



Hawkesbury City Council

ordinary
meeting
business
paper

date of meeting: 11 April 2017

location: council chambers

time: 6:30 p.m.



mission statement

***“To create opportunities
for a variety of work
and lifestyle choices
in a healthy, natural
environment”***

How Council Operates

Hawkesbury City Council supports and encourages the involvement and participation of local residents in issues that affect the City.

The 12 Councillors who represent Hawkesbury City Council are elected at Local Government elections, held every four years. Voting at these elections is compulsory for residents who are aged 18 years and over and who reside permanently in the City.

Ordinary Meetings of Council are generally held on the second Tuesday of each month (except January), and the last Tuesday of each month (except December), meeting dates are listed on Council's website. The meetings start at 6:30pm and are scheduled to conclude by 11pm. These meetings are open to the public.

When an Extraordinary Meeting of Council is held, it will usually also be held on a Tuesday and start at 6:30pm. These meetings are also open to the public.

Meeting Procedure

The Mayor is Chairperson of the meeting.

The business paper contains the agenda and information on the items to be dealt with at the meeting. Matters before the Council will be dealt with by an exception process. This involves Councillors advising the General Manager by 3pm on the day of the meeting, of those items they wish to discuss. A list of items for discussion will be displayed at the meeting for the public to view.

At the appropriate stage of the meeting, the Chairperson will move for all those items which have not been listed for discussion (or have registered speakers from the public) to be adopted on block. The meeting then will proceed to deal with each item listed for discussion and decision.

Public Participation

Members of the public may address Council on any items in the business paper other than the Confirmation of Minutes; Responses to Questions from Previous Meeting; Mayoral Elections; Deputy Mayoral Elections and Committee Elections.

To register, please lodge an application form with Council prior to 3pm on the day of the meeting. The application form is available on Council's website, from the Customer Service Branch or by contacting the Corporate Services and Governance Manager on (02) 4560 4444 or by email at council@hawkesbury.nsw.gov.au

The Chairperson will invite registered persons to address Council when the relevant item is being considered. Speakers have a maximum of five minutes to present their views. The Code of Meeting Practice allows for three speakers 'for' a recommendation (i.e. in support), and three speakers 'against' a recommendation (i.e. in opposition).

All speakers must state their name, organisation if applicable (after producing written authorisation from that organisation) and their interest in the matter before speaking.

Voting

The motion for each item listed for discussion will be displayed for Councillors and public viewing, if it is different to the recommendation in the business paper. The Chairperson will then ask the Councillors to vote, generally by a show of hands or voices. Depending on the vote, a motion will be 'Carried' (passed) or 'Lost'.

Planning Decision

Under Section 375A of the Local Government Act 1993, voting for all Planning Decisions must be recorded individually. Hence, the Chairperson will ask Councillors to vote with their electronic controls on planning items and the result will be displayed on a board located above the Minute Secretary.

This will enable the names of those Councillors voting 'for' or 'against' the motion to be recorded in the minutes of the meeting and subsequently included in the required register.

Business Papers

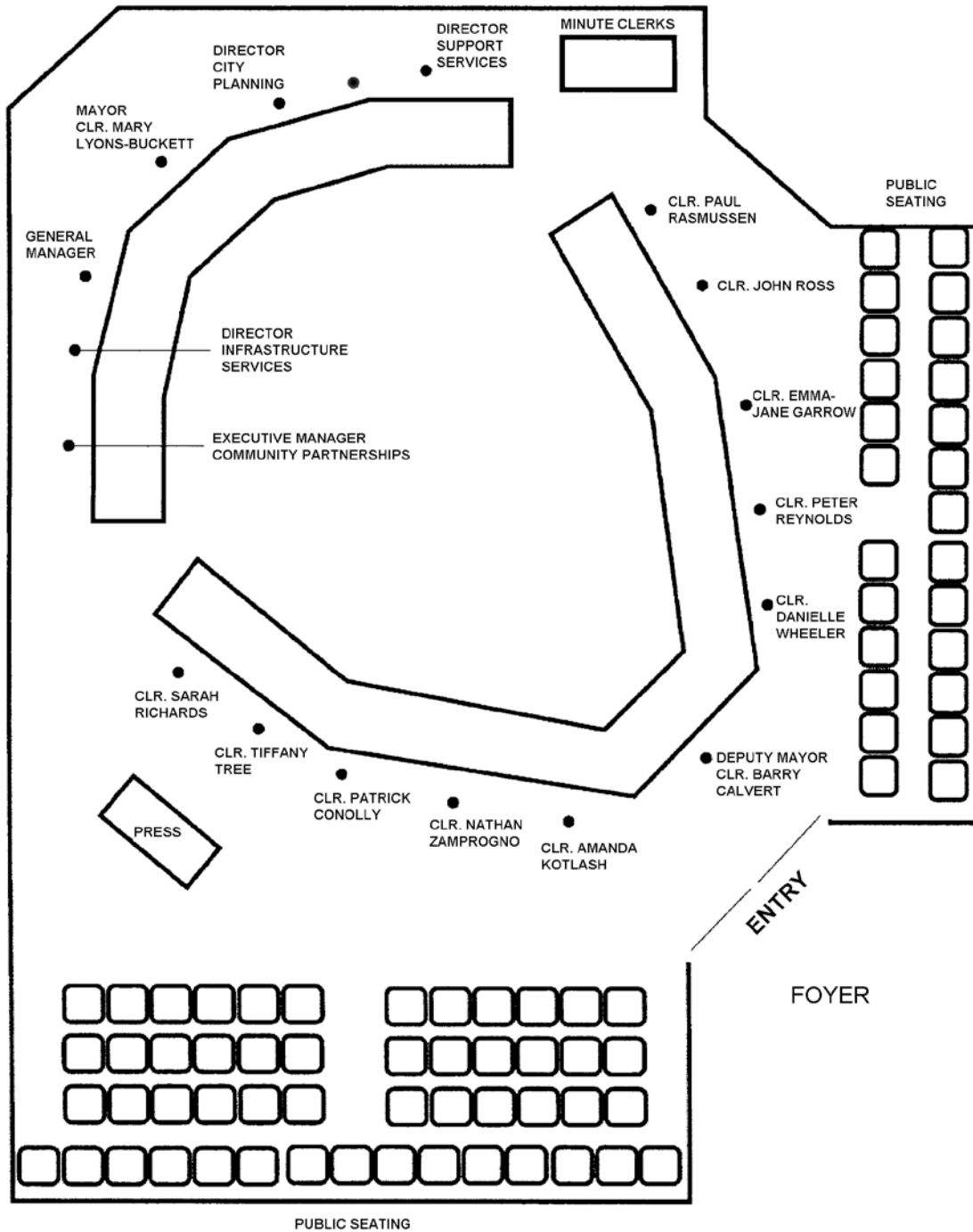
Business papers can be viewed online from 12pm on the Friday before the meeting on Council's website <http://www.hawkesbury.nsw.gov.au>

Hard copies of the business paper can be viewed at Council's Administration Building and Libraries after 12pm on the Friday before the meeting. The business paper can also be viewed on the public computers in the foyer of Council's Administration Building.

Further Information

A guide to Council Meetings is available on the Council's website. If you require further information about meetings of Council, please contact the Corporate Services and Governance Manager on (02) 4560 4444.

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- **DECLARATION OF INTERESTS**
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- **ACKNOWLEDGEMENT OF OFFICIAL VISITORS TO THE COUNCIL**
- **AGENDA ITEMS SUBJECT TO PUBLIC ADDRESS**
- **SECTION 2 - Mayoral Minutes**
- **EXCEPTION REPORT - Adoption of Items Not Identified for Discussion and Decision**
- **SECTION 3 - Reports for Determination**
 - Planning Decisions**
 - General Manager**
 - City Planning**
 - Infrastructure Services**
 - Support Services**
- **SECTION 4 - Reports of Committees**
- **SECTION 5 - Notices of Motion**
- **QUESTIONS FOR NEXT MEETING**
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SECTION 3 - Reports for Determination

PLANNING DECISIONS

Item: 69 CP - Draft Voluntary Planning Agreement for Lot 2 DP 805023, 1420 Kurmond Road, Kurmond - Post Exhibition Report - (124414, 95498)

REPORT:

Executive Summary

The purpose of this report is to advise Council of the outcomes of the public exhibition of a draft Voluntary Planning Agreement (draft VPA) relating to future subdivision of Lot 2 DP 805023, 1420 Kurmond Road, Kurmond.

The draft VPA was exhibited as a result of Council resolution on 13 December 2016 which included proceeding to the making of a related planning proposal and the exhibition of the draft VPA.

Council received no submissions from the community during the exhibition period and therefore it is recommended that the Voluntary Planning Agreement be endorsed and executed.

Consultation

The draft VPA, an Explanatory Note and other supporting documentation was placed on public exhibition for the period Friday 3 February 2017 to March 6 Monday 2017. A notice relating to the exhibition of the draft VPA was placed in the Hawkesbury Courier on 2 February 2017. The draft VPA, an Explanatory Note and other supporting documentation were available for inspection at the Council offices, on Council's website, and on Council's online community engagement site www.yourhawkesbury-yoursay.com.au throughout the exhibition period.

As a result of the exhibition no submissions were received from the community.

Background

The draft VPA was reported to Council on 13 December 2016 as part of a report concerning a planning proposal for Lot 2 DP 805023, 1420 Kurmond Road, Kurmond. The planning proposal sought to amend the minimum lot size provisions of the *Hawkesbury Local Environmental Plan 2012* (the LEP) to enable subdivision of the subject site into large residential lots with minimum lot sizes of not less than 4,000m² and 4ha. Council resolved to proceed with the making of the proposed amendment, and in terms of the draft VPA Council resolved (in part) to:

5. *"Publically exhibit the draft Voluntary Planning Agreement attached to this report in accordance with the relevant statutory provisions for a minimum of 28 days and the Draft Voluntary Planning Agreement be reported back to Council following public exhibition prior to finalisation."*
6. *The draft Voluntary Planning Agreement be reported back to Council following public exhibition prior to finalisation.*

The parties to the draft VPA are Council and Ernest Bennett & Associates Pty Ltd (known as "the Developer").

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The objective, nature and effect of the draft VPA is for the developer to provide Council with a cash contribution of \$30,000 for each vacant housing lot created as a result of the future subdivision of the subject site, but allowing credits for two existing dwellings on the subject site. The contributions received by Council will be expended on local and district infrastructure and facilities such as, but not necessarily limited to, cycleways, bus shelters, landscape and park embellishments and road improvements to serve the needs of the community as a consequence of the development.

The agreement will only operate if and when Council grants development approval(s) for the proposed development of the site. The agreement excludes the application of section 94A and section 94 of the *Environmental Planning and Assessment Act 1979* to the proposed development of the site.

Post Exhibition Amendments to the draft VPA and Explanatory Note

Some minor text amendments have been proposed to the draft VPA. The amendments include correction to the postcode for Windsor and the deletion of word "Draft". A 'tracked changes' version of the amendments to the draft VPA is provided in Attachment 1 of this report.

Also within Attachment 1 is an Explanatory Note which is to accompany the VPA. In addition to re-formatting of the Explanatory Note amendments to the document include the deletion, where appearing, of the word "draft" and updating of the document's date.

Conformance to the Hawkesbury Community Strategic Plan

Council's consideration and approval of the Voluntary Planning Agreement would be consistent with the Our Future Focus Area Direction Statement:

- Shaping our Growth - Respond proactively to planning and the development of the right local infrastructure.

and is also consistent with implementing the nominated strategies in the CSP being:

- Growth and change in the Hawkesbury will be identified, planned for and valued by the community.
- The diverse housing needs of our community will be met through research, active partnerships and planned development.
- Plan for a balance of agriculture, natural environment and housing that delivers viable rural production and maintains rural character.

Financial Implications

The per residential lot contribution in accordance with the provisions of the VPA is to be provided by the Developer via the future subdivision of the subject site.

Planning Decision

As this matter is covered by the definition of a "planning decision" under Section 375A of the Local Government Act 1993, details of those Councillors supporting or opposing a decision on the matter must be recorded in a register. For this purpose a division must be called when a motion in relation to the matter is put to the meeting. This will enable the names of those Councillors voting for or against the motion to be recorded in the minutes of the meeting and subsequently included in the required register.

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RECOMMENDATION:

That:

1. The Voluntary Planning Agreement and Explanatory Note for Lot 2 DP 805023, 1420 Kurmond Road, Kurmond attached as Attachment 1 to this report, be endorsed by Council.
2. Delegation be given to the General Manager to make any necessary minor wording and formatting changes to the Voluntary Planning Agreement prior to execution, provided that these minor changes do not alter the intent of the Voluntary Planning Agreement.
3. The Voluntary Planning Agreement be executed under the Seal of Council.

ATTACHMENTS:

- AT - 1** Copy of Amended Voluntary Planning Agreement and Explanatory Note for Lot 2 DP 805023, 1420 Kurmond Road, Kurmond

AT - 1 Copy of Amended Voluntary Planning Agreement and Amended Explanatory Note for
Lot 2 DP 805023, 1420 Kurmond Road, Kurmond

Hawkesbury City Council

AND

Ernest Bennett &
Associates Pty Ltd

~~DRAFT~~

Voluntary Planning
Agreement

Lot 2 DP 805023,
1420 Kurmond Road,
Kurmond.



Hawkesbury City Council

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DRAFT Voluntary Planning Agreement

1420 Kurmond Road, Kurmond

THIS PLANNING AGREEMENT is made on the day of 2017

BETWEEN:

Parties

HAWKESBURY CITY COUNCIL ('the Council')

AND:

ERNEST BENNETT & ASSOCIATES PTY LTD ('the Developer')

Introduction

- A. The Developer is the registered proprietor of the Development Land.
- B. On 2 December 2014 the Council lodged a planning proposal with the Department of Planning and Environment to amend the *Hawkesbury Local Environmental Plan 2012* Lot Size Map to facilitate subdivision of the Development Land.
- C. The Developer proposes to make Development Application to Council for Development Approval to carry out the Proposed Development if the Lot Size Map for the Development Land is altered generally in accordance with the planning proposal.
- D. The Developer has offered to provide the Developer's Contribution in the form of a Cash Contribution on the terms and conditions contained in this agreement if Development Approval is granted to the Proposed Development.

And it is agreed as follows:

1 Definitions and Interpretation

In this agreement the following words and letters have the meanings set out below.

- 1.1 **'Act'** means the *Environmental Planning and Assessment Act 1979* (NSW) (as amended from time to time).
- 1.2 **'Approval'** means any approvals consents, modifications, certificates (of all types) permits, endorsements, licenses, conditions or requirements (and any variation to them) which may be required by Law for the Proposed Development.
- 1.3 **'Authority'** means a government, semi-government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body, commission, department, agency, tribunal or other authority or body.
- 1.4 **'Base CPI'** means the CPI number for the quarter ending immediately before the commencement of this Agreement.
- 1.5 **'Business Day'** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act and thing is to be performed or a payment is to be made.
- 1.6 **'Cash Contribution'** means, subject to clauses 5 and 6, an amount calculated on the basis of \$30,000 per vacant Housing Lot.
- 1.7 **'Completion Certificate'** means the release of the subdivision, either in whole or in stages, to enable the lodgement to and issue of Housing Lot titles by the NSW Land & Property Information (LPI).

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- 1.8 **'CPI'** means the Consumer Price Index released by the Australian Bureau of Statistics for "Sydney - All Groups" or such other consumer price index that might replace it.
- 1.9 **'CPI Review Date'** means each quarterly anniversary of the date of this agreement.
- 1.10 **'Costs'** include costs, charges, fees, disbursements and expenses, including those incurred in connection with advisers.
- 1.11 **'Current CPI'** means the CPI number for the quarter ending immediately before the relevant CPI Review Date.
- 1.12 **'Developer's Contribution'** has the meaning given in clause 6.
- 1.13 **'Development Application'** means an application under Part 4 of the Act for Development Approval.
- 1.14 **'Development Approval'** means a development consent issued under the Act with respect to all or part of the Proposed Development.
- 1.15 **'Development Land'** means the land comprising Lot 2 DP 805023, 1420 Kurmond Road, Kurmond.
- 1.16 **'Dispute'** in connection with this agreement means an argument, a controversy, a difference, a dispute including of opinion or interpretation.
- 1.17 **'Event of Insolvency'** means anyone or more of the following occurrences:
- a) the Developer becomes bankrupt, is served with a bankruptcy notice or a bankruptcy petition, has committed an act of bankruptcy or has entered into an arrangement within and under the meaning of the *Bankruptcy Act 1976* (Cth); or
 - b) the Developer becomes subject to any order or declaration under the *Mental Health Act 2007* (NSW) or is otherwise incapable of managing his or her own affairs
 - c) if the Developer is a company, if:
 - (i) a resolution is passed for the winding up or liquidation of that company
 - (ii) a liquidator, provisional liquidator, receiver, receiver manager, controller, controlling manager, administrator, voluntary administrator or official manager is appointed to the Developer or a resolution is passed for the purposes of placing that party in the control of an external administrator
 - (iii) it suspends payment of its debts or is unable to pay its debts including of money payable under this agreement or is deemed insolvent
 - (iv) it fails to or is taken as having failed to comply with a statutory demand under the *Corporations Act 2001* (Cth)
 - (v) if anything analogous or having substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction with respect to the Developer.
- 1.18 **'GST'** has the same meaning as the GST Act and other words or expressions used in the GST Act which have a particular defined meaning (including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning.
- 1.19 **'GST Act'** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time).

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- 1.20 **'Housing Lot'** means a lot approved by a Development Consent comprising part of the Development Land that is intended to be used for the purposes of a single dwelling house without being further subdivided.
- 1.21 **'Housing Lot Contribution'** means subject to Clauses 6, 7 and 8, cash to the value of \$30,000 per vacant Housing Lot arising from a Development Consent of the Development Land.
- 1.22 **'Law'** means:
- a) the common law and principles of equity;
 - b) the requirements of legislation, regulations and by-laws; and
 - c) a binding order made by an Authority.
- 1.23 **'LPI'** means Land and Property Information or any other government agency replacing it.
- 1.24 **'Lot Size Map'** means the maps with a corresponding name and forming part of *Hawkesbury Local Environmental Plan 2012*.
- 1.25 **'Party'** means a party to this agreement, including their successors and assigns.
- 1.26 **'Proposed Development'** means the amendment to *Hawkesbury Local Environmental Plan 2012* and subdivision of the Development Land.
- 1.27 **'Subdivision Certificate'** means a certificate issued under section 109C(d) of the Act with respect to the Proposed Development.
- 1.28 **'Transfer'** means to settle, assign, transfer, convey, alienate, otherwise dispose of or part with possession of.

2 Interpretation

In this agreement unless the contrary intention appears:

- 2.1 One gender includes the opposite gender.
- 2.2 The singular includes the plural and the plural includes the singular.
- 2.3 A party includes that party's executors, administrators, successors, permitted assigns, permitted legal representatives and substitutes.
- 2.4 Dollars or \$ means Australia dollars and all money payable under this agreement is payable in that currency.
- 2.5 'Including' and similar expressions are not words of limitation.
- 2.6 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 2.7 Headings, any table of contents or index are for convenience only and do not affect interpretation of this agreement.
- 2.8 An explanatory note which relates to this agreement does not affect the interpretation of this agreement.
- 2.9 A provision of this agreement must not be construed to the disadvantage of a party merely because that party was responsible wholly or partly for the preparation of this agreement or the inclusion of a term or condition in this agreement.

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- 2.10 If an act and thing must be done on a specific day which is not a business day, it must be done instead on the next business day.
- 2.11 A person means and includes a person, a body corporate, Authority, firm, body of persons, association, trust, joint venture or other legal commercial entity or undertaking recognized by law whether or not incorporated.

3 Planning Agreement

- 3.1 This agreement:
- 3.1.1 applies to the Development Land
 - 3.1.2 is a planning agreement within the meaning set out in section 93F of the Act
 - 3.1.3 is to be registered on the title of the Development Land under section 93H of the Act
 - 3.1.4 is not a confidential document and may be exhibited without restriction by either party.
- 3.2 Subject to clause 3.3, this agreement operates from the date it is executed.
- 3.3 Clause 6 of this agreement will only operate if and when Council grants Development Approval (or Development Approvals as the case may be) to the Proposed Development on the Development Land.

4 Application of Section 94 and Section 94A of the Act to the Development

- 4.1 This agreement excludes the application of Section 94A and Section 94 of the Act to the Proposed Development.
- 4.2 Notwithstanding Clause 4.1, should a Section 94 Plan which applies to the land come into force prior to the issue of any development consent for subdivision of the land, this Agreement shall be terminated immediately and the adopted contribution rate within such Section 94 Plan shall be applied in place of the Developer's Contribution cited within this Agreement.
- 4.3 Clause 4.2 does not allow the Council or the Developer to retrospectively apply a Section 94 contribution for allotments for which development contributions have been paid in accordance with this Agreement.
- 4.4 Subject to Clause 16 should this Agreement be terminated in accordance with clause 17, Section 94A or Section 94 of the Act, whichever is applicable, will apply to the Proposed Development.

5 Registration of this Agreement

- 5.1 Within 30 days from the commencement of this Agreement the Developer must take all reasonable steps to procure the registration of the Agreement, in accordance with Section 93H of the Act on the relevant folios of the register held by the LPI pertaining to the Development Land.
- 5.2 The Council agrees:
- a) to provide a release and discharge of this Agreement with respect to the Development Land or any lot created on subdivision of the Development Land on satisfaction by the Developer of the obligation to provide the Developer's Contribution: and
 - b) to do all things reasonably necessary, including the execution of any documents, to enable the Developer to remove the notation of this Agreement on the relevant folios of the register, held by the LPI pertaining to the Land.

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- 5.3 The Council acknowledges that the registration of this Agreement on the relevant folios of the register held by the LPI pertaining to the Development Land constitutes suitable means of enforcement of this Agreement for the purposes of s93F(3)(g) of the Act.

6 Developer's Contribution

- 6.1 Subject to the terms of this agreement, including clause 3.3, the Developer agrees to provide the Developer's Contribution, subject to clause 8, in the form of the Cash Contribution via a condition of Development Consent at the rate of \$30,000, subject to clause 9, for the creation of each vacant Housing Lot.
- 6.2 For the avoidance of doubt, the parties agree and acknowledge that the maximum Cash Contribution is calculated on the basis of \$30,000 per additional Housing Lot created by subdivision of the Development Land minus two lots of \$30,000 by virtue of there being on the land prior to subdivision two existing lots.

7 Calculation of Developer's Contributions

The Developer and Council acknowledge and agree that subject to Clause 6, the Developer will contribute cash to the value of the Cash Contribution for each vacant Housing Lot.

8.0 Staged Provision of Subdivision

- 8.1 The parties acknowledge that the Proposed Development can be undertaken in stages.
- 8.2 For each stage the Developer must provide a Cash Contribution in accordance with this Agreement for each vacant Housing Lot created within the particular stage.
- 8.3 The Cash Contribution must be paid to Council, prior to the issue of the Subdivision Certificate, on a 'pro-rata' basis. The pro-rata payment calculation is to be based on the number of vacant Housing Lots included in the Subdivision Certificate for the relevant stage.

9 CPI Adjustment of Developer's Contributions

On each CPI Review Date the Developer Contribution will be calculated as follows:

$$RAC_c = RAC_B \times \frac{\text{Current CPI}}{\text{Base CPI}}$$

Where:

RAC_B = The Housing Lot contribution at the commencement of this Agreement (i.e. \$ 30,000)

RAC_c = Adjusted Housing Lot Contribution at CPI review date.

10 Payment of Cash Contribution

The Cash Contribution must be paid to Council, prior to the issue of the Subdivision Certificate, on a 'pro-rata' basis. The pro-rata payment calculation is to be based on the number of Housing Lots included in the Subdivision Certificate for the relevant stage.

11 GST

- 11.1 Unless otherwise expressly stated all money or other sums payable or consideration to be provided under this agreement are exclusive of GST.
- 11.2 Despite clause 6, to the extent that the Commissioner of Taxation, a Court or Tribunal determines that any supply made under or in connection with this agreement is a taxable supply, the GST exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the

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same time and in the same manner as the GST exclusive consideration is otherwise to be paid or provided and a valid Tax invoice is to be delivered to the recipient of the taxable supply and this clause will not merge on completion or termination of the agreement.

12 Dispute Resolution

12.1 Reference to Dispute

If a dispute arises between the Parties in relation to this Agreement, then the Parties must resolve that dispute in accordance with this clause.

12.2 Notice of Dispute

The Party wishing to commence the dispute resolution processes must notify the other Party in writing of:

- a) the intent to invoke this clause
- b) the nature or subject matter of the dispute, including a summary of any efforts made to resolve the dispute other than by way of this clause
- c) the outcomes which the notifying Party wishes to achieve (if practicable).

12.3 Representatives of Parties to Meet

- a) The representatives of the Parties must promptly (and in any event within 15 Business Days of the written notice provided in accordance with clause 12.2 meet in good faith to attempt to resolve the notified dispute
- b) The Parties may, without limitation:
 - (i) resolve the dispute during the course of that meeting
 - (ii) agree that further material, expert determination in accordance with clause 12.5 or consideration is needed to effectively resolve the dispute (in which event the Parties will, in good faith, agree to a timetable for resolution)
 - (iii) agree that the Parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

12.4 No party may constrain

If:

- a) at least one meeting has been held in accordance with clause 12.3
- b) the Parties have been unable to reach an outcome identified in clause 12.3
- c) any of the Parties, acting in good faith, forms the view that the dispute is reasonably unlikely to be resolved in accordance with a process agreed under clause 12.3(b)(iii), then, that Party may, by 15 Business Days written notice to the other Party, terminate the dispute resolution process in respect of that dispute. The termination of the process set out in this clause does not of itself amount to a breach of this Agreement.

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12.5 Expert Determination

- a) If a **Dispute** arises between Parties to this Agreement, the Parties may agree to refer the Dispute to expert determination in Sydney, New South Wales administered by the Australian Commercial Dispute Centre (ACDC).
- b) The expert determination will be conducted in accordance with the ACDC Rules for Expert Determination (Rules) in force at the date of this Agreement. The Rules set out the procedures to be adopted, the process of selection of the expert and the costs involved, including the Parties' respective responsibilities for the payment of the expert's costs and other costs of the expert determination.
- c) The expert determination will be final and binding on the Parties.
- d) This clause survives termination of this Agreement.

12.6 Urgent Relief

At any time, a Party may, without inconsistency with anything in this clause 12, seek urgent interlocutory relief in respect of a dispute under this Agreement from any Court having jurisdiction.

13 Agreement of the Developer

13.1 The Developer warrants that it:

13.1.1 is the legal and beneficial owner of part of the Development Land

13.1.2 will take all practicable steps and use best endeavours and do all acts and things required to procure:

13.1.2.1 the execution of any documents necessary to effect registration of this agreement with LPI

13.1.2.2 the production of the relevant certificates of title for the Development Land and the registration of this agreement at LPI on the title of the Development Land within 30 days of the date of the commencement of this agreement.

13.2 Council shall not be required to seal any sub-division plan made pursuant to the Development Approval unless and until this agreement has been registered at LPI on the title of the Development Land.

14 Enforcement by any party

- a) Without limiting any other remedies available to the Parties, this Agreement may be enforced by any Party in any court of competent jurisdiction.
- b) Nothing in this Agreement prevents:
 - (i) a Party from bringing proceedings in a court of competent jurisdiction to enforce any aspect of this Agreement or any matter to which this Agreement relates, subject to compliance with clause 15
 - (ii) the Council from exercising any function under the Act or any other Act or law.

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DRAFT Voluntary Planning Agreement

1420 Kurmond Road, Kurmond

15 Assignment and dealings

15.1 The Developer is not to:

- 15.1.1 sell, transfer, mortgage or charge the Land, or
- 15.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed, to any person unless:
 - 15.1.2.1 the Developer has, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be sold, transferred, mortgaged or charged or the Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
 - 15.1.2.2 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, mortgagee, charge, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
 - 15.1.2.3 the Developer is not in breach of this Deed, and
 - 15.1.2.4 the Council otherwise consents to the transfer, mortgage, charge, assignment or novation, such consent not to be unreasonably withheld.

15.2 Clause 15.1 does not apply in relation to any sale, transfer, mortgage or charge of the Land if this Deed is registered on the title to the Land at the time of the sale.

- 15.2.1 Upon the commencement of this Deed, the Council is deemed to have acquired, and the Developer is deemed to have granted, an equitable estate and interest in the Land for the purposes of section 74F(1) of the *Real Property Act 1900* (NSW) and consequently the Council has a sufficient interest in the Land to lodge and maintain with the Land and Property Management Authority a caveat notifying that interest.
- 15.2.2 The Developer consents to the Council lodging a caveat on the Land where this Deed is not registered on the title to the Land due to a breach by the Developer of its obligations.

16 Release

When the Developer has satisfied all of the obligations imposed on it under this agreement in respect of that part of the Development Land for which a Subdivision Certificate has been issued and for which the Developer's Contribution has been delivered then the Council must promptly at the request and at the reasonable expense of the Developer do all acts and things necessary to remove this agreement from the title of that part of the Development Land.

17 Termination

17.1 This agreement may be terminated by the Council by written notice to the Developer if:

- 17.1.1 the Developer commits a breach of any of the terms and conditions of this agreement and fails to remedy such a breach within 14 days of receipt of a written notice (which specifies the breach and requires the Developer to remedy the breach) whereupon the date of such termination will be effective on the 15th day from receipt of such written notice; or
- 17.1.2 an Event of Insolvency occurs.

ORDINARY MEETING

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DRAFT Voluntary Planning Agreement

1420 Kurmond Road, Kurmond

18 Review Procedures

The parties may agree to review this agreement in circumstances and in a manner determined by the parties. Any amendment, modification, supplement or replacement document which results from a review must be in writing, signed by the parties and registered at LPI under Section 93H of the Act.

19 Notices

19.1 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:

- a) delivered or posted to that Party at its address set out below
- b) faxed to that Party at its fax number set out below.

19.2 For the purposes of this clause the parties' contact details for service are:

The Developer

Ernest Bennett & Associates Pty Ltd

Address: 390 Glenferrie Road

MALVERN VIC 3144

Email: <<Insert details>>

Telephone: (03) 9822 7756

Council

Address: Hawkesbury City Council

Attention: General Manager

366 George Street

WINDSOR NSW [25762756](tel:25762756)

Telephone: (02) 4560 4444

Facsimile: (02) 4587 7740

19.3 If a Party gives the other Party three business days' notice of a change of its address or fax number, 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 or fax number.

19.4 Any notice, consent, information, application or request is to be treated as given or made at the following time:

- a) If it is delivered, when it is left at the relevant address
- b) If it is sent by post, two business days after it is posted
- c) If it is 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.

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DRAFT Voluntary Planning Agreement

1420 Kurmond Road, Kurmond

- 19.5 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

20 Proper Law and Jurisdiction

This agreement is made and will be construed and governed in accordance with the Law of the State of NSW South Wales. Each party submits to the exclusive jurisdiction of each and every Court or Tribunal of the said State having jurisdiction to hear the matter submitted to it.

21 Severance

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. 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.

22 Waiver

- 22.1 No failure on the part of a party to exercise and no delay in exercising and no cause of dealing with respect to, any condition and the rights, powers or remedies of that party under this agreement will impair any of those rights, powers or remedies, nor constitute a waiver of any of those rights, powers or remedies.
- 22.2 No single or partial exercise by a party of any condition and rights, powers or remedies under this agreement will preclude any other or further exercise of those or exercise of any other conditions rights or remedies.
- 22.3 Any condition and the rights, powers or remedies under or relating to this agreement are cumulative and will not exclude any other rights, powers or remedies under or relating to this agreement at Law.
- 22.4 No waiver of any of the conditions of this agreement will be effective unless in writing signed by the party against whom such waiver is sought to be enforced.
- 22.5 Any waiver of the conditions of this agreement will be effective only in the specific instance and for the specific purpose given and the waiver will not be deemed a waiver of such obligations or of any subsequent breach of the same or some other obligation.

23 Approvals and Consent

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. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

24 Entire Agreement

This agreement contains all the terms and conditions to which the parties have agreed on in relation to the matters which they have dealt with. No party can rely on an earlier document, anything said or done by another party, or omitted to be relied upon, said or done except as permitted by Law.

ORDINARY MEETING

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DRAFT Voluntary Planning Agreement

1420 Kurmond Road, Kurmond

25 No Fetter

25.1 Nothing in the agreement is to be construed as requiring the Council to do anything

25.1.1 that would cause it to be in breach of any of its obligations at Law

25.1.2 limiting or fettering in any way the exercise of any statutory discretion or duty; at Law

25.1.3 imposing any obligations to grant an Approval.

26 Representatives and Warranties

Each party agrees that it has the power and authority to enter into this Agreement and comply with its obligations and that entry into this agreement will not result in a breach of Law.

27 Costs

Each party must bear and pay its own costs of and incidental to the preparation and execution of this Agreement.

Executed as an agreement on

2017

Execution by Council

THE COMMON SEAL of HAWKESBURY CITY)
COUNCIL was hereunto affixed on the ___th day of)
_____ 2017 pursuant to a resolution)
passed on the ___th day of _____ 2017 in)
the presence of:)

.....
~~Laurie Mifsud~~ Acting General Manager

.....
Clr Mary Lyons-Buckett - Mayor

Execution by Ernest Bennett & Associates Pty Ltd

Signed by:

Signature of Developer Given Name Initial and
Last Name

Signature of Developer Given Name
Initial and Last Name

Print name

Print name

Hawkesbury City Council



Explanatory Note – ~~Draft~~ Voluntary Planning Agreement

Lot 2 DP 805023, 1420 Kurmond Road, Kurmond

This Explanatory Note has been prepared in accordance with clause 25E of *Environmental Planning and Assessment Regulation 2000* (the Regulation).

The purpose of this Explanatory Note is to provide a plain English summary to support the notification, in accordance with section 93G of the *Environmental Planning and Assessment Act 1979* (the Act), of a ~~draft~~ Voluntary Planning Agreement (~~draft~~-VPA) under section 93F of the Act.

This Explanatory Note is not to be used to assist in construing the draft VPA.

The Parties

The Parties subject to this ~~draft~~-VPA are as follows:

Hawkesbury City Council (ABN 54 659 038 834) ('Council')

Ernest Bennett & Associates Pty Ltd ('the Developer')

Description of Subject Land

This ~~draft~~-VPA applies to Lot 2 DP 805023, 1420 Kurmond Road, Kurmond.

Summary of objectives, nature and effect of the Planning Agreement

The ~~draft~~-VPA is complementary to a proposed amendment to *Hawkesbury Local Environmental Plan 2012* which will enable the subdivision of the subject site into large Housing lots with minimum lot sizes of not less than 4,000m² and 4ha.

The objective, nature and effect of the ~~draft~~-VPA is for the Developer to provide Council with a cash contribution of \$30,000 for each vacant Housing lot created. This amount is to be paid and is subject to consumer price index adjustment as per clauses 3, 6, 7, 8 and 9 of the ~~draft~~-VPA. It is anticipated that contributions collected by Council will be expended on local and district infrastructure and facilities such as, but not necessarily limited to, cycleways, bus shelters, landscape and park embellishments and road improvements to serve the needs of the community as a consequence of the development.

The agreement will only operate if and when Council grants development approval(s) to the proposed development of the site. The agreement excludes the application of section 94A and section 94 of the Act to the proposed development of the site.

Assessment of the merits of the Planning Agreement

The merits of the ~~draft~~-VPA are that it will provide Council with cash contributions to provide local and district infrastructure and facilities which are required by the community as a consequence of the development.

The ~~draft~~-VPA will have a positive impact on the public in that it will enable the provision of local and district infrastructure and facilities and for the orderly and economic development of the subject land.



Hawkesbury City Council



How does the Planning Agreement promote the public interest and one or more of the objects of the Act?

The **draft**-VPA promotes the public interest by ensuring that cash contributions are made for the provision of local and district infrastructure and facilities which are required by the community as a consequence of the development.

The **draft**-VPA promotes the following objects of the Act through the provision of cash contributions to be used for the provision of local and district infrastructure and facilities:

- to encourage the proper management, development and conservation of natural and artificial resources, including agricultural land, natural areas, forests, minerals, water, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment (Section 5(a)(i))
- to encourage the promotion and co-ordination of the orderly and economic use and development of land (Section 5(a)(ii))
- to encourage the provision and co-ordination of community services and facilities (Section 5(a)(v)).

How does the Planning Agreement promote the objects of the Local Government Act 1993?

By requiring the payment of cash contributions, the **draft**-VPA provides Council with the ability to provide local and district infrastructure and facilities appropriate to the needs of the incoming community and also provides Council with a role in the management, improvement and development of resources in the area.

In this way, the **draft**-VPA promotes the purposes set out in section 7(e) of the *Local Government Act 1993*.

How does the Planning Agreement promote the Principles for local government under Chapter 3 of the Local Government Act 1993?

The **draft**-VPA makes provisions for Council to receive cash contributions that can be used for the provision of local and district infrastructure and facilities, hence the VPA promotes the following elements of Principles for local government under Chapter 3 Sections 8A and 8B of the *Local Government Act 1993*:

- 8A (1) (f) Councils should manage lands and other assets so that current and future local community needs can be met in an affordable way
- 8A (1) (g) Councils should work with others to secure appropriate services for local community needs
- 8A (1) (h) Councils should act fairly, ethically and without bias in the interests of the local community
- 8A (2) (b) Councils should consider social justice principles
- 8A (2) (c) Councils should consider the long term and cumulative effects of actions on future generations
- 8B (d) Councils should have regard to achieving intergenerational equity, including ensuring the following: (i) policy decisions are made after considering their financial effects on future generations.

What are the planning purposes served by the Planning Agreement?

The planning purpose of the **draft**-VPA is to enable the collection of contributions that can be used for the delivery of local and district infrastructure and facilities required as a result of the proposed development.

The agreement will only operate if and when Council grants development approval(s) to the proposed development of the site. If the proposed development does occur then the planning purpose will be achieved. If the proposed development does not occur the planning purpose will not be achieved nor will it be required.

Does the Planning Agreement conform with Council's Capital Works Program?

It is anticipated that the contributions collected will be used to provide local and district infrastructure and facilities that are supplementary and consistent with Council's current capital work program.

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Hawkesbury City Council



Does the agreement specify certain requirements of the agreement must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued?

| Yes, clause 10 of the ~~draft~~-VPA states:

The Cash Contribution must be paid to Council, prior to the issue of the Subdivision Certificate, on a 'pro-rata' basis. The pro-rata payment calculation is to be based on the number of Housing Lots included in the Subdivision Certificate for the relevant stage.

| ~~23 January 2017~~ 11 April 2017

oooO END OF REPORT Oooo

ORDINARY MEETING

Meeting Date: 11 April 2017

Item: 70 **CP - Draft Voluntary Planning Agreement for Lots 431 and 432 DP 1189536, 431 and 431A Greggs Road, Kurrajong - Post Exhibition Report - (124414, 95498)**

REPORT:

Executive Summary

The purpose of this report is to advise Council of the outcomes of the public exhibition of a draft Voluntary Planning Agreement (draft VPA) relating to future subdivision of Lots 431 and 432 DP 1189536, 431 and 431A Greggs Road, Kurrajong.

The draft VPA was exhibited as a result of Council resolution on 13 December 2016 which included proceeding to the making of a related planning proposal and the exhibition of the draft VPA.

Council received one submission during the exhibition period and having considered this submission it is recommended that the Voluntary Planning Agreement be endorsed and executed.

Consultation

The draft VPA, an Explanatory Note and other supporting documentation was placed on public exhibition for the period 20 January 2017 to 27 February 2017. A notice relating to the exhibition of the draft VPA was placed in the Hawkesbury Courier on 19 January 2017. The draft VPA, an Explanatory Note and other supporting documentation were available for inspection at the Council offices, on Council's website, and on Council's online community engagement site www.yourhawkesbury-yoursay.com.au throughout the exhibition period.

As a result of the exhibition one submission was received.

The submission stated:

"Section 94 funds raised should be spent in the Kurrajong area and suggest put towards completing the curb [sic] and guttering on the south east side of Kurrajong Village"

The Explanatory Note that accompanies the draft VPA states that:

"It is anticipated that contributions collected by Council will be expended on local and district infrastructure and facilities such as, but not necessarily limited to, cycleways, bus shelters, landscape and park embellishments and local road improvements to serve the needs of the community as a consequence of the development."

The exact nature of expenditure of future contributions will be matter for future works programs once monies have been received and further needs analysis has been undertaken. This will be the subject of a separate report to Council. At present, it is considered that the anticipated expenditure of contributions as outlined in the above Explanatory Note extract is consistent with the request of the respondent and accordingly no amendment to the draft VPA is proposed.

Background

The draft VPA was reported to Council on 13 December 2016 as part of a report concerning a planning proposal for Lots 431 and 432 DP 1189536, 431 and 431A Greggs Road, Kurrajong. The planning proposal sought to amend the minimum lot size provisions of the Hawkesbury Local Environmental Plan 2012 (LEP 2012) to enable subdivision of the land into not more than 8 lots with minimum lot sizes of 4,000m² and 4ha. Council resolved to proceed with the making of the proposed amendment, and in terms of the draft VPA Council resolved (in part) to:

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"Publically exhibit the Draft Voluntary Planning Agreement attached to this report for a minimum of 28 days and the Draft Voluntary Planning Agreement be reported back to Council following public exhibition prior to finalisation."

The parties to the draft VPA are Council and Mark Bull and Jenelle Bull (collectively known as "the Developer").

The objective, nature and effect of the draft VPA is for the developer to provide Council with a cash contribution of \$30,000 for each vacant housing lot created as a result of the future subdivision of the subject site. The contributions collected by Council will be expended on local and district infrastructure and facilities such as, but not necessarily limited to, cycleways, bus shelters, landscape and park embellishments and local road improvements to serve the needs of the community as a consequence of the development.

The agreement will only operate if and when Council grants development approval(s) for the proposed development of the site. The agreement excludes the application of section 94A and section 94 of the Environmental Planning and Assessment Act 1979 to the proposed development of the site.

Post Exhibition Amendments to the draft VPA and Explanatory Note

Some minor text amendments have been proposed to the draft VPA. The amendments include updating of dates, correction to the postcode for Windsor and insertion of provisions for affixing Council's Seal. A 'tracked changes' version of the amendments to the draft VPA is provided in Attachment 1 of this report.

Also within Attachment 1 is an updated Explanatory Note which is to accompany the VPA. In addition to re-formatting of the Explanatory Note amendments to the document have been the deletion, where appearing, of the word "draft" and updating of the document's date.

Conformance to the Hawkesbury Community Strategic Plan

Council's consideration and approval of the Voluntary Planning Agreement would be consistent with the Our Future Focus Area Direction Statement:

- Shaping our Growth - Respond proactively to planning and the development of the right local infrastructure.

and is also consistent with implementing the nominated strategies in the CSP being:

- Growth and change in the Hawkesbury will be identified, planned for and valued by the community.
- The diverse housing needs of our community will be met through research, active partnerships and planned development.
- Plan for a balance of agriculture, natural environment and housing that delivers viable rural production and maintains rural character.

Financial Implications

The per residential lot contribution in accordance with the provisions of the VPA is to be provided by the Developer via the future subdivision of the subject site.

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Planning Decision

As this matter is covered by the definition of a "planning decision" under Section 375A of the Local Government Act 1993, details of those Councillors supporting or opposing a decision on the matter must be recorded in a register. For this purpose a division must be called when a motion in relation to the matter is put to the meeting. This will enable the names of those Councillors voting for or against the motion to be recorded in the minutes of the meeting and subsequently included in the required register.

RECOMMENDATION:

That:

1. The Voluntary Planning Agreement and Explanatory Note for Lots 431 and 432 DP 1189536, 431 and 431A Greggs Road, Kurrajong attached as Attachment 1 to this report, be endorsed by Council.
2. Delegation be given to the General Manager to make any necessary minor wording and formatting changes to the Voluntary Planning Agreement prior to execution, provided that these minor changes do not alter the intent of the Voluntary Planning Agreement.
3. The Voluntary Planning Agreement to be executed under the Seal of Council.

ATTACHMENTS:

- AT - 1** Copy of Amended Voluntary Planning Agreement and Explanatory Note for Lots 431 and 432 DP 1189536, 431 and 431A Greggs Road, Kurrajong

AT - 1 Copy of Amended Voluntary Planning Agreement and Amended Explanatory Note for

Lots 431 and 432 DP 1189536, 431 and 431A Greggs Road, Kurrajong

Hawkesbury City Council

AND

Mark and Jenelle Bull

Voluntary Planning
Agreement

431 and 431A
Greggs Road,
Kurrajong

| ~~September 2016~~ April 2017



Hawkesbury City Council

ORDINARY MEETING

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Voluntary Planning Agreement
431 and 431A Greggs Road, Kurrajong

THIS PLANNING AGREEMENT is made on theday of2017¹⁶

BETWEEN:

Parties

HAWKESBURY CITY COUNCIL ("the Council")

AND:

Mark and Jenelle Bull ("the Developer")

Introduction

- A. The Developer is the registered proprietor of the Development Land.
- B. On 18 March 2015 the Council lodged a planning proposal with the Department of Planning and Environment to amend the *Hawkesbury Local Environmental Plan 2012* Lot Size Map to facilitate subdivision of the Development Land to create eight (8) lots.
- C. The Developer proposes to make a Development Application to Council for Development Approval to carry out the Proposed Development if the Lot Size Map for the Development Land is altered generally in accordance with the planning proposal.
- D. The Developer has offered to provide the Developer's Contribution on the terms and conditions contained in this Agreement if Development Approval is granted to the Proposed Development.

And it is agreed as follows

1. Definitions and Interpretation

In this agreement the following words and letters have the meanings set out below:

- 1.1 "**Act**" means the *Environmental Planning and Assessment Act 1979* (NSW) (as amended from time to time).
- 1.2 "**Approval**" means any approvals consents, modifications, certificates (of all types) permits, endorsements, licenses, conditions or requirements (and any variation to them) which may be required by Law for the Proposed Development.
- 1.3 "**Authority**" means a government, semi-government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body, commission, department, agency, tribunal or other authority or body.
- 1.4 "**Base CPI**" means the CPI number for the quarter ending immediately before the commencement of this Agreement.
- 1.5 "**Business Day**" means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act and thing is to be performed or a payment is to be made.
- 1.6 "**Cash Contribution**" means, subject to clauses 3, 6, 7 and 8 an amount calculated on the basis of \$30,000 per vacant Housing Lot.

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Voluntary Planning Agreement 431 and 431A Greggs Road, Kurrajong

- 1.7 **"Completion Certificate"** means the release of the subdivision, either in whole or in stages, to enable the lodgement to and issue of Housing Lot titles by the LPI.
- 1.8 **"CPI"** means the Consumer Price Index released by the Australian Bureau of Statistics for "Sydney - All Groups" or such other consumer price index that might replace it.
- 1.9 **"CPI Review Date"** means each quarterly anniversary of the date of this agreement.
- 1.10 **"Costs"** include costs, charges, fees, disbursements and expenses, including those incurred in connection with advisers.
- 1.11 **"Current CPI"** means the CPI number for the quarter ending immediately before the relevant CPI Review Date.
- 1.12 **"Developer's Contribution"** has the meaning given in clause 6.
- 1.13 **"Development Application"** means an application under Part 4 of the Act for Development Approval.
- 1.14 **"Development Approval"** means a development consent issued under the Act with respect to all or part of the Proposed Development.
- 1.15 **"Development Land"** means the land comprising Lots 431 and 432 DP 1189536 (Nos. 431 & 431A) Greggs Road Kurrajong.
- 1.16 **"Dispute"** in connection with this agreement means an argument, a controversy, a difference, a dispute including of opinion or interpretation.
- 1.17 **"Event of Insolvency"** means anyone or more of the following occurrences:
- (i) the Developer becomes bankrupt, is served with a bankruptcy notice or a bankruptcy petition, has committed an act of bankruptcy or has entered into an arrangement within and under the meaning of the *Bankruptcy Act 1976* (Cth); or
 - (ii) the Developer becomes subject to any order or declaration under the *Mental Health Act 2007* (NSW) or is otherwise incapable of managing his or her own affairs.
 - (iii) if the Developer is a company, if:
 - (a) a resolution is passed for the winding up or liquidation of that company;
 - (b) a liquidator, provisional liquidator, receiver, receiver manager, controller, controlling manager, administrator, voluntary administrator or official manager is appointed to the Developer or a resolution is passed for the purposes of placing that party in the control of an external administrator;
 - (c) it suspends payment of its debts or is unable to pay its debts including of money payable under this agreement or is deemed insolvent;
 - (d) it fails to or is taken as having failed to comply with a statutory demand under the *Corporations Act 2001* (Cth);
 - (e) if anything analogous or having substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction with respect to the Developer.

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Voluntary Planning Agreement 431 and 431A Greggs Road, Kurrajong

- 1.18 **"GST"** has the same meaning as the GST Act and other words or expressions used in the GST Act which have a particular defined meaning (including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning.
- 1.19 **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time).
- 1.20 **"Housing Lot"** means a lot approved by a Development Consent comprising part of the Development Land that is intended to be used for the purposes of a single dwelling house without being further subdivided.
- 1.21 **"Housing Lot Contribution"** means subject to Clauses 6, 7 and 8, cash to the value of \$30,000 per vacant Housing Lot arising from a Development Consent of the Development Land.
- 1.22 **"Law"** means:
- (i) the common law and principles of equity;
 - (ii) the requirements of legislation, regulations and by-laws; and
 - (iii) a binding order made by an Authority.
- 1.23 **"LPI"** means Land and Property Information or any other government agency replacing it.
- 1.24 **"Lot Size Map"** means the maps with a corresponding name and forming part of *Hawkesbury Local Environmental Plan 2012*.
- 1.25 **"Party"** means a party to this agreement, including their successors and assigns.
- 1.26 **"Proposed Development"** means the subdivision of the Development Land into not more than eight (8) Housing Lots.
- 1.27 **"Subdivision Certificate"** means a certificate issued under section 109C(d) of the Act with respect to the Proposed Development.
- 1.28 **"Transfer"** means to settle, assign, transfer, convey, alienate, otherwise dispose of or part with possession of.

2 Interpretation:

In this agreement unless the contrary intention appears:

- 2.1 One gender includes the opposite gender.
- 2.2 The singular includes the plural and the plural includes the singular.
- 2.3 A party includes that party's executors, administrators, successors, permitted assigns, permitted legal representatives and substitutes.
- 2.4 Dollars or \$ means Australia dollars and all money payable under this agreement is payable in that currency.
- 2.5 "Including" and similar expressions are not words of limitation.
- 2.6 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

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Voluntary Planning Agreement 431 and 431A Greggs Road, Kurrajong

- 2.7 Headings, any table of contents or index are for convenience only and do not affect interpretation of this agreement.
- 2.8 An explanatory note which relates to this agreement does not affect the interpretation of this agreement.
- 2.9 A provision of this agreement must not be construed to the disadvantage of a party merely because that party was responsible wholly or partly for the preparation of this agreement or the inclusion of a term or condition in this agreement.
- 2.10 If an act and thing must be done on a specific day which is not a business day, it must be done instead on the next business day.
- 2.11 A person means and includes a person, a body corporate, Authority, firm, body of persons, association, trust, joint venture or other legal commercial entity or undertaking recognized by law whether or not incorporated.

3 Planning Agreement

- 3.1 This agreement
 - 3.1.1 applies to the Development Land;
 - 3.1.2 is a planning agreement within the meaning set out in section 93F of the Act;
 - 3.1.3 is to be registered on the title of the Development Land under section 93H of the Act;
 - 3.1.4 is not a confidential document and may be exhibited without restriction by either party.
- 3.2 Subject to clause 3.3, this agreement operates from the date it is executed.
- 3.3 Clause 6 of this agreement will only operate if and when Council grants Development Approval (or Development Approvals as the case may be) to the Proposed Development on the Development Land.

4 Application of s94 and s94A of the Act to the Development

- 4.1 This agreement excludes the application of section 94A and section 94 of the Act to the Proposed Development.
- 4.2 Notwithstanding Clause 4.1, should a section 94 Plan which applies to the land come into force prior to the issue of any development consent for subdivision of the land, this Agreement shall be terminated immediately and the adopted contribution rate within such section 94 Plan shall be applied in place of the Developer's Contribution cited within this Agreement.
- 4.3 Clause 4.2 does not allow the Council or the Developer to retrospectively apply a section 94 contribution for allotments for which development contributions have been paid in accordance with this Agreement.
- 4.4 Subject to Clause 15 should this Agreement be terminated in accordance with clause 16, section 94A or section 94 of the Act, whichever is applicable, will apply to the Proposed Development.

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Voluntary Planning Agreement 431 and 431A Greggs Road, Kurrajong

5 Registration of this Agreement

- 5.1 Within 30 days from the commencement of this Agreement the Developer must take all reasonable steps to procure the registration of the Agreement, in accordance with Section 93H of the Act on the relevant folios of the register held by the LPI pertaining to the Development Land.
- 5.2 The Council agrees:
- (a) to provide a release and discharge of this Agreement with respect to the Development Land or any lot created on subdivision of the Development Land on satisfaction by the Developer of the obligation to provide the Developer's Contribution: and
 - (b) to do all things reasonably necessary, including the execution of any documents, to enable the Developer to remove the notation of this Agreement on the relevant folios of the register, held by the LPI pertaining to the Land.
- 5.3 The Council acknowledges that the registration of this Agreement on the relevant folios of the register held by the LPI pertaining to the Development Land constitutes suitable means of enforcement of this Agreement for the purposes of s93F(3)(g) of the Act.

6 Developer's Contribution

- 6.1 Subject to the terms of this agreement, including clause 3.3, the Developer agrees to provide the Developer's Contribution, subject to clause 8, in the form of the Cash Contribution via a condition of Development Consent at the rate of \$30,000, subject to clause 8, for the creation of each vacant Housing Lot.
- 6.2 For the avoidance of doubt, the parties agree and acknowledge that the maximum Cash Contribution is calculated on the basis of \$30,000, subject to clause 8, per additional Housing Lot created by subdivision of the Development Land. The existing Development Land allotment does not attract a Cash Contribution through this Agreement by virtue of there being on the land prior to any additional subdivision one lawfully existing dwelling.

7 Calculation of Developer's Contributions

The Developer and Council acknowledge and agree that the Contribution will be calculated on the basis that not more than eight (8) Housing Lots can be achieved on the Development Land and the Developer will contribute cash to the value of the Cash Contribution for each of those vacant allotments.

8 CPI Adjustment of Developer's Contributions

On each CPI Review Date the Cash Contribution will be calculated as follows:

$$RAC_C = RAC_B \times \frac{\text{Current CPI}}{\text{Base CPI}}$$

Where:

RAC_B = The Housing Lot contribution at the commencement of this Agreement (i.e. \$ 30,000)

RAC_C = Adjusted Housing Lot Contribution at CPI review date.

ORDINARY MEETING

Meeting Date: 11 April 2017



Voluntary Planning Agreement 431 and 431A Greggs Road, Kurrajong

9 Payment of Cash Contribution

The Cash Contribution must be paid to Council, prior to the issue of the Subdivision Certificate, on a 'pro-rata' basis. The pro-rata payment calculation is to be based on the number of Housing Lots included in the Subdivision Certificate for the relevant stage.

10 G.S.T

- 10.1 Unless otherwise expressly stated all money or other sums payable or consideration to be provided under this agreement are exclusive of GST.
- 10.2 Despite Clause 6, to the extent that the Commissioner of Taxation, a Court or Tribunal determines that any supply made under or in connection with this agreement is a taxable supply, the GST exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST exclusive consideration is otherwise to be paid or provided and a valid Tax invoice is to be delivered to the recipient of the taxable supply and this clause will not merge on completion or termination of the agreement.

11 Dispute Resolution

11.1 Reference to Dispute

If a dispute arises between the Parties in relation to this Agreement, then the Parties must resolve that dispute in accordance with this clause.

11.2 Notice of Dispute

The Party wishing to commence the dispute resolution processes must notify the other Party in writing of:

- (a) the intent to invoke this clause;
- (b) the nature or subject matter of the dispute, including a summary of any efforts made to resolve the dispute other than by way of this clause; and
- (c) the outcomes which the notifying Party wishes to achieve (if practicable).

11.3 Representatives of Parties to Meet

- (a) The representatives of the Parties must promptly (and in any event within 15 Business Days of the written notice provided in accordance with clause 11.2 meet in good faith to attempt to resolve the notified dispute.
- (b) The Parties may, without limitation:
 - (i) resolve the dispute during the course of that meeting;
 - (ii) agree that further material, expert determination in accordance with clause 11.5 or consideration is needed to effectively resolve the dispute (in which event the Parties will, in good faith, agree to a timetable for resolution); and
 - (iii) agree that the Parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

ORDINARY MEETING

Meeting Date: 11 April 2017



Voluntary Planning Agreement
431 and 431A Greggs Road, Kurrajong

11.4 No party may constrain

If:

- (a) at least one meeting has been held in accordance with clause 11.3; and
- (b) the Parties have been unable to reach an outcome identified in clause 11.3; and
- (c) any of the Parties, acting in good faith, forms the view that the dispute is reasonably unlikely to be resolved in accordance with a process agreed under clause 11.3(b)(iii), then, that Party may, by 15 Business Days written notice to the other Party, terminate the dispute resolution process in respect of that dispute. The termination of the process set out in this clause does not of itself amount to a breach of this Agreement.

11.5 Expert Determination

- (a) If a Dispute arises between Parties to this Agreement, the Parties may agree to refer the Dispute to expert determination in Sydney, New South Wales administered by the Australian Commercial Dispute Centre (ACDC).
- (b) The expert determination will be conducted in accordance with the ACDC Rules for Expert Determination (Rules) in force at the date of this Agreement. The Rules set out the procedures to be adopted, the process of selection of the expert and the costs involved, including the Parties' respective responsibilities for the payment of the expert's costs and other costs of the expert determination.
- (c) The expert determination will be final and binding on the Parties.
- (d) This clause 11 survives termination of this Agreement.

11.6 Urgent Relief

At any time, a Party may, without inconsistency with anything in this clause 11, seek urgent interlocutory relief in respect of a dispute under this Agreement from any Court having jurisdiction.

12 Agreement of the Developer

12.1 The Developer warrants that it:

- 12.1.1 is the legal and beneficial owner of part of the Development Land;
- 12.1.2 will take all practicable steps and use best endeavours and do all acts and things required to procure:
 - 12.1.2.1 the execution of any documents necessary to effect registration of this agreement with LPI; and
 - 12.1.2.2 the production of the relevant certificates of title for the Development Land and the registration of this agreement at LPI on the title of the Development Land within 30 days of the date of the commencement of this agreement.

- 12.2 Council shall not be required to seal any sub-division plan made pursuant to the Development Approval unless and until this agreement has been registered at LPI on the title of the Development Land.

ORDINARY MEETING

Meeting Date: 11 April 2017



Voluntary Planning Agreement 431 and 431A Greggs Road, Kurrajong

13 Enforcement by any party

- (a) Without limiting any other remedies available to the Parties, this Agreement may be enforced by any Party in any court of competent jurisdiction.
- (b) Nothing in this Agreement prevents:
 - (i) a Party from bringing proceedings in a court of competent jurisdiction to enforce any aspect of this Agreement or any matter to which this Agreement relates, subject to compliance with clause 14; and
 - (ii) the Council from exercising any function under the Act or any other Act or law.

14 Assignment and dealings

14.1 The Developer is not to:

- 14.1.1 sell, transfer, mortgage or charge the Land, or
- 14.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed, to any person unless:
 - 14.1.3 the Developer has, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be sold, transferred, mortgaged or charged or the Developer's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
 - 14.1.4 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, mortgagee, charge, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
 - 14.1.5 the Developer is not in breach of this Deed, and
 - 14.1.6 the Council otherwise consents to the transfer, mortgage, charge, assignment or novation, such consent not to be unreasonably withheld.

14.2 Clause 14.1 does not apply in relation to any sale, transfer, mortgage or charge of the Land if this Deed is registered on the title to the Land at the time of the sale.

14.3.1 Upon the commencement of this Deed, the Council is deemed to have acquired, and the Developer is deemed to have granted, an equitable estate and interest in the Land for the purposes of section 74F(1) of the *Real Property Act 1900* (NSW) and consequently the Council has a sufficient interest in the Land to lodge and maintain with the Land and Property Management Authority a caveat notifying that interest.

14.3.2 The Developer consents to the Council lodging a caveat on the Land where this Deed is not registered on the title to the Land due to a breach by the Developer of its obligations.

ORDINARY MEETING

Meeting Date: 11 April 2017



Voluntary Planning Agreement 431 and 431A Greggs Road, Kurrajong

15 Release

When the Developer has satisfied all of the obligations imposed on it under this agreement in respect of that part of the Development Land for which a Subdivision Certificate has been issued and for which the Developer's Contribution has been delivered then the Council must promptly at the request and at the reasonable expense of the Developer do all acts and things necessary to remove this agreement from the title of that part of the Development Land.

16 Termination

16.1 This agreement may be terminated by the Council by written notice to the Developer if:

16.1.1 the Developer commits a breach of any of the terms and conditions of this agreement and fails to remedy such a breach within fourteen (14) days of receipt of a written notice (which specifies the breach and requires the Developer to remedy the breach) whereupon the date of such termination will be effective on the 15th day from receipt of such written notice; or

16.1.2 an Event of Insolvency occurs.

17 Review Procedures

The parties may agree to review this agreement in circumstances and in a manner determined by the parties. Any amendment, modification, supplement or replacement document which results from a review must be in writing, signed by the parties and registered at LPI under Section 93H of the Act.

18 Notices

18.1 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:

(a) Delivered or posted to that Party at its address set out below.

(b) Faxed to that Party at its fax number set out below.

ORDINARY MEETING

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Voluntary Planning Agreement 431 and 431A Greggs Road, Kurrajong

18.2 For the purposes of this clause the parties' contact details for service are:

The Developer

Mr Mark and Mrs Jenelle Bull

Address:

431 Greggs Road Kurrajong

Email: Mark.Bull@jemena.com.au

Telephone: 0402 060 438

Council

Address:

Hawkesbury City Council
Attention: General Manager
366 George Street,
WINDSOR NSW [25762756](tel:25762756)

Telephone: 4560 4444

Facsimile: 4587 7740

18.3 If a Party gives the other Party 3 business days notice of a change of its address or fax number, 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 or fax number.

18.4 Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, 2 business days after it is posted.
- (c) If it is 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.

18.5 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

19 Proper Law and Jurisdiction

This agreement is made and will be construed and governed in accordance with the Law of the State of NSW South Wales. Each party submits to the exclusive jurisdiction of each and every Court or Tribunal of the said State having jurisdiction to hear the matter submitted to it.

20 Severance

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. 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.

ORDINARY MEETING

Meeting Date: 11 April 2017



Voluntary Planning Agreement 431 and 431A Greggs Road, Kurrajong

21 Waiver

- 21.1 No failure on the part of a party to exercise and no delay in exercising and no cause of dealing with respect to, any condition and the rights, powers or remedies of that party under this agreement will impair any of those rights, powers or remedies, nor constitute a waiver of any of those rights, powers or remedies.
- 21.2 No single or partial exercise by a party of any condition and rights, powers or remedies under this agreement will preclude any other or further exercise of those or exercise of any other conditions rights or remedies.
- 21.3 Any condition and the rights, powers or remedies under or relating to this agreement are cumulative and will not exclude any other rights, powers or remedies under or relating to this agreement at Law.
- 21.4 No waiver of any of the conditions of this agreement will be effective unless in writing signed by the party against whom such waiver is sought to be enforced.
- 21.5 Any waiver of the conditions of this agreement will be effective only in the specific instance and for the specific purpose given and the waiver will not be deemed a waiver of such obligations or of any subsequent breach of the same or some other obligation.

22 Approvals and Consent

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. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

23 Entire Agreement

This agreement contains all the terms and conditions to which the parties have agreed on in relation to the matters which they have dealt with. No party can rely on an earlier document, anything said or done by another party, or omitted to be relied upon, said or done except as permitted by Law.

24 No Fetter

- 24.1 Nothing in the agreement is to be construed as requiring the Council to do anything
- 24.1.1 that would cause it to be in breach of any of its obligations at Law;
- 24.1.2 limiting or fettering in any way the exercise of any statutory discretion or duty; at Law; or
- 24.1.3 imposing any obligations to grant an Approval.

25 Representatives and Warranties

Each party agrees that it has the power and authority to enter into this Agreement and comply with its obligations and that entry into this agreement will not result in a breach of Law.

26 Costs

Each party must bear and pay its own costs of and incidental to the preparation and execution of this Agreement.

Page 11 of 13

ORDINARY MEETING

Meeting Date: 11 April 2017



Voluntary Planning Agreement
431 and 431A Greggs Road, Kurrajong

Executed as an agreement on

2017

Execution by Council

THE COMMON SEAL of HAWKESBURY)
CITY COUNCIL was hereunto affixed on the)
day of 2017 pursuant to a)
resolution passed on the day of)
2017 in the presence of:)

.....
- General Manager

.....
Cllr Mary Lyons-Buckett - Mayor

Signed by Hawkesbury City Council by its
authorised officer in the presence of:

Signature of witness

Signature of authorised officer

Name of witness

Authorised Officer's Name:
Signing on behalf of: Hawkesbury City
Council
Power of Attorney Book:
No:

Address of witness

Execution by Mark and Jenelle Bull

Signed by :

Signature of Mark Bull

Signature of Jenelle Bull

Print name

Print name

Hawkesbury City Council



Explanatory Note - Voluntary Planning Agreement

Lots 104 and 105 DP 1051618, 1442 and 1442A Kurmond Road, Kurmond

Explanatory Note

Draft Voluntary Planning Agreement

Lots 431 and 432 DP 1189536, 431 & 431A Greggs Road Kurrajong

This Explanatory Note has been prepared in accordance with clause 25E of *Environmental Planning and Assessment Regulation 2000* (the Regulation).

The purpose of this Explanatory Note is to provide a plain English summary to support the notification, in accordance with section 93G of the *Environmental Planning and Assessment Act 1979* (the Act), of a **draft** Voluntary Planning Agreement (**draft**-VPA) under section 93F of the Act.

This Explanatory Note is not to be used to assist in construing the **draft**-VPA.

The Parties

The Parties subject to this **draft**-VPA are as follows:

Hawkesbury City Council (ABN 54 659 038 834) ("Council")
Mark Bull and Jenelle Bull (collectively known as "the Developer")

Description of Subject Land

This **draft**-VPA applies to Lots 431 and 432 DP 1189536, 431 & 431A Greggs Road Kurrajong.

Summary of objectives, nature and effect of the Planning Agreement

The **draft**-VPA is complementary to a proposed amendment to Hawkesbury Local Environmental Plan 2012 which will enable the subdivision of the site into not more than eight Housing lots.

The objective, nature and effect of the **draft**-VPA is for the Developer to provide Council with a cash contribution of \$30,000 for each vacant Housing lot created. This amount is to be paid and is subject to consumer price index adjustment as per clauses 3, 6, 7 and 8 of the **draft**-VPA. It is anticipated that contributions collected by Council will be expended on local and district infrastructure and facilities such as, but not necessarily limited to, cycleways, bus shelters, landscape and park

366 George Street (PO Box 146) Windsor NSW 2756 | Phone: (02) 4560 4444 | Facsimile: (02) 4587 7740 | DX: 8601 Windsor
Hours: Monday to Friday 8:30am - 5pm | Email: council@hawkesbury.nsw.gov.au | Website: www.hawkesbury.nsw.gov.au



Interpreter Service 131 450

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embellishments and local road improvements to serve the needs of the community as a consequence of the development.

The agreement will only operate if and when Council grants development approval(s) to the proposed development of the site. The agreement excludes the application of section 94A and section 94 of the Act to the proposed development of the site.

Assessment of the merits of the Planning Agreement

The merits of the ~~draft~~-VPA are that it will provide Council with cash contributions to provide local and district infrastructure and facilities which are required by the community as a consequence of the development.

The ~~draft~~-VPA will have a positive impact on the public in that it will enable the provision of local and district infrastructure and facilities and for the orderly and economic development of the subject land.

How does the Planning Agreement promote the public interest and one or more of the objects of the *Environmental Planning and Assessment Act 1979*?

The ~~draft~~-VPA promotes the public interest by ensuring that cash contributions are made for the provision of local and district infrastructure and facilities which are required by the community as a consequence of the development.

The ~~draft~~-VPA promotes the following objects of the Act through the provision of cash contributions to be used for the provision of local and district infrastructure and facilities:

- To encourage the proper management, development and conservation of natural and artificial resources, including agricultural land, natural areas, forests, minerals, water, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment (Section 5(a)(i))
- To encourage the promotion and co-ordination of the orderly and economic use and development of land (Section 5(a)(ii))
- To encourage the provision and co-ordination of community services and facilities (Section 5(a)(v))

How does the Planning Agreement promote the objects of the *Local Government Act 1993*?

By requiring the payment of cash contributions, the ~~draft~~-VPA provides Council with the ability to provide local and district infrastructure and facilities appropriate to the needs of the incoming

Hawkesbury City Council



community and also provides Council with a role in the management, improvement and development of resources in the area.

In this way, the ~~draft~~-VPA promotes the purposes set out in section 7(e) of the *Local Government Act 1993*.

How does the Planning Agreement promote the Principles for local government under Chapter 3 of the *Local Government Act 1993*?

The ~~draft~~-VPA makes provisions for Council to receive cash contributions that can be used for the provision of local and district infrastructure and facilities, hence the ~~draft~~-VPA promotes the following elements of Principles for local government under Chapter 3 Sections 8A and 8B of the *Local Government Act 1993*:

- 8A (1) (f) Councils should manage lands and other assets so that current and future local community needs can be met in an affordable way
- 8A (1) (g) Councils should work with others to secure appropriate services for local community needs
- 8A (1) (h) Councils should act fairly, ethically and without bias in the interests of the local community
- 8A (2) (b) Councils should consider social justice principles
- 8A (2) (c) Councils should consider the long term and cumulative effects of actions on future generations
- 8B (d) Councils should have regard to achieving intergenerational equity, including ensuring the following: (i) policy decisions are made after considering their financial effects on future generations

Hawkesbury City Council



What are the planning purposes served by the Planning Agreement?

The planning purpose of the [draft](#)-VPA is to enable the collection of contributions that can be used for the delivery of local and district infrastructure and facilities required as a result of the proposed development.

The agreement will only operate if and when Council grants development approval(s) to the proposed development of the site. If the proposed development does occur then the planning purpose will be achieved. If the proposed development does not occur the planning purpose will not be achieved nor will it be required.

Does the Planning Agreement conform with Council's Capital Works Program?

It is anticipated that the contributions collected will be used to provide local and district infrastructure and facilities that are supplementary and consistent with Council's current capital work program.

Does the agreement specify certain requirements of the agreement must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued?

Yes, clause 9 of the [draft](#)-VPA states:

The Cash Contribution must be paid to Council, prior to the issue of the Subdivision Certificate, on a 'pro-rata' basis. The pro-rata payment calculation is to be based on the number of Housing Lots included in the Subdivision Certificate for the relevant stage.

[21-December-2016](#) [11-April-2017](#)

ORDINARY MEETING

Meeting Date: 11 April 2017

Item: 71 **CP - Planning Proposal to Amend Hawkesbury Local Environmental Plan 2012 - Lot 1 DP 120436, 631 Bells Line of Road, Kurrajong - (124414, 95498)**

Previous Item: 69, Ordinary (15 May 2015)
 NM, Ordinary (8 September 2015)

Applicant Name:	Urban & Rural Planning Consultant
Planning Proposal No:	LEP006/14
Property Address:	631 Bells Line of Road, Kurrajong
Owner/(s):	Mr W J Karam
Date Received:	23 December 2014
Public Exhibition:	27 January 2017 - 13 February 2017
Community Submissions:	Six
Government Agency Responses:	Five responses (with no objections)

Recommendation: Council proceed with the making of the LEP amendment and advise the applicant to prepare a draft Voluntary Planning Agreement for Council's consideration prior to placing the draft Voluntary Planning Agreement on public exhibition.

REPORT:

Executive Summary

On 12 May 2015, Council considered a report regarding a planning proposal submitted by Urban & Rural Planning Consultant (the applicant), seeking an amendment to Hawkesbury Local Environmental Plan 2012 (the LEP) in order to permit the subdivision of Lot 1 DP 120436, 631 Bells Line of Road, Kurrajong (the subject site) into 10 large residential lots with minimum lot sizes of 4,000m² and 1ha and one road lot.

At its Ordinary Meeting on 12 May 2015, Council resolved not to support the planning proposal.

In July 2015, Council received a written request from the applicant on behalf of the owner of the subject site to reconsider this matter.

On 8 September 2015, Council considered a notice of motion to rescind the Council's resolution of 12 May 2015. The resolution from that meeting rescinded the Council's resolution of 12 May 2015 and resolved to support the preparation of a planning proposal for the subject site to amend the LEP to permit minimum lot sizes of not less than 4,000m² and 1ha on the subject site.

In September 2015, the planning proposal was forwarded to the Department of Planning and Environment (DP & E) in accordance with Council's resolution of 8 September 2015. In December 2015 Council received a "Gateway" determination from the DP & E advising to proceed with the planning proposal.

The purpose of this report is to advise Council of the outcome of the public authority and community consultation on the planning proposal.

Based on the outcome of consultation and further consideration of the matter, it is recommended that Council proceed with the making of a LEP that gives effect to the planning proposal.

Consultation

The planning proposal and supporting documentation was publically exhibited for the period Friday, 27 January 2017 to Monday, 13 February 2017 in accordance with the relevant statutory and "Gateway" determination requirements. An exhibition notice was placed in the Hawkesbury Courier on 26 January 2017 and correspondence was sent to adjoining and nearby landowners and occupiers advising of the public exhibition of the planning proposal. The planning proposal and supporting documentation was made available for public viewing during the exhibition period on Council's website and at Council's Administration Office.

Council received six submissions from the community during the exhibition period. All of the submissions raised issues mainly relating to the access arrangements to the subject site. One submission was in support of the planning proposal, two against and the other three submissions were in neither support nor in objection, but they raised certain issues. The issues raised in the submissions and subsequent comments from the Council Officer are outlined in Attachment 2 of this report.

Background

On 31 March 2015, Council considered a report on the proposed large lot residential/rural-residential development within an approximately one kilometre radius of Kurrajong and Kurmond neighbourhood centres and resolved to adopt an investigation area to enable structure planning and development contributions planning for the purposes of large lot residential / rural-residential within Kurrajong and Kurmond. The subject site is located within the Kurrajong and Kurmond Investigation Area (the Investigation Area) referred to in this report as shown in Figure 1 below.

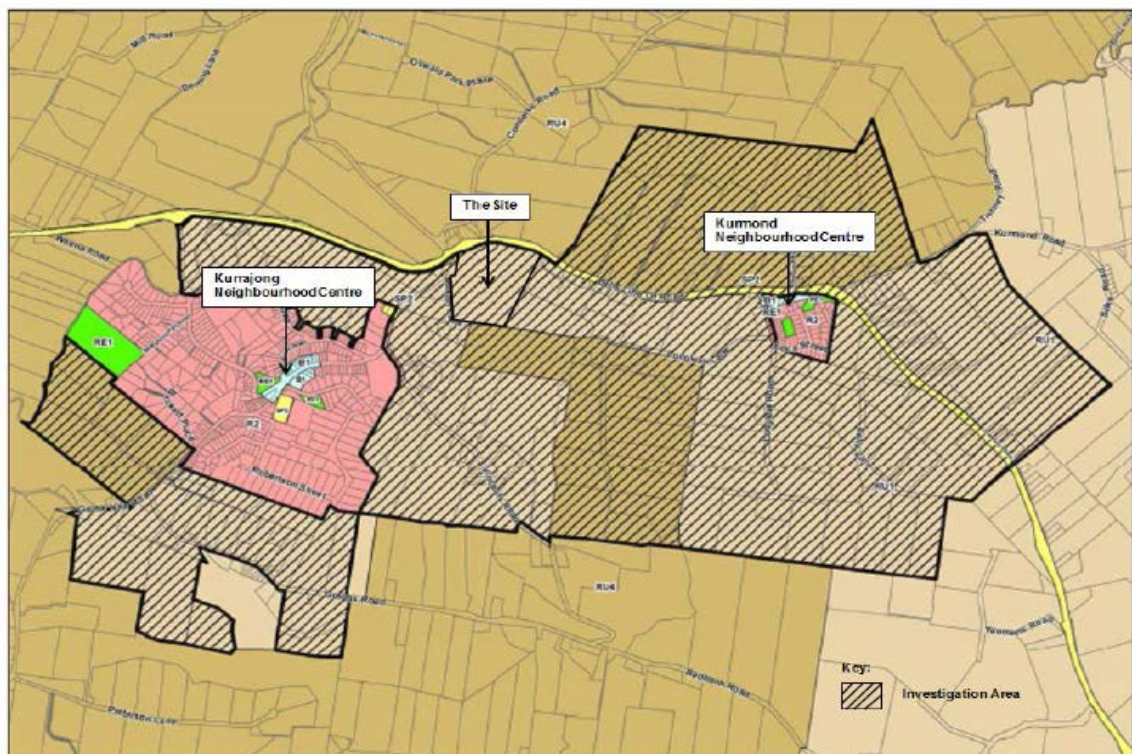


Figure 1: Kurrajong and Kurmond Investigation Area

ORDINARY MEETING

Meeting Date: 11 April 2017

In December 2014, Council received a planning proposal from the applicant seeking an amendment to the LEP in order to permit the subdivision of the subject site into 11 lots with proposed Lot 1 being the future access road that provides access to the proposed 10 large residential lots (Lot 2 - Lot 11) with two different minimum lot sizes of 4,000m² and 1ha as shown in Figure 2 below.

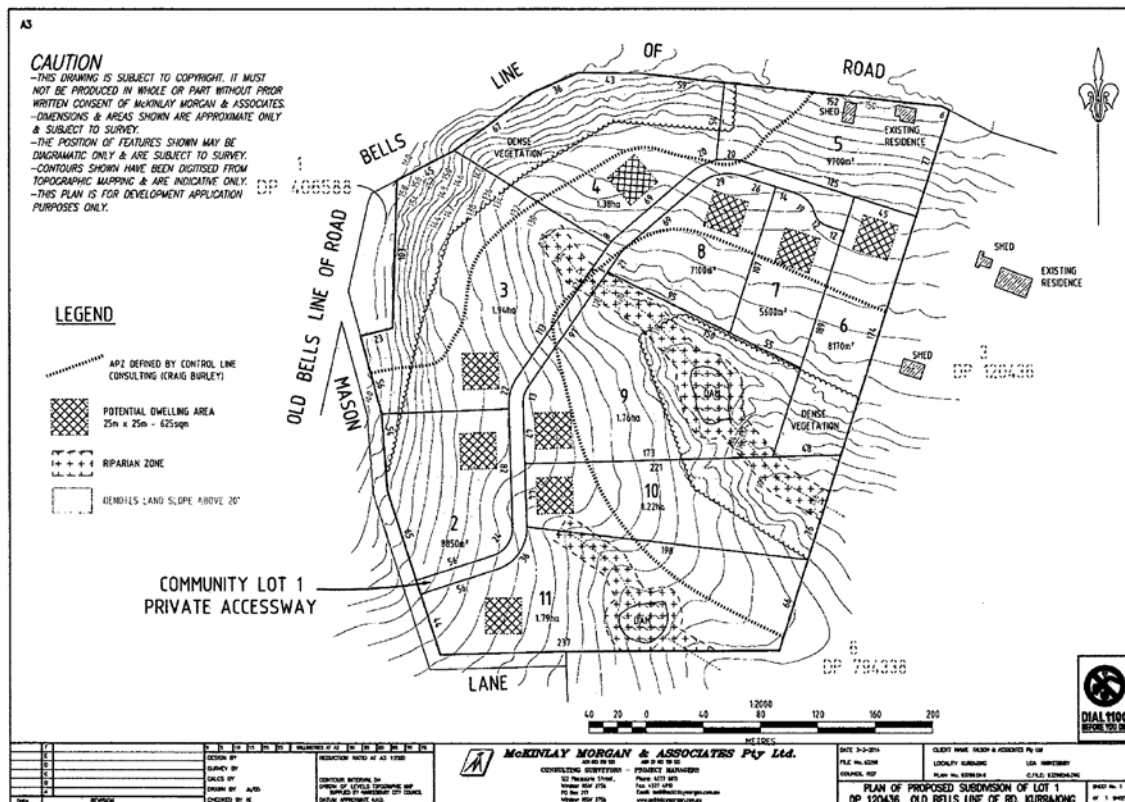


Figure 2: Concept Subdivision Plan

On 12 May 2015, Council considered a report on this matter with a recommendation to support the preparation of a planning proposal for the subject site to amend the Lot Size Map of the LEP to permit minimum lot sizes of not less than 4,000m² and 1ha on the subject site and resolved not to support the planning proposal.

In July 2015, Council received a written request from the applicant on behalf of the owner of the subject site to reconsider this matter.

Following receipt of the applicant's request, a notice of rescission motion to rescind the previous Council resolution, and in the event of the motion was successful, the following substantive motion, which adopted the Council Officer's recommendation to the meeting of 12 May 2015 in respect of the planning proposal were put forwarded for Council's consideration at its meeting of 8 September 2015.

The resolution of 8 September 2015, following support of the rescission motion, was as follows:

That:

- "1. Council support the preparation of a planning proposal for Lot 1 DP 120436, 631 Bells Line of Road, Kurrajong to amend the Lot Size Map of Hawkesbury Local Environmental Plan 2012 to permit minimum lot sizes of not less than 4,000m² and 1ha on the land as shown in Attachment 1 to this report.

ORDINARY MEETING

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2. *Council does not endorse any proposed subdivision layout/plan submitted with the planning proposal as this will need to be subject to a development application should the planning proposal result in making the plan.*
3. *The planning proposal be forwarded to the Department of Planning and Environment for a "Gateway" determination.*
4. *The Department of Planning and Environment be advised that Council wishes to request a Written Authorisation to Exercise Delegation to make the Plan.*
5. *The Department of Planning and Environment and the applicant be advised that in addition to all other relevant planning considerations being addressed, final Council support for the proposal will only be given if Council is satisfied that satisfactory progress, either completion of the Section 94 Developer Contributions Plan or a Voluntary Planning Agreement, has been made towards resolving infrastructure provision for this planning proposal."*

By way of background, the following timeline provides an outline.

23 December 2014	Council received a planning proposal from the applicant seeking to amend the LEP in order to permit the subdivision of the subject site into 10 large community title lots with minimum lot sizes of 4,000m ² and 1ha and one road lot.
12 May 2015	Council considered a report on the matter and resolved not to support the planning proposal.
2 July 2015	Council received a written request from the applicant on behalf of the owner of the subject site to reconsider this matter.
8 September 2015	Council considered a motion to rescind the Council's resolution of 12 May 2015 and resolved to rescind that resolution and support the preparation of a planning proposal for the subject site.
18 September 2015	The planning proposal seeking a "Gateway" determination was forwarded to the DP&E.
16 December 2015	Council received a "Gateway" determination from the DP&E advising to proceed with the planning proposal.
16 February 2016	Council commenced consultation on the planning proposal with the relevant public agencies identified in the "Gateway" determination, including Transport for NSW - Roads and Maritime Services (RMS), NSW Office of Environment & Heritage (OEH) and the NSW Rural Fire Service (RFS).
4 May 2016	Council forwarded further correspondence to RFS and Endeavour Energy seeking comments on the planning proposal.
18 May 2016	The RFS advised Council that additional information was needed in order to enable an effective assessment of the planning proposal.
19 May 2016	Council advised the applicant that RFS required additional information on the proposed access arrangements to future lots on the subject site.
22 September 2016	Council received additional information from the applicant.
5 October 2016	Council forwarded additional information to RFS for further comments.
31 October 2016	The RFS advised Council that it had no objection to the planning proposal provided that future subdivision of the subject site complies with <i>Planning for Bushfire Protection 2006</i> .

ORDINARY MEETING

Meeting Date: 11 April 2017

27 January -
13 February 2017

Public exhibition of the planning proposal

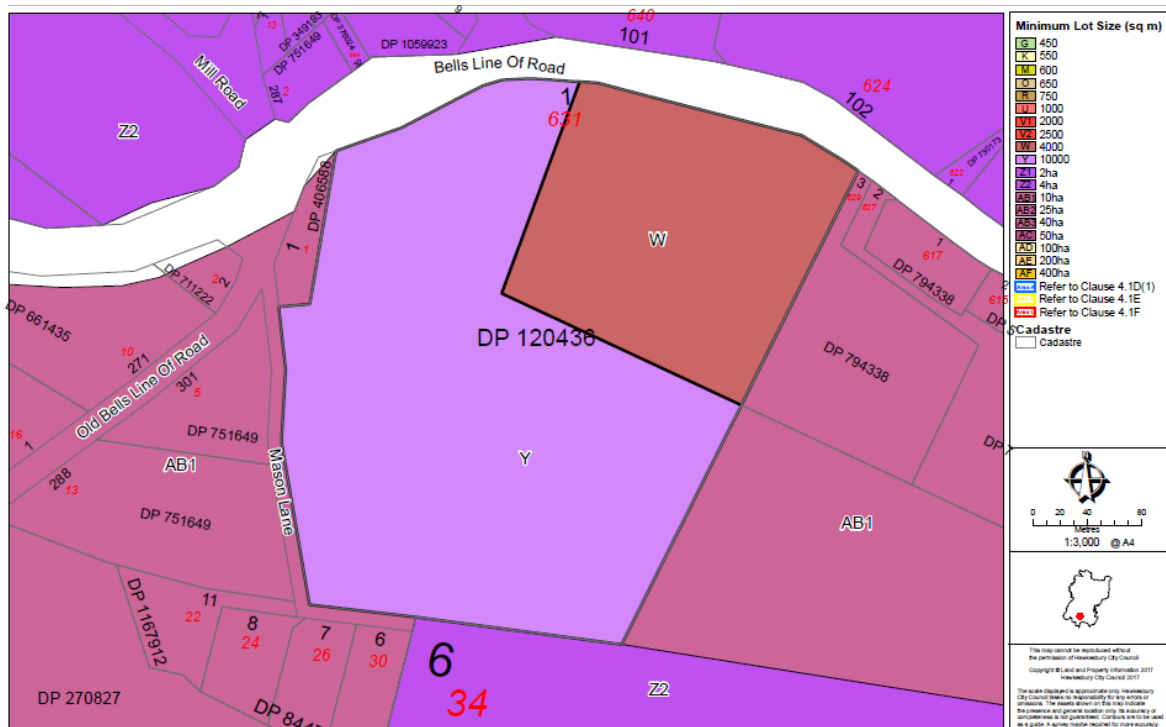
Explanation of Proposed LEP Amendment

An Amendment to Lot Size Map

The current minimum lot size for subdivision of the subject site is 10ha. The planning proposal sought to amend the Lot Size Map of the LEP in order to permit minimum lot sizes of not less than 4,000m² and 1ha on the subject site.

The steeper sloping part of the subject site with slopes in excess of 15% will, to varying degrees act as a constraint to the location and type of building, effluent disposal system, driveways and the provision of asset protection zones (APZs). The developable area is further restricted by two natural watercourses that traverse the subject site, existing vegetation and a 10m buffer zone requirement to the natural watercourses. Given these natural constraints of the subject site, a previous Council report dated 12 May 2015 recommended limiting the proposed 4,000m² lot size only to the north-eastern corner of the subject site, and 1ha lot size for the remainder of the subject site.

In line with the report recommendation, the planning proposal as exhibited sought an amendment to the Lot Size Map of the LEP to specify a 4,000m² lot size only for the north-eastern corner of the subject site, and 1ha lot size for the remainder of the subject site as shown as "W" and "Y" respectively in Figure 3 below.



Authorisation for Council to Exercise Delegation

The "Gateway" determination included authorisation for Council to exercise delegation to make this plan. Should Council resolve to proceed with the making of the plan this authorisation will allow Council to make a direct request to the Parliamentary Counsel's Office (PCO) to prepare a draft Local Environmental Plan to give effect to the planning proposal. Following receipt of an opinion from the PCO that the plan can be legally made, Council may then make the plan. Council delegated this plan making function to the General Manager by resolution on 11 December 2012.

ORDINARY MEETING

Meeting Date: 11 April 2017

Consultation with Public Authorities

In accordance with Section 56(2)(d) of the Environmental Planning and Assessment Act, 1979 (the EP & A Act) consultation was undertaken with the following six public agencies:

- Transport for NSW – NSW Roads and Maritime Services
- NSW Department of Industry
- Endeavour Energy
- Greater Sydney Local Land Services
- NSW Rural Fire Service
- NSW Office of Environment & Heritage

Council received responses from all agencies other than Endeavour Energy, but none of them objected to the making of the plan. Whilst the responses received from NSW Department of Industry and Greater Sydney Local Land Services raised no issues, the other responses raised certain issues. These issues and subsequent comments from the Council officer are outlined in Attachment 1 of this report.

It was noted that the RMS proposed road widening has not been included in the current Hawkesbury Local Environmental plan 2012 (the LEP) maps and therefore it is recommended to undertake a subsequent house-keeping amendment to the LEP Maps to identify part of the subject site affected by the RMS road widening proposal.

Council resolution 28 July 2015 regarding fundamental constraints to development

On 28 July 2015, Council resolved that current planning proposals within the Kurmond and Kurrajong Investigation Area only proceed to Gateway if the 'fundamental' development constraints have been addressed. In accordance with this Council resolution, an assessment against the fundamental constraints and associated recommendations that are relevant to this planning proposal has been undertaken and is shown below in Tables 1 and 2. These tables also provide comments regarding the proposal's compliance with the recommendation.

Table 1: Physical Environment

Factor	Degree of Constraint to Development	Recommendation
Terrestrial Biodiversity		
<i>Impact of development on threatened or endangered flora and fauna</i>	<i>Fundamental - Major</i>	<i>Legislation applies to threatened and endangered species. OEH concurrence may be required.</i> <i>Removal of significant vegetation is to be avoided.</i> <i>Fragmentation of significant vegetation is to be minimised.</i>
Comment: The subject site is partly cleared, and areas of dense native vegetation that occupy the northern and north-western slopes and along the central natural watercourse are not within the land area proposed for 4,000m ² minimum lots at the northern corner of the subject site. Further, the proposed 1ha minimum lot size for the remainder of the subject site area would be able to accommodate future dwellings, APZs and wastewater disposal areas with no adverse impacts on the existing vegetation. Given the presence of significant vegetation within the subject site, any future development applications would require the preparation of a flora and fauna report in accordance with Section 5A of the EP & A Act. This will provide Council a further opportunity to determine the likely impacts of the future development of the subject site on the existing vegetation.		

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Factor	Degree of Constraint to Development	Recommendation
Watercourses and Riparian Areas		
<i>Impact of development on watercourses and riparian areas</i>	<i>Fundamental - Major</i>	<p><i>Legislation applies to threatened and endangered species. OEH concurrence may be required.</i></p> <p><i>Building envelopes, APZs, driveways and roads (not including roads for the purposes of crossing watercourses) are to be located outside of riparian corridors.</i></p> <p><i>Road crossings of watercourses are to be minimised.</i></p> <p><i>Fragmentation of riparian areas is to be minimised.</i></p>
<p>Comment: A natural watercourse originates from the north-western slopes of the subject site and its riparian corridor, and a smaller watercourse running parallel to that watercourse and the associated riparian corridor are located outside of the land area proposed for 4,000m² lots shown in the exhibited proposed Lot Size Map. Therefore, any proposed lots not less than 1ha lots for the rest of the subject site would be able to accommodate building envelopes, APZs, driveways and any access roads outside the riparian corridors and minimise fragmentation the riparian corridors. Also, the proposed 1ha minimum lot size would be able to minimise road crossings of watercourses.</p>		
Dams		
<i>Impact of development on aquatic habitat. Proximity of dams to effluent disposal systems</i>	<i>Fundamental - Minor</i>	<p><i>Legislation applies to threatened and endangered species. OEH concurrence may be required.</i></p> <p><i>Removal of dams containing significant aquatic habitat is to be avoided. Minimum required buffer distances for effluent disposal systems is to be adhered to.</i></p>
<p>Comment: The two existing farm dams located within the area proposed for a minimum lot size of not less than 1ha shown in the exhibited proposed Lot Size Map are retained. The proposed lots not less than 1ha would be able to provide the required minimum buffer distance for any future effluent disposal systems within the subject site. If this plan is made, Council will be able to assess this matter further at the subdivision application stage.</p>		
Bushfire threat		
<i>Impact of the location and management of APZs and perimeter roads</i>	<i>Fundamental - Major</i>	<p><i>RFS concurrence may be required.</i></p> <p><i>Building construction and water supply is to comply with NSW Rural Fire Service's Planning for Bushfire Protection 2006, e.g. APZs and roads.</i></p>
<p>Comment: It is considered this matter can be satisfactorily dealt with at Development Application stage by way of referral to the RFS and appropriate conditions of consent.</p>		

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Factor	Degree of Constraint to Development	Recommendation
Aboriginal Heritage		
<i>Impact of development on Aboriginal heritage items</i>	<i>Fundamental - Moderate</i>	<i>National Parks and Wildlife Act 1974 applies Council and developers are also to consider relevant provisions of Heritage Act 1977 when preparing and considering development applications.</i>
Comment: No known aboriginal relics are located on the site. Further consideration can be given to this at Development Application stage.		
Land Contamination		
<i>Suitability of land to be developed given potential for land to be contaminated</i>	<i>Fundamental - Minor</i>	<i>Remediation action plans and validation may be required. Council and developers are to consider relevant provisions of State Environmental Planning Policy No 55 - Remediation of Land when preparing and considering development applications.</i>
Comment: There are no records to suggest that any activities have occurred on the subject site which would give rise to contamination or surface/groundwater pollution. If required, Council would be able to deal with this matter further at the Development Application stage.		
Acid Sulfate Soils		
<i>Impact of disturbance of acid sulfate soils on the environment and development</i>	<i>Fundamental to Minor</i>	<i>Development proposals and land class are to be assessed with respect to Clause 6.1 Acid Sulfate Soils of LEP 2012. Acid sulfate soils management plans required.</i>
Comment: The subject site is within the Acid Sulfate Soils Class 5 categorisation which is the least restrictive of the five classifications. Further consideration can be given to this matter at Development Application stage.		

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Table 2: Infrastructure and Services

Factor	Degree of Constraint to Development	Recommendation
<i>Road network</i>		
Capacity and safety of existing road network	Fundamental - Major	RMS concurrence may be required. Development contributions are to be levied for road improvements. Council and developers are to consider relevant provisions of State Environmental Planning Policy (Infrastructure) 2007 when preparing and considering development applications.
Comment: RMS did not request a development contribution for road improvements. Council officers are continuing discussions with RMS regarding the road network in the area. Given there is no plan/mechanism currently in place to require developer contributions for development within the Kurrajong and Kurmond Investigation Area that create increased demand on the existing infrastructure, this report recommends to prepare a draft VPA to support the exhibited planning proposal.		
<i>Wastewater</i>		
Capacity of land to cater for on-site effluent disposal	Fundamental	Sydney Water concurrence may be required. Developers are to demonstrate that waste water can be disposed of on site in an environmentally sensitive manner. Alternatively developers may provide reticulated sewer service to new lots in accordance with relevant licences and/or authority requirements. Clause 6.7 - Essential Services under LEP 2012 applies.
Comment: A preliminary Effluent Disposal Report received in support of the planning proposal demonstrated that waste water can be disposed of on-site in an environmentally sensitive manner.		
<i>Public Transport Services</i>		
Provision of bus service to cater for the needs of incoming population	Fundamental - Moderate	Transport NSW and RMS concurrence may be required. Possible levying of development contributions for bus services. Clause 6.7 - Essential Services under LEP 2012 applies.
Comment: RMS have not requested a development contribution for bus services. Council officers are continuing discussions with RMS and Transport for NSW regarding possible improvements to the existing public transport services within the area.		

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Factor	Degree of Constraint to Development	Recommendation
<i>Stormwater drainage</i>		
Quantity and quality of stormwater run-off entering watercourses	Fundamental - Moderate	Developers are to demonstrate that stormwater can be captured, treated and released in an environmentally sensitive manner. Possible levying of development contributions for stormwater purposes. Clause 6.7 - Essential Services under LEP 2012 applies.
Comment: It is considered this can be satisfactorily dealt with at Development Application stage by way of the assessment of drainage designs and conditions of consent.		
<i>Water supply</i>		
Provision of reticulated water supply to new lots	Fundamental - Moderate	Sydney Water concurrence may be required. A reticulated water service is to be provided to new lots by developers in accordance with relevant authority requirements. Clause 6.7 - Essential Services under LEP 2012 applies.
Comment: It is considered this can be satisfactorily dealt with at Development Application stage by way of conditions of consent.		
<i>Electricity</i>		
Provision of electricity service to new lots	Fundamental	Electricity provider concurrence may be required. Electricity services are to be provided to new lots by developers in accordance with relevant authority requirements. Clause 6.7 - Essential Services under LEP 2012 applies.
Comment: It is considered this can be satisfactorily dealt with at Development Application stage by way of conditions of consent.		

Section 94 Contributions or a Voluntary Planning Agreement

The planning proposal should be covered by a Section 94 Developer Contributions Plan (S94 Plan) or a VPA prior to finalisation and making of the plan. The current Hawkesbury Section 94 Plan does not apply to residential development in Kurrajong. Therefore, this report recommends the preparation of a draft VPA incorporating an appropriate monetary contribution for the additional lot created on the subject site by the applicant for Council's consideration prior to placing the draft VPA on public exhibition. The applicant's representative has advised that they have no objection to this recommendation.

Once a suitable draft VPA is prepared in consultation with Council staff, it will be reported to Council with a recommendation to exhibit the draft VPA for public comments for a minimum period of 28 days in accordance with the Environmental Planning and Assessment Regulation 2000.

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Conformance to the Hawkesbury Community Strategic Plan

Council's consideration and approval of the Voluntary Planning Agreement would be consistent with the Our Future Focus Area Direction Statement:

- Shaping our Growth - Respond proactively to planning and the development of the right local infrastructure.

and is also consistent with implementing the nominated strategies in the CSP being:

- Growth and change in the Hawkesbury will be identified, planned for and valued by the community.
- The diverse housing needs of our community will be met through research, active partnerships and planned development.
- Plan for a balance of agriculture, natural environment and housing that delivers viable rural production and maintains rural character.

Financial Implications

The applicant has paid the planning proposal application fees required by Council's Fees and Charges for the preparation of a Local Environmental Plan.

Conclusion

The consultation undertaken with the community and the relevant public authorities with respect to the planning proposal do not warrant any amendments to the exhibited planning proposal or the abandonment of the proposal.

It is recommended that Council proceed with the making of the LEP under the authorisation for Council to exercise delegation issued by the "Gateway" determination and advise the applicant to prepare a draft VPA as part of the planning proposal in consultation with Council Officers for Council's consideration.

Planning Decision

As this matter is covered by the definition of a "planning decision" under Section 375A of the Local Government Act 1993, details of those Councillors supporting or opposing a decision on the matter must be recorded in a register. For this purpose a division must be called when a motion in relation to the matter is put to the meeting. This will enable the names of those Councillors voting for or against the motion to be recorded in the minutes of the meeting and subsequently included in the required register.

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RECOMMENDATION:

That Council:

1. Proceed with the making of the plan to amend the Lot Size Map of the Hawkesbury Local Environmental Plan 2012 in relation to Lot 1, DP 120436, 631 Bells Line of Road, Kurrajong, to permit a minimum lot size of not less than 4,000m² for the north-eastern corner of the subject site and a 1ha lot size for the remainder of the subject site as shown in Figure 3 of this report.
2. Request that the Parliamentary Counsel's Office prepare a draft Local Environmental Plan to give effect to the planning proposal in accordance with Section 59(1) of the Environmental *Planning and Assessment Act, 1979*.
3. Adopt and make the draft Local Environmental Plan, under the authorisation for Council to exercise delegation issued by the "Gateway" determination, upon receipt of an opinion from Parliamentary Counsel's Office that the Plan can be legally made.
4. Advise the applicant to prepare a draft Voluntary Planning Agreement incorporating an appropriate monetary contribution for the additional lot created on the subject site for Council's consideration prior to placing the draft Voluntary Planning Agreement on public exhibition.
5. Following the making of the plan advise the Department of Planning and Environment that the Plan has been made and request to notify the Plan on the NSW Legislation website.
6. Undertake a subsequent house-keeping amendment to Hawkesbury Local Environmental 2012 maps to identify part of the subject site affected by the Roads & Maritime Services future road widening proposal.

ATTACHMENTS:

AT - 1 Government Agency Submissions and Council Officer Responses

AT - 2 Public Submissions and Council Officer Responses

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AT - 1 Government Agency Submissions and Council Officer Responses

Agency	Issue	Council Officer Response
Roads & Maritime Services (RMS)	<p><u>Delay the Plan Making Process</u></p> <p>The RMS recommended delaying the plan making process until the completion of a suitable developer contribution/funding mechanism for the Investigation Area.</p> <p>Notwithstanding the above, if Council support the plan making process in its current form, the RMS raises no objection to the planning proposal provided that the issues raised in the RMS response are addressed.</p>	<p>Council at its Ordinary Meeting of 10 November 2015 resolved to agree to enter into negotiations for Voluntary Planning Agreements (VPAs) in the Kurrajong/Kurmond Investigation Area in the absence of an adopted Section 94 developer contributions plan.</p> <p>The preparation of a S94 Plan has commenced, but the completion of that Plan is not expected to be completed in the short term. Given the above Council Resolution and that there is no set timeframe for the completion of the S94 Plan, a Council request for the applicant to prepare a draft VPA incorporating an appropriate monetary contribution per additional lot created on the subject site acceptable to Council (e.g. \$30,000 per additional lot) to support the planning proposal is warranted.</p> <p>The other issues raised in the RMS response and subsequent comments from the Council Officer are outlined below.</p>
	<p><u>Vehicular Access</u></p> <p>The RMS raised no objection to the planning proposal, subject to all future vehicular access to the subject site being from Mason Lane and Old Bells Line of Road only. A direct access to Bells Line of Road is to be prevented and the existing access from Bells Line of Road to the subject site shall be closed.</p>	<p>If this plan is made, any future Development Applications for the subject site will be referred to the RMS for comment.</p>
	<p><u>Proposed Road Widening</u></p> <p>Part of the subject site is affected by the future widening of Bells Line of Road by RMS as shown in Enclosure 1 Proposed Road Widening of this Attachment and any future subdivision layout must show part of the subject site affected by the proposed road widening as a separate lot.</p>	<p>If this plan is made, the applicant will need to lodge a Development Application seeking approval for the subdivision of the subject site. The applicant will be advised to show that part of the subject site identified for future road widening shown in Enclosure 1 Proposed Road Widening of this Attachment as a separate lot in the proposed subdivision plan for the subject site. This will enable Council to impose a condition of consent for the Development Application ensuring that lot is reserved for future road widening purposes.</p> <p>It was noted that the RMS proposed road widening has not been included in the current <i>Hawkesbury Local Environmental Plan 2012</i> (the LEP) maps and therefore it is recommended to undertake a subsequent house-keeping amendment to the LEP Maps to identify part of the subject site affected by the RMS road widening proposal.</p>

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Agency	Issue	Council Officer Response
RMS	<p><u>Emergency Access</u></p> <p>The RMS raised no objection to the proposed fire trail off Bells Line of Road for emergency access to the subject site, provided that any future Development Applications involving the fire trail access works being referred to RMS for review and concurrence in accordance with Section 138 of the <i>Roads Act, 1993</i>.</p> <p>The use of the fire trail needs to be restricted for fire emergency vehicles only, and the applicant would need to investigate and implement appropriate measures to restrict access to emergency vehicles only.</p>	<p>If this plan is made, any future Development Applications involving the proposed emergency access to the subject site will be referred to the RMS for comment. In addition, Council would be able to impose an appropriate condition on development consent for future Development Applications involving any emergency access to the subject site requiring appropriate measures in place to restrict this access to emergency vehicles only.</p>
	<p><u>Lot Yield</u></p> <p>Given the subject site has an area of 12.55ha, it has potential to yield up to approximately 30 lots with the proposed minimum lot size of 4,000m². Any traffic impact study prepared for the Kurmond and Kurrabung Investigation Area should be based on the maximum yield. Assuming lower end yields may underestimate the potential traffic impacts.</p>	<p>According to Council's slope mapping, there are areas of land covered with dense vegetation along the northern and western boundaries and two watercourses that have a slope greater than 25%. As shown in Enclosure 2 of this Attachment, approximately 45% is open grass land area with some scattered trees shown in red and cross-hatched and is generally less than 15% in slope. As the Hawkesbury Residential Land Strategy (HRLS) recognises slopes greater than 15% act as a constraint to development, future development of the subject site for residential purposes would need to be limited only to the land area with slopes less than 15%.</p> <p>The steeper sloping part of the subject site will, to varying degrees, act as a constraint to the location and type of dwelling, effluent disposal system, and driveways. The previous Council report (dated 12 May 2015) containing a site constraints and opportunities analysis revealed that the subject site may not be able to yield 10 lots as shown on the concept subdivision plan contained in the planning proposal. Given these circumstances, the exhibited planning proposal limited the proposed 4,000m² lot size only to the north-eastern corner of the subject site and the remainder of the site area for large lots with a minimum lot size of 1ha as shown in Figure 3 in this report.</p> <p>Council is currently finalising a detailed constraints and opportunities analysis within the Investigation Area that will enable Council to obtain a more realistic estimate of dwelling yield within the Investigation Area and to assess the likely impact of the increased dwelling yield on the existing road and transport infrastructure and traffic movements within the area in close consultation with the RMS.</p>

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Agency	Issue	Council Officer Response
RMS	<p><u>Site Specific Development Control Plan</u></p> <p>A site specific development control plan should be prepared for the subject site to ensure the future subdivision and access road layout provides all vehicular access to the subject site via the local roads (Mason Lane/Old Bells Line of Road).</p>	<p>Given the scale and nature of the proposed development of the subject site which has the potential to yield no more than 10 lots on the subject site does not warrant the preparation of a site specific Development Control Plan .</p> <p>The proposed amendments to the LEP contained in the planning proposal and the existing provisions in the LEP and the Hawkesbury Development Control Plan 2002 (the DCP) are considered adequate to control future development of the subject site for residential purposes. It should also be noted that a major review of the DCP is currently being undertaken by Council, and if required additional development controls can be inserted into the DCP to enable the orderly and economic development of the subject site with no adverse impacts on the existing traffic movements in the locality and the local amenity.</p>
	<p><u>Sustainable Modes of Travel</u></p> <p>The RMS strongly supports development which will reduce car dependency and increase use of sustainable modes of travel including the use of buses, bicycles and walking. It is therefore recommended that the planning proposal supports, to the greatest extent possible, the aims and objectives of NSW Long Term Master Plan and supporting modal plans; Sydney's Cycling Future, Sydney's Walking Future, and Sydney's Bus Future.</p>	<p>The HRLS requires that any rural land subject to a planning proposal enabling rural housing should be within a 1km radius of a rural village or neighbourhood centre identified in the HRLS. This is to enable sustainable development with reasonable access to the required infrastructure and services including sustainable modes of transport. It is therefore considered that this locational criterion is generally consistent with the RMS suggested sustainable travel modes and aims and objectives of NSW Long Term Master Plan and supporting modal plans.</p>

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Agency	Issue	Council Officer Response
Office of Environment & Heritage (OEH)	<p><u>Biodiversity Assessment</u></p> <p>The Ecological Investigations Report prepared by UBM Ecological Consultants (UBM Report) stated that the native vegetation community on site is Moist Shale Woodland (MSW). However, MSW is not known to occur in Hawkesbury Local Government Area, and it is more likely to be Western Sydney Dry Rainforest and/or Sydney Turpentine-Ironbark Forest.</p> <p>However, regardless of the type of vegetation community found on the subject site, it is most likely an endangered or critically endangered ecological community.</p> <p>There are a number of threatened fauna species that aren't discussed in the UBM Report which have the potential to occur on site, based on recent records of these species in the vicinity of the site. It appeared that the UBM Consultants did not undertake a search of the Atlas of NSW Wildlife prior to surveys being conducted. Such a search is a standard practice and is accordance with OEH's draft Threatened Biodiversity Survey and Assessment Guidelines (2004).</p> <p>It is recommended that the UBM Report be updated to address the issues raised in the OEH response.</p>	<p>The UBM Report revealed that an endangered ecological community was found on the subject site. The planning proposal is only to amend to the Lot Size Map of the LEP to facilitate 4,000m² and 1ha lots on the subject site.</p> <p>If this plan is made, a Development Application for the subdivision of the subject site needs to be lodged with Council. Given the presence of an endangered ecological community within the subject site, the applicant will need to submit a flora and fauna report in accordance with Section 5A of the EP & A Act, and Council would be able to request the applicant to submit an updated flora and fauna report in support of the Development Application addressing all the issues raised in the OEH submission. Council will refer the Development Application to OEH for comments.</p>
	<p><u>Lot Yield</u></p> <p>Whilst the concept plan showing 11 lots in varying sizes on the subject site did not form part of the planning proposal, the proposed Lot Size Map appears to facilitate this subdivision concept plan.</p>	<p>The exhibited proposed Lot Size Map of the LEP restricts the proposed minimum lot size of not less than 4,000m² only for the north-eastern corner of the subject site and specifies a minimum lot size of not less than 1ha for the remainder of the subject site.</p> <p>Given the significant slope constraints, existing vegetation, two dams, two natural watercourses, riparian corridors, APZs for dwellings, internal access roads and the required buffer distances for water courses and riparian corridors, the subject site may not be able to yield 11 lots. However, this is not a matter for determination of this planning proposal, and Council would be able to determine the maximum lot yield when assessing a Development Application for subdivision of the subject site.</p>

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Agency	Issue	Council Officer Response
OEH	<p><u>Asset Protection Zones</u></p> <p>The UBM Report has concluded that only a small area of native vegetation may be lost in the creation of asset protection zones (APZs), and this conclusion is reiterated in the Council Report. The OEH is of the view that without any mechanisms to protect the vegetation on site, it is unlikely that the proposed development on the subject site will lead to the degradation and loss of all native vegetation on the subject site.</p>	<p>The UBM Report was based on the subdivision concept plan included in the planning proposal. However, the exhibited proposed Lot Size Map restricted the minimum lot size of not less than 4,000m² only for the north-eastern corner of the subject site to minimise any potential adverse impacts on the existing vegetation, riparian corridors and natural waterways and therefore, this arrangement may further minimise or prevent loss of vegetation in the creation of APZs. If this plan is made, the likely impact of the APZs on the existing vegetation can be determined at Development Application stage.</p>
	<p><u>State Environmental Planning Policy No 44 – Koala Habitat Protection (SEPP 44)</u></p> <p>The planning proposal states that a SEPP 44 assessment is included in the UBM Report, but this statement is incorrect. Further, it appeared that the UBM Report has not considered the impact of onsite disposal areas on native vegetation.</p>	<p>Table 4.2 Threatened Fauna Habitat and Assessment of the UBM Report stated that some favoured feed trees (Forest Red Gum) are available within the subject site, but it is unlikely that Koalas would use this isolated habitat. Therefore, Table 4.2 stated that further assessment of this species is not required.</p> <p>SEPP 44 aims to encourage the proper conservation and management of areas of natural vegetation that provide habitat for koalas to ensure a permanent free-living population over their present range and reverse the current trend of koala population decline.</p> <p>If this plan is made, this issue can be further considered at the Development Application stage.</p>
	<p><u>Split Zoning</u></p> <p>Without any mechanism in place to protect the vegetation on site, the future subdivision of the subject site will result in the loss of native vegetation through dwelling constructions, APZs, fencing, effluent disposal areas, infrastructure and other ancillary developments such as sheds.</p> <p>The OEH understands that no changes are proposed to the Terrestrial Biodiversity Map and therefore Clause 6.4 Terrestrial biodiversity of the LEP will apply to future development of the subject site. However, that environmental overlays and associated development controls are generally not sufficient to provide adequate protection for areas of biodiversity values. Therefore, a split zoning for the subject site allowing rezoning of that part of the</p>	<p>As previously stated, the exhibited proposed Lot Size Map of the LEP restricts the minimum lot size of not less than 4,000m² only to a land area at the north-eastern corner of the subject site and specifies a minimum lot size of not less than 1ha for the remainder of the subject site. The north-eastern corner of the subject site identified for minimum lot size of not less than 4,000m² is mainly an open grass land with a few clusters of trees and a small patch of native vegetation at the north-western corner of the subject site. Therefore, the likely adverse impacts of the future development of this part of the subject site on the existing vegetation would be minimal. The proposed lots with a minimum lot size of not less than 1ha within the remainder of the subject site would be able to accommodate building envelopes, APZs and the required wastewater disposal areas with no adverse impacts on the existing vegetation, riparian corridors, natural watercourses and dams.</p>

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	subject with high biodiversity values to E2 Environmental Conservation is recommended.	In addition to the existing provisions in the LEP applying to the subject site to maintain terrestrial biodiversity, Council would be able to impose a condition of consent for future subdivision application for the subject site requiring the preparation of a Vegetation Management Plan to ensure the biodiversity on the subject site is protected, maintained and enhanced. Given these circumstances, a split zoning enabling rezoning of part of the subject site to an E2 Environmental Conservation zone is not considered necessary.
NSW Rural Fire Service (NSWRFS)	The RFS raised no objection to the making of the plan subject to a requirement that the future subdivision of the subject site complies with Planning for Bushfire Protection 2006.	If this plan is made, any future Development Applications for the subject site will be referred to RFS for comment.

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AT - 2 Public Submissions and Council Officer Responses

Issue	Council Officer Response
<p><u>Mason Lane</u></p> <ul style="list-style-type: none"> Mason Lane needs to be upgraded to support this planning proposal There will be increased traffic on Mason Lane. The current postal service along Mason Lane would be affected. The required improvements to the current recycling and garbage collection services along Mason Lane may be affected. Funding necessary for the improvement of Mason Lane to be met by the developer, but this is not a prerequisite. Mason Lane in its current form enabling access to additional 10 dwellings is dangerous and unsafe. Mason Lane is a private road and it hardly accommodates the current traffic volume. 	<p>The planning proposal is only to amend the Lot Size Map of the LEP to specify 4,000m² and 1ha minimum lot sizes for the subject site, and the subdivision concept plan attached to the planning proposal was only for information purposes and not a subdivision application. If this plan is made, the applicant will need to lodge a Development Application seeking approval for the subdivision of the subject site with Council.</p> <p>The proposed access arrangement via Mason Lane shown in the subdivision concept plan was indicative only, and the subject site can also be accessed via Old Bells Line of Road. However, the applicant is required to provide a traffic impact statement/study demonstrating that the proposed access arrangements will not adversely affect the existing road network in the locality. Council will consult the local community of the future subdivision application for the subject site prior to making a determination of the application.</p>
<p><u>Additional Access</u></p> <p>Council needs to consider additional access to and from the subject site by means of an emergency laneway or a wider footpath off Bells Line of Road similar to the walkway between Bucket Place and McMahon's Park. Alternatively, Council can consider a pathway along the perimeter of the proposed subdivision for the benefit of the local community and future residents of the proposed development.</p>	<p>The applicant will need to lodge a subdivision application for the subject site detailing a suitable access arrangement to the subject site with no adverse impacts on the existing road network in the locality for Council's consideration.</p>
<p><u>Impact on Fauna Species and Watercourses</u></p> <p>The planning proposal enabling 11 lots on the subject site will affect many fauna species including birds, brown wallabies and wild deer populations occupying the subject site. Also, any future waste disposal systems and garden chemicals will affect the existing watercourses within the subject site.</p>	<p>Council's report (dated 25 May 2015) revealed that the planning proposal enabling subdivision of the subject site for large residential lots will not adversely affect the existing fauna species present within the subject site.</p> <p>Council would be able to consider the likely impacts of the proposed wastewater disposal systems within the subject site and any future use of garden chemicals on the existing watercourses when Council assessing future Development Applications for the subject site.</p>

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Issue	Council Officer Response
<p><u>Lack of Access to Water and Sewerage</u></p> <p>The subject site has no adequate access to water and sewerage systems to support the proposed development on the subject site.</p>	<p>This issue was already addressed in the Council report dated (25 May 2016). The report revealed that the subject site does not have access to a reticulated sewerage system and future development of the subject site would need to be dependent on on-site sewerage management system. A reticulated water system owned by Sydney Water runs along the subject site's frontage.</p>
<p><u>Excessive Development</u></p> <p>There is already excessive development in the area, and the existing infrastructure in the locality is unable to support additional development in the area. Therefore, the planning proposal should not be allowed to proceed.</p>	<p>The subject site is located within the Kurrajong/Kurmond Investigation Area and satisfies the rural residential development criteria identified the HRLS. The Council report (dated 25 May 2015) revealed that</p> <p>the planning proposal is consistent with both State and Local planning framework and has merit and therefore recommended to proceed with the planning proposal.</p>
<p><u>Draft West District Plan and Kurrajong and Kurmond Investigation Area</u></p> <p>The planning proposal needs to be consistent with the Draft West District Plan and Kurrajong and Kurmond Investigation Area.</p>	<p>The Council report (dated 25 May 2015) revealed that the planning proposal is consistent with the relevant State and Local planning framework, and Table 1 Physical Environment and Table 2 Infrastructure and Services within the report outline an assessment of the planning proposal against the adopted development criteria for Kurrajong and Kurmond Investigation Area and reveal that the planning proposal satisfied the development criteria for the Kurrajong and Kurmond Investigation Area.</p> <p>The Draft West District Plan (the Draft Plan) proposes a 20 year vision for growth and development in the West District, which includes the Hawkesbury, Penrith and Blue Mountains Local Government Areas. Productivity, Liveability and Sustainability are the key elements of the Draft Plan, and priorities and actions to realise the vision of the District have been identified under these key elements. Under Liveability, improving housing choice and improving housing diversity are two of the key priorities and 'encourage housing diversity' and 'increase housing capacity across the District' are two of the key actions. Therefore, the planning proposal is enabling 10 residential lots is generally consistent with the Draft Plan.</p>

Enclosure 2



oooO END OF REPORT Oooo

ORDINARY MEETING

Meeting Date: 11 April 2017

GENERAL MANAGER

Item: 72 **GM - Request for Sponsorship - St Albans Writers' Festival 2017 - (79351, 133990)**

REPORT:

Executive Summary

The St Albans Writers' Festival (The Festival) will be held at St Albans from Friday, 8 September to Sunday, 10 September 2017. The Festival is an event that aims to bring together lovers of writing.

The event organisers, St Albans Writers' Festival Inc approached Council in February 2017 with a proposal for Council to provide funding to meet the infrastructure costs of The Festival. A copy of the correspondence from St Albans Writers' Festival Inc is included as Attachment 1 to this report.

This report outlines details of the 2017 St Albans Writers' Festival and the actions Council can undertake to assist the event.

Consultation

The issues raised in this report concern matters which do not require community consultation under Council's Community Engagement Policy.

Background

The St Albans Writers' Festival began as a one-day event ('Book Feast') in 2013. There were approximately 130 attendees. Entry was free with only four sessions.

There was no event in 2014.

In 2015 the Book Feast became a Festival which ran over a weekend, with 35 writers and facilitators and approximately 300 attendees. The Festival was held from Friday, 18 September to Sunday, 20 September 2015 with a film night and stories by the fire on the Saturday evening. In 2015 Council provided \$3,000 of funding through Council's Community Sponsorship Program.

In 2016 The Festival was extended to include a third day with 60 writers attending and 30 events over the course of a long weekend in September 2016. Approximately 500 people attended. Sessions were hosted at various venues in the community including the St Albans Church, the Settlers Arms Inn and the School of the Arts Hall.

The cost for a one day pass (up to five sessions) to the 2016 Festival was \$85 and for a weekend pass (up to ten sessions) the cost was \$150. Writers were not paid a fee to attend, however their transport costs, accommodation and food were paid by The Festival. Local volunteers who gave their time and expertise to The Festival were not charged to attend.

The 2016 Festival received sponsorship from Berkelouw Books, Virgin Australia, Coast Design, Wiseman's Ferry Realty, Pantera Press, The Saturday Paper, Simone Logue, Better Reading, Faber Writing Academy, Ingram Spark, Adelphi Design & Print, Hills to Hawkesbury and other local businesses. Council provided \$3,000 of funding through Council's Community Sponsorship Program.

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The event organisers have identified some of benefits of the 2016 Festival including:

- building strong local connections across the community as people come together to plan the event
- introducing the attendees to local Aboriginal people through the welcome to country .
- the commitment to the event by the Volunteer Rural Fire Service who were recipients of a \$500 donation
- the Settlers' Arms becoming the heart of The Festival, with the hotel, kitchen and grounds available for the weekend free of charge
- people from all over NSW attending which benefits the local economy. There was a growth of over 150 attendees between 2015 and 2016.

The 2017 St Albans Writers' Festival

The 2017 Festival will be held from Friday, 8 September to Sunday, 10 September 2017. Over 20 writers have already committed to attend The Festival including Hugh McKay, Candice Fox and Jane Caro.

The event organisers have advised Council of the following objectives of the 2017 Festival:

- an opportunity to bring locals and the wider community to learn about the area's history
- an opportunity for emerging local writers to share their work
- to bring established writers to the area
- to make known the wider region of St Albans
- to create economic and social opportunities
- to engage the local community to facilitate economic activity and social cohesion in the area, extending beyond the three days of The Festival
- to host an event which is both sustainable and a favourite on the local calendar
- to develop a relationship with the Cultural Services Branch of Hawkesbury Council to bring cultural activities to other venues in the Hawkesbury potentially including author talks and workshops for children and adults in Windsor Library, the Council's Regional Gallery and other venues of in the lead up to The Festival.

The Festival has secured the following commitments:

- six return flights within Australia from Virgin Australia
- Berkelouw Books to provide 10% of takings at The Festival
- announcement of the NIB Prize (Award for Literature) shortlist at The Festival from Waverley Council
- in-kind commitments in the form of accommodation from many local businesses including the Settlers Arms Inn, The Courthouse Bed and Breakfast, Yanada, Wisemans Retreat.

The Festival organisers have requested that Council provide financial support for the event including:

- hire of all marquees, stages, furniture for the events
- hire of other necessary equipment such as generators, refrigeration, lighting
- payment for local accommodation where not provided free of charge
- hire of portaloos
- fees to the Council for use of Council facilities and services. These include the park booking fee, fee to use the School of the Arts Hall, garbage services, event application fee and liquor license fees.

Council does not charge a park booking fee and are not responsible for charging a fee for the School of Arts or a issuing a liquor licence. Council can charge a booking administration fee and fees for waste collection.

The Festival organisers are also seeking in-kind assistance including advertising The Festival on Council's website and within Council facilities such as local libraries and the Regional Gallery.

The significance of this event in the Hawkesbury and its potential positive impact on the Hawkesbury's local business and tourism sector is acknowledged. It is also recognised that there will be a significant

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number of out of area participants and it is a good opportunity to encourage repeat visits to St Albans after the event.

An assessment has been made of the request by the event organisers and in an effort to support the event it is suggested that Council provide a range of in-kind services to the value of \$3,000 and a cash contribution of \$5,000 for the event.

Assistance	Value
Assistance with the promotion of the event through Council's promotion channels including: <ul style="list-style-type: none">• inclusion in Mayoral Column• placement on Council's website• media release• promotional on Hawkesbury Events Facebook page• promotion in Council 'Winter' Newsletter• promotion in Council facilities	\$1,100
Work with Council's Cultural Services Branch to promote the event through its Facebook page and website	\$300
Waiving of fees for provision of 10 garbage bins, emptying, hire and collection by Council	\$1,500
Waiving of event application fee	\$100
Monetary contribution for the infrastructure costs of the event	\$5,000
Total	\$8,000

In return for the above provisions, Council would require the following commitments from the event organisers:

- Council logo and recognition of support be included on all promotional material but not limited to flyers, posters, banner, bags, etc.
- invitations issued to Council representatives for official activities.

Council has previously adopted a 'Sponsorship Policy' to manage arrangements whereby Council may receive a sponsorship for an event or activity or consider granting a sponsorship to another party "*in money or kind, to support and activity or event for the benefit of residents or visitors*".

Council's Sponsorship Policy defines the following in respect of a sponsorship the Council may provide:

"Sponsorship is not an unconditional grant. In providing sponsorship Council expects to receive an outcome for the benefit of the community which is consistent with the aims and objectives of its strategic, operational and community plans."

It is considered that the above proposal meets the above definition in that The Festival will provide economic benefits to local businesses and the tourism sector in the Hawkesbury.

It is also considered that the proposal achieves a number of the 'Sponsorship Principals' contained in the Council's Sponsorship Policy.

Conformance to the Hawkesbury Community Strategic Plan

The proposal is consistent with the Our Future Focus Direction Statement;

- Instigating Place Making Programs - Celebrate our creativity and cultural expression.

and is also consistent with the strategy in the CSP being:

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- Foster and promote an annual program of events, festivals, sporting and cultural activities that allow our communities to connect and celebrate with one another.

Financial Implications

Funding of \$5,000 has been provided for in service168 – Corporate Communication of the 2017/2018 Draft Operational Plan to support events such as the St Albans Writers' Festival. The waiving of fees as detailed in the report will constitute a further financial contribution by Council of \$1,600. In addition, an In-kind contribution by way of staff time, totalling \$1,400 will be provided.

RECOMMENDATION:

That:

1. Council agree to support the St Albans Writers' Festival 2017 being held from Friday, 8 September to Sunday, 10 September 2017, to the value of contributions totalling \$8,000.
2. Council allocate funding of \$5,000 in the 2017/2018 Draft Operational Plan, waive fees totalling \$1,600 and provide in-kind resources to the value of \$1,400 as outlined in the report to support the St Albans Writers' Festival 2017.
3. Council's standard Sponsorship Agreement be executed.

ATTACHMENTS:

- AT - 1** Proposal from St Albans Writers' Festival Inc. requesting support for the St Albans Writers' Festival 2017

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AT - 1 Proposal from St Albans Writers' Festival Inc. requesting support for the St Albans Writers' Festival 2017

Proposal to the City of Hawkesbury Council for \$10,000 in funding to meet important infrastructure costs for the St Albans Writers' Festival 2017

Organisation Details:

- Name: St Albans Writers Festival Inc
- Organisation type: Incorporated Association
- Postal Address: 1515 St Albans Road, Central Macdonald, 2775
- Contact: [REDACTED]

Description of Event:

The St Albans Writers' Festival is a vibrant, contemporary and intimate event that brings the local community and lovers of writing from Sydney and the wider Hawkesbury area to the beautiful village of St Albans.

We began as a daylong 'book feast' in 2013. In 2015 the book feast became a fully-fledged festival which ran over a weekend with 35 writers and facilitators and 300 visitors. In 2016 the festival was extended to a third day with 60 writers and 500 attendees. Opened by local indigenous resident Col Lyons with a welcome to Dharug and Darkinjung country, the festival attracted writers of the calibre of Stan Grant, Hugh McKay, Emily Maguire and Les Murray to name a few. Sessions are hosted in three main venues: St Albans Church and two marquees in the gardens of the Settlers Arms Inn, the 'Gabrielle' and the 'Ian' named after the inn's owners and loyal festival sponsors. The hub of the festival is set up in St Albans Park and the School of Arts Hall where a film evening and talk is held. Visitors to the festival were able to choose from 30 events over the course of the long weekend.

Highlights in 2016 included Stan Grant's standing ovation opening night event, Les Murray reciting his poetry around the campfire on Saturday night, Richard Glover, Wendy Whiteley talking about the secret garden, Sarah Ferguson and Hugh Mackay. A festival first was the announcement of the NIB shortlist. As part of our commitment to emerging Australian writers, acclaimed writer Emily Maguire launched the first novel of author Meredith Jaffe. The festival is an intimate event in a serene setting where writers and book lovers rub shoulders and discuss the details of their latest works, extending from crime or historical fiction to social commentary, travel, politics and more.

In addition, the wider community is energised to provide the perfect location to host this event with accommodation in the village and surrounding district completely booked out for the long weekend; some attendees discovering the delights of Wiseman's Ferry, Windsor and Richmond.

Writers Hugh McKay, Mark Tedeschi, Ailsa Piper, Candice Fox, Jane Caro, Susan Wyndham, Michael Sala, Caroline Baum, David Hunt and Meredith Jaffe have already committed to the 2017 festival. George Miller has agreed to a festival showing of Mad Max Fury Road.

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Objectives:

Our objectives include to:

- bring local people together to learn more about each other and the rich history of our area
- open the Hawkesbury to a wider group to enjoy its beauty through the experience of a locally hosted event
- produce an event that reflects the uniqueness of the area through intimacy and a commitment to support emerging Australian authors
- offer the opportunity to residents of the broader Hawkesbury area to hear and meet new and established Australian writers
- offer local writers the opportunity to discuss and present their work, for example, Gil Jones, Kate Hughes and Tracey Harding have all spoken at the Festival
- engage the local community in a way that brings economic activity and social cohesion to the area extending beyond the three days of the festival
- host an event which is both sustainable and a favourite on the local calendar
- extend the festival by developing a relationship with the Cultural Services branch of the Hawkesbury Council to bring cultural activities to other venues in the Hawkesbury potentially including author talks and workshops for children and adults in Windsor Library, the Art Gallery and other venues of in the lead up to the festival.

Funding sought:

We are seeking a commitment of \$10,000 from the City of Hawkesbury to fund the nuts and bolts of the 2017 festival. The infrastructure that supports the festival is vital to its success. With an aim to source locally, this funding will be used to support the costs of:

- hire of all marquees, stages, furniture for the events
- hire of other necessary equipment such as generators, refrigeration, lighting
- payment for local accommodation where not provided free of charge
- hire of portaloos
- fees to the Council for use of Council facilities and services. These include the park booking fee, fee to use the School of the Arts Hall, garbage services, event application fee and liquor license fees.

We also seek in-kind assistance through advertising on the City of Hawkesbury website and within Council facilities such as local libraries and the Art Gallery.

Social and Economic Benefits:

The local success of the informal 2013 'book feast', a gathering of residents with a love of reading, led to the development of the more formally organised St Albans Writers Festival, now in its third year. The festival is already developing its own distinctive presence on the Australian writers' festival circuit.

Social and economic benefits include:

- the members of the St Albans Writers' Festival Inc are all locals with a strong connection to the area. Any event of this nature requires considerable planning, resources and time

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commitments. Local community members have united to make and grow this event in an incredibly short period and have developed new skills in the process;

- Col Lyons opened the event in both 2015 and 2016 introducing the attendees to the local Aboriginal people, not only inviting those attending to participate in the welcome to country ceremony but regaling stories of his life and people;
- the Volunteer Rural Fire Service has shown a commitment to the festival for which we are grateful. We were able to show our appreciation by presenting a \$500 cheque to the fire service following our last event;
- the Settlers' Arms became the heart of the festival, with owners Gabrielle and Ian Burns-Woods making this landmark hotel, its kitchen and grounds available for the weekend free of charge;
- the festival itself has drawn people from all over New South Wales to a unique event that has grown the local economy but has also touched the hearts of souls of the people who attended. Many of the first year visitors returned last year and are becoming great ambassadors for the event, evidenced by its growth of over 150 attendees between 2015 and 2016;
- the beauty of St Albans has opened the eyes of many to the greater Hawkesbury area.

Sustainability:

The festival is only two years young. Our aim is to make the event more sustainable through ticket sales and sponsorships, both financial and in-kind. All writers' festivals, however, need financial support to survive. As part of the local community, the City of Hawkesbury has a vested interest in the success of the event. The flow on benefits from the event supports the growth of the local area.

We expect that as the event becomes more widely known it will attract additional funding.

Evaluation:

This event is an easy one to evaluate. The criteria are:

- engagement of local community: over 100 locals were involved in the 2016 event;
- attractiveness to writers: 60 writers and facilitators participated in 2016, 35 in 2015;
- accommodation utilised: the area is no longer able to meet the need of those attending the festival and accommodation wider afield has been used;
- visitors to St Albans outside of the festival weekend: local businesses have advised an increase in visitors to the area since the first full event in 2015.

At the end of the submission is a selection of comments from visitors to the Festival, including authors.

Fees:

In order to cover costs, attendees are charged for each activity they attend. Prices for 2016 were for \$85 for one day pass (up to five sessions) and \$150 for a weekend pass (up to ten sessions). Local volunteers who give their time and expertise to the festival are not charged to attend. Writers are not paid a fee to speak but their transport costs, accommodation and food are paid by the festival.

Attendance:

Approximately 300 people attended in 2015 and 500 in 2016. We anticipate that this number will only grow.

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Grants/sponsorship:

The festival received sponsorship for the 2016 festival from Berkelouw Books, Virgin Australia, Coast Design, Wiseman's Ferry Realty, Pantera Press, The Saturday Paper, Simone Logue, Better Reading, Faber Writing Academy, Ingram Spark, Adelphi Design & Print, Hills to Hawkesbury and many, many local businesses, who are the heroes of the event.

The festival has secured the following commitments for the 2017 festival:

- Virgin Australia: six return flights within Australia
- Berkelouw Books: 10% of takings at the Festival
- Waverley Council: announcement of the NIB Prize shortlist at the Festival
- In-kind commitments in the form of accommodation from many local businesses including the Settlers Arms Inn, The Courthouse B and B, Yanada, Wisemans Retreat.

We have not applied to any other body for the funding which is sought from the City of Hawkesbury. We will consider other options if the need arises.

Anticipated Income and Expenses 2017: WILL PROVIDE THIS

INCOME	\$	EXPENSES	\$
Earned income (from ticket sales and book sales commission)	\$40,000	Salaries (including volunteer costs)	\$0
Donations	\$1,000	Promotion, marketing and advertising	\$17,000
Grants		Materials and Program costs	\$23,000
Other income	\$3,000	Venue, equipment, transport hire	\$10,000
Contribution from St Albans Writers Festival Inc	\$2,500	Childcare	\$0
Amount requested from Council	10,000	Other costs	\$10,000
Total income	\$ 56,500	Total expenses	\$60,000

We attach a copy of:

- Our most recent audited financial statements (note that these are for the 2015 Festival; Figures for the 2016 Festival will not be available until the end of the 2016-2017 financial year. If you would like unaudited figures, they can be provided)
Our public liability insurance is currently being obtained (quote attached – we can send you the Certificate of Currency as soon as we receive it.)

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FEEDBACK ST ALBANS FESTIVAL 2016

Comments from local residents

I love the Writers' Festival and what you have done – it's intimate, personal and a fantastic addition to St Albans people and for visitors.

I thought the festival was a great event, well organized and run, and I look forward to being part of it again next year.

More of the same please. Great variety, whole real food, presenters well informed.

Comments from visitors

Massive compliments for organising this event. We had the best weekend ever.

There's SO much that is wonderful about this Writers Festival. Stan Grant, Richard and John Blay deep in Secret River country has been revelatory. The passion of this organisation is felt throughout this gem.

I think the whole focus of the Festival has been memorable. I have especially enjoyed the connection with Indigenous authors and rituals associated with place. Congratulations.

Charming location. Smoking ceremony – valuable way to start. Will be back next year.

Comments from authors

Scott Bevan: Congratulations, and here's to a wonderful program in a beautiful part of the world in 2017.

Heather Ellis: I really enjoyed St Albans WF. You and your team have a very unique event for writers and readers. We need more like it.

Jane Caro: Loved the festival almost more the second time than the first and I really didn't think that was possible. I'd love to come back next year so count me in.

Sarah Ferguson: Thank you so much for inviting me to the festival. It was a treat. And produced one of the best conversations I have had on the festival circuit.

Richard Glover: Thanks again for the invite, it was great fun.

Janet Hawley and Wendy Whiteley: Wendy and I would like to shower our congratulations and thanks for the truly delightful experience of being part of St Albans Writers Festival. The wonderful feeling of a thriving, engaged local community in St Albans was quite inspiring. Everything was so impressive - your choice of sessions, the mix of authors and presenters. Thank you.

Meg Keneally : Thank you so much for the St Alban's Writer's Festival. I had such a marvellous time.

John Newton: Thank you thank you thank you for a wonderful festival. Memories for life

Robert Macklin: It was a pleasure to mingle with the other writers and most important, the readers who provided such positive feedback. Professional authors spend almost all their time enveloped in another world of their own making, so it's especially delightful to return to the world at large in such congenial surroundings as you created at St Albans.

Judy Nunn: What a wonderful experience. St Albans and its community is everything is promised to be. The whole weekend was special. Congratulations to you and your organisational team and wonderful volunteers for offering such a memorable occasion for all.

Article in The Australian <http://www.theaustralian.com.au/arts/books/les-murray-and-nikki-gemmell-at-st-albans-writers-festival/news-story/ad2fca3dcbcca606314ab0bfe7de49ac>

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Reports of Committees

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Reports of Committees

SECTION 4 - Reports of Committees

ROC Sustainability Advisory Committee - 6 March 2017 - (126363, 124414)

The meeting commenced at 5pm in Council Committee Rooms.

Present:	Ms Olivia Leal-Walker, Chairperson Councillor Amanda Kotlash, Deputy Chairperson Councillor Danielle Wheeler, Hawkesbury City Council Mr David Gregory, Community Representative Mr Justin Hechinger, Community Representative Ms Jennifer Moses, Community Representative
Apologies:	Ms Janice Bagot - Office of Environment & Heritage
In Attendance:	Mr Matthew Owens, Hawkesbury City Council Mr Andrew Kearns, Hawkesbury City Council Mr Jeff Organ, Hawkesbury City Council Mr Lachlan McClure, Hawkesbury City Council Mr Shane Melotte - Ironbark Sustainability Ms Carmel Hamilton - Penrith City Council Ms Robyn Kozjak - Minute Secretary, Hawkesbury City Council

REPORT:

Mr Kearns declared the meeting open and proceeded to conduct an 'icebreaker' introductory session.

Mr Owens ran through some general housekeeping matters, and suggested the order of business be changed to provide for a presentation to be conducted by an external consultant.

CONFIRMATION OF MINUTES

Due to the absence of previous members being carried over to the new Committee, staff confirmed the previous Minutes.

RESOLVED on the motion of Mr Owens and seconded by Mr Kearns that the Minutes of the Sustainability Advisory Committee held on 18 April 2016, be confirmed.

Attendance Register of Sustainability Advisory Committee

Member	06.03.17			
Councillor Amanda Kotlash	✓			
Councillor Danielle Wheeler	✓			
Ms Olivia Leal-Walker	✓			
Mr David Gregory	✓			
Mr Justin Hechinger	✓			
Ms Jennifer Moses	✓			
Ms Janice Bagot	A			

Key: A = Formal Apology

✓ = Present

X = Absent - no apology

ORDINARY MEETING
Reports of Committees

SECTION 3 - Reports for Determination

Item 1: SAC - Election of Chairperson and Deputy Chairperson - (126363, 124414)

Mr Owens called for nominations for the position of Chairperson.

Councillor Kotlash self-nominated Seconded by Mr Gregory

Ms Leal-Walker self-nominated Seconded by Mr Hechinger

Councillor Kotlash declined on the basis that Ms Leal-Walker had also self-nominated.

MOTION:

RESOLVED on the motion of Ms Leal-Walker, seconded by Mr Hechinger.

Refer to COMMITTEE RECOMMENDATION

COMMITTEE RECOMMENDATION

That an election for the position of Chairperson of the Hawkesbury Sustainability Advisory Committee for the 2016/2017 term of the Committee be carried out.

Mr Owens declared Ms Leal-Walker as the Chairperson of the Hawkesbury Sustainability Advisory Committee for the 2016/2017 term of the Committee.

Mr Owens called for nominations for the position of Deputy Chairperson.

Councillor Kotlash self-nominated Seconded by Mr Hechinger

MOTION:

RESOLVED on the motion of Councillor Kotlash, seconded by Mr Hechinger.

Refer to COMMITTEE RECOMMENDATION

COMMITTEE RECOMMENDATION:

That an election for the position of Chairperson and Deputy Chairperson of the Hawkesbury Sustainability Advisory Committee for the 2016/2017 term of the Committee be carried out.

Mr Owens declared Councillor Kotlash as Deputy Chairperson of the Hawkesbury Sustainability Advisory Committee for the 2016/2017 term of the Committee.

5:23pm - Ms Leal-Walker assumed the Chair and made reference to the presentation on the agenda being brought forward.

Mr Owens introduced Ms Hamilton from Penrith City Council and advised the Committee of her attendance as an observer to the presentation.

Mr Organ addressed the Committee and advised the agenda item (presentation) arose from a Notice of Motion from Councillor Kotlash at Council's Ordinary Meeting of 13 December 2016 where it was requested that investigations be undertaken to investigate the opportunities and avenues to inform Council of the possibilities of owning solar farms to provide renewable energy, generate revenue as well as decreasing electricity costs.

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Reports of Committees

Mr McClure introduced Mr Shane Melotte from Ironbark Sustainability and the presentation on 'Solar Options Council Energy' was delivered.

- Mr McClure advised under the Local Government Finance Program the Clean Energy Finance Corporation offered long term, fixed rate finance to Councils (more competitive than banks).
- Subsequent to Mr Melotte's presentation which outlined various options for the delivery of solar power systems, Councillor Kotlash asked for the report to Council to include investigation of solar projects in various forms (not farms) and for the report to be brought back to the Committee, prior to its being reported to Council.
- Councillor Wheeler referred to the table in the PowerPoint presentation ("low hanging fruit slide") and asked for an amended table to be provided which didn't include the figures for the Sewerage Treatment Plant (as it was agreed the STP would not be a viable option).

6:36pm - Mr Melotte, Ms Hamilton, Mr McClure and Mr Organ left the meeting.

Item: 2 SAC - Review of Council's Sustainability Advisory Committee Objectives for 2017 - 2020 - (126363, 124414)

DISCUSSION:

- Mr Kearns invited members to review the objectives of the Committee's Constitution and asked for input to be provided to him prior to 14 April 2017.
- Concern was raised in relation to the minimum number of meetings the current SAC Constitution provided for, and the Committee agreed meeting only twice per year would not be productive and asked if more meetings could be scheduled.

Mr Owens responded he would review the timetable for Council's Committees with a view to scheduling an extra meeting in May 2017.

- Members suggested various options for communication in-between meetings including meeting informally (with no staff in attendance), or communication via email. It was subsequently (generally) agreed meeting without staff would not be an appropriate way forward.

It was agreed sharing information via email could become disorganised and haphazard and members were keen for other formats for communication to be pursued (eg blogs, on-line portals, forums, digital technology etc). Mr Owens advised he would investigate other platforms for communication.

RECOMMENDATION TO COMMITTEE:

That:

1. The information be received.
2. To commence the review process, SAC members discuss the current Objectives and review what has been achieved in the past term of the committee. Based on this discussion and further feedback from Committee members, council staff will prepare a report for the next meeting of the SAC.

MOTION:

RESOLVED on the motion of Councillor Kotlash, seconded by Councillor Wheeler.

Refer to COMMITTEE RECOMMENDATION

COMMITTEE RECOMMENDATION:

That:

1. The information be received.
2. To commence the review process, SAC members discuss the current objectives and review what has been achieved in the past term of the committee. Based on this discussion and further feedback (to be received prior to 14 April 2017) from Committee members, Council staff will prepare a report for the next meeting of the SAC.
3. Staff investigate a potential date in May 2017 for an additional SAC meeting.

Item: 3 SAC - Draft Hawkesbury Community Strategic Plan 2017-2036 (126363, 124414)

DISCUSSION:

- Mr Kearns gave an overview of the status of the Draft Hawkesbury Community Strategic Plan 2017-2036 and invited members to participate in the consultation process by completing the online survey on Council's website.

RECOMMENDATION TO COMMITTEE:

That:

1. The Committee accept this information.
2. Committee members endeavour to complete the Online Survey or provide written submissions and, if possible, attend one of the Community Forums in April 2017 to consider Council's draft Delivery Program for the next four years.

MOTION:

RESOLVED on the motion of Councillor Kotlash, seconded by Ms Leal-Walker.

Refer to COMMITTEE RECOMMENDATION

COMMITTEE RECOMMENDATION:

That:

1. The Committee accept this information.
2. Committee members endeavour to complete the Online Survey or provide written submissions and, if possible, attend one of the Community Forums in April 2017 to consider Council's draft Delivery Program for the next four years.

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Reports of Committees

Item: 4 SAC - Draft West District Plan of the Greater Sydney Commission - (126363, 124414)

DISCUSSION:

- Mr Kearns invited members to provide feedback by making a submission on the Greater Sydney Commission's website (closing date 31 March 2017).
- Mr Kearns also invited members' input for Council to consider as part of its submission, which would be reported to Council at its Ordinary Meeting on 28 March 2017.

RECOMMENDATION TO COMMITTEE:

That:

1. The information be received.
2. Members of SAC provide input for Council to consider as part of submissions to the Greater Sydney Commission on the Draft West District Plan.

MOTION:

RESOLVED on the motion of Councillor Kotlash, seconded by Ms Leal-Walker.

Refer to COMMITTEE RECOMMENDATION

COMMITTEE RECOMMENDATION:

That:

1. The information be received.
2. Members of SAC provide input for Council to consider as part of submissions to the Greater Sydney Commission on the Draft West District Plan.

SECTION 5 - General Business

Presentation - Effective Strategic Approach to Solar Projects - presented by Shane Melotte, Senior Project Leader, Ironbark Sustainability (the presentation was brought forward as agreed by the Committee).

Next Meeting - (date to be scheduled for a meeting in May 2017)

Councillor Wheeler asked for the following items to be discussed at the next meeting:

- Education programs (offered assistance in writing programs).
- Wetlands in terms of protection and remediation.
- Weeds (the issue of weeds often arose at community engagement sessions and sought more information and ways forward in relation to management of weeds).

Councillor Kotlash advised she and Councillor Zamprogno were members of the board of the Hawkesbury River County Council, the responsible authority for weed management in the area and raised concern Council didn't have weed officers on its staff.

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Reports of Committees

Mr Gregory agreed weeds and management of the river were important issues and asked for some direction to obtain data in relation to the river, which was linked directly with sustainable agriculture.

Councillors Wheeler and Kotlash reported there was some data available from other groups (eg Stream Watch, Uni, OEH and DPI/Fisheries). Councillor Wheeler added students of (Dr) Ian Wright from the WSU undertook water testing from time to time.

- Mr Gregory asked for an overview of KPI's as identified throughout the State of the Environment report and would like to focus on key areas from that Report.
- Mr Gregory sought clarification regarding the integration of sustainability principles and planning mechanisms (eg, what the impetus would be to integrate solar projects into Development Control Plan at a future review).
- Mr Hechinger advised he believed the enforcement of Council's policies regarding land clearing was ineffective and he was keen to see improvements in that area.

Mr Owens acknowledged the concern and advised the issue was raised by the (new) Council, however the lack of staff resources was an issue.

The meeting closed at 7:51pm.

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section 5

notices of motion

ORDINARY MEETING

Notices of Motion

SECTION 5 - Notices of Motion**NM1****Waste to Energy Incinerator - (79351, 105109, 138882)****Submitted by:** Councillor Wheeler**NOTICE OF MOTION:**

That Council:

1. Note plans for construction of the world's largest waste-to-energy incinerator at Eastern Creek in the Blacktown LGA, which will produce airborne ultrafine particulate matter, sulphur and nitrogen dioxides, dioxins and other harmful substances.
2. Note that this proposal poses a risk to air quality throughout Western Sydney, including the Hawkesbury LGA.
3. Write to the Department of Planning indicating our opposition to the construction of the incinerator and a copy of this correspondence also be sent to The Member for Hawkesbury, Mr Dominic Perrottet.

BACKGROUND:**The Proposal**

The applicant, Next Generation NSW Pty Ltd, has sought permission to build the world's largest garbage incinerator at Eastern Creek in Western Sydney which will have the capacity to burn 1.34 million tonnes of waste every year and produce 137mw of electricity, which is alleged to be "clean energy". The facility will have two 100 metre exhaust stacks which will expel potentially harmful gases and will be sited within 800 metres of homes, schools and recreation facilities, and 5km of Sydney's drinking water supply. It will be less than 20km from the Hawkesbury LGA and will impact on our air quality.

Environmental and health risks

Waste to be burnt is estimated to be 18% plastics, 17% paper/card, 4% textiles, 30% wood scraps, 2.5% gyprock, 1% metal, 3 vegetation, 20.3% other combustibles, combustibles, non-combustibles and other. 400,000 tonnes of waste ash will need to go to standard landfill each year and a further 51,700 tonnes of toxic "residues" will need to go to 'authorised' landfill year.

The Environmental Impact Statement admits "The proposed Facility may release substances to atmosphere which have the potential to harm human health", including fine particulate matter. Emissions will include the following gases which are harmful to human health and may cause acid rain - Hydrogen Chloride (HCl), Hydrogen Fluoride (HF), Carbon Monoxide (CO), Sulphur Dioxide (SO₂), Nitrogen Oxides (NO₂). Emissions will include heavy metals including Mercury (Hg), Cadmium (Cd), Arsenic (As) and Chromium (Cr) and highly toxic organic substances such as dioxins and furans. These chemicals can contaminate soils, water courses and ground water. It should be noted that this incinerator will discharge above the South Creek catchment.

Other unapproved wastes may end up in the incinerator. Disposing of hazardous waste is an expensive business so there is a large incentive to dispose of these wastes in a cheaper way if you do not get caught. There will be little transparency about the actual content of the waste burnt.

There are concerns that emissions will increase asthma, lung disease and cancer.

ORDINARY MEETING

Notices of Motion

NSW Health concerns

NSW Department of Health has made a submission objecting to the incinerator proposal. It states:

"The proposal to build and operate an incinerator within city limits is not consistent with over 100 years of environmental regulation to improve urban air quality by removing incinerators and power stations and other sources of pollutants from urban areas. We note that this plant is double the size of similar plants overseas and we require assurance that appropriate environmental controls are in place and effective in the long term."

And

"There are many known health effects from exposure to particulate matter. Numerous studies have showed associations between exposure to particles and increased hospital admissions as well as death from heart or lung diseases."

"Dioxins do not break down easily in the environment and their concentration increases up the food chain so any increase in emissions are of concern. It is particularly important that the potential generation of dioxins and furans is assessed on the basis of the likely feedstock to the proposed incinerator."

<https://majorprojects.affinitylive.com/public/37fbf787452064e0aa19ce33b54c107c/Submission%20from%20Health.pdf>

Environmental Protection Agency concerns

Waste to be burnt is estimated to be 18% plastics, 17% paper/card, 4% textiles, 30% wood scraps, 2.5% gyprock, 1% metal, 3% vegetation, 20.3% other combustibles, non-combustibles and other substances. 400,000 tonnes of waste ash will need to go to standard landfill each year. 51,700 tonnes of toxic "residues" will need to go to 'authorised' landfill year.

The Environmental Impact Statement admits that "the proposed Facility may release substances to atmosphere which have the potential to harm human health". Emissions will include fine particulate matter dangerous to human health and the following gases which are harmful to human health and which can cause acid rain and contaminate soil and ground water - Hydrogen Chloride (HCl), Hydrogen Fluoride (HF), Carbon Monoxide (CO), Sulphur Dioxide (SO₂), Nitrogen Oxides (NO₂). Emissions will include heavy metals including Mercury (Hg), Cadmium (Cd), Arsenic (As) and Chromium (Cr) and highly toxic organic substances such as dioxins and furans.

Other unapproved wastes may end up in the incinerator. Disposing of hazardous waste is an expensive business so there is a large incentive to dispose of these wastes in a cheaper way. There will be little transparency about the actual content of the waste burnt.

The EPA opposes the project:

"The EPA particularly has concerns in relation to potential air quality impacts; human health impacts; and alignment with the NSW EPA's Energy from Waste Policy"

The EPA is also concerned that the incinerator would effectively monopolise waste disposal in Sydney and squeeze out any other proposed facilities, that the waste stream is unclear and that "other combustibles, combustibles, non-combustibles and other" at 20.3% of the mix or 225,755 tonnes per annum is too great an unknown. Further, that 70% of floc waste is of undisclosed origin and composition and potentially very hazardous, and that a significant amount of the waste may be treated wood, where even small amounts can result in toxic emissions to the air.

ORDINARY MEETING

Notices of Motion

Further concerns

The temperature of the proposed incinerator is too low at 850 degrees Celcius. Comparable European incinerators that burn hazardous waste burn at a higher temperature.

The Environmental Impact Statement states that the facility will burn soils but the EPA notes soils are unsuitable for energy recovery.

The Environmental Impact Statement states that "landfillable materials that are currently being recycled will be used for energy recovery instead." This goes against the objectives of the energy from waste policy. Further, this is an inefficient and polluting means of energy production: burning waste is half as efficient as burning coal (waste energy content is 12MJ/kg, coal is 25MJ/kg). This cannot be considered renewable or clean energy.

Blacktown Council has recently passed a Motion against the incinerator.

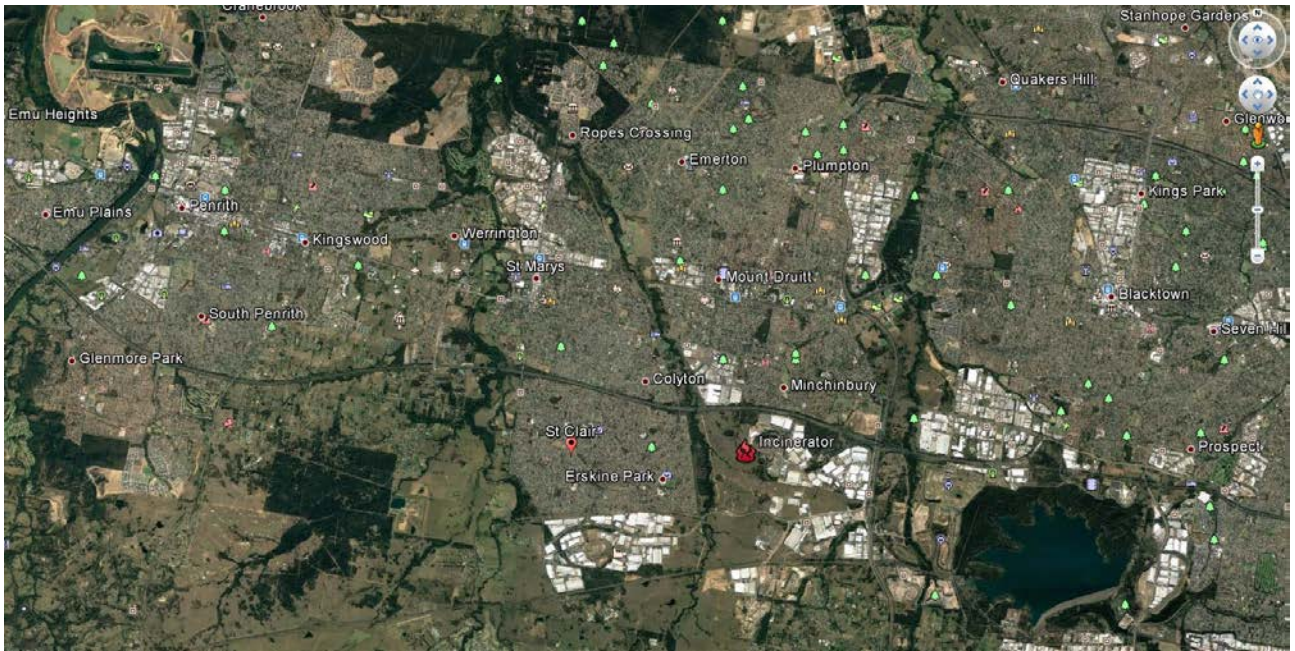
ATTACHMENTS:

AT - 1 Aerial Map

ORDINARY MEETING

Notices of Motion

AT - 1 Aerial Map



oooO END OF NOTICE OF MOTION Oooo

ORDINARY MEETING

Notices of Motion

NM2

Heritage Advisory Committee Advice on Thompson Square - (79351, 105109, 138882)

Submitted by: Councillor Wheeler

NOTICE OF MOTION:

That Council informs the Heritage Advisory Committee that their input and expertise is valued and welcome and that they are encouraged to provide information on Thompson Square and any other relevant heritage matter to Council.

BACKGROUND:

At its meeting of 9 February 2012, the Heritage Advisory Committee requested Council receive a presentation about Thompson Square, Windsor and the grave concerns community representatives had for the site due to the Windsor Bridge Replacement Project Option One. Because it had resolved to support Option One, Council refused and resolved that no further presentations of Thompson Square be received. This resolution represents a breach of faith with the Community and is not consistent with the principles of community engagement outlined in the Community Strategic Plan and immediately overturns the decision.

The Heritage Advisory Committee is made up of highly skilled community members; several of them highly respected heritage conservation authorities. It would be foolish and irresponsible of Council not to encourage their advice, which is given free of charge. As Council has now resolved not to support Option One and matters such as the Landscape Plans require Council's submission, Council should immediately overturn the earlier resolution.

oooO END OF NOTICE OF MOTION Oooo

ORDINARY MEETING
Questions for Next Meeting

QUESTIONS FOR NEXT MEETING

Councillor Questions from Previous Meetings and Responses - (79351)

REPORT:

Questions - 28 March 2017

#	Councillor	Question	Response
1	Calvert	Advised that the car park area near Richmond Swimming Centre is boggy and enquired if this could be investigated with a view to improvements being carried out.	The Director Infrastructure Services advised that the issue would be investigated.
2	Calvert	Requested an estimate of the electricity costs relating to the lighting of Richmond Park, Richmond.	The Director Infrastructure Services advised that an estimate would be prepared and distributed to Councillors through a memorandum.
3	Calvert	Enquired if the street lights in the vicinity of McDonald's Bligh Park are functioning.	The Director Infrastructure Services advised that this matter has been reported to Endeavour Energy for attention.
4	Reynolds	Enquired as to the process for the installation of a bus shelters at Pecks Road, North Richmond	The Director Infrastructure Services advised that bus shelters are provided at Council expense. The typical cost of purchase of installation is in the order of \$20,000. Accordingly where requests are received these are reviewed with the bus operator to determine need and priority. In general shelters are not provided where the major patronage is students, as this usage changes from year to year and can result in shelters being underutilised. No budget provision is currently available for new shelters.

ORDINARY MEETING**Questions for Next Meeting**

#	Councillor	Question	Response
5	Rasmussen	Requested information relating to regulatory action being planned to be taken against farmers at Bilpin in regards to signs.	The Director City Planning advised that Council's Compliance staff periodically undertake audits of signage within different localities to ensure compliance with Council's Policies and other State Legislation. The audit first requests for any non-conforming signs to be removed by the owner. Regulatory action is only taken if those requests are not followed.
6	Rasmussen	Advised of pot holes and drainage issues in Yarramundi Lane and requested if these could be addressed.	The Director Infrastructure Services advised that maintenance and repairs would be undertaken as necessary.

oooO END OF REPORT Oooo

ORDINARY MEETING

Questions for Next Meeting

ORDINARY MEETING
CONFIDENTIAL REPORTS

CONFIDENTIAL REPORTS

Item: 73

GM - Staff Matter - (79351) CONFIDENTIAL

Reason for Confidentiality

*This report is **CONFIDENTIAL** in accordance with the provisions of Part 1 of Chapter 4 of the Local Government Act, 1993, and the matters dealt with in this report are to be considered while the meeting is closed to the press and the public.*

Specifically, the matter is to be dealt with pursuant to Section 10A(2)(a) of the Act as it relates to personnel matters concerning particular individuals (other than councillors).

In accordance with the provisions of Section 11(2) & (3) of the Local Government Act, 1993, the reports, correspondence and other relevant documentation relating to this matter are to be withheld from the press and public.

ORDINARY MEETING
CONFIDENTIAL REPORTS

Item: 74

**SS - Property Matter - Leasing of Shop 12, Wilberforce Shopping Centre -
Stakks Pty Ltd - (95496, 112106, 99221, 116970) CONFIDENTIAL**

Reason for Confidentiality

*This report is **CONFIDENTIAL** in accordance with the provisions of Part 1 of Chapter 4 of the Local Government Act, 1993, and the matters dealt with in this report are to be considered while the meeting is closed to the press and the public.*

Specifically, the matter is to be dealt with pursuant to Section 10A(2)(c) of the Act as it relates to g details concerning the leasing of a Council property and it is considered that the release of the information would, if disclosed, confer a commercial advantage on a person or organisation with whom the Council is conducting (or proposes to conduct) business and, therefore, if considered in an open meeting would, on balance, be contrary to the public interest.

In accordance with the provisions of Section 11(2) & (3) of the Local Government Act, 1993, the reports, correspondence and other relevant documentation relating to this matter are to be withheld from the press and public.

ORDINARY MEETING
CONFIDENTIAL REPORTS

Item: 75

SS - Property Matter- Leasing of Shop 10, Glossodia Shopping Centre - Stakks Pty Ltd - (95496, 112106, 99221, 116970) CONFIDENTIAL

Reason for Confidentiality

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Specifically, the matter is to be dealt with pursuant to Section 10A(2)(c) of the Act as it relates to details concerning the leasing of a Council property and it is considered that the release of the information would, if disclosed, confer a commercial advantage on a person or organisation with whom the Council is conducting (or proposes to conduct) business and, therefore, if considered in an open meeting would, on balance, be contrary to the public interest.

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