



Camden Council

Business Paper

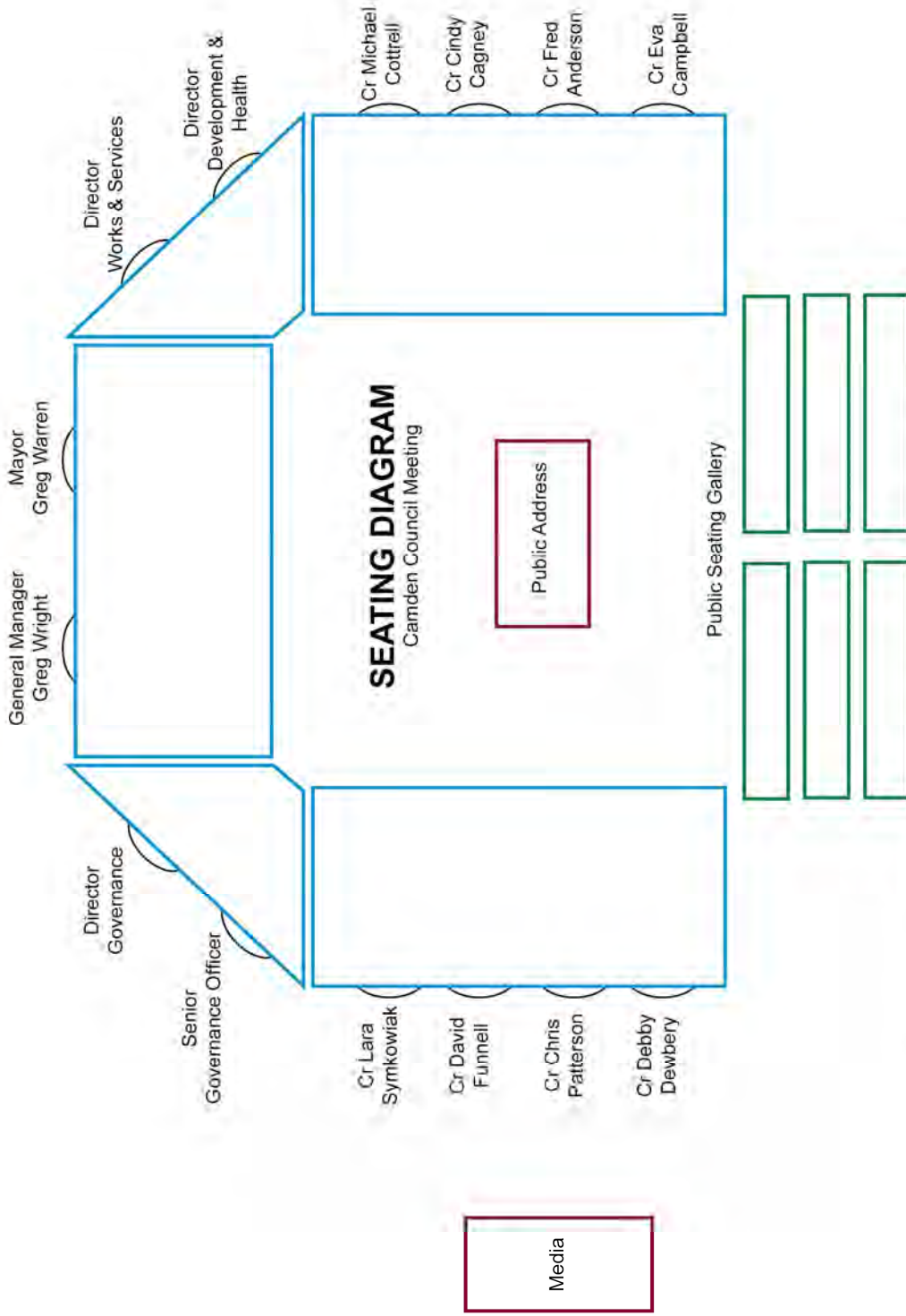
Ordinary Council Meeting
8 May 2012

**Camden Civic Centre
The Undercroft
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
RMS	Roads & Maritime Services (incorporating previous 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



*Please do not talk during Council Meeting proceedings.
Recording of the Council Meeting is not permitted by members of the public at any time.*

ORDINARY COUNCIL

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ORDINARY COUNCIL

SUBJECT: RECORDING OF COUNCIL MEETINGS

In accordance with Camden Council's Code of Meeting Practice and as permitted under the Local Government Act this meeting is being audio recorded by Council staff for minute taking purposes.



ORDINARY COUNCIL

SUBJECT: APOLOGIES

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

RECOMMENDED

That leave of absence be granted.



ORDINARY COUNCIL

SUBJECT: DECLARATION OF INTEREST

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.



ORDINARY COUNCIL

SUBJECT: PUBLIC ADDRESSES

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.

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.



ORDINARY COUNCIL

SUBJECT: CONFIRMATION OF MINUTES

Confirm and adopt Minutes of the Ordinary Council Meeting held 24 April 2012 and the Local Traffic Committee Meeting held 17 April 2012

RECOMMENDED

That the Minutes of the Ordinary Council Meeting held 24 April 2012, and the Local Traffic Committee Meeting held 17 April 2012, copies of which have been circulated, be confirmed and adopted.



ORDINARY COUNCIL

ORD01

ORD01

SUBJECT: DETACHED PRINCIPAL AND SECONDARY DWELLING DEVELOPMENT AND STRATA SUBDIVISION AT NO 37 (LOT 1237 DP 1153633) DONOVAN BOULEVARD, GREGORY HILLS
FROM: Director, Development and Health
BINDER: Development Applications 2011/DA1486/2011

DA NO: 1486/2011
OWNER: Dartanyon Pty Ltd
APPLICANT: Dartanyon Pty Ltd
ZONING: R1 – General Residential

PURPOSE OF REPORT

The purpose of this report is to seek Council's determination of a Development Application (DA) for the construction of a single storey principal dwelling and detached two storey secondary dwelling and associated strata subdivision.

The DA is referred to Council in accordance with its delegations as there remain unresolved issues in a submission received from the public.

SUMMARY OF RECOMMENDATION

It is recommended that Council approve the DA subject to the draft development consent conditions provided at the end of this report.

BACKGROUND

The DA was received on the 14 December 2011. The DA was publicly notified between the 6 January 2012 and the 3 February 2012. One submission was received during the notification period.

The DA was one of eight similar applications received concurrently for Lots 1233 to 1240 in DP 1153633. Two of these DAs are referred to Council for determination (this report and another for Lot 1238 DP 1153633).

This development type (being principal and secondary dwellings) has been approved and constructed previously in Gregory Hills.

The application has been assessed and is referred to Council for determination.

THE SITE

The site is known as No 37 (Lot 1237 DP 1153633) Donovan Boulevard, Gregory Hills. The site is a dual frontage site, having a street access frontage with Turnbull Lane. The site area is 607.9m². A public reserve also adjoins the site (to the north). The area is part of the newly released Gregory Hills residential area. **A location map is provided at the end of this report.**

THE PROPOSAL

Development consent is sought to construct a four bedroom single storey principal dwelling and detached two storey two bedroom (60m²) secondary dwelling and associated strata subdivision. The secondary dwelling configuration is also known as a Studio/Fonzie Flat development, and is termed as such in the Turner Road Precinct Development Control Plan.

Both the principal and secondary dwelling propose to be constructed as brick veneer homes with a metal (Colorbond) roof, on a concrete ground floor slab. The principal dwelling is proposed to be a single storey dwelling and fronts Donovan Boulevard. The secondary dwelling is proposed as a two storey dwelling, located above a three car garage that fronts Turnbull Lane.

The principal dwelling is setback 4.5m to Turnbull Lane, while the secondary dwelling is setback a distance of 2.5m, as measured to the garages from Turnbull Lane (the balcony is 600mm closer).

The principal dwelling proposes a minimum southern side setback of 1350mm, while the secondary dwelling is proposed at 1500mm. The setback of the principal dwelling to the public reserve boundary is 4.83m.

A copy of the site plan and elevations is provided at the end of this report. A copy of the floor plans is provided in Business Paper supporting documents.

NOTIFICATION

Surrounding neighbours were notified of the application between 6 January 2012 and 3 February 2012. One submission was received objecting to the proposal.

The submission is assessed in the "Any submissions" part of the "Assessment" section of this report.

A copy of the submission is provided with the Business Paper supporting documents.

PLANNING CONTROLS

The following plans and policies have been considered in the assessment of this application:

- State Environmental Planning Policy (Sydney Region Growth Centres) 2006.
- Turner Road Precinct DCP 2007.

ASSESSMENT

The DA has been assessed in accordance with Section 79C of the *Environmental Planning and Assessment Act, 1979*.

The following comments are made with respect to the critical aspects of the application.

(1)(a) (i) the provisions of any environmental planning instrument

State Environmental Planning Policy (Sydney Region Growth Centres) 2006.



The environmental planning instrument applying to the allotment is the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (the SEPP). The land under this SEPP is zoned R1 General Residential.

Secondary dwellings are a permitted use under the R1 General Residential zoning.

Appendix 1 of the SEPP applies to the South West Growth Centres precincts of Oran Park and Turner Road. The following relevant development standards or clauses in Appendix 1 of the SEPP are considered to apply to the intended development.

Clause 2.6 – Subdivision – consent requirements

The proposed development seeks the strata subdivision of the principal and secondary dwelling development.

Clause 2.6 advises that consent is generally required for strata subdivision, which is being sought with this application.

Clause 4.3 – Height of buildings

The proposed development complies with the maximum height of buildings, which is 9.5m for this area (building height is less than 7m).

There are no other relevant development standards or clauses applying to the site.

(1)(a) (ii) the provisions of any draft environmental planning instrument

There is no relevant draft environmental planning instrument applying to the land.

(1)(a) (iii) the provisions of any development control plan

Turner Road Precinct DCP 2007

7.1 – 7.10 Residential Development

The proposal has been assessed against Clauses 7.1 – 7.10 which provide for controls related to the principal dwelling including setbacks and private open space, and the proposal fully complies.

7.11 Studios/Fonzie Flats

Table 17 of Section 7.11 provides for specific controls relating to Studio/Fonzie Flat developments in Turner Road.

This section of the DCP identifies two differing types of Fonzie Flats, being Type 1 and Type 2 studios. The development proposes the 'Type 2 Studio' configuration.

A summary of these controls as provided for in Table 17 are as follows:

TYPE 2 STUDIO	COMPLIANCE / COMMENTS
Maximum floor area 60m ² , excluding balcony, car space and stairs.	✓ Complies – 60m ² proposed.

ORD01

One additional dedicated on-site car parking space. Car parking space to be located in behind building façade line of principal dwelling. No stacked configuration.	✓ Complies – One dedicated space for secondary dwelling and two for principal dwelling.
Private open space of 8m ² balcony accessed directly off living plus a 5m ² ground level service yard.	✓ Complies – Balcony and service yard complied with.
Studio to be located over garage of the principal dwelling.	✓ Complies – Studio located over garages.
Strata title subdivision only from the principal dwelling or dwellings on the land.	✓ Complies – Strata subdivision proposed.
Access to studio to be separate from principal dwelling and is to front public street, lane or shared private accessway.	✓ Complies – Separate access to studio. Studio faces and is accessed off Turnbull Lane.
Provision for separate services (mail and garbage). On site garbage storage to not be visible.	<ul style="list-style-type: none"> ✓ Complies – Separate services. Bin store in service yard. Collection of bins off Turnbull Lane for studio and Donovan Boulevard for principal dwelling. ✓ Approval received from Council's Environment Branch for waste collection measures.
BASIX for each dwelling.	✓ Complies – Multi-unit BASIX certificate provided.

The proposed secondary dwelling is considered to comply with all the relevant requirements of Section 7.11 of the DCP.

8.1 Visual and Acoustic privacy

Section 8.1 provides for specific visual and acoustic controls. A summary of these controls are as follows:

PRIVACY	COMPLIANCE/COMMENTS
Direct overlooking of main habitable areas and private open spaces should be minimised.	✓ Neighbouring main habitable areas and private open spaces are located at suitable distances.
Habitable room windows with direct sightline to habitable room windows in adjacent dwellings within 9m are to have privacy controls (eg. privacy screens, increased sill heights).	✓ Distance to closest windows of adjacent dwellings (existing house on Lot 1274) is over 9m (approx 13m).
Acoustic controls between floors and walls.	✓ Compliance with the Building Code of Australia is required for the proposed development.

(1)(a) (iia) the provisions of any planning agreements

There are no planning agreements relating to this proposal.

(1)(a) (iv) the provisions of the regulations

The Regulations do not specify any matters that are applicable to this development.

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

Section 79C requires Council to consider the likely impact of a development, including environmental impacts on both the natural and built environments, and the social and economic impacts in the locality.

These impacts are considered to be satisfactory, as the development is an acceptable land use which is permitted within the Gregory Hills area.

The development will have minimal environmental impacts on both the natural and built environments, and the social impacts of a proposed development are considered to be of an acceptable nature.

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

The site is considered to be suitable for the development. There are no factors associated with the site that preclude the intended development.

(1)(d) any submissions received

This application was publicly notified between 6 January and 3 February 2012. One submission letter was received from an adjoining owner. The issues raised in the submission are as follows:

1. Never informed of medium/high density housing when buying land.

Officer comment:

The proposed development is considered to be low density residential housing and is not medium or high density housing.

Secondary dwellings are commonly allowed throughout the State as complying or local development under the *State Environmental Planning Policy (Affordable Rental Housing) 2009*, and are seen as a lower density scale of development.

It is also important to note that the R1 General Residential zone also permits higher density housing such as multi-dwelling housing within the zone.

2. The provision of only three parking spaces with no regard for visitor parking, coupled with the laneway width for the site and also the cumulative impacts of similar development on neighbouring sites.

Officer comment:

The Turner Road Precinct DCP 2007 requires one space for the secondary dwelling and two spaces for the principal dwelling. The required number of parking spaces have been provided with the development.

There is no requirement for visitor parking under the DCP. Parking for visitors will be accommodated within the road network areas surrounding the site.

Council, in assessing the DA, required an increase in garage setbacks to a minimum of 2.5m in order to achieve compliance with AS2890.1-2004. This

allows for a greater setback and space for parking. Visitors to the principal dwelling can park along Donovan Boulevard as this dwelling fronts Donovan Boulevard (front entry door to Donovan Boulevard).

3. Privacy from balcony and vision into bedroom and bathroom windows and impacts from traffic.

Officer comment:

Section 8.1 of the Turner Road Precinct DCP 2007 requires controls for direct sightline from habitable room windows of a development to the habitable room windows of adjacent development.

The proposed secondary dwelling has the closest habitable room window, being the Bedroom 2 window, at a distance of 2.5m to the boundary with Turnbull Lane. Turnbull Lane has a carriageway/footway width of 6.9m, while the house at Lot 1274 is setback between 4.1m and 3m to Turnbull Lane (based on privately issued complying development certificate approval documents held by Council). The closest setback between windows (both habitable and non-habitable bathroom windows) would therefore be more than 12.4m. The balcony of the secondary dwelling being 600mm closer would therefore also be more than 9m away.

The balcony of the proposed secondary dwelling does not overlook the private open space areas of the house on Lot 1274, which are located to the rear of this site and not the Turnbull Lane elevation side.

The impacts of traffic noise from the development on windows of the objector's home is considered to be in keeping with normal residential traffic movements and volumes.

Turnbull Lane is also a 'through road' to Butler Street, and vehicle movements from this area of Gregory Hills will still occur in conjunction with the intended development site.

4. Occupants will be renters and not owner occupied.

Officer comment:

The occupation of the development, whether by renters or owner-occupiers, is not a matter that is regulated by Council or which can be regulated by Council.

5. Traffic and vehicle movements in Turnbull Lane will not be satisfactory due to laneway design.

Officer comment:

Turnbull Lane, with a carriageway width of 6m, is considered of satisfactory width and design to allow for the traffic movements of the proposed and surrounding residential development.

6. Loss of property value.

Officer comment:

The proposed development is a residential development permitted by the zoning for the area. As a permissible development type, it is considered unlikely that this development would significantly devalue any adjoining properties.

(1)(e) the public interest

Overall, this development is considered to be within the public interest. The proposed development represents the planned and orderly development of the site and will not result in any unacceptable impacts.

CONCLUSION

Council has received a DA for the construction of a single storey principal dwelling and detached two storey secondary dwelling and associated strata subdivision at No 37 (Lot 1237) Donovan Boulevard, Gregory Hills. The application has been publicly notified and the neighbouring owner’s submission has been considered in this report. The application has also been assessed in accordance with the provisions of Section 79C of the *Environmental Planning and Assessment Act, 1979*.

It is considered that the proposed single storey principal dwelling and detached two storey secondary dwelling and associated strata subdivision development to be an acceptable development of the site.

This development application is therefore able to be 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) **Development in Accordance with Plans** – The development is to be in accordance with plans and documents listed below, except as otherwise provided by the conditions of this consent:

Plan / Development No.	Description	Prepared by	Dated
3599-4tw, Sheets 1 to 17, as amended	Architectural plans	Dartanyon & Belinda Underwood	Issue F dated 23 March 2012
Statement of environmental effects and BASIX Certificate			

Where there is an inconsistency between the approved plans/documentation and the conditions of this consent, the conditions of this consent override the approved plans/documentation to the extent of the inconsistency.

- (2) **Building Code Of Australia** - All works must be carried out in accordance with the requirements of the *Building Code of Australia*.
- (3) **Strata Plan of Subdivision** – Section 37 and 37A of the *Strata Schemes (Freehold Development) Act, 1973* require an application to be submitted to Camden Council or an accredited certifier for approval prior to the issue of the certified Strata Plan of Subdivision.

The applicant will be required to submit documentary evidence that the property has been developed in accordance with the plans approved by Development Consent 1486/2011 and of compliance with the relevant conditions of consent, prior to the issuing of a Strata Plan of Subdivision.

- (4) **Mobile Garbage Bin Pads** – The secondary dwelling shall be provided with a mobile garbage bin pad (or separate pads) measuring a total of 3m x 0.9m in dimension. The bin pad(s) shall be located adjacent to the driveway access point in Turnbull Lane.

All primary dwelling waste collection shall be via Donovan Boulevard.

- (5) **Driveway Gradients and Design** – The driveway gradient and design for the dwelling house shall comply with Australian Standard *AS2890.1-2004* – ‘Off street car parking’.

Driveway and garage levels are critical and may be required to be confirmed during construction with the provision of a survey report.

Development levels provided on the approved plans may also need to be confirmed or checked prior to works commencing. Council takes no responsibility for any errors in levels provided.

- (6) **Infrastructure in road and footpath area** - Any costs incurred due to the relocation of light poles, kerb inlet pits, service provider pits or other restrictions in the street footpath area shall be borne by the owner/developer, and not Council.
- (7) **Driveways and street trees** – Approval is granted for the removal of the street trees at the front of the site in the area of the driveway. The removal of these street trees shall only occur with the approval and supervision of Dart West. Where possible, street trees shall be re-located to an area suitable to Dart West.
- (8) **Geotechnical Classification** - The piers/slab/footings shall be designed and certified by a practising structural engineer and shall take into consideration the geotechnical classification applicable to the site.

2.0 - Construction Certificate Requirements

The following conditions of consent shall be complied with prior to the issue of a Construction Certificate.

- (1) **Salinity** – The proposed dwellings, landscaping and associated works for the dwellings are to be constructed in accordance with the requirements of the Salinity Management Plan prepared by “Douglas Partners” Project 40741.02-1 dated December 2007. Details shall accompany the Construction Certificate application.
- (2) **Strata Plan Amendments** – The strata plan as shown on the architectural plans has not been approved.

Amended plans shall be provided for Council’s consideration and approval prior to the issue of the Construction Certificate that shows the following:

- identified lots in the proposed strata plan,
- applicable areas for each lot being created,
- car parking areas applying to each lot, and
- the building areas (floor areas) and associated non-building lot areas.

Note: A final Strata Plan of Subdivision shall be prepared to a quality suitable for lodgement with the NSW Land & Property Information.

- (3) **Fencing** – All fencing for acoustic purposes, as nominated in the 88b instrument applying to the land, shall be in accordance with the Acoustic Report applying to the allotment of land.

Details shall be approved by the certifying authority as part of the Construction Certificate application.

- (4) **Acoustic Construction Measures** – Amended plans or other supporting details shall be prepared for assessment and approval by the certifying authority for the Construction Certificate showing compliance with the acoustic report prepared by “Acoustic Logic Consultancy” Report Reference 2007588/2806A/R8/VF dated 9 July 2008.

All dwelling construction requirements and attenuation treatments (including window/door glazing, acoustic seals, external doors, ceiling insulation, wall and ceiling construction) for the dwelling shall comply with the acoustic report.

Note: Where the 88b instrument applying to the land is modified or varied to require compliance with another acoustic report at time of Construction Certificate application, compliance with this amended report shall occur.

- (5) **Electrical Services** - Prior to the issue of a Construction Certificate, a written clearance is to be obtained from Endeavour Energy stating that electrical services have been made available to the development, or that arrangements have been entered into for the provision of services to the development. In the event that a padmounted substation is necessary to service the development, Camden Council shall be consulted over the proposed location of the substation before the Construction Certificate for the development is issued, as the location of the substation may impact on other services and building, driveway or landscape design already approved by Council.

- (6) **Section 94 Contributions** - Pursuant to Oran Park and Turner Road Precincts Section 94 Contributions Plan adopted in February 2008, contributions shown in the following table (showing the infrastructure type and respective amount) must be paid to Council.

Infrastructure Type	Monetary Amount (a)	Land Area (m ²) (b)	Additional Land Area (sqm) (c)
Open space and recreation - land	\$4,445.00		
Open space and recreation – works	\$4,988.00		
Open space and recreation – project management	\$112.00		
Open Space and recreation – sub total	\$9,545.00		
Community facilities – land	\$57.00		
Community facilities – works	\$853.00		
Community facilities – project management	\$19.00		

Community facilities – sub total	\$929.00		
Total	\$10,474.00		

- (a) **Monetary Amount.** The monetary contribution specified in the Monetary Amount column of the above table must be paid to Council prior to the issue of a Construction Certificate. The monetary contributions must be indexed by the methods set out in clause 2.14 of the Contributions Plan at the date of payment.

At the sole discretion of Council the monetary contributions may be offset by works in kind. Such works cannot commence until an agreement is made with Council pursuant to the Contributions Plan. If such agreement is to be undertaken, it must be signed prior to the release of a Construction Certificate.

- (b) **Land Area.** The amount of land specified in the Land Area column of the above table must be dedicated to Council free of cost.
- (c) **Additional Land Area.** The Indicative Layout Plan in the Oran Park Development Control Plan and the Oran Park and Turner Roads Precincts Section 94 Contributions Plan requires additional land for a public purpose associated with this development area. The amount of land specified in the Additional Land Area column of the above table must be dedicated to Council, with compensation to be agreed in writing between Council and the developer, such as through a Works In Kind Agreement.

Note: Any other land proposed by the applicant to be dedicated to Council, that is not land required to be dedicated to Council by the condition of consent relating to development contributions (i.e. not land identified in the above table), must be dedicated to Council free of cost.

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) **Erection of Signs** – Shall be undertaken in accordance with Clause 98A of the *Environmental Planning and Assessment Regulation 2000*.
- (3) **Toilet Facilities** - Toilet facilities must be available or provided at the work site before works begin and must be maintained until the works are completed at a ratio of one toilet plus one toilet for every 20 persons employed at the site.

Each toilet must:

- (a) be a standard flushing toilet connected to a public sewer, or
- (b) have an on-site effluent disposal system approved under the *Local Government Act 1993*, or
- (c) be a temporary chemical closet approved under the *Local Government Act 1993*.

- (4) **Notice Of Commencement Of Work and Appointment of Principal Certifying Authority** – Notice in the manner required by Section 81A of the *Environmental Planning and Assessment Act 1979* and clauses 103 and 104 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 or subdivision works.
- (5) **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.
- (6) **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 re-vegetation).

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.

Provide a stabilised entry/exit point. The access should be a minimum of 2.5m wide and extend from the kerb to the building line. The access should consist of aggregate at 30-40mm in size.

Vehicle access is to be controlled so as to prevent tracking of sediment onto adjoining roadways, particularly during wet weather or when the site has been affected by wet weather.

4.0 - During Construction

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

- (1) **Fill Quality** – Any fill material brought in for the construction of the development must only contain uncontaminated soil, clay, shale or rock. No effluent, garbage or trade waste, including building or demolition waste must be included in the fill. The extent and depth of filling must only occur in accordance with the approved plans and any other conditions of the Development Consent. Evidence of the certification of the fill as uncontaminated shall be provided to the Principal Certifying Authority.
- (2) **Works by Owner** - Where a portion of the building works do not form part of a building contract with the principal contractor (builder) and are required to be completed by the owner, such works must be scheduled by the owner so that

all works coincide with the completion of the main building being erected by the principal contractor.

- (3) **Survey Report (Peg Out)** - The building must be set out by a registered Land Surveyor. A Survey Report detailing the siting of the building in relation to the allotment boundaries shall be submitted to the Principal Certifying Authority (PCA) prior to the placement of any concrete.
- (4) **Building Platform** - This approval restricts excavation or fill for the purposes of creating a building platform. The building platform shall not exceed 2m from the external walls of the building. Where the external walls are within 2m of any property boundary, no parallel fill is permitted and a deepened edge beam to natural ground level must be used.
- (5) **Retaining Walls** - If the soil conditions require it:
 - (a) retaining walls associated with the erection or demolition of a building or other approved methods of preventing movement of the soil must be provided, and
 - (b) retaining walls must be constructed a minimum of 300mm from any property boundary to ensure all associated drainage and backfill remain wholly within the subject property.

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 provided to the Principal Certifying Authority, 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;

Note: Where Councils is nominated as the Principal Certifying Authority, construction of the retaining wall must be inspected at critical stages as nominated in the Mandatory Inspection Notice. Prior to issue of an Occupation Certificate, certification will also be required attesting that the wall has been built in accordance with the relevant standard.

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

- (a) 7.00am and 6.00pm, Monday to Friday (inclusive);
 - (b) 7.00am to 4.00pm on Saturday (if construction noise is inaudible to adjoining residential properties), otherwise 8.00am to 4.00pm;
 - (c) work on Sunday and Public Holidays is prohibited.
- (7) **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:
- (a) the delivery of material shall only be carried out between the hours of 7.00am and 6.00pm, Monday to Friday, and between 8.00am and 4.00pm on Saturdays;
 - (b) 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;
 - (c) 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;
 - (d) 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;
 - (e) a waste control container shall be located on the development site.
- (8) **Footpath Levels** - The ground levels of the footpath area within the road reserve (between the boundary of the subject site to the kerb and gutter) must not be altered (by cut or fill) as a consequence of building design and/or construction.
- (9) **Surface Drainage** – To prevent surface water from entering the building:
- (a) the floor level for slab on ground construction shall be a minimum of 150mm above finished ground level for habitable rooms;
 - (b) seepage and surface water shall be collected and diverted clear of the building by a sub-surface/surface drainage system;
 - (c) the control of surface water drainage shall in all respects comply with the *Building Code of Australia (Class 1 and Class 10 Buildings)*;
 - (d) where a rainwater tank is required on the site, all surface water drainage lines shall be connected to the outlet overflow drainage line from the rainwater tank.
- (10) **Shoring and Adequacy of Adjoining Property** - Shall be in accordance with Clause 98E of the *Environmental Planning and Assessment Regulation 2000*.
- (11) **Protection of Public Places** – If the work involved in the erection or demolition of a building:

- (a) is likely to cause pedestrian or vehicular traffic in a public place to be obstructed or rendered inconvenient, or
- (b) building involves the enclosure of a public place,

a hoarding or fence must be erected between the work site and the public place.

If necessary, an awning is to be erected, sufficient to prevent any substance from or in connection with the work falling into the public place. The work site must be kept lit between sunset and sunrise if it is likely to be hazardous to persons in the public place. Any such hoarding, fence or awning is to be removed when the work has been completed.

- (12) **Roofwater to Street** - The roof of the subject building(s) shall be provided with guttering and down pipes and all drainage lines, including stormwater drainage lines from other areas and overflows from rainwater tanks, conveyed to the street gutter.

Connection to the street gutter shall only occur at the existing drainage outlet point in the street gutter. New connections that require the rectification of the street gutter shall only occur with the prior approval of Camden Council.

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.

- (13) **BASIX Certificate** – Under clause 97A of the *Environmental Planning & Assessment Regulation 2000*, it is a condition of this development consent that all the commitments listed in each relevant BASIX Certificate for the development are fulfilled.

In this condition:

- (a) relevant BASIX Certificate means:
 - (i) a BASIX Certificate that was applicable to the development when this development consent was granted (or, if the development consent is modified under Section 96 of the Act, a BASIX Certificate that is applicable to the development when this development consent is modified); or
 - (ii) if a replacement BASIX Certificate accompanies any subsequent application for a Construction Certificate, the replacement BASIX Certificate; and
- (b) BASIX Certificate has the meaning given to that term in the *Environmental Planning & Assessment Regulation 2000*.

- (14) **Survey Report (Completion)** - A Survey Report prepared by a registered Land Surveyor shall be provided upon completion of the building. The Survey Report shall be submitted to the Principal Certifying Authority (PCA) upon completion of the building and prior to the issue of an Occupation Certificate.

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) **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.

- (2) **Footpath Crossing Construction** – Prior to use or occupation of the development, a footpath crossing must be constructed in accordance with the Development Consent, approved plans and Camden Council's issued footpath crossing information.
- (3) **Internal Garbage Bin Sign** – Prior to the issue of an Occupation Certificate, a sign must be permanently erected within each secondary dwelling which states the following:

"Garbage and recycling bins are to be placed on the bin pad adjacent to Turnbull Lane the night before collection. Any parked cars in Turnbull Lane will prevent the servicing of these bins.

Note: The Australian Road Rules require that a driver must not stop (or park) with any part of the vehicle on or across a driveway.

Please do not obstruct waste collection."

- (4) **Sydney Water Clearance** – Prior to the issue of an Occupation Certificate a section 73 Compliance Certificate under the *Sydney Water Act 1994* must be obtained from Sydney Water and submitted to the Principal Certifying Authority.

END OF CONDITIONS

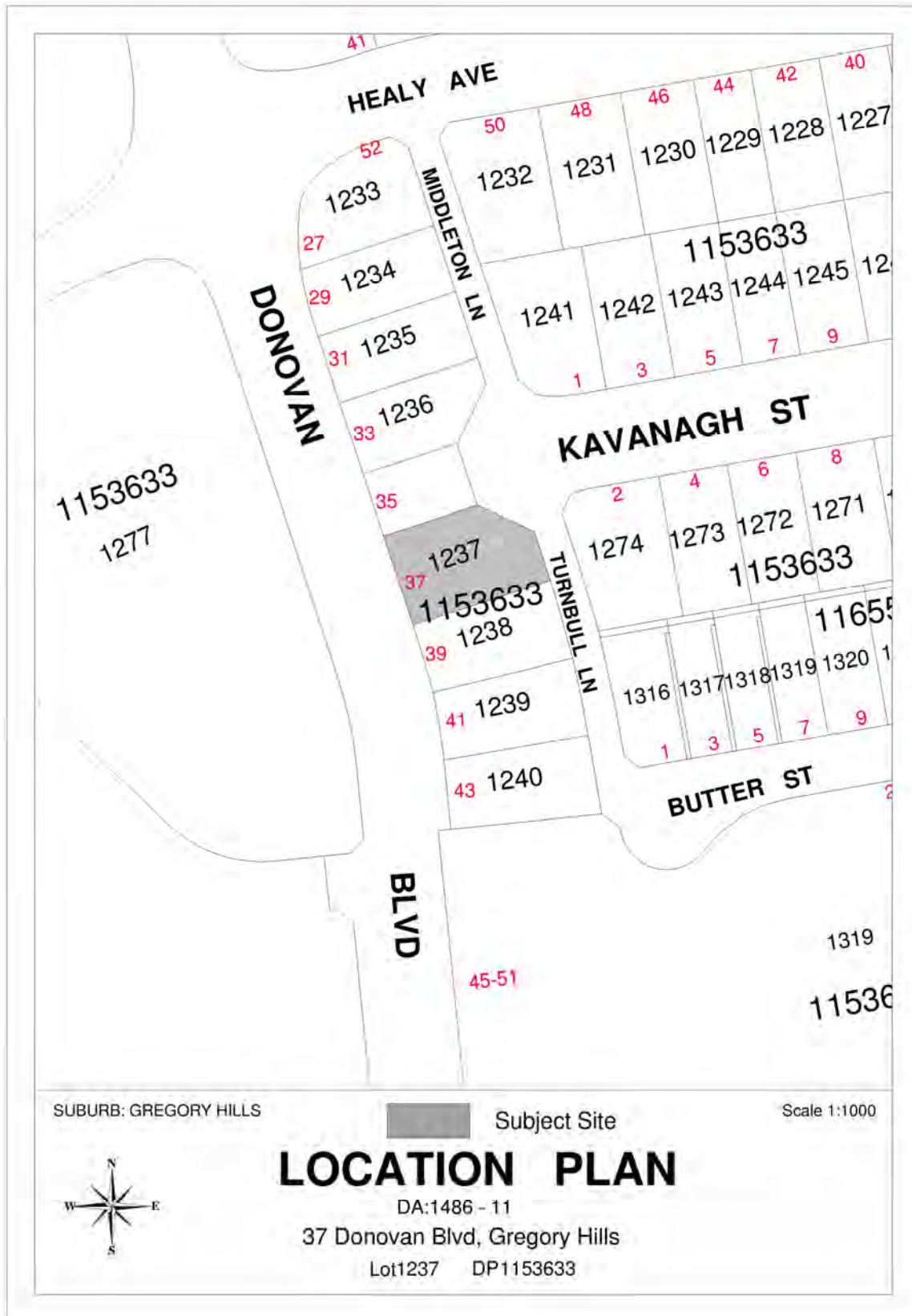
RECOMMENDED

That Council approve Development Application 1486/2011 for the construction of a detached principal and secondary dwelling development and strata subdivision at No 37 (Lot 1237 DP 1153633) Donovan Boulevard, Gregory Hills, subject to the draft Development Consent conditions shown above.

ATTACHMENTS

ORD01

1. Location Plan
2. Proposed Plans
3. Floor Plans - *Supporting Document*
4. Submission - *Supporting Document*

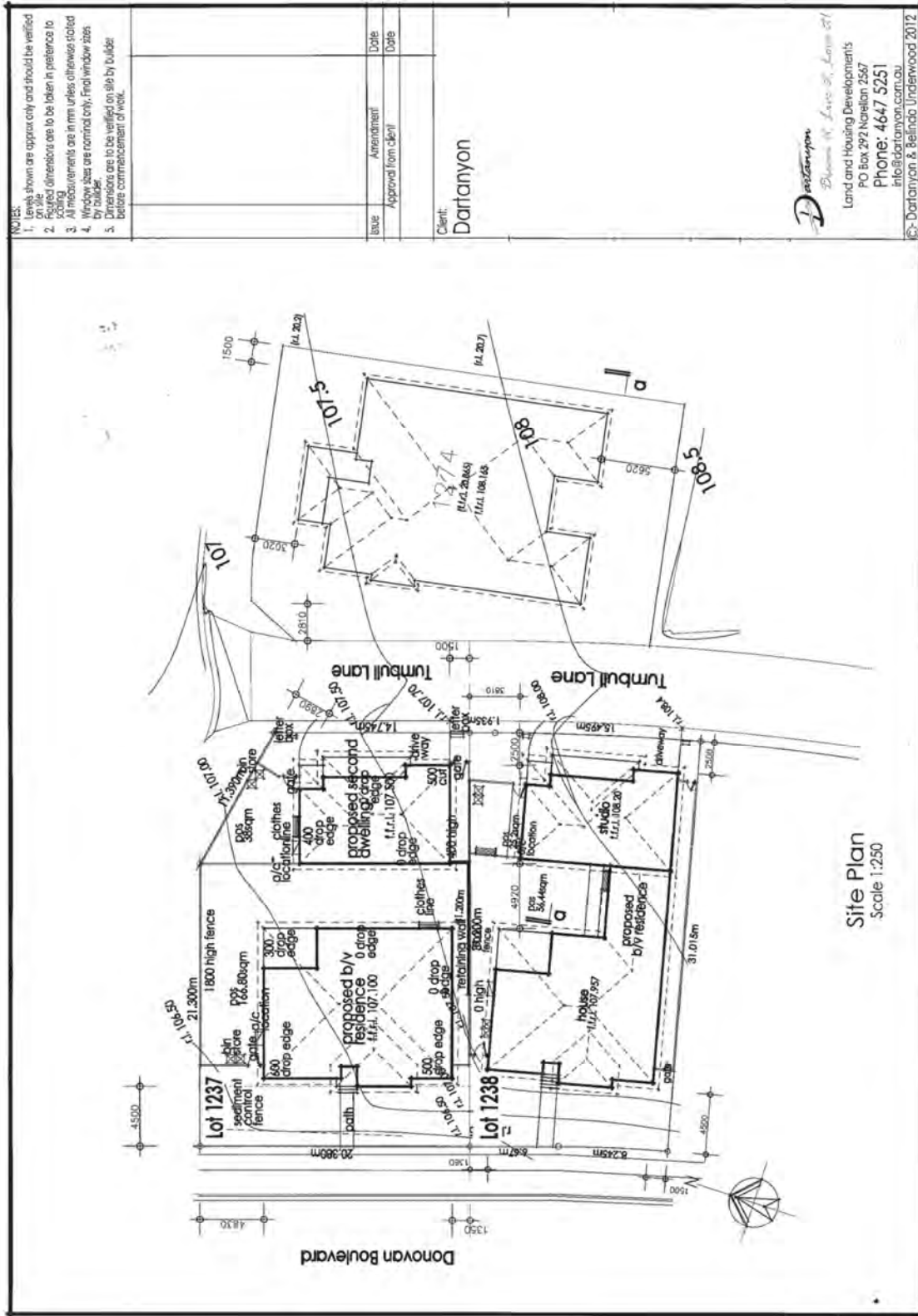


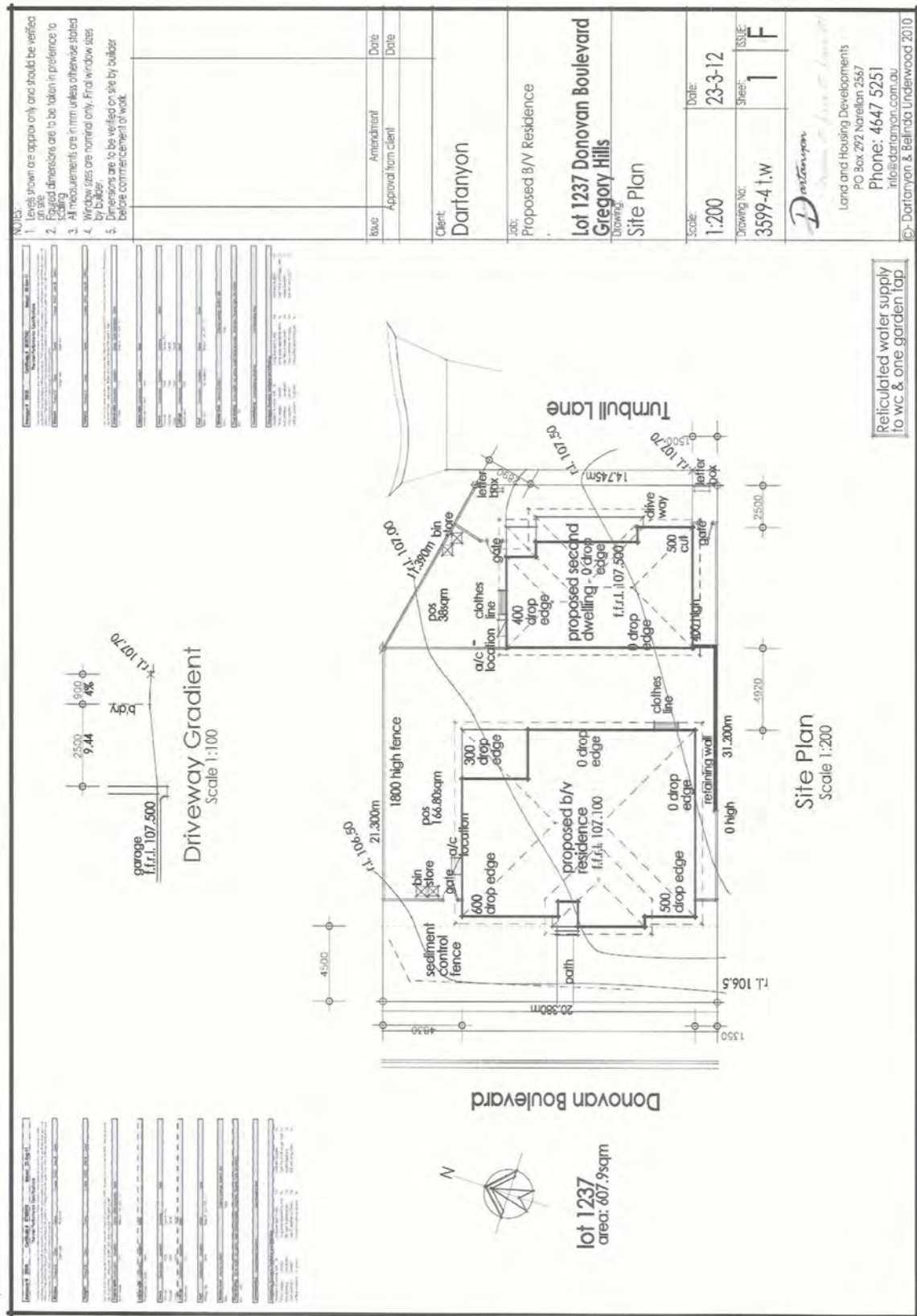
ORD01

Attachment 1

ORD01

Attachment 2





ORD01

Attachment 2

ORD01

Attachment 2

NOTES:

1. Levels shown are approximate and should be verified on site.
2. All dimensions are to be taken in preference to notes.
3. All measurements are in mm unless otherwise stated.
4. Window sizes are nominal only. Final window sizes to be determined by the builder.
5. Dimensions are to be verified on site by bubble level before commencement of work.

Issue:	Amendment:	Date:
Approval from client:		Date:

Client: **Dartanyon**

Job: **Proposed B/V Residence**

**Lot 1237 Donovan Boulevard
Gregory Hills**

Elevations

Scale: **1:100** Date: **23-3-12**

Drawing No: **3599-4 T.W** Sheet: **6** ISSUE: **F**

Dartanyon

Lana and Housing Developments
PO Box 292 Narellan 2567
Phone: 4647 5251
info@dartanyon.com.au

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Front Elevation

Labels: roof pitch 22.5, roof sheathing as selected, cladding as selected, windows as selected, brickwork as selected, floor level, n.g.l.

Rear Elevation

Labels: roof pitch 22.5, ridge r.l. 112.067, roof sheathing as selected, windows as selected, brickwork as selected, floor level, n.g.l.

Side Elevation (Left)

Labels: roof pitch 22.5, roof sheathing as selected, windows as selected, brickwork as selected, floor level, n.g.l.

Side Elevation (Right)

Labels: cladding as selected, roof pitch 22.5, roof sheathing as selected, windows as selected, brickwork as selected, floor level, n.g.l.

NOTES

1. Levels shown are approx only and should be verified
2. All dimensions are to be taken in preference to existing
3. All measurements are in mm unless otherwise stated
4. Window sizes are nominal only. Final window sizes by builder.
5. Dimensions are to be verified on site by builder before commencement of work.

Issue	Amendment	Date
	Approval from client	

Client: **Dartanyon**

Job: **Proposed B/V Residence**

**Lot 1237 Donovan Boulevard
Gregory Hills**

Elevations

Scale: **1:100** Date: **23-3-12**

Drawing No: **3599-4-1-W** Sheet: **12 F**

Dartanyon

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The drawing shows three architectural elevations of a residence:

- Front Elevation:** Shows a gabled roof with a pitch of 22.5. Callouts include 'roof pitch 22.5', 'roof sheathing as selected', 'handrailing as selected', 'windows as selected', and 'brickwork as selected'. The floor level is indicated.
- Rear Elevation:** Shows a gabled roof with a pitch of 22.5. Callouts include 'roof pitch 22.5', 'roof sheathing as selected', 'brickwork as selected', and 'garage floor level'. A ridge line is noted as 'ridge r.l. 114.290'. The floor level is indicated.
- Side Elevation:** Shows a gabled roof with a pitch of 22.5. Callouts include 'handrailing as selected', 'roof sheathing as selected', 'windows as selected', 'brickwork as selected', and 'garage floor level'. The floor level is indicated.

ORD01

Attachment 2



ORD02

ORDINARY COUNCIL

ORD02

SUBJECT: ATTACHED PRINCIPAL AND SECONDARY DWELLING DEVELOPMENT AND STRATA SUBDIVISION AT NO 39 (LOT 1238 DP 1153633) DONOVAN BOULEVARD, GREGORY HILLS
FROM: Director, Development and Health
BINDER: DA1484/2011

DA NO: DA1484/2011
OWNER: Dartanyon Pty Ltd
APPLICANT: Dartanyon Pty Ltd
ZONING: R1 – General Residential

PURPOSE OF REPORT

The purpose of this report is to seek Council determination of a Development Application (DA) for the construction of a single storey principal dwelling and attached two storey secondary dwelling and associated strata subdivision.

The DA is referred to Council in accordance with its delegations as there remain unresolved issues in a submission received from the public.

SUMMARY OF RECOMMENDATION

It is recommended that Council approve the DA subject to the draft development consent conditions provided at the end of this report.

BACKGROUND

The DA was received on the 14 December 2011. The DA was publicly notified between the 6 January 2012 and 3 February 2012. One submission was received during the notification period.

The DA was one of eight similar applications received concurrently for Lots 1233 to 1240 in DP 1153633. Two of these DAs are being referred to Council for determination (this report and another for Lot 1237 DP 1153633).

This development type (being principal and secondary dwellings) has been approved and constructed previously in Gregory Hills.

The application has been assessed and is referred to Council for determination.

THE SITE

The site is known as No 39 (Lot 1238 DP 1153633) Donovan Boulevard, Gregory Hills. The site is a dual frontage site, having a street access frontage with Turnbull Lane. The site area is 503.1m². The area is part of the newly released Gregory Hills residential area. **A location map is provided at the end of this report.**

THE PROPOSAL

Development consent is sought to construct a four bedroom single storey principal dwelling and attached two storey two bedroom (60m²) secondary dwelling and associated strata subdivision. The secondary dwelling configuration is also known as a Studio/Fonzie Flat development, and is termed as such in the Turner Road Precinct Development Control Plan.

Both the principal and secondary dwelling propose to be constructed as brick veneer homes with a metal (Colorbond) roof on a concrete ground floor slab. The principal dwelling is proposed to be a single storey dwelling and fronts Donovan Boulevard. The secondary dwelling is proposed as a two storey dwelling, located above a three car garage that fronts Turnbull Lane.

The principal dwelling is setback 4.5m to Donovan Boulevard, while the secondary dwelling is setback a distance of 2.5m to Turnbull Lane (as measured to closest wall with the balcony being 600mm closer).

The southern side boundary setback is 1500mm, while the closest northern boundary setback is 1360mm.

A copy of the proposed plans is provided at the end of this report. A copy of the floor plans is provided with the Business Paper supporting documents.

NOTIFICATION

Surrounding neighbours were notified of the application between the 6 January 2012 and the 3 February 2012. One submission was received objecting to the proposal.

The submission is assessed in the “Any submissions” part of the “Assessment” section of this report.

A copy of the submission is provided with the Business Paper supporting documents.

PLANNING CONTROLS

The following plans and policies have been considered in the assessment of this application:

- State Environmental Planning Policy (Sydney Region Growth Centres) 2006.
- Turner Road Precinct DCP 2007.

ASSESSMENT

The DA has been assessed in accordance with Section 79C of the *Environmental Planning and Assessment Act, 1979*.

The following comments are made with respect to the critical aspects of the application.

(1)(a) (i) the provisions of any environmental planning instrument

State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The environmental planning instrument applying to the allotment is the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (the SEPP). The land under this planning instrument is zoned R1 General Residential.

Secondary dwellings are a permitted use under the R1 General Residential zoning.

Appendix 1 of the SEPP applies to the South West Growth Centres precincts of Oran Park and Turner Road. The following relevant development standards or clauses in Appendix 1 of the SEPP are considered to apply to the intended development.

Clause 2.6 – Subdivision – consent requirements

The proposed development seeks the strata subdivision of the principal and secondary dwelling development.

Clause 2.6 advises that consent is generally required for strata subdivision, which is being sought with this application.

Clause 4.3 – Height of buildings

The proposed development complies with the maximum height of buildings, which is 9.5m for this area (building height is less than 7m).

There are no other relevant development standards or clauses applying to the site.

(1)(a) (ii) the provisions of any draft environmental planning instrument

There is no relevant draft environmental planning instrument applying to the land.

(1)(a) (iii) the provisions of any development control plan

Turner Road Precinct DCP 2007

Section 7.1 – 7.10 – Residential Development

The proposal has been assessed against Clause 7.1 – 7.10 which provide for controls related to the principal dwelling including setbacks, private open space and the proposal fully complies.

7.11 Studios/Fonzie Flats

Table 17 of Section 7.11 provides for specific controls relating to Studio/Fonzie Flat developments in Turner Road.

This section of the DCP identifies two differing types of Fonzie Flats, being Type 1 and Type 2 studios. The development proposes the 'Type 2 Studio' configuration.

A summary of these controls as provided for in Table 17 are as follows:

TYPE 2 STUDIO	COMPLIANCE / COMMENTS
Maximum floor area 60m ² , excluding balcony, car space and stairs.	✓ Complies – 60m ² proposed.
One additional dedicated on-site car parking spaces. Car parking space to be located in behind building façade line of principal dwelling. No stacked configuration.	✓ Complies – One dedicated space for secondary dwelling and two for principal dwelling.

Private open space of 8m ² balcony accessed directly off living plus a 5m ² ground level service yard.	✓ Complies – Balcony and service yard complied with.
Studio to be located over garage of the principal dwelling.	✓ Complies – Studio located over garages.
Strata title subdivision only from the principal dwelling or dwellings on the land.	✓ Complies – Strata subdivision proposed.
Access to studio to be separate from principal dwelling and is to front public street, lane or shared private accessway.	✓ Complies – Separate access to studio. Studio faces and is accessed from Turnbull Lane.
Provision for separate services (mail and garbage). On site garbage storage to not be visible.	<ul style="list-style-type: none"> ✓ Complies – Separate services. Bin store in service yard. Collection of bins off Turnbull Lane for studio and Donovan Boulevard for principal dwelling. ✓ Approval received from Council's Environment Branch for waste collection measures.
BASIX for each dwelling.	✓ Complies – Multi-unit BASIX certificate provided.

The proposed secondary dwelling is considered to comply with all the relevant requirements of Section 7.11 of the DCP.

8.1 Visual and Acoustic privacy

Section 8.1 provides for specific visual and acoustic controls.

A summary of these controls are as follows:

PRIVACY	COMPLIANCE / COMMENTS
Direct overlooking of main habitable areas and private open spaces should be minimised.	<ul style="list-style-type: none"> ✓ Neighbouring main habitable areas and private open spaces are located at suitable distances. ✓ Amended plans have been provided that show partial screening of proposed balcony with timber battens to minimise overlooking across Turnbull Lane to neighbouring private open spaces.
Habitable room windows with direct sightline to habitable room windows in adjacent dwellings within 9m are to have privacy controls (eg. Privacy screens, increased sill heights).	✓ Distance to closest windows of adjacent dwellings (existing house on Lot 1274) is over 9m (more than 12.4m).
Acoustic controls between floors and walls.	✓ Compliance with the Building Code of Australia is required for the proposed development.

(1)(a) (iia) the provisions of any planning agreements

There are no planning agreements relating to this proposal.

(1)(a) (iv) the provisions of the regulations

The Regulations do not specify any matters that are applicable to this development.

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

Section 79C requires Council to consider the likely impact of a development, including environmental impacts on both the natural and built environments, and the social and economic impacts in the locality.

These impacts are considered to be satisfactory, as the development is an acceptable land use which is permitted within the Gregory Hills area.

The development will have minimal environmental impacts on both the natural and built environments, and the social impacts of a proposed development are considered to be of an acceptable nature.

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

The site is overall considered to be suitable for the development. There are no factors associated with the site that restrict the intended development.

(1)(d) any submissions received

This application was publicly notified between 6 January and 3 February 2012. One submission letter was received from an adjoining owner. The issues raised in the submission are as follows:

1. Never informed of medium/high density housing when buying land.

Officer comment:

The proposed development is considered to be low density residential housing and is not medium or high density housing.

Secondary dwellings are commonly allowed throughout the State as complying or local development under the *State Environmental Planning Policy (Affordable Rental Housing) 2009*, and are seen as a lower density scale of housing development.

It is also important to note that the R1 General Residential zone also permits higher density housing such as multi-dwelling housing within the zone.

2. The provision of only three parking spaces with no regard for visitor parking, coupled with the laneway width for the site and also the cumulative impacts of similar development on neighbouring sites.

Officer comment:

The Turner Road Precinct DCP 2007 requires one space for the secondary dwelling and two spaces for the principal dwelling. The number of car parking spaces proposed has therefore been complied with.

There is no requirement for visitor parking under the DCP. Parking for visitors will be accommodated within the road network areas surrounding the site.

Council in assessing the application has required an increase in garage setbacks to a minimum of 2.5m in order to achieve compliance with AS2890.1-2004. This allows for a greater setback and space for parking. Visitors to the principal dwelling can park along Donovan Boulevard as this dwelling fronts Donovan Boulevard (front entry door to Donovan Boulevard).

3. Privacy from balcony and vision into bedroom and bathroom windows and impacts from traffic.

Officer comment:

Section 8.1 of the Turner Road Precinct DCP 2007 requires controls for direct sightline viewing from habitable room windows of a development to the habitable room windows of adjacent development.

The proposed secondary dwelling has the closest habitable room window, being the Bedroom 2 window, at a distance of 2.5m to the boundary with Turnbull Lane. Turnbull Lane has a carriageway/footway width of 6.9m, while the house at Lot 1274 is setback between 4.1m and 3m to Turnbull Lane (based on privately issued complying development certificate approval documents held by Council). The closest setback between windows (both habitable and non-habitable bathroom windows) would therefore be not closer than 12.4m. The balcony of the secondary dwelling being 600mm closer would therefore also be more than 9m away.

The balcony of the proposed secondary dwelling has been amended to provide for a privacy screen that provides for additional privacy reduction. This screen, in addition to the Turnbull Lane width separation distance, is considered to limit direct overlooking of private open spaces as required by the DCP.

The impacts of traffic noise from the development on windows of the objector's home is considered to be satisfactory and in keeping with normal residential traffic movements and volumes.

Turnbull Lane is also a 'through road' to Butler Street, and vehicle movements from this area of Gregory Hills will still occur in conjunction with the intended development site.

4. Occupants will be renters and not owner occupied.

Officer comment:

The occupation of the development, whether by renters or owner-occupiers, is not a matter that is regulated by Council or which can be regulated by Council.

5. Traffic and vehicle movements in Turnbull Lane will not be satisfactory due to laneway design.

Officer comment:

Turnbull Lane, with a carriageway width of 6m, is considered of satisfactory width and design to allow for the traffic movements of the proposed and surrounding residential development.

6. Loss of property value.

Officer comment:

The proposed development is a residential development permitted by the zoning for the area. As a permissible development type, it is considered unlikely that this development would significantly devalue any adjoining properties.

(1)(e) the public interest

Overall, this development is considered to be within the public interest. The proposed development represents the planned and orderly development of the site and will not result in any unacceptable impacts.

CONCLUSION

Council has received a DA for the construction of a single storey principal dwelling and attached two storey secondary dwelling and associated strata subdivision at No 39 (Lot 1238) Donovan Boulevard, Gregory Hills. The application has been publicly notified and the neighbouring owner submissions received have been considered in this report. The application has also been assessed in accordance with the provisions of Section 79C of the *Environmental Planning and Assessment Act, 1979*.

It is considered that the proposed single storey principal dwelling and attached two storey secondary dwelling and associated strata subdivision development to be an acceptable development of the site.

This development application is therefore able to be 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) **Development in Accordance with Plans** – The development is to be in accordance with plans and documents listed below, except as otherwise provided by the conditions of this consent:

Plan / Development No.	Description	Prepared by	Dated
3600-6tw, Sheets 1 to 15, as amended	Architectural plans	Dartanyon & Belinda Underwood	Issue H dated 1 May 2012
Statement of environmental effects and BASIX Certificate.			

Where there is an inconsistency between the approved plans/documentation and the conditions of this consent, the conditions of this consent override the approved plans/documentation to the extent of the inconsistency.

- (2) **Building Code of Australia** - All works must be carried out in accordance with the requirements of the *Building Code of Australia*.
- (3) **Strata Plan of Subdivision** – Section 37 and 37A of the *Strata Schemes (Freehold Development) Act, 1973* require an application to be submitted to Camden Council or an accredited certifier for approval prior to the issue of the certified Strata Plan of Subdivision.

The applicant will be required to submit documentary evidence that the property has been developed in accordance with the plans approved by Development Consent 1484/2011 and of compliance with the relevant conditions of consent, prior to the issuing of a Strata Plan of Subdivision.

- (4) **Mobile Garbage Bin Pads** – The secondary dwelling shall be provided with a mobile garbage bin pad (or separate pads) measuring a total of 3m x 0.9m in dimension. The bin pad(s) shall be located adjacent to the driveway access point in Turnbull Lane.

All primary dwelling waste collection shall be via Donovan Boulevard.

- (5) **Driveway Gradients and Design** – The driveway gradient and design for the dwelling house shall comply with Australian Standard *AS2890.1-2004* – ‘Off street car parking’.

Driveway and garage levels are critical and may be required to be confirmed during construction with the provision of a Survey Report.

Development levels provided on the approved plans may also need to be confirmed or checked prior to works commencing. Council takes no responsibility for any errors in levels provided.

- (6) **Infrastructure in Road and Footpath Area** - Any costs incurred due to the relocation of light poles, kerb inlet pits, service provider pits or other restrictions in the street footpath area shall be borne by the owner/developer, and not Council.
- (7) **Driveways and Street trees** – Approval is granted for the removal of the street trees at the front of the site in the area of the driveway. The removal of these street trees shall only occur with the approval and supervision of Dart West. Where possible, street trees shall be relocated to an area suitable to Dart West.
- (8) **Geotechnical Classification** - The piers/slab/footings shall be designed and certified by a practising structural engineer and shall take into consideration the geotechnical classification applicable to the site.

2.0 - Construction Certificate Requirements

The following conditions of consent shall be complied with prior to the issue of a Construction Certificate.

- (1) **Salinity** – The proposed dwellings, landscaping and associated works for the dwellings are to be constructed in accordance with the requirements of the Salinity Management Plan prepared by “Douglas Partners” Project 40741.02-1 dated December 2007. Details shall accompany the Construction Certificate application.

- (2) **Strata Plan Amendments** – The strata plan as shown on the architectural plans has not been approved.

Amended plans shall be provided for Council’s consideration and approval prior to the issue of the Construction Certificate that shows the following:

- identified lots in the proposed strata plan,
- applicable areas for each lot being created,
- car parking areas applying to each lot, and
- the building areas (floor areas) and associated non-building lot areas.

Note: A final Strata Plan of Subdivision shall be prepared to a quality suitable for lodgement with the NSW Land & Property Information.

- (3) **Fencing** – All fencing for acoustic purposes, as nominated in the 88b instrument applying to the land, shall be in accordance with the Acoustic Report applying to the allotment of land.

Details shall be approved by the certifying authority as part of the Construction Certificate application.

- (4) **Acoustic Construction Measures** – Amended plans or other supporting details shall be prepared for assessment and approval by the certifying authority for the Construction Certificate showing compliance with the acoustic report prepared by “Acoustic Logic Consultancy” Report Reference 2007588/2806A/R8/VF dated 9 July 2008.

All dwelling construction requirements and attenuation treatments (including window/door glazing, acoustic seals, external doors, ceiling insulation, wall and ceiling construction) for the dwelling shall comply with the Acoustic Report.

Note: Where the 88b instrument applying to the land is modified or varied to require compliance with another acoustic report at time of Construction Certificate application, compliance with this amended report shall occur.

- (5) **Electrical Services** - Prior to the issue of a Construction Certificate, a written clearance is to be obtained from Endeavour Energy stating that electrical services have been made available to the development, or that arrangements have been entered into for the provision of services to the development. In the event that a padmounted substation is necessary to service the development, Camden Council shall be consulted over the proposed location of the substation before the Construction Certificate for the development is issued as the location of the substation may impact on other services and building, driveway or landscape design already approved by Council.

- (6) **Section 94 Contributions** - Pursuant to Oran Park and Turner Road Precincts Section 94 Contributions Plan adopted in February 2008, contributions shown in the following table (showing the infrastructure type and respective amount) must be paid to Council.

Infrastructure Type	Monetary Amount (a)	Land Area (m ²) (b)	Additional Land Area (sqm) (c)
Open space and recreation - land	\$4,445.00		

Open space and recreation – works	\$4,988.00		
Open space and recreation – project management	\$112.00		
Open Space and recreation – sub total	\$9,545.00		
Community facilities – land	\$57.00		
Community facilities – works	\$853.00		
Community facilities – project management	\$19.00		
Community facilities – sub total	\$929.00		
Total	\$10,474.00		

ORD02

- (a) **Monetary Amount.** The monetary contribution specified in the Monetary Amount column of the above table must be paid to Council prior to the issue of a Construction Certificate. The monetary contributions must be indexed by the methods set out in clause 2.14 of the Contributions Plan at the date of payment.

At the sole discretion of Council the monetary contributions may be offset by works in kind. Such works cannot commence until an agreement is made with Council pursuant to the Contributions Plan. If such agreement is to be undertaken, it must be signed prior to the release of a Construction Certificate.

- (b) **Land Area.** The amount of land specified in the Land Area column of the above table must be dedicated to Council free of cost.
- (c) **Additional Land Area.** The Indicative Layout Plan in the Oran Park Development Control Plan and the Oran Park and Turner Roads Precincts Section 94 Contributions Plan requires additional land for a public purpose associated with this development area. The amount of land specified in the Additional Land Area column of the above table must be dedicated to Council, with compensation to be agreed in writing between Council and the developer, such as through a Works In Kind Agreement.

Note: Any other land proposed by the applicant to be dedicated to Council, that is not land required to be dedicated to Council by the condition of consent relating to development contributions (i.e. not land identified in the above table), must be dedicated to Council free of cost.

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) **Erection of Signs** – Shall be undertaken in accordance with Clause 98A of the *Environmental Planning and Assessment Regulation 2000*.
- (3) **Toilet Facilities** - Toilet facilities must be available or provided at the work site before works begin and must be maintained until the works are completed at a ratio of one toilet plus one toilet for every 20 persons employed at the site.

Each toilet must:

- (a) be a standard flushing toilet connected to a public sewer, or
 - (b) have an on-site effluent disposal system approved under the *Local Government Act 1993*, or
 - (c) be a temporary chemical closet approved under the *Local Government Act 1993*.
- (4) **Notice of Commencement of Work and Appointment of Principal Certifying Authority** – Notice in the manner required by Section 81A of the *Environmental Planning and Assessment Act 1979* and clauses 103 and 104 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 or subdivision works.
- (5) **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.
- (6) **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 re-vegetation).

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.

Provide a stabilised entry/exit point. The access should be a minimum of 2.5m wide and extend from the kerb to the building line. The access should consist of aggregate at 30-40mm in size.

Vehicle access is to be controlled so as to prevent tracking of sediment onto adjoining roadways, particularly during wet weather or when the site has been affected by wet weather.

4.0 - During Construction

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

- (1) **Fill Quality** – Any fill material brought in for the construction of the development must only contain uncontaminated soil, clay, shale or rock. No effluent, garbage or trade waste, including building or demolition waste must be included in the fill. The extent and depth of filling must only occur in accordance with the approved plans and any other conditions of the Development Consent.

Evidence of the certification of the fill as uncontaminated shall be provided to the Principal Certifying Authority.

- (2) **Works by Owner** - Where a portion of the building works do not form part of a building contract with the principal contractor (builder) and are required to be completed by the owner, such works must be scheduled by the owner so that all works coincide with the completion of the main building being erected by the principal contractor.
- (3) **Survey Report (Peg Out)** - The building must be set out by a registered Land Surveyor. A Survey Report detailing the siting of the building in relation to the allotment boundaries shall be submitted to the Principal Certifying Authority (PCA) prior to the placement of any concrete.
- (4) **Building Platform** - This approval restricts excavation or fill for the purposes of creating a building platform. The building platform shall not exceed 2m from the external walls of the building. Where the external walls are within 2m of any property boundary, no parallel fill is permitted and a deepened edge beam to natural ground level must be used.
- (5) **Retaining Walls** - If the soil conditions require it:
 - (a) retaining walls associated with the erection or demolition of a building or other approved methods of preventing movement of the soil must be provided, and
 - (b) retaining walls must be constructed a minimum of 300mm from any property boundary to ensure all associated drainage and backfill remain wholly within the subject property.

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 provided to the Principal Certifying Authority, 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;

Note: Where Councils is nominated as the Principal Certifying Authority, construction of the retaining wall must be inspected at critical stages as nominated in the Mandatory Inspection Notice. Prior to issue of an Occupation Certificate, certification will also be required attesting that the wall has been built in accordance with the relevant standard.

- (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).

- (6) **Hours of Work** – The hours for all construction and demolition work are restricted to between:
- (a) 7.00am and 6.00pm, Monday to Friday (inclusive);
 - (b) 7.00am to 4.00pm on Saturday (if construction noise is inaudible to adjoining residential properties), otherwise 8.00am to 4.00pm;
 - (c) work on Sunday and Public Holidays is prohibited.
- (7) **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:
- (a) the delivery of material shall only be carried out between the hours of 7.00am and 6.00pm, Monday to Friday, and between 8.00am and 4.00pm on Saturdays;
 - (b) 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;
 - (c) 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;
 - (d) 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;
 - (e) a waste control container shall be located on the development site.
- (8) **Footpath Levels** - The ground levels of the footpath area within the road reserve (between the boundary of the subject site to the kerb and gutter) must not be altered (by cut or fill) as a consequence of building design and/or construction.
- (9) **Surface Drainage** – To prevent surface water from entering the building:
- (a) the floor level for slab on ground construction shall be a minimum of 150mm above finished ground level for habitable rooms;
 - (b) seepage and surface water shall be collected and diverted clear of the building by a sub-surface/surface drainage system;
 - (c) the control of surface water drainage shall in all respects comply with the *Building Code of Australia (Class 1 and Class 10 Buildings)*;
 - (d) where a rainwater tank is required on the site, all surface water drainage lines shall be connected to the outlet overflow drainage line from the rainwater tank.

- (10) **Shoring and Adequacy of Adjoining Property** - Shall be in accordance with Clause 98E of the *Environmental Planning and Assessment Regulation 2000*.
- (11) **Protection of Public Places** – If the work involved in the erection or demolition of a building:
- (a) is likely to cause pedestrian or vehicular traffic in a public place to be obstructed or rendered inconvenient, or
 - (b) building involves the enclosure of a public place,

a hoarding or fence must be erected between the work site and the public place.

If necessary, an awning is to be erected, sufficient to prevent any substance from or in connection with the work falling into the public place. The work site must be kept lit between sunset and sunrise if it is likely to be hazardous to persons in the public place. Any such hoarding, fence or awning is to be removed when the work has been completed.

- (12) **Roofwater to Street** - The roof of the subject building(s) shall be provided with guttering and down pipes and all drainage lines, including stormwater drainage lines from other areas and overflows from rainwater tanks, conveyed to the street gutter.

Connection to the street gutter shall only occur at the existing drainage outlet point in the street gutter. New connections that require the rectification of the street gutter shall only occur with the prior approval of Camden Council.

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.

- (13) **BASIX Certificate** – Under clause 97A of the *Environmental Planning & Assessment Regulation 2000*, it is a condition of this development consent that all the commitments listed in each relevant BASIX Certificate for the development are fulfilled.

In this condition:

- (a) relevant BASIX Certificate means:
 - (i) a BASIX Certificate that was applicable to the development when this development consent was granted (or, if the development consent is modified under Section 96 of the Act, a BASIX Certificate that is applicable to the development when this development consent is modified); or
 - (ii) if a replacement BASIX Certificate accompanies any subsequent application for a Construction Certificate, the replacement BASIX Certificate; and
 - (b) BASIX Certificate has the meaning given to that term in the *Environmental Planning & Assessment Regulation 2000*.
- (14) **Survey Report (Completion)** - A Survey Report prepared by a registered land surveyor shall be provided upon completion of the building. The Survey Report shall be submitted to the Principal Certifying Authority (PCA) upon completion of the building and prior to the issue of an Occupation Certificate.

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) **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.

- (2) **Footpath Crossing Construction** – Prior to use or occupation of the development, a footpath crossing must be constructed in accordance with the Development Consent, approved plans and Camden Council's issued footpath crossing information.
- (3) **Internal Garbage Bin Sign** – Prior to the issue of an Occupation Certificate, a sign must be permanently erected within each secondary dwelling which states the following:

"Garbage and recycling bins are to be placed on the bin pad adjacent to Turnbull Lane the night before collection. Any parked cars in Turnbull Lane will prevent the servicing of these bins.

Note: *The Australian Road Rules require that a driver must not stop (or park) with any part of the vehicle on or across a driveway.*

Please do not obstruct waste collection."

- (4) **Sydney Water Clearance** – Prior to the issue of an Occupation Certificate, a Section 73 Compliance Certificate under the *Sydney Water Act, 1994* must be obtained from Sydney Water and submitted to the Principal Certifying Authority.

END OF CONDITIONS

RECOMMENDED

That Council approve Development Application 1484/2011 for the construction of an attached principal and secondary dwelling development and strata subdivision at No 39 (Lot 1238 DP 1153633) Donovan Boulevard, Gregory Hills subject to the draft Development Consent Conditions shown above.

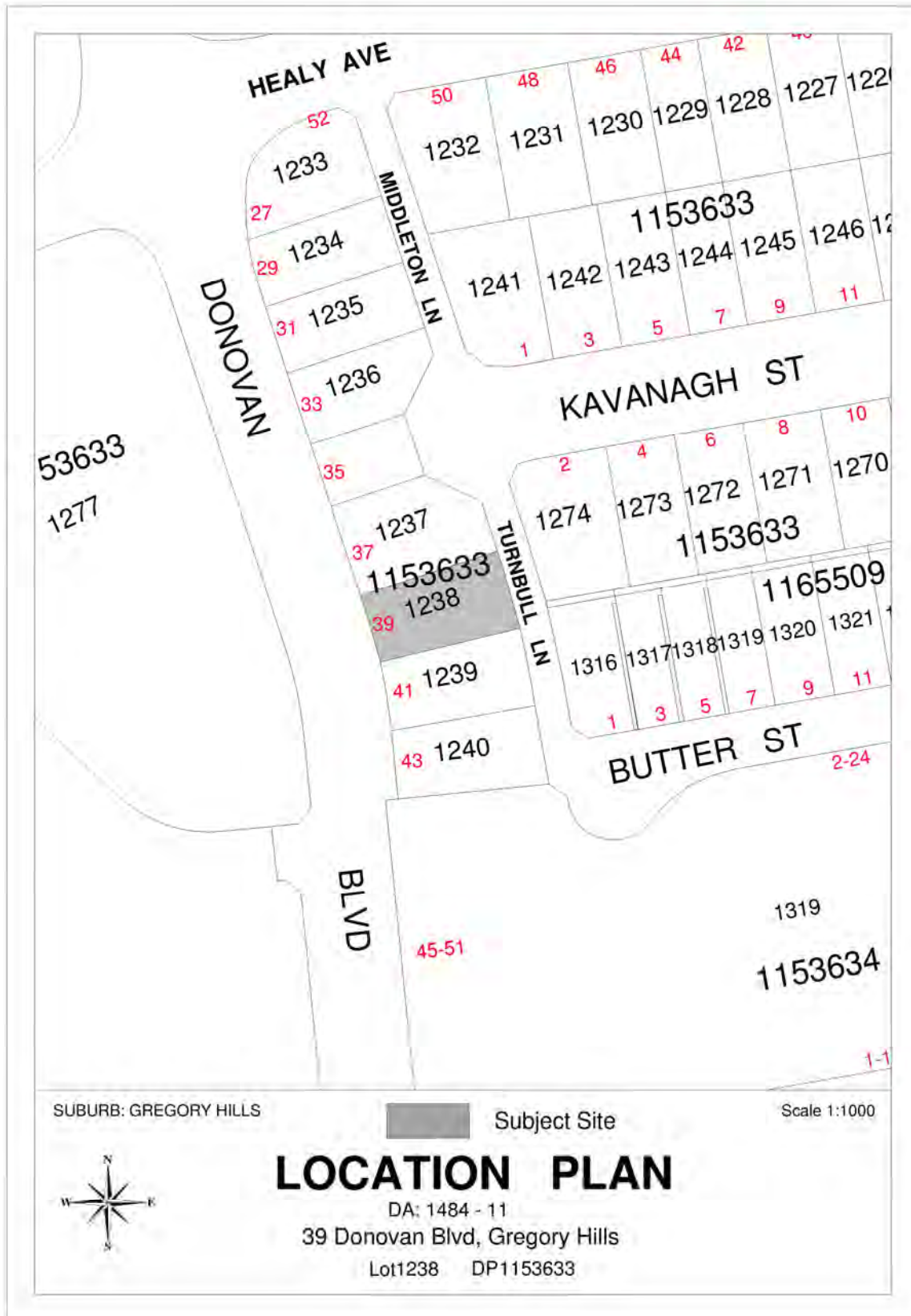
ATTACHMENTS

1. Location plan
2. Proposed Plans
3. Floor Plans - *Supporting Document*
4. Submission - *Supporting Document*

ORD02

ORD02

Attachment 1



SUBURB: GREGORY HILLS

Subject Site

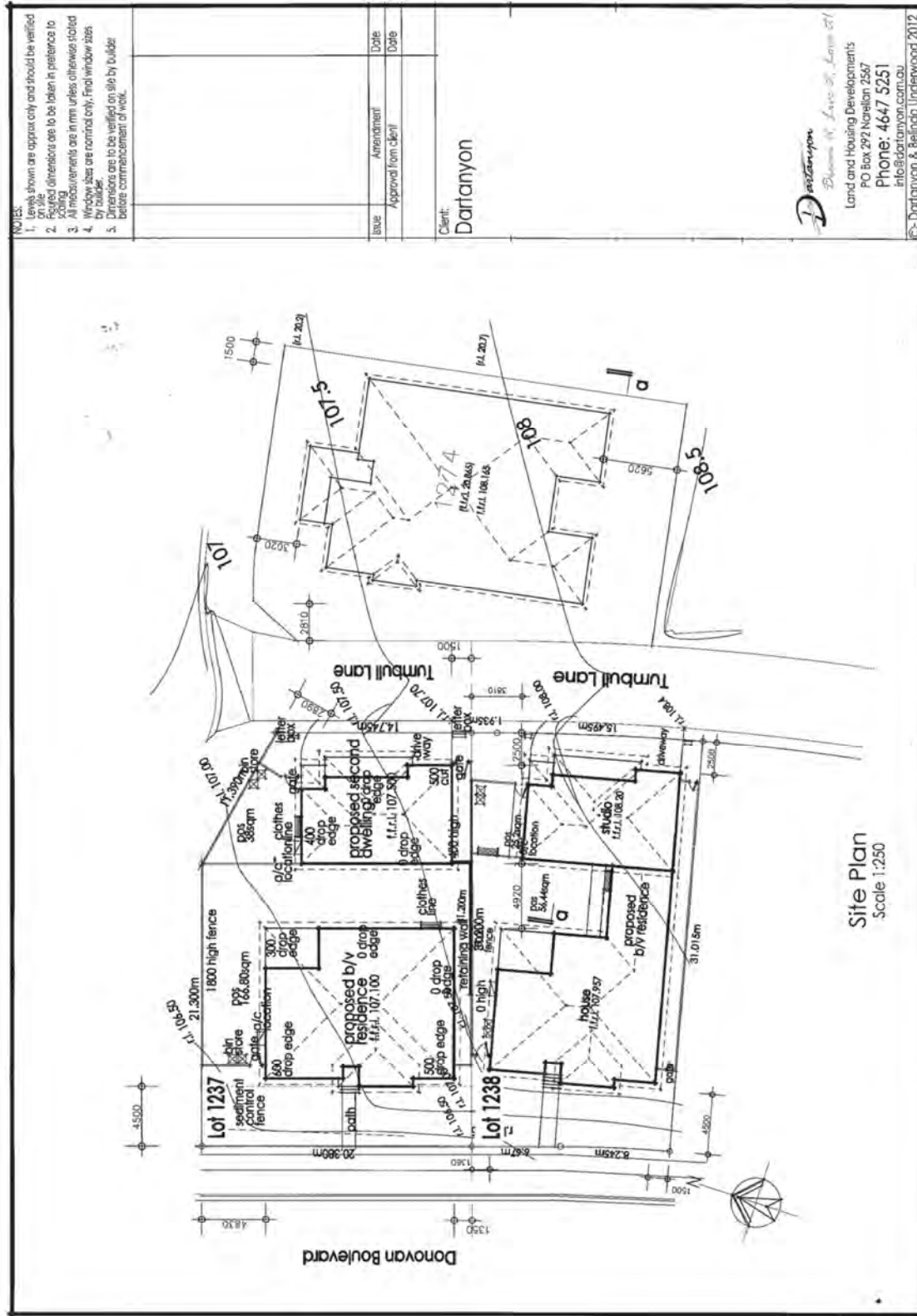
Scale 1:1000

LOCATION PLAN

DA: 1484 - 11

39 Donovan Blvd, Gregory Hills

Lot1238 DP1153633



- NOTES:**
1. Levels shown are approx only and should be verified on site.
 2. All dimensions are to be taken in preference to the drawings.
 3. All measurements are in mm unless otherwise stated.
 4. Window sizes are nominal only. Final window sizes by builder.
 5. Dimensions are to be verified on site by builder before commencement of work.

Issue	Amendment	Date

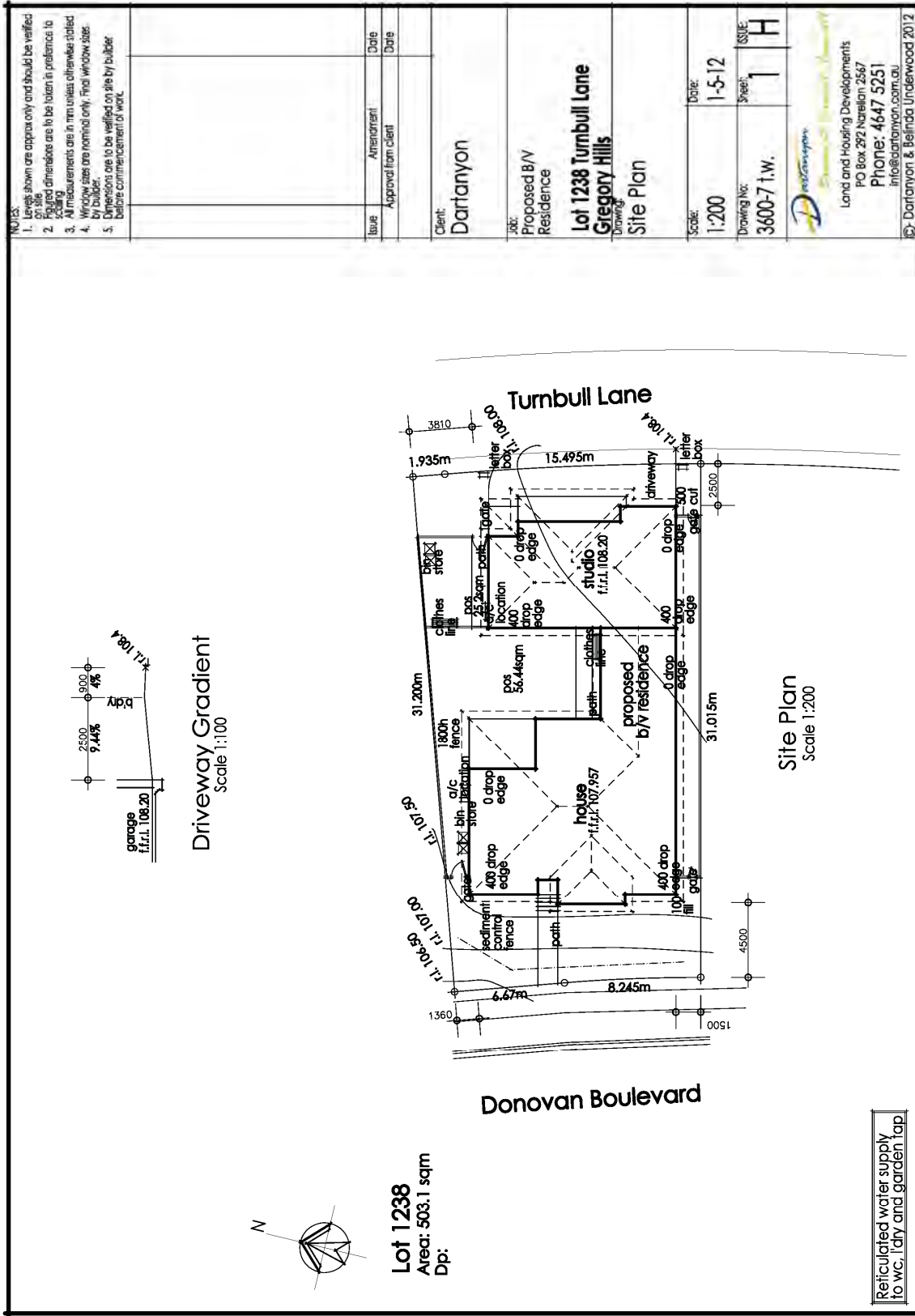
Client:
Dartanyon

Dartanyon
 Building & Landscape
 Land and Housing Developments
 PO Box 292 Norelton 2567
 Phone: 4647 5251
 info@dartanyon.com.au
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Attachment 2
 ORD02

ORD02

Attachment 2



NOTES:

1. Levels shown are approximate and should be verified on site.
2. All measurements are to be taken in preference to existing dimensions.
3. All measurements are in mm unless otherwise stated.
4. Window sizes are nominal only. Final window sizes by builder.
5. Dimensions are to be verified on site by builder before commencement of work.

Issue	Amendment	Date
Approval from client		Date

Client: **Dartanyon**

Job: **Proposed B/V Residence**

Lot 1238 Turnbull Lane Gregory Hills

Drawing: **Elevations**

Scale: **1:100** Date: **1-5-12**

Drawing No: **3600-7 I.W.** Sheet: **7** ISSUE: **H**

Front Elevation

Rear Elevation

Labels in drawings include: roof pitch 22.5, roof sheathing as selected, windows as selected, brickwork as selected, cladding as selected, floor level, timber battens, handrailing as selected, and boundary lines (b.dry, n.g.l.).

Land and Housing Developments
 PO Box 292 Norralan 2567
 Phone: 4647 5251
 info@dartanyon.com.au

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ORD02

Attachment 2

Attachment 2

ORD02

NOTES:

1. Levels shown are approximate and should be verified on site.
2. Figured dimensions are to be taken in preference to scaling.
3. All measurements are in mm unless otherwise stated.
4. Window sizes are nominal only. Final window sizes by builder.
5. Dimensions are to be verified on site by builder before commencement of work.

Issue	Amendment	Date
	Approval from client	

Client: **Dartanyon**

100: Proposed B/V Residence

Lot 1238 Tumbull Lane Gregory Hills

Elevations

Scale: 1:100 Date: 1-5-12

Drawing No: 3600-7 t.w. Sheet: 8 OF 8

Dartanyon & Bairda Underwood 2012

Land and Housing Developments
PO Box 292 Narellan 2567
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Side Elevation

Side Elevation



ORDINARY COUNCIL

ORD03

ORD03

SUBJECT: ADOPT A PET PROGRAM/PAWS IN THE PARK
FROM: Director, Development and Health
BINDER: E&H/Animals/Law& Enforcement/Standards/Companion Animals Act

PURPOSE OF REPORT

The purpose of this report is for Council to consider the results and future of two Companion Animal programs which were run during 2011, being:

1. The 'Adopt a Pet' Program which is aimed at reducing euthanasia rates for impounded companion animals; and
2. 'Paws in the Park', a community event which is sponsored 'in kind' by Council.

BACKGROUND

1. Adopt a Pet Program

The *Companion Animals Act 1998* requires dogs and cats to be identified by way of microchip and registration. If a micro chipped animal is impounded, then Council is required by law to maintain the animal for a minimum of 14 days before the animal is sold, rehomed or euthanized. If an animal is not identified by way of microchip, then Council must maintain the animal for a minimum of 7 days before the animal is sold, rehomed or euthanized.

On 25 January 2011, Council resolved to implement a trial program in an effort to reduce the euthanasia rates of animals. At that time, Council resolved that:

- i. Council advertise the campaign for a twelve (12) month period for up to four (4) animals per week from Renbury Animal Shelter;*
- ii. Council allocate an additional \$30,000 to the Companion Animals budget to cover the cost of upkeep for the advertised animals for up to a six (6) day period whilst the animals are impounded;*
- iii. Council secure a written commitment for a quarter page advertisement at half cost with the Camden Advertiser for twelve (12) months;*
- iv. Council write to Liverpool, Bankstown and Fairfield Councils to advise them of Council's initiative and encourage them to undertake similar initiatives in conjunction with Renbury Animal Shelter; and*
- v. a report be brought back to Council in twelve (12) months time advising of the outcome of the twelve (12) month trial.*

The 12 month program involved a maximum of four animals each week being retained at the pound beyond the mandatory holding period. The selected animals were kept for an additional six days and advertised with photos in the local newspaper seeking a suitable home.



The cost to Council for an animal to be kept at the pound is currently \$27.09 per day for dogs and \$21.45 per day for cats. The cost of euthanasia of an animal is currently set to the same rates as the maintenance fees for that animal.

2. Paws in the Park

The Paws in the Park event was held at the Bicentennial Equestrian Park on 28 October 2011. The event was widely publicised and supported by non-for-profit groups, as well as businesses involved in the pet industry.

Prior to the day, participants were requested to register their interest with Council to participate in a 3km or 5km walk and they received a 'Royal Canine' show bag. A total of 382 people registered to walk their dogs, there were 35 stalls on the day and it was estimated that over 1,000 people attended the event.

On the day there were numerous dog demonstrations combined with Dr Katrina Warren and her Golden Retriever welcoming everyone back from their walk, giving talks and judging fun dog competitions.

Council staff managed a 'Scan Your Dog' to win competition. Dogs were scanned for microchips at stalls held by Camden Council, Sydney University Vet, Macarthur Vets and Renbury Farm. On the day, 304 dogs were scanned and animal owners were reminded of the importance of micro chipping and keeping those details up to date.

The Paws in the Park event raised approximately \$6,500 from donations, sponsorship and stall holder fees. Council provided support to the event in terms of staff planning the event, set up and helping on the day, however the committee that comprised of local veterinarians, media, service clubs and the like, carried the event to fruition.

MAIN REPORT

Adopt a Pet Program

The Adopt a Pet program trial has been run between January 2011 and February 2012 inclusive. During that period 227 animals were advertised, of which 150 originated in the Camden LGA. Those animals were photographed and advertised in the local paper in an attempt to raise the awareness of animals in the pound, as well as raising the profile of Renbury Farm Animal Shelter operating as Camden's impound facility.

The primary aim of the program was to reduce the euthanasia of animals that potentially could be offered a new home. The advertised animals were kept up to an additional six days longer than the mandatory holding period so that an interested person had the opportunity to purchase the animal.

The animals were selected on a weekly basis by kennel staff working at Renbury Animal Shelter. The staff are trained and experienced in animal handling, temperament and behavioural assessment.

It is important to acknowledge that at times there are animals which are unsuitable to be rehomed. Some animals that are surrendered to the pound are in poor health or have exhibited aggressive traits.

During the trial there were periods where Camden did not have four suitable animals to advertise. In these cases suitable animals were chosen from another council area such as Liverpool, Fairfield or Bankstown. In these instances Camden Council did not pay



for the additional maintenance costs. The advertising of out of area animals occurred for approximately 35 weeks during the 12 month trial.

In accordance with Council's previous resolution, letters were sent to Liverpool, Fairfield or Bankstown Councils in 2011 advising them of our initiative, however to date there has been no response.

The cost to Council for the maintenance of animals kept for extended periods of time past their mandatory holding period was \$5,100. The column placed in the newspaper cost \$180 per week; total \$9,360 (with a 50% subsidy). The total cost of the program to Council for the 12 month period was \$14,460.

Recent discussions with the Camden Advertiser has resulted in an agreement that they will continue to support the program by offering a 50% ongoing subsidy for the advertising undertaken by Council should the program be continued.

Results

The results of the Adopt a Pet program are as follows:

Table 1 shows the fate of the animals advertised under the Adopt a Pet Program. Of the 227 animals advertised, 17% (40 animals) were euthanized and the remaining were released, sold or sent to rescue agencies.

Jan 2011 Feb 2012	Released to owner	Sold	Rescued	Euthanized	Totals
Camden Animals	10	38	76	26	150
Other Council's Animals	3	20	40	14	77
Total	13 (6%)	58 (25%)	116 (51%)	40 (17%)	227

Table 1: Animals advertised under the adopt a pet program (Source: Renbury & Camden Council)

When considering the effectiveness of the 12 month trial it is helpful to consider the overall statistics or performance of the pound and the fate of all animals that entered the facility for each calendar year 2009, 2010 and 2011.

Table 2 shows the fate of all animals that entered the pound in 2009, 2010 and 2011.

Year	Total		Released		Sold		Rescued		Euthanized	
	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs	Cats	Dogs
2009	193	395	5	185	12	71	39	84	137	55
2010	238	416	7	203	16	55	92	71	123	87
2011 (Adopt a Pet)	210*	413	8	178	29	69	80	117	93	49

Table 2: (Source: DLG statistics – supplied by Camden Council)

Table 3 shows the fate of dogs and cats at the Renbury Animal Shelter during 2009, 2010 and 2011.

		All Dogs entering the Pound			
Year	Total	Released	Sold	Rescued	Euthanized
	Dogs				
2009	395	46.8%	18.0%	21.3%	13.9%
2010	416	48.8%	13.2%	17.1%	20.9%
2011 (Adopt a Pet)	413	43.1% (neutral result)	16.7% (neutral result)	28.3% (+ve result)	11.9% (+ve result)
		All cats entering the Pound			
Year	Total	Released	Sold	Rescued	Euthanized
	Cats				
2009	193	2.6%	6.2%	20.2%	71.0%
2010	238	2.9%	6.7%	38.7%	51.7%
2011 (Adopt a Pet)	210*	3.8% (+ve result)	13.8% (+ve result)	38.1% (neutral result)	44.3% (+ve result)

* This figure does NOT include 43 Feral cats from Harrington Park

As can be seen from the data there are some positive trends. Whilst the total number of animals impounded has increased, there was a reduction in dogs being euthanized between 2010 and 2011, and an increase of dogs and cats sold and dogs going to rescue agencies for rehoming.

Whilst the results from the 12 month trial period indicate some positive trends, it is difficult to draw absolute conclusions due to the limited period. Council could consider continuing the trial for a further 12 month period to monitor whether these trends continue.

Camden Council, with the consent of the Minister of Local Government, has permitted 41 authorised rescue agencies to regularly attend Renbury Farm Animal Shelter to pre-claim animals that have a chance of being successfully rehomed. The animals are released to rescue agencies after their mandatory holding period at no cost to the agency or Renbury Farm. Council is burdened by the cost of maintenance up to the point of release.

Council supports rescue agencies as they hold the animal within foster carer's homes. The animals are happier and less stressed being held in private homes and may be

further evaluated for rehoming suitability, and often receive some basic obedience training from their foster carers. Thus rescue organisations have a greater chance of finding the animal a suitable new home.

Another benefit of rescue is the reduction in cost to Council by way of the elimination of the euthanasia costs. Most of those rescue agencies visit Renbury Farm weekly as a matter of course and were not prompted by the advertised animals. It was also hoped that the heightened advertising of Renbury Farm Animal Shelter would reflect a significant increase in pet reclaim and adoption rates.

Transpet Pty Ltd trading as Renbury Farm is a private animal holding facility which provides holding facilities for Camden, Bankstown, Fairfield and Liverpool Councils. They also offer boarding and animal transport facilities. Camden Council is invoiced monthly by Renbury Farm for their maintenance and monthly retainer charges.

Paws in the Park

This event succeeded in showing what an important part that pets play in modern society, particularly within our community. The numbers of people and their pets that presented on the day to become involved was unprecedented in Camden.

The Paws in the Park event proved the commitment by so many groups and organisations to the notion of responsible pet ownership. The public involvement with pets should not be undersold and Council should take every opportunity to provide a venue and events such as this, to show and educate the public what responsible pet ownership is about. The role of pets in our society is at times understated. The benefits companion animals bring to individuals is well known and they have been used for a long time to lift the spirits of people in hospitals and nursing homes.

Companion animals also assist in building communities whilst promoting an active lifestyle and are a 'social ice breaker' between residents. In an effort to minimise complaints about companion animals and ensure they strengthen our communities, it is vital to educate our residents and provide an opportunity to be involved in a community event.

Council provided support to the event in terms of staff assisting with planning the event, set up and helping on the day. Council also provided resources such as fencing to define areas on the park.

Council incurred \$3,155 in direct costs for this event, in addition to indirect costs associated with the staff salaries.

CONCLUSION

It is considered that the Adopt a Pet program has had positive results by reducing euthanasia rates and permitting more time for the animals to be rescued. The added but unquantifiable benefit is enhanced community awareness of Renbury Animal Shelter and the public perception of what happens to impounded animals.

The 12 month trial program cost in the order of \$14,500, however if Council had to pay the full cost of advertising, and assuming the same number of animals would be entering the program, the annual additional cost to budget would be in the order of \$24,000pa.

As the results from the trial have revealed some positive trends and as the costs of the program were below budget estimates, Council could consider extending the trial for a further 12 month period to allow the results to be further monitored.

Sadly many animals end up at the pound due to behavioural issues and the perceived “throw away” mentality of some people. With Camden's changing and increasing population, consideration could be given in Council's future budget preparation to preventative education programs and facilities to promote a 'pet friendly' community and to engender responsible pet ownership. Council could explore preventative education programs such as low cost desexing campaigns and the establishment of new leash free areas that are accessible and usable to the growing population.

The Paws in the Park event brought together groups and individuals with a common interest and facilitated significant information transfer on the day.

RECOMMENDED

That Council:

- i. endorse and allocate \$15,000 to fund an extension of the Adopt a Pet program for a further 12 month trial period;**
- ii. again write to Liverpool, Fairfield or Bankstown Councils to advise them of the results of the trial and to encourage similar initiatives in those councils; and**
- iii. that Paws in the Park become an annual event on Council's calendar with in kind sponsorship by Council. A budget of \$3,500 be allocated to cover Council in-kind/staff costs.**



ORDINARY COUNCIL

ORD04

ORD04

SUBJECT: VOLUNTARY PLANNING AGREEMENT OFFER BY SEKISUI HOUSE, GLEDSWOOD AND EAST SIDE LANDOWNERS FOR EL CABALLO BLANCO, GLEDSWOOD AND EAST SIDE, AT GLEDSWOOD HILLS
FROM: Director Governance
BINDER: Amendment No 3 Rezoning of El Caballo Gledswood
PREVIOUS ITEMS: ORD04 - Voluntary Planning Agreement offer by Sekisui House, Gledswood and East Side Landowners for land known as El Caballo Blanco Gledswood and East Side, at Gledswood Hills - Ordinary Council - 28 February 2012

PURPOSE OF REPORT

The purpose of this report is to consider submissions received during the public exhibition of the draft Voluntary Planning Agreement, Planning Proposal and Draft Development Control Plan in relation to the proposed rezoning of land known as El Caballo Blanco, Gledswood and East Side Lands at Gledswood Hills (the ECBG lands). The report also seeks a Council resolution to proceed with the proposed rezoning and to enter into the Voluntary Planning Agreement offered by the landowners.

BACKGROUND

At its meeting on 28 February 2012, Council resolved to place on public exhibition a Planning Proposal, a revised draft Development Control Plan (DCP) and a revised draft Voluntary Planning Agreement (VPA) related to the ECBG lands and to receive a report at the conclusion of the exhibition period to consider any submissions received.

The package of documents including the Planning Proposal, Draft DCP and Draft VPA were publicly exhibited from 7 March to 3 April 2012. The following submissions were received:

- a letter from the East Side Landowners stating their support;
- a letter from AGL outlining its proposed coal seam gas arrangements for the area;
- a request for minor amendments to the Draft DCP from Sydney Catchment Authority;
- a letter from Campbelltown Council restating its earlier comments relating to infrastructure provisions; and
- a late submission from the Scenic Hills Association raising objections to the rezoning proposal.

Copies of the submissions received **are provided as a Supporting Document to this report.**

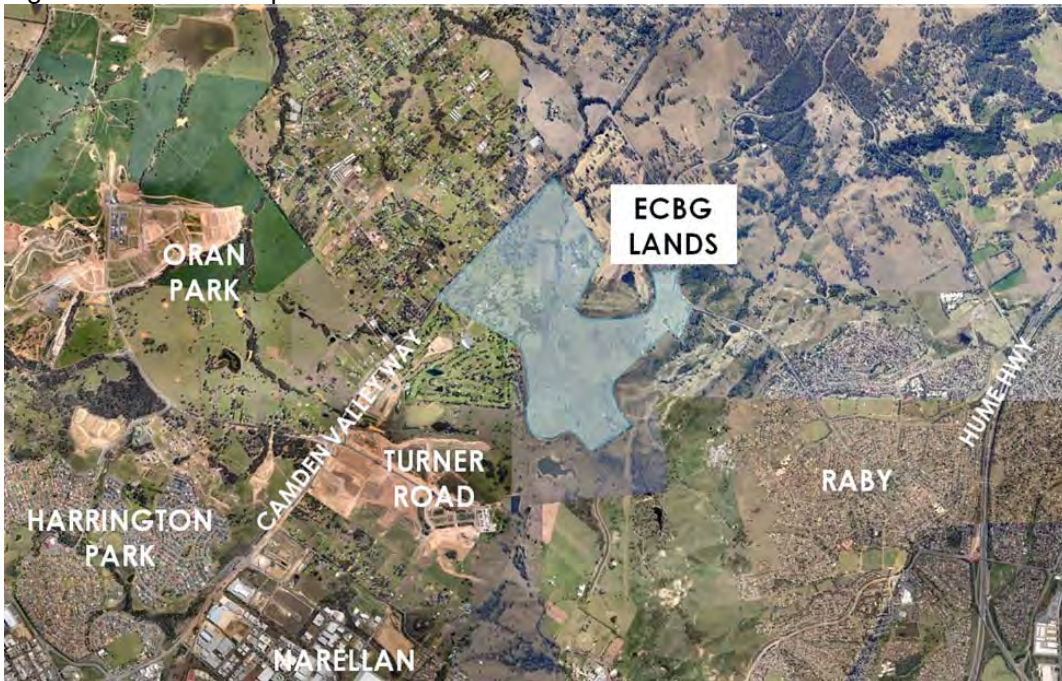
The proposed rezoning of the ECBG lands commenced in 2004 and has been a lengthy process due to the need to carefully consider and manage the environmental issues associated with the site and changes in land ownership during that period. The rezoning proposal has been the subject of three public exhibitions. The most recent public exhibition was triggered by amendments to the draft VPA.

MAIN REPORT

The ECBG land adjoins the Turner Road precinct of the South West Growth Corridor, but is not included within the Growth corridor. The land is divided into two portions by the Sydney Catchment Authority's Water Supply Canal. The Western Portion contains the El Caballo Blanco land owned by Sekisui House and the Gledswood land owned by Calda 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 Pisciuneri families.

The land has frontage to Camden Valley Way and is shown in the Location Map (Figure 1).

Figure 1: Location Map



Throughout the planning process for the site, careful consideration has been given to the environmental issues related to the site. The site forms part of the scenic hills, containing substantial native vegetation and is the site of the State heritage listed Gledswood Homestead. A number of key principles have informed the proposed rezoning, including the following:

- Protection of the heritage significance of the site through the conservation and maintenance of the Gledswood Homestead and its curtilage. This includes protection of the visual setting of Gledswood through appropriate vegetation screening and setbacks for new development.
- Protection, enhancement and rehabilitation of the Rileys Creek riparian corridor.
- Protection of important visual elements within the landscape including long views, significant trees and vegetation.
- Retention and enhancement of significant pockets of Cumberland Plain Woodland.

- Provision and maintenance of golf course uses that reinforce the scenic, visual and ecological qualities of the site.
- Promotion of an urban form that complements the landscape characteristics of the site and heritage significance of Gledswood Homestead and its curtilage.

The rezoning proposal and draft DCP have been developed to respond to the unique site characteristics and its special scenic and heritage qualities. These planning controls will provide for the construction of approximately 860 dwellings on the 207.4 hectare site. Residential development has been provided for in pockets where they will least intrude into the scenic views from and to the site.

A draft VPA has been offered by the land owners that will ensure the environmental outcomes for the site will be achieved through vegetation conservation, water cycle management works and provision of a golf course.

Planning Proposal

The site is currently zoned RU2 Rural Landscape under the provisions of 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 SPS Tourism. The proposed rezoning has been previously reported to Council as Draft LEP 151, but has since been rewritten as a 'Planning Proposal' at the request of the Department of Planning and Infrastructure (DPI). The Planning Proposal is **provided as Attachment 1 to this report**. Please note that the larger appendices to the Planning Proposal have been removed because of their size. These are available on request in CD format. These appendices were available in full as attachments to the previous report.

The Planning Proposal was included in the recent public exhibition as the *Environmental Planning and Assessment Act* requires that a draft VPA be exhibited with the proposed rezoning. The proposed zoning changes have now been publicly exhibited three times. The purpose of the original exhibition in February/March 2009 was to give public notice of the proposed zoning changes. The two subsequent exhibitions in August/September 2011 and March/April 2012 have been as a result of being required to give notice of the proposed zoning changes as part of consulting with the community regarding a proposed VPA offered by the landowners.

Draft DCP

A draft DCP has been prepared for the site which contains detailed controls relating to:

- site layout;
- street network and design;
- public transport;
- pedestrian and cycle network;
- public parks and landscape;
- riparian corridors;
- land adjacent to the Sydney Catchment Authority Water Supply Canal;
- retention of existing vegetation;
- bushfire hazard management;
- infrastructure provision;
- residential subdivision;
- Gledswood Homestead and approaches;
- golf course and riparian lands; and
- contamination.

The Draft DCP is **provided as Attachment 2 to this report.**

Draft Voluntary Planning Agreement

A draft VPA has been offered by the land owners which will secure the delivery of local infrastructure and provision of environmental works to ensure that the planning objectives for the site will be achieved.

The draft VPA is **provided as Attachment 3 to this report** and includes commitments from the land owners to deliver the following works and facilities:

- retention of 16.7 ha of existing vegetation and re-creation of a further 74.8 ha of vegetation in accordance with the adopted Vegetation Management Strategy for the site;
- provision of water cycle works in accordance with the adopted Water Cycle Management Strategy for the site;
- provision of a minimum 18 hole golf course which will be instrumental in facilitating the vegetation conservation and water cycle management outcomes for the site;
- two local parks with an area of 4,800 square metres each to meet local recreation needs;
- vehicular crossings (bridges) over Rileys Creek and over the Sydney Catchment Authority water supply canal to enhance connectivity within the site;
- a collector road to facilitate traffic movement through the site;
- an upgrade of the Raby Road intersection (including approach works) to facilitate access to the site;
- construction of extensive pedestrian/cycle paths throughout the site, which will connect into the Turner Road precinct creating a significant recreation opportunity for these new communities;
- dedication of land associated with the provision of public facilities; and
- monetary contributions (at a rate of \$6,625 per lot) toward the provision of district level facilities.

The draft VPA will ensure that infrastructure and facilities are provided by the land owners to meet the needs of the new residents. Importantly, the VPA provides for delivery of significant vegetation and water cycle works at the land owners' cost, including ongoing maintenance in perpetuity.

Public Exhibition

The draft VPA was publicly exhibited from 7 March to 3 April 2012. As the Draft VPA calls up the draft DCP, it was necessary to also exhibit the draft DCP to ensure that appropriate and legal referencing of the document could occur. The *Environmental Planning and Assessment Act* requires that VPAs be exhibited in conjunction with the proposed planning instrument change. As a result, the exhibition also included the Planning Proposal for the site. The primary purpose of the public exhibition was to consult the community regarding the proposed amendments to the VPA. However, comments on all three documents (VPA, DCP and Planning Proposal) were invited.

Coal Seam Gas issues

During the public exhibition period, a story was aired on Channel 7 News regarding Coal Seam Gas (CSG) mining in the ECBG lands area. The story was critical of Council rezoning land in an area where CSG mining operations were proposed. In response to the media coverage, Council posted information about CSG on its website and this is **provided as Attachment 4 to this report**.

Council is not the Consent Authority for CSG mines. The DPI assesses applications for CSG mines under Part 5 of the *Environmental Planning and Assessment Act*. Council is aware that AGL have proposed an expansion of their CSG mining operations in Camden and have lodged an application with the DPI for the 'Camden Gas Project Stage 3 – Northern Expansion'. This application is being assessed by the Department and does include proposed gas wells within the ECBG lands. This gas project was proposed after the planning for the ECBG site was undertaken and as a result, has not been specifically referenced in the planning documents that were placed on public exhibition. It should be noted that to date, no approvals have been issued for the Stage 3 – Northern Expansion.

The location of CSG wells is guided by the DPI "*Locational Guidelines for Development in the vicinity of Operating Coal Seam Methane Wells*" published in May 2004. Council does not control nor have a say in the location of the gas wells. This is a matter for the operator to negotiate with land owners. It is understood from discussions with East Side land owners that the CSG wells can be accommodated within the proposed golf course.

Submissions Received

As a result of the public exhibition, five (5) submissions were received and are **provided as a Supporting Document to this report**. The submissions are discussed in more detail below.

- East Side Land Owners

The East Side land owners have provided a statement indicating their full support for the proposed rezoning and their intention to enter into the VPA.

The submission also provides information regarding their previous submissions to the DPI objecting to proposals to locate CSG wells on their land. They indicate that they have no agreements with AGL regarding well locations and have asked that the wells be located on nearby rural land, rather than on land to be zoned residential. As stated above, verbal discussions have indicated that should CSG operations be approved, there may be opportunity to accommodate wells on the proposed golf course lands.

Comment:

The location of future CSG wells is subject to an approval being issued by the DPI, who are aware of the proposed rezoning. The final location of wells is subject to negotiation, but will be consistent with the Department's Locational Guidelines and there are opportunities on the site for the wells to be located away from residential areas.

-

AGL

A letter was received from AGL indicating that it is seeking an approval for CSG mining operations in Camden, which would result in two gas wells (CU20 and CU22) being located within ECBG lands. AGL has indicated that it is committed to working with the land owners to negotiate appropriate locations for these two wells.

Comment:

The two gas wells proposed for the ECBG lands can be located in non-residential areas such as within the proposed golf course. There is adequate opportunity for the wells to be sited so that impact of residential land is mitigated. There is willingness between AGL and the land owners to seek an appropriate outcome. Council is not the consent authority for CSG mining operations or well locations. The rezoning can proceed as no CSG approvals have been yet been issued, and should a consent be issued the wells can be sited appropriately and in accordance with the State government's locational guidelines.

- Campbelltown Council

Campbelltown Council has provided a submission that restates its previous comments regarding the proposed rezoning. In principle support is given to the proposed rezoning and the Draft VPA on the basis that infrastructure upgrades are provided as part of the initial stages of development. In particular, it notes concerns about the cumulative detrimental impacts on local infrastructure and services, especially transport and road network issues.

Comment:

The development of the subject land will require the provision of new intersections on both Raby Road and Camden Valley Way. While Campbelltown Council's request for early provision of these facilities is noted, the timing of intersection construction will be determined by the Roads and Maritime Services (RMS) as part of its consideration of Development Applications for the site and its associated traffic impact. Applicants will be required to submit traffic reports with any Development Application, and these will be referred to the RMS which will require conditions of consent relating to the provision of the intersections.

- Sydney Catchment Authority

The Sydney Catchment Authority (SCA) owns the water supply canal, which is a State listed heritage item. The SCA have recently prepared development controls for development near the water supply canal and has requested that the draft DCP be updated to reflect these controls.

Comment:

The request from SCA to update the draft DCP to reflect its new development controls relating to the water supply canal has been considered. The proposed changes have been further discussed between SCA and Council staff and generally relate to development adjacent or in the vicinity of the Canal infrastructure and requirements for consultation with the SCA. These amendments have already been incorporated into the Draft DCP that is **provided as Attachment 2 to this report**. The changes are considered of a minor nature and do not warrant re-exhibition of the document.

- Scenic Hills Association

The public exhibition period for the Planning Proposal, draft DCP and draft VPA closed on 3 April 2012. A late submission was received from the Scenic Hills Association on 25 April 2012.

The submission raises the following issues:

- The proposed development will have a visual and environmental impact on the Campbelltown Scenic Protection Area;
- The development will result in a 'corridor suburb';
- The development will result in congestion on Camden Valley Way 'without adequate planning for public transport or other public facilities';
- There may be insufficient parking and lack of local facilities such as parks and schools;
- The development will impact on the historic Camden Valley Way (previously known as the Cowpasture Road) and its historic properties.
- The development will impact on the surrounding colonial landscapes and appears to ignore the "*Colonial Landscapes of the Cumberland Plain and Camden NSW*" report;
- Impact of development on the Campbelltown Scenic Hills ridgeline; and
- Impact on wildlife habitat and corridors, especially birdlife.

The Association's submission also objects to the proposed rezoning of the Emerald Hills area and increased use of St Andrews Road. These matters have not been addressed in this report as they are not relevant to the ECBG rezoning.

The submission requests that Camden and Campbelltown Council undertake a joint visual and environmental study that includes the interface between the two areas, providing the Scenic Hills Association with an opportunity to comment on the proposals.

Comment:

The ECBG proposed rezoning commenced in 2004 and has been the subject of a lengthy planning process, as outlined earlier in this report. The location of residential zones has been informed by key planning principles, which included protection of the scenic qualities of the area. In particular, residential development has been located in pockets where the topography of the land would enable them to be screened. The provision of a golf course is a significant element in retaining long distance views, uninterrupted by structures.

The heritage significance of the site has been considered in detail. A VPA has been negotiated between the owner of the Gledswood Homestead and the DPI to ensure that the Gledswood property is conserved in accordance with a Conservation Management Plan prepared for the site. The draft DCP has development controls to ensure that development within the surrounds of the Gledswood Homestead and curtilage is appropriate and respectful of the heritage significance of the area.

The retention of existing vegetation and revegetation works that will be undertaken by the land owners in accordance with the Vegetation Management Strategy and VPA for the site will ensure that the wildlife habitat is retained and

enhanced. In particular, by enabling the site to be rezoned, Council is able to achieve commitment to rehabilitation of the Rileys Creek riparian corridor.

While it is acknowledged that the development will add to traffic on Camden Valley Way, the land owners will be required to construct intersection works on Camden Valley Way (as part of a VPA with the State Government) and on Raby Road (as part of the VPA with Council). The site planning has included provision of a bus route, in addition to pedestrian and cycle paths connecting the site to the adjacent Camden Lakeside and Turner Road precincts.

The draft DCP contains development controls for the site which are consistent with contemporary planning documents, including provisions for parking and street widths. The planning for the site has considered the need for local infrastructure, such as parks. The VPA offered by the land owners will ensure that these local facilities are delivered as each stage of development is completed.

Given the well advanced nature of the rezoning proposal, it is considered unreasonable to further delay the project to allow for a further assessment of visual and environmental issues associated with the Campbelltown scenic protection area. This rezoning has now been publicly exhibited three times in 2009, 2011 and 2012 with this submission being the first objection. The matters raised in the submission have been given due consideration by Council and have been the subject of planning investigations over a number of years. The concerns of the Scenic Hills Association are noted and will need to be further explored as part of the Emerald Hills planning investigations, which are not the subject of this report.

Amendments to the Planning Proposal

Following public exhibition of the Planning Proposal, there has been a need to make a number of minor amendments to the document as follows:

- Amendment to Appendix B – s117 Directions. The purpose of this amendment is to more fully address the CSG operations proposed within the ECBG lands.
- Amendment to Part 3 Justification – updating the Community Consultation section. This outlines the public exhibition process and submissions received.

These amendments are considered minor in nature and do not warrant re-exhibition of the Planning Proposal. The Part 3 Justification amendment can only be updated once the public consultation is complete. This is now completed and the Planning Proposal has been updated accordingly, with the changes highlighted in yellow.

Amendments to the draft Development Control Plan

Following public exhibition of the draft DCP, there has been a need to make a number of minor amendments to section C12.9 which relates to the SCA water supply canal as outlined earlier. These are as follows:

- New objective (1) in C12.9 – ensuring the Upper Canal is taken into account in siting, designing and constructing any proposed development adjoining or in the vicinity of the Canal;

- New objective (2) in C12.9 – ensuring that development adjacent to the Upper Canal corridor does not impact on the continued operation of the Canal infrastructure;
- New control (1) in C12.9 – requiring subdivision or development applicants (other than residential accommodation) to consult with the SCA as part of the DA process;
- New control (2) in C12.9 – requiring a local road to be provided where no open space exists between the development and the Upper Canal corridor.

These amendments are considered minor in nature and do not warrant re-exhibition of the draft DCP.

Amendments to the draft Voluntary Planning Agreement

Following public exhibition of the draft VPA, there has been a need to make a number of minor amendments to the document as follows:

- Update the definition of “Draft DCP” to mean the draft DCP as publicly exhibited from 7 March to 3 April 2012; and
- Update the definition of “Instrument Change” to mean the changes to the zoning as identified in the Planning Proposal that was publicly exhibited from 7 March to 3 April 2012.

These amendments are considered minor in nature and do not warrant re-exhibition of the draft VPA.

Update on State Heritage Agreement

As part of the proposed rezoning process, the owners of the Gledswood Homestead have been negotiating a Voluntary Planning Agreement with the Heritage Office. This VPA has been endorsed by the Heritage Council and has been signed by the property owners. The VPA is now awaiting the signature of the Minister for Planning and Infrastructure, which is expected shortly. It is recommended that Council ask the DPI not to make the planning instrument changes until the Heritage VPA has been signed by all parties.

CONCLUSION

The proposed rezoning of the ECBG lands and draft VPA offered by the land owners have been publicly exhibited in accordance with the provisions of the *Environmental Planning and Assessment Act*.

The proposed rezoning will allow development of the ECBG land, which will include the provision of a minimum 18 hole golf course. The planning for the development has carefully considered and responded to issues relating to the scenic and heritage qualities of the site, in addition to the environmental issues such as retention of existing vegetation. The result is a draft DCP that will provide for construction of approximately 860 dwellings in pockets where the topography of the site will assist in screening the structures.

The draft VPA will provide a mechanism for Council to ensure vegetation conservation and revegetation on the site, and implementation of a water cycle management system. In addition, the draft VPA will facilitate delivery of local infrastructure including parks, pedestrian/cycle paths and vital road works including a collector road, bridge

crossings and intersection upgrades. Importantly the VPA provides a mechanism for the riparian corridor and vegetation to be managed in perpetuity by the land owners.

The amendments suggested to the Planning Proposal, draft DCP and draft VPA are minor in nature and do not warrant re-exhibition.

Council's support for the project by adopting the documents and resolving to proceed will mark an important milestone for the land owners on what has been a lengthy planning process, but one which will ensure a high quality golf course estate that is appropriate for this unique site.

RECOMMENDED

That Council:

- i. endorse the Planning Proposal, draft Development Control Plan and draft Voluntary Planning Agreements with the amendments as outlined in this report;**
- ii. delegate authority to Council staff to make any minor administrative or grammatical changes to the Planning Proposal, draft Development Control Plan and draft Voluntary Planning Agreement that may be required provided that they do not alter the intent or objectives of those documents;**
- iii. delegate authority to the Mayor and the General Manager to enter into the Voluntary Planning Agreement and affix the Seal of the Council;**
- iv. forward the Planning Proposal to the Department of Planning and Infrastructure and request that they make the plan upon receiving confirmation from Council that the Voluntary Planning Agreement with Council for the provision of local works and the Voluntary Planning Agreement with the State Government for heritage conservation works have both been executed by all parties; and**
- v. write to people who made a submission to advise them of Council's decision.**

ATTACHMENTS

1. Submissions received - *Supporting Document*
2. Revised Planning Proposal
3. Draft Revised Development Control Plan
4. Voluntary Planning Agreement for execution
5. Council Website Information on Coal Seam Gas

El Caballo Blanco & Gledswood Rezoning
Planning Proposal



By Camden Council and
APP Corporation Pty Ltd

February 2012
Version 2 May 2012

ORD04

Attachment 2



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 El Caballo Blanco & Gledswood – Planning Proposal
 Camden Council

INTRODUCTION

Background

Camden Council resolved to prepare a draft Local Environmental Plan (LEP) in respect to the land within the Central Hills area at Gledswood Hills known as El Caballo Blanco & Gledswood Rezoning (ECBG). A Local Environmental Study was prepared by APP Corporation P/L and Council commenced with the rezoning process which was publicly exhibited in February 2009. The landowners have prepared several investigative studies since the preparation of the LES, including a Vegetation Management Strategy prepared by Eco Logical Australia (2011), a Water Management Strategy – Stormwater Quality and Stream Health prepared by Equatica (2011), and a Preliminary Stormwater Quantity Management & Flooding Assessment by Brown Consulting (2011).

A draft Development Control Plan and Voluntary Planning Agreement have also been prepared for the site. Both documents were publicly exhibited during September 2011. Minor changes are being completed arising from submissions made during the exhibition process. A Heritage Agreement is being separately negotiated between the landowners and the Heritage Council, for the signature of the Minister for Planning and Infrastructure.

The initial rezoning process envisaged rezoning the site via an amendment to Camden LEP No. 48. However that LEP has now been superseded by the comprehensive Camden LEP 2010. As the LEP No 48 no longer exists, this Planning Proposal submission seeks a Gateway determination supporting the proposed rezoning via an amendment to the Camden LEP 2010.

Land to which this Planning Proposal applies

The subject site is located between Raby Road and Camden Valley Way, either side of the Water Supply Canal at Gledswood Hills. The location of the site and the boundary of the study area is shown in Figure 1.

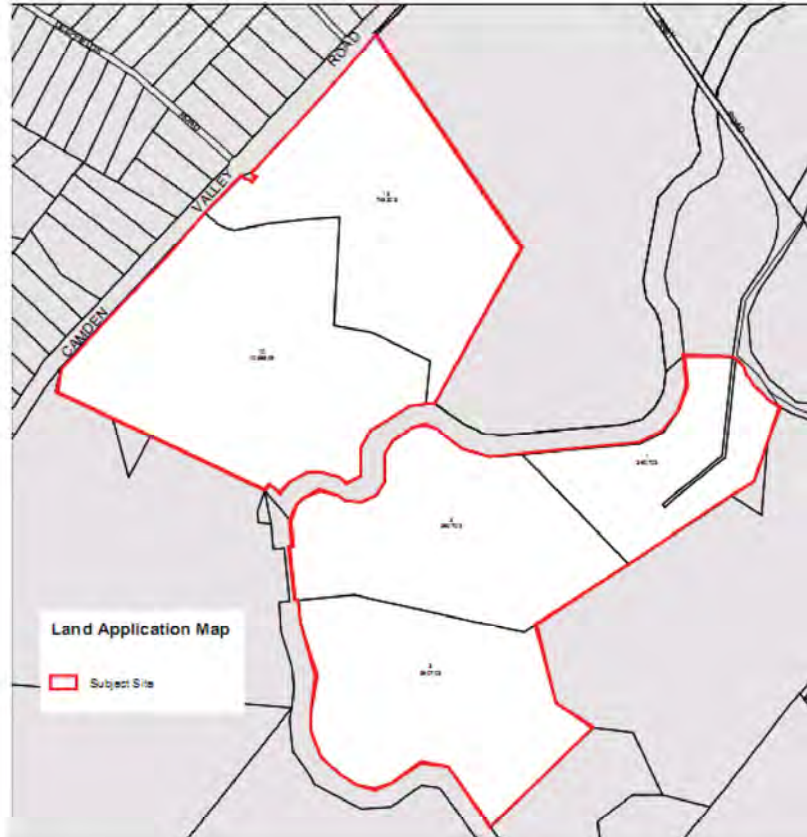
ECBG comprises 207.4 hectares and includes the Gledswood Homestead and Winery property, the former El Caballo Blanco site and three adjoining properties to the east of the Water Supply Canal. The land has frontage and access to both Raby Road and Camden Valley Way. The Gledswood component of the study area operates as a tourist and functions facility. Gledswood is a colonial homestead itself which together with its context, is listed as a local Item of heritage under Camden LEP 2010 and on the State Heritage

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Attachment 2

Register. The site also contains scattered remnants of Cumberland Plain Woodland and riparian corridor vegetation.

Figure 1 – Outline of Planning Proposal Area





PART 1 – OBJECTIVES

Council resolved in 2004 to investigate the development potential of the Central Hills area, specifically the land defined to the west by Camden Valley Way, to the north by Raby Road, to the east by Macarthur Grange Golf Course and to the south by the Turner Road Growth Centre Precinct. Specialist investigations were undertaken in the context of assessing the potential for residential, recreational and associated development to contribute to the achievement of scenic, heritage and tourism objectives.

The site is located immediately west of the Campbelltown (LGA) boundary, and provides an important visual and landscape buffer between the Campbelltown and Camden areas. Within the adjoining Campbelltown area are a number of recreational, residential and educational land uses such as the Macarthur Grange Golf Course and the suburbs of Kearns and Raby. To the south of the site lies the Turner Road growth centre precinct, the Gregory Hills development, Smeaton Grange industrial area and the Currans Hill residential estate. To the west lies Oran Park and Catherine Field, and to the north is the Camden Lakeside golf course and residential development. The planning proposal applies to the site as identified in Figure 1.

The site is currently zoned RU2 Rural Landscape under Camden LEP 2010.

The objective of this planning proposal is to provide controls through the rezoning that will allow a high quality low scale residential and golf course development in a landscape setting of the Gledswood Homestead and the Central Hills.

Council has a number of clear planning objectives for the wider Central Hills area and the ECBG site specifically. These objectives are focused on:

- protecting the scenic and landscape character of the area, particularly when viewed from public land such as the key arterial roads;
- facilitating ongoing and additional tourism and private recreation development, including through activities which are landscape focused;
- delivering additional employment opportunities in the Camden area through additional tourism and golf course related land uses; and

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- ensuring a robust and long term framework is put in place through the rezoning process for the management of the significant heritage and environmental assets within the study area.

The particular aims of this draft Planning Proposal are as follows:

- ensure Camden retains its valued traditional qualities, character and scenic landscapes while providing for sustainable urban growth,
- ensure that the new community of El Caballo Blanco and Gledswood is planned and developed in an orderly, integrated and sustainable manner,
- ensure that the stresses from development on the natural systems are minimised and overall improvements to the natural systems in Camden are achieved,
- ensure that new developments are integrated with existing and planned transport systems and promote sustainable transport behaviour in Camden,
- ensure that new development is designed and located to ensure the safety and security of people and property in Camden,
- ensure that the recreation and social needs of all existing and future residents of Camden are appropriately planned for,
- ensure that new developments are planned and constructed to contribute to the social, environmental and economic sustainability of Camden,
- preserve the landscape character of the Central Hills area particularly as viewed from Camden Valley Way, Raby Road and Gledswood precinct,
- permit development of residential housing in areas of low visual sensitivity,
- to require that, prior to subdivision of land into lots of less than 40 hectares for residential uses, that satisfactory arrangements have been made for the provision of designated state public infrastructure,
- ensure that new development seeks to minimise potential impacts on the integrity, safety, security and heritage values of the Upper Canal,
- ensure that the ongoing maintenance of Gledswood precinct is taken into consideration, and
- ensure that the intersection treatments are clearly identified and signalised.



PART 2 – EXPLANATION OF PROVISIONS

The objectives of this Planning Proposal are to be achieved by amending selected Camden LEP 2010 maps. The following maps will require amendment under this proposal:

1. Zoning Map – Sheet LZN_016 (proposed changes shown in Attachment 1)
2. Height Map – Sheet HOB_016 (proposed changes shown in Attachment 2)
3. Minimum Lot Size Map – Sheet LSZ_016 (proposed changes shown in Attachment 3)
4. Urban Release Area Map – Sheet URA_016 (proposed changes shown in Attachment 4)

The specific amendments to each LEP map are outlined below:

1. Amendments to the Zoning Map (Refer to Attachment 1)

It is proposed to rezone the majority of the site from RU2 to the following zones:

- R1 General Residential;
- R2 Low Density Residential;
- R5 Large Lot Residential;
- RE2 Private Recreation; and
- SP3 Tourist.

2. Amendments to the Height Map (Refer to Attachment 2)

It is proposed to change the height map from the existing 9.5 metres to the following:

- Removing any height from the area coloured white;
- Changing the height to 7 metres in the area coloured a light green
- Leaving the height as 9.5 metres in the area coloured dark green.

3. Amendments to the Minimum Lot Size Map (Refer to Attachment 3)

It is proposed to change to the lot size map from the existing 40 ha to the following:

- 400m² for the area coloured light green
- 600m² for the area coloured yellow

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- 800m² for the area coloured white
- 4000m² for the area coloured pink
- 20000m² for the area coloured mauve

4. Amendments to the Urban Release Area Map (Refer to Attachment 5)

It is proposed to change the Urban Release Area Map in the following way:

- The El Caballo Blanco Gledswood release area will be coloured in blue and labelled 'El Caballo Blanco Gledswood'.

Attachment 2



PART 3 – JUSTIFICATION

A. Need for the planning proposal

1. *Is this planning proposal a result of any strategic study or report?*

The planning proposal is supported by a Local Environmental Study (LES) that was prepared in concert with the preparation of the draft LEP Amendment No. 151 which was previously exhibited. A copy of this LES is included in the planning proposal submission.

2. *Is the planning proposal the best means of achieving the objectives or intended outcome, or is there a better way?*

The LES considered the development of the ECBG site and justified the rezoning proposal. The ECBG site cannot be left as rural land due to the properties direct interface with the Turner Road Growth Centres Precinct.

The findings of the LES and land capability studies have indicated that the site is suitable for low scale urban development. The consultant investigation of ecological and water management have recommended the conservation of key vegetation and riparian corridors. The resultant rezoning proposal is for approximately 91 hectares of land to be set aside for golf course, together with an extension to the heritage curtilage of Gledswood House as private recreation land. In addition some 10 hectares as riparian corridor and vegetation offset resulting in approximately 82 hectares of developable land for approximately 860 detached lots.

3. *Is there a net community benefit?*

The planning proposal is a positive outcome and meets the community benefit test. Appendix A is a table addressing the community benefit test.

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)?*

The ECBG rezoning is consistent with the underlying objectives of the Metropolitan Strategy, particularly when considered in the context of development proposed in the adjacent Growth Centre Precinct and the opportunities to secure long term recreation, residential, employment and heritage outcomes for the site.

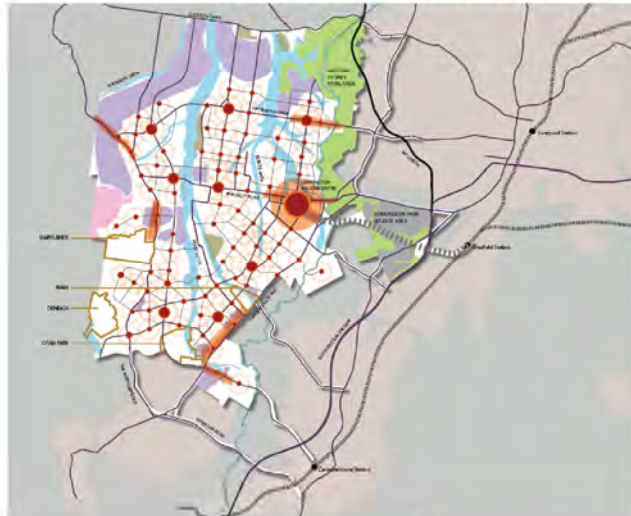


The entire ECBG site lies outside the South West Growth Centre and adjoins the Turner Road Growth Centre Precinct.

The South West Growth Centre Structure planning has released the first release precincts of Edmondson Park, Oran Park and Turner Road. The precincts of Austral North Leppington, Leppington, Leppington, East Leppington and Catherine Field South have all been released for precinct planning. Camden Council worked closely with the Department to coordinate the planning of all precincts in the Camden LGA. The planning for the first release precincts was guided through the original structure plan prepared for the area. This was updated post gazettal of Oran Park and Turner Road, as shown in **Figure 2**.

Figure 2 – South West Growth Centre Structure Plan

SOUTH WEST GROWTH CENTRE STRUCTURE PLAN (EDITION 2)



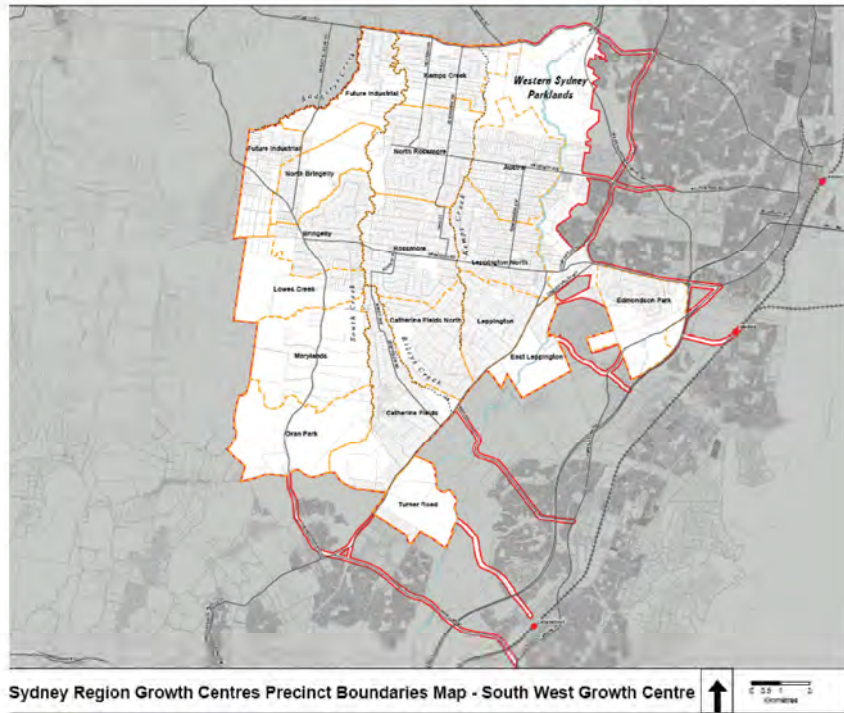
Source: www.qcc.nsw.gov.au

The planning and development of Oran Park and Turner Road have significant implications for the site, particularly in terms of infrastructure planning. Oran Park will see the delivery of about 7,600 new homes and Turner Road approximately 4,000 dwellings.

Figure 3 below shows the various defined precincts for the South West Growth Centre.



Figure 3 – South West Growth Centre Precincts



Sydney Region Growth Centres Precinct Boundaries Map - South West Growth Centre

Source: www.gcc.nsw.gov.au

The precinct planning for Oran Park and Turner Road is of relevance to ECBG in a number of ways, including:

- the Government has committed to the early delivery of infrastructure to enable more sustainable development outcomes to be achieved, meaning amongst other things, that Camden Valley Way and Raby Road are to be upgraded;
- additional water and sewer infrastructure will be provided to service the new development area, with the potential to integrate ECBG into this overall servicing plan, although opportunities to separately service (particularly for sewer) can still be pursued; and

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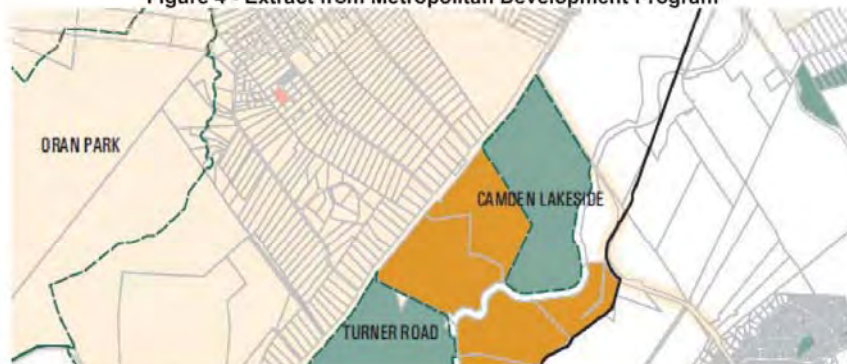


- by delivering approximately 100,000 housing lots in a very urban context, there will be a need for some housing of a different style to fill a niche within the market, and ECBG offers some potential in this regard given the landscape and golf focus of the site.

While not a major rezoning, ECBG offers the potential to contribute to housing supply and meet the long term objectives of Government in providing adequate housing for a growing population located adjacent to the South West Growth Centre and on key arterial roads. The landscape focus of the housing areas would complement the more urban focus within the growth centre, thereby contributing to housing diversity.

The ECBG site sits outside the Growth Centres boundary, however the area is identified as a "Major site" within the Department of Planning's – Metropolitan Development Program (MDP). Figure 4 below, extracted from the MDP, shows the ECBG site situated between the Turner Road and Camden Lakeside areas. The land being identified in the MDP is subject to rezoning and submission of an environmental assessment. This has previously been undertaken.

Figure 4 - Extract from Metropolitan Development Program



Source: Metropolitan Development Program

5. Is the planning proposal consistent with the local Council's Community Strategic Plan, or other local strategic plan?

Camden 2040 was adopted in June 2011. One of the key aims of the plan is to actively manage Camden's growth. Council sees this as allowing for new growth in the growth centre



and other areas, while retaining aspects of Camden's rural feel, as well as providing for effective transport options.

The proposed rezoning meets this aim by providing a range of housing styles on lots from 400sqm to rural residential lots in order to preserve the scenic quality of the area. Riparian corridors will be preserved and revegetated, and the golf course development will add to the area's scenic quality and protect open vistas from Gledswood. The indicative layout plan for the site provides for two bus routes in order to provide public transport options to the site.

The rezoning process for ECBG originally included the neighbouring Camden Lakeside Country Club property to the north. The Department of Planning was consulted in relation to the proposal for separate rezonings. The Department indicated in October 2006 that the rezonings could proceed separately. Camden Lakeside has now been rezoned for residential development through a separate process.

Council's comprehensive new LEP for the whole of the local government area was gazetted in 2010. This plan provides a consistent set of objectives and controls across Camden. The rezoning of the ECBG land will be integrated into this plan as required.

6. *Is the planning proposal consistent with applicable state planning policies?*

A number of general State Environmental Planning Policies (SEPP's) are applicable to the land by virtue of the fact that they are relevant to all land in NSW. These SEPP's include:

- SEPP 19 – Bushland in Urban Areas;
- SEPP 55 – Remediation of Land;
- SEPP (Housing for Seniors or People with a Disability) 2004;
- SEPP (Sydney Region Growth Centres) 2006;
- SEPP (Building Sustainability Index: BASIX) 2004; and
- SEPP (Mining, Petroleum Production and Extraction Industries) 2007.

The majority of these SEPP's will be applicable in the detailed planning phase of the study upon gazettal. SEPP 55, for example, will guide the remediation of any contamination found on the site. SEPP 19 seeks to preserve bushland within urban areas, particularly where flora and fauna is rare or endangered. The Threatened Species Conservation Act and SEPP 19

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will jointly guide the planning decisions made in relation to flora and fauna within the study area. The Vegetation Management Strategy and draft DCP have been prepared having regard to SEPP 19 and the Threatened Species Conservation Act.

Draft SEPP 66 – Integration of Land Use and Transport seeks to achieve improved integration of land use and transport planning. In new development areas such as ECBG, the policy seeks to achieve densities and street patterns which are supportive of public transport use, as well as integrated and convenient pedestrian and cycle networks.

The BASIX SEPP requires, as of 1 July 2004, all new dwellings to achieve a range of environmental targets.

7. *Is the planning proposal consistent with applicable Ministerial Directions (Section 117 Directions)?*

The planning proposal has addressed the applicable Section 117 Directions which are found in Appendix B.

C. Environmental, social and economic impact

The proposed development has addressed the environmental, social and economic impacts of the rezoning in the LES. The study finds that the impacts are generally likely to be minor, and can be addressed through appropriate management practices.

Impacts considered that are addressed in detail include:

- environmental impacts including loss of habitat and the potential for salinity;
- wider impacts such as increased traffic levels on the surrounding road network; and
- a resultant demand for additional community facilities and open space should development proceed.

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?*

The site offers both development and conservation constraints and opportunities. From an environmental conservation point of view, there are opportunities to protect and restore the Rileys Creek corridor that runs through the site, and small areas of Remnant Cumberland



Plain Woodland. A Vegetation Management Strategy (VMS) has been prepared to ensure the protection and revegetation of key areas. Future development will be contingent on the implementation of the VMS through a future Vegetation Management Plan.

The primary drivers of which areas may be suitable for development were the need to ensure that the heritage objectives relating to the Gledswood property are achieved and the landscape and visual objectives of the Central Hills area were protected. A comprehensive visual and landscape analysis was undertaken for the LES and identified potential development areas in a variety of locations. This development framework identifies approximately 860 detached dwellings being constructed on the ECBG site.

9. Are there any other likely environmental effects as a result of the planning proposal and how are they proposed to be managed?

A range of management plans are proposed to address the impacts and the management plans will address the following issues:

- a heritage conservation plan for the management and ongoing conservation of Gledswood House;
- a vegetation management plan – to address the restoration and ongoing conservation of the bushland areas and riparian zones;
- a bushfire management plan – to ensure the required bushfire safety strategies are implemented on an ongoing basis;
- a transport management plan – to implement the transport package of measures; and
- a water cycle management plan – to ensure water conservation and water quality targets are able to be met.

10. How has the planning proposal adequately addressed any social and economic effects?

The study area contains a small number of Aboriginal heritage sites, the majority ranging from low to moderate in significance. Parts of the site are considered to have high scenic value. Watercourses through the site are generally treated as part of the drainage and water collection system for grazing, although Rileys Creek traverses the western portion of the study area.

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The Gledswood site is characterised by a combination of the existing tourism-related activities and the low intensity grazing undertaken as part of the heritage farming activities. Almost all of the Gledswood site is of low ecological constraint, reflecting its largely cleared landscape. However, Rileys Creek traverses the site, and has high ecological significance. The westernmost edge of the site, adjoining the existing site entry, has an area of moderate ecological value reflecting the scattered mature Eucalypt trees in that location.

The Gledswood homestead is the dominant feature of the existing landscape. It is listed on the State Heritage Register. The homestead is located towards the northern most boundary of the site and has a strong visual relationship with its immediate surrounds, and also with parts of Camden Lakeside. Areas to the south, particularly those west of Rileys Creek and south/southeast of the tourism complex and homestead, are less visually constrained.

The site plays an important tourism and economic role in the Camden community. Some funds raised from the development will be guaranteed, through the Heritage Agreement, to be used for the restoration and maintenance of Gledswood., which in turn will assist in its long term upkeep.

The defunct El Caballo Blanco facilities are located along the southwest boundary. The facilities remain in a dilapidated condition and included show rings, stables, exhibition rooms, picnic areas and associated amenities.



D. State and Commonwealth interests

11. Is there adequate public infrastructure for the planning proposal?

- Sewer

Reticulated Sydney Water gravity and pressure sewerage systems are located within adjoining suburbs and discharge to the West Camden Sewage Treatment Plant located at Sheathers Lane, Camden. The Sewage Treatment Plant then discharges the treated effluent to the Hawkesbury Nepean River System. There is no reticulated sewerage to the site; with the nearest Sydney Water sewage pump station (SP1156) located some 1.5km southwest near the intersection of Camden Valley Way and Gregory Hills Drive. Sydney Water is considering building a new pumping station near the intersection of Camden Valley Way and Raby Road.

- Water

The existing potable water supply is from the water reservoirs located in Woolgen Park Road, 2km north of the Raby Road and Camden Valley Way intersection. There are two reservoirs at this location: one 15ML surface reservoir at RL143 and one 0.57L elevated reservoir.

Sydney Water advised that the existing reservoirs have sufficient capacity for the full extent of development currently envisaged. An additional water main will need to be constructed from the end of the existing 450mm main at Dwyer Road to enable adequate servicing of the residential component.

In addition, Sydney Water has commenced a full review of its strategy to service the higher levels of growth expected in the area, including within the neighbouring growth centre. They have finalised an overall strategy for the South West of Sydney. Consultation with Sydney Water will continue to ascertain the details specific to the proposed development of ECBG.

- Electricity

The existing Integral Energy network has three existing zone substations located at Narellan, Minto and Bringelly, however Integral Energy has advised that this site will be best served from the Narellan zone Substation due to proximity and capacity.

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The existing electricity grid is not suitable for large development. It has only marginal capacity for smaller types of development or if a landuse activity changes in a minor way.

There are two transmission easements traversing the eastern side of ECBG from north to south; one being the 330kV transmission easement and the other the 132 kV transmission easement from the Narellan zone substation. Neither transmission line can be drawn from to service this site.

A new 11Kv feeder will be required to power supply will therefore be required to be constructed. This issue is explored in more detail later in Chapter 7 when the specific impacts of the proposed concept master plan are considered.

- Gas

The Eastern Gas Pipeline is located within a 20m easement in the eastern adjoining land, outside the subject site. The pipeline is owned by Alinta and cannot be utilised in this project. This pipeline does not impact the proposed development.

The closest available gas service is located at Smeaton Grange, approximately 3.5km from the southern boundary of the site. It is a 110 mm diameter medium pressure (210kPa) main and has the capacity to service all the lots in the development.

- Communications

Telstra has assets along Camden Valley Way that can be utilised to enable the provision of the full range of currently available telecommunication services. There were no constraints to the timely implementation of the telecommunications strategy identified.

12. What are the views of State and Commonwealth public authorities consulted in accordance with the gateway determination?

The views of State and Commonwealth authorities have been consulted through the Section 62 process and exhibition. The comments from all authorities were incorporated into the final LES post exhibition.



PART 4 – COMMUNITY CONSULTATION

Previous consultation has occurred in accordance with the processing of the rezoning amendment with Section 62 – Public Authority consultation occurring in August 2008 and the exhibition of the draft LEP from 2 February to 4 March 2009. Comments were received from the authorities including Campbelltown Council and the Growth Centres Commission.

In respect to the community comments to the previous exhibition there was no significant concerns raised with respect to the draft LEP. The Local Aboriginal Land Council has also been consulted and has not raised concerns.

Issues raised by the Heritage Council in the previous concerning the conservation of Gledswood House have been addressed by the land owner with a Heritage Agreement and Conservation Management Plan.

Community Consultation for the latest exhibition of the Draft VPA, the Draft Planning Proposal (Amendment 3), the Draft DCP was undertaken from 7 March 2012 to 3 April 2012. The primary purpose of this exhibition was to consult the community regarding the proposed amendments to the Draft VPA.

Five submissions were received to this exhibition. These included submissions from the East Side Landowners, AGL, SCA, Campbelltown Council, and a late submission from the Scenic Hills Association. As a result of these submissions changes to the Draft DCP have been undertaken. All submissions have been outlined in the Council Report.

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CONCLUSION

This planning proposal is seeking a Gateway determination to continue to process the rezoning submission to enable the finalisation of the amendment to Camden Council's LEP 2010. The planning proposal is supported by a LES which has previously been consulted and exhibited as part of the previous draft LEP amendment.

The LES and supporting studies addressed the following issues:

- land capability – including geotechnical issues, mineral resources and subsidence, air quality, water catchments, contamination, salinity and groundwater and agricultural capacity;
- ecology and bushfire – flora and fauna communities; connectivity and bushland corridors; bushfire, public access arrangements, and ongoing management of conservation zones;
- water cycle – water sensitive urban design, existing catchment and sustainability;
- transport – promoting alternative modes to the car, impact on surrounding areas, funding arrangements and traffic issues;
- heritage and landscape – Aboriginal heritage, European heritage items, visual attributes, view lines, and long term conservation strategies;
- infrastructure – existing capacity; effluent disposal; and
- community facilities – recreation, existing capacity, future facilities and networks.

In addition, the planning investigation has examined how the ECBG site would be integrated with the neighbouring landholdings, including those within the Growth Centre. The proposed planning controls and Development Control Plan has addressed the linkages with the adjoining landholdings.

The ECBG site offers the potential to assist in the achievement of many of the objectives of the Metropolitan Strategy. The opportunity exists to extend and secure the tourism and an economic role played by the site, benefitting the community and protecting the heritage and landscape values of the area.

In addition, a voluntary planning agreement is being negotiated for the site which requires the delivery of vegetation and water management works, as well as the provision of local



parks, bridges, roads, pedestrian and cycle links and new golf holes. The VPA will ensure the development delivers real benefits to the future community.

Finally, the opportunity exists to secure for the long term a key recreation asset and landscape and scenic protection outcomes, by locking in new zonings which protect those assets while allowing limited housing in less visually and environmentally sensitive areas.

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Appendix A – Community Benefit Test

Evaluation criteria	Rezoning planning proposal	Existing rural land
Will the LEP be compatible with agreed state and regional strategic direction for development in the area?	The proposal is compatible with the Metropolitan Strategy, the Southwest Draft Subregional strategy and the Precinct plans for the adjoining Growth Centres area.	The existing rural land adjoins the Turner Road release area that is part of the Precinct releases in the Growth Centres. The proposed rezoning is compatible with this release area and provides a connection to the adjoining area.
Is the LEP likely to create a precedent or change the expectations of the landowner or other land holders?	The proposal is site specific and therefore will not create a precedent.	The draft LEP is supported by a Local Environmental Study that addresses the conservation of heritage items and vegetation corridors.
Have the cumulative effects of other spot rezoning proposals been considered?	The planning proposal is for the rezoning of the land to accommodate low scale residential development amongst a golf course development.	The rezoning proposal is consistent with the landscape quality of the area and with the planning studies for the locality.
Will the LEP facilitate a permanent employment generating activity?	Yes - the rezoning incorporates a golf course component which will assist in local employment.	The employment activity will be limited to the golf course and recreational development opportunities.
Will the LEP impact upon the supply of residential land and therefore housing supply and affordability?	Yes – it will increase the diversity and supply of residential land with the proposed residential land providing for a low scale golf course development which is not found in the Council area.	The rezoning proposal has additional benefits in the diversification of residential land that will be offered with this development.
Is the existing infrastructure capable of servicing the proposed site?	The capacity of the infrastructure being is adequate. New intersections are proposed onto Camden Valley Road and Raby Road.	Adequate provisions are available for infrastructure.
Will the proposal result in changes in car distances travelled by customers, employees and suppliers?	The rezoning proposal will not significantly increase car distances travelled and will offer alternate access to other facilities.	The rezoning proposal will not significantly alter car trips.
Are there significant government investments in infrastructure or	The proposal will not have a material effect on government services and infrastructure above and beyond the	N/A



Evaluation criteria	Rezoning planning proposal	Existing rural land
services in the area whose patronage will be affected by the proposal?	existing situation. The proposal will not impact on the patronage to services and infrastructure.	
Will the proposal impact on land that the government has identified a need to protect or have other environmental impacts?	No – the proposal is contained within an existing area and will not impact on any government land. Areas identified for the conservation of vegetation and on-going management of the vegetation have been identified as Private Recreation land.	The arrangements to protect the vegetation and on-going maintenance are proposed to be agreed in a Voluntary Planning Agreement.
Will the LEP be compatible / complementary with surrounding land use?	Yes – the rezoning proposal is consistent and complementary with the surrounding land uses and will be linked to adjoining residential development to the south in the Turner Road precinct and to the north in the Camden Lakeside development.	The Local Environmental Study supports the proposed rezoning.
Will the proposal increase choice?	Yes – the rezoning proposal provides low density housing amongst a golf course surrounds as an alternate form of housing in the area.	The rezoning proposal provides for an alternate offer for residential housing.
What are the public interest reasons for preparing the draft plan?	The heritage conservation of the State Heritage item of Gledswood House has been documented as an important conservation agreement with the rezoning proposal. The draft rezoning plan includes the conservation of vegetation corridors as an essential element of the proposal as part of the golf course development. The historic and natural environmental benefit to the community of these restoration and conservation matters is integral with this rezoning proposal.	The land owners have offered a Voluntary Planning Agreement to protect these conservation areas as part of the rezoning submission. These outcomes are significantly more difficult to achieve without the agreement for the conservation of the heritage item and the vegetation agreement.

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Appendix B – Applicable section 117 directions

Direction	Objective	Response
1.2 Rural Zones	The objective of this direction is to protect the agricultural production value of rural land.	<p>The land was previously zoned 7(d) Environmental Protection under the Camden LEP 48. The relevant objectives for this zone were:</p> <ul style="list-style-type: none"> to maintain the visual amenity of prominent ridgelines; to enable cluster housing and recreation and tourist orientated uses to be carried out if they are in keeping with the environmentally sensitive nature of the zone. <p>The conversion of Camden LEPs to the Template LEP was a 'like for like' process. It was considered that the current zone for this land (RU2 Rural Landscape) was the best fit for the zone under the previous LEP.</p> <p>The relevant objectives for RU2 are:</p> <ul style="list-style-type: none"> To provide a range of compatible land uses, including extensive agriculture To protect and enhance areas of scenic value by minimizing development and providing visual contrast to nearby urban development To maintain the visual amenity of prominent ridgeline. <p>While this land has been zoned for rural purposes it is not viable to be used as rural land. Primarily the land was zoned to protect the rural landscape. The proposed development has been designed to protect the rural scenic value of this land.</p>
1.3 Mining, Petroleum Production and Extractive Industries	The objective of this direction is to ensure that the future extraction of State or regionally significant reserves of coal, other minerals, petroleum and extractive materials are not compromised by inappropriate development.	<p>AGL have proposed an expansion of their Coal Seam Gas (CSG) mining operations in Camden and have lodged an application with the DPI for the 'Camden Gas Project Stage 3 – Northern Expansion'. This application is being assessed by the Department and does include proposed gas wells within the ECBG lands. (Note: Council is not the consent authority for CSG mines and does not control nor have a say in the location of the gas wells).</p>
2.1 Environmental Protection Zones	The objective of this direction is to protect and conserve environmentally sensitive areas	<p>The draft Planning Proposal is generally consistent with this direction.</p> <p>The proposed development respects the environmentally and visually sensitive areas within the Camden Scenic Hills</p>



Direction	Objective	Response
2.3 Heritage Conservation	The objective of this direction is to conserve items, areas, objects and places of environmental heritage significance and indigenous heritage significance.	The draft Planning Proposal is generally consistent with this direction. The proposed development respects the environmentally and visually sensitive areas within the Camden Scenic Hills area. The NSW Heritage Office has been consulted as part of the Section 62 consultation process.
3.1 Residential Zones	The objectives of this direction are: (a) To encourage a variety and choice of housing types to provide for existing and future housing needs, (b) To make efficient use of existing infrastructure and services and ensure that new housing has appropriate access to infrastructure and services, and (c) To minimise the impact of residential development on the environment and resource lands.	The draft Planning Proposal is generally consistent with this direction in the following way: - A variety of residential zones are incorporated in this proposal. - Existing and upgraded infrastructure will facilitate this development. - A Vegetation Management Strategy has been developed for this site in ensure good environmental outcomes. The proposed development respects the environmentally and visually sensitive areas within the Camden Scenic Hills area.
3.4 Integrating Land Use and Transport	The objective of this direction is to ensure that urban structures, building forms, land use locations, development designs, subdivision and street layouts achieve the following planning objectives: (a) Improving access to housing, jobs and services by walking, cycling and public transport, and increasing the choice of available transport and reducing dependence on cars, (b) Increasing the choice of available transport and reducing dependence on cars, and (c) Reducing travel demand including the number of trips generated by development and the distances travelled,	The draft Planning Proposal is generally consistent with this direction in the following way: - The proposed development is within an area of other development occurring within the Camden LGA. A feature of this wider development is employment lands and neighbourhood centres - A bus route is planned through the centre of the proposed development It should be noted that the infrastructure outcomes associated with the ECBG development will be integrated and co-ordinated with the transport planning for the neighbouring developments and wider South West Growth Centre Precinct plans.

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Direction	Objective	Response
	<p>especially by car, and</p> <p>(d) Supporting efficient and viable operation of public transport services, and</p> <p>(e) Providing for the efficient movement of freight.</p>	
4.1 Acid Sulfate Soils	The objective of this direction is to avoid significant adverse environmental impacts from the use of land that has a probability of containing acid sulfate soils.	The draft Planning Proposal is consistent with this direction.
4.2 Mine Subsidence and Unstable Land	The objective of this direction is to prevent damage to life, property and the environment on land identified as unstable or potentially subject to mine subsidence.	The area referred to in the draft Planning Proposal is not in a mine subsidence area.
4.4 Planning for Bushfire Protection	The objectives of this direction are: <ul style="list-style-type: none"> (a) To protect life, property and the environment from bush fire hazards, by discouraging the establishment of incompatible land uses in bush fire prone areas, and (b) To encourage sound management of bush fire prone areas. 	The draft Planning Proposal is consistent with this direction.
5.1 Implementation of Regional Strategies	The objective of this direction is to give legal effect to the vision, land use strategy, policies, outcomes and actions contained in regional strategies.	The draft LEP is consistent with this direction.
7.1 Implementation of the Metropolitan Plan for Sydney 2036	The objective of this direction is to give legal effect to the vision, transport and land use strategy, policies, outcome and actions contained in the Metropolitan Plan for Sydney 2036	The draft Planning Proposal is not inconsistent with this direction

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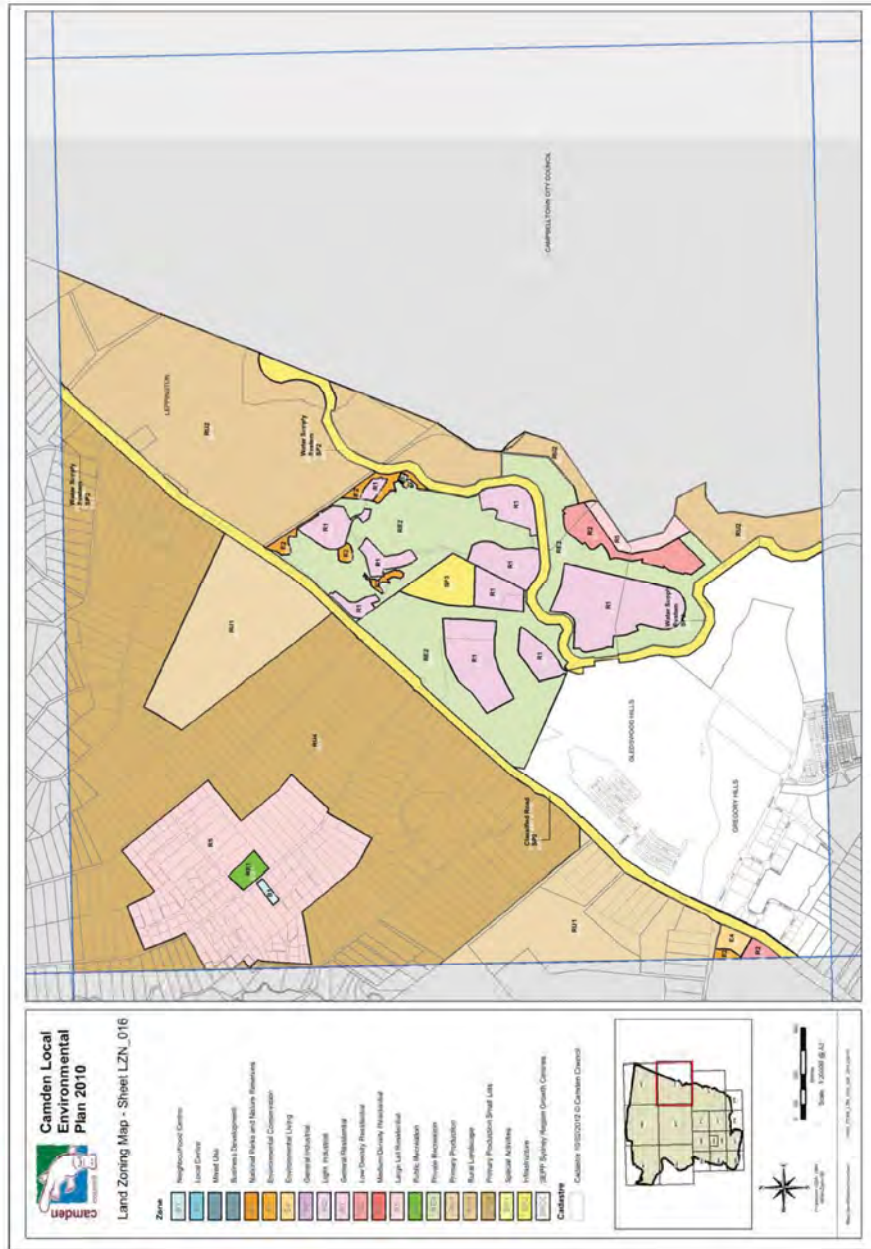
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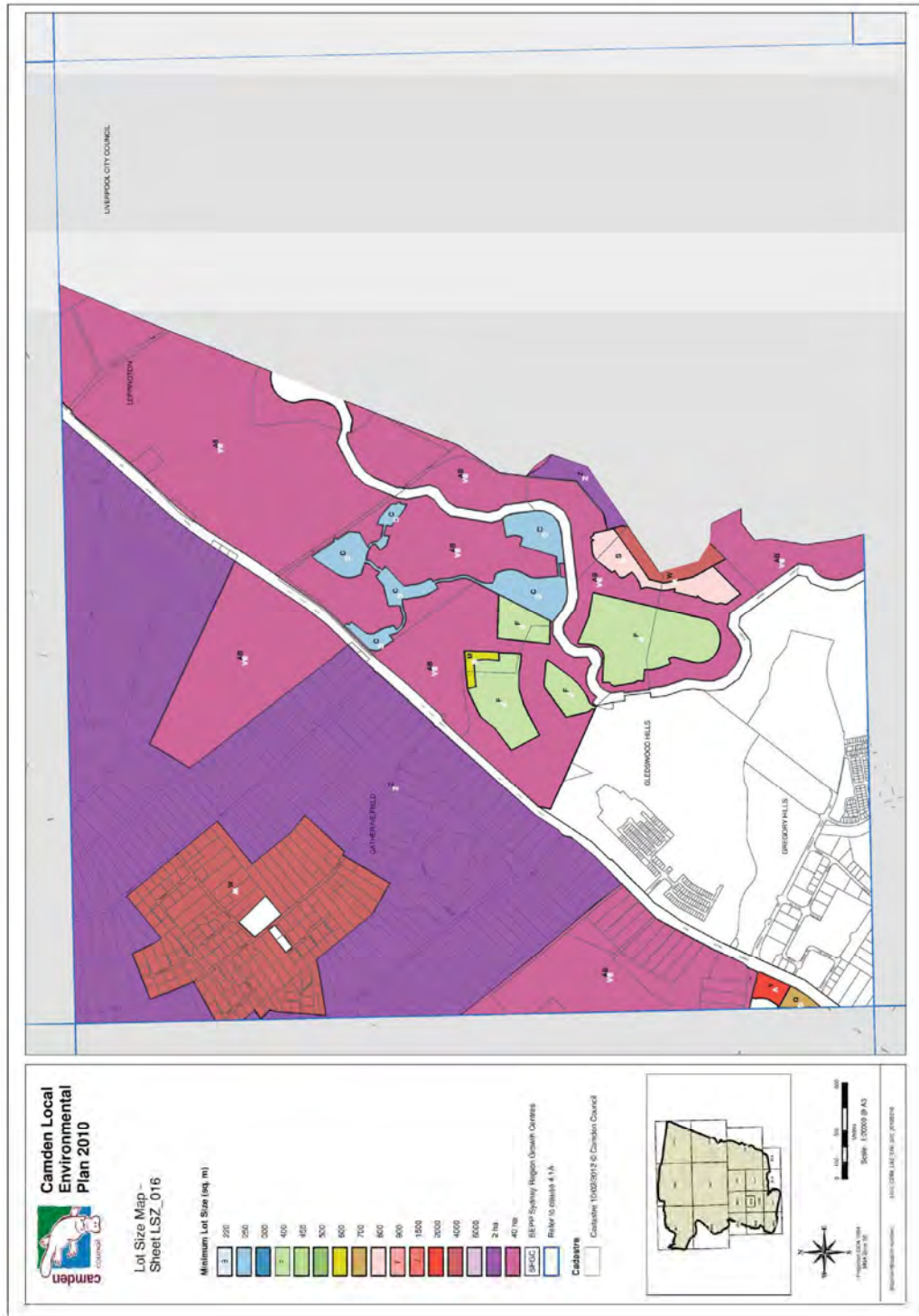
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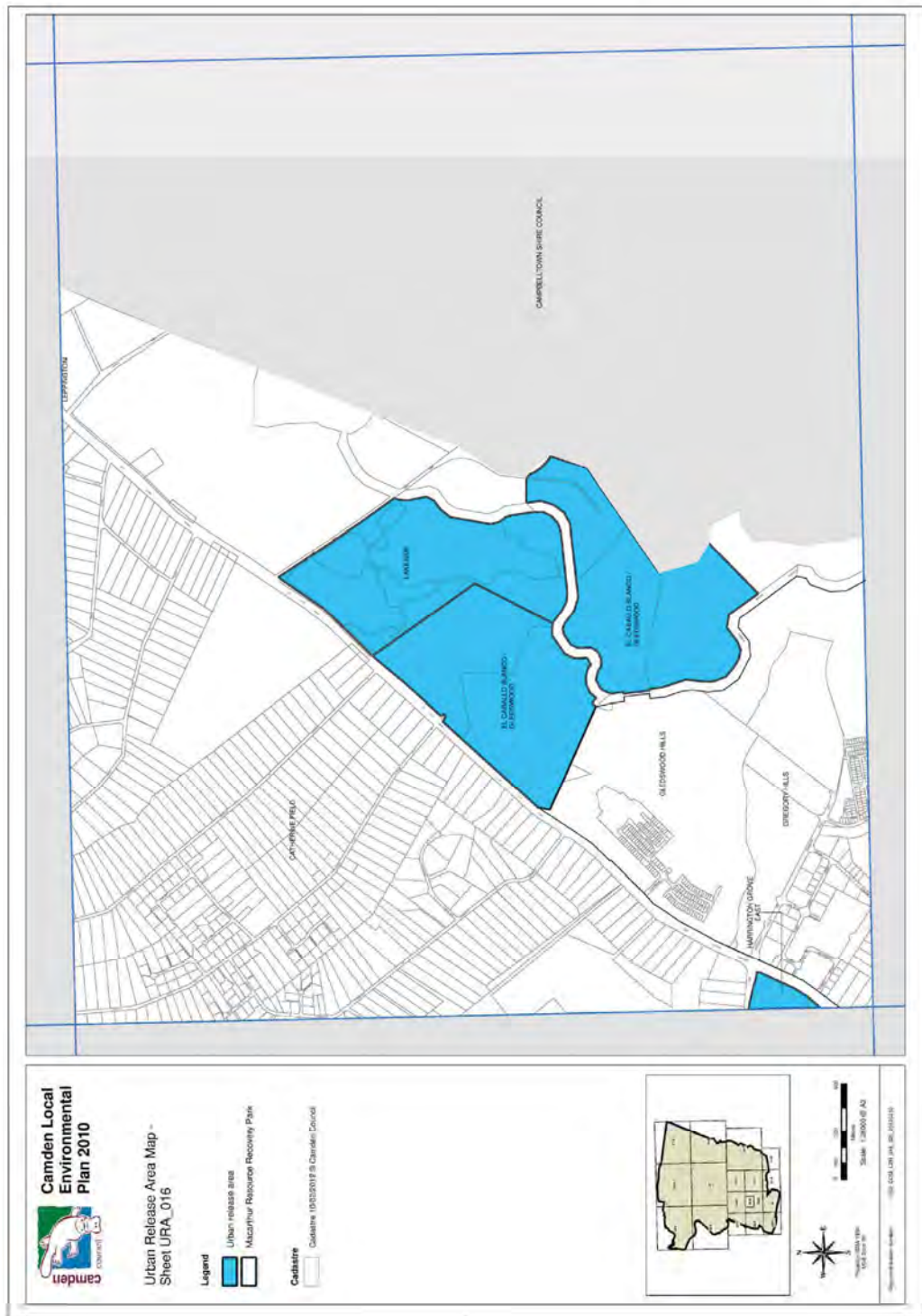
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Part C: Residential Subdivision

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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.

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

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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.



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 policies for landscape treatments contained within the CMP.

Camden Council
Development Control Plan 2011



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 400m²; and
3. Attached Dwellings which for the purpose of this site are "Mews housing" on lots of 250m² 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.

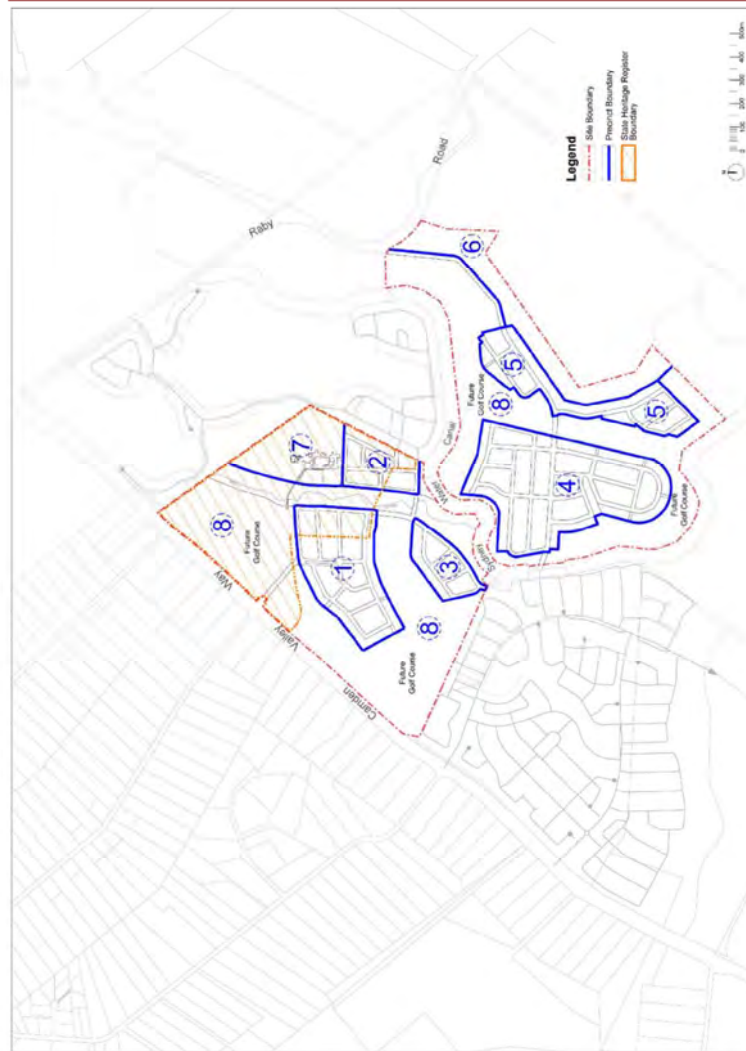


Figure C70 Precinct Identification

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.

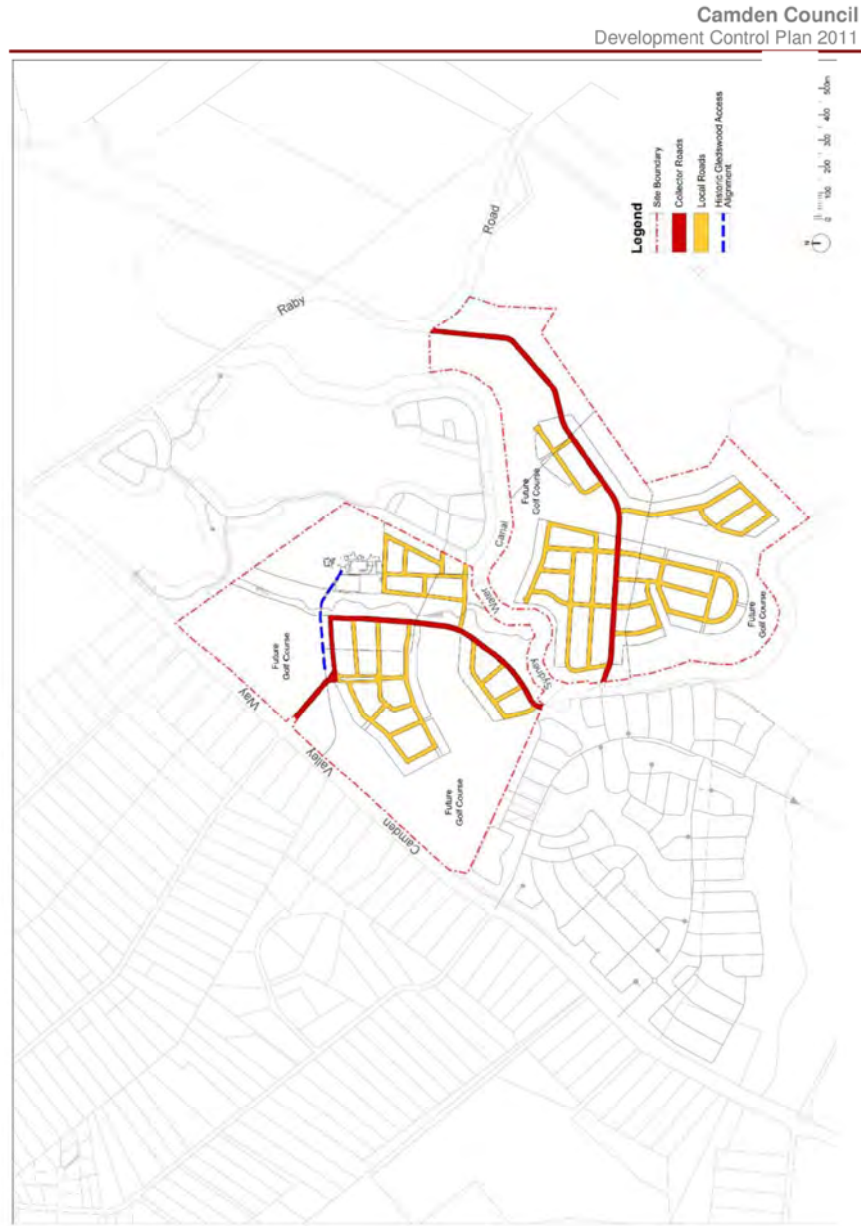


Figure C71 Road Hierarchy Diagram

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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.

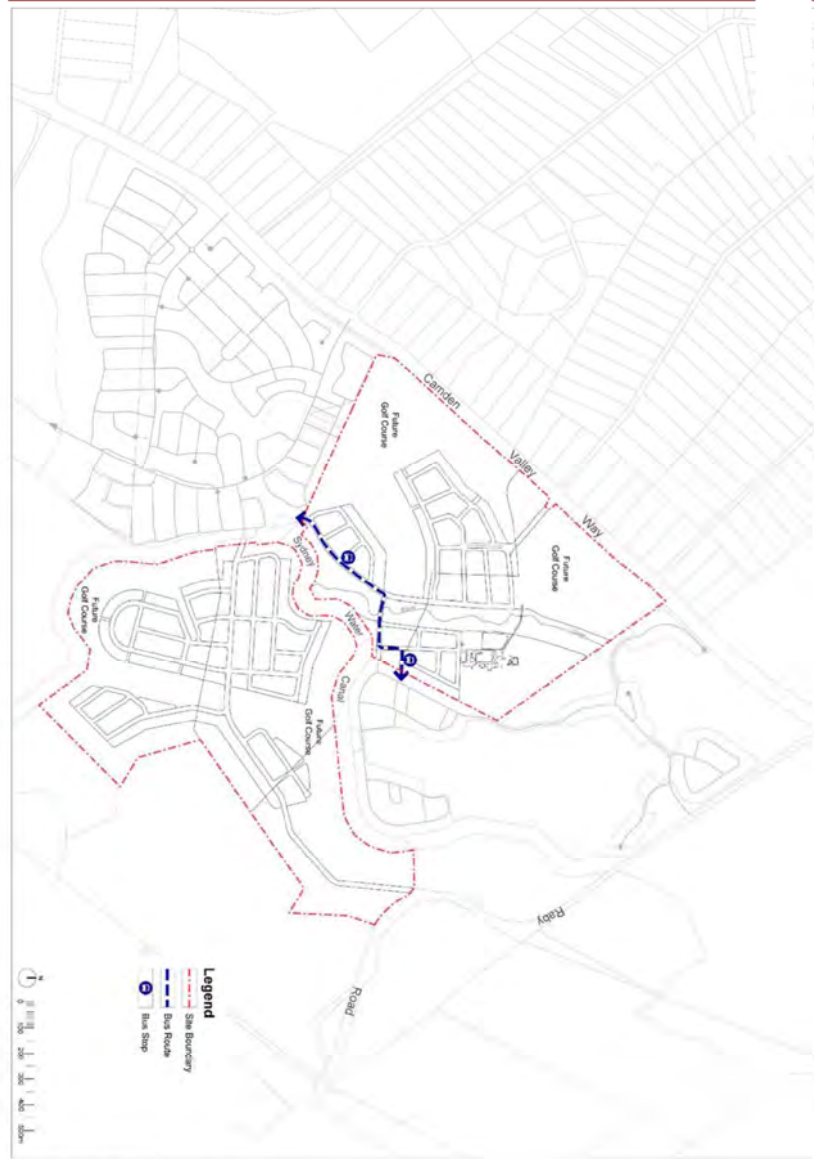


Figure C72 Bus Route Plan

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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.

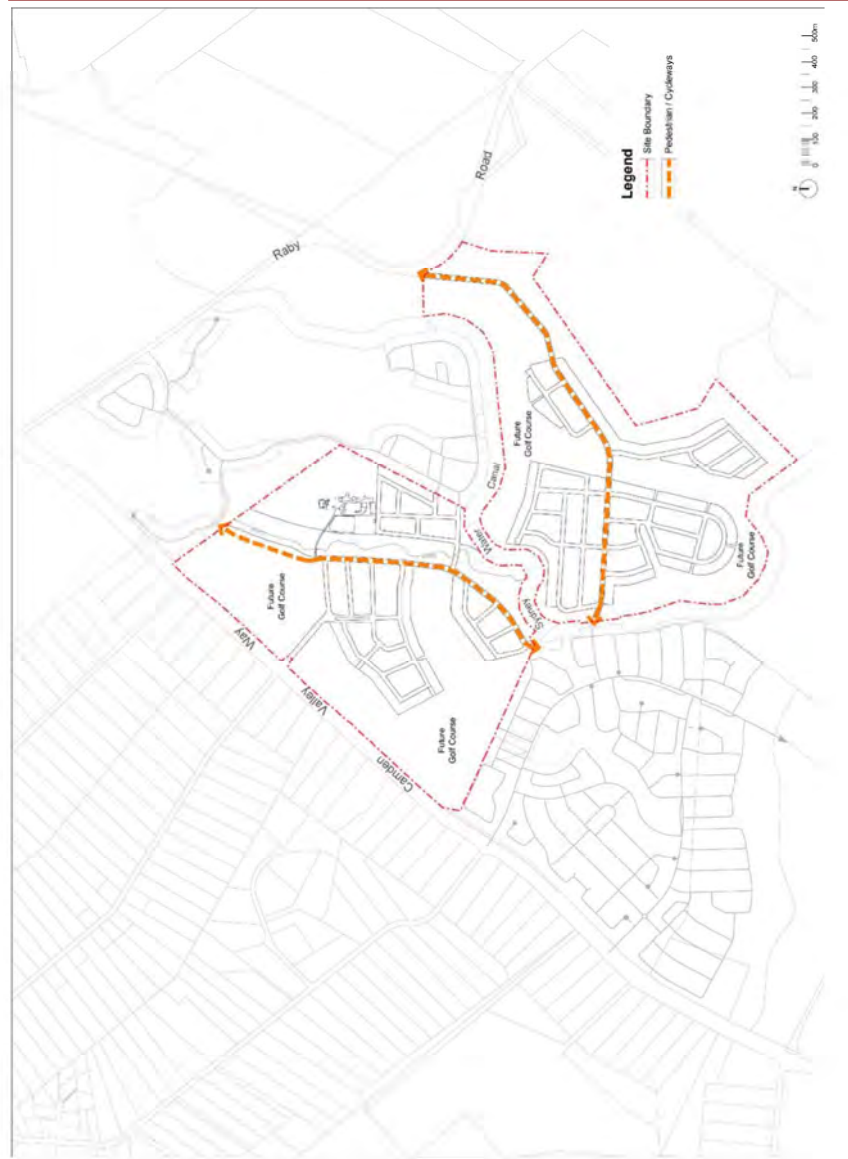


Figure C73 Pedestrian/Cycleway Routes

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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

- (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 Core Riparian Zone (CPR) 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

- (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 ensure that the Upper Canal is taken into account in siting, designing and constructing any proposed development adjoining or in the vicinity of the Canal.
2. To ensure that the development adjacent to the Upper Canal corridor does not impact on the continued operation of the Canal infrastructure.
3. To enhance and protect the heritage significance of the Canal and respect its rural landscape setting.
4. To retain a continuous landscape buffer adjacent to the Canal.
5. To ensure that new development is set back and visually screened from the Canal.
6. To provide public access along the Canal perimeter for heritage interpretation purposes, while ensuring the security of the Canal is maintained at all times.
7. To provide for the safety and amenity of the public living or visiting areas adjacent to the Upper Canal.
8. To protect water quality by preventing stormwater or other pollutants entering the Upper Canal system.

Controls

1. Where subdivision or development (other than residential accommodation) is proposed adjacent to the Upper Canal corridor, applicants shall consult with the Sydney Catchment Authority (SCA) as part of the process of preparing the development application. Any written requirements of the SCA shall be submitted with the DA and the DA documentation shall show how the requirements have been addressed.
2. A local road shall be provided where no open space exists, or existing roads retained, between development and the Upper Canal corridor. The road shall contain a landscaped verge between the road carriageway and Canal corridor. A footpath is not required to be constructed on the Canal side road verge as part of the subdivision of adjoining lands.
3. Road, pedestrian and cycleway crossings of the Upper Canal shall be minimised and located and designed in accordance with SCA requirements.
4. 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.
5. 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.
6. 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.
7. 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

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- 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.
8. 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.
 9. 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.
 10. 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.

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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 4.3m² of revegetation for every 1m² 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	97.0ha

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.

For further controls on Environmentally Sensitive Land refer to Section B1.6 of the Camden DCP 2010.



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 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.

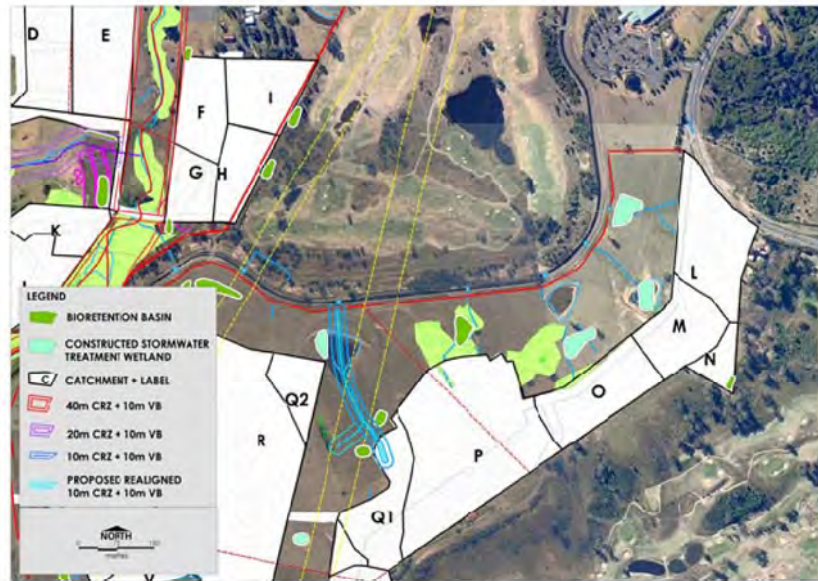


Figure C76 Water Management Strategy for Precincts 2, 4, 5 and 6

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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 timelrames 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 Attached Dwellings (as defined in the Precinct Areas section of C12) 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 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 750m². 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 1000m² 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 2000m² 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 Attached Dwellings 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 750m². 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 1000m² 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 2000m² 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 750m². 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 1000m² 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 2000m² 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 Attached Dwellings 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 750m². 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 1000m² 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 2000m² 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 800m² and the precincts role as a transition into the rural landscape to the east.

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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 4000m² 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.

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 750m²
 - 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 20m
- (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 1000m² or Residential Flat Buildings on lots with an area greater than 2000m² 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.

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4. Corner Lot Splays

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

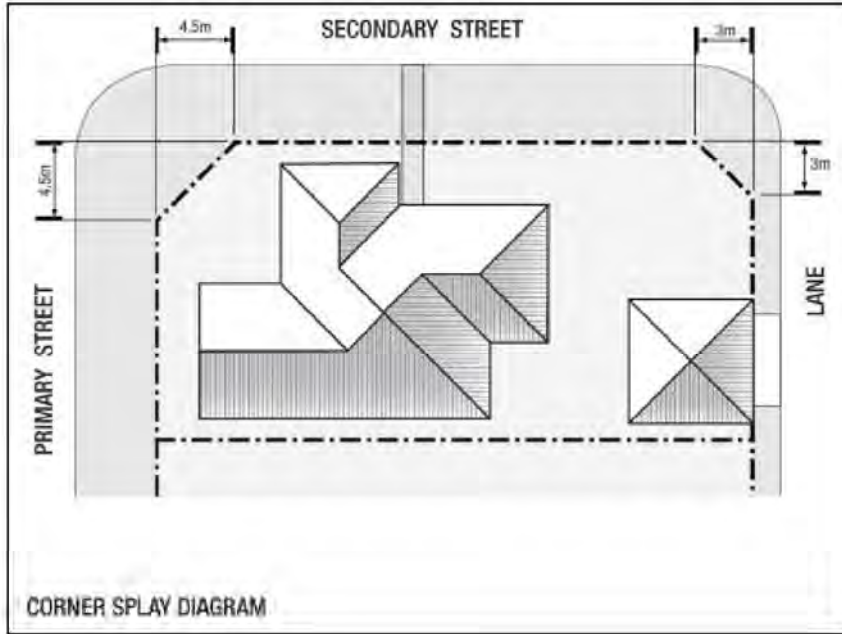


Figure C79 Corner Splay Diagram

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 Camden 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.

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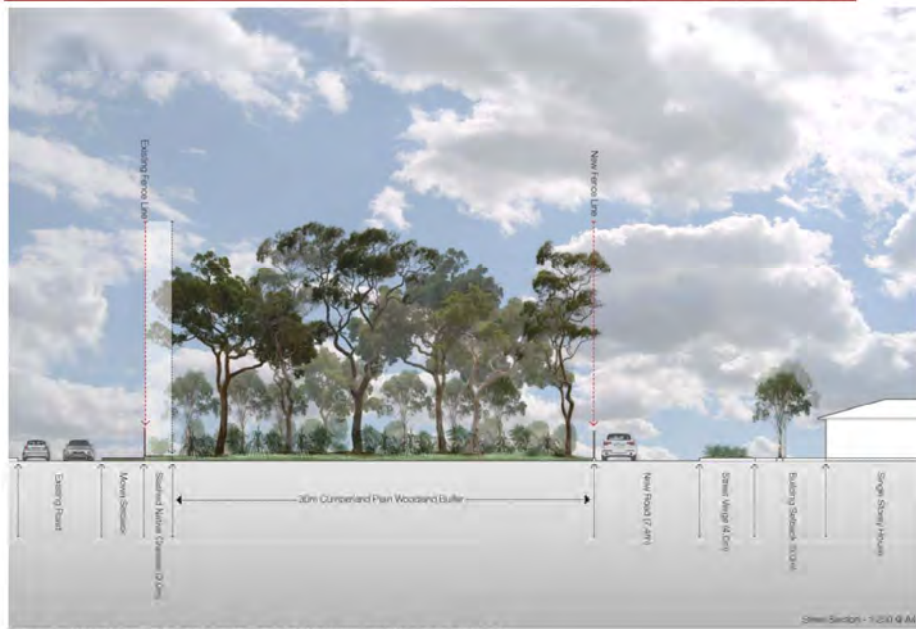


Figure C80 Cross Section through Gledswood Access Road

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.

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Camden Council

Development Control Plan 2011

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 it 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.

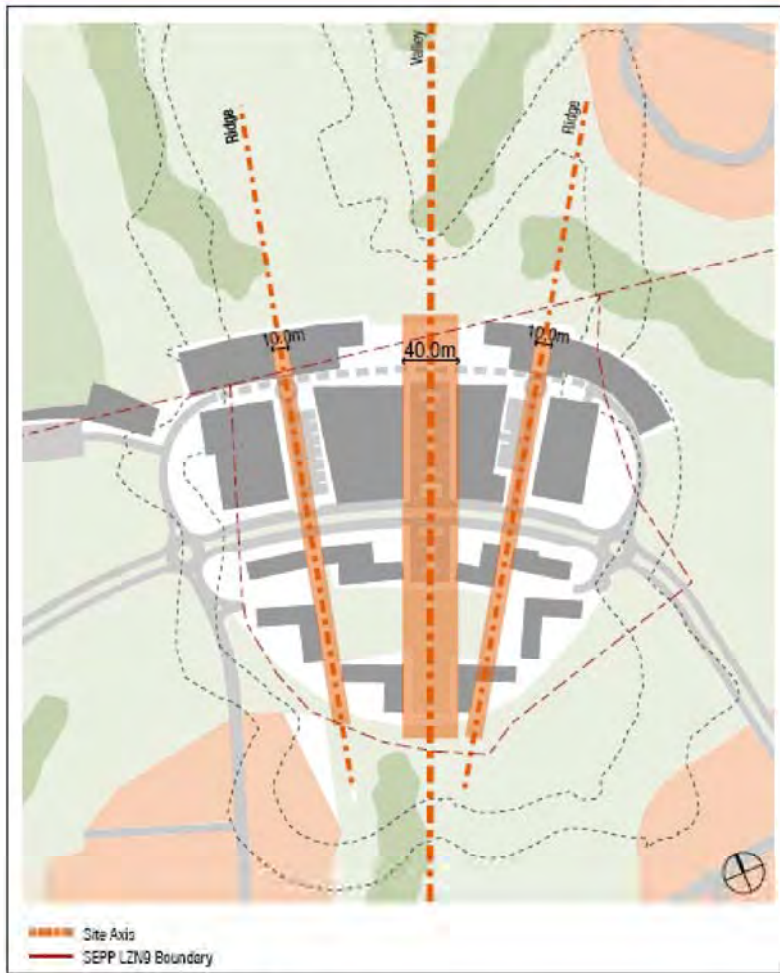


Figure C81 Principle north south axis along the valley and secondary axes along the ridgelines providing view corridors and view cone

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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.

**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 (As Trustee for the SH
Camden Valley Unit Trust)**

Caldia Pty Limited

Vincenzo Pisciueneri, Elizabeth Pisciueneri

Rok Friscic, Teresa Friscic, Jozo Bernatovic, Eva Bernatovic

Frank Galluzzo, Maria Galluzzo, Samuel Galluzzo

The Owners - Strata Plan 36786

Date:

Prepared by Lindsay Taylor Lawyers
Address: Level 9, Suite 3, 420 George Street, Sydney NSW 2000
Tel: (02) 8235 9700
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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

**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 (As Trustee for the SH Camden Valley Unit Trust)
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: 42 Denham Court Road Denham Court NSW 2565
Telephone: 0418 289 601
Facsimile:
Email: roynasso@gmail.com
Representative: Roy Nasso

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

Name: Teresa Friscic
Address: 190 Raby Road Gledswood Hills 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 Gledswood Hills NSW 2557

Telephone: 9606 6291

Facsimile: 9606 6291

Email: N/A

Representative: Jozo Bernatovic

Name: Eva Bernatovic

Address: 188 Raby Road Gledswood Hills NSW 2557

Telephone: 9606 6291

Facsimile: 9606 6291

Email: N/A

Representative: Eva Bernatovic

Name: Vincenzo Pisciueneri

Address: 182 Raby Road Gledswood Hills NSW 2557

Telephone: 9606 5886

Facsimile: 9606 2107

Email: pisciueneri@optusnet.com.au

Representative: Vincenzo Pisciueneri

Name: Elizabeth Pisciueneri

Address: 182 Raby Road Gledswood Hills NSW 2557

Telephone: 9606 5886

Facsimile: 9606 2107

Email: pisciueneri@optusnet.com.au

Representative: Elizabeth Pisciueneri

Name: Frank Galluzzo

Address: 184 Raby Road Gledswood Hills NSW 2557

Telephone: 0419 602364

Facsimile: 9600 6659

Email: frankg@btconcepts.com.au

Representative: Frank Galluzzo

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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

Name: Maria Galluzzo
Address: 184 Raby Road Gledswood Hills 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: 0419 144 187
Facsimile: 9600 6659
Email: samuelgalluzzo@bigpond.com.au
Representative: The Secretary

Land:

See definition of *Land* in clause 1.1 and see clause 2.

Development:

See definition of *Development* in clause 1.1 and see clause 4.1.

Development Contributions:

See Parts 2-4 and Schedule 1.

Application of s94, s94A and s94EF of the Act:

See clause 7.

Enforcement:

See clauses 9.11, 12.5, 14.2, 15.2, 16.2, 19.3, 31, 32 33, 34 and 37

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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

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 **As trustee for the SH Camden Valley Unit Trust** (ABN 46 767 052 801) (**SH Camden Valley**)

and

Caldia Pty Limited ABN 83 003 108 781 of 42 Denham Court Road Denham Court NSW 2565 (**Caldia**)

and

Vincenzo Pisciueneri of 182 Raby Road Gledswood Hills NSW 2557

and

Elizabeth Pisciueneri of 182 Raby Road Gledswood Hills NSW 2557 (**together, the Pisciueneri Parties**)

and

Rok Friscic of 190 Raby Road Gledswood Hills NSW 2557

and

Teresa Friscic of 190 Raby Road Gledswood Hills NSW 2557. (**together, the Friscic Parties**)

and

Jozo Bernatovic of 188 Raby Road Gledswood Hills NSW 2557,

and

Eva Bernatovic of 188 Raby Road Gledswood Hills NSW 2557 (**together, the Bernatovic Parties**)

and

Frank Galluzzo of 184 Raby Road Gledswood Hills NSW 2557

and

Maria Galluzzo of 184 Raby Road Gledswood Hills 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 1st 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) an Australian bank, non-bank-financial institution, or insurance company subject to prudential supervision by the Australian Prudential Regulatory Authority and has a credit rating of "A" or above (as assessed by Standard and Poors) or "A2" or above (as assessed by Moody's Investors Service) or "A" or above (as assessed by Fitch Ratings); 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.

Contribution Lot means a lot created for the purposes of a dwelling that is a Final Lot but is not a Non-Contribution Lot.

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

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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

Development means development of:

- (a) the Land for urban purposes, involving subdivision to accommodate up to 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.

Draft DCP means the draft amendment to *Camden Development Control Plan 2011* in relation to the Land as exhibited from 7 March to 3 April 2012.

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,
- (c) that the Council considers, acting reasonably, based on information provided by the Landowner, will be further subdivided,
- (d) created for the purposes of the Golf Holes,
- (e) created for the purpose of any public utility undertaking (within the meaning of the *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this Agreement).

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

Golf Holes means golf holes on the part of the Land identified as '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.

El Caballo Blanco, Gledswood and East Side Site Planning Agreement

GST has the same meaning as in the GST Law.

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 planning proposal the subject of public consultation from 7 March to 3 April 2012 as shown 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, the East Side 1 Land, the East Side 2 Land and the East Side 3 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;
- (g) a lot created for the purposes of the Golf Holes.

Novation Deed means the draft deed in Schedule 3.

Portion means either or both of the Eastern Portion and the Western Portion as the context requires.

Party means a party to this agreement, including their assigns and a person bound by the Agreement under section 93H(3) of the Act.

Pisciuneri 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.

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

Relevant Party in relation to a matter means a Landowner Party but does not include a Landowner whose land is unaffected by the matter.

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 physically commenced (within the meaning of the Act) or such other period or periods commencing at such other time or times as the Council and the Relevant 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 the Draft DCP, 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 Eco Logical 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 as amended from time to time in accordance with this Agreement.

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

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 the Draft DCP, 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,

as amended in accordance with this Agreement

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.

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- 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.
- 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 provision in this Agreement that imposes a liability on a Party extends to imposing a liability on the Party in respect of the acts or omissions of servants, agents and contractors of the Party.
- 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.
- 1.2.17 A reference in this Agreement to a Landowner making an application for a Subdivision Certificate is taken to include an application made by another person with the written authority of the Landowner.
- 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

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- 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.
- 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 A Landowner is under no obligation to make the Development Contributions to the Council in accordance with this Agreement unless all of 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 in relation to the Landowner's land subject to a condition requiring the Development Contributions to be made in accordance with this Agreement, and
 - 4.1.3 the Development is physically commenced (within the meaning of the Act) on the Landowner's land.
- 4.2 Nothing in this Agreement shall be taken to require a Landowner to carry out all or part of the Development prior to a decision by that Landowner to physically commence the Development on the Landowner's land.
- 4.3 Nothing in this Agreement shall be taken to require a Landowner who has physically commenced the Development to produce any particular number of Final Lots or Contribution Lots.
- 4.4 However, nothing in this clause shall be taken to exempt a Landowner from the obligation to comply with the provisions of this Agreement that impose obligations other than the making of Development Contributions including those that require:
- 4.4.1 the submission of plans, strategies, reports and the like; and
 - 4.4.2 other facilitation of the implementation of the Agreement without limitation including for registration of this Agreement and the provision of Security as and when specified.

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.

Note: This clause is not intended to prevent amendment of this Agreement as authorised under the Act.

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6 Surrender of right of appeal, etc.

- 6.1 A Party 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 A Landowner is to make Development Contributions in accordance with this Agreement to the reasonable 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 as otherwise expressly provided by this Agreement.
- 8.2 For the avoidance of doubt, a Landowner is only jointly and severally liable for another Landowner's obligation to make Development Contributions if both Landowners 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 a Landowner under this Agreement in accordance with its terms. Nothing in Schedule 1 prevents a Landowner from electing to make a Development Contribution prior to the time it is required to do so.
- 8.4 A 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.
- 8.5 The Council is to apply each Development Contribution made by a Landowner under this Agreement towards the public purpose for which it is made and otherwise in accordance with this Agreement.
- 8.6 Despite clause 8.5, 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

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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 Landowners are to carry out development for the purpose of Golf Holes within the Golf Course Boundary identified on Sheet 2 of the Map subject to this clause.
- 9.2 At least nine (9) of the Golf Holes are to be located on the Western Portion, and at least nine (9) are to be located on the Eastern Portion.
- 9.3 One or more of the Landowners 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' minimum 18 hole golf course, or
 - (b) as two (2) x minimum nine (9) holes to be used in combination with one or more other golf courses;
- 9.4.2 the design intent of the Golf Holes;
- 9.4.3 any relevant standards or specifications that have informed the design intent of the Golf Holes; and
- 9.4.4 the means by which physical connectivity can be achieved between the golf holes in the Eastern and Western Portions respectively.
- 9.5 The draft Golf Holes Strategy is to be consistent with:
- 9.5.1 each relevant Vegetation Management Plan and each relevant Water Management Plan; and
- 9.5.2 to the extent that a Vegetation Management Plan or Water Management Plan has not yet been prepared for a part of the Land (not being land owned by a Landowner that prepares and submits the Golf Holes Strategy), the Vegetation Management Strategy and the Water Management Strategy as relevant.
- 9.6 To the extent that the Strategy relates to land in a Portion that is not owned by the Landowner who submits the Strategy, the Strategy may be conceptual only, to the reasonable satisfaction of the Council.
- 9.7 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.
- 9.8 The Landowners (jointly or severally) shall use their best endeavours to gain approval for the Golf Holes Strategy by no later than 24 months after the Instrument Change occurs or such later time as is agreed between the Parties.
- 9.9 A Landowner of land in either Portion may seek the further approval of the Council for the amendment of the Golf Holes Strategy in relation to the Portion of which its land forms a part provided that:
- 9.9.1 each Landowner of land in that Portion on which any of the Golf Holes are located (either in the existing Golf Holes Strategy or the Strategy as proposed to be amended) notifies the Council in writing that it agrees to the proposed amendment;
- 9.9.2 the Strategy as proposed to be amended for that Portion remains consistent with the Strategy as ongoing for the other Portion; and

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- 9.9.3 the Strategy as proposed to be amended complies with clauses 9.4, 9.5 and 9.6 above.
- 9.10 The Council is not to unreasonably refuse to approve the Golf Holes Strategy or any amendment to it.
- 9.11 The Golf Holes are to be completed:
- 9.11.1 on the Eastern Portion, immediately prior to the release of a subdivision certificate for:
- (a) the 230th Final Lot on land zoned R1, R2, R5 or RU2 in East Side 1 and East Side 2 Land; and
 - (b) the 170th Final Lot on land zoned R1, R2, R5 or RU2 in East Side 3 Land; and
- 9.11.2 on the Western Portion, immediately prior to the release of a subdivision certificate for the 200th Final Lot on ECB Land zoned R1, or at such later time as is agreed in writing between the Council and the Relevant Parties. Nothing in this clause prevents a Landowner from electing to complete the Golf Holes prior to the time it is required to do so.
- 9.12 If:
- 9.12.1 the Golf Holes have been completed:
- (a) on the land to which the Golf Holes Strategy applies in accordance with this Agreement; or
 - (b) on either Portion where the other Portion is not expressly required to be used for golf holes in conjunction with that land under the Golf Holes Strategy;
- 9.12.2 a Landowner has obtained Approval for the use of some or all of the relevant land mentioned in clause 9.12.1 for a different permissible purpose;
- 9.12.3 the carrying out of the different purpose will not (in the reasonable opinion of the Council) adversely impact on the continuation of the use of any of the remaining land to which the Golf Holes Strategy applies for the purposes of a golf course; and
- 9.12.4 use of the land for the proposed use will not, in the reasonable opinion of the Council, have a material adverse impact on the implementation of the Vegetation Establishment Obligation, Vegetation Management Obligation, Water Establishment Obligation or Water Management Obligation as applicable to that land,
- the Council may, by written notice issued to all Landowner Parties, approve the Landowner to use the relevant land for the proposed use rather than for the purpose of the Golf Holes. Council is not to unreasonably refuse to approve the proposed use.

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10 Amendment of Water Management and Vegetation Management Strategies

- 10.1 A Landowner may seek approval of the Council for the amendment of the Water Management Strategy or the Vegetation Management Strategy in relation to the Portion of which its land forms a part.
- 10.2 The Council may approve the amendment provided that:
 - 10.2.1 each Landowner of land in that Portion notifies the Council in writing that it agrees to the proposed amendment;
 - 10.2.2 the Council is satisfied that:
 - (a) the Strategy as proposed to be amended:
 - (i) remains consistent with the Strategy as ongoing for the other Portion;
 - (ii) will continue meet the objectives of the existing Strategy;
 - (b) each relevant Vegetation Management Plan and each relevant Water Management Plan will be amended as necessary to be consistent with the Strategy as amended; and
 - (c) any work already carried out in accordance with clauses 14 and 16 can and will be modified as necessary to comply with the proposed amended Strategy and amended Plan.
- 10.3 If at the time of giving an approval, the Water Establishment or the Vegetation Establishment Period has already expired, the Council must as a condition of its approval specify a later time for the completion of any relevant amended establishment work. If so:
 - 10.3.1 the Relevant Parties for each Portion, at their own cost, are to complete any amended Vegetation Establishment or Water Establishment Obligations by the later time so specified;
 - 10.3.2 following completion, the Vegetation Management and Water Management Obligations apply to those works as so amended in addition to remaining works.
- 10.4 If the later time specified under clause 10.3 is not the time proposed by the Landowner seeking the approval:
 - 10.4.1 the Council will not specify the later time unless the Relevant Parties have been given a reasonable opportunity to consider and respond to the Council's proposed timing and the Council has considered any such response; and
 - 10.4.2 the later time is to be reasonable.
- 10.5 The Council is not to unreasonably refuse to approve an amendment under this clause.

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 Landowners of land in a Portion are to submit and the Council is to approve a Development Staging Plan for that Portion.
- 12.2 Clause 12.1 does not apply to a Development Application for subdivision to create a Non-Contribution Lot.
- 12.3 The Landowners of land in a Portion may seek approval to amend a previously approved Development Staging Plan for that Portion.
- 12.4 The Development Staging Plan for each Portion is to identify:
- 12.4.1 each of the Stages of the Development to be carried out within that Portion;
- 12.4.2 the vegetation to be removed from the land to which each Stage relates which is to be in accordance with the Vegetation Management Strategy;
- 12.4.3 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;
- 12.4.4 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;
- 12.4.5 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
- 12.4.6 any other thing necessary in order to service a future Stage of the Development as set out in the Water Management Plan.
- 12.5 The Council is not to unreasonably refuse to approve the Development Staging Plan or any proposed amendment. However, the Council may make reasonable alterations in order to ensure that adequate infrastructure will be available to meet each Stage of the Development. The Relevant Parties will be given a reasonable opportunity to consider and respond to any such alterations proposed to be made by the Council and the Council will consider any such response prior to determining the alterations to be made.
- 12.6 The Relevant Parties in relation to a Portion are to use their best endeavours to ensure that each Development Application for the Development is consistent with the relevant approved Development Staging Plan.
- 12.7 A Subdivision Certificate for a Contribution Lot within land to which a Stage relates must not be issued unless:
- 12.7.1 the following things have been done:
- (a) the Vegetation Establishment Obligation has been performed in relation to that Stage;

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- (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

12.7.2 Security has been provided for any thing not so performed or completed as specified in clause 32.

Part 3 – Development contributions relating to Vegetation Management Land

13 Approval of draft Vegetation Management Plan

- 13.1 The Landowners of land in a Portion are to prepare a draft Vegetation Management Plan for the Portion and submit it to the Council for approval.
- 13.2 The draft Vegetation Management Plan is to be consistent with the Vegetation Management Strategy for the Portion and is to be approved before the approval of the Development Staging Plan.
- 13.3 The Council is not to unreasonably refuse to approve a draft Vegetation Management Plan.
- 13.4 The Council may approve a draft Vegetation Management Plan with such alterations as it reasonably considers necessary in order to ensure that the plan is consistent with the Draft DCP and the Vegetation Management Strategy. The Relevant Parties will be given a reasonable opportunity to consider and respond to any such alterations proposed to be made by the Council and the Council will consider any such response prior to determining the alterations to be made.
- 13.5 A Vegetation Management Plan, once approved, may be varied with the agreement of the Council and the Relevant Parties. The Council is not to unreasonably refuse to approve a variation of the plan.
- 13.6 A Landowner must ensure that any Development Application it makes in relation to the Vegetation Management Land is consistent with the relevant Vegetation Management Plan.

14 Establishment & Management of Vegetation Management Land

- 14.1 Each Landowner is, at its own cost 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,
 in relation to its land.
- 14.2 The Vegetation Establishment Obligation must be completed as follows:
 - 14.2.1 in relation to the ECB Land - immediately prior to the issuing of the Subdivision Certificate for the 200th Final Lot in the ECB Land;

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- 14.2.2 in relation to the Gledswood Land - immediately 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 - immediately 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 - immediately 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 - immediately prior to the issuing of the Subdivision Certificate for the 170th Final Lot in the East Side 3 Land.
- 14.3 Nothing in subclause 14.2 prevents a Landowner electing to complete the Vegetation Establishment Obligation prior to the time it is required to do so.

Part 4 – Development contributions relating to Water Management Strategy

15 Approval of draft Water Management Plan

- 15.1 The Landowners of land in a Portion are to prepare a draft Water Management Plan for the Portion and submit it to the Council for approval.
- 15.2 The draft Water Management Plan is to be submitted to the Council for approval and is to be approved before the approval of the Development Staging Plan.
- 15.3 The draft Water Management Plan is to be consistent with the Water Management Strategy and the Development Staging Plan for the Portion.
- 15.4 The Council is not to unreasonably refuse to approve the draft Water Management Plan.
- 15.5 The Council may approve a draft Water Management Plan with such alterations as it reasonably considers are necessary in order to ensure that the plan is consistent with the Draft DCP and the Water Management Strategy. The Relevant Parties will be given a reasonable opportunity to consider and respond to any such alterations proposed to be made by the Council and the Council will consider any such response prior to determining the alterations to be made.
- 15.6 A Water Management Plan, once approved, may be varied with the agreement of the Council and the Relevant Parties. The Council is not to unreasonably refuse to approve a variation of the plan.
- 15.7 A Landowner must ensure that any Development Application it makes in relation to the Water Management Land is consistent with the relevant Water Management Plan.

16 Establishment & Management of Water Management Land

- 16.1 Each Landowner is, at its own cost to perform:

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- 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,
- in relation to its land.
- 16.2 A Water Management System forming part of the Water Establishment Obligation must be completed:
 - 16.2.1 in relation to ECB Land - immediately 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 reasonable opinion of the Council;
 - 16.2.2 in relation to the Gledswood Land - immediately 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 reasonable opinion of the Council;
 - 16.2.3 in relation to the East Side 1 Land - immediately 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 reasonable opinion of the Council;
 - 16.2.4 in relation to the East Side 2 Land - immediately 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 reasonable opinion of the Council;
 - 16.2.5 in relation to the East Side 3 Land - immediately 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 reasonable opinion of the Council.
 - 16.3 Nothing in subclause 16.2 prevents a Landowner electing to complete the Water Establishment Obligation prior to the time it is required to do so.

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 A 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

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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 Information 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 Relevant Party 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 Relevant Party is to lodge the instrument of transfer for registration at the Land and Property Information within 7 days of receiving it from the Council duly executed,
 - 18.2.4 the Relevant Party and the Council are to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 18.3 A Relevant Party 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 reasonable costs it has or will incur, on demand.
- 18.4 If this Agreement requires a Landowner to dedicate land to Council on which the Landowner is required to carry out a Work under this Agreement, the Landowner is to give Council the instrument of transfer of the land under clause 18.2.1 no later than the time specified in Column 4 of Schedule 1, or such later period as agreed between Council and the Relevant Parties, after the Work is taken to have been completed in accordance with this Agreement.
- 18.5 Land that is dedicated to the Council in accordance with this Agreement is required to be free of all estates, interests, trusts, restrictions, dedications, reservations, easements, rights, charges, rates and contracts in, over or in connection with the land except as otherwise agreed between the Council and the Relevant Parties.
- 18.6 Immediately before dedicating land to the Council in accordance with this Agreement, the Landowner is to provide the Council with evidence reasonably satisfactory to the Council that no land tax, charges or other debts is or are payable in connection with the land.

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 a Landowner under this Agreement is to be carried out in accordance with:
- 19.2.1 any relevant Development Consent,
 - 19.2.2 any other applicable law,

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- 19.2.3 an appropriate quality monitoring system as agreed between the Council and the Relevant Parties.
- 19.3 A Relevant Party identified as being the Responsible Party in Column 6 of Schedule 1 shall use its best endeavours to obtain Approval for the carrying out of Work comprising Contribution Items 3 and 4 as follows:
- 19.3.1 Contribution Item 4 – immediately prior to the issuing of the Subdivision Certificate for the 250th Final Lot in the Eastern Portion;
- 19.3.2 Contribution Item 3 - immediately 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 Nothing in subclause 19.3 prevents a Landowner electing to complete a Work to which that clause relates prior to the time it is required to do so.

20 Reporting on Work

- 20.1 Subject to this clause, a 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, Water Establishment Obligation, Vegetation Management Obligation and Water Management Obligation as if they are Work.
- 20.3 A report does not need to be submitted under clause 20.1:
- 20.3.1 before the Development is physically commenced on the Landowner's land;
- 20.3.2 following the expiry the Defects Liability Period for the Work or if there is no such period, following Works Completion for the Work.
- 20.4 A report in relation to the carrying out of the Vegetation Management Obligation and Water Management Obligation by a Landowner is to be submitted by the Landowner biennially after the commencement of the Vegetation Management Period and Water Management Period for a period of ten (10) years. The report is to be in accordance, respectively, with the Vegetation Management Strategy and the Water Management Strategy.

21 Access to the Land

- 21.1 A Landowner is to take such steps as are necessary to enable the Council, its officers, employees, agents and contractors to enter its land or any other land 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 a 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.
- 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 and in accordance with

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any reasonable requirements of the other Landowner 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 A Landowner is to ensure to the fullest extent reasonably practicable in relation to the carrying out of any Work it is required to carry out 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 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, a 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 by the Landowner 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 A 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 it is required to carry out from any cause whatsoever which occurs before Works Completion. This does not apply to the extent that the loss or damage occurs as a consequence of a negligent or intentional act or omission of the Council.
- 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 unless:
- 25.1.1 the Council and the Relevant 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, acting reasonably having regard to the Contribution Value for the Work set out Column 5 of Schedule 1, direct a 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 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, but only if the variation is directed by the Council after a Construction Certificate has been issued for the Work.
- 25.5 Council shall pay the amounts referred to in clause 25.4 to the Relevant Party 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 Relevant Party; and
- 25.5.2 documentation which demonstrates to Council's reasonable 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 a Relevant Party gives a notice to the Landowner to that effect. The Council, acting reasonably, must either give the notice or refuse to give the notice.
- 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, acting reasonably, give a Relevant Party one or more Rectification Notices.
- 27.2 Subject to clause 35 and clause 36, the Relevant Party is to comply with a Rectification Notice at its own cost and to the reasonable satisfaction of the Council.
- 27.3 If the Relevant Party breaches clause 27.2, the Council may have the relevant defect rectified and may recover its reasonable costs of so doing against the Relevant Party 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 Failure to carry out Work

- 28.1 If the Council reasonably considers that a 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 written notice requiring the breach to be rectified to the Council's reasonable satisfaction.
- 28.2 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.
- 28.3 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.
- 28.4 The Landowner is to do all things reasonably necessary to enable the Council to exercise its rights under clause 28.3.
- 28.5 If, following the exercise by the Council of its rights under clause 28.3, 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.
- 28.6 For the purpose of clause 28.5, the Council's costs of carrying out, completing or rectifying a defect in a Work are the Council's reasonable costs including, but not limited to:
- 28.6.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose.
- 28.6.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
- 28.6.3 all legal costs and expenses reasonably incurred by the Council, by reason of the Landowner's failure to comply with this Agreement.
- 28.7 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 Completion Requirements

- 29.1 No later than 28 days after a Work is taken to have been completed in accordance with this Agreement, the Landowner is to submit to the Council the following:
- 29.1.1 a full works-as-executed plan in respect of the Work;
- 29.1.2 any warranties associated with any products used in the carrying out of the Work; and
- 29.1.3 copies of the relevant documentation associated with quality monitoring during the carrying out of the Work.

Part 3 – Other Provisions

30 Indemnity and Insurance

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- 30.1 Each 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 the Landowner in carrying out any Work or the performance of any other obligation under this Agreement.
- 30.2 Before the physical commencement of a Work required to be carried out by a Landowner, the Landowner is to take out and keep current to the reasonable satisfaction of the Council the following insurances in relation to the Work 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, a Landowner is to provide to the Council satisfactory written evidence of all of the insurances specified in clause 30.2.
- 30.5 This clause applies to the Vegetation Establishment Obligation and Water Establishment Obligation as if they are Work.

31 Provision of Monetary 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

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- 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.
 - (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 by clause 31.2 to 31.5 on Landowners of a particular Portion 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 Relevant Parties that provide The Security are to ensure that The Security held by the Council at all times equals the amount of The Security so indexed.
- 31.9 The Council and the Relevant Parties 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.

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- 31.10 The Relevant Parties 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 Relevant Parties; and if so the relevant requirement for Security is taken to be reduced accordingly and the Council is to release or return to the Relevant Parties 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 Relevant Parties within 14 days of compliance by the Relevant Parties 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 Relevant Parties not less than 30 days written notice of its intention to do so and the Relevant Parties have 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 only use the amount paid to it in satisfaction of any reasonable 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 Relevant Party, require the Relevant Party 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.
- 31.18 If:
- 31.18.1 a Landowner who has provided Security gives written notice to Council under this sub-clause that it will not make an application for a Subdivision Certificate for the creation of a threshold lot which would create an obligation to provide a development contribution to which the Security relates; or
- 31.18.2 it is otherwise apparent, on reasonable grounds, that a Landowner will not be proceeding to make such an application at any time in the foreseeable future,
- the Council may elect, in its absolute discretion, to accept the Security for the Development Contribution as the Development Contribution itself.
- 31.19 However, the Council is not to accept a Security under clause 31.18.2 unless it has given the Landowner not less than 30 days written notice of its intention to do so and the Landowner has not demonstrated to the Council's

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reasonable satisfaction that it will make such an application in the foreseeable future before that period has expired.

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 by a Relevant Party as referred to in clause 12.7.2.
- 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 Relevant Party 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 Landowner by clause 32.3 is joint and several.
- 32.5 Clauses 31.7 to 31.19 apply to a Security required by this clause in the same way as they apply to a Security required under clause 31.

33 Security for deferral of time for completion of Works

- 33.1 A 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 a 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.

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35 Dispute Resolution – expert determination

- 35.1 This clause applies to:
- 35.1.1 a dispute under this Agreement which relates to a matter that can be determined by an appropriately qualified expert; and
 - 35.1.2 any dispute as to whether the dispute referred to in cl 35.1.1 can be determined by an appropriately qualified expert.
- 35.2 A dispute referred to in clause 35.1.2 is to be determined in accordance with clauses 35.3 to 35.10 prior to any attempt to determine the substantive issue under this clause.
- 35.3 A dispute to which this clause applies 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 Relevant Parties are to meet within 14 days of the notice, or resolution of dispute under clause 35.2, in an attempt to resolve the dispute.
- 35.5 If the dispute is not resolved within a further 28 days, the dispute must be determined by expert determination.
- 35.6 The expert determination shall be performed by an independent and appropriately qualified expert agreed by the Relevant Parties. If an expert is not agreed and appointed within five days from the date of referral of the dispute to expert determination, the expert shall be appointed by the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter).
- 35.7 The Relevant Parties agree that the expert determination will be conducted in accordance with and subject to The Institute of Arbitrators & Mediators Australia Expert Determination Rules. Any variation or amendment to those rules must be agreed in writing by the Relevant Parties.
- 35.8 Unless otherwise determined by the expert, each Relevant Party will pay its own costs incurred in connection with the expert determination together with the relevant proportion of the expert's fees and hearing allocation costs.
- 35.9 The expert determination is binding on the Relevant Parties except in the case of fraud or misfeasance by the expert.
- 35.10 In this clause 'Relevant Parties' is taken to also include the Council.

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 Relevant 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 Relevant 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

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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.

36.6 In this clause 'Relevant Parties' is taken to also include the Council.

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 Each 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 its land and to cause this Agreement to be registered on the title to that land or so much of that 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, each 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 its 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 The Parties also agree that the registration of the Agreement will be removed from the title to any Final Lot. The Council is to do such things as are reasonably necessary as requested by a Landowner to facilitate the lodging and grant of a request for the registration of this Agreement to be removed from the title to a Final Lot.

37.6 The Parties also agree that the registration of the Agreement will be removed from the title to any part of the Land in relation to which a Landowner proposes to sell Final Lots which are not yet created (**Superlot**), before the Landowner has met its obligations under this Agreement in relation to the Superlot, if:

37.6.1 the Landowner has notified the Council that it wishes to commence selling Final Lots to be created on the Superlot;

37.6.2 the Landowner has provided Council with a copy of the proposed plan of subdivision for the Superlot;

37.6.3 the Landowner is not in breach of this Agreement; and

37.6.4 the Landowner provides the Council with a Security in an amount equal to the Council's reasonable estimate of the cost of carrying out or completing any Development Contributions involving the carrying out of Work (plus a contingency of 15%) and any monetary Development Contributions in respect of the Superlot.

37.7 If the Security required by the Council under clause 37.6 is provided by the Landowner,

37.7.1 the Council is to do all things necessary as requested by the Landowner to enable the lodging and grant of a request for the registration of this Agreement to be removed from the title of the Final Lot;

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- 37.7.2 the Security is to be taken to form part of the Security required under clause 31.
- 37.8 The Council is to promptly agree to a request by a 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 that relate to the land the subject of the Landowner's request.
- 37.9 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 a Landowner does not dedicate land required to be dedicated under this Agreement, at the time at which it is required to be dedicated, 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 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 Council and the Landowner, 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 Each 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.
- 38.7 A 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 reasonable 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

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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 sell or 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 sold or 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 sale, 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.
- 39.4 A Landowner who has sold or transferred land in accordance with clause 39.1 or when clause 39.3 applies is thereafter no longer bound by this Agreement in respect of the land sold or transferred and is released from all future obligations imposed by this Agreement that arise after the sale or transfer in respect of the land.

40 Review of this Agreement

- 40.1 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.
- 40.2 For the purposes of clause 40.1, 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.
- 40.3 For the purposes of addressing any matter arising from a review of this Agreement referred to in clause 40.2, the Parties are to use all reasonable

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endeavours to agree on and implement appropriate amendments to this Agreement.

- 40.4 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.
- 40.5 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 40.1 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 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.

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43 Costs

- 43.1 The Parties comprising the Landowners, as a group, are to pay to the Council the Council's reasonable 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. The Parties agree that all costs that have been disclosed by the Council to them prior to the date of execution of this Agreement are deemed to be reasonable.
- 43.2 A Relevant Party is also to pay to the Council the Council's reasonable costs of enforcing a breach of this Agreement in relation to that Party 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 Governing Law and Jurisdiction

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

47 No Fetter

- 47.1 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.

48 Representations and Warranties

- 48.1 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.

49 Severability

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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

- 49.1 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.
- 49.2 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.

50 Modification

- 50.1 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.

51 Waiver

- 51.1 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.
- 51.2 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.
- 51.3 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.

52 GST

- 52.1 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).
- 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.
- 52.2 Subject to clause 52.4, 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.
- 52.3 Clause 52.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 52.4 No additional amount shall be payable by the Council under clause 52.2 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

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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.

- 52.5 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:
- 52.5.1 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;
- 52.5.2 that any amounts payable by the Parties in accordance with clause 52.2 (as limited by clause 52.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 52.6 No payment of any amount pursuant to this clause 52, 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.
- 52.7 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.
- 52.8 This clause continues to apply after expiration or termination of this Agreement.

53 Explanatory Note Relating to this Agreement

- 53.1 The Appendix contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.
- 53.2 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.

El Caballo Blanco, Gledswood and East Side Site Planning Agreement

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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
Carrying Out of Works					
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"> • Playground; and • Paths and Seating 	Immediately prior to the issue of the Subdivision Certificate for the 150 th 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"> • Playground; and • Paths and Seating; and • Kick about space OR off-leash dog area OR hard courts OR BMX track OR skate park 	Immediately prior to the issue of the Subdivision Certificate for the 250 th 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.	Immediately prior to the issue of the Subdivision Certificate for any Final Lot proposed	\$638,880	Owner of the ECB Land

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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

			within the 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.	Immediately 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.	Immediately prior to the issue of the Subdivision Certificate for the 200 th 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.	Immediately 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.	Immediately prior to the issue of the Subdivision Certificate for the 200 th Final Lot within the ECB Land.		Owner of the ECB Land
8. Cycleway/Pedestrian	Roads and traffic management	The Cycleway/Pedestrian Pathway as shown	Immediately prior to the issue of the		Owner of the Gledswood Land

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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

		indicatively on Sheet 3 of the Map within the Gledswood Land.	Subdivision Certificate for the 100 th Final Lot within the Gledswood 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.	Immediately prior to the issue of the Subdivision Certificate for the 200 th 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
Dedication of Land					
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 and East Side 2 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		Owner of the East Side 1 Land

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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

			in clause 11.		
Monetary Contribution					
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:	Immediately prior to the issue of the Subdivision Certificate for each Contributions Lot in per lot contributions of \$6,625.	\$6,625 per Contribution Lot as distributed below	Owner of the 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 –		\$335 per	

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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

Monetary Contribution					
		recoupment of cost		Contribution Lot	
		Camden Library – recoupment of cost		\$64 per Contribution Lot	
		Bus Shelters		\$161 per Contribution Lot	
		Volunteer emergency services		\$33 per Contribution Lot	
		Contributions plan and planning agreement administration		\$365 per Contribution Lot	

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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

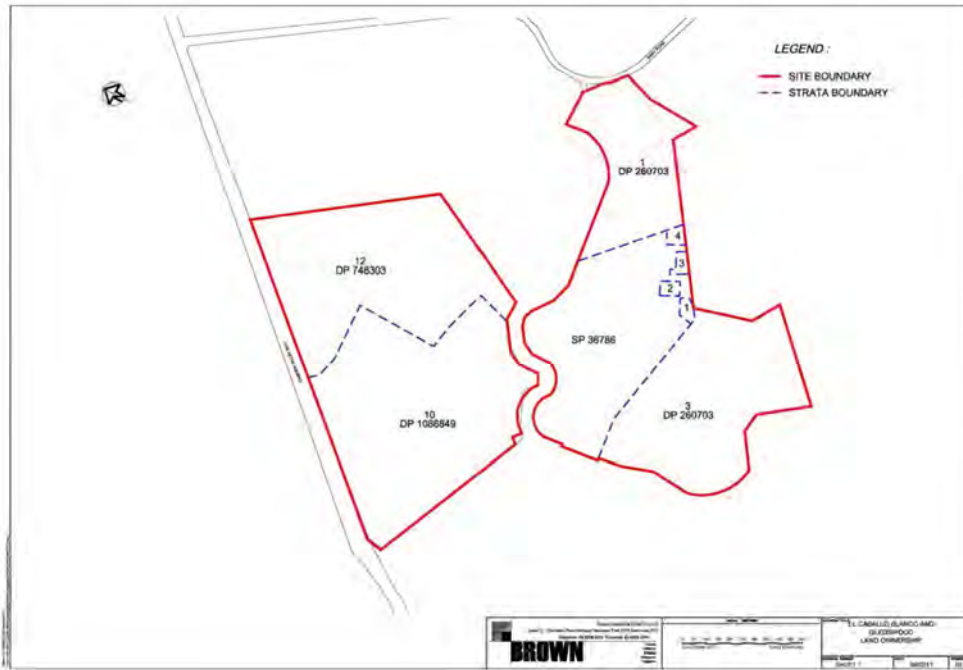
Schedule 2

(Clause 1.1)

Map

Sheet 1

Land Ownership



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Sheet 2

Golf Holes, Parks And Conservation Corridors



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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

Sheet 3

Transport Plan



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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

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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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

Sheet 6

Land Dedication



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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

Sheet 7

Vegetation Management Strategy (Extract)



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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

Sheet 8

Zoning Map



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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

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)

Attachment 4

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

- (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]

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

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.

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.

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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

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

El Caballo Blanco, Gledswood and East Side Site Planning Agreement

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Execution

Executed as an Agreement

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 SH Camden Valley Pty Limited (As Trustee for the SH Camden Valley Unit Trust) 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

Executed on behalf of Caldla Pty Limited in accordance with s127(1) of the *Corporations Act (Cth) 2001*

Name/Position

Name/Position

Executed by Vincenzo Pisciueneri

Name

Witness

Executed by Elizabeth Pisciueneri

Name

Witness

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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

Executed by Rok Friscic

Name

Witness

Executed by Teresa Friscic

Name

Witness

Executed by Jozo Bernatovic

Name

Witness

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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

Executed by Eva Bernatovic

Name

Witness

Executed by Frank Galluzzo

Name

Witness

Executed by Maria Galluzzo

Name

Witness

El Caballo Blanco, Gledswood and East Side Site Planning Agreement

Executed by Samuel Galluzzo

Name

Witness

Executed by The Owners - Strata Plan 36786 by affixing the seal in accordance with s238 of the *Strata Schemes Management Act 1996*

Name

Owner/Authorised Executive Committee Member/Strata Managing Agent

Name

Owner/Authorised Executive Committee Member/Strata Managing Agent

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

(Clause 53)

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 As trustee for the **SH Camden Valley Unit Trust** ABN 46 767 052 801 of 68 Waterloo Road Macquarie Park NSW 2113 (**SH Camden Valley**)

and

Caldia Pty Limited ABN 83 003108 781 of 42 Denham Court Road Denham Court NSW 2565 (**Caldia**)

and

Vincenzo Pisciueneri of 182 Raby Road Gledswood Hills NSW 2557

and

Elizabeth Pisciueneri of 182 Raby Road Gledswood Hills NSW 2557 (**together, the Pisciueneri Parties**)

and

Rok Friscic of 190 Raby Road Gledswood Hills NSW 2557

and

Teresa Friscic of 190 Raby Road Gledswood Hills NSW 2557, (**together, the Friscic Parties**)

and

Jozo Bernatovic of 188 Raby Road Gledswood Hills NSW 2557.

and

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El Caballo Blanco, Gledswood and East Side Site Planning Agreement

Eva Bernatovic of 188 Raby Road Gledswood Hills NSW 2557 (**together, the Bernatovic Parties**)

and

Frank Galluzzo of 184 Raby Road Gledswood Hills NSW 2557

and

Maria Galluzzo of 184 Raby Road Gledswood Hills NSW 2557

and

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

and

The Owners – Strata Plan 36786 of 1st 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) golf holes 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 planning proposal the subject of public consultation from 7 March to 3 April 2012 as shown on Sheet 8 of the Map.

El Caballo Blanco, Gledswood and East Side Site Planning Agreement

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 Landowners 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 Landowners. 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 Landowners 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,
 - Caldla 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 in relation to the Landowner's land 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) on the Landowner's land.
- 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:
 - for which the Landowner is identified as being the Responsible Party in Column 6 of Schedule 1, and

El Caballo Blanco, Gledswood and East Side Site Planning Agreement

- in respect of the part or parts of the 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 plan;
 - establishment and maintenance of a water management plan;
 - development for the purposes of the Golf Holes in accordance with a strategy approved by the Council such land to be managed as a 'stand alone' minimum 18 hole golf course, or as two (2) x minimum nine (9) holes to be used in combination with one or more other golf courses;
 - making provision for the use of some or all of the land on which the golf holes have been completed for a purpose consistent with vegetation and water management objectives and the use of any remainder for golf holes;
- 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 relevant Landowners to provide the Council with a security for the completion of the Rileys Creek Crossing, the Sydney Catchment Authority Canal Crossing in an amount equal to the Contribution Value of those Works plus 15% (unless otherwise agreed);
- requires the relevant Landowners to provide the Council with a security for Local parks – west in an amount equal to 45% of the Contribution Value of those Works plus 15% (unless otherwise agreed);
- requires the relevant Landowners to provide the Council with a security for Local parks – east, in an amount equal to 50% Contribution Value of those Works plus 15% (unless otherwise agreed);
- requires the relevant Landowners 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 31;
- requires the relevant Landowners 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;
- 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:

El Caballo Blanco, Gledswood and East Side Site Planning Agreement

- Final Lots; or
- Superlots, but if the Landowner's obligations under the Agreement are not complete at that time in relation to the Superlot, subject to the provision of an appropriate security and other safeguards;
- if the Agreement is not registered on the land - imposes restrictions on the Developer selling or transferring the Land or part of the Land other than Final Lots or assigning its interest under or novating the Agreement, without Council's consent and unless it is not in breach of the 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 roads and other land for public purposes.

The draft Agreement provides a reasonable means of achieving the above planning purposes because it appropriately balances the interests of the parties while promoting the public interest.

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

El Caballo Blanco, Gledswood and East Side Site Planning Agreement

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
- 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

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Attachment 4

El Caballo Blanco, Gledswood and East Side Site Planning 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 and has effect under clause 8.

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

Clause 14 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 16 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.

Clause 19 of the draft Agreement requires Landowners responsible for various Works to use their best endeavours to obtain Approval for the carrying out of those Works before the issuing of a Subdivision Certificate in relation to certain specified lot thresholds.

Clause 31 of the draft Agreement requires Landowners responsible for various Works to provide security before the issuing of certain Construction or Subdivision Certificates in relation to certain specified lot thresholds.

Coal Seam Gas Mining in the Camden Local Government Area

There has been a lot of talk in the media recently of Coal Seam Gas (CSG) Mining in the Camden Local Government Area and it's proximity to future residential areas.

To ensure our residents are informed and kept up to date with the latest information, Camden Council has provided a media release and a list of Frequently Asked Questions (FAQ's) below

Media Release

13 March 2012

Coal Seam Gas Mining in the Camden Local Government Area

This statement is issued to clarify matters relating to two separate issues – the proposed rezoning of lands by Camden Council; and the consideration of coal seam gas projects by the NSW Government.

A Planning Proposal for the rezoning of the El Caballo Blanco/Gledswood/ Eastside lands for residential development has been received by Camden Council. Those lands have been under consideration for rezoning for some years and several of the related documents are currently on public exhibition.

Within a similar timeframe, the State Government has released a list of proposed sites for the Coal Seam Gas Northern Expansion Project, none of which have yet been approved. Some of the sites are in the general vicinity of the proposed rezoned lands. Local Government, in this case Camden Council, is not the consent authority and is unable to approve or reject locations of Coal Seam Gas Mines. Councils can however comment on the proposed sites and provide suggestions in accordance with legislation. It is important to note that there is no requirement for Council to implement controls into any Development Control Plan regarding Coal Seam Gas Mining as this is regulated by the higher order legislation.

All Coal Seam Gas projects must undergo a rigid Environmental Assessment under Part 5 of the Environmental Planning and Assessment Act 1979. That assessment process is managed by the NSW Department of Planning and Infrastructure. In 2004 the State Government published the Locational Guidelines for Development in the Vicinity of Operating Coal Seam Methane Wells. This publication controls the location and buffer distances between the well heads and nearby sensitive land uses, such as current and future residential developments.

It is understood that Camden Council will shortly be giving consideration to a policy position on Coal Seam Gas projects generally.

END

Words: 293

Frequently Asked Questions

1. What is Coal Seam Gas (CSG)?

The following information comes from the Federal Government's Department of Sustainability, Environment, Water, Population and Communities. For further information visit www.environment.gov.au/epbc/coal-seam-gas/faq.html

Coal Seam Gas (CSG) is largely methane but may also contain small amounts of carbon dioxide and nitrogen.

Under the ground, CSG is trapped by water pressure in layers of coal or coal seams. It is released by lowering the water pressure in the coal seam by removing water. Water taken out of the coal seam is sometimes called 'coal seam gas water' or 'produced water'.

2. What are the environmental issues?

The environmental issues largely relate to water. These include the following:

- Drawdown of ground water from the coal seams, which are often 400m - 800m below the surface. Related to this is the potential for impacts to aquifers and groundwater-dependent ecosystems.
- The use of Coal Seam Gas water on the surface including the management of salts which may be produced as a by-product of treating the coal seam gas water.

More information about Coal Seam Gas is available on the [AGL website](#)

3. What approval is required for Coal Seam Gas Wells?

The main legislation applying to Coal Seam Gas Wells is the *NSW Petroleum (Onshore) Act 1991*. Approvals for gas wells are managed by the NSW Department of Planning and Infrastructure (who are the Consent Authority - not Local Government) and are assessed under Part 5 of the *Environmental Planning and Assessment Act 1979*. During the Part 5 Application process, Council is notified of the proposed development and is provided the opportunity to comment. In accordance with the legislation, the submissions are assessed by the consent authority (The NSW Department of Planning and Infrastructure) and a determination is made following the rigid environmental assessment process.

4. Where can Coal Seam Gas Wells be located?

The location of Coal Seam Gas Wells is guided by the Department of Planning and Natural Resources (now Department of Planning and Infrastructure) "*Locational Guidelines for Development in the Vicinity of Operating Coal Seam Methane Wells*" document published in May 2004. Council does not control nor have a say in the location of the Gas Wells.

A copy of these Locational Guidelines can be found at www.planning.nsw.gov.au/PlansforAction/Majorhazards/Locationalguidelines/tabid/169/language/en-US/Default.aspx

5. What is happening at El Caballo Blanco/Gledswood?

Council is considering a proposal to rezone land known as El Caballo Blanco / Gledswood and East Side Lands to allow residential development of approximately 860 houses.

The rezoning request has been considered by Council for some time and was first publicly exhibited in 2008. A Local Environmental Study was prepared in support to the rezoning application. At that time, Council was aware of the potential of Coal Seam Gas Mining in the area but there were no current plans to construct gas wells.

To date, there have been no approvals issued for Coal Seam Gas Wells in the El Caballo Blanco / Gledswood area. However, AGL has submitted an application to the Department of Planning and Infrastructure for approval. This is called the Camden Gas Project - Stage 3. The project includes:

- Expansion of the Camden Gas Project to the north-east of the existing gas fields;
- Construction and operation of up to 12 surface well locations, each having up to 6 well heads;
- Development and use of associated infrastructure including gas gathering lines and access roads;
- Production of methane gas using existing and proposed infrastructure; and

- Rehabilitation of the land used by the project.

More information about the Camden Gas Project is available on the [AGL website](#)

The project is being assessed by the Department of Planning and Infrastructure and further information is available at www.majorprojects.planning.nsw.gov.au/page (enter Camden in the Local Government Area search box)

In assessing the application for the project, the Department will need to consider the impact of the proposed Gas Wells on the land. The Department is aware of the proposal to rezone the land for residential purposes. If you require further information about the assessment of the Camden Gas Project, please contact the Department of Planning and Infrastructure on 02 9228 6111.

Camden Council is currently publicly exhibiting the following documents:

- A Planning Proposal to rezone the land for residential purposes;
- A Draft Development Control Plan to set development controls for the site;
- A Draft Voluntary Planning Agreement that sets out how the land owners will provide the required local infrastructure.

It is important to note that Council's Development Control Plan does not contain controls relating to Coal Seam Gas Wells as this is regulated by State and Commonwealth legislation. As previously stated the State Government has published location guidelines and is the Consent Authority for assessment and determination of this project.

6. What is Camden Council's response to Coal Seam Gas Mining?

In September 2011, Camden Council made a submission to the NSW Senate Inquiry into Coal Seam Gas Mining. Council's submission included the following comments:

- Council is concerned about the serious gaps in knowledge of the true short, medium and long term effects of Coal Seam Gas Wells, in particular, the use of hydraulic fracturing. We recommend that an independent arbitrator be engaged to undertake a thorough review of the existing science from Australia and overseas so that a true and accurate picture of the potential impacts of Coal Seam Gas Wells and the practice of hydraulic fracturing can be gained.
- Council advocates for improvement in the consultation process between Council, State Government Agencies and the Coal Seam Gas Industry, especially in regard to the development of Coal Seam Gas Wells in or near areas already undergoing rezoning and subdivision or that are likely to undergo rezoning and subdivision in the near future.
- The Department of Planning and Natural Resources (now Department of Planning and Infrastructure) Locational Guidelines (May 2004) are out of date and need to be reviewed/updated.



ORD05

ORDINARY COUNCIL

ORD05

SUBJECT: COUNCIL SUBMISSION TO STATE GOVERNMENT ON PROPOSED CHANGES TO LOCAL ENVIRONMENTAL PLAN PROCESSES

FROM: Director Governance

BINDER: Administration Strategic Planning

PURPOSE OF REPORT

To advise Council of proposed changes to Local Environmental Plan making processes and seek endorsement of a submission to the Department of Planning and Infrastructure (DPI).

BACKGROUND

In March 2012, the DPI released a policy for comment regarding proposed changes to the Local Environmental Plan making processes. This policy is divided into two key areas.

Firstly, the policy discusses a proposal to delegate authority to Councils for certain plan making functions in certain circumstances.

Secondly, the policy outlines a proposal to introduce 'independent reviews' of plan making decisions. In the case where a Council refuses a request for a Planning Proposal, or fails to make a decision within 60 days, the proponent will have an opportunity to request an independent review by the Joint Regional Planning Panel (JRPP) or Planning Assessment Commission (PAC). These are known as pre-Gateway Determination reviews. There is also a process for a post-Gateway Determination review, whereby Council or the proponent can seek a review of the Gateway Determination and its conditions.

The DPI has invited feedback on the proposed policy with submissions being due by 4 May 2012. An extension has been granted to enable Council to consider its submission. A copy of a draft submission is **provided as Attachment 1 to this report**.

MAIN REPORT

In March 2012, the DPI released a Fact Sheet and draft guidelines for changes to the plan making process, which are intended to further streamline the process, and make decision makers more accountable. The Fact Sheet and draft guidelines are **provided as Supporting Documents 1 & 2 respectively to this report**.

Delegation of Plan Making Functions

The DPI policy to provide Council with greater delegations to exercise some plan making functions for certain types of Planning Proposals is considered beneficial. While Council will still be required to submit all Planning Proposals to the DPI for a Gateway Determination, they may then be issued with a delegation. This delegation would allow Council to deal directly with Parliamentary Counsel to receive an opinion that the plan can be legally made. Council will be required to report on the status and progress of plans being made under delegation to the Department.

The types of Planning Proposals where delegations will automatically be issued include:

- Mapping alterations/corrections that do not alter strategy endorsed development standards;
- Section 73A matters e.g. amending references to documents/agencies, minor errors and anomalies;
- Reclassifications of land consistent with a strategy or supported by an adopted Open Space study;
- Heritage LEPs supported by an Office of Environmental and Heritage endorsed study; and
- Spot rezonings that are consistent with an endorsed strategy or surrounding zones or in accordance with broader Government policy.

These changes would help to streamline the plan making process and would enable Council to have greater control over the process.

If these changes are implemented by the DPI, then Council will need to ensure that relevant Council staff delegations are updated accordingly.

Independent Review of Planning Decisions – Pre Gateway Determination

The DPI propose to introduce a right to request an independent review of a decision to either refuse a Planning Proposal or fail to make a decision within 60 days of the request being received.

An independent review will only be granted where a proponent can demonstrate that the following criteria are met:

- The proposal will achieve appropriate orderly planning outcomes, such that the proposal:
 - will utilise existing capacity in infrastructure networks subject to the agreement of service providers, or can be provided for with essential infrastructure 'out of sequence' subject to cost recovery and the agreement of essential service providers; and
 - will be adequately integrated with existing public transport networks in a timely manner to ensure there is not an undue reliance on private vehicle trips; and
 - is likely to be supported by agreement from key environmental agencies, that appropriate environmental management outcomes can be achieved; and
 - will not detrimentally impact on the viability of identified centres in endorsed regional and/or sub-regional strategies; and
- The proposal is consistent with or supports the outcomes and actions of:
 - an endorsed local strategy; or
 - the relevant regional or sub-regional strategy; or
 - other relevant regional or State strategic plans or policies.

The primary concerns for Council in relation to this new process are that it will potentially remove Council's autonomy to make planning decisions having regard to the community interest. Decisions would be made by a group that are not elected representatives of the area. The outcome of a decision to grant a rezoning request is that it may divert Council's resources away from planning for the strategically well-

established growth centre precincts. These decisions also have the potential to impact Council's ability to effectively implement its development contributions system.

Independent Review of Planning Decisions – Post Gateway Determination

The DPI has also proposed a mechanism to allow an independent review of a Gateway Determination to be requested by either Council or the proponent. This review could include a decision to refuse to grant approval to proceed or to impose conditions on the planning process. There is some limited merit in this type of review as it would also allow Council an opportunity to seek a review. However, there are some procedural aspects that may warrant further clarification and guidance.

CONCLUSION

The efforts of the DPI to identify ways in which to streamline the plan making process are to be commended as Council has experienced some lengthy delays in having plans made. Council fully supports the proposal to delegate authority to Council for certain plan making functions. However, the proposed introduction of a right to an independent review of a plan making decision is of concern as it potentially removes Council's autonomy to make local planning decisions.

RECOMMENDED

That Council:

- i. endorse the submission to the Department of Planning and Infrastructure provided as Attachment 1 to this report and include the following comments:**
 - a) supporting certain plan making functions being delegated to Council following the issue of a Gateway Determination;**
 - b) objecting to the proposal for independent reviews of decisions regarding planning proposals and;**
 - c) objecting to applicants being able to seek an independent review where Council has not made a decision within 60 days of receipt of the request.**
- ii. forward the submission to the Department of Planning and Infrastructure for its consideration.**

ATTACHMENTS

1. Council Submission
2. Fact Sheet - Plan Making Changes - *Supporting Document*
3. Draft Guidelines - Plan Making Changes - *Supporting Document*

Binder: Strategic Planning Administration

9 May 2012

Mr Sam Haddad
Director-General
Department of Planning and Infrastructure
GPO BOX 39
SYDNEY NSW 2001

RE: More Local, More Accountable Plan Making Policy

Dear Mr Haddad,

Thank you for the opportunity to comment on the Department's proposed changes to the LEP making process.

Council welcomes the proposed changes that will see certain plan-making functions be routinely delegated to Council following the issue of a Gateway Determination. The list of proposed types of plans where this will occur is considered reasonable and it is hoped that the Department may expand this list in time.

Council does however object to the proposal for independent reviews of decisions regarding planning proposals. Currently, decisions regarding rezoning requests is one of the few areas where Council retains its autonomy to make planning decisions that are in the interests of the community. It is troubling that a Joint Regional Planning Panel or Planning Assessment Commission may be able to make a decision to rezone land or make other changes to Council's planning instrument. These groups are not elected by the public and therefore, do not represent the community interest.

Council also objects to applicants being able to seek an independent review where the Council has not made a decision within 60 days of receipt of the request. Camden Council has received a number of planning proposal where there are complex planning issues that require investigation. While Council understands that detailed site investigations are intended to occur after a Gateway Determination is issued, there are some circumstances where Council may not be willing to support forwarding an application for Gateway Determination until it has some understanding of whether the proposal is feasible and in the public interest.

Council is deeply concerned that it may be left to implement planning instrument changes that it does not support and are not in the community interest. In particular, Camden is facing tremendous growth pressures and we are striving to meet these challenges with limited resources. The potential for a rezoning to permitted by an external group could impact our ability to service our existing and strategically well-established growth precincts, diverting our resources and undermining our coordination efforts. Additionally, a decision to grant a rezoning request could have implications for Council's Section 94 contributions planning and may result in Council being unable to provide for essential

ORD05**Attachment 1**

ORD05

community infrastructure. Given the timeframes required for Council to resource a review of contributions plan, development could proceed in advance of an updated plan resulting in a financial shortfall to Council.

Council does see some limited merit in allowing a review of a Gateway Determination. However, the review process should include opportunity for Council to provide comments on whether the Gateway Determination should be amended. There is also a need for some guidance on what steps should be taken where a consultation process has already commenced that the independent review later decides is not required.

Council commends the Department for investigating ways in which plan making decisions can be more streamlined. However, Council strongly objects to independent reviews of plan making decisions prior to Gateway Determination, which are a further step in diminishing Council's powers to make local planning decisions that are in the interests of its community.

If you have any questions regarding this letter, please contact Council's Strategic Planning Manager, Mr Chris Lalor or myself.

Yours sincerely,

Greg Wright
General Manager

Attachment 1



ORDINARY COUNCIL

ORD06

ORD06

SUBJECT: LOCAL GOVERNMENT ELECTION 2012
FROM: General Manager
BINDER: Elections

PURPOSE OF REPORT

To update Council on preparations and planning for the 2012 Local Government Election.

MAIN REPORT

As Council would be aware, the Local Government Election for 2012 will be held on 8 September 2012. Council resolved in late 2011 that the NSW Electoral Commission (NSWEC) undertake the 2012 Local Government Elections on behalf of Camden Council.

In the lead up to the election, the NSWEC has released a Draft Election Calendar, highlighting important election statutory dates, including close of rolls, close of nomination and pre poll voting dates. A copy of the calendar is **provided at the end of this report**.

The NSWEC has also allocated several Council Liaison Officers to work with councils on settling election services. Council staff have been working closely with the Liaison Officers to arrange a variety of these services, as detailed below.

Polling Places

A list of proposed polling place venues has been prepared by NSWEC in consultation with Council staff. Venues selected represent a good range of locations throughout the Local Government area and in the main are similar to previous years' arrangements. A list of polling places will be advertised closer to the election date.

The pre poll voting service for the Camden Council Election will be located in Camden at the Returning Officers' accommodation (Camden Civic Centre) for the two week period prior to election day.

Returning Officer

The NSWEC has determined that, for the 2012 elections, regions would be established to share Returning Officers. As such, it has been determined that Camden and Wollondilly Councils will share a Returning Officer.

As in the 2008 election, the Returning Officer will be located in the Undercroft facilities of the Camden Civic Centre.

The Returning Officer has not yet been appointed.

Non Residential Rolls

In accordance with section 299 of the Local Government Act, the General Manager is responsible for receiving applications and preparing the non residential rolls of Council. To assist councils, NSWEC will be providing a generic template version of a 2012 non residential application form, as well as further processing details, within the next month.

Upon receipt, the template and information regarding non residential enrolment will be made available on Council's website.

Candidate Information Sessions

In the lead up to the elections, the NSWEC and the Election Funding Authority (EFA) will be holding a series of Candidate Information Seminars during the months of May and July. The seminars will cover a range of topics including:

- Election timetable;
- Candidate and group nominations;
- Election advertising;
- How to vote material;
- Voting informality;
- Scrutineering;
- Vote counting; and
- Management and disclosure of political donations and electoral expenditure.

A local regional Candidate Information Seminar for potential candidates is scheduled for Saturday 26 May (9am – 12 noon); to be held at the Campbelltown Civic Hall, corner Queen & Broughton Streets, Campbelltown. Several Seminars are also scheduled in the Sydney CBD for interested parties.

Further information regarding the Candidate Information Sessions can be obtained on NSWEC website, <http://vote.nsw.gov.au>.

In addition to the NSWEC's generic seminar, it is proposed that Council also schedule a seminar for potential candidates considering nominating for the election in Camden. In addition to general information it would be intended to provide details of some Camden specific matters such as meeting workloads, communications protocols, facilities and resources supplied and other appropriate information. The date has yet to be set but would be targeted at a time before the close of nominations.

Costing

Council is yet to receive full and final election costs. The NSWEC have indicated that a refined estimate will be provided to Council at the end of May.

Councillor Development Strategy

Following the elections, the Division of Local Government will conduct a series of Councillor Induction Workshops. Various resources are also being developed by the Division to assist councillors in their role, including a "Councillor Guide" and webpage of information and resources for councillors on the Division's website. Further options for professional development for councillors will also be explored for implementation during the electoral term.



CONCLUSION

The Local Government Election for 2012 will be held Saturday 8 September 2012. Preparations by NSWEC and Council staff are well under way to accommodate all aspects of the election.

RECOMMENDED

That the information be noted.

ATTACHMENTS

1. Draft Election Calendar

ORD06

ORD06

Attachment 1



Draft Election Calendar

2012 LOCAL GOVERNMENT GENERAL ELECTIONS - STATUTORY DATES

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
22 July	23 July	24 July	25 July	26 July	27 July	28 July
29 July	30 July 6 PM - CLOSE OF ROLLS (* for nominations & roll printing) NOMINATIONS OPEN	31 July	1 August	2 August	3 August	4 August
5 August	6 August	7 August	8 August 12 NOON - CLOSE OF NOMINATIONS REGISTRATION OF HTV COMMENCES	9 August	10 August	11 August
12 August	13 August	14 August	15 August	16 August	17 August	18 August
19 August	20 August	21 August	22 August	23 August	24 August	25 August
26 August	27 August PRE-POLL VOTING OPENS	28 August	29 August	30 August	31 August 5 PM - REGISTRATION OF HTV CLOSSES	1 September
2 September	3 September 5 PM - POSTAL VOTE APPLICATIONS CLOSSES DI VOTING COMMENCES	4 September	5 September	6 September	7 September 6 PM - PRE-POLL VOTING CLOSSES DI VOTING CLOSSES *	8 September Election Day Polling places open 8 AM to 6 PM
9 September	10 September 6 PM - RETURN OF POSTAL VOTES CLOSSES	11 September	12 September	13 September	14 September	15 September

* Subject to legislative change



ORDINARY COUNCIL

ORD07

ORD07

SUBJECT: DRAFT AMENDED 2011/12 DELIVERY PROGRAM & OPERATIONAL PLAN (INCLUDING THE 2012/13 BUDGET)

FROM: Director Governance

BINDER: Integrated Planning & Reporting 2012/13

PURPOSE OF REPORT

The purpose of this report is to inform Council that the Draft Amended 2011/12 to 2014/15 Delivery Program and Operational Plan (including the 2012/13 Budget) is now in a position to be formally considered by Council and, if endorsed, placed on public exhibition.

BACKGROUND

Council's Integrated Planning and Reporting Package was adopted on 14 June 2011. The Package included the following key documents:

1. Community Strategic Plan – Camden 2040 (adopted separately on 14 December 2010);
2. Resource Strategy (comprising a Long Term Financial Plan, Asset Management Plans and a Workforce Plan); and
3. Delivery Program spanning 4 years and incorporating the Annual Operational Plan (including the 2011/12 Budget).

The Local Government Amendment (Planning and Reporting) Act, 2009 stipulates that any major variations to the adopted Package must be publicly exhibited for a period of 28 days (minimum).

There have been some modifications to the Adopted 2011/12 – 2014/15 Delivery Program and Annual Operational Plan to make the documents more user-friendly and more representative of the recurrent activities Council undertakes in each of its Local Services. There has also been some refinement to the performance indicators to ensure they can be consistently measured over time.

In addition, as part of the annual budget process, there have been a number of recommended inclusions to the 2012/13 Budget over and above what was included in the Adopted 2011/12 – 2014/15 Delivery Program.

For these reasons, it is appropriate that Council publicly exhibit the relevant documents for a period of 28 days.

A copy of the Draft Amended 2011/12 – 2014/15 Delivery Program and Operational Plan (including the 2012/13 Budget) has been distributed to Councillors under separate cover.

MAIN REPORT

The Integrated Planning and Reporting Package has now been in place for nearly 12 months. As part of the new legislative requirements, the entire Package will be subject to a comprehensive review to coincide with the new electoral term. The newly elected Council will be responsible for a new 4 year Delivery Program based on an updated Community Strategic Plan (Camden 2040). This will take effect 1 July 2013.

The 2012/13 financial year presents an opportunity for Council to formally review its Adopted 2011/12 – 2014/15 Delivery Program and make amendments where necessary.

As reported to Council on 14 February 2012 (report titled 'Integrated Planning and Reporting Compliance - Feedback from the Division of Local Government') and 27 March 2012 (report titled 'Delivery Program Six Month Report'), there are several areas that require improvement. Essentially these areas include (as they relate to the Delivery Program and Operational Plan):

1. revised performance indicators, for some Local Services, to make clear how measurement will occur over time; and
2. a better representation of recurrent (business as usual) activities within each of the Local Services.

The Draft Amended 2011/12 – 2014/15 Delivery Program addresses both of these areas. In addition, the format of the Delivery Program has been reconfigured to better present the information that relates to each of the Local Services.

Another related project that is currently underway is the Service Level Review. Council's Local Services are currently going through a strategic review process to better define what they are designed to deliver, understand what drives each of them, anticipate the changes that are likely to impact on them, and outline opportunities that may achieve efficiency gains for each of them.

The outcomes of the Service Level Review will be presented to Council for discussion later this year. Following a resolution of Council, the information gathered from the Service Level Review will be used to engage the community about appropriate service standards which will then feed into the preparation of the 2013/14 Delivery Program as part of the holistic Integrated Planning and Reporting Package review.

Financial Implications

A review of the 2012/13 operational plan has identified a budget surplus of \$418,600. The total expenditure budget for 2012/13 is \$115 million. The budget surplus is proposed to be fully allocated (see below), resulting in a balanced budget position for 2012/13.

The 2012/13 budget also proposes a rate increase of 3.60% being the allowable limit by IPART and an increase in domestic waste management charges of 4.00%. It is also proposed that Council continue with its loan program of \$1.6 million per year to part fund Council's road reconstruction program.

As previously reported to Council, there is no intention to seek a Special Rate Increase in 2012/13 above the allowable IPART limit of 3.60%.

A continuation of the current Special Rate Increase will be required in 2013/14 if Council is to continue to fund its Community Infrastructure Renewal Program and potentially part fund the construction of the new central administration building. A continuation of the Special Rate Increase must be approved by IPART and requires extensive community consultation before an application can be considered.

The operational plan provides the financial resources for Council to complete its 4 year Delivery Program as adopted in 2011/12. In reviewing the 2012/13 operational plan Council has prudently considered both the needs of the community and the long term financial sustainability of the organisation.

2012/13 Operational Budget – Budget surplus allocation

It is proposed to allocate \$383,600 of the surplus to additional staffing positions (detailed below) and the balance of \$35,000 towards Council’s Community Small Grants Program resulting in a balanced budget position for 2012/13.

A total of six additional positions have been earmarked for inclusion in the 2012/13 budget. These positions are considered high priority positions and are consistent with Council’s adopted Workforce Plan. The positions will assist in areas where services are under pressure to keep up with demands and represent a combination of operational and technical staff.

The proposed \$35,000 increase in the Small Grants Program will take the existing budget of \$45,000 to \$80,000.

2012/13 Capital Works Budget

In addition to the 2012/13 capital works identified in the adopted 2011/12 - 2014/15 Delivery Program, the following capital projects have been earmarked for inclusion in the 2012/13 Budget following a recent Councillor workshop.

Little Sandy Bridge – Rectification Works	\$250,000
Rehabilitation of faulty pavement on netball courts at Kirkham Park	\$300,000
BEP – Repair of existing bridges	\$20,000
Narellan Administration Building – OH & S requirements	\$15,000
Narellan Hockey Ground – Driveway upgrade	\$35,000
Fergusons Land, Camden – Initial Designs and Relevant studies	\$70,000
Cut Hill Reserve - Toilets	\$300,000
Lake Annan – Retrofitting of Gross Pollutant Trap (funded by Stormwater Management Levy)	\$50,000
Wandarrah Reserve - Carparking	\$100,000

Camden Town Centre – Traffic studies and minor concept works (funded from the Camden Town Centre Reserve)	\$90,000
Mount Annan Cottage – essential repairs	\$20,000
Design Works – Capital Projects	\$250,000
BEP – Electricity supply for Camping	\$14,000
Total Cost of Projects	\$1,514,000
Less: Reserve Funding Available	\$140,000
Net Cost of Projects	\$1,374,000

The cost of the non-recurrent projects (\$1,374,000) could be funded from the Working Funds Reserve which has a current balance of \$2,180,000.

It is also proposed to transfer \$291,000 from the Working Funds Reserve to assist in the funding of Council's major recurrent capital works programs such as the roads reconstruction program.

The remaining balance in the Working Funds Reserve (\$515,000) is proposed to be transferred to the Central Administration Building Reserve which will increase the reserve balance to \$3,911,000.

For a comprehensive dissection of Council's income and expenditure, please refer to the *Local Service Funding Summaries* located in the Draft Amended 2011/12 – 2014/15 Delivery Program (**distributed to Councillors under separate cover**).

Workforce Implications

In order to satisfy all community priorities it has been estimated that an additional 153 positions would need to be created over the next 10 years. This represents a 50% increase in our current staff establishment and would go some way towards Camden having a staff establishment/population ratio on par with the NSW State average.

The proposed inclusion of new positions in the 2012/13 Budget (as outlined in the previous section) will assist in Council's ability to continue to service the needs of the community. The Workforce Plan has been reviewed in light of these proposed new positions. It is considered that these proposed new positions will accelerate the achievement of a number of the proposed strategies and actions contained within the Workforce Plan.

Asset Management Implications

As Camden continues to grow, so too does our responsibility to manage and maintain assets that come with this growth. It is already acknowledged that Council has some work to do with its existing assets. To some extent, this was addressed by Council's successful bid for a 4.50% rate increase for a Community Infrastructure Renewal Program (CIRP) in 2010/11 for a period of 3 years.

An infrastructure backlog of \$24.5m was identified as part of Council's bid for a 4.50% rate increase in perpetuity (forever). Having been granted a 4.5% rate increase for only 3 years, Council estimates the asset backlog will still be at least \$20m in 2013/14.

The CIRP funding expires at the end of the 2012/13 financial year. The option of pursuing a continuation of the 4.50% rate increase in 2013/14 in order to make further inroads into the infrastructure asset backlog issue will be brought back to Council during the preparation of the 2013/14 Budget and will be considered in the context of the Special Rate Variation necessary to part fund the construction of a new central administration building.

New Central Administration Building

During the 2012/13 financial year, a decision on the procurement methodology will have been made and preliminary design works commenced. The total project cost of the new central administration building (stage 1 only) is approximately \$29m (subject to design and a competitive tender process). After allowing for potential land sales and the use of funds available in Council's Central Administration Building Reserve, it is estimated the net cost of the project (stage 1) will be approximately \$21m.

The net cost (Stage 1) of \$21m is likely to be funded from external loan borrowings. The debt servicing associated with these borrowings will be offset by a combination of a Special Rate Variation and additional revenues generated by growth. The 10 year Long Term Financial Plan has been updated to reflect the estimated cost of this project and the likely sources of funding. The exact source and mix of funds will be presented to Council at a later date, once all other financing options have been exhausted.

Public Exhibition

Public exhibition will commence Friday 11 May and conclude Friday 8 June 2012 (inclusive). The Amended 2011/12 – 2014/15 Delivery Program and Operational Plan (including 2012/13 Budget) will be advertised in a local newspaper. These documents will also be available at Council's Customer Service Centres (Narellan and Camden), the Camden and Narellan Libraries and will be published on Council's website throughout the course of the exhibition period.

CONCLUSION

The Draft Amended 2011/12 – 2014/15 Delivery Program and Operational Plan has undergone some minor changes to reflect feedback from the DLG and natural refinements that come with time, experience and application. The resultant product is considered an improvement on the adopted 2011/12 Delivery Program and Operational Plan.

It is recommended that the draft budget surplus be fully allocated as detailed in the report resulting in a balanced budget position for 2012/13.

The proposed inclusion of \$1,514,000 (gross cost) of priority capital works is considered a prudent decision given they are non-recurrent works funded from a non-recurrent source of income (the Working Funds Reserve). Most importantly, many of the works are essential either from a risk management perspective or a strategic asset management perspective.

RECOMMENDED

That Council adopt, for public exhibition purposes,:

- i. the Draft Amended 2011/12 - 2014/15 Delivery Program;
- ii. the Draft 2012/13 Operational Plan and Budget;
- iii. the 2012/13 Draft Revenue and Pricing Policy, including Draft Fees and Charges and proposed continuation of the Stormwater Management Levy for 2012/13;
- iv. the proposed transfer of \$291,000 from the Working Funds Reserve to assist in funding Council's major recurrent capital works programs including the roads reconstruction program;
- v. the proposed allocation of the 2012/13 budget surplus to additional staffing positions (\$383,600) and community Small Grants Program (\$35,000);
- vi. the proposed inclusion of capital projects (\$1,514,000) in the 2012/13 Operational Plan and Budget as identified in this report;
- vii. the proposed transfer of \$1,374,000 from the Working Funds Reserve to fund the capital projects identified in this report;
- viii. the proposed transfer of \$90,000 from the Camden Town Centre Reserve to fund the Camden Town Centre – traffic study and minor concept works;
- ix. the proposed transfer of \$50,000 from the Stormwater Management Levy Reserve to fund the retro-fitting of the Lake Annan Gross Pollutant Trap; and
- x. the proposed transfer of \$515,000 from the Working Funds Reserve to the Central Administration Building Reserve.



ORDINARY COUNCIL

ORD08

ORD08

SUBJECT: YMCA MANAGEMENT CONTRACT EXTENSION - MOUNT ANNAN LEISURE CENTRE AND CAMDEN POOL

FROM: Director Works & Services

BINDER: Council Properties/Capital Works/Camden Memorial Swimming Pool/Tender 2009/02

PURPOSE OF REPORT

To review the performance of the first 3 year term of the Contract for the Operation and Management Services for Mount Annan Leisure Centre and Camden War Memorial Swimming Pool. Council approval is sought to formally extend the contract for a second contract term, with consideration to minor adjustments.

BACKGROUND

Following a tender process in 2009, Council appointed YMCA of Sydney to manage and operate both the Mount Annan Leisure Centre and Camden War Memorial Pool.

Council awarded the management contract to YMCA following an evaluation of 3 tenders, which were received after 9 invitations to tender were issued. The tenders were assessed on both commercial and community benefit criteria.

The Contract entered into was for an initial term of 3 years, commencing 1 July, 2009, with an option for the contractor (YMCA) to extend the initial contract term for a period of not less than 3 years from the expiration of the initial contract term. There is also an option to extend the second contract term for a period of not less than 3 years from the expiration of the second contract term.

These extensions are subject to satisfactory performance by YMCA during each of the contract terms.

Representatives of the YMCA provided an outline of achievements made in the first term of the contract to Council at the workshop of 28 February 2012.

MAIN REPORT

During the initial contract term of 3 years, the management of both of the aquatic centres necessitated a high skill level as well as high level of professional experience. This was needed to ensure optimum customer service during significant periods of disruption to normal operations due to various upgrades and improvements. For example, the delays in completion of works at Camden War Memorial Pool necessitated great flexibility in management and staffing to accommodate the delay of the opening for the summer season in February 2011.

The following is a summary of achievements by YMCA in the first contract term:

1. Provision of a wide range of programmes and activities which service a diverse age group including learn to swim, school programs, holiday programs, health club, crèche, older adult activities, fitness and training programs. Total

attendances at Mount Annan Leisure Centre for the 2010/2011 year reached 373,997 visits, which is an increase of 76,589 from the previous year, a 26% increase.

2. Age specific activities included teen gym, youth partnership programs, junior gym and junior fitness leader program. Family programming included mums and bubs groups, family fun days, crèche, families' week events and summer celebrations. Accessibility and special population targeted activities include training of carers, introducing easy to use steps, conducting specific classes and undertaking specifically training of staff.
3. Provision of community strengthening and benevolence through membership and fee assistance, to provide opportunities for those who, without the YMCA's support, would otherwise not have the opportunity to connect and belong. During the first term of the contract over \$14,000 has been provided in fee assistance to individuals and families.
4. The combined financial performance of both centres has significantly improved since 2009, and subject to unforeseen circumstances such as very poor weather over long periods in the summer months, the YMCA have provided a forecast of not only delivering a break even budget, but anticipating a financial return to Council for both centres combined.
5. Improvements to operations have been made with an investment of approximately \$178,000, ranging from fixtures and fittings, equipment and play area. A further \$100,000 is expected to be provided as a minimum as part of the second term contract.
6. Sustainable practices and minimising the environmental impact of operations have been management objectives, with actions undertaken such as reviewing of the power sources and usage at both venues, and the provision of solar powered heating system at Mount Annan Leisure Centre. However, it is intended that the area of sustainable practices will have an increased focus in future years, without undermining the centres' financial sustainability, through the monitoring of the carbon footprint and necessary steps to reduce emissions.

In reviewing the existing contract document it is necessary to make minor changes which reflect the current facilities, eliminate reference to proposed works that have been completed, reflect current management practices, and identify the commencement of second term of 3 years in the contract. **A summary of the most significant changes is provided in Attachment 1.**

A full copy of the second term, 3 year contract is provided in the business paper supporting document.

CONCLUSION

The YMCA has demonstrated the strength and capability to manage the aquatic based centres in a professional manner, delivering a wide range of community based programs in a financially sustainable manner.

The level of customer satisfaction is very high and the partnership arrangement with Council has been productive and amicable.

RECOMMENDED

That Council:

- i. acknowledge the work undertaken by the YMCA in the past 3 years in the management of the Mt. Annan Leisure Centre and Camden War Memorial Pool, and formally thank the YMCA management team for their efforts to date;**
- ii. amend the contract in line with the draft minor changes as provided in Attachment 1 of this report;**
- iii. agree that the YMCA as contractor be extended a second contract term for a period of not less than 3 years from the expiration of the initial contract term and renew the amended contract for the second term of 3 years in accordance with the terms of the contract; and**
- iv. authorise to affixing of the Council seal as necessary to contract documentation related to this extension.**

ATTACHMENTS

1. Summary of Significant Changes - *Supporting Document*

ORD08

ORDINARY COUNCIL

ORD09

SUBJECT: NSW LONG TERM TRANSPORT MASTERPLAN - SUPPLEMENTARY SUBMISSION

FROM: Director Works & Services

BINDER: Traffic and Transport\Traffic\Planning

PURPOSE OF REPORT

To consider comments raised in earlier discussions relating to Council's submission in response to the NSW Long Term Transport Master Plan Discussion Paper to seek Council's endorsement of a proposed supplementary submission.

BACKGROUND

At its meeting on 24 April 2012, Council resolved to send a submission in response to the NSW Long Term Transport Master Plan Discussion Paper. At that meeting, a number of other considerations were also raised and Council resolved that "a notice be provided with the submission that Council will submit an addendum incorporating additional amendments/comments once they have been reviewed by Council at the next available Council meeting."

Transport for NSW was advised of this motion and has agreed to accept a supplementary submission following Council's consideration of additional comments. This extension has been granted until Friday, 11 May 2012.

This paper provides discussion on the matters which have been raised.

MAIN REPORT

The NSW Long Term Transport Master Plan Discussion Paper outlines current transport trends, emerging issues and key challenges that the State Government needs to address over the next 20 years and beyond. Submissions have been invited on issues arising from the Discussion Paper. Outcomes from the submissions will then be used to assist in developing the draft NSW Long Term Transport Master Plan itself, due to be released mid-year 2012, with the final plan scheduled for release at the end of 2012.

Once released, the NSW Long Term Transport Master Plan will take account of and link with other NSW Government and Australian Government policies and plans. These include an updated Metropolitan Strategy for Sydney, Regional Strategies, and strategic regional land use plans.

Whilst the discussion paper covers issues in relation to the state as a whole, issues relevant to Camden need to be addressed, particularly given the substantial rate of growth expected in the coming years. The discussion paper identifies a series of strategic questions relevant to the transport planning process. The matters raised (*in italics*) are considered against the relevant question.

The draft responses to the strategic questions are contained in **Attachment 1** to this report. The matters raised and brief discussion on each are provided below.

Do you have any other objectives to suggest for both public transport and roads?

It was suggested that *one of the key objectives should be 'protection of the natural environment through the design, construction and operation of the transport facilities and services.'*

One of the nine existing objectives for transport in NSW is "Environmental sustainability" (section 3.1.6 of the Discussion Paper). This is also applied through relevant environmental legislation which specifies that Review of Environmental factors and Environmental Impact Statements are prepared for major projects. However, to help the Government consider the assessment of the objective and comment, it is recommended that the submission highlight that a measure of the amount of natural areas preserved be reported.

As an example, the *impact of transport corridors on the Scenic Hills near Camden, or similar natural features within or surrounding developing areas elsewhere, needs to be fully considered before any roads or other transport facilities are put in place.*

What are the current barriers to using multiple transport modes to complete a journey? How can the barriers be addressed?

One of the matters raised was the *need for fare structures to be integrated and uniform across the whole of the metropolitan area.*

While the rollout of integrated ticketing has been a goal for some time and is proposed to be introduced in the near future, a key feature of such a system needs to be harmonising of fares across the metropolitan region. Fare pricing structures also need to be considered in the context of "affordable housing" – it is not simply sufficient to have housing which is "affordable" if the cost and complexity (of fares) makes it expensive to travel to work and other destinations, thereby undoing the "affordability" benefit.

How can the road network be better utilised and enhanced?

One of the matters raised was that *a range of bus sizes should be used in the suburbs, reflective of need and demand.*

While on its face, the suggestion to have varying bus sizes has some merit, there are downsides to this suggestion. Some of these relate to cost and scale, but also to limitations which can arise if there is a mismatch between assessed demand and actual demand, and the flexibility which may be needed. A mix of fleet sizes has been trialled in some areas of Sydney. Smaller buses, on scheduled routes, are generally unable to provide the range of capacity and functionality of service that larger buses are better able to provide.

However, the submission could request the Government to assess and apply criteria where smaller buses or larger than average size buses could provide service advantages.

What do you consider to be the main priorities for investment in Sydney's transport infrastructure?

What are the current barriers to using multiple transport modes to complete a journey? How can the barriers be addressed?

If there are to be more greenfield land release areas in Sydney, should there be a focus on developing public transport options as part of strategic land use planning for Metropolitan Sydney? How should this policy be given effect?

One of the matters raised was that *interconnectivity across the transport spokes would better support cross-regional connection*. Partly related to this is the *need to have well planned inter-transport connecting nodes, including secure, decked car parking*, similar to those recently developed at near Macarthur station.

The current public transport systems are very CBD focussed – directing mass movement toward major CBD's (especially central Sydney) but do not necessarily serve other employment areas well. Links between CBD's, servicing the residential and employment areas, with lesser frequency and capacity, make public transport a less attractive option. Focussing on connections across these transport spokes leading to major CBD's (rather than along them), will provide a response to those Discussion Paper questions listed above.

The ability for people to transfer with minimum delay and effort between transport modes and routes makes the use of public transport more attractive and competitive (in terms of time in particular) when compared with private transport. However, the investment in such facilities is worthwhile if the various routes are direct enough so that the overall travel times are also competitive with private travel.

For example, a 'strategic bus route' which meanders through residential areas may not succeed in attracting greater patronage if travel by private car can save 15 minutes or more.

It is again important that the *planning for and delivery of infrastructure to support such services is in place before development takes place*.

For Camden, the *key railway stations at which interchange facilities are critical are Macarthur, Campbelltown, Minto and Leppington*. Interchange facilities for key bus routes have greater flexibility in location – they do not need to be near either railway stations or commercial centres, provided security and general convenience are attractive.

In order to facilitate this, it was suggested that *at the time of planning new areas, the State Government needs to legislate the provision of transport corridors rather than attempting to provide them on a 'best endeavours' basis*.

While the legislation for acquiring land for such purposes is well defined, the identification at the time of early planning for such corridors should help set expectations for land owners about purchase in a reasonable timeframe and assist developers in laying out appropriate land uses.

Similarly, *new bus services being provided before and during the development of new areas*, such as has and is happening in Oran Park and Gregory Hills areas, help develop habits in the use of public transport. The support of the Sate Government in the provision of these services in the early stages of development is crucial

How can walking and cycling best be encouraged?

It has been suggested that *consideration be given to “pay as you ride” cycling facilities, similar to facilities provided in Europe.*

Facilities such as these have been applied successfully in some large cities with high densities. The experience is that people will hire a bike to go to a destination but rarely return to the same place. They are most successful where there are multiple destinations within a ‘rideable’ circumference and there is no one single major destination.

Nevertheless, for a number of areas, a cycle hire arrangement, complemented by ‘end of ride’ facilities and/or interchanges, could help increase the use of bicycles. This may be more suitable for areas such as Camden.

Consideration should also be given to facilitating the carriage of bicycles on some forms of public transport (eg bike racks on buses) to promote cycling as part of the end to end journey and provide a flexible ‘interchange’, more suited to the traveller’s destination.

However, the existing NSW cycling laws which require the wearing of a helmet is an issue regularly raised which inhibits the development of facilities similar to those in Europe. The implications of this and other laws which may limit flexible approaches to promoting cycling need to be reviewed alongside consideration of investment and infrastructure.

What investments are needed across NSW to improve the efficiency of freight movement?

How can the NSW Government best support an efficient freight system as well as meeting community expectations for safety and amenity in residential areas?

It has been suggested that the *development of an ‘inland port’ would address many of the freight issues.*

While an inland port is an option for addressing a number of the issues related to freight and may provide an intensification of the use of higher productivity (including higher mass limit) vehicles, consideration must also be made for the upgrading of more direct routes, and the maintenance of these routes, end to end, between the actual freight landing points (Sydney Airport, Port Botany, Port Kembla) and the ‘inland port’. Such investment would need to be a mix of Federal and State funding.

In the previous submission, the promotion of Glenlee as a key freight centre was an option. However, the use of a site like Glenlee as an ‘inland port’ would require additional links from the national highway system and greater investment in an alternative to the current M5/F5/Hume Highway, as well as the access from this major road into the freight centre itself.

It is proposed that the above comments form the core of the supplementary submission to the Discussion Paper.

CONCLUSION

The NSW Long Term Transport Master Plan Discussion Paper outlines current transport trends, emerging issues and key challenges that the State Government needs to address over the next 20 years and beyond. Outcomes from submissions made in respect of the discussion paper will then be used to assist in developing the NSW Long Term Transport Master Plan itself, due to be released mid-year 2012.

While an earlier submission has been made, this paper covers additional comments raised in relation to the strategic questions in the Discussion Paper. The comments have been applied against the relevant strategic questions and assessed.

Key challenges for Camden Local Government Area are again identified in relation to ensuring sustainable transport outcomes are achieved for the significant population growth associated with the new land release areas by the provision of appropriate public transport and active (walk/cycle) movement networks.

The comments and additional assessment can form the basis of the supplementary submission being expected from Camden Council by Transport for NSW.

RECOMMENDED

That Council provide a supplementary response to the NSW Long Term Transport Master Plan Discussion Paper along the lines outlined in the attachment to this report.

ATTACHMENTS

1. Transport Masterplan Response - Supplementary

Draft Camden Council Supplementary Submission to NSW Long Term Transport Master Plan Discussion Paper

ORD09

In response to issues raised in the Long Term Transport Master Plan Discussion Paper (those items in bold print) and considering implications for Camden Council the following comments are provided as a supplementary submission.

Do you have any other objectives to suggest for both public transport and roads?

It was suggested that one of the key objectives should be 'protection of the natural environment through the design, construction and operation of the transport facilities and services.'

One of the nine existing objectives for transport in NSW is "Environmental sustainability" (section 3.1.6 of the Discussion Paper). This is also applied through relevant environmental legislation which specifies that Review of Environmental factors and Environmental Impact Statements are prepared for major projects. However, to help the Government consider the assessment of the objective and comment, it is recommended that the submission highlight that a measure of the amount of natural areas preserved be reported.

As an example, the impact of transport corridors on the Scenic Hills near Camden, or similar natural features within or surrounding developing areas elsewhere, needs to be fully considered before any roads or other transport facilities are put in place.

What are the current barriers to using multiple transport modes to complete a journey? How can the barriers be addressed?

One of the matters raised by Councillors was the need for fare structures to be integrated and uniform across the whole of the metropolitan area.

While the rollout of integrated ticketing has been a goal for some time and is proposed to in the near future, a key feature of such a system needs to be harmonising of fares across the metropolitan region. Fare pricing structures also need to be considered in the context of "affordable housing" – it is not simply sufficient to have housing which is "affordable" if the cost and complexity (of fares) makes it expensive to travel to work and other destinations, thereby undoing the "affordability" benefit.

How can the road network be better utilised and enhanced?

One of the matters raised by Councillors was that a range of bus sizes should be used in the suburbs, reflective of need and demand.

Attachment 1

ORD09

While on its face, the suggestion to have varying bus sizes has some merit, there are downsides to this suggestion. Some of these relate to cost and scale, but also to limitations which can arise if there is a mismatch between assessed demand and actual demand, and the flexibility which may be needed. A mix of fleet sizes has been trialled in some areas of Sydney. Smaller buses, on scheduled routes, are generally unable to provide the range of capacity and functionality of service that larger buses are better able to provide.

However, the submission could request the Government to assess and apply criteria where smaller buses or larger than average size buses could provide service advantages.

What do you consider to be the main priorities for investment in Sydney's transport infrastructure?

What are the current barriers to using multiple transport modes to complete a journey? How can the barriers be addressed?

If there are to be more greenfield land release areas in Sydney, should there be a focus on developing public transport options as part of strategic land use planning for Metropolitan Sydney? How should this policy be given effect?

One of the matters raised which relates to each of these questions was that interconnectivity across the transport spokes would better support cross-regional connection. Partly related to this is the need to have well planned inter-transport connecting nodes, including secure, decked car parking, similar to those recently developed at near Macarthur station.

The current public transport systems are very CBD focussed – directing mass movement toward major CBD's (especially central Sydney) but do not necessarily serve other employment areas well. Links between CBD's, servicing the residential and employment areas, with lesser frequency and capacity, make public transport a less attractive option. Focussing on connections across these transport spokes leading to major CBD's (rather than along them), will provide a response to those Discussion Paper questions listed above.

The ability for people to transfer with minimum delay and effort between transport modes and routes makes the use of public transport more attractive and competitive (in terms of time in particular) when compared with private transport. However, the investment in such facilities is worthwhile if the various routes are direct enough so that the overall travel times are also competitive with private travel.

For example, a 'strategic bus route' which meanders through residential areas may not succeed in attracting greater patronage if travel by private car can save 15 minutes or more.

It is again important that the planning for and delivery of infrastructure to support such services is in place before development takes place.

For Camden, the key railway stations at which interchange facilities are critical are Macarthur, Campbelltown, Minto and Leppington. Interchange facilities for key bus

Attachment 1

routes have greater flexibility in location – they do not need to be near either railway stations or commercial centres, provided security and general convenience are attractive.

In order to facilitate this, it was suggested that at the time of planning new areas, the State Government needs to legislate the provision of transport corridors rather than attempting to provide them on a ‘best endeavours’ basis.

While the legislation for acquiring land for such purposes is well defined, the identification at the time of early planning for such corridors should help set expectations for land owners about purchase in a reasonable timeframe and assist developers in laying out appropriate land uses.

Similarly, new bus services being provided before and during the development of new areas, such as has and is happening in Oran Park and Gregory Hills areas, help develop habits in the use of public transport. The support of the Sate Government in the provision of these services in the early stages of development is crucial

How can walking and cycling best be encouraged?

It has been suggested that consideration be given to “pay as you ride” cycling facilities, similar to facilities provided in Europe.

Facilities such as these have been applied successfully in some large cities with high densities. The experience is that people will hire a bike to go to a destination but rarely return to the same place. They are most successful where there are multiple destinations within a ‘rideable’ circumference and there is no one single major destination.

Nevertheless, for a number of areas, a cycle hire arrangement, complemented by ‘end of ride’ facilities and/or interchanges, could help increase the use of bicycles. This may be more suitable for areas such as Camden.

Consideration should also be given to facilitating the carriage of bicycles on some forms of public transport (eg bike racks on buses) to promote cycling as part of the end to end journey and provide a flexible ‘interchange’, more suited to the traveller’s destination.

However, the existing NSW cycling laws which require the wearing of a helmet is an issue regularly raised which inhibits the development of facilities similar to those in Europe. The implications of this and other laws which may limit flexible approaches to promoting cycling need to be reviewed alongside consideration of investment and infrastructure.

ORD09

Attachment 1

What investments are needed across NSW to improve the efficiency of freight movement?

How can the NSW Government best support an efficient freight system as well as meeting community expectations for safety and amenity in residential areas?

It has been suggested that the development of an 'inland port' would address many of the freight issues.

While an inland port is an option for addressing a number of the issues related to freight and may provide an intensification of the use of higher productivity (including higher mass limit) vehicles, consideration must also be made for the upgrading of more direct routes, and the maintenance of these routes, end to end, between the actual freight landing points (Sydney Airport, Port Botany, Port Kembla) and the 'inland port'. Such investment would need to be a mix of Federal and State funding.

In the previous submission, the promotion of Glenlee as a key freight centre was an option. However, the use of a site like Glenlee as an 'inland port' would require additional links from the national highway system and greater investment in an alternative to the current M5/F5/Hume Highway, as well as the access from this major road into the freight centre itself.



ORDINARY COUNCIL

ORD10

ORD10

NOTICE OF MOTION

SUBJECT: NOTICE OF MOTION - FUTURE LAND USE IDENTIFICATION
SIGNAGE ON VACANT LOTS
FROM: Cr Funnell
BINDER: Land Use Identification

"I Councillor David Funnell hereby give notice of my intention to move the following at the Council Meeting of 8 May 2012:"

That Council officers prepare a report for consideration by Council at a future Council meeting that explores ways of identifying future land uses on vacant land with identification signage.

RECOMMENDED

That Council officers prepare a report for consideration by Council at a future Council meeting that explores ways of identifying future land uses on vacant land with identification signage.