result of the *Environmental Protection and Conservation Act* approval that has been issued by DSEWPC. DSEWPC determined that the entire Harrington Grove development was acceptable from an environmental viewpoint with the exception of Precinct J. The improved environmental outcome for Precinct J, which enabled DSEWPC to issue their approval, forms part of this Planning Proposal.

The broader planning and development of the Harrington Grove residential development commenced with high level planning through to the detailed development approvals in accordance with State and local strategic requirements.

Harrington Grove has been identified for urban development in the State Government's Metropolitan Development Program (MDP) since 2002. In the MDP the overall site is earmarked for approximately 1500 dwellings. Sydney Metropolitan Strategy, which was introduced in December 2005 to guide the growth of Greater Sydney, identifies Harrington Grove as an 'Existing Urban Area'. Similarly, the Draft South West Subregional Strategy identifies the site as a 'New Release Area'.

Following a detailed Local Environmental Study (LES) process, Harrington Grove was rezoned in September 2007. The LES comprehensively considered the environmental characteristics and attributes of the site to determine the suitability of portions of the site for residential development. This included detailed investigations of the following:

- Flora and Fauna
- Bushfire
- Riparian Ecology
- Soil and Salinity
- Archaeological and Cultural Heritage

The findings from the above studies were used as the basis for the zoning and detailed design to support the development approvals which currently apply to the Harrington Grove site.

In light of the above, the Planning Proposal is essentially proposing minor amendments to the statutory framework that has been already implemented under previous LEP processes and is a refinement of the work informed by the original LEP studies.

#### 2. Is the planning proposal the best means of achieving the objectives or intended outcomes, or is there a better way?

The changes included in this Planning Proposal are the proper and best means of achieving the included objectives and intended outcomes. Given the proposed amendments relate to land use issues and principal development standards set by CLEP 2010, the appropriate means to achieve the sought amendments to these statutory requirements is to amend Council's LEP.

Other available processes are not considered an appropriate means of achieving the objectives and intended outcomes of this Planning Proposal.

### 3. Is there a net community benefit?

As suggested in the Department's Local Plan-Making Guidelines, the Evaluation Criteria to undertake a Net Community Benefit analysis has been adapted from the Draft Centres Policy (April 2009). In some cases the Evaluation Criteria have been modified or removed to ensure the criteria are meaningful to this Planning Proposal.

Net Community Benefit Evaluation Criteria	Response
Is the LEP located in a global/regional city, strategic centre or corridor nominated within the Metropolitan Strategy or other regional/subregional strategy?	The subject site for this Planning Proposal is within an area covered by the Sydney Metropolitan Strategy and the South West Sub-Regional Strategy for Sydney. These documents identify the subject land as 'Existing Urban Area' and 'New Release Area' respectively.
Is the LEP likely to create a precedent or create or change the expectations of the landowner or other landholders?	The Planning Proposal is in accordance with the established Metropolitan, regional and local planning frameworks, which is supported by Council and the Department of Planning. Therefore, it is not likely to set an undesirable precedent.
Have the cumulative effects of other spot rezoning proposals in the locality been considered? What was the outcome of these considerations?	The Planning Proposal is consistent with the overall broad zoning regime adopted for the Harrington Grove and Harrington Park developments. Accordingly, no cumulative effect of similar spot rezoning proposals is to be expected.
Will the LEP facilitate a permanent employment generating activity or result in a loss of employment lands?	The proposal will not directly facilitate permanent employment growth and will not result in any loss or impact on employment lands. The development of the land however results in considerable local employment.
Will the LEP impact upon the supply of residential land and therefore housing supply and affordability?	The Planning Proposal will increase the supply of residential allotments and therefore have a positive impact on housing affordability and diversity.

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Net Community Benefit Evaluation Criteria	Response
<p>Is the existing public infrastructure (roads, rail, utilities) capable of servicing the proposed site? Is there good pedestrian and cycling access? Is public transport currently available or is there infrastructure capacity to support future public transport?</p>	<p>The subject site is within a major urban growth area of Sydney, which has been comprehensively planned for public infrastructure requirements. The Harrington Park and Harrington Grove developments, along with the Oran Park and Turner Road Precincts of the South West Growth Centre, have or will contribute to the provision of major road upgrades and essential public infrastructure services. In addition, this includes the provision of an extensive public accessible cycling and pedestrian pathway network throughout Harrington Park, Harrington Grove and surrounding areas. Accordingly, there is adequate public infrastructure to accommodate the proposed amendments.</p>
<p>Are there significant Government investments in infrastructure or services in the area whose patronage will be affected by the proposal? If so, what is the expected impact?</p>	<p>As stated above, there are significant investments in infrastructure for the locality. However, any potential increases in patronage resulting from the proposal is not expected to have any actual impact.</p>
<p>Will the proposal impact on land that the Government has identified a need to protect (e.g. land with high biodiversity values) or have other environmental impacts? Is the land constrained by environmental factors such as flooding?</p>	<p>The Harrington Grove site has been comprehensively investigated for environmentally impacts from the overall development. The proposal will reduce the overall footprint of private owned land and ensure a greater portion of the Cumberland Plain Woodland being protected in perpetuity. The proposal does not relate to land affected by flooding.</p>
<p>Will the LEP be compatible/complementary with surrounding land uses? What is the impact on amenity in the location and wider community? Will the public domain improve?</p>	<p>The proposal is compatible and desirably complementary with adjacent land uses, which include urban development in Oran Park to the north. Residential development of the same nature also lies within the subject site. There will be no impacts on amenity or the broader community and the quality public domain area of Harrington Grove and Harrington Park will be maintained.</p>

Net Community Benefit Evaluation Criteria	Response
What are the public interest reasons for preparing the draft plan? What are the implications of not proceeding at that time?	<p>There are three main public interest reasons for progressing the Planning Proposal, including:</p> <ol style="list-style-type: none"> <li>1. The supply of housing will increase, which will have a positive impact on affordability and diversity.</li> <li>2. The public will have access to a significantly larger area of open space that will incorporate the protection of Cumberland Plain Woodland in accordance with an environmental approval issued by DSEWPC.</li> <li>3. Considerable employment during the construction phase of the development and as part of the management of the woodland areas over time.</li> </ol>

There is a significant net community benefit resulting from the Harrington Grove Planning Proposal, particularly as it will increase housing supply in the locality whilst reducing the overall footprint of residential development across Harrington Grove. It will also meet regional objectives to expand housing and it will not adversely impact an environmentally sensitive land as development has been carefully designed to respond to environmental considerations.



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Attachment 1

### **Section B - Relationship to strategic planning framework.**

#### **4. Is the planning proposal consistent with the objectives and actions contained within the applicable regional or sub-regional strategy (including the Sydney Metropolitan Strategy and exhibited draft strategies)?**

Sydney Metropolitan Strategy and the Draft South West Subregional Strategy apply to the area subject to this proposal. It is acknowledged that the Sydney Metropolitan Strategy is currently under review and that the Draft South West Subregional Strategy is yet to be finalised.

Sydney Metropolitan Strategy identifies Harrington Grove as an 'Existing Urban Area'. Sydney Metropolitan Strategy sets broad objectives and actions to guide urban growth.

Relevant key objectives in the Sydney Metropolitan Strategy that relate to the subject land are the provision of housing and protecting the environment. The Planning Proposal is consistent with these objectives as it will deliver increased housing opportunities and better protect the Cumberland Plain Woodland.

The Structure Plan within Draft South West Subregional Strategy identifies the subject site as a 'New Release Area' for urban development. Harrington Grove is a relatively new release area that is identified for urban growth, and in particular residential development.

Relevant key aims in the Draft South West Subregional include:

- Accommodating housing needs of existing and future communities.
- Planning for major housing growth.
- Councils to plan for sufficient zoned land to accommodate their housing target in Principal LEPs.
- Protect and enhance the environmental assets.
- Conserve Sydney's heritage.

The Planning Proposal will result in a minor increase in housing in a planned growth area and will contribute to Council's housing target under the Draft South West Sub-Regional Strategy. In addition, the proposal will facilitate a better environmental outcome for the Cumberland Plain Woodland and rectify an anomaly in the zoning and minimum lot size of the Harrington Park Homestead.

The subject site is consistent with objectives and actions contained within both the Sydney Metropolitan Strategy and the Draft South West Subregional Strategy. Whilst the proposed amendments to Council's LEP are minor in the context of both strategies, the outcomes of this proposal will contribute significantly to achieving the objectives and actions.

#### **5. Is the planning proposal consistent with the local council's Community Strategic Plan, or other local strategic plan?**

There are two local strategic plans relevant to the Planning Proposal, prepared by Camden Council.

Camden 2040 represents the community's vision for the Camden area over the coming three decades and details the strategies that will need to be prioritised by a range of agencies.

groups and individuals in order to achieve this vision. Camden 2040 establishes a strategic framework for the expected large-scale population growth and urban development that is coming to the local government area in the coming decades, under the State Government's Metropolitan Strategy. Furthermore, it identifies the strategies that will be required to achieve balanced and quality environmental, social, economic and governance outcomes for the community and place of Camden.

Camden 2040 includes six key directions as follows:

Key Direction 1	Actively Managing Camden's Growth
Key Direction 2	Healthy Urban & Natural Environments
Key Direction 3	A Prosperous Economy
Key Direction 4	Effective and Sustainable Transport
Key Direction 5	An Enriched and Connected Community
Key Direction 6	Strong Local Leadership

Each Key Direction outlines strategies, responsibilities and performance indicators for measuring success. Further, the relevant objectives to the Planning Proposal include:

- Ensuring greater choice and diversity in housing to meet a range of existing and future community needs.
- A commitment to strong leadership and partnerships in the urban planning and development process that carefully balances environmental, social and economic outcomes.
- Prioritising the protection and enhancement of biodiversity throughout the local government area and South West Growth Centre through the active management and restoration of bushland and riparian corridors.
- Reducing the environmental footprint of residents, businesses, organisations and government agencies in Camden.
- Encouraging and facilitating biodiversity conservation efforts on private lands through effective partnerships, assistance and education.

The objectives of this Planning Proposal are consistent with the strategies outlined in Camden 2040. The proposed changes will ensure that a range of housing options are provided for current and future residents, and will help create a sustainable community set in a natural landscape that ensures environmental impacts are minimised.

Camden Residential Strategy 2008 does not provide a detailed account of the Harrington Grove development but acknowledges it will contribute to a significant increase in the population due to residential development.

#### **6. Is the planning proposal consistent with applicable state environmental planning policies?**

The State Environmental Planning Policies (SEPPs) that are relevant to the Harrington Grove Planning Proposal are identified below.

Relevant SEPP/Deemed SEPP	Consistency of Planning Proposal
SEPP No 1 - Development Standards	The new CLEP 2010 contains provisions that supersede SEPP No.1.

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Relevant SEPP/Deemed SEPP	Consistency of Planning Proposal
SEPP No 55 - Remediation of Land	As part of the previous planning processes to zone the subject land, the site was comprehensively investigated for contamination and Areas of Environmental Concern have been identified. The current proposal does not create a need to undertake any further investigations for contamination.
SEPP (Building Sustainability Index: BASIX) 2004	BASIX will continue to apply to the construction of all residential dwellings.
SREP No 20—Hawkesbury-Nepean River	The development approvals applying to the subject land have considered the requirements of SREP No 20. The proposed amendments mostly reflect development that has already been approved except in the instance where the development in Precinct J has a smaller footprint, and therefore, a better environmental outcome.

**7. Is the planning proposal consistent with applicable Ministerial Directions (s.117 directions)?**

Each s117 Ministerial Direction is listed below with an annotation stating whether it is relevant to the Harrington Grove Planning Proposal and confirming its consistency.

s.117 Direction Title	Applies	Consistency of Planning Proposal
1.1 Business and Industrial Zones	NA	Not applicable
1.2 Rural Zones	NA	Not applicable
1.3 Mining, Petroleum Production and Extractive Industries	NA	Not applicable
1.4 Oyster Aquaculture	NA	Not applicable
1.5 Rural Lands	NA	Not applicable
2.1 Environment Protection Zones	Y	The Planning Proposal is consistent with this Ministerial Direction. The Planning Proposal will not affect the areas within the site that have been identified as environmentally sensitive areas, as determined by site investigation. In addition, a larger area of Cumberland Plain Woodland will be managed under a single management regime.
2.2 Coastal Protection	NA	Not applicable

s.117 Direction Title	Applies	Consistency of Planning Proposal
2.3 Heritage Conservation	Y	The Planning Proposal is consistent with this Ministerial Direction. The proposed rezoning of the northern portion of the Harrington Park Homestead and amendment of the minimum lot size requirement for this allotment will not adversely impact on the heritage significance of the homestead.  In addition, a Heritage Impact Statement has been prepared to ensure there will be no adverse impacts to items of heritage significance.
2.4 Recreation Vehicle Areas	NA	Not applicable
3.1 Residential Zones	Y	The Planning Proposal is consistent with this Ministerial Direction. The Planning Proposal is consistent with the strategic growth policy framework identified for South West Sydney. In addition, the proposal will increase housing choice, have a reduced environmental impact and use existing infrastructure.
3.2 Caravan Parks and Manufactured Home Estates	NA	Not applicable
3.3 Home Occupations	NA	Not applicable
3.4 Integrating Land Use and transport	Y	The Planning Proposal is consistent with this Ministerial Direction. Road infrastructure within the site will be suitable for bus routes and pedestrian/cycle paths will link residential areas within the site to the surrounding areas of Oran Park and Harrington Park.
3.5 Development Near Licensed Aerodromes	NA	Not applicable
4.1 Acid Sulfate Soils	NA	Not applicable
4.2 Mine Subsidence and Unstable Land	NA	Not applicable
4.3 Flood Prone Land	NA	Not applicable

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s.117 Direction Title	Applies	Consistency of Planning Proposal
4.4 Planning for Bushfire Protection	Y	The Planning Proposal is consistent with this Ministerial Direction. Comprehensive bushfire assessments have been undertaken for each residential interface with the woodland and grassland areas. As a result Asset Protection Zones and Bushfire Attack Level construction standards are implemented throughout the development.
5.1 Implementation of Regional Strategies	Y	The Planning Proposal is consistent with this Ministerial Direction. The Planning Proposal applies to an area identified for residential development and will contribute to increasing the supply of housing in the locality.
5.2 Sydney Drinking Water Catchments	NA	Not applicable
5.3 Farmland of State and Regional Significance on the NSW Far North Coast	NA	Not applicable
5.4 Commercial and Retail Development along the Pacific Highway, North Coast	NA	Not applicable
5.6 Development in the vicinity of Ellalong, Paxton and Millfield (Cessnock LGA)	NA	Not applicable
5.9 Second Sydney Airport: Badgerys Creek	NA	Not applicable
6.1 Approval and Referral Requirements	NA	Not applicable
6.2 Reserving Land for Public Purposes	Y	The Planning Proposal is consistent with this Ministerial Direction. It will facilitate the removal of the RE1 zone from privately owned land which is not intended for acquisition by Council.
6.3 Site Specific Provisions	NA	Not applicable
7.1 Implementation of the Metropolitan Strategy	Y	The Planning Proposal is consistent with this Ministerial Direction. It meets objectives of the Metropolitan Strategy through facilitating urban growth by providing residential development as detailed in the Sydney Metropolitan Strategy Map.

### **Section C - Environmental, social and economic impact.**

**8. Is there any likelihood that critical habitat or threatened species, populations or ecological communities, or their habitats, will be adversely affected as a result of the proposal?**

Extensive flora and fauna assessment of Harrington Grove was undertaken at the LES stage of the rezoning process, which confirmed the ecological attributes of the subject site. The assessment classified the level of significance of flora and fauna species found within the site and identified the presence of Cumberland Plain Woodland. Cumberland Plain Woodland has been classified as a threatened species by the NSW Department of Environment, Climate Change and Water.

The proposal will result in an improved conservation outcome for the Cumberland Plain Woodland. It will enable the consolidation of this threaten species into a single management regime, which represents some of the higher quality tracts of Cumberland Plain Woodland within the Harrington Grove development. This has been confirmed by the DSEWPC approval, which consolidates the Cumberland Plain Woodland vegetation into a single tenure and management arrangement.

In light of the above, the Planning Proposal will not result in any adverse environmental impacts.

**9. Are there any other likely environmental effects as a result of the planning proposal and how are they proposed to be managed?**

There are no other likely environmental effects that could result from this proposal. The lands subject to this proposal are not affected by flooding and appropriate bushfire management and protection measures will be implemented as part of existing or any future development approvals. In addition, there are no other contamination or salinity issues that have not been dealt with as part of the overall planning for Harrington Grove and Harrington Park.

**10. How has the planning proposal adequately addressed any social and economic effects?**

Assessment of the economic and social impacts for the overall Harrington Grove development was undertaken as part of the initial rezoning process. Works resulting from the Planning Proposal will create employment during the construction phase of development and will also result in a larger area of publicly accessible land of environmental significance. In addition, it will boost the housing supply in the locality.

It is expected that the proposal will have minor economic and social effects over and above those derived from the whole of the Harrington Grove development. However, these effects will result in positive impacts for the local and wider community.

In addition, Harrington Park is almost fully built-out with residential dwellings and a full complement of community facilities and services have been established for the development.

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**Section D - State and Commonwealth interests.****11. Is there adequate public infrastructure for the planning proposal?**

The subject site is within a major urban growth area of South West Sydney. It abuts the Oran Park and Turner Road Precincts of the South West Growth Centre, with construction of residential land and major public infrastructure provision well underway. In addition, as part of the development of Harrington Grove, there have been significant contributions towards public infrastructure to accommodate the demands of an increased population resulting from the residential development. Public infrastructure for the locality has sufficient capacity to accommodate any increased demand resulting from this proposal and is therefore not considered to affect the level of infrastructure already being provided.

**12. What are the views of State and Commonwealth public authorities consulted in accordance with the gateway determination?**

This section of the planning proposal is to be completed following consultation with the State and Commonwealth Public Authorities identified in the Gateway Determination. There has been no early consultation with State and Commonwealth public authorities other than the DSEWPC, which forms part of the basis for amending CLEP 2010.

DSEWPC determined that the overall environmental outcome of Harrington Grove was deemed appropriate except for the Precinct J area. Following extensive consultation with DSEWPC, an agreement to modify the development proposed for Precinct J that consolidates the Cumberland Plain Woodland within single ownership and under a common management regime was the outcome needed for DSEWPC to issue their environmental approval under the *Environmental Protection and Conservation Act* (Refer to Attachment 4 – DSEWPC Approval).

#### **PART 4 – COMMUNITY CONSULTATION**

The Planning Proposal is considered to be “low impact” as it is consistent with surrounding land uses and the strategic planning framework, and presents no infrastructure issues. Accordingly, an exhibition period of the full Local Plan documentation should extend for a maximum of 14 days.

Community consultation will be commenced by giving notice of the public exhibition of the Planning Proposal:

1. in a newspaper that circulates in the area affected by the Planning Proposal;
2. on the Camden Council website; and
3. in writing to adjoining landowners.

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Attachment 1



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Attachment 1

## CONCLUSION

The Planning Proposal seeks:

1. Rezoning of selected areas to rationalise zone boundaries with cadastre and existing development approvals for subdivision.
2. Amending the minimum lot size of selected areas to enable an approval from DSEWPC and the current development philosophy and approvals applying to Harrington Grove.

An LEP amendment through the Gateway Process is the most appropriate method to effect the intended outcome of this proposal. In addition, the proposal is supported by State and local strategic planning guidelines as well as the statutory planning framework requirements, including Section 117 Directions and State Environmental Planning Policies.

The proposal has a positive outcome for the environment and community. Accordingly, progression of the proposal to the LEP Gateway is sought.

## **ATTACHMENTS**

**Attachment 1 – Site Location Plan**

**Attachment 2 – Amendments to Zoning Map**

**Attachment 3 – Amendments to Lot Size Map**

**Attachment 4 – Letter dated 25 May 2010 by Eco Logical Australia to DSEWPC**

**Attachment 5 – DSEWPC Approval**

**Attachment 6 – Approved Subdivision Plan**

**Attachment 7 – Heritage Impact Statement**

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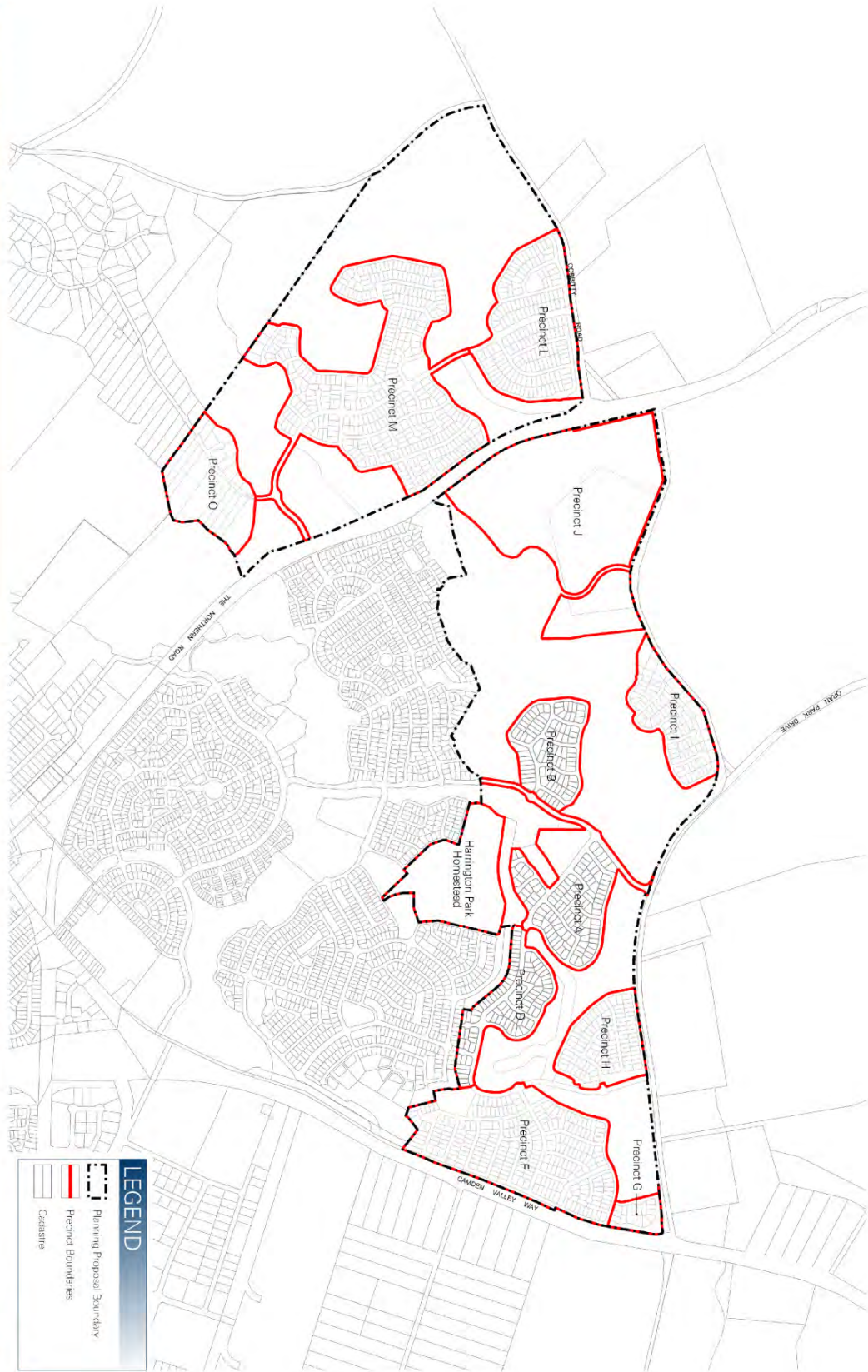
**Attachment 1**

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**Attachment 1 – Site Location Plan**

**Attachment 1**

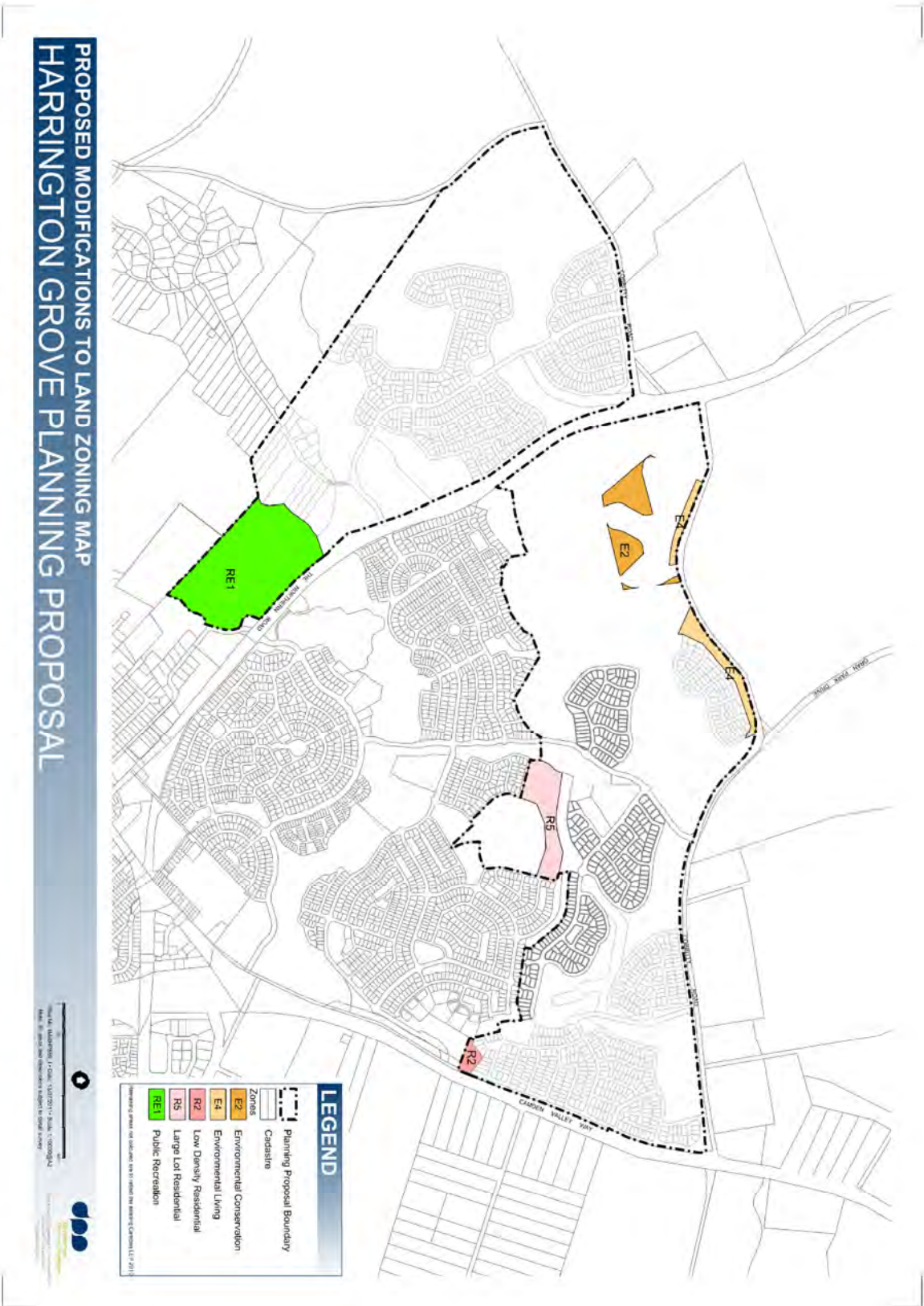
PRECINCTS LOCATION PLAN  
HARRINGTON GROVE PLANNING PROPOSAL



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**Attachment 2 – Amendments to Zoning Map**

**Attachment 1**



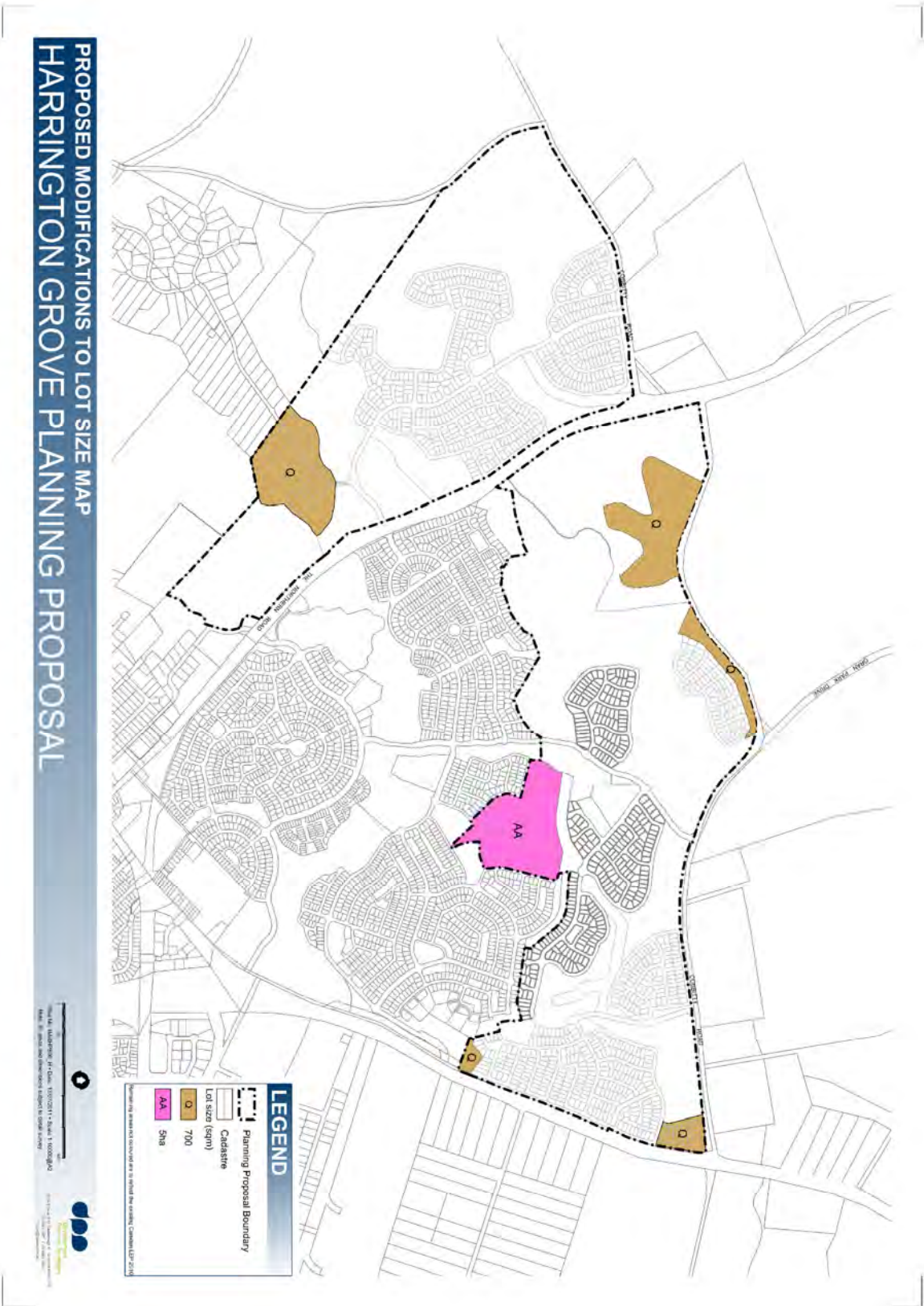
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Attachment 1

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**Attachment 3 – Amendments to Lot Size Map**

**Attachment 1**



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Attachment 1



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**Attachment 4 – Letter dated 25 May 2010 by Eco Logical Australia  
to DSEWPC**

**Attachment 1**



ECO LOGICAL AUSTRALIA PTY LTD  
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Ms Zarni Bear  
SE QLD and NSW Section  
Environment Assessment Branch  
Department of the Environment, Water,  
Heritage and the Arts  
GPO Box 787  
CANBERRA ACT 2601

25 May 2010

Dear Ms Bear,

**Further information in relation to proposed residential development at  
Harrington Grove, Western Sydney (EPBC 2009/4862)**

Please find the following response to your request for additional information in relation to the assessment of the Harrington Grove Residential Development.

***Question 1 –redesign of Precinct J***

The original layout of Precinct J allowed seven housing lots defined within distinct development envelopes. These development envelopes were located to minimise the impact to CPW. Of the 36.77 ha of CPW within Precinct J, approximately 2.72 ha was proposed to be lost through this original layout. However, the only mechanism available for the on-going protection and management of the retained woodland within Precinct J (34.05 ha) was to impose a set of obligations on each of the seven private landowners.

As discussed in the meeting held on 6 April 2010, this mechanism to protect the conservation areas is less favourable from a regulatory perspective compared with public management. For this reason, Precinct J has been re-designed to enable security and on-going management of the retained woodland through council ownership.

The new design of Precinct J is shown at Attachment 1.

The outcome for CPW as a result of this redesign is presented in Table 1. Compared with the original layout, the new design for Precinct J will lead to a further 6.46 ha of loss of CPW. This increase in the impact reflects the need to improve the lot yield of Precinct J to make council management of the conservation areas feasible. Through this revised layout and management arrangement, it is considered that an improved conservation outcome for CPW is achieved.

Development at Harrington Grove will now lead to the loss of around 46 ha of CPW (comprising 16.14 ha of high quality, 24.12 ha of moderate quality, 5.41 ha of low quality and 0.39 ha of very low quality CPW), while providing for the protection and on-going management of around 153 ha. This area of retained CPW comprises over 86% of the higher quality woodland.

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Attachment 1

**Table 1:** Areas of Cumberland Plain Woodlands conserved and lost within Precinct J.

<b>Cumberland Plain Woodlands within Precinct J</b>				
	<b>High</b>	<b>Moderate</b>	<b>Low</b>	<b>Total</b>
Future council reserve	23.25	3.42	0.90	27.57
Development	5.72	3.46	0	9.18
<i>Total</i>	<i>28.97</i>	<i>6.88</i>	<i>0.90</i>	<i>36.75</i>

**Question 2 –covenanting, management and funding of conservation areas**

The redesign of Precinct J will enable transfer of an additional 36 ha of conservation land to Camden Council as public reserve following completion of the CMP program by Dandaloo Pty Ltd.

The key revised figures relating to the development and conservation outcome at Harrington Grove are now approximately:

- 149 ha of development land;
- 132 ha of land managed for conservation purposes by the Harrington Grove Community Association; and
- 101 ha of land managed for conservation purposes by Camden Council.

The conservation areas will be protected and managed in-perpetuity. For the land that becomes the property of the Community Management Scheme, the Community Association must undertake maintenance of the conservation areas in accordance with the CMPs. This is a requirement set out in Section 36 of the Community Management Statement. Under the community title laws, this requirement cannot be changed by the Community Association.

For the land that is transferred as a public reserve to Camden Council, it is proposed that a positive covenant under the *NSW Conveyancing Act 1919* be placed on the title of the land requiring implementation of the CMP. This will ensure that ownership of the land entails management in accordance with the CMP, irrespective of who owns it.

As described in Section 6.4.5 of the Assessment Report, funding requirements associated with implementing the conservation and management activities are set out in Section 7 of the CMPs. For the land that becomes the property of the Community Management Scheme, the Community Association will obtain the necessary management funding through the levies which will be paid by each resident on an annual basis.

Camden Council is required to fund the management of the land transferred as a public reserve, in accordance with the *Local Government Act 1993*. Although the redesign of Precinct J will impose additional costs on Camden Council, the redesign will also provide additional revenue to fund these costs through council rates as a result of the increased lot yield.

**Question 3 – additional research funding**

Dandaloo Pty Ltd have made a \$150,000 contribution which was originally proposed to fund a CPW corridor study. This money has been provided to the NSW DoP and the study was expected to be coordinated by NSW DECCW.

We understand that this CPW corridor study is now being delivered by development within the Sydney Growth Centres. As a result, DoP and DECCW are currently discussing options for spending these funds on other recovery actions relating to CPW.

Dandaloo Pty Ltd are now prepared to commit an additional \$150,000 of research funding. As discussed at the meeting on 6 April 2010, it is proposed that this money go towards the implementation of a recovery action consistent with the Draft Cumberland Plain Recovery Plan (DECCW, 2009) and that this activity be undertaken on-site at Harrington Grove. This additional funding will be combined with the initial \$150,000 to resource a more substantial CPW recovery project.

With this funding we propose to establish a best-practice direct seeding restoration site with the overall objective of developing a mechanism to significantly increase the diversity of species used in CPW revegetation works. A key strategy to achieve this objective will be the inclusion of herbaceous species that are typically not used in revegetation works due to their limited seed set and difficulties in seed selection. Improvements such as these in restoration techniques will contribute significantly to the successful recovery of areas of CPW and is particularly applicable in light of the extensive revegetation works that are proposed to undertaken as part of the Sydney Growth Centres. This project would be undertaken in consultation with Camden Council.

This project would address the following recovery actions identified in the Draft Recovery Plan:

- 2.1:** Preferentially target any future investment associated with the management of the Cumberland Plain's threatened biodiversity to the priority conservation land where practicable
- 2.2:** Support and promote the adoption of best practice standards for bushland management and restoration on public and private lands within the Cumberland Plain
- 3.4:** Work collaboratively with local government authorities to inform communities about the value and role of remnant vegetation on the Cumberland Plain, the best practice standards for its management, and any opportunities to participate in the recovery program
- 3.6:** Establish and promote best practice demonstration sites for the recovery plan's threatened biodiversity

Please do not hesitate to contact me if you have any further questions.

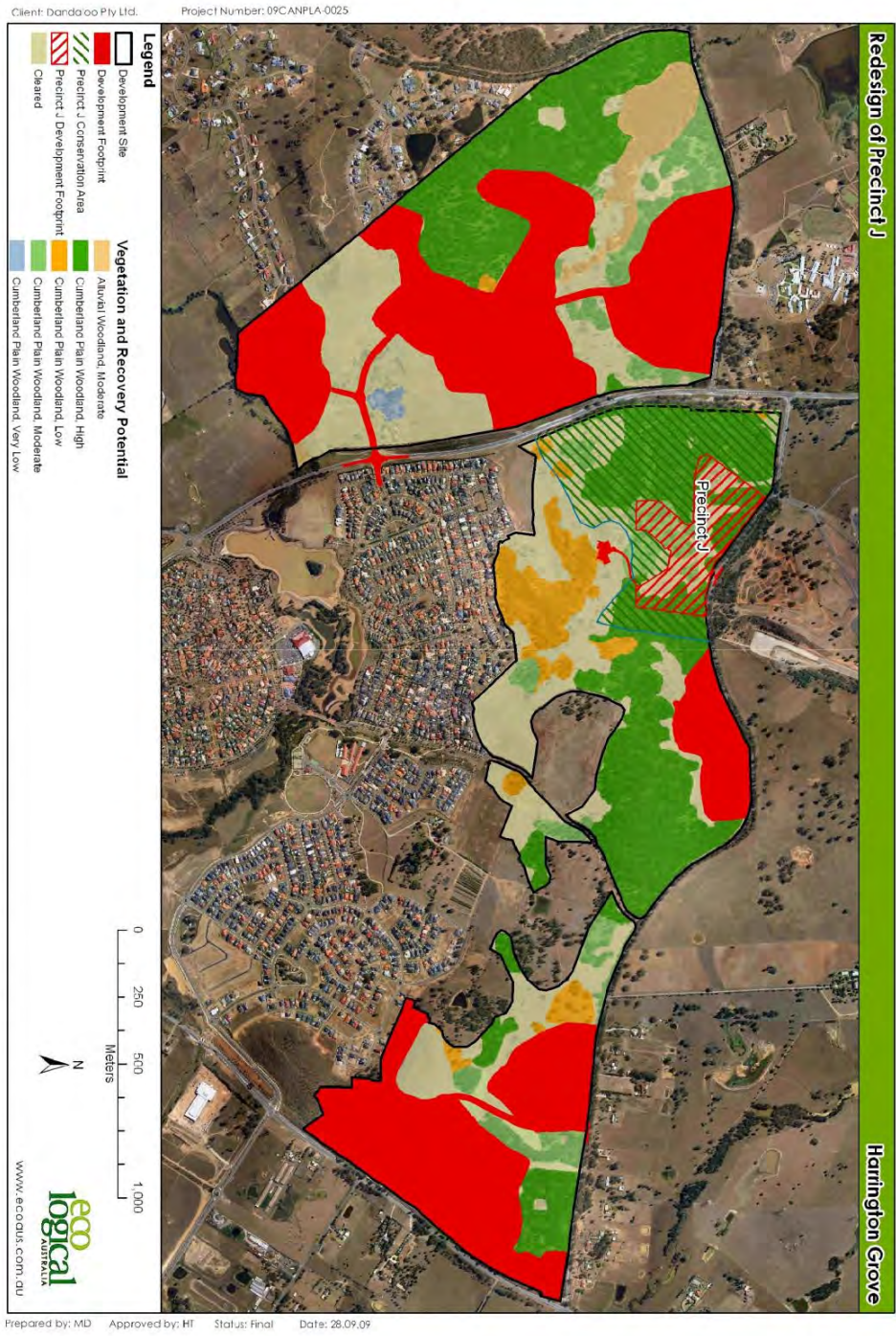
Yours sincerely,



**Steve House**  
**Director**

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Attachment 1



**Attachment 5 – DSEWPC Approval**

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## Australian Government

Department of the Environment, Water, Heritage and the Arts

### Approval

Harrington Grove Residential Development, western Sydney, NSW (EPBC 2009/4862)

This decision is made under sections 130(1) and 133 of the *Environment Protection and Biodiversity Conservation Act 1999*.

#### Proposed action

person to whom the approval is granted	Dandaloo Pty Ltd
proponent's ACN (if applicable)	ACN: 002338543
proposed action	A residential development of approximately 900 lots located at Harrington Grove, western Sydney, NSW.

#### Approval decision

Controlling Provision	Decision
Listed threatened species and communities (sections 18 & 18A)	Approved

conditions of approval This approval is subject to the conditions specified below.

expiry date of approval This approval has effect until 2039.

#### Decision-maker

name and position	Michelle Wicks Assistant Secretary Environment Assessment Branch
signature	
date of decision	24 June 2010

## Approval Conditions

No	Condition
1	<p>The person taking the action must carry out the action in accordance with the conditions of this approval and as described in the referral documentation dated 16 April 2009, Preliminary Documentation dated 29 November 2009, the Planning Agreement with NSW Department of Planning (reference 15266/15343/80056275) and the additional information dated 25 May 2010. Where the referral, Preliminary Documentation, planning agreement and/or additional information and these conditions are contradictory, these conditions shall prevail to the extent of the contradiction.</p>
2	<p>Prior to works commencing, the person taking the action must demonstrate in writing to the Minister that a conservation covenant or covenants have been registered on the titles of all land identified as 'Community Reserve', 'Council Reserve' and 'Cultural Landscape' on Annexure 1. The conservation covenant/s must provide for the protection and active management of Cumberland Plain Woodlands and other matters of national environmental significance in perpetuity.</p> <p>Works may not commence until the Minister has notified the person taking the action, in writing, that the Minister is satisfied with the covenant and how it will protect and provide for the active management of Cumberland Plain Woodlands and other matters of national environmental significance in perpetuity.</p>
3	<p>Prior to the works commencing, the person taking the action must provide in writing to the Minister for approval a plan that includes a detailed schedule of expenditure for management activities and associated outcomes that will aid active recovery of Cumberland Plain Woodlands (CPW) on-site. The plan must demonstrate how no less than \$150,000 will be spent on on-ground recovery of CPW on-site. Activities are to complement the objectives of the draft <i>NSW and National Recovery Plan – Cumberland Plain Recovery Plan</i>. Activities and funding outlined in this plan must be demonstrated as being additional to that required by other approval conditions and already committed to in the Harrington Grove West Conservation Management Plan and Bushfire Management Plan, the Harrington Grove East Conservation Management Plan and Bushfire Management Plan and the \$150,000 contribution to conservation in accordance with the Planning Agreement with NSW Department of Planning.</p> <p>The plan is to include a monitoring and reporting component to measure and report the success of proposed outcomes.</p> <p>The plan must be implemented and outcomes reported to the department annually until such time as it is demonstrated that the activities and associated outcomes have been achieved to the satisfaction of the Minister.</p> <p>Works may not commence until the Minister has notified the person taking the action, in writing, that the Minister is satisfied with the proposed plan.</p>
4	<p>The person taking the action must undertake the action in accordance with the Voluntary Planning Agreement with Camden Council, dated 22 August 2008, specifically the implementation of the Harrington Grove West Conservation Management Plan and Bushfire Management Plan (August 2007) and the Harrington Grove East Conservation Management Plan and Bushfire Management Plan (August 2007).</p> <p>Any change, that has potential to have any impact to matters of national environmental significance and made prior to the transfer of conservation land to community or council ownership (as detailed in the Voluntary Planning Agreement with Camden Council), to:</p> <ol style="list-style-type: none"> <li>the Harrington Grove West Conservation Management Plan and Bushfire Management Plan (August 2007) and the Harrington Grove East Conservation Management Plan and Bushfire Management Plan (August 2007); or</li> <li>the elements of the Voluntary Planning Agreement which relate to the implementation of the Harrington Grove West Conservation Management Plan and Bushfire Management</li> </ol>



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	Plan (August 2007) and the Harrington Grove East Conservation Management Plan and Bushfire Management Plan (August 2007); requires the approval of the Minister. Approval of any amendment must be obtained by the Minister in writing prior to implementation of the amendment.
5	<p>The person taking the action must ensure that the Community Management Statement requires the Harrington Grove Community Association and Camden Council to manage and maintain their respective transferred land, as defined in Annexure 1 and 2, in accordance with the Harrington Grove West Conservation Management Plan and Bushfire Management Plan (August 2007) and the Harrington Grove East Conservation Management Plan and Bushfire Management Plan (August 2007).</p> <p>Any change, that has potential to have any impact to matters of national environmental significance and made prior to the transfer of conservation land to community or council ownership (as detailed in the Voluntary Planning Agreement with Camden Council), to:</p> <p>a) the Harrington Grove West Conservation Management Plan and Bushfire Management Plan (August 2007) and the Harrington Grove East Conservation Management Plan and Bushfire Management Plan (August 2007); or</p> <p>b) the elements of the Community Management Statement which relate to the implementation of the Harrington Grove West Conservation Management Plan and Bushfire Management Plan (August 2007) and the Harrington Grove East Conservation Management Plan and Bushfire Management Plan (August 2007);</p> <p>requires the approval of the Minister. Approval of any amendment must be obtained by the Minister in writing prior to implementation of the amendment.</p>
6	The person taking the action must ensure that any element of the Voluntary Planning Agreement with Camden Council, the Community Management Statement or conservation management plans that deal with management of conservation land include reference and equal level of protection and management to the conservation land to be dedicated to Camden Council as shown on Annexure 2.
7	Within 10 days of <b>commencement of the action</b> , the person taking the action must advise the <b>department</b> in writing of the actual date of commencement.
8	If, after 3 years from the date of this approval, the person taking the action has not <b>substantially commenced</b> the action to the satisfaction of the <b>Minister</b> , the person taking the action must obtain the written agreement of the Minister to commence or continue taking the action.
9	Upon the direction of the Minister, the person taking the action must ensure that an independent audit of compliance with the conditions of approval is conducted and a report submitted to the Minister. The independent auditor must be approved by the Minister prior to the commencement of the audit. Audit criteria must be agreed to by the Minister and the audit report must address the criteria to the satisfaction of the Minister.
10	If the person taking the action wishes to carry out any activity otherwise than in accordance with the plans, reports or strategies referred to in this approval, the person taking the action must submit for the Minister's approval a revised version of any such plan, report or strategy. The varied activity shall not commence until the Minister has approved the varied plan, report or strategy in writing. If the Minister approves such a revised plan, report or strategy, that plan, report or strategy must be implemented in place of the plan, report or strategy originally approved.
11	If the Minister believes that it is necessary or desirable for the better protection of listed threatened species and ecological communities to do so, the Minister may request that the person taking the action make specified revisions to the plans, reports or strategies approved pursuant to the conditions of this approval and submit the revised plan, report or strategy for the Minister's approval. The person taking the action must comply with any such request. The revised approved plan, report or strategy must be implemented. Unless the Minister has approved the revised plan, report or strategy, then the person taking the action must

	continue to implement the plan, report or strategy originally approved under this approval.
12	Within three months of every 12 month anniversary after the commencement of the action, the person taking the action must submit to the department an annual report addressing compliance with each of the conditions of this approval, including implementation of any management plans that have been approved by the Minister. Annual reports must be provided until the Minister is satisfied that the person taking the action has complied with all conditions of this approval.
13	The person taking the action must maintain accurate records substantiating all activities associated with or relevant to the conditions of this approval, including measures taken to implement the management plans required by this approval, and make them available upon request to the department. Such records may be subject to audit by the Department or an independent auditor in accordance with section 458 of the EPBC Act, or used to verify compliance with the conditions of approval. Summaries of audits will be posted on the Departments website. The results of audits may also be publicised through the general media.

**Definitions:**

**Commencement of action:** Undertaking of any activity identified below under the definition of works.

**Department:** The Australian government Department responsible for the *Environment Protection and Biodiversity Conservation Act 1999*.

**Minister:** The Minister responsible for the *Environment Protection and Biodiversity Conservation Act 1999*.

**Substantially commenced:** the commencement of the cutting down, felling, thinning, logging, removing, killing, destroying, poisoning, ringbarking, uprooting or burning of native vegetation within Precincts E, F, G, H, I, J, L, M or O.

**Works:** Includes any preparatory works required to be undertaken including clearing vegetation, the erection of any onsite temporary structures and the use of heavy equipment for the purpose of breaking the ground for buildings or infrastructure.

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**PRECINCT J PUBLIC RESERVE DEDICATION PLAN  
HARRINGTON GROVE EAST**

  
Plan No: (H/2011) • Date: (23/08/11) • Scale: (1:10000)  
Note: All areas and dimensions subject to detailed survey.

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**Attachment 6 – Approved Subdivision Plan**

**Attachment 1**



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**Attachment 7 – Heritage Impact Statement**

**Attachment 1**

# Heritage Impact Statement for subdivision plan of the Harrington Park Homestead Lot

Harrington Park, Camden, NSW



prepared for  
Dandaloo

to accompany DA submission to  
Camden Council and  
NSW Heritage Office

July 2011  
REF: 0825:HIS  
Issue 03

### Tropman & Tropman Architects

Architecture Conservation Landscape Interiors Urban Design Interpretation  
55 Lower Fort Street Sydney NSW 2000 Phone: (02) 9251 3250 Fax: (02) 9251 6109  
Website: [www.tropmanarchitects.com.au](http://www.tropmanarchitects.com.au) Email: [tropman@tropmanarchitects.com.au](mailto:tropman@tropmanarchitects.com.au)  
TROPMAN AUSTRALIA PTY LTD ABN 71 088 542 885 INCORPORATED IN NEW SOUTH WALES  
Lester Tropman Architects Registration: 3786 John Tropman Architects Registration: 5152





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**Tropman & Tropman Architects**Heritage Impact Statement for subdivision plan to the  
Harrington Park Homestead Lot, Harrington Park, NSWi  
Ref: 0825:HIS  
July 2011**Report Register**

The following table is a report register tracking the issues of the *Heritage Impact Statement for the subdivision plan of the Harrington Park Homestead Lot* prepared by Tropman & Tropman Architects. Tropman & Tropman Architects operate under a quality management system, and this register is in compliance with this system.

Project Ref No.	Issue No.	Description	Prepared by	Checked by	Issued To	Issue Date
0825:HIS	01	Harrington Park Homestead Lot Subdivision Draft Heritage Impact Statement	Joanne Lloyd	Lester Tropman	Terry Goldacre Darren Youens Via Email	04.03.11
0825:HIS	02	Harrington Park Homestead Lot Subdivision Final Heritage Impact Statement	Joanne Lloyd	Lester Tropman	Terry Goldacre Darren Youens Via Email	15.03.11
0825:HIS	03	Harrington Park Homestead Lot Subdivision Final Heritage Impact Statement	Christine Plewinski	Lester Tropman	Terry Goldacre Darren Youens Via Email	08.07.11

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## 1.0 INTRODUCTION

### 1.1 Brief

This Heritage Impact Statement has been prepared for the proposed subdivision of the Harrington Park Homestead Lot of the Harrington Park Homestead Estate located at Harrington Park near Camden. This report has been prepared for Dandaloo for submission to the NSW Heritage Office and Camden Council. The aim of this report is: to review the proposed subdivision and to produce a statement of heritage impact relating to heritage issues for the Harrington Park Homestead Lot.

### 1.2 Development Proposal

The proposal seeks to subdivide a portion of the northern edge of the homestead lot. No changes to the heritage curtilage are proposed.

### 1.3 Author Identification

This report has been prepared by:

Tropman & Tropman Architects:  
Lester Tropman Director, Architect, Heritage Conservation Consultant, Landscape Architect  
Joanne Lloyd Project Manager (Heritage and Interpretation)

### 1.4 Methodology

The method for the Heritage Impact Statement follows that set out in the "NSW Heritage Manual" Update August 2000 produced by the NSW Heritage Office. The method is outlined below:

#### **Heritage Impact Statement**

The statement of heritage impact should identify what impact the proposed works will have on the significance of the item/site, what measures are proposed to mitigate negative impacts and why more sympathetic solutions are not viable. Recommendations are developed in order to maintain the heritage significance of the site.

### 1.5 Study Area

The study area is the Harrington Park Homestead Estate Lot. Refer to the following figures.

For the purposes of this study, the **local** area refers to the council area of Camden. The **state** refers to the state of New South Wales.

### 1.6 Cultural Significance

The Harrington Park Homestead Estate has State significance as one of the earliest Cowpasture Homesteads that became a Gentleman's residence on the Cumberland Plain. The Harrington Park Homestead Estate continues to be a landmark and a focus in the Camden Valley as part of the cultural landscape of scenic setting, remnant pastureland, residential development and open space.

The Homestead, associated structures, gardens, landscape features, grazing paddocks and surviving contextual setting have historical, social, aesthetic and technical significance to the State of New South Wales.

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The Harrington Park Homestead is a significant example of an early two storey country residence with generally intact interior. Alterations and additions to original are superficial. Its architectural quality, setting and its connection with William Campbell, an important settler, mariner and trader; Abraham Davy, for restoring the gentrification of the Homestead; the Rudd/Bretton family for using the place to express their social status; and Sir Warwick and Lady Mary Fairfax for their use of the place to pursue and develop their cultural interests, make it a property of great importance.

*Tropman & Tropman Architects, Harrington Park Homestead Estate Conservation Management Plan, 2006, pg.115.*

**1.7 Previous Reports, Available Information and References**

This report should be read in conjunction with the following documentation:

- Tropman & Tropman Architects, 2006, *Harrington Park Homestead Estate Conservation Management Plan.*
- Colleen Morris and Geoffery Britton for the National Trust of Australia (NSW), 2000, *Colonial Landscapes of the Cumberland Plain*
- Australia ICOMOS 2000, Australia ICOMOS *Charter for the Conservation of Cultural Significance (The Burra Charter) and Guidelines to the Burra Charter: Cultural Significance, Conservation Policy, and Undertaking Studies and Reports*, Australia ICOMOS, ACT.
- Heritage Office 2001, *Assessing Heritage Significance*, Heritage Office, Sydney.
- Heritage Office, *Statements of Heritage Impact Guideline*, Heritage Office, Sydney.

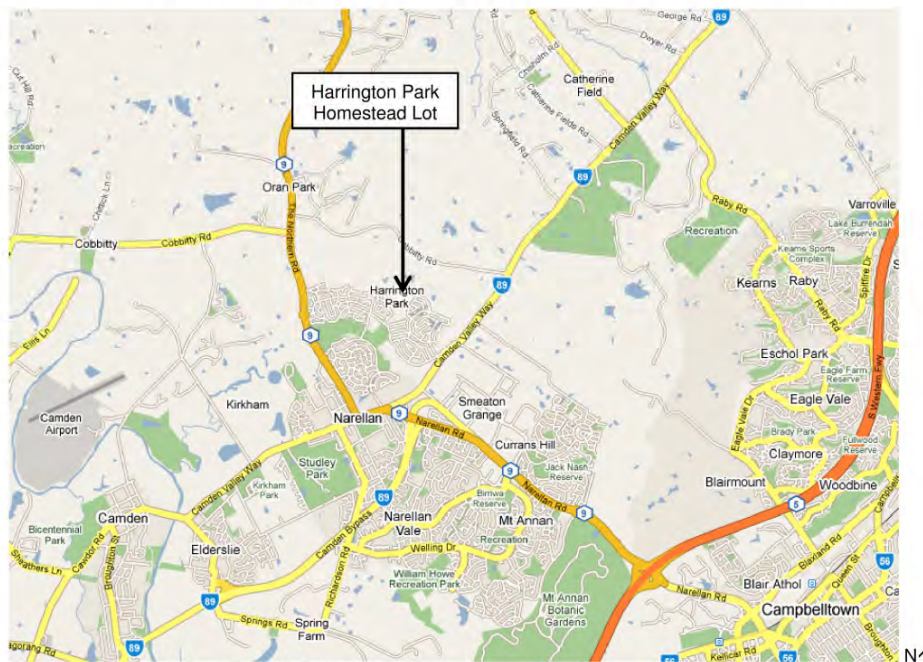


Figure 1: Location Plan. Subject site is circled. www.maps.google.com.au

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N↑

Figure 2: 2008 aerial image of the subject property. [www.maps.google.com.au](http://www.maps.google.com.au).

Harrington Park  
homestead lot



N↑

Figure 3: 2008 aerial image of the subject property. [www.maps.google.com.au](http://www.maps.google.com.au).

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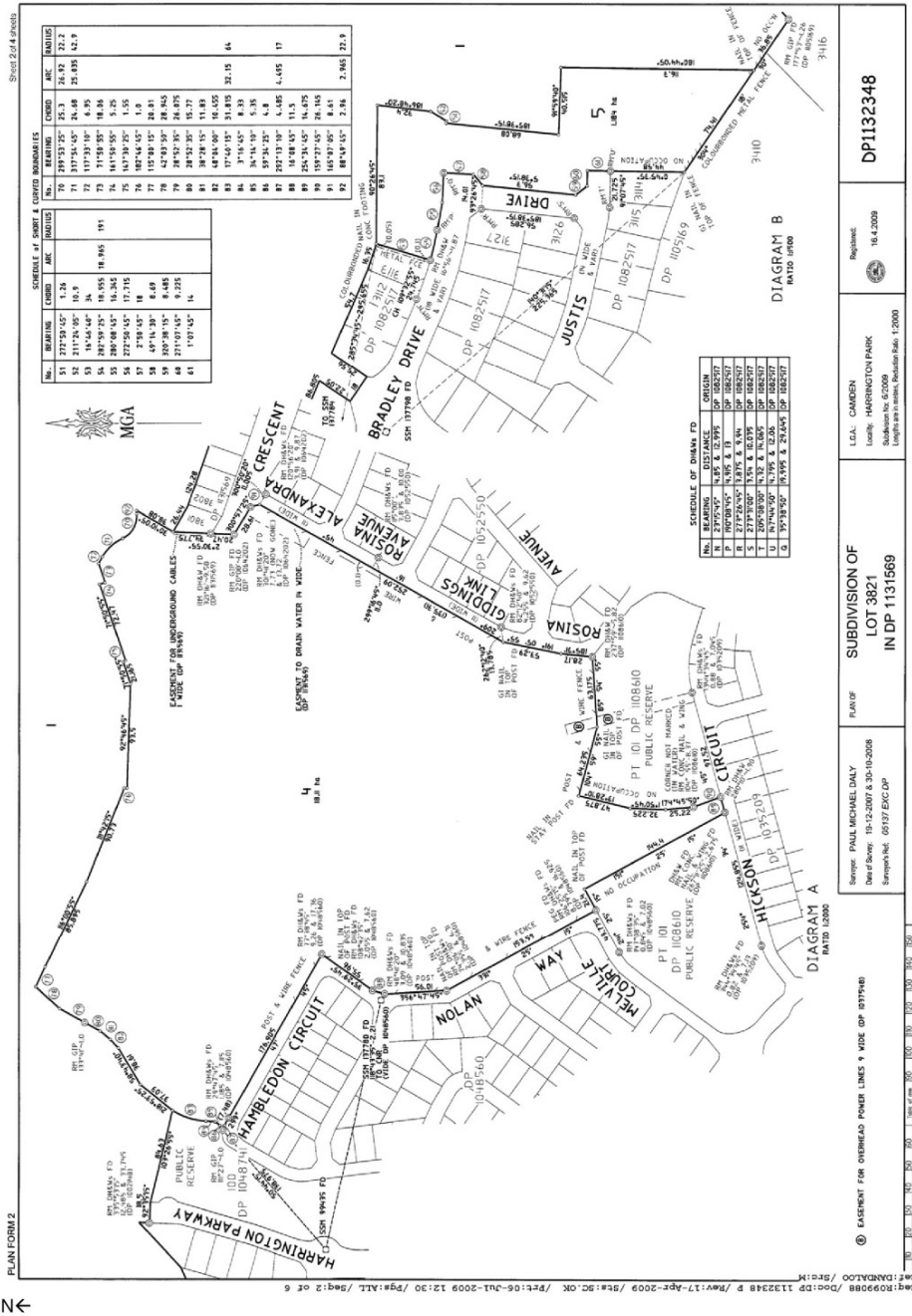


Figure 4: Harrington Park Plan showing existing homestead lot. Source: Harpak.

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Figure 5: State Heritage Register map showing extent of Harrington Park Homestead curtilage.

**2.0 HARRINGTON PARK HOMESTEAD SETTING**

The landscape setting of the Harrington Park homestead and gardens is based on the Summit Model. The homestead is located on a knoll in the centre of the estate and is a landmark feature in the landscape framed by mature plantings. (See Morris & Britton *Colonial Landscapes of the Cumberland Plain*; pp.126-128 for further details).

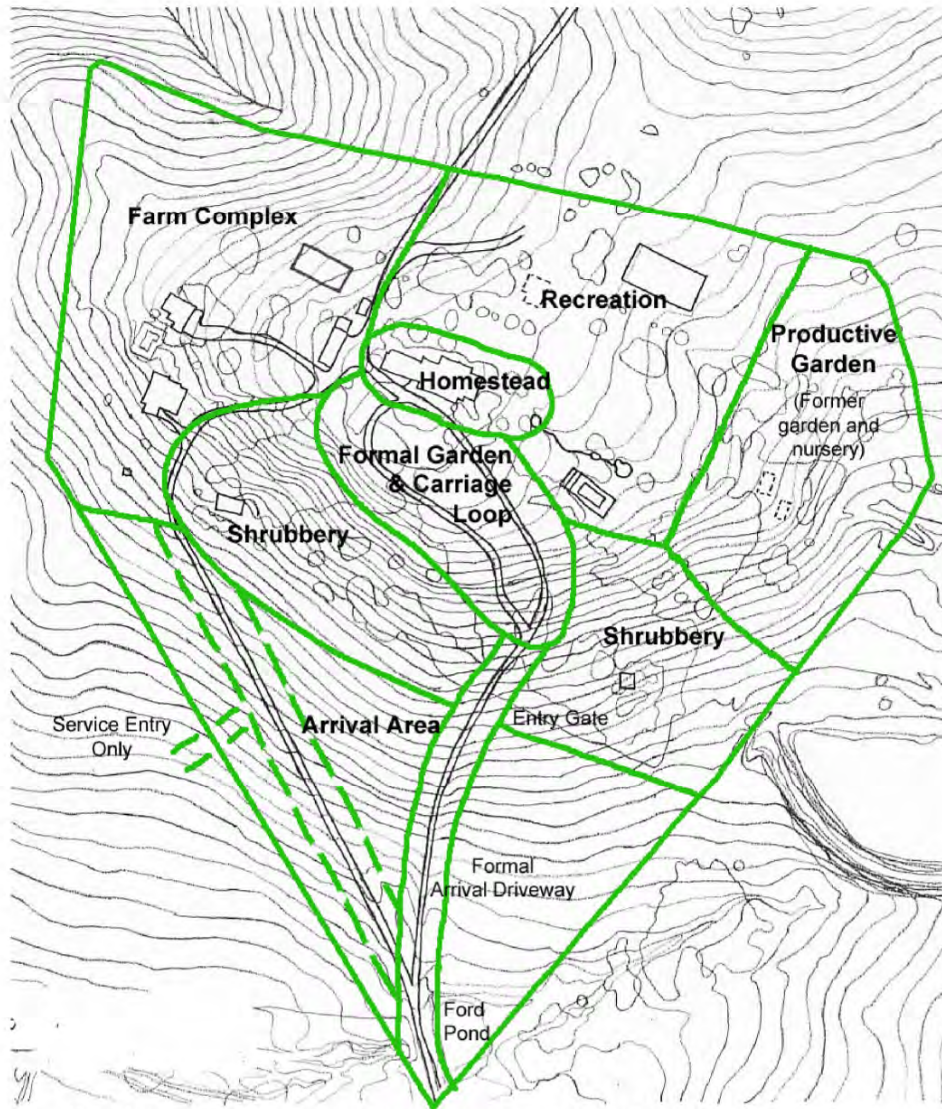


Figure No.6: Areas of the Homestead complex. (Harrington Park CMP, Fig 47, Pg 64.)



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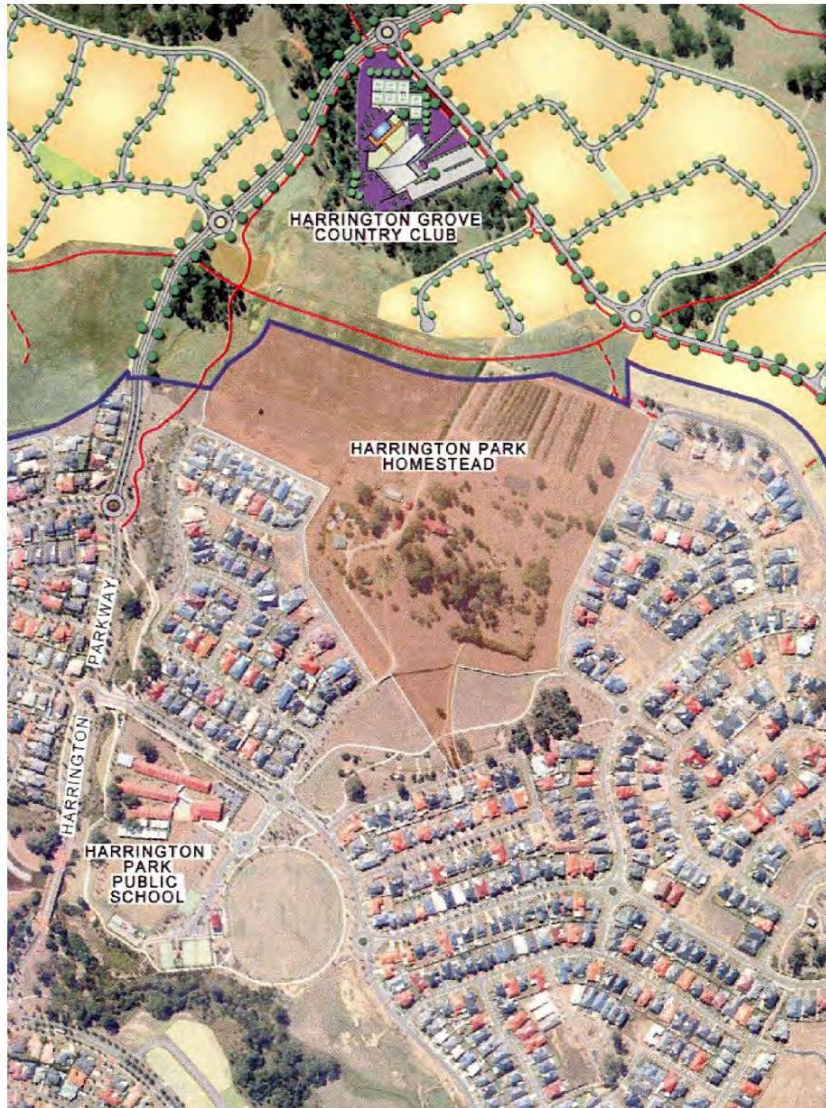


Figure 7: Masterplan showing Harrington Park Homestead and the proposed cycle track (in red)

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Figure 8: Significant views and vistas from Harrington Park Homestead. (Harrington Park CMP. Fig 131. Pg 125.)

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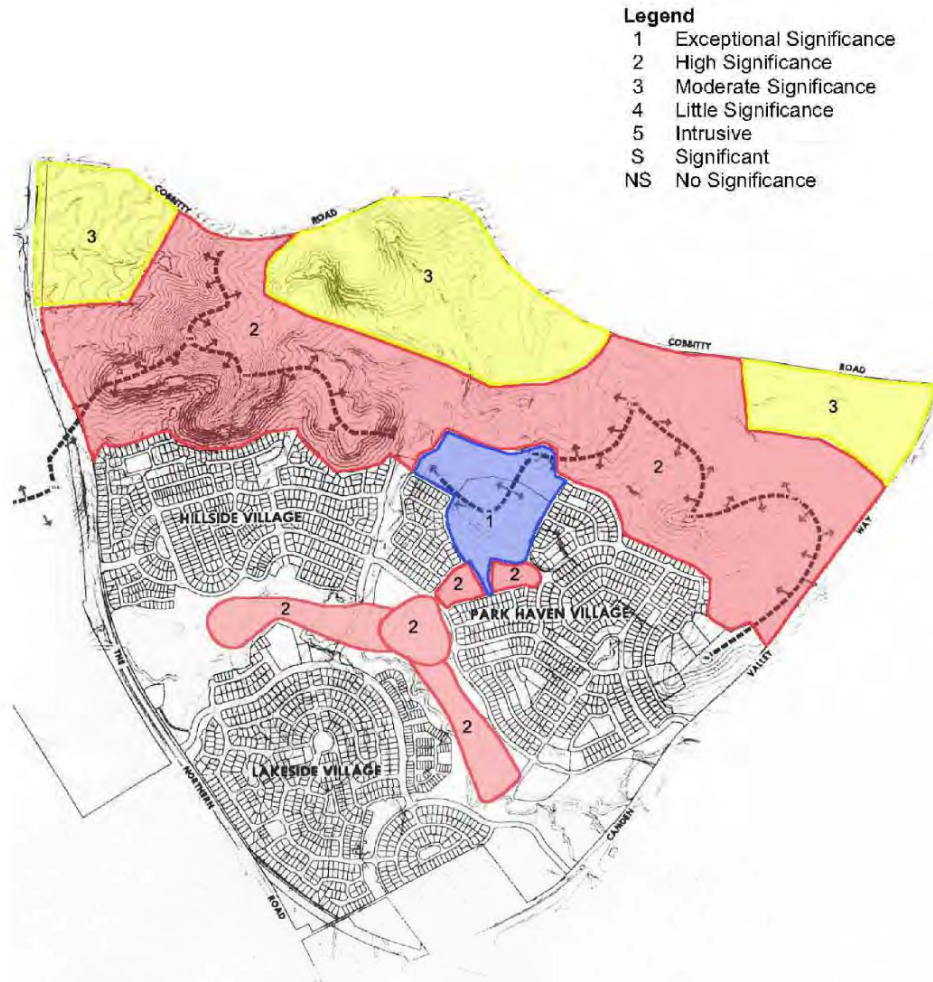
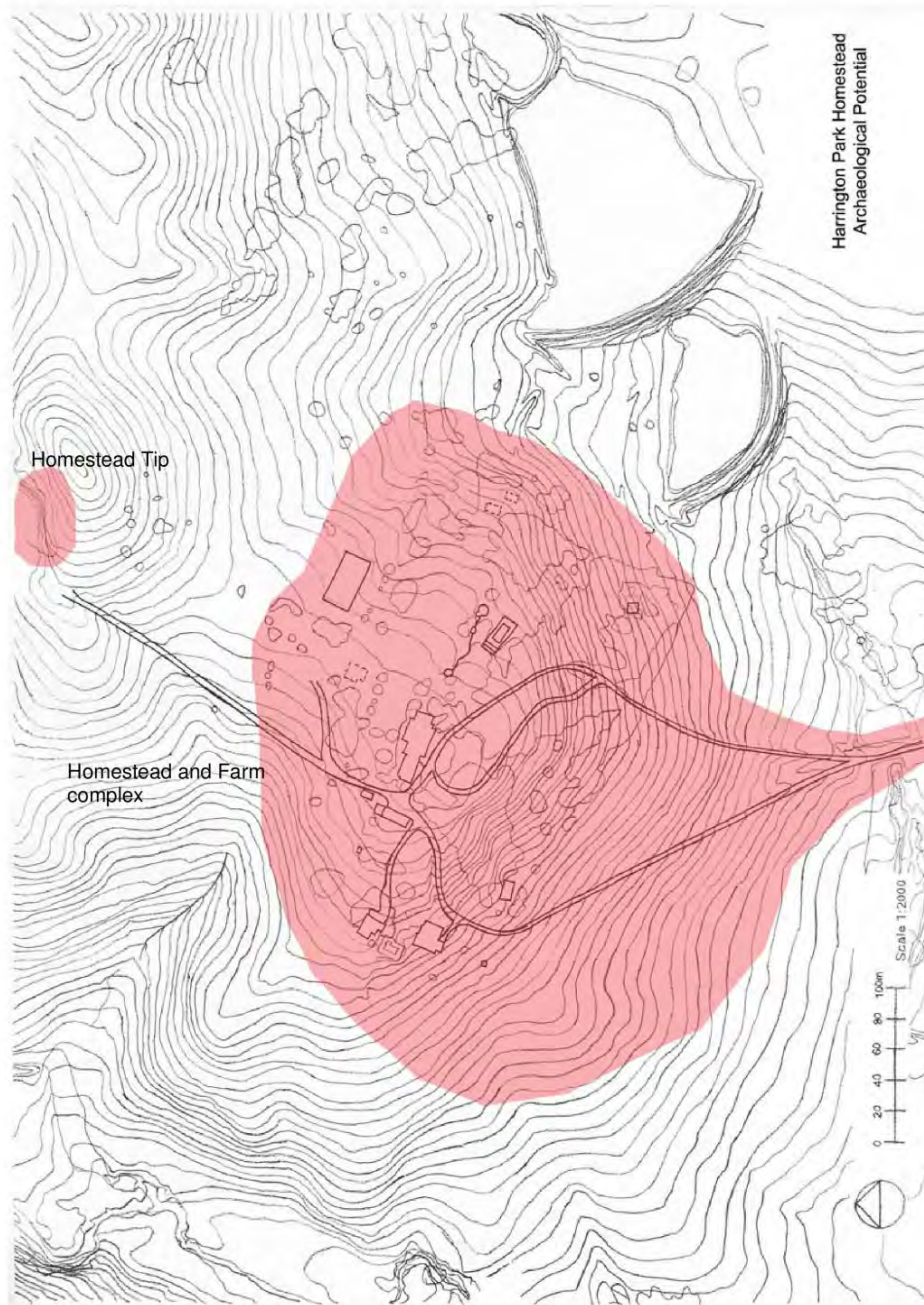


Figure 9: Levels of significance in Harrington Grove East. (Harrington Park CMP, Fig 126. Pg 118.)

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N←  
Figure 10: Archaeological potential around the Harrington Park Homestead. Archaeological potential is also located along the former entrance routes from Cobbitty Road and Camden Valley Way. (Harrington Park CMP. Fig 93. Pg 84.)

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Figure 11: 1947 aerial of the site and surrounding area showing the early fence lines and road ways. (Harrington Park CMP. Fig 106. Pg 93. Source: Department of Lands).  
N ↑



Figure 12: 1966 aerial of the site showing the early fence lines and road ways around the homestead. (Harrington Park CMP. Fig 107. Pg 94. Source: Department of Lands).

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Figure 13: 1990s aerial of the site and surrounding area showing the fence lines and road ways around the homestead. (Source: Harpak).

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Figure 14: Detail of the 1990s aerial of the site and surrounding located in Figure 13. Note the area surrounding the homestead forming part of its arrival sequence, setting and recreational grounds is mowed lawn. The shed located near the tennis court to the north of the homestead is also visible. (Source: Harpak).

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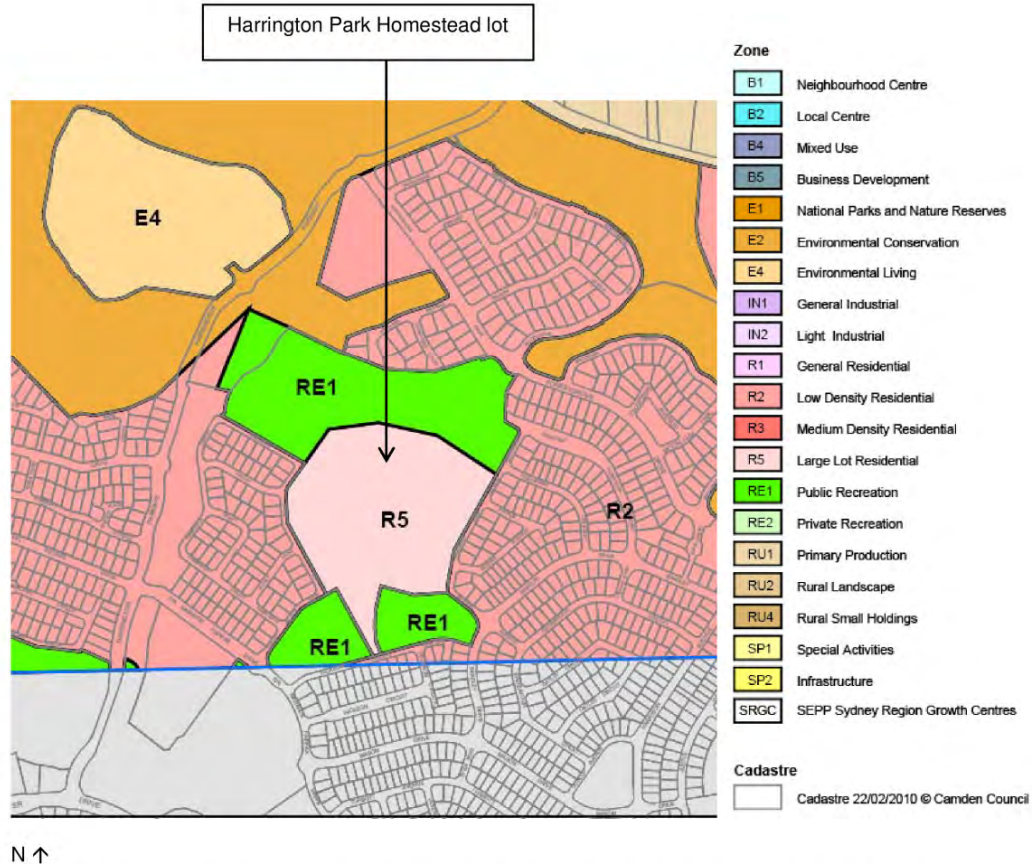


Figure 15: Camden Council Zoning Map 2010. (Source: Camden Council Local Environmental Plan 2010, Land Zoning Map, Sheet LZN\_007).

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**3.0 COMPLIANCE OF THE PROPOSED SUBDIVISION WITH THE CONSERVATION MANAGEMENT POLICIES**

Please note only those policies relevant to this study have been included.

<b>Policy</b>	<b>Compliance of Proposal</b> Complies Capable of Complying Not Complying	<b>Discussion</b>
Tropman & Tropman Architects, <i>Harrington Park Homestead Estate Conservation Management Plan, 2006</i>		
<b>7.2 Subject Site</b>		
7.2.1 General		
7.2.1.1 The character of the subject site, which is that of a partly subdivided rural estate, should be managed to maintain the enclosure of the homestead by landscaped gardens, grazing paddocks and hedging. The original setting which relates to the topography, open space and distant views in the vicinity of the homestead should be conserved.	Complies	The portion of land proposed to be subdivided from the northern edge of the Harrington Park Homestead Lot is proposed to form part of the open space area that exists to the north of the homestead and to allow the retention of the established plant nursery that exists on the site.  The identified views are maintained in this proposal.
7.2.1.6 The area surrounding and including Harrington Park Homestead and the farm complex are of exceptional significance. Development in this area is limited and should be managed and guided to maintain significant values.	Complies	This area is being managed by the heritage curtilage zone.
7.2.1.7 Development in the vicinity of the subject site should be carefully monitored, adapted or refused to ensure there is minimal negative impact on the significance of the subject site.	Complies	The northern portion of the existing homestead lot proposed to be subdivided from the property is proposed to be maintained as heritage curtilage as well as maintaining the existing nursery to the north of the homestead.
7.2.1.10 The relationship between the subject buildings and landscape areas should be retained.	Complies	The identified views to the surrounding landscape are maintained.
7.2.1.14 The curtilage to the Estate should be respected and conserved.  Discussion: The surrounding paddocks and gardens provide the setting for the estate, especially the homestead and its gardens. They contribute to the significance of the Harrington Grove East and aid in its interpretation as a rural property. Development in this area should be strictly limited and controlled to maintain and continue to enhance the existing functions, landscape character and use. It is noted that the paddocks to the east, south-west have been developed for villages of Harrington Park.	Complies	No change is proposed to the heritage curtilage of the estate. No change of use is proposed for the portion of land to be subdivided from the homestead lot. This portion of the land is to be maintained as part of the heritage curtilage with retention of the existing nursery.

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Policy	Compliance of Proposal	Discussion
Tropman & Tropman Architects, <i>Harrington Park Homestead Estate Conservation Management Plan, 2006</i>	Complies Capable of Complying Not Complying	
7.2.3 Homestead Complex	Complies	The views, topography and bushland are retained in a coherent pattern to maintain and respect the Harrington Park Homestead's setting and context.
7.2.3.1 Development in the paddocks immediately surrounding the homestead should be strictly limited and controlled to maintain and continue to enhance the existing functions, landscape character and use.	Complies	The views, topography and bushland are retained in a coherent pattern to maintain and respect the Harrington Park Homestead's setting and context.
<b>7.3 Subject Landscape</b>		
7.3.4 The relationship between the homestead, north knoll, saddle and paddocks, and the east, south and west paddocks should be maintained.	Complies	These relationships are maintained in this proposal by the heritage curtilage and public reserves.
7.3.5 The hills behind the homestead should not be obscured from the homestead. They should remain the dominant skyline landform element framing and providing a backdrop to the homestead.	Complies	The views to the hills are maintained in this proposal by the heritage curtilage.
7.3.7 There is limited opportunity for development along the north escarpment and ridge. Built development should be restricted so that the ridge line is not broken and views and vistas as shown in CMP fig.126 are retained to maintain the broad landscape setting.	Complies	The ridge line and the significant views and vistas are maintained in this proposal by the heritage curtilage.
7.3.21 Appropriate controls should be developed to maintain the landscape character and to guide future development in areas of adjacent properties identified as falling within the broad heritage curtilage and current boundaries of Harrington Park.	Capable of complying	Controlled by Council DCP and the requirements of the Conservation Management Plan and the heritage curtilage as the existing house is under the same zone.

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#### 4.0 HOMESTEAD LOT NORTH BOUNDARY OPTIONS

It is proposed to subdivide a portion of land from the northern extent of the existing Harrington Park Homestead lot. The purpose of the subdivision is to ensure that the existing uses (nursery and open space) are maintained in the future. No changes to the heritage curtilage or use of the land are proposed.

Various alignments for the northern boundary of the proposed subdivision of the homestead lot were investigated on site and through documentary evidence. Three final options were presented, with Option 3 being the preferred option.

Each of the three options is discussed in the following pages.

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#### 4.1 Option 1



Figure 16:  
Option 1.

N↑

##### 4.1.1 Positive effects

- 4.1.1.1 Generally follows early fence lines or roadways.
- 4.1.1.2 Encapsulates the areas marked as being of archaeological potential (refer fig.10).
- 4.1.1.3 Encapsulates the recreational grounds associated with the homestead (refer fig.6).
- 4.1.1.4 Significant views and vistas are maintained.

##### 4.1.2 Negative effects

- 4.1.2.1 Includes the recent (1990s) established nursery as part of the homestead lot.
- 4.1.2.2 The nursery established in the 1990s will likely be removed in this proposal. The nursery supplies plants throughout the Harrington Park estate residential development.

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#### 4.2 Option 2



Figure 17:  
Option 2.

N↑

Attachment 1

##### 4.2.1 Positive Effects

- 4.2.1.1 Follows early fence lines.
- 4.2.1.2 The 1990s nursery is located outside of the homestead lot.
- 4.2.1.3 Significant views and vistas are maintained.

##### 4.2.2 Negative Effects

- 4.2.2.1 Does not encapsulate areas of archaeological potential (refer fig.10).
- 4.2.2.2 Does not encapsulate the recreational grounds related to the homestead (refer fig.6).
- 4.2.2.3 Boundary is located too close to the homestead and does not provide an appropriate setting for the homestead.

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#### 4.3 Option 3 – PREFERRED OPTION



Figure 18:  
Option 3  
PREFERRED  
OPTION.

N↑

##### 4.3.1 Positive Effects

- 4.3.1.1 Northern boundary generally follows past fence lines.
- 4.3.1.2 The proposed boundary encapsulates the areas marked as being of archaeological potential (refer fig.10).
- 4.3.1.3 The proposed boundary encapsulates the recreational zones of the homestead (refer fig.6).
- 4.3.1.4 The 1990s nursery is located outside of the homestead lot.
- 4.3.1.5 Significant views and vistas are maintained.

##### 4.3.2 Negative Effects

- 4.3.2.1 The northern most edge of the boundary (adjacent the nursery) does not follow early fence lines however, it is running along the edge of the nursery established some twenty odd years ago on the site.

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## 5.0 IMPACT OF PREFERRED OPTION 3 ON HERITAGE VALUES

### 5.1 Significant Views and Vistas

#### 5.1.1 Impact of proposed works

None – Low

#### 5.1.2 Discussion

5.1.2.1 Significant views and vistas are maintained in this proposal. No changes to the use of the land subdivided from the Harrington Park Homestead lot are proposed – the land is to form part of the public reserve thereby maintaining the significant views and vistas from the homestead and northern ridgeline to the south, east and west

#### 5.1.3 Recommendations

5.1.3.1 The existing established nursery should remain.

5.1.3.2 The policies laid out in the CMP should be followed.

### 5.2 Heritage Curtilage

#### 5.2.1 Impact of proposed works

None – Low

#### 5.2.2 Discussion

5.2.2.1 The existing established immediate and broad heritage curtilages will not be affected in this proposal. The land proposed to be subdivided from the homestead lot will form part of the homestead curtilage. This land also forms part of the broader State Heritage Register curtilage (refer Fig.5).

5.2.2.2 The existing curtilage allows significant views and vistas to be maintained and provides an appropriate setting for the homestead and farm complex buildings and will aid in the interpretation of the estate once being a much larger holding. No changes to the heritage curtilage are proposed.

#### 5.2.3 Recommendations

5.2.3.1 The policies laid out in the CMP should be followed.

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### 5.3 Subdivision and Zoning Boundaries

#### 5.3.1 Impact of proposed works

Low

#### 5.3.2 Discussion

5.3.2.1 The purpose of subdividing the small portion of land from the northern edge of the Harrington Park Homestead lot is twofold. Firstly, this allows a more traditional "squaring up" of the property by following traditional or later established fence lines within the former estate property. The second purpose is to allow the existing low intensity use of the nursery to continue into the future, associated with the development and in accordance with the heritage curtilage.

5.3.2.2 The preferred option, Option 3, is compliant with the Conservation Management Plan policies and it will allow the retention of an appropriate setting for the homestead (refer Fig. 14) and aid in its interpretation as a former gentleman's estate.

#### 5.3.3 Recommendations

5.3.3.1 The area subdivided from the Harrington Park Homestead Lot should be zoned as Large Lot Residential R5 to match the zoning of the homestead.

5.3.3.2 The policies laid out in the CMP should be followed.

### 5.4 Summary of Impacts

The following table answers applicable questions from the NSW Heritage Office "Statements of Heritage Impact" guidelines.

Proposed Change to Heritage Item	Questions	Discussion
Subdivision	How is the proposed curtilage allowed around the heritage item appropriate?	No changes are proposed to the existing immediate and broad heritage curtilages previously established (refer State Heritage Register and CMP) for the estate property.  The established curtilage is appropriate as it maintains the pastoral setting of Harrington Park. The northern ridgeline provides a backdrop to the homestead and farm building complex and helps to frame the homestead in a rural setting. The curtilage area is further enhanced by the areas of public reserve to the north and west.
	Could future development that results from this subdivision compromise the significance of the heritage item? How has this been minimised?	No. The portion of land subdivided from the Harrington Park homestead lot is to be used and maintained as it currently operates. No intensive development of this portion of the land will be permitted and will be controlled by Council's DCP for the area.

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Proposed Change to Heritage Item	Questions	Discussion
	Could future development that results from this subdivision affect views to, and from, the heritage item? How are negative impacts to be minimised?	No. The portion of land proposed to be subdivided from the northern portion of the Harrington Park Homestead lot is proposed to retain its existing uses and form part of the existing homestead zone. Important views and vistas are maintained in the proposal.

## 6.0 GENERAL RECOMMENDATIONS

- 6.1 The existing nursery established on the site in the 1990s should remain and continue to supply plants to the Harrington Park Estate residential development and to the Orierton Park Estate residential development in the future.
- 6.2 The portion of land subdivided from the Harrington Park Homestead lot should be zoned to match that of the homestead zoning.
- 6.3 Generally, the Conservation Management Plan policies should be fully implemented.

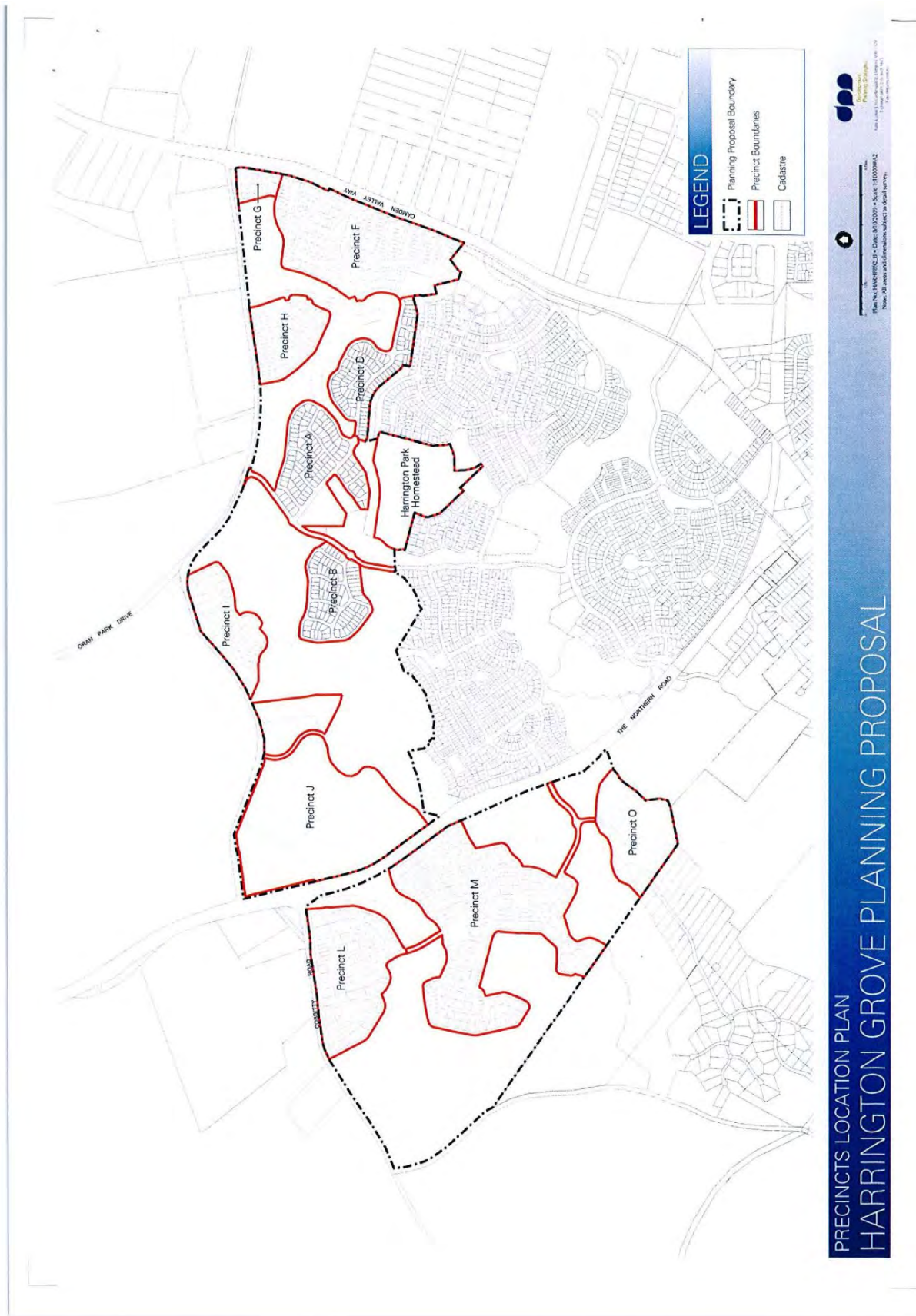
## 7.0 CONCLUSION

The proposed subdivision of the Harrington Park Homestead lot is respectful of the significance of the Harrington Park Homestead and grounds. The preferred option, Option 3, encapsulates the areas of archaeological sensitivity associated with the homestead lot, the recreational grounds associated with the homestead, and follows past established fence lines. The proposed subdivision will not affect the heritage curtilage to the homestead, significant views and vistas or the existing and proposed uses of the parcel of land subdivided from the homestead lot as open space/public recreation.

The proposal complies with the relevant policies of the Conservation Management Plan.

We support the proposal, provided the recommendations detailed in this report are undertaken.

Attachment 1

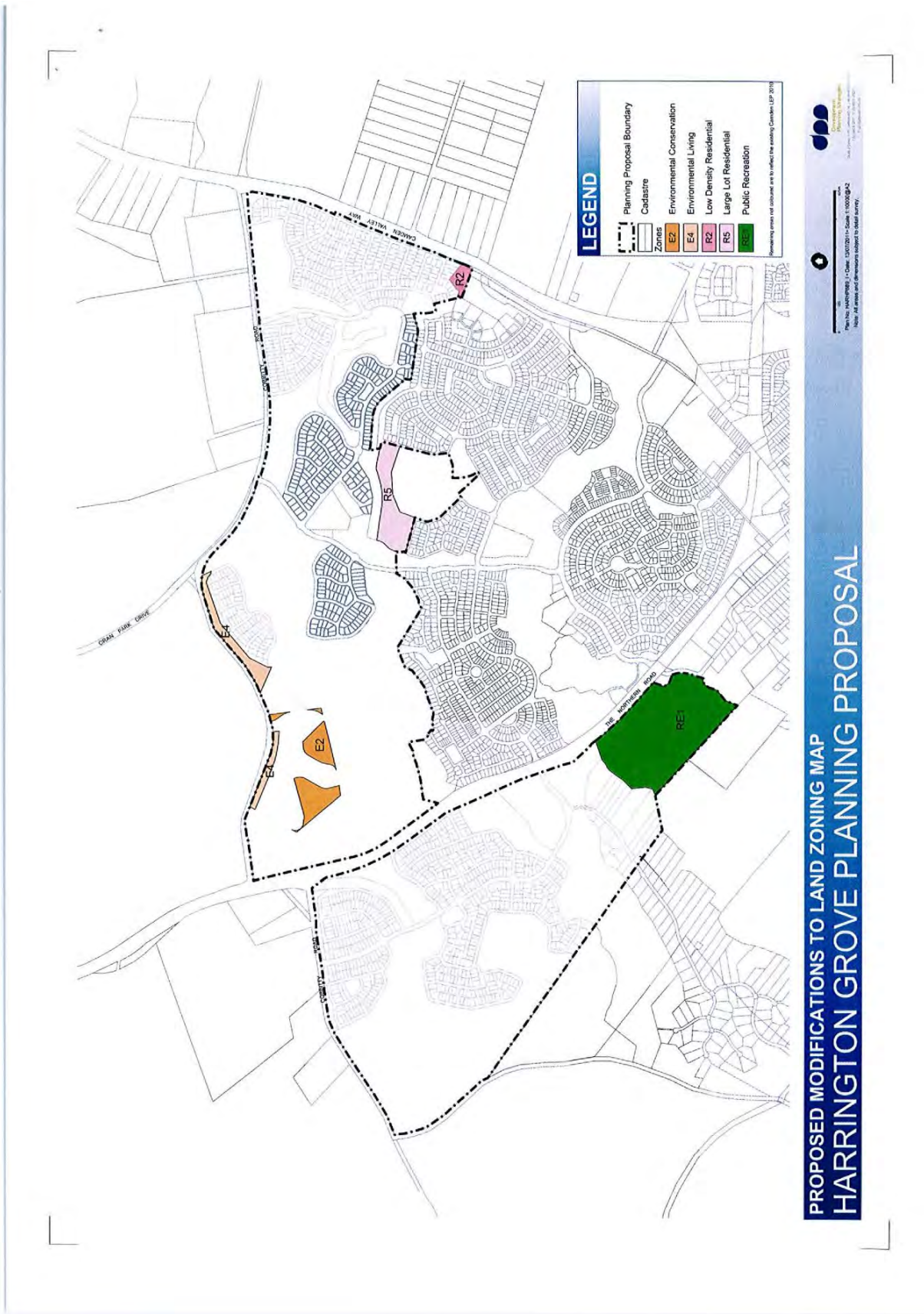


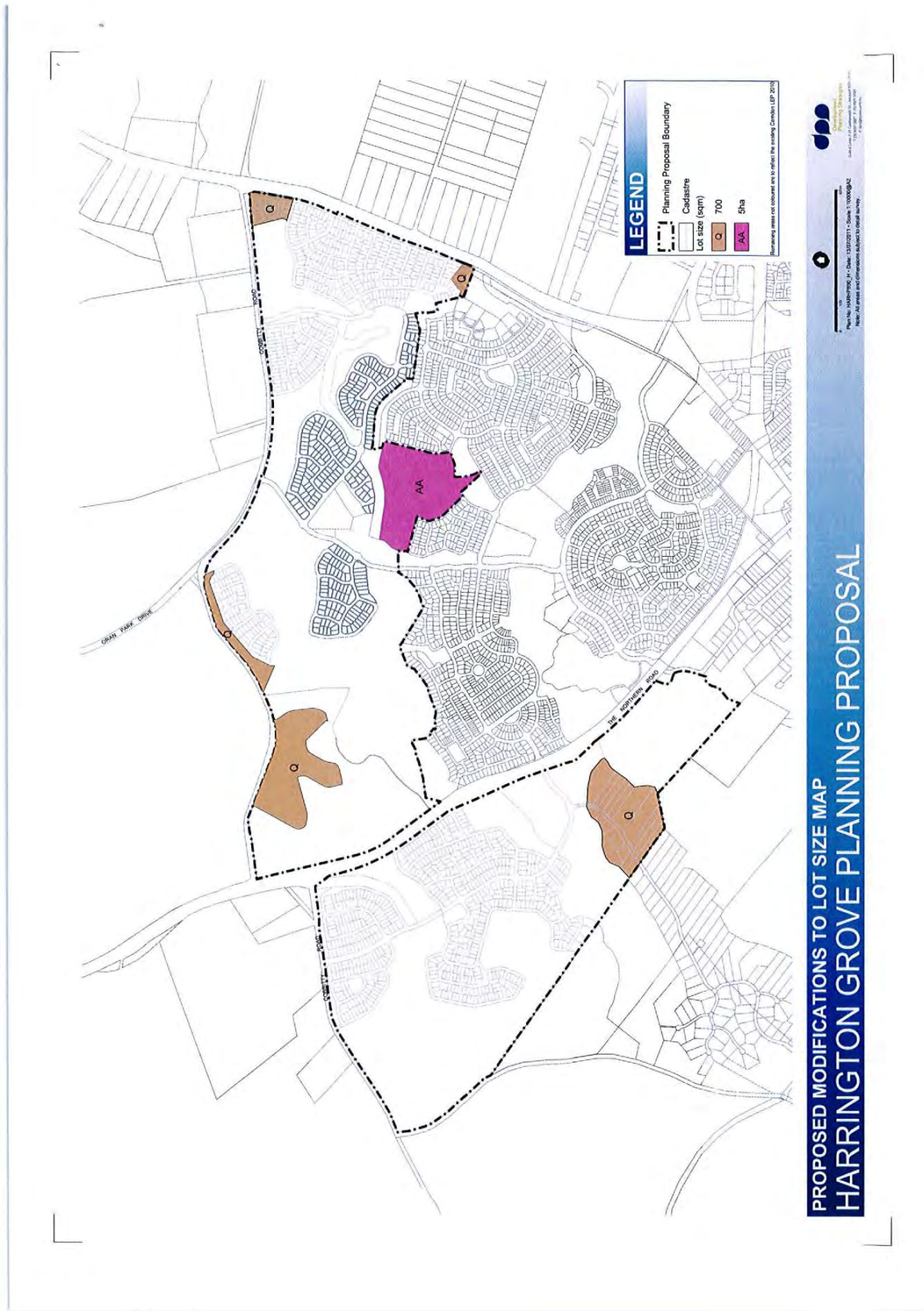
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Attachment 2

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Attachment 3





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Attachment 4

## ORDINARY COUNCIL

ORD08

**SUBJECT:** PROPOSED REDEVELOPMENT OF NARELLAN COMMUNITY HALL  
**FROM:** Director Works & Services  
**BINDER:** Council Properties

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### PURPOSE OF REPORT

To seek endorsement of Council on the proposed redevelopment of Narellan Community Hall as the recommended location for a new community facility, with a focus on services for children's and families.

### MAIN REPORT

Council's current adopted delivery program identifies the need for expansion of children's and families facilities in Narellan. The current Capital Works Program budget allocations for this project are:

<b>2011/12</b>	\$448,250
<b>2012/13</b>	<u>\$1,066,700</u>
<b>Total</b>	\$1,514,950

In the current Camden Contributions Plan 2004 there are three children's and family centres planned at Narellan, Elderslie and Spring Farm. Following State Government changes to Section 94 development contributions, which included a reduction in the Section 94 cap, the Draft Camden Contributions Plan 2011 is allowing for one children's and family centre, at a location to be determined. The proposed funding allocation for this centre in the revised draft contributions plan is \$1.8M. The budget allocation for this project will be reviewed in line with the draft contributions plan allowance in the 2012/13 budget process.

In looking broadly at current best practice, the concept of rationalising facilities continues to support the idea of service hubs, where like services are grouped together to share facilities and common areas. Based on this trend, the proposal for one centre to provide children's and family services is supported by Council staff and the draft review of community facilities in the Narellan Area.

Considering the ongoing operational costs of running and maintaining numerous smaller facilities, the addition of space for the children's and family centre at an existing community facility is considered beneficial. The Narellan Community Hall is easily accessible, close to other services and transport routes and is seen as an ideal location for providing children's and family services. The intention of this centre is to engage children and families in the local community, to promote health and wellbeing and to encourage families to seek assistance to reduce family problems.

Aside from the location being suitable, the existing Narellan Community Hall site is not utilised to its full potential. The existing building is not sympathetic to the surrounding built environment and does not have a good connection to Queen Street. There is an opportunity to revitalise the existing centre and provide additional areas for the new children's and family services at the same time. This proposal also minimises land acquisition costs and allows these funds to be used in the redevelopment of Narellan Community Hall.

Concept designs have been developed to confirm that the existing site can accommodate the new services required and that the proposal can be constructed within the funds allocated in the Draft Contributions Plan.

The concept designs also demonstrate that the proposal will greatly improve the existing centre in terms of both functionality and appearance. Whilst retaining the existing hall and certain ancillary areas, the building is proposed to be extended 10 metres towards Queen Street. A new external colonnade that runs the full width of the street elevation is proposed to give the building a more civic scale, in keeping with the library and shopping complex opposite. **A copy of the concept design is attached at the end of this report.**

Should Council support the proposal, tenders for the detailed design will be sought and a further report on the outcome will be brought back to Council prior to the design contract being awarded. It is anticipated that the detailed design and approvals phase of the project will be completed by March 2012 and construction completed by January 2013.

### **CONCLUSION**

The consolidation of facilities to provide children's and family focused services, as proposed in the Draft Camden Contributions Plan 2011, is supported by Council staff and the draft review of community facilities in the Narellan Area.

This proposal will provide new facilities recognised as required in Council's Section 94 Contribution Plans and the current Delivery Program. At the same time, Narellan Community Hall will be revitalised to improve its appearance and functionality.

The Narellan Community Hall is easily accessible, close to other services and transport routes and is seen as an ideal location for providing children's and family services.

### **RECOMMENDED**

**That :**

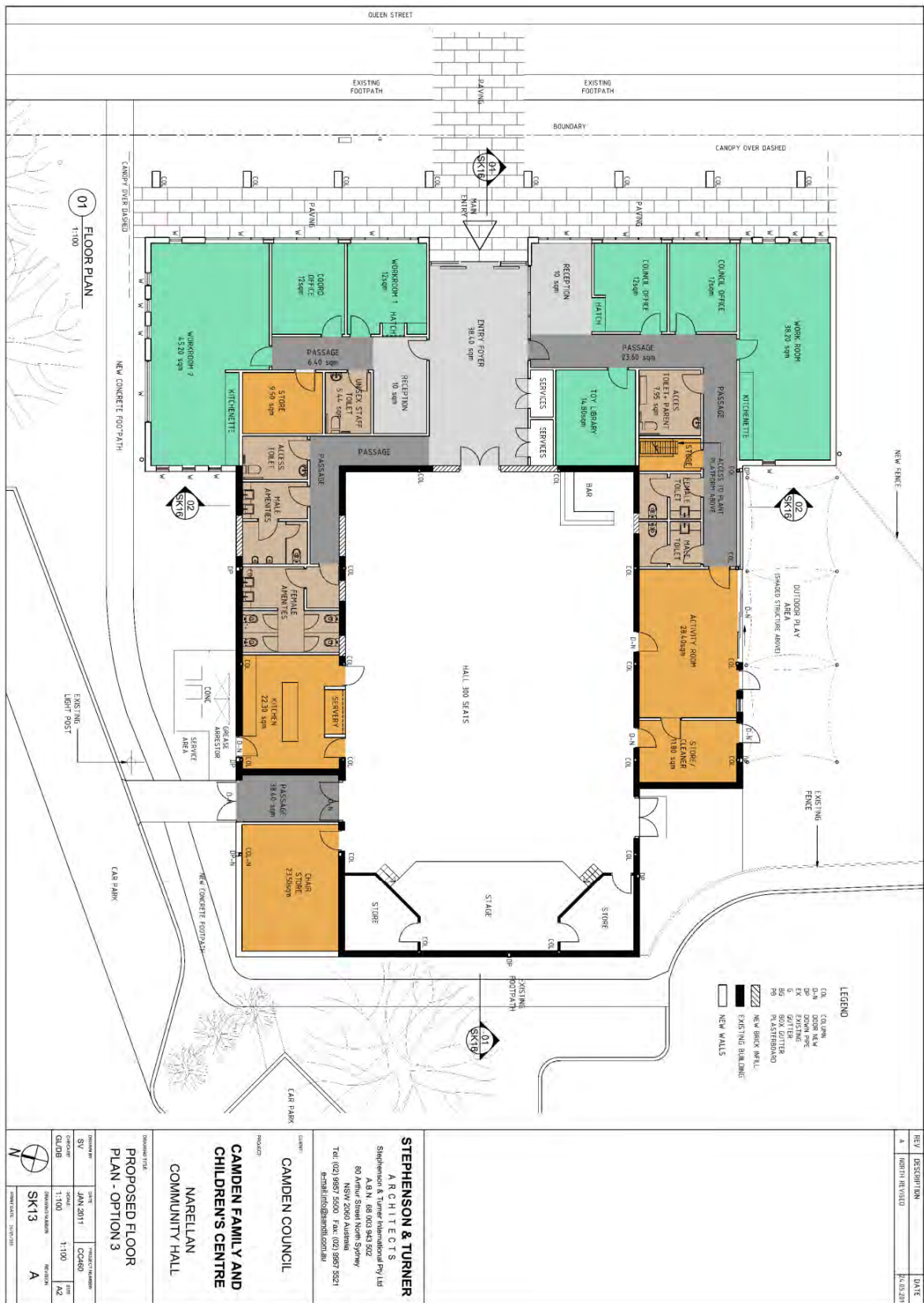
- i. Council approve the redevelopment of Narellan Community Hall as the location for a new community facility with a focus on services for children and families; and**
- ii. a further report be presented to Council following receipt of tenders for the detailed design.**

### **ATTACHMENTS**

1. Concept Design Plan
2. Concept Design Plan Elevations

**Attachment 1**

**ORD08**



ORD08 Attachment 2

