



Hawkesbury City Council

ordinary
meeting
business
paper

date of meeting: 30 August 2016

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 can register to speak on any items in the business paper other than the Confirmation of Minutes; Mayoral Minutes; Responses to Questions from Previous Meeting; Notices of Motion (including Rescission Motions); Mayoral Elections; Deputy Mayoral Elections; Committee Elections and Annual Committee Reports. To register, you must 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 Unit or by contacting the Manager - Corporate Services and Governance on (02) 4560 4444 or by email at council@hawkesbury.nsw.gov.au

The Mayor will invite registered persons to address the Council when the relevant item is being considered. Speakers have a maximum of three 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).

Speakers representing an organisation or group must provide written consent from the identified organisation or group (to speak on its behalf) when registering to speak, specifically by way of letter to the General Manager within the registration timeframe.

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 Chair 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 Clerk. 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. This electronic voting system was an innovation in Australian Local Government pioneered by Hawkesbury City Council.

Business Papers

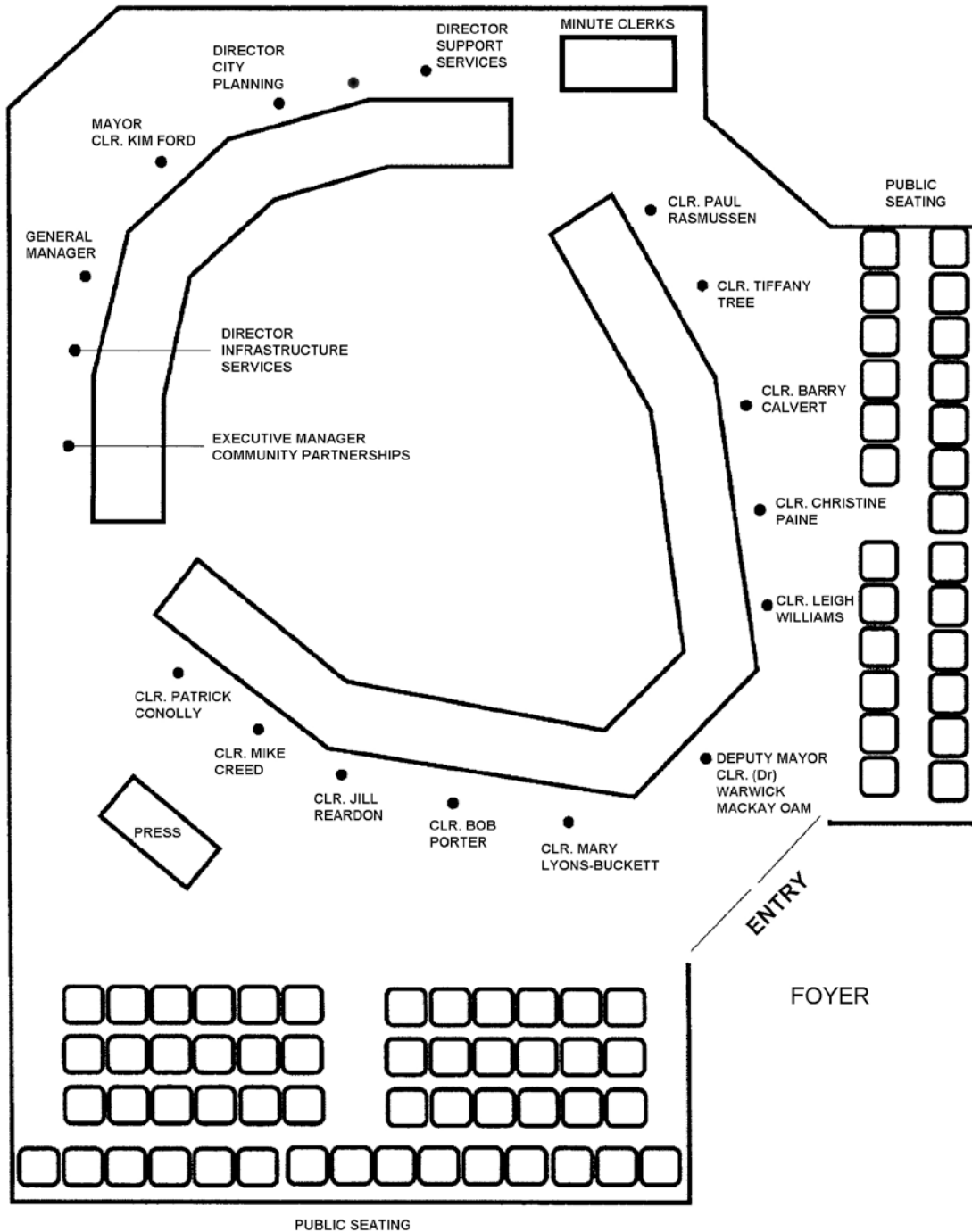
Business papers can be viewed online from noon on the Friday before the meeting on Council's website: <http://www.hawkesbury.nsw.gov.au>

Hard copies of the business paper can be viewed at Council's Administration Building and Libraries after 12 noon on the Friday before the meeting, and electronic copies are available on CD to the public after 12 noon from Council's Customer Service Unit. 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 Manager, Corporate Services and Governance on, telephone (02) 4560 4444.

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SECTION 3 - Reports for Determination

PLANNING DECISIONS

Item: 185 **CP - Draft Voluntary Planning Agreement for Lot 8 DP 7565, 136 Longleat Lane, Kurmond - Post Exhibition Report - (95498, 124414)**

Previous Item: 20, Ordinary (23 February 2016)

REPORT:

Executive Summary

The purpose of this report is to advise Council of the public exhibition of a draft Voluntary Planning Agreement (draft VPA) for a proposed subdivision of Lot 8 DP 7565, 136 Longleat Lane, Kurmond.

Having considered the submission received during the exhibition period, it is recommended that the agreement be executed under Council's Seal subject to certain amendments to the exhibited draft VPA.

Background

The draft VPA was reported to Council on 23 February 2016 as part of a report concerning a planning proposal for 136 Longleat Lane, Kurmond. The planning proposal seeks to amend the minimum lot size provisions of the *Hawkesbury Local Environmental Plan 2012* (LEP 2012) to enable subdivision of the land into four lots. Council resolved to proceed with the making of the proposed amendment and in terms of the draft VPA Council resolved (in part) as follows:

"That Council:

- 1. Council publically exhibit the draft Voluntary Planning Agreement attached to this report for a minimum of 28 days.*
- 2. The draft Voluntary Planning Agreement be reported back to Council following public exhibition prior to finalisation."*

The parties to the draft VPA are Hawkesbury City Council (Council) and Mr Mark S Simpson and Mrs Elizabeth F Simpson (the Developer). The objective, nature and effect of the draft VPA is for the Developer to provide Council with cash contributions towards the provision of public services and amenities.

The agreement will only operate if and when Council grants development approval to the proposed subdivision of the site. The agreement excludes the application of Section 94A and Section 94 of the Act to the proposed subdivision of the site.

Consultation

The draft VPA and supporting documentation was placed on public exhibition for the period 8 April 2016 to 9 May 2016. Notices relating to the exhibition of the draft VPA were placed in the Hawkesbury Courier on 7 April and 21 April 2016. 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.

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As a result of the exhibition, one submission was reviewed as follows:

"Funds raised should be spent locally and augment existing planned social infrastructure such as continuing the shared cycle / pedestrian path between Kurmond and Kurrajong. The ability to encourage physical activity for the planned residential development around Kurmond would be greatly enhanced with the completion of the missing pathway link between Kurmond and Kurrajong - Kurrajong cafe's etc. acting as an attractor for residents to walk or cycle to a destination with a downhill return."

In this respect 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."

In light of this statement within the Explanatory Note it is considered that no amendment to the draft VPA is required. Council currently has an Access and Mobility Plan that is progressively being implemented subject to available funding. Part of the funding made available in these VPAs will be utilised for this work. When the work on the Kurrajong Kurmond investigation area is further progressed to indicate the likely density yield of the location a more formal works program will be developed and reported to Council.

Post Exhibition Amendments to the draft VPA and Explanatory Note

Following the conclusion of the exhibition period, the draft VPA was reviewed by Council officers in light of recent legal advice received from Council's solicitors regarding the drafting of certain VPA provisions. The amendments are considered to be minor in nature and do not affect the per lot contribution rate. The Developer, via their representative, Mr Glenn Falson, was requested to review the proposed amendments and, in reply, Mr Falson has confirmed that the proposed amendments are accepted. A "tracked changes" version of the amendments to the draft VPA is provided in Attachment 1 to this report.

Also within Attachment 1 is an updated Explanatory Note which is to accompany the VPA. The amendments to the Explanatory Note have been the deletion, where appearing in the document, of the word "draft" and an update 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 following CSP Themes and Direction statements:

Looking after People and Place

- Offer residents a choice of housing options that meets their needs whilst being sympathetic to the qualities of the Hawkesbury.
- Population growth is matched with the provision of infrastructure and is sympathetic to the rural, environmental, heritage values and character of the Hawkesbury.
- Have development on both sides of the river supported by appropriate physical and community infrastructure.
- Have future residential and commercial development designed and planned to minimise impacts on local transport systems allowing easy access to main metropolitan gateways.

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

- Upgrade the necessary physical infrastructure and human services to meet contemporary needs and expectations

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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.

RECOMMENDATION:

That:

1. The Voluntary Planning Agreement and Explanatory Note for Lot 8 DP 7565, attached to this report, be endorsed.
2. Delegation be given to execute the Voluntary Planning Agreement under the Seal of Council including the making of any necessary wording and formatting changes to the Voluntary Planning Agreement prior to execution, provided that these changes do not alter the intent of the Voluntary Planning Agreement.

ATTACHMENTS:

AT - 1 Copy of amended Voluntary Planning Agreement and Explanatory Note

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AT - 1 Copy of amended Voluntary Planning Agreement and Explanatory Note

THIS PLANNING AGREEMENT is made on the day of 2016

BETWEEN:

Parties

HAWKESBURY CITY COUNCIL ("the Council")

AND:

MR MARK S SIMPSON AND MRS ELIZABETH F SIMPSON ("the Developer")

Introduction

- A. The Developer is the registered proprietor of the Development Land.
- B. On 3 June 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 to create four large lot Housing Lots.
- 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, ~~the Roads Works or the Community Works.~~
- 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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- 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 Lot 8 DP 7565, 136 Longleat Lane, 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:
 - (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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- 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 approximately 4~~ four Housing Lots.
- ~~4.27 "Planning Proposal Application" means the application to alter the lot size map to allow the Proposed Development to be carried out.~~
- ~~4.28~~ 1.27 "Subdivision Certificate" means a certificate issued under section 109C(d) of the Act with respect to the Proposed Development.
- ~~4.29~~ 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.

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- 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.
- 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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5 Registration of this Agreement

~~5.1 Either:~~

~~5.2 within 20 Business Days of the date of the Gazetteal; or~~

~~5.3 within 120 days from the commencement of this Agreement;~~

~~5.1 whichever is the latter, the Developer must take all reasonable steps to procure the registration of the Agreement on the relevant folios of the register held by the LPI pertaining to the Development Land. 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.~~

~~5.45.2~~ The Council agrees:

- (a) to provide a release and discharge of this Agreement with respect to the Development Land or any lot, ~~including a strata 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.

~~5.55.3~~ 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 under the Environmental Planning and Assessment Act 1979.~~

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~~ dwelling which is not able to contain more than one house.

~~6.3 If more or less than 4 Housing Lots are achieved on the Development Land, the Cash Contribution of \$30,000 per vacant Housing Lot created will be multiplied by the number of achievable vacant Housing Lots created whether that is more or less than 4.~~

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 four~~ approximately 4 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.

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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.

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.

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- (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.

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;

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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 twenty (20)~~ Business Days 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.

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.

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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.

14.4 The Developer must not Transfer its interest in the whole or any part of the Development Land (other than a Housing Lot located in a stage for which the relevant Developer's Contribution has been provided to Council) without the written consent of the Council, such consent not to be unreasonably withheld or delayed.

14.4.1 Approval is reasonably withheld if the proposed assignee, or person is not solvent and reputable and the assignment or encumbrance will materially adversely affect the obligations of the Developer and the rights of the Council under this Agreement.

14.4.2 Any request to the Council from the Developer or Land Owner to assign, encumber or deal with any right, obligation or interest under this Agreement to another party must include, but not be limited to, financial details and references relating to that other party. The Council must also be permitted to make reasonable enquiries into these matters of that party.

14.5 The transferee must execute a deed in a form and with conditions acceptable to Council acting reasonably, including:

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~~14.2.1 agreement to comply with this agreement as if the transferee was the Developer with respect to that part of the Development Land transferred, including in relation to obligations which arose before the Transfer; and~~

~~14.2.2 acknowledgement and agreement that the rights of the Council under this agreement are not diminished in any way.~~

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.~~

~~18.1 Any notice, request for information to be made or information to be given under this agreement must, in order to be valid, be in writing and must be given to or served upon a party:~~

~~18.1.1 by being left at that party's address or such other address as may be notified to the first party giving or serving any such document which will be deemed served when so left; or~~

~~18.1.2 by being posted in a pre-paid ordinary, certified or registered letter addressed to that party at such address which will be deemed duly served three (3) Business Days after the posting of the same; or~~

~~18.1.3 by being dispatched by facsimile transmission to that party and which will be deemed served at the time recorded on the facsimile machine of the party~~

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~~serving such document of an error-free transmission to the correct facsimile number.~~

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

The Developer

Elizabeth Simpson & Mark Simpson

Address:

136 Longleat Lane,
KUKRMOND NSW 2757

Email: esimpson@slsteel.com.au

Telephone: 0414 531375

Council

Address:

Hawkesbury City Council
Attention: General Manager
366 George Street,
WINDSOR NSW 25761

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

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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.

~~20.1 If it is held by any Court or Tribunal that:~~

~~20.1.1 any part or condition of this agreement is void, invalid, illegal or otherwise unenforceable, or~~

~~20.1.2 this agreement would be void, voidable, invalid, illegal or otherwise unenforceable unless any part or condition of this agreement was covered then that part or provision which is covered from this agreement will not affect the continued operation of the remainder of this agreement which has not been severed nor the validity or enforceability of that part or condition, provided that the fundamental purpose of or the intentions expressed by the parties under this agreement is not substantially altered.~~

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 Assignment and Dealings~~

~~None of the parties to this agreement may assign or otherwise deal with their rights, powers, obligations and remedies under this agreement or allow any interest in them to arise or be varied, save and except as provided in clause 14.~~

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2423 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.

2524 No Fetter

25.124.1 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; or

25.1.3 imposing any obligations to grant an Approval.

2625 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.

2726 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

2016

Execution by Council

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 S Simpson and Elizabeth F Simpson

Signed by :

Signature of Mark S Simpson

Signature of Elizabeth F Simpson

Print name

Print name

Explanatory Note

Explanatory Note

~~Draft~~ Voluntary Planning Agreement

Lot 8 DP 7565, 136 Longleat Lane, 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")
Mr Mark S Simpson and Mrs Elizabeth F Simpson ("the Developer")

Description of Subject Land

This ~~draft~~ VPA applies to Lot 8 DP 7565, 136 Longleat Lane, 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 site into four large lot 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 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 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.

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

How does the Planning Agreement promote the elements of Council's Charter under Section 8 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 Council's Charter under Section 8 of the *Local Government Act 1993*:

- to provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively
- to have regard to the long term and cumulative effects of its decisions
- to bear in mind that it is the custodian and trustee of public assets and to effectively plan for, account for and manage the assets for which it is responsible
- to engage in long-term strategic planning on behalf of the local community
- to exercise its functions in a manner that is consistent with and promotes social justice principles of equity, access, participation and rights

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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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.

~~44 March 2016~~ 30 August 2016

oooO END OF REPORT Oooo

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Item: 186 **CP - Planning Proposal to Amend Hawkesbury Local Environmental Plan 2012 - Lots 104 and 105 DP 1051618, 1442 and 1442A Kurmond Road, Kurmond - (95498, 124414, 74563, 7663, 84535, 119045)**

File Number:	LEP11-001/12
Property Address:	Lots 104 and 105 DP 1051618, 1442 and 1442A Kurmond Road, Kurmond
Applicant:	Glenn Falson Urban and Regional Planning Consultant
Owner(s):	Mr MJ Mahboub, Mr BL Matthias and Mr DJ Galea
Date Received:	1 August 2012
Public exhibition:	11 September 2015 – 6 October 2015
Community Submissions:	Six submissions in support
Government Agency Submissions:	Seven submissions
Recommendation:	Council proceed with the making of the LEP amendment and publically exhibit an associated draft Voluntary Planning Agreement

REPORT:

Executive Summary

On 30 July 2013 Council considered a report regarding a planning proposal, submitted by Glenn Falson Urban and Regional Planning Consultant (the applicant), seeking an amendment to Hawkesbury Local Environmental Plan 2012 (LEP 2012) in order to allow development of Lots 104 and 105 DP 1051618, 1442 and 1442A Kurmond Road, Kurmond primarily for large lot residential purposes.

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

This report also includes advice to Council of an offer by the developer to enter into a Voluntary Planning Agreement (VPA) with Council that would result in the developer paying a cash contribution of \$30,000 per housing lot to Council.

It is recommended that Council proceed with the making of an LEP that gives effect to the revised planning proposal described in this report, and to place the draft VPA on public exhibition.

Background

On 30 July 2013, Council considered a report regarding a planning proposal seeking an amendment to LEP 2012 in order to allow development of Lots 104 and 105 DP 1051618, 1442 and 1442A Kurmond Road, Kurmond into approximately 15 lots with a minimum lot size of not less than 4,000m². The subject site is shown in Figure 1 below. The adjoining Figure 2 shows the concept plan of subdivision (not adopted by Council) and proposed Lot Size Map amendment as presented to the Council meeting on 30 July 2013.



Figure 1: Subject Site



Figure 2: Concept Plan of Subdivision and Lot Size Map Amendment

Council resolved at its meeting on 30 July 2013:

"That:

1. Council support the preparation of a planning proposal for the land comprising of Lot 104 and 105 DP 1051618, 1442 and 1442A Kurmond Road, Kurmond to allow development of the land for large lot residential development.
2. Subject to further consideration by the applicant and Council staff of matters relating to on-site effluent disposal, impact on Cumberland Plain Woodland, and avoidance of steep sloping land the planning proposal include suitable provisions relating to minimum lot size and, if required, a maximum number of lots.
3. The planning proposal be forwarded to the Department of Planning and Infrastructure for a "Gateway" determination.
4. The Department of Planning and Infrastructure be advised that Council wishes to request a Written Authorisation to Exercise Delegation to make the Plan.

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5. *If the Department of Planning and Infrastructure determines that the planning proposal is to proceed, Council commence the preparation of a Section 94 Contributions Plan for the vicinity of Kurmond to ensure that all proposed developments in the locality contribute to the required infrastructure, especially road upgrade and provision, in the locality. Alternatively the applicant and Council can commence Voluntary Planning Agreement negotiations to address this issue.*
6. *The Department of Planning and Infrastructure 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."*

Following subsequent discussions and correspondence between the applicant, Council and the Department of Planning and Environment (DP&E), which included a reduction in the proposed number of lots from 15 to 14, Council received a "Gateway" determination from the DP&E advising to proceed with the planning proposal on 8 May 2015.

Notification of the planning proposal was sent to various public authorities on 24 June 2015. Community consultation occurred 11 September 2015 to 6 October 2015 during which six submissions in support of the planning proposal were received.

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.

In finalising a "delegated" planning proposal, Council is required to prepare a "Section 59" planning report in accordance with DP&E requirements. As part of this report Council is required to provide details of consultation with relevant public agencies and demonstrate how any objections or issues were resolved and identify what amendments were made to the planning proposal to respond to the issues raised by agencies.

Consultation with Public Authorities

Consultation was undertaken with the following public authorities as prescribed by the Gateway determination:

- Office of Environment and Heritage (OEH)
- Roads and Maritime Service (RMS)
- Transport for NSW (TfNSW)
- NSW Trade & Investment - Resource & Energy Division (T&I)
- NSW Rural Fire Service (RFS)
- Greater Sydney Local Land Services (GSLLS)
- Sydney Water (SW).

Council received responses from all of the above mentioned public authorities. A summary of agencies comments and officer response is provided below.

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Office of Environment and Heritage

Agency Comment

OEH expressed concern that the planning proposal provided no additional planning controls proposed for the protection of native vegetation on the site and hence it is expected that future development will result in the fragmentation and incremental loss of vegetation through the erection of dwellings and associated provision of Asset Protection Zones, infrastructure, effluent disposal areas, as well as clearing for fencing and ancillary development such as sheds.

OEH stated that if there are areas with high biodiversity values, Council will need to consider how the protection of this vegetation can be achieved. OEH has previously commented that the E2 Environment Conservation zone could, and should, be used for areas of vegetation intended to be protected. Council should consider a split zoning for the sites which uses the E2 zone for land with biodiversity values.

Response

Further discussions have been held with the applicant and developer regarding the protection of significant vegetation on the site and a reduction in the number of proposed lots from 14 to 13. In lieu of a multi zone response, various minimum lot sizes are proposed for the subject site in order to minimise potential development impacts on and fragmentation of significant vegetation. This approach is explained in greater detail later in this report.

Roads and Maritime Services

Agency Comment

RMS raised concern with the cumulative impacts of the number of site specific planning proposals for rural residential developments in the Kurmond and Kurrajong area. In particular, concern was raised with regard to the impacts at the intersection of Kurmond Road and Bells Line of Road and potential exacerbation of road safety risks as a result of increased turning traffic associated with future development. RMS advised that they do not have any current plans or funding available for upgrades to this intersection and noted that while planning proposals and subsequent subdivisions may not, on their own, generate a significant increase in traffic and may not warrant upgrades, the cumulative impacts of the development traffic can be substantial and require upgrades.

RMS advised that they understand Council is undertaking a broader investigation of the impacts of large lot residential development in the area and recommended that this investigation include a Traffic Study to investigate impacts to the surrounding road network and individual intersections that are likely to be adversely impacted by the increase in traffic. RMS recommended that the planning proposal be put on hold pending the completion of this broader investigation.

RMS stated they would be willing to provide advice and assistance to Council where possible in the development of the study and developer funding mechanisms that would provide opportunity to collect contributions to fund local and State road improvements in the vicinity via Section 94/94A Plans and/or VPAs and other planning agreements.

Notwithstanding the above, RMS also noted that the planning proposal includes a concept plan for a future 14 lot subdivision, and proposes a site specific clause and map to be incorporated into the LEP to limit future development of the site to a maximum of 14 lots.

In conclusion, the RMS stated that if the planning proposal is to be pursued in isolation in its current form, then a site specific control be included in the LEP to limit the future development of the subject site to a maximum of 14 lots.

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Response

Council staff have continued discussions with RMS since the receipt of their correspondence and continue to undertake the broader assessment of the Kurmond and Kurrajong Investigation Area.

As will be discussed later in this report, it is considered that the maximum number of lots achievable by the proposed amendment to the LEP is 13 lots, hence RMS concluding remarks can be satisfied.

Transport for NSW

Agency Comment

Transport for NSW (TfNSW) advised that they are currently investigating a suitable corridor for the Bells Line of Road – Castlereagh Connection and notes that the site is within their broad investigation area. TfNSW also advised that they are consulting with stakeholders and the wider community to identify potential corridors for further investigation and hopes to have a recommended corridor for preservation by late 2016.

TfNSW also requested that the planning proposal consider Section 117 Ministerial Direction 3.4 Integrating Land Use and Transport. This Direction indicates that planning proposals must locate zones for urban purposes and include provisions that give effect to and are consistent with the aims, objectives and principles of *Improving Transport Choice – Guidelines for Planning and Development (DUPA 2001)*. A key objective of this document is for every household to be within 400m walking distance of a bus route served at least every 30 minutes.

Response

To date TfNSW have not published a recommended corridor for the Bells Line of Road – Castlereagh Connection.

Section 117 Direction 3.4 primarily relates to the rezoning of land for urban purposes and is not readily applicable to a large lot residential / rural residential planning proposal. In response to this Direction the planning proposal states:

"The proposed rezoning will have no impact on transport. Kurmond is served by a local bus route and the proposal is of minor significance only. It is therefore considered that the proposal does not warrant the preparation of a specific study in accordance with this Direction. "

The DP&E in their "Gateway" determination of the planning proposal stated:

"I have also agreed that any inconsistencies with Section 117 Directions . . . 3.4 Integrating Land Use and Transport . . . are of minor significance. No further approval is required in relation to these Directions."

Sydney Water

Agency Comment

The proposed subdivision is contained within the Kurrajong Water Supply Zone. There are approximately 850 lots currently connected to the system. In addition to normal demand from these properties, the water supply system is used as a tanker filling point during dry periods for a number of properties outside the zone without a water supply.

The current supply system has historically been put under strain by the existing demands during dry periods. Any new developments would require substantial water amplifications to the existing water supply zone as well as a contribution to the future expansion of the North Richmond Water Filtration Plant (WFP) to maintain supply.

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There is currently no wastewater service provision in the proposed development area or in the immediate vicinity. The nearest wastewater network and treatment plant is located in North Richmond, 4km southeast of the existing village at Kurmond and a further 2km to Kurrajong.

There are currently no plans to extend services into the proposed development area. Based on the 2014 Growth Servicing Strategy, it is likely that the North Richmond WFP will require expansion to cater for expected growth in the Hawkesbury LGA. Timing of the amplification is dependent on the rate of growth in the North Richmond Delivery System.

Response

The planning proposal states that:

"reticulated water goes past the site's frontage. Whilst it is assumed that water would be available from Sydney Water if there was a supply difficulty then this would not be a bar to the subdivision occurring as the majority of nearby lots rely on water catchment rather than the reticulated supply. It may be that Sydney Water requires a restricted supply to each dwelling whereby the subdivision draws no more than the current provision to the two existing lots with this being stored and re-reticulated to dwellings in conjunction with roof water storage tanks. Again this is a common type of provision within the Hawkesbury LGA."

It is considered that the provision of a reticulated water supply to the proposed new lots can be considered at the Development Application (DA) stage with further examination of this issue by the applicant, Council and Sydney Water. Should amplification works be required at DA stage then the developer would have to make satisfactory arrangements with Sydney Water prior to the creation of the new lots. Alternatively, should the amplification works be undertaken after the subdivision of the land then the future owners may be able to connect into Sydney Water's system via the payment of appropriate Sydney Water charges.

With respect to wastewater services, the applicant has provided a wastewater feasibility study demonstrating that on-site treatment and disposal of wastewater is achievable, hence the site need not be connected to a reticulated sewage system.

NSW Rural Fire Service

Agency Comment

The NSW Rural Fire Service (RFS) raised no objection to the planning proposal subject to a requirement that the future subdivision of the land complies with *Planning for Bushfire Protection 2006* (PBP 2006).

Response

A provision requiring that the future subdivision comply with PBP 2006 need not be included into the proposed LEP amendment as this is a mandatory matter for consideration at DA stage.

NSW Trade & Investment - Resource & Energy Division

Agency Comment

NSW Trade and Investment raised no objection to the proposal.

Local Land Services Greater Sydney

Agency Comment

The Greater Sydney Local Land Services raised no objection to the proposal.

Community Consultation

The planning proposal was publically exhibited for the period 11 September 2015 to 6 October 2015. A notice was placed in the 'Hawkesbury Courier' local newspaper and letters were sent to adjoining and nearby landowners and occupiers advising of the public exhibition of the planning proposal. During the public exhibition period the planning proposal and supporting documentation was made available on Council's website and at Council's Main Administration Building.

Council received six submissions in support of the planning proposal. In summary, the submitters approved of the proposed 4,000m² lots and encouraged Council to approve the subdivision in order to increase housing supply and commercial and retail activity.

Proposed Amendment to Lot Size Map of LEP 2012

Since this planning proposal was reported to Council on 30 July 2013, a number of reports have been presented to Council regarding the Kurmond and Kurrajong Investigation Area. Of primary relevance are the reports to Council on 28 July 2015 and 24 November 2015 which included an analysis of land and environmental constraints within the Investigation Area.

The result of these reports was that Council adopted the following development principles as an Interim Policy for planning within the Kurmond and Kurrajong Investigation Area:

- building envelopes, asset protection zones (APZs), driveways and roads are located on land with a slope less than 15%
- removal of significant vegetation is avoided
- fragmentation of significant vegetation is minimised
- building envelopes, APZs, driveways and roads (not including roads for the purposes of crossing watercourse) are located outside of riparian corridors
- road and other crossings of water courses is minimised
- fragmentation of riparian areas is minimised
- removal of dams containing significant aquatic habitat is avoided.

In response to these principles and comments received from OEH, extensive and ongoing discussions were held with the applicant and owner regarding the identification of significant vegetation on the site, the proposed amendment to the Lot Size Map and overall lot yield.

Additional vegetation mapping was received showing a stand of Cumberland Plain Woodland (a critically endangered ecological community) towards the front of the site and Shale Sandstone Transition Forest (a critically endangered ecological community) towards the rear of the site. These communities are shown in Figure 3 below. Council officers subsequently inspected the site with the owner and the owner's surveyor to ground truth the mapping and determine a "line of best fit" for boundaries between minimum lot size areas.

As a result, in order to avoid removal and fragmentation of these significant vegetation communities and avoid fragmentation of the two watercourses traversing the site it is recommended that the relevant Lot Size Map of the LEP be amended as shown in Figure 3.

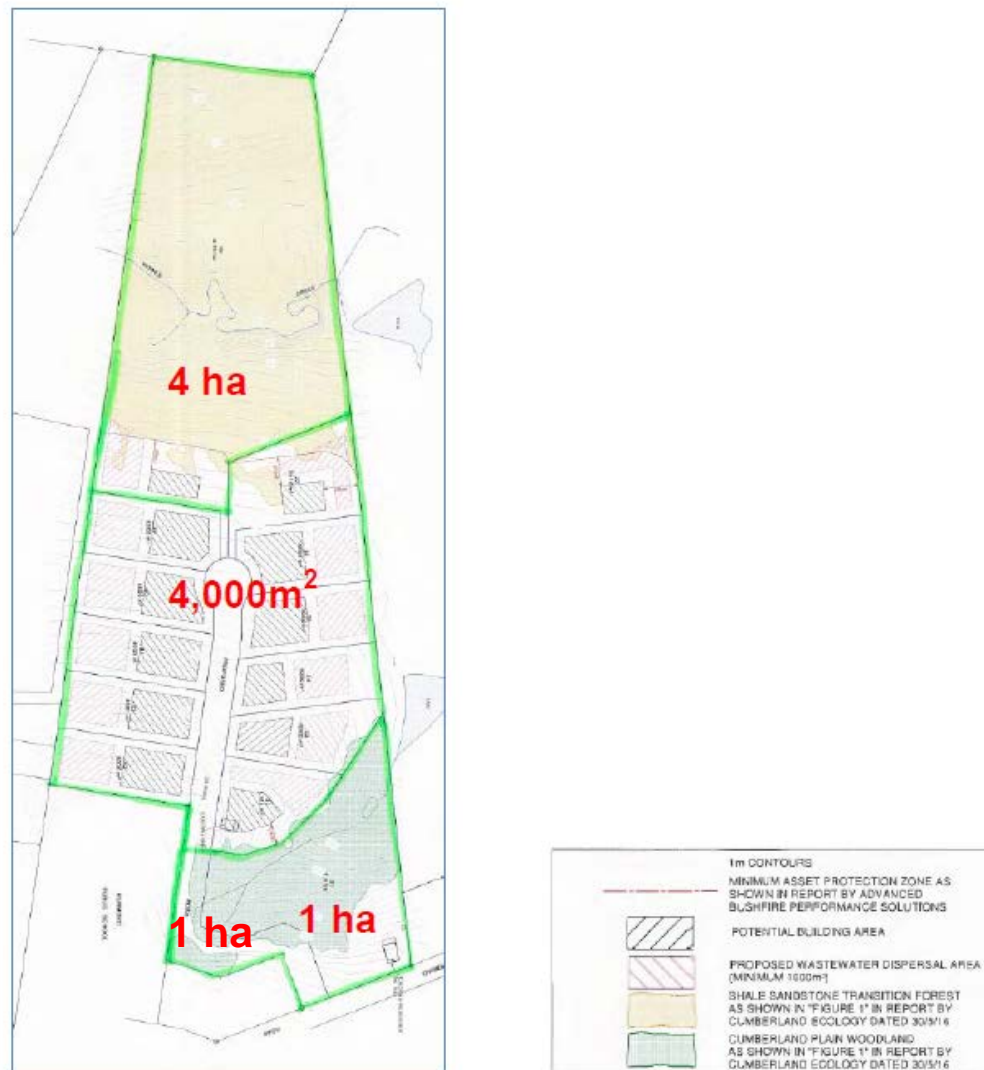


Figure 3: Location of significant vegetation and proposed amendment to Lot Size Map

The amendment proposed by Figure 3 would result in a superior environmental outcome given it would result in:

- a single lot being created at the front of the site which would include an existing dwelling, the Cumberland Plain Woodland and a watercourse
- a single lot being created at the rear of the site which include Shale Sandstone Transition Forest, a watercourse and sufficient area for a dwelling and associated waste water irrigation area and Asset Protection Zone outside of the Shale Sandstone Transition Forest area
- approximately 11 lots with a minimum lot size of 4,000m² in the middle of the site on the relatively unconstrained land.

It should be noted that the lot layout shown in Figure 3 is for indicative purposes only and is not proposed to be incorporated into the LEP amendment. The actual plan of subdivision is to be determined at DA stage, and may be different to that shown in Figure 3.

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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. Fundamental constraints and associated recommendations that are relevant to this planning proposal are shown below in Tables 1 and 2. These tables also provide comments regarding the proposal's compliance with the 'fundamental' development constraints.

Table 1: Physical Environment

Factor	Degree of Constraint to Development	Recommendation
<i>Terrestrial Biodiversity</i>		
Impact of development on threatened or endangered flora and fauna	Fundamental - Major	Legislation applies to threatened and endangered species. OEH concurrence may be required. Removal of significant vegetation is to be avoided. Fragmentation of significant vegetation is to be minimised.
Comment: The significant vegetation is the Cumberland Plain Woodland located towards the front of the subject site and Shale Sandstone Transition Forest located at the rear of the site. The proposed 1ha and 4ha minimum lot sizes will minimise removal and avoid fragmentation of this significant vegetation.		
<i>Watercourses and Riparian Areas</i>		
Impact of development on watercourses and riparian areas	Fundamental - Major	Legislation applies to threatened and endangered species. OEH concurrence may be required. Building envelopes, APZs, driveways and roads (not including roads for the purposes of crossing watercourses) are to be located outside of riparian corridors. Road crossings of watercourses are to be minimised. Fragmentation of riparian areas is to be minimised.
Comment: The proposed 1ha and 4ha minimum lot sizes will allow for compliance with this recommendation and allows for building envelopes, APZs and driveways to be located outside of the riparian corridors.		
<i>Dams</i>		
Impact of development on aquatic habitat. Proximity of dams to effluent disposal systems	Fundamental - Minor	Legislation applies to threatened and endangered species. OEH concurrence may be required. Removal of dams containing significant aquatic habitat is to be avoided. Minimum required buffer distances for effluent disposal systems are to be adhered to.
Comment: No dams are proposed to be impacted by the development. The applicant has provided initial advice that minimum required buffer distances for effluent disposal systems can be achieved. This will be further assessed at DA stage.		

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Factor	Degree of Constraint to Development	Recommendation
<i>Bushfire threat</i>		
Impact of the location and management of APZs and perimeter roads	Fundamental - Major	RFS concurrence may be required. Building construction and water supply is to comply with NSW Rural Fire Service's Planning for Bushfire Protection 2006, e.g. APZs and roads.
Comment: It is considered this can be satisfactorily dealt with at DA stage by way of referral to the RFS and appropriate conditions of consent.		
<i>Aboriginal Heritage</i>		
Impact of development on Aboriginal heritage items	Fundamental - Moderate	<i>National Parks and Wildlife Act 1974</i> applies Council and developers are also to consider relevant provisions of the <i>Heritage Act 1977</i> when preparing and considering development applications.
Comment: No known aboriginal relics are located on the site. Further consideration can be given to this at DA stage.		
<i>Land Contamination</i>		
Suitability of land to be developed given potential for land to be contaminated	Fundamental - Minor	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.
Comment: The applicant advises that the land has not been used for an agricultural use for many years. Previous uses were for limited grazing activities of cattle and horses. There is no obvious evidence of surface or groundwater pollution as a result of past uses. Further consideration can be given to this at DA stage.		
<i>Acid Sulfate Soils</i>		
Impact of disturbance of acid sulfate soils on the environment and development	Fundamental to Minor	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 may be required.
Comment: The subject site is within the Acid Sulfate Soils Class 5 categorisation which is the least restrictive of the five classifications. Further considered can be given to this at DA.		

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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 have not requested a development contribution for road works. Council officers are continuing discussions with RMS regarding the road network. A VPA is proposed as part of this 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: The applicant has provided suitable advice demonstrating 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 public transport services.		
<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 DA stage by way of the assessment of drainage designs and conditions of consent.		

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Factor	Degree of Constraint to Development	Recommendation
<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 DA 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 DA stage by way of conditions of consent.		

Offer of a Voluntary Planning Agreement

Council considered a report on VPAs for the Kurmond and Kurrajong Investigation Area at its Meeting of 10 November 2015. The resolution at this Meeting was as follows:

"That:

- 1. Council agree to offers to enter into negotiations for Voluntary Planning Agreements in the Kurrajong/Kurmond Investigation Area in the absence of an adopted Section 94 developer contributions plan.*
- 2. Any Voluntary Planning Agreement for this locality to be based on CPI adjusted cash contributions on a per lot release basis consistent with the offers discussed in this report.*
- 3. Negotiations for draft VPAs should include consideration of a Clause to terminate the VPA once the Section 94 Plan is adopted with no retrospective provisions should the amended contributions be different to the VPA contribution amount.*
- 4. To reinforce Council's previous resolutions planning proposals that have completed public exhibition are not to be reported to Council for finalisation until a Section 94 Plan is adopted or the report is accompanied by a draft Voluntary Planning Agreement that is proposed to be placed on public exhibition."*

In response to this resolution the developer has offered to enter into a VPA with Council that would result in the developer paying a cash contribution to Council to the value of \$30,000 per housing lot. The draft VPA is attached to this report.

Variation to Planning Proposals

The Environmental Planning and Assessment Act 1979 permits Council, at any time, to vary a planning proposal as a consequence of its consideration of any submission or report during community consultation or for any other reason.

If Council does vary the planning proposal it is to forward the revised planning proposal to the Minister of Planning.

As discussed above, post "Gateway" determination variations to the planning proposal are proposed. Hence, if Council agrees with these variations, prior to Council finalising the planning proposal under delegated authority from DP&E, it will be necessary to forward these variations to DP&E for consideration.

Conclusion

In response to recent resolutions of Council and comments from OEH it is recommended that the planning proposal proceed on the basis of the abovementioned proposed amendments to the Lot Size Map. These amendments are proposed in order to provide greater protection of the significant vegetation and watercourses on the subject site.

In accordance with previous resolutions of Council, the developer has offered to enter into a Voluntary Planning Agreement with Council that would result in the cash payment of \$30,000 a per housing lot.

It is therefore recommended that Council proceed with the making of an LEP that will give effect to the proposed amendment described in this report, and that the draft VPA be publically exhibited for a minimum of 28 days.

Conformance to the Hawkesbury Community Strategic Plan

The proposal is consistent with the Looking after People and Place Directions statement:

- Offer residents a choice of housing options that meet their needs whilst being sympathetic to the qualities of the Hawkesbury
- Population growth is matched with the provisions of infrastructure and is sympathetic to the rural, environmental, heritage values and character of the Hawkesbury
- Have development on both sides of the river supported by appropriate physical and community infrastructure.

Financial Implications

The applicant has paid the fees required by Council's Fees and Charges for the preparation of a local environmental plan.

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 a plan to amend the Hawkesbury Local Environmental Plan 2012 in order to permit the subdivision of Lots 104 and 105 DP 1051618, 1442 and 1442A Kurmond Road, Kurmond into not more than 13 lots with minimum lot sizes of 4000m², 1ha and 4ha as described in 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. 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.
5. Publically exhibit the Draft Voluntary Planning Agreement attached to this report for a minimum of 28 days and the Voluntary Planning Agreement be reported back to Council following public exhibition prior to finalisation.

ATTACHMENTS:

- AT - 1** Draft Voluntary Planning Agreement between Hawkesbury City Council and Michael Mahboub, Benjamin Matthias and Daniel Galea

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AT - 1 Draft Voluntary Planning Agreement

between

Hawkesbury City Council and Michael Mahboub, Benjamin Matthias and Daniel Galea

THIS PLANNING AGREEMENT is made on the day of 2016

BETWEEN:

Parties

HAWKESBURY CITY COUNCIL ("the Council")

AND:

**MICHAEL MAHBOUB,
BENJAMIN MATTHIAS, AND
DANIAL GALEA** (collectively known as "the Developer")

Introduction

- A. The Developer is the registered proprietor of the Development Land.
- B. On 19th March 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 Applications 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 a 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.

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- 1.6 "Cash Contribution" means, subject to clauses 3, 6, 7 and 8 an amount calculated on the basis of \$30,000 per 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 LPI.
- 1.8 "Costs" include costs, charges, fees, disbursements and expenses, including those incurred in connection with advisers.
- 1.9 "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.
- 1.10 "CPI Review Date" means each anniversary of the date of this agreement.
- 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 104 and 105 DP 1051618, 1442 and 1442A 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:
- (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;

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- (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.
- 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 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 amendment to Hawkesbury Local Environmental Plan 2012 and the subdivision of the Development Land into not more than 13 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.

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- 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.
- 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 subdivision of the Development Land, the construction of a single dwelling and/or structures ancillary to residential use of land such as outbuildings, swimming pools, fencing, landscape structures and the like, on each Housing Lot. This agreement does not exclude the application of section 94A and section 94 of the

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Act to the construction of more than one dwelling on a Housing Lot or development that is not ancillary to the residential use of the land.

- 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.

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 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 additional Housing Lot.
- 6.2 For the avoidance of doubt, the parties agree and acknowledge the Development Land consists of two allotments and the Council will exclude the number of existing allotments when calculating the required Developer's Contribution.
- 6.3 If less than 13 Housing Lots are achieved on the Development Land, the Cash Contribution of \$30,000 per Housing Lot created will be multiplied by the number of achievable Housing Lots created

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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 13 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 allotments.

8 CPI Adjustment of Developer's Contributions

8.1 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.

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;

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- (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.

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 survives termination of this agreement.

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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 subdivision plan made pursuant to the Development Approval unless and until this agreement has been registered at LPI on the title of the Development Land.

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

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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.
- 14.2.1 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.
 - 14.2.2 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.

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.

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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.

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

The Developer

Address:

Michael Mahboub
PO Box 353
RICHMOND NSW 2753

Council

Address:

Hawkesbury City Council
Attention: General Manager
366 George Street,
WINDSOR NSW 2756

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

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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.

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

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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.

Executed as an agreement on

2016

Execution by Council

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

Signed by :

Signature of director/company secretary

Signature of director

Print name

Print name

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GENERAL MANAGER

Item: 187 **GM - Hawkesbury Community Strategic Plan - Community Indicators End of Term Report - (95498, 124414, 96328)**

Previous Item: 164, Ordinary (29 September 2015)
 108, Ordinary (28 June 2014)
 135, Ordinary (29 July 2014)

REPORT:

Executive Summary

As part of legislative requirements under the Integrated Planning and Reporting framework for local government in New South Wales, each Council is required to prepare an End of Term Report. The End of Term Report is to report on Council's progress in implementing the Community Strategic Plan over the previous four years. With a particular focus on outcomes, the report is to highlight what the results for the community and Council have been as a result of the various activities undertaken throughout the four year term of Council.

This report has been prepared to advise Council of the compilation and completion of the Hawkesbury Community Strategic Plan - Community Indicators End of Term Report. The content of the End of Term Report is based on the 78 community indicators adopted by Council in July 2014 to measure progress in the implementation of the Hawkesbury Community Strategic Plan 2013-2032.

The report shows that, in comparison with the Community Indicators outcomes as reported in the Mid-Term Community Indicators Report, there has been an increase in the number and proportion of community indicators, which are either 'on track' or 'stable' and a corresponding decrease in the number of community indicators assessed as 'heading the wrong way'.

The report proposes that the Community Indicators End of Term Report be received by Council, released for publication on Council's web-site as required by the Office of Local Government (OLG) guidelines and submitted to the NSW State Government as part of statutory reporting requirements, including the Annual Report.

Consultation

The issues raised in this report concern matters which do not require community consultation under Council's Community Engagement Policy. The report recommends the release of information to advise the community of progress in the implementation of the Hawkesbury Community Strategic Plan 2013-2032 (CSP), which was adopted following extensive community consultation. The Community Indicators End of Term Report is intended to measure progress against the measures contained within the CSP. This End of Term Report will provide a significant input into the incoming Council's review of the CSP, and community engagement as part of that review process.

Background

The Hawkesbury Community Strategic Plan 2013-2032 (CSP) was adopted by Council on 9 April 2013, and documents the community's aspirations for the future of the Hawkesbury. The Plan incorporates a series of Directions, Strategies and Goals, which outline how these aspirations are to be achieved, and the targets that will need to be met if they are to be achieved. The Plan also identifies measures to track progress in moving towards these targets.

At the Councillor Workshop to review the CSP held in 2012, there was a strong emphasis on developing a Plan with outcomes that could be objectively measured. To this end, considerable time was spent on

developing a set of measures which reflect the Goals within the CSP. These measures were subsequently included in the CSP and also appear in the Delivery Program.

On 29 July 2014, Council adopted a list of 78 community indicators to measure progress in the implementation of the strategies within the CSP. The 78 community indicators were developed with the assistance of the Human Services Advisory Committee and the Sustainability Advisory Committee. In adopting the community indicators, Council also resolved to direct staff to compile a 'community report card', based on the adopted indicators, and for this document to be reported to Council.

This led to the preparation of the Community Indicators Mid-Term Report. As Council was advised in July 2014, the timing for the production of a community report card would need to take into account the frequency of data to be collected for each of the community indicators. Much of this data is only generated at two or five yearly intervals. On that basis, Council was advised that there would be little value in implementing a six-monthly or annual reporting regime, as this frequency of reporting would not provide for the identification of any meaningful trend over the short term. A more realistic position would be to prepare a two-yearly community report card (a 'mid-term' and an 'end of term' report).

The Community Indicators Mid-Term Report was the first report to have been compiled using the adopted community indicators. Due to the time required to source and test data, and then prepare and format the initial report, the Mid-Term Report was reported to Council in the third year of its four year term. The completion of the first report has significantly assisted in the preparation of this End of Term Report.

The Hawkesbury Community Strategic Plan - Community Indicators End of Term Report has been attached as Attachment 1 to this report.

It should be noted that councils have to be particularly mindful during the 'caretaker period' in terms of publications and avoiding what could be constituted as 'electoral material'. To that end, this report has been compiled with a focus on reporting directly against each indicator to provide a factual reflection of the measurable outcomes of the CSP indicators. The OLG has provided specific guidelines relating to this issue.

The Community Indicators

Source: The indicators were derived from established indicators which have been identified in conjunction with the development of community indicator frameworks by other local governments, universities and state and federal local government peak bodies.

Scope: Each community indicator is directly linked to the 43 measures within the CSP. They include a headline indicator - which directly relates to the CSP measure or which is as close as possible to the measure (given the availability of data). Secondary indicators supplement the headline indicator.

A mix of Indicators: A combination of quantitative and qualitative indicators has been used. The quantitative indicators provide hard numerical data, while the qualitative indicators are primarily derived from Council's biennial community survey tool.

Measurable and based on existing sources: Only indicators which could be readily obtained from an existing, reliable source have been used (so they can be replicated over time).

Achievable within existing resources: Indicators were identified on the basis that they could be accessed and collated without the need for significant additional staffing or financial resources.

Referenced to biennial Community Survey: The list of 78 indicators includes 19 indicators which were sourced directly from the biennial Community Survey conducted by Micromex Research on behalf of Council.

Snapshot of Outcomes

Each indicator was assessed on the basis of a simple three part rating scale - 'on track' where the trend is heading in the right direction; 'stable' where there was a neutral result; and 'heading the wrong way' where

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the outcome showed a negative trend. There were 10 indicators where no data was currently available to measure performance.

The following table summarises the community indicator outcomes against each CSP theme based on this rating scale. It also provides for a comparison of the result from the mid-term report issued in August 2015, and the End-of-Term results as outlined in this report.

Excluding the 10 community indicators for which data sets are currently unavailable, leaves 68 indicators for which data is available to track progress in the implementation of the goals within the CSP.

The table shows that, in comparison with the community indicator outcomes as reported in the mid-term community indicators report, there has been an increase in the number and proportion of community indicators which are either 'on track' or 'stable' - from 81% (55 of 68 community indicators) as reported in the Mid-Term Community Indicators Report, to 91% (62 of 68 community indicators) as reported in this End-of Term Community Indicators Report.

CSP Theme	no of indicators		 on track	 stable	 heading the wrong way	no data	data not yet available
Looking After People and Place	mid term	24	9 37%	5 21%	5 21%	5	21%
	end of term	24	11 46%	5 21%	3 12%	5	21%
Caring for Our Environment	mid term	12	7 59%	4 33%	0 0%	1	8%
	end of term	12	6 50%	6 50%	0 0%	0	0%
Linking the Hawkesbury	mid term	9	3 33%	3 33%	2 23%	1	12%
	end of term	9	4 44%	3 33%	1 11%	1	12%
Supporting Business and Local Jobs	mid term	14	4 29%	8 57%	0 0%	2	14%
	end of term	14	4 29%	8 57%	0 0%	2	14%
Shaping our Future Together	mid term	19	6 32%	6 32%	5 26%	2	10%
	end of term	19	6 32%	9 47%	2 11%	2	10%
Total	mid term	78	29 37%	26 33%	13 16%	11	14%
	end of term	78	31 40%	31 40%	6 7%	10	13%

Of the 68 indicators for which data is available and recorded in this End-of-Term Community Indicators Report, 31 community indicators (40% of total indicators) were recorded as 'on track' and heading in the right direction, 31 community indicators (40% of total indicators) were recorded as 'stable', and 6 community indicators (7% of total indicators) were recorded as 'heading the wrong way'.

The 6 (7%) indicators which returned a negative result in terms of 'heading the wrong way' included:

Housing Affordability

Reflecting an increase in the number of low-income households experiencing housing stress, and an increase in the proportion of median household income required to meet median housing costs.

In this respect it should be noted that there are wider structural issues at play that are in many respects outside of the direct influence of Council. Whilst housing affordability is a significant issue there are only certain policy positions that Council can continue to take and advocate for, but ultimately it is a matter that requires collaboration across all levels of government and the private sector if it is ever to be addressed in a meaningful way. This is not to say that the issue should be put in the 'too hard basket', but the realities of the situation are such that Council, on its own, cannot adequately address this indicator.

Population Profile

In net migration terms, the Hawkesbury suffered a loss in population in six of eight age categories (more people leaving than arriving). In proportional terms, between 2006 and 2011, the population profile of the Hawkesbury was ageing at a faster rate than the statewide trend.

Validation of this trend and the rate of change, if this trend has continued as part of the outcomes of the 2016 Census, will be an important input into future reviews of the CSP. If such a trend has continued the reasons need to be explored in further detail and consideration of the implications in an informed manner. This will to a large degree influence future reviews of a number of CSP Directions and Strategies if having considered recent trends and implications as to whether or not the CSP should target a reversal of this decline in all age categories or selected categories.

Road Condition & Maintenance

A decline in the proportion of the sealed road network, with a PCI rating of satisfactory or above, and an increase in the funding gap between actual and required expenditure on road maintenance and renewal.

Council maintains a large asset holding (in excess of \$1 Billion) with more than half of that made up of 1,038km of local roads which service a relatively small and dispersed population. Meeting the costs associated with the consumption of these assets is the critical determinant impacting upon Council's future financial sustainability.

In July 2016, Council adopted a 20 point *Fit for the Future Action Plan* which sets out a program of expenditure and revenue measures to transition Council to achieve a balanced operating result by 2019/2020, and increase its capacity to invest resources in new services and strategic initiatives. Also in July 2016, Council commenced a comprehensive community engagement strategy to engage with residents on the elements of this plan and the issues and challenges impacting on the future sustainability of the Hawkesbury.

Whilst a single indicator within the CSP, the implications of this matter are considerable and the need for an incoming Council to be fully appraised of these issues and the implications of this is seen as paramount, along with the outcomes of the current community engagement regarding levels of service.

Financial Performance

Reflecting the increase in operating deficits, Council's operating performance is heavily impacted by the depreciation of its assets, the value of which can vary substantially from year to year following the revaluation of these assets. The sharp deterioration in financial performance experienced in 2011/2012 and 2015/2016 can be attributed to the revaluation of Council's road assets. The revaluation of assets resulted in an increase in the replacement value of those assets and consequently an increase in the associated depreciation amounts.

Given the direct relationship to the indicator associated with Road Condition and Maintenance, the incoming Council needs to be fully appraised of this matter and its implications.

Community Satisfaction with Consultation

Due to a number of factors, the identified decrease in the level of community satisfaction with Council's consultation processes directly correlates with the actual extent of Council's community engagement/consultation processes during this term. This is particularly the case during the last 12-18 months where attention and efforts of the Council to combat a merger proposal has seen engagement/consultation processes significantly decline.

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Both the outcome of the merger proposal and the public enquiry process associated with that merger proposal highlighted the fact that the community made it very clear that it wanted to see more engagement from Council. The incoming Council should be particularly mindful of these views and the need for greater levels of community engagement and consultation. Having said that, in July 2016 Council commenced a comprehensive two stage community engagement strategy focused upon levels of service. Both informing the community in terms of Council's current financial position, and engaging with the community in terms of where future priorities should be directed, the engagement process has been extensive and all inclusive. In terms of general feedback to date on the engagement process it is clear that the community has been extremely appreciative of the opportunity to engage with Council, which validates the views expressed during the public enquiry process for the merger proposal. The engagement process underway at the present time is seen as a benchmark in terms of where and how Council should continue its future engagement processes. Should the incoming Council continue with engagement and consultation processes such as the current levels of service engagement then it is considered that a reversal in the decline of community satisfaction with Council's engagement and consultation in decision making should be achieved and reflected in future reporting against such indicators.

Conformance to the Hawkesbury Community Strategic Plan

The proposal is consistent with the Shaping Our Future Together Directions statement:

- Have transparent, accountable and respected leadership and an engaged community;

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

- Achieve community respect through good corporate governance and community leadership and engagement.

Financial Implications

There are no financial implications arising from the preparation of this report.

RECOMMENDATION:

That the Hawkesbury Community Strategic Plan: Community Indicators End of Term Report be:

1. Received and released for publication on Council's website, in accordance with the Office of Local Government's guidelines.
2. Submitted to the NSW State Government as part of statutory reporting requirements.

ATTACHMENTS:

- AT - 1** Hawkesbury Community Strategic Plan: Community Indicators End of Term Report - August 2016 (*Distributed Under Separate Cover*)

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CITY PLANNING

Item: 188 **CP - Kurmond and Kurrajong Investigation Area Survey Results - (95498, 124414)**

Previous Item: 199, Ordinary (24 November 2015)

REPORT:

Executive Summary

The purpose of this report is to provide Council with a progress report regarding structure planning for the Kurmond and Kurrajong Investigation Area, and particularly the results of the survey of residents within the Investigation Area.

The Kurmond and Kurrajong Investigation Area Survey (the survey) was conducted with residents and land owners in the Kurmond and Kurrajong Investigation Area and the residential villages of Kurmond and Kurrajong. The purpose of the survey was to seek the views of land owners and residents with respect to residential or large lot residential/rural-residential development and to hear from those closest to and most likely affected by possible additional development in the Investigation Area.

Overall, the results of the survey showed that there was more interest in large lot residential/rural-residential development throughout the Investigation Area than for further residential development, particularly within the existing villages of Kurmond and Kurrajong. However, there was some support for large lot residential/rural-residential development and residential development immediately surrounding the village of Kurrajong and large lot residential/rural-residential development and residential development immediately surrounding the village of Kurmond. The full results of the survey (in text and tables) are provided in Attachment 2 of this report.

The report also provides details in terms of planning proposals already processed, and currently being processed. The report continues with discussion on Constraints Mapping, experiences in dealing with various planning proposals to date, possible scenarios, and a preferred approach to moving the structure planning process forward and further consultation in that respect.

Consultation

This report is the result of consultation with landowners and residents of the Kurmond and Kurrajong Investigation Area, and the surrounding residential villages of Kurmond and Kurrajong. The consultation was primarily conducted using Council's online community engagement portal *Your Hawkesbury Your Say*. The option of a hard-copy return postage paid survey was also provided to respondents.

The survey itself was a targeted survey of residents within the Investigation Area, Kurmond Village and Kurrajong Village, given the importance of ascertaining the views of those closest to and potentially most affected by possible future development. In total approximately 950 letters were sent to residents and landowners in the investigation area inviting participation in the survey.

Whilst a number of people from outside the area wanted to participate in the survey the intent of the survey was to target those closest to and potentially most effected. Despite this, Council officers did meet and discuss the structure planning process with members of the North Richmond and Districts Community Action Association and the Kurrajong Forum. It should also be noted, and as outlined in this report that should the recommendation be adopted, the broader community will be provided an opportunity to discuss and comment as the structure planning process continues.

Background

The Kurmond and Kurrajong Investigation Area has been an ongoing matter since 3 February 2015 when Council considered a Mayoral Minute regarding implementation planning for the Hawkesbury Residential Land Strategy (RLS). Specifically the Mayoral Minute highlighted the need to undertake structure planning and development contribution planning for development areas.

In response to the Mayoral Minute Council resolved, (in part), as follows:

"That:

- 1. Council suspend acceptance of new planning proposals under the Hawkesbury Residential Land Strategy (RLS) until the key implementation actions of the RLS, in particular, structure planning and development contribution planning has been completed for the Kurrajong/Kurmond investigation areas or 31 July 2015."*

On 31 March 2015 Council considered a report that proposed a large lot residential / rural residential development investigation area for Kurmond and Kurrajong for the purposes of structure planning and development contributions planning.

The extent of the investigation was determined by considering the location criteria of the RLS (i.e. "within 1km radius" and "cluster around or on the periphery of villages"), undertaking a desk top analysis of matters such as slope, existing vegetation, existing road layout and accesses, and zone and property boundaries.

The extent of the investigation area adopted by Council is shown in Attachment 1.

The report of 31 March 2015 also advised that Council staff would undertake a detailed analysis of the area to determine matters such as:

1. What land may be suitable for large lot residential / rural residential development.
2. What land may need to be protected or conserved (e.g. land containing threatened species or endangered ecological communities, riparian areas, land with significant slope, significant view lines).
3. The nature and location of future development (e.g. the type of residential development and minimum lot size requirements).
4. Likely development yield and take up rate.
5. The extent of rural village expansion and limits to growth.
6. The nature and location supporting public infrastructure (e.g. roads, intersections, drainage infrastructure, community facilities, parks and recreation facilities).
7. Mechanisms to fund and provide supporting public infrastructure.

Study of the investigation area to date has included examination of the broad State and local planning framework, demographic analysis, consideration of the physical environment, and identification of infrastructure and services within and surrounding the investigation area.

A series of tables to provide a summary of the physical environment, and infrastructure and servicing matters that have been considered including an assessment of the degree of constraint to development and recommendations to address the constraint was also presented to Council in November 2015. As highlighted in that previous report the major constraints to future development in the investigation area are the slope of land; the presence of threatened or endangered flora and fauna; watercourses and dams; managing the threat of bushfire; the capacity of the existing road network; and requirements for waste water disposal.

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At the Ordinary Meeting of Council on 24 November 2015, a progress report regarding the Kurmond and Kurrajong Investigation Area informed Council about a proposed survey to be conducted of landowners and residents within the investigation area as a first stage in consulting with the community regarding possible future development within the vicinity of the villages of Kurmond and Kurrajong.

On the 14 December 2015, a letter was sent to all landowners and residents in the Kurmond and Kurrajong Investigation Area and surrounding villages of Kurmond and Kurrajong inviting them to participate in the survey. Note in this report these three areas collectively are referred to as the "survey area". Interested persons were requested to register their interest in being part of the survey by 31 December 2015. Most people registered by this date, however in order to allow for maximum participation registrations were taken up until the commencement of the survey. The survey period was from 13 January 2016 to 8 February 2016 however, to allow for maximum participation, completed survey forms were received up until 19 February 2016.

As reported to Council on 24 November 2015, the survey was conducted with residents and land owners to gain an understanding of their interest in further residential or large lot rural residential development and to hear from those closest to and most likely affected by possible additional development. As part of the ongoing structure planning process, the wider community will have an opportunity to comment or make submissions on scenarios for development as a result of this survey.

A copy of the survey and map showing the Investigation Area, and Kurmond and Kurrajong village areas are provided in Attachments 1 and 2 of this report.

Respondents

Council received a total of 189 completed surveys (144 online and 45 hardcopy). This represents approximately 20% of landowners/residents in the survey area and is considered to be a good response for this type of survey.

From the 189 surveys completed 186 respondents identified where they either owned land and/or resided in the survey area. Of these respondents, 97 owned land/resided in the Kurrajong Village area, 61 owned land/resided in the Investigation Area, and 28 owned land/resided in the Kurmond Village area.

In terms of the age of respondents, the majority were in the "55 and over" group (80 respondents), followed by 51 respondents in the "35 to 54" age group, and nine in the "19 to 34" age group. This is fairly typical for this type of survey and also reflects an older age for ownership of land in the survey area.

The gender of respondents was fairly even with 73 male respondents and 70 female respondents recorded. Note, however that age and gender data could only be collected from the online survey participants as these were required questions when registering for the *Your Hawkesbury Your Say* online survey.

Summary of Survey Results

Overall, the results of the survey showed that there was more interest in large lot residential/rural-residential development throughout the Investigation Area than for further residential development in general. There was some support for large lot residential/rural-residential development immediately surrounding the village of Kurrajong and large lot residential/rural-residential development immediately surrounding the village of Kurmond.

Regarding further residential development the survey showed there was some interest in residential development immediately surrounding the villages of Kurmond and Kurrajong (within 300 metres) but less interest in additional residential development within either of the existing villages of Kurmond or Kurrajong.

The survey presented respondents with a list of eight "Preliminary Development Principles" in relation to fundamental or major constraints to development. Respondents were given five options: "Strongly Agree", "Agree", "Neither Agree or Disagree", "Disagree" and "Strongly Disagree" and asked to choose their preference for each principle.

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The eight "Preliminary Development Principles" which are essentially the current guiding principles to processing of current planning proposals were:

- "1. *Essential services under the Hawkesbury Local Environmental Plan 2012 and fundamental development constraints are resolved.*
2. *Building envelopes, asset protection zones (APZs), driveways and roads are located on land with a slope less than 15%.*
3. *Removal of significant vegetation is avoided.*
4. *Fragmentation of significant vegetation is minimised.*
5. *Building envelopes, APZs, driveways and roads (not including roads for the purposes of crossing watercourse) are located outside of riparian corridors.*
6. *Road and other crossings of watercourses is minimised.*
7. *Fragmentation of riparian areas is minimised.*
8. *Removal of dams containing significant aquatic habitat is avoided."*

The results of whether respondents agreed or disagreed with the eight preliminary development principles for additional residential or large lot residential/rural residential development was consistent across all areas regardless of where respondents owned land or lived.

The overwhelming majority of respondents either "Strongly agreed" or "Agreed" with the eight development principle statements.

With respect to the timing of future development most respondents wanted development to occur in the 'Short term' (1 to 5 years).

Finally, respondents were asked "If you are a land owner and additional residential or large lot residential/rural-residential development was possible on your land would you be interested in subdividing your land?" Overall most respondents answered "No" (82 responses), followed by "Yes" (62), with a smaller number being "Unsure" (21), and "Somewhat interested" (14). It should be noted that of the 82 "No" responses, 57 were from respondents within the Kurrajong Village Area.

Respondent's comments in the "General Comments" area were mainly about retaining the rural lifestyle of the area. Upgrading of services and infrastructure was a prerequisite for many respondents, specifically upgrading of the Richmond Bridge or an additional river crossing, upgrading roads to improve congestion, provision of mains sewerage, and improved town water supply. Some respondents expressed environmental concerns. Generally, most respondents in "General Survey Comments" expressed reservations about further development in the Investigation Area with only a small number of comments in support of it.

The full results of the survey (in text and tables) are available in Attachment 2 of this report.

Next Steps

Desired outcomes

From the commencement of this structure planning process, the desired outcomes have been to provide:

- structure planning to inform potential change in the area
- developer contribution planning to fund public infrastructure
- ensure future development is responsive to existing land and environmental constraints

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- ensure that possible amendments to the LEP do not create unrealistic owner/developer expectations in terms of number and extent of lots
- ensure that the final outcome has considered community input into the process.

Essentially the process sought to minimise debate about overall yields, lot layout, land alteration, and vegetation clearing at the Development Application stage. The ongoing work associated with this structure planning process is focussed towards achieving an overall balanced approach to facilitating appropriate outcomes within the Investigation Area. This will include a refinement of the areas that could be considered for potential future development based upon overall constraints and community input.

Constraints analysis

Based upon the work undertaken to date, the following Constraints Analysis Map provides an indication of the overall combined constraints including slope, vegetation and riparian corridors within the Investigation Area which can be utilised in order to refine possible options moving forward.

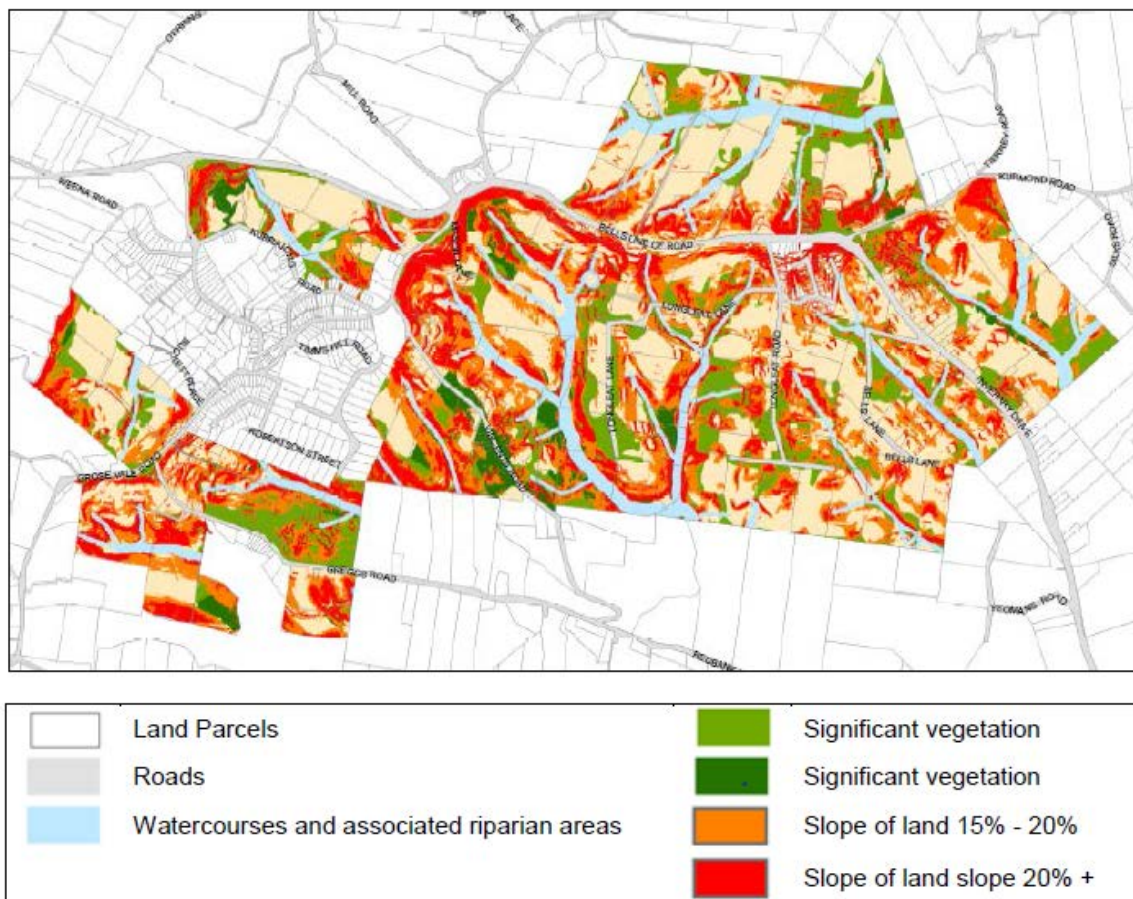


Figure 1 Kurmond and Kurrajong Investigation Area Constraints Map

As is evident from the Constraints Analysis Map, the buff coloured areas represent the relatively less constrained sections of the overall Investigation Area. There is an unsurprising correlation between the results of the Survey and the Constraints Analysis Map. The Survey highlighted that there was a greater degree of interest/willingness to explore future large lot residential options around the Kurmond area as opposed to around the Kurrajong area. The Constraints Analysis Map highlights that the area around Kurrajong represents some of the more constrained land within the Investigation Area, as compared with the area around Kurmond.

Current planning proposals and responses to current planning proposals

Council has received a number of planning proposals within the Investigation Area, of which to date only two have actually been finalised and resulted in the creation of four additional lots associated with one of those planning proposals. Figure 2 below provides an indication of the current Site Specific Planning Proposals that have been received, and the various stages each matter is at in the process.

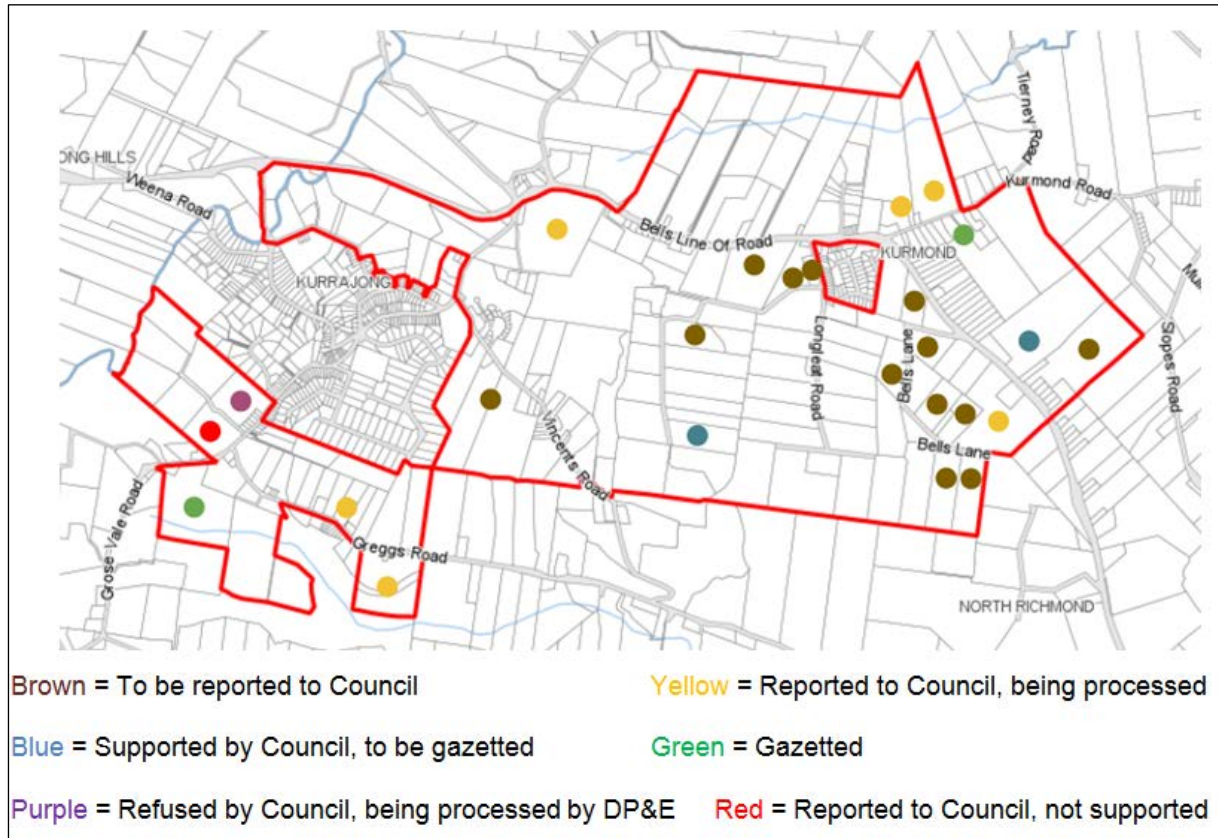


Figure 2 Current Site Specific Planning Proposals

There are a total of twenty current planning proposals being processed, of which nine have been received this calendar year. It is interesting to note the cluster of planning proposals around Kurmond, which again is indicative of the survey results and reflective of the lesser overall constraints in that area as opposed to other areas within the Investigation Area.

Based on the reports to Council on 28 July 2015 and 24 November 2015 which included an analysis of land and environmental constraints within the Investigation Area these planning proposals have been processed along the following guiding principles:

- building envelopes, asset protection zones (APZs), driveways and roads are located on land with a slope less than 15%
- removal of significant vegetation is avoided
- fragmentation of significant vegetation is minimised
- building envelopes, APZs, driveways and roads (not including roads for the purposes of crossing watercourse) are located outside of riparian corridors
- road and other crossings of water courses is minimised
- fragmentation of riparian areas is minimised
- removal of dams containing significant aquatic habitat is avoided.

Based upon these guiding principles, the processing of the current planning proposals received by Council could yield between 70-100 lots overall. Of note in dealing with these various planning proposals in line with the guiding principles, an analysis of overall yield indicates a figure of one lot per hectare even with an approach of a minimum lot size of 4,000m². This is to say that whilst certain land within each particular site has been considered suitable to include a 4,000m² minimum lot size, the overall lot yield across the combined sites is no denser than one lot per hectare.

Scenarios of Future Development

In terms of scenarios for future development, the following scenarios have been considered:

- *No further planning proposals or large lot residential development within the Investigation Area*

This particular scenario is contrary to the current Residential Land Strategy, and indeed the majority of survey responses from the community which expressed an interest/willingness to explore large lot residential options within the Investigation Area.

- *Continue to receive and assess site specific planning proposals only*

As has been evident in the processing of current planning proposals received by Council the resources associated with dealing with these matters has considerable impacts in terms of timeframes, staffing and the overall financial implications to both applicants and Council.

Additionally, in dealing with individual matters only it is difficult to obtain an overall view and an understanding of future outcomes, as compared to a completed structure planning and developer contribution planning process.

- *Council initiated broad brush amendment to the LEP*

Such an approach would see the development of a series of provisions such as minimum lot size to apply across the whole Investigation Area.

However, this approach would not recognise the development constraints and unsuitability of certain land that has been previously highlighted, and significantly would create unrealistic owner/developer expectations as to individual sites.

- *Council initiated selective amendment to the LEP*

This scenario would be based upon a series of specific areas within the Investigation Area being assessed for potential amendments to the LEP based on a number of development controls, including but not limited to density control, minimum lot sizes, and other relevant matters for consideration with each specific area.

As an indicative example based on experiences in dealing with various planning proposals to date a potential lot yield of 1 lot per hectare and 4,000m² lot size (provided 4,000m² was clear of constraints) could be considered for these specific areas.

Preferred Approach

In order to progress the structure planning process associated with the Kurmond and Kurrajong Investigation Area, the following preferred approach to achieve desired outcomes is recommended:

- discourage/minimise new site specific planning proposals
- Council initiate a planning proposal for multiple suitable sites
- development constraints are applied to future planning proposals
- continue structure planning and developer contribution planning.

This preferred approach would enable Council to gain control of the, currently, ad hoc approach to development of individual properties. This will also allow a more efficient approach to potential development in the locality that is consistent with the views of the directly affected community and also for Council to apply the appropriate mechanism to collect contributions to cover these costs and upgrade infrastructure required for any additional development.

Community Consultation

Should the recommendation be adopted by Council it will be necessary to develop the various scenarios and undertake consultation with the wider community.

Conformance to the Hawkesbury Community Strategic Plan

The proposal is consistent with the *Looking After People and Place* Directions statement;

- Offer residents a choice of housing options that meets their needs whilst being sympathetic to the qualities of the Hawkesbury.
- Population growth is matched with the provisions of infrastructure and is sympathetic to the rural, environmental, heritage values and character of the Hawkesbury.
- Have development on both sides of the river supported by appropriate physical and community infrastructure.

and is also consistent with the nominated Strategy in the CSP being:

- Encourage affordable, diverse and quality housing solutions in serviced area.

Financial Implications

No additional costs are proposed based on the recommendations in this report.

RECOMMENDATION:

That:

1. Council receive the results of the Kurmond and Kurrajong Investigation Area Survey.
2. Council Staff identify a number of specific areas (based upon Constraints Mapping, survey results and the preferred approach as outlined in this report) for possible development of additional large lot residential/rural-residential development throughout the Investigation Area and some residential development up to, but not within, the existing villages of Kurmond and Kurrajong.
3. The identified areas be further consulted with the community regarding future development.
4. The results of that further consultation be reported to Council.

ORDINARY MEETING

Meeting Date: 30 August 2016

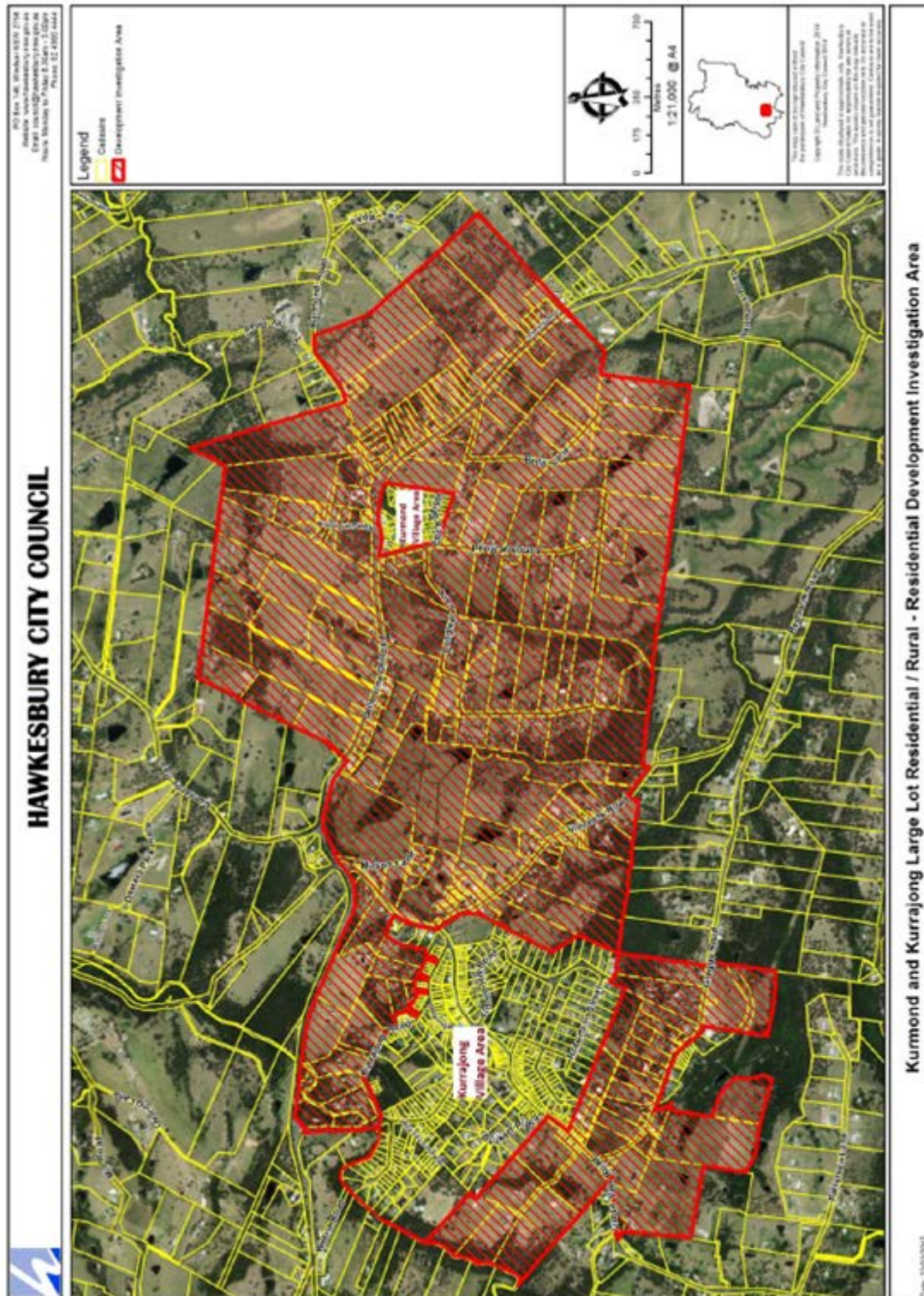
ATTACHMENTS:

- AT - 1** Copy of the Kurmond and Kurrajong Investigation Area Survey map showing the Investigation Area, and Kurmond and Kurrajong village areas
- AT - 2** Results of the Kurmond Kurrajong Investigation Area Survey - (*Distributed Under Separate Cover*).

ORDINARY MEETING

Meeting Date: 30 August 2016

AT - 1 Copy of the Kurmond and Kurrajong Investigation Area Survey map showing the Investigation Area, and Kurmond and Kurrajong village areas



oooO END OF REPORT Oooo

ORDINARY MEETING

Meeting Date: 30 August 2016

INFRASTRUCTURE SERVICES

Item: 189 **IS - Exclusive Use of Governor Phillip Reserve - Power Boat Spectacular Event - (95495, 79354, 78329)**

REPORT:

Executive Summary

An application has been received from the Upper Hawkesbury Power Boat Club to hold an "exclusive use" event at Governor Phillip Reserve. The Upper Hawkesbury Power Boat Club is seeking the dates of Saturday, 17 September and Sunday, 18 September 2016 for their Power Boat Spectacular.

This event has been held annually and provides benefits to the community through tourism and visitation and it is recommended that exclusive use of the reserve be granted for this event.

Consultation

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

Background

There are a number of exclusive use events that are held at Governor Phillip Reserve over the year. The Power Boat Spectacular is one of these events.

The Upper Hawkesbury Power Boat Club is seeking the dates Saturday, 17 September and Sunday, 18 September 2016 for their Power Boat Spectacular.

The Event Schedule as advised is:

Saturday, 17 September 2016:

- Test and Tune at Governor Phillip Reserve, Windsor
- Start and Finish times: 9am to 5pm
- Set Up and Pack Down times: 7:30m to 6pm.

Sunday, 18 September 2016:

- Circuit power boat race (oval shape) on the Hawkesbury River, adjacent to Governor Phillip Reserve
- Start and Finish times: 9am to 9pm
- Set Up and Pack Down Times: 7:30am to 10pm.

The event will be much smaller than previous years as some of the usual competitors are travelling overseas. The number of competitors expected is around 80 for the event with approximately 400 spectators. As per previous years, there will be six boats per group competing, per race, in various categories.

Due to the lateness of the application, approvals for traffic have not yet been obtained and this issue will need to be resolved by the applicant with NSW Police and Roads and Maritime Services.

The Plan of Management for the Windsor Foreshore Parks allows for these types of activities to occur.

ORDINARY MEETING

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This event raises the profile of the Hawkesbury region and increases visitation with benefits to the business community and it is recommended that exclusive use be granted to Upper Hawkesbury Power Boat Club for this event.

Conformance to the Hawkesbury Community Strategic Plan

The proposal is consistent with the Supporting Business and Local Jobs Directions Statement;

- Help create thriving town centres, each with its own character that attracts residents, visitors and businesses

Financial Implications

Income will be generated through user charges for use of the Reserve in accordance with the 2016/2017 Adopted Operational Plan.

RECOMMENDATION:

That:

1. Approval be granted to the Upper Hawkesbury Power Boat Club for “exclusive use” of Governor Phillip Reserve for the 2016 Power Boat Spectacular to be held on Saturday, 17 September and Sunday, 18 September 2016.
2. The approval be subject to the following conditions/documents:
 - a) Council's general park conditions
 - b) Council's fees and charges
 - c) The Windsor Foreshore Plan of Management
 - d) The Governor Phillip Reserve Exclusive Use Policy
 - e) The Governor Phillip Reserve Noise Policy.
3. It is noted that appropriate approvals from RMS and NSW Police also need to be obtained from those authorities.
4. As the applicant has not advised alternative dates in the event of inclement weather, the Acting General Manager be given authority to negotiate exclusive use on an alternate date, if required by the applicant.

ATTACHMENTS:

There are no supporting documents for this report.

oooO END OF REPORT Oooo

ORDINARY MEETING**Meeting Date:** 30 August 2016**SUPPORT SERVICES****Item: 190****SS - Monthly Investments Report - July 2016 - (95496, 96332)****REPORT:****Executive Summary**

According to Clause 212 of the Local Government (General) Regulation 2005, the Responsible Accounting Officer must provide the Council with a written report setting out details of all money that the Council has invested under Section 625 of the Local Government Act 1993. The report must include a certificate as to whether or not investments have been made in accordance with the Act, the Regulation and the Council's Investment Policy.

This report indicates that Council held \$38.40 million in investments at 31 July 2016.

It is recommended that this report be received and noted.

Consultation

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

Background

The following table indicates that Council held \$38.40 million in investments as at 31 July 2016. Details of the financial institutions with which the investments were made, date investments were taken out, the maturity date (where applicable), the rate of return achieved, the credit rating of the institutions both in the short term and the long term, and the percentage of the total portfolio, are provided below:

Investment Type	Institution Short Term Rating	Institution Long Term Rating	Lodgement Date	Maturity Date	Interest Rate %	Principal \$	Percentage of Portfolio	Total \$
On Call								
CBA	A1+	AA-			1.50%	3,200,000	8.33%	
Total On-call Investments								3,200,000
Term Investments								
ANZ	A1+	AA-	19-Aug-15	17-Aug-16	2.95%	2,000,000	5.21%	
ANZ	A1+	AA-	02-Mar-16	07-Sep-16	3.05%	2,500,000	6.51%	
ANZ	A1+	AA-	24-Feb-16	14-Sep-16	3.05%	1,000,000	2.60%	
ANZ	A1+	AA-	24-Feb-16	14-Sep-16	3.05%	2,500,000	6.51%	
ANZ	A1+	AA-	02-Mar-16	21-Sep-16	3.05%	2,500,000	6.51%	
NAB	A1+	AA-	27-Jan-16	03-Aug-16	3.00%	1,500,000	3.91%	
NAB	A1+	AA-	17-Feb-16	17-Aug-16	3.00%	1,000,000	2.60%	
NAB	A1+	AA-	31-May-16	23-Nov-16	2.95%	2,000,000	5.21%	
NAB	A1+	AA-	18-May-16	14-Dec-16	2.95%	2,000,000	5.21%	
NAB	A1+	AA-	16-Mar-16	08-Feb-17	3.09%	2,000,000	5.21%	
NAB	A1+	AA-	27-Apr-16	30-Mar-17	3.10%	1,000,000	2.60%	
NAB	A1+	AA-	27-Apr-16	27-Apr-17	3.10%	2,000,000	5.21%	
Westpac	A1+	AA-	04-Feb-16	28-Sep-16	3.00%	1,000,000	2.60%	
Westpac	A1+	AA-	02-Oct-15	05-Oct-16	3.00%	1,000,000	2.60%	
Westpac	A1+	AA-	02-Oct-15	05-Oct-16	3.00%	1,000,000	2.60%	
Westpac	A1+	AA-	07-Oct-15	19-Oct-16	3.00%	1,000,000	2.60%	

ORDINARY MEETING

Meeting Date: 30 August 2016

Investment Type	Institution Short Term Rating	Institution Long Term Rating	Lodgement Date	Maturity Date	Interest Rate %	Principal \$	Percentage of Portfolio	Total \$
Westpac	A1+	AA-	07-Oct-15	19-Oct-16	3.00%	1,500,000	3.91%	
Westpac	A1+	AA-	10-Dec-15	14-Dec-16	3.00%	1,000,000	2.60%	
Westpac	A1+	AA-	20-Jul-16	18-Jan-17	3.05%	1,200,000	3.13%	
Westpac	A1+	AA-	06-Jul-16	01-Feb-17	3.05%	1,000,000	2.60%	
Westpac	A1+	AA-	06-Jul-16	08-Feb-17	3.05%	1,000,000	2.60%	
Westpac	A1+	AA-	30-Mar-16	30-Mar-17	3.10%	500,000	1.30%	
Westpac	A1+	AA-	06-Apr-16	14-Apr-17	3.10%	1,000,000	2.60%	
Westpac	A1+	AA-	04-May-16	04-May-17	3.05%	2,000,000	5.21%	
Total Term Investments								35,200,000
TOTAL INVESTMENT AS AT 31 July 2016								38,400,000

Performance by Type

Category	Balance \$	Average Interest	Bench Mark	Bench Mark %	Difference to Benchmark
Cash at Call	3,200,000	1.50%	Reserve Bank Cash Reference Rate	1.75%	-0.25%
Term Deposit	35,200,000	3.03%	UBS 90 Day Bank Bill Rate	1.86%	1.17%
Total	38,400,000	2.90%			

Restricted/Unrestricted Funds

At the time of preparing the report, finalised Reserves balances were not available as year-end accounting adjustments were still in progress.

Investment Commentary

The investment portfolio decreased by \$4.70 million for the month of July 2016. During July 2016, income was received totalling \$2.95 million, including rate payments of approximately \$0.6 million, while payments to suppliers and staff costs amounted to \$7.63 million.

The investment portfolio currently involves a number of term deposits and on-call accounts. Council's current investment portfolio is not subject to share market volatility.

Council has a loan agreement for an amount of \$5.26 million under the Local Government Infrastructure Renewal Scheme (LIRS). The full amount was drawn down upon signing the agreement in March 2013, with funds gradually being expended over the period during which the program of works is being delivered. The loan funds have been placed in term deposits, with interest earned on unexpended invested loan funds being restricted to be used for works relating to the LIRS Program projects.

As at 31 July 2016, Council's investment portfolio is all invested with major Australian trading banks and in line with Council's Investment Policy.

The investment portfolio is regularly reviewed in order to maximise investment performance and minimise risk. Independent advice is sought on new investment opportunities, and Council's investment portfolio is independently reviewed by Council's investment advisor each calendar quarter.

Council's investment portfolio complies with Council's Investment Policy, adopted on 31 May 2016.

ORDINARY MEETING

Meeting Date: 30 August 2016

Investment Certification

I, Emma Galea (Responsible Accounting Officer), hereby certify that the investments listed in this report have been made in accordance with Section 625 of the Local Government Act 1993, Clause 212 of the Local Government (General) Regulation 2005 and Council's Investment Policy.

Conformance to the Hawkesbury Community Strategic Plan

The proposal is consistent with the Shaping Our Future Together Directions statement;

- The Council be financially sustainable to meet the current and future needs of the community based on a diversified income base, affordable and viable services

Financial Implications

Funds have been invested with the aim of achieving budgeted income in Service 121 – Investments within the 2016/2017 Adopted Operational Plan.

RECOMMENDATION:

The report regarding the monthly investments for July 2016 be received and noted.

ATTACHMENTS:

There are no supporting documents for this report.

oooO END OF REPORT Oooo

Item: 191**SS - 2015/2016 Operational Plan - Re-Votes - (95496, 96332)**

REPORT:**Executive Summary**

This report seeks Council's approval to carry over funds unspent as at 30 June 2016, for works approved within adopted Operational Plans, and subsequent Quarterly Budget Reviews.

Consultation

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

Background

Council adopted its Operational Plan for 2015/2016 on 18 June 2015, which was amended as necessary with amounts carried over from the previous financial year, and through Quarterly Budget Reviews adopted by Council throughout the year. The 2015/2016 amended Operational Plan included funding for projects that as at 30 June 2016 were not fully expended.

Clause 211 of the Local Government (General) Regulation 2005 (the Regulation), allows for approved expenditure votes not to lapse at the end of the financial year, provided approved unspent votes relate to funds that have been committed and works have commenced.

Unspent funds relating to projects committed in line with the requirements of Clause 211 of the Regulation do not lapse at the end of the financial year, and therefore do not require Council approval to be carried over. Projects that, as at the end of the financial year were not committed in accordance with Clause 211 of the Regulation, require Council approval to be carried over.

Projects amounting to \$0.2M had not commenced, nor had been committed, as at 30 June 2016. In accordance with Clause 211 of the Regulation, Council is required to re-vote these projects and associated amounts. These projects and works will be required to be undertaken in the 2016/2017 year, and the re-voting of funds will enable the expenditure to occur without having a financial impact on the 2016/2017 Adopted Operational Plan.

Projects recommended to be re-voted, and the cause of the delay in commencement, are as follows:

- *State of the Environment Report – \$19,983* – The State of the Environment Report is required as part of the 2015/2016 Annual Report. It was anticipated that a consultant would be engaged during the 2015/2016 financial year. This engagement was deferred as a result of legislation changes, which impact upon reporting requirements. This report is required to be completed by 30 November 2016.
- *Estuary Management Program – \$15,000* – This program is due to commence during 2016/2017. The program was unable to commence during 2015/2016 due to redirection of resources to assist with higher priority works and delays resulting from the NSW Government's Merger Proposal for the Hawkesbury and part of The Hills Council.
- *SES Plant 151 – \$78,974* – This amount is required to be carried over to enable State Emergency Service (SES) to progress their plant replacement program based on an assessment of priority needs in 2016/2017.

ORDINARY MEETING

Meeting Date: 30 August 2016

- *Lower Portland Ferry Mooring Posts – \$30,000* – During the investigation into the replacement of the mooring posts for the Lower Portland ferry, it was determined that geotechnical conditions required additional design and specifications, which has delayed the project. It is anticipated that works will commence in the second quarter of this financial year.
- *Amenities Works – \$12,500* – These funds were originally allocated to carry out repairs and maintenance on the Clarendon amenities. These funds will no longer be required for this site as upgrade works are due to commence on these amenities. It is recommended these funds are carried over and redirected towards other amenities renewal works.
- *Asbestos Removal Works – \$15,000* – These works were delayed due to the need to prioritise works based on updates arising from assessments carried out in this financial year.

Conformance to the Hawkesbury Community Strategic Plan

The proposal is consistent with the Shaping Our Future Together Directions statement:

- The Council be financially sustainable to meet the current and future needs of the community based on a diversified income base, affordable and viable services;

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

- Improve financial sustainability.

Financial Implications

Funding requested to be re-voted and carried over to the 2016/2017 financial year was adopted as part of the 2015/2016 Operational Plan and subsequent Quarterly Budget Reviews. The amounts carried over will be added on to the adopted 2016/2017 Operational Plan to fund the projects carried with a nil financial impact.

RECOMMENDATION:

That the funding for projects detailed within this report, totalling \$171,457, be re-voted and carried over into the 2016/2017 financial year.

ATTACHMENTS:

There are no supporting documents for this report.

oooO END OF REPORT Oooo

ordinary

section 4

reports
of committees

ORDINARY MEETING
Reports of Committees

ORDINARY MEETING
Reports of Committees

SECTION 4 - Reports of Committees

ROC Human Services Advisory Committee - 28 July 2016 - (95498, 124414, 123486)

The meeting commenced at 9:36am in Council Chambers.

Present: Ms Vickie Shackley, Chairperson
Councillor Barry Calvert, Deputy Chairperson
Councillor Mary Lyons-Buckett, Hawkesbury City Council
Ms Kerry Dolaghan, Wentworth Community Housing

Apologies: Ms Jacquie Menzies, Community Representative
Mr Glenn Powers, Community Representative
Ms Denise Handcock, Peppercorn Services
Ms Birgit Walter, Community Representative
Mr Joseph Litwin, Hawkesbury City Council
Ms Megan Ang, Hawkesbury City Council

In Attendance: Mr Matthew Owens, Hawkesbury City Council
Mr Andrew Kearns, Hawkesbury City Council
Mr Michael Laing, Hawkesbury City Council
Ms Robyn Kozjak - Minute Taker, Hawkesbury City Council

REPORT:

RESOLVED on the motion of Councillor Calvert and seconded by Ms Dolaghan that the apologies be accepted.

CONFIRMATION OF MINUTES

RESOLVED on the motion of Councillor Calvert and seconded by Mr Laing that the Minutes of the Human Services Advisory Committee held on the 12 May 2016, be confirmed.

9.39am - Councillor Lyons-Buckett arrived at the meeting.

Attendance Register of Human Services Advisory Committee

Member	11.02.16	12.05.16	28.07.16	
Councillor Barry Calvert	✓	✓	✓	
Councillor Mary Lyons Buckett	✓	A	✓	
Ms Vickie Shackley	✓	A	✓	
Ms Denise Handcock - (Resigned as at 11.08.16)	✓	✓	A	
Mr Douglas Carbery - (Resigned as at 10.05.16)	✓	A	Resigned	
Ms Jenny Ranft	A	A	Kerry Dolaghan in lieu	
Mr Glenn Powers	A	A	A	
Ms Jacquie Menzies	A	✓	A	
Ms Birgit Walter	✓	✓	A	

Key: A = Formal Apology

✓ = Present

X = Absent - no apology

ORDINARY MEETING
Reports of Committees

SECTION 3 - Reports for Determination

Item: 1 HSAC - Committee Annual Report for 2015/2016 - (95498, 123486, 124414)

RECOMMENDATION TO COMMITTEE:

That the Human Services Advisory Committee approve the Annual Report of the activities of the Committee for submission to Council.

MOTION:

RESOLVED on the motion of Mr Laing, seconded by Councillor Calvert.

Refer to COMMITTEE RECOMMENDATION

COMMITTEE RECOMMENDATION:

That the Human Services Advisory Committee approve the Annual Report of the activities of the Committee for submission to Council.

SECTION 4 - Reports for Information

Item: 2 HSAC - Homelessness Update July 2016 - (95498, 123486, 124414)

DISCUSSION:

- Mr Laing tabled the new Hawkesbury Helping Resource flyer which will be distributed to the broader community via the Hawkesbury Courier and community newsletters in the near future.
- Mr Laing advised National Homelessness Week would commence in the first week of August 2016 and a launch would be held at the Salvation Army, George Street, Windsor on Tuesday 2 August 2016. Mr Laing also distributed updated Homelessness Resource Cards to the Committee and advised he proposed to distribute the cards at that event. Mr Laing added he would also distribute the Resource Cards at a meeting with the Hawkesbury Housing Forum on Thursday 4 August where frontline services such as neighbourhood centres, police etc would be in attendance. The Resource Cards will also be distributed through other channels to ensure a wider distribution and utilisation as required.
- Councillor Calvert advised Helping Hands was holding an event in Windsor (Guides Hall) on Sunday 31 July to launch Homelessness Week and it was agreed he would distribute some Resource Cards at that event.
- Mr Laing provided Ms Dolaghan (Wentworth Community Housing Association) with some Hawkesbury Helping Resource flyers for display at the Windsor office.
- Re 7.3 of HHAP Action table - Councillor Lyons Buckett made reference to a previous query raised by Ms Walter (absent from this meeting), in relation to exploring the potential to increase showering facilities in the community (eg North Richmond Community Centre).

Mr Laing advised he was aware a mobile shower bus service currently operating in the Sydney CBD was considering extending its services to the Penrith area and the Committee agreed such a service for the Hawkesbury would be a more economical alternative to identifying premises and building extra amenities.

ORDINARY MEETING

Reports of Committees

- Mr Laing also advised he understood a mobile 'sleepbus' service was currently being trialled in Melbourne. The sleepbus contained sleeping pods, luggage storage, personal lockers and kennels for pets.
- Mr Laing tabled invitations for the launch of the Heading Home Campaign on 4 August at Windsor RSL.

Ms Dolaghan invited and encouraged all Committee members to attend the launch and asked for those who had not yet registered, to please send their rsvp's by the end of the week.

RECOMMENDATION TO COMMITTEE:

That the information be received.

MOTION:

RESOLVED on the motion of Councillor Calvert, seconded by Mr Laing

Refer to COMMITTEE RECOMMENDATION

COMMITTEE RECOMMENDATION:

That the information be received.

SECTION 5 - General Business

Verbal Report on Meeting with Strephon Billinghamurst, CEO of HDHS/St John of God

- Mr Laing advised he and Ms Handcock had met with Mr Billinghamurst in June to discuss gaps in health services, particularly services identified as having dropped off.
- It was suggested Mr Billinghamurst and a representative of the Primary Health Network (PHN) be invited to a future HSAC meeting.

Mr Laing subsequently advised he would contact Lizz Reay (PHN representative) to ascertain her availability to attend the HSAC meeting tentatively scheduled for 3 November 2016.

MOTION:

RESOLVED on the motion of Councillor Calvert, seconded by Ms Shackley

That Mr Strephon Billinghamurst, CEO of HDHS/St John of God, and Ms Lizz Reay of the Primary Health Network, be invited to a future meeting of the HSAC to discuss the potential for a partnership approach in providing an equitable distribution of health services in the Nepean, Blue Mountains and Hawkesbury districts.

Presentation: Update on Implementation of Council's Homelessness Policy

A PowerPoint presentation was delivered by Mr Laing. This was to be the same presentation to be presented by Mr Laing to an upcoming Briefing Session to Councillors on 2 August 2016. Feedback from the group was utilised in order to refine the upcoming presentation to Councillors.

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Councillor Calvert thanked Committee members for their valuable input into the Committee over the past few years, noting this meeting to be the last meeting prior to the Council election in September. Councillor Calvert encouraged members to consider re-nominating for the Committee in the next Council term.

Councillor Calvert also gave special thanks to HCC staff members for their efforts and support of the Committee.

In closing the meeting, Ms Shackley echoed the sentiments of Councillor Calvert in thanking Committee members and HCC staff in what had been achieved by the Committee during the term.

The meeting closed at 10:40am.

oooO END OF REPORT Oooo

ORDINARY MEETING
Reports of Committees

ROC Local Traffic Committee - 8 August 2016 - (80245)

Minutes of the Meeting of the Local Traffic Committee held in the Large Committee Room, Windsor, on 8 August 2016, commencing at 3pm.

Present:	Councillor Kim Ford (Chairman) Ms Robyn Preston (Representative of Member for Hawkesbury) Senior Constable Rob Wright, NSW Police Force Mr James Suprain, Roads and Maritime Services Mr Steve Grady, Busways
Apologies:	Inspector Ian Woodward, NSW Police Force
In Attendance:	Mr Chris Amit, Manager, Design & Mapping Services Ms Judy Wong, Community Safety Coordinator Ms Sophie Barrett, Events Coordinator Ms Cathy Mills, Personal Assistant, Infrastructure Services Mr Ralph Harlander, Taxi Driver, Local Taxi Companies Representative

RESOLVED on the motion of Snr Constable Rob Wright, seconded by Mr James Suprain that the apologies be accepted.

SECTION 1 - Minutes

Item 1.1 Confirmation of Minutes

The Committee resolved on the motion of Councillor Kim Ford seconded by Mr James Suprain that the minutes from the previous meeting held on Monday, 11 July 2016 be confirmed.

Item 1.2 Business Arising

There was no Business Arising.

SECTION 2 - Reports for Determination

Item: 2.1 LTC - Hanna Park Carols 2016 - (Hawkesbury) - (80245, 76799)

REPORT:

An application has been received on behalf of Hawkesbury Valley Baptist Church seeking approval (in traffic management terms) to conduct the Hanna Park Carols 2016 within Hanna Park, North Richmond, on Sunday, 18 December 2016.

The event organiser has advised:

- This event has been held previously, and this is the third year the application has been submitted to Council relating to traffic management.
- This is a Christmas Carol Community Event. The event will include activities such as Christmas Carols, live bands, Santa by Helicopter, food and Children's activities.

ORDINARY MEETING
Reports of Committees

- The event will be conducted between 4pm and 9:30pm. The set up and pack down times are between 6am and midnight.
- The event will be held within Hanna Park at the end of Beaumont Avenue, North Richmond.
- The event is expected to attract approximately 6,500 spectators.
- Pedestrians can access Hanna Park either from Beaumont Avenue or from the south western side of Bells Line of Road by the concrete path which is situated under the bridge.
- Parking for vehicles will be provided within Hanna Park and the Hanna Group car park via Bells Line of Road.
- Access to Hanna Park will be improved by providing a “No Stopping” zone on both sides of Beaumont Avenue extending back from the car park in Hanna Park, for an approximate distance of 80 metres.
- With the previous events there has been traffic congestion through the intersection of Bells Line of Road and Terrace/Grose Vale Road. The traffic congestion has been evident prior to and mainly after the event. With parking for the event being onsite, at the conclusion of the event there is a rush of cars leaving the event which are queued all the way along Beaumont Road to the intersection of Bells Line of Road. It can take up to an hour for the traffic to clear from the site. To improve traffic flow from the site, RMS is to be approached to take control of the signalised intersection.
- Approval has been provided by Council to utilise Hanna Park for the event.

Discussion

It would be appropriate to classify the event as a “**Class 2**” special event under the “Traffic and Transport Management for Special Events” guidelines issued by the Roads and Maritime Services - RMS (formerly RTA) as the event may impact on minor traffic and transport systems and there may be low scale disruption to the non-event community.

The event organiser has requested the provision of a temporary No Stopping zone on both sides of Beaumont Avenue extending back from the car park in Hanna Park, for an approximate distance of 80 metres. This section of Beaumont Avenue provides untimed parking on both sides of the road and is generally not utilised for parking, as this section of the road provides access into Hanna Park. The provision of the temporary No Stopping zone is not considered to have an adverse effect to the surrounding community.

Beaumont Avenue is a dead end road which extends from Terrace Road for a distance of approximately 625 metres. At the end of Beaumont Avenue is the entrance to Hanna Park with the only side street along Beaumont Avenue being Norfolk Place, positioned approximately 125 metres prior to the end of the road. The road is sealed for its full length. The traffic volume recorded in 2012 in the vicinity of Norfolk Place was 524 vehicles per day. It has a speed limit of 50km/h.

To ensure the free flow of traffic to and from the event, the event organiser is to liaise with the Transport Management Centre (TMC) to review and implement changes to the signal function at the intersection of Bells Line of Road, Terrace Road and Grose Vale Road during the event period. Improvements to traffic flow through the intersection will ensure that those attending the event will utilise the car park within the site. Parking of vehicles within the site will ensure a safer passage for pedestrians.

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The event organiser has submitted the following items in relation to the event: Attachment 2 (ECM Document Set ID No: 5477613):

1. Traffic and Transport Management for Special Events – HCC: Form A – Initial Approval - Application Form,
2. Traffic and Transport Management for Special Events – HCC: Form B – Initial Approval Application - Checklist,
3. Special Event Transport Management Plan Template – RTA (Roads and Maritime Services - RMS),
4. Event and Parking Layout Plan,
5. Risk Assessment,
6. Copy of Insurance Policy which is valid to 30 September 2016,
7. Copy of the application to the NSW Police Force,
8. Copy of the approval letter from Council to utilise Hanna Park for the Event.

RECOMMENDATION TO COMMITTEE:

That:

1. The approval conditions listed below relate only to matters affecting the traffic management of the event. The event organiser must obtain all other relevant approvals for this event. The event organiser must visit Council's web site, <http://www.hawkesbury.nsw.gov.au/news-and-events/events/organising-an-event2>, and refer to the documentation contained within this link which relates to other approvals that may be required for the event as a whole. It is the responsibility of the event organiser to ensure that they comply with the contents and requirements of this information which includes the Roads and Maritime Services - RMS (formerly RTA) publication "Guide to Traffic and Transport Management for Special Events" (Version 3.4) and the Hawkesbury City Council special event information package.
2. The Hanna Park Carols 2016 event within Hanna Park and accessed from Beaumont Avenue, North Richmond, on Sunday, 18 December 2016 be classified as a **"Class 2"** special event, in terms of traffic management, under the "Traffic and Transport Management for Special Events" guidelines issued by the Roads and Maritime Services - RMS (formerly RTA).
3. The safety of all road users and personnel on or affected by the event is the responsibility of the event organiser.
4. No objection (in terms of traffic management) be held to this event subject to compliance with the information contained within the application submitted, the following traffic control measures;
 - No road closures are permitted.
 - Temporary replacement of the untimed parking on both sides of Beaumont Avenue with "No Stopping" zones, extending back from the car park in Hanna Park for an approximate distance of 80 metres, during the event period of 18 December 2016. The event organiser will be responsible for the provision of the appropriate zones and restoring back the untimed parking areas after the event.

and the following conditions;

Prior to the event:

- 4a. the event organiser is responsible for ensuring the safety of all involved in relation to the proposed event and must fully comply with the requirements of the Work Health & Safety (WHS) Act 2011, WHS Regulations 2011 and associated Australian Standards and applicable Codes of Practice. It is incumbent on the organiser under this legislation to ensure all potential risks are identified and assessed as to the level of harm they may pose and that suitable control measures are instigated to either eliminate these or at least reduce them to an acceptable level. This will include assessing the potential risks to spectators, participants and road/park/facility users etc during the event including setting up and clean-up activities. This process must also include (where appropriate) but is not limited to the safe handling of hazardous substances, electrical equipment testing, tagging and layout, traffic/pedestrian management plans, certification and licensing in relation to amusement rides, relevant current insurance cover and must be inclusive of meaningful consultation with all stakeholders. (information for event organisers about managing risk is available on the NSW Sport and Recreation's web site at <http://www.dsr.nsw.gov.au>; additionally Council has an events template which can be provided to assist in identifying and controlling risks);
- 4b. the event organiser is to assess the risk and address the suitability of the entire site as part of the risk assessment considering the possible risks for all participants. This assessment should be carried out by visual inspection of the site by the event organiser prior to preparing the TMP and prior to the event;
- 4c. the event organiser is to obtain approval to conduct the event, from the NSW Police Force; **a copy of the Police Force approval to be submitted to Council;**
- 4d. the event organiser is to obtain approval from the **Transport Management Centre – TMC** to alter the operation of the traffic signals at the intersection of Bells Line of Road, Terrace Road and Grose Vale Road, North Richmond; **a copy of the Transport Management Centre – TMC approval to be submitted to Council;**
- 4e. the event organiser is to **submit a Transport Management Plan (TMP) for the entire event incorporating a Traffic Control Plan (TCP) to Council and the Roads and Maritime Services - RMS (formerly RTA)** for acknowledgement. The TCP should be prepared by a person holding appropriate certification as required by the Roads and Maritime Services - RMS (formerly RTA) to satisfy the requirements of the relevant Work Cover legislation;
- 4f. the event organiser is to **submit to Council a copy of its Public Liability Policy** in an amount not less than **\$10,000,000 noting Council and the Roads and Maritime Services - RMS (formerly RTA) as interested parties on the Policy** and that Policy is to cover **both on-road and off-road activities;**
- 4g. As the event requires traffic control on a public road, the event organiser is required to submit a Road Occupancy Application (ROA) to Council, with any associated fee, to occupy the road;
- 4h. the event organiser is to obtain approval from the respective Land Owners for the use of their land for the event; **a copy of this approval to be submitted to Council;**
- 4i. the event organiser is to advertise the event in the local press stating the entire extent of the event, including the proposed traffic control measures and the traffic impact/delays expected, due to the event, two weeks prior to the event; **a copy of the proposed advertisement to be submitted to Council** (indicating the advertising medium);
- 4j. the event organiser is to notify the details of the event to the NSW Ambulance Service, Fire and Rescue NSW, NSW Rural Fire Service and SES at least two weeks prior to the event; **a copy of the correspondence to be submitted to Council;**

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- 4k. the event organiser is to directly notify relevant bus companies, tourist bus operators and taxi companies operating in the area which may be affected by the event, including the proposed traffic control measures and the traffic impact/delays expected, due to the event, at least two weeks prior to the event; **a copy of the correspondence to be submitted to Council;**
- 4l. the event organiser is to directly notify all the residences and businesses which may be affected by the event, including the proposed traffic control measures and the traffic impact/delays expected, due to the event, at least two weeks prior to the event; The event organiser is to undertake a letter drop to all affected residents and businesses in proximity of the event, with that letter advising full details of the event; **a copy of the correspondence to be submitted to Council;**
- 4m. the event organiser is to **submit** the completed "Traffic and Transport Management for Special Events – **Final Approval Application Form (Form C)**" to Council;

During the event:

- 4n. access is to be maintained for businesses, residents and their visitors;
- 4o. a clear passageway of at least four metres in width is to be maintained at all times for emergency vehicles;
- 4p. all traffic controllers / marshals operating within the public road network are to hold appropriate certification as required by the Roads and Maritime Services - RMS (formerly RTA);
- 4q. in accordance with the submitted TMP and associated TCP, appropriate advisory signs and traffic control devices are to be placed for the event, during the event, under the direction of a traffic controller holding appropriate certification as required by the Roads and Maritime Services - RMS (formerly RTA);
- 4r. the participants are to be advised of the traffic control arrangements in place, prior to the commencement of the event; and,
- 4s. all roads and marshalling points are to be kept clean and tidy, with all signs and devices to be removed immediately upon completion of the activity.

APPENDICES:

- AT - 1** Hanna Park Carols 2016 – Event and Parking Layout Plan.
- AT - 2** Special Event Application – (ECM Document Set ID No: 5477613) - *see attached*

AT - 1 Hanna Park Carols 2016 - Event and Parking Layout Plan



COMMITTEE RECOMMENDATION:

RESOLVED on the motion of Councillor Kim Ford, seconded by Snr Constable Rob Wright.

Support for the Recommendation: Unanimous support

That

1. The approval conditions listed below relate only to matters affecting the traffic management of the event. The event organiser must obtain all other relevant approvals for this event. The event organiser must visit Council's web site, <http://www.hawkesbury.nsw.gov.au/news-and-events/events/organising-an-event2>, and refer to the documentation contained within this link which relates to other approvals that may be required for the event as a whole. It is the responsibility of the event organiser to ensure that they comply with the contents and requirements of this information which includes the Roads and Maritime Services - RMS (formerly RTA) publication "Guide to Traffic and Transport Management for Special Events" (Version 3.4) and the Hawkesbury City Council special event information package.
2. The Hanna Park Carols 2016 event within Hanna Park and accessed from Beaumont Avenue, North Richmond, on Sunday, 18 December 2016 be classified as a "**Class 2**" special event, in terms of traffic management, under the "Traffic and Transport Management for Special Events" guidelines issued by the Roads and Maritime Services - RMS (formerly RTA).
3. The safety of all road users and personnel on or affected by the event is the responsibility of the event organiser.
4. No objection (in terms of traffic management) be held to this event subject to compliance with the information contained within the application submitted, the following traffic control measures;
 - No road closures are permitted.
 - Temporary replacement of the untimed parking on both sides of Beaumont Avenue with "No Stopping" zones, extending back from the car park in Hanna Park for an approximate distance of 80 metres, during the event period of 18 December 2016. The event organiser will be responsible for the provision of the appropriate zones and restoring back the untimed parking areas after the event.

and the following conditions;

Prior to the event:

- 4a. the event organiser is responsible for ensuring the safety of all involved in relation to the proposed event and must fully comply with the requirements of the Work Health & Safety (WHS) Act 2011, WHS Regulations 2011 and associated Australian Standards and applicable Codes of Practice. It is incumbent on the organiser under this legislation to ensure all potential risks are identified and assessed as to the level of harm they may pose and that suitable control measures are instigated to either eliminate these or at least reduce them to an acceptable level. This will include assessing the potential risks to spectators, participants and road/park/facility users etc during the event including setting up and clean-up activities. This process must also include (where appropriate) but is not limited to the safe handling of hazardous substances, electrical equipment testing, tagging and layout, traffic/pedestrian management plans, certification and licensing in relation to amusement rides, relevant current insurance cover and must be inclusive of meaningful consultation with all stakeholders. (information for event organisers about managing risk is available on the NSW Sport and Recreation's web site at <http://www.dsr.nsw.gov.au>; additionally Council has an events template which can be provided to assist in identifying and controlling risks);

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- 4b. the event organiser is to assess the risk and address the suitability of the entire site as part of the risk assessment considering the possible risks for all participants. This assessment should be carried out by visual inspection of the site by the event organiser prior to preparing the TMP and prior to the event;
- 4c. the event organiser is to obtain approval to conduct the event, from the NSW Police Force; **a copy of the Police Force approval to be submitted to Council;**
- 4d. the event organiser is to obtain approval from the **Transport Management Centre – TMC** to alter the operation of the traffic signals at the intersection of Bells Line of Road, Terrace Road and Grose Vale Road, North Richmond; **a copy of the Transport Management Centre – TMC approval to be submitted to Council;**
- 4e. the event organiser is to **submit a Transport Management Plan (TMP) for the entire event incorporating a Traffic Control Plan (TCP) to Council and the Roads and Maritime Services - RMS (formerly RTA)** for acknowledgement. The TCP should be prepared by a person holding appropriate certification as required by the Roads and Maritime Services - RMS (formerly RTA) to satisfy the requirements of the relevant Work Cover legislation;
- 4f. the event organiser is to **submit to Council a copy of its Public Liability Policy** in an amount not less than **\$10,000,000 noting Council and the Roads and Maritime Services - RMS (formerly RTA) as interested parties on the Policy** and that Policy is to cover **both on-road and off-road activities;**
- 4g. As the event requires traffic control on a public road, the event organiser is required to submit a Road Occupancy Application (ROA) to Council, with any associated fee, to occupy the road;
- 4h. the event organiser is to obtain approval from the respective Land Owners for the use of their land for the event; **a copy of this approval to be submitted to Council;**
- 4i. the event organiser is to advertise the event in the local press stating the entire extent of the event, including the proposed traffic control measures and the traffic impact/delays expected, due to the event, two weeks prior to the event; **a copy of the proposed advertisement to be submitted to Council** (indicating the advertising medium);
- 4j. the event organiser is to notify the details of the event to the NSW Ambulance Service, Fire and Rescue NSW, NSW Rural Fire Service and SES at least two weeks prior to the event; **a copy of the correspondence to be submitted to Council;**
- 4k. the event organiser is to directly notify relevant bus companies, tourist bus operators and taxi companies operating in the area which may be affected by the event, including the proposed traffic control measures and the traffic impact/delays expected, due to the event, at least two weeks prior to the event; **a copy of the correspondence to be submitted to Council;**
- 4l. the event organiser is to directly notify all the residences and businesses which may be affected by the event, including the proposed traffic control measures and the traffic impact/delays expected, due to the event, at least two weeks prior to the event; The event organiser is to undertake a letter drop to all affected residents and businesses in proximity of the event, with that letter advising full details of the event; **a copy of the correspondence to be submitted to Council;**
- 4m. the event organiser is to **submit** the completed "Traffic and Transport Management for Special Events – **Final Approval Application Form (Form C)**" **to Council;**

During the event:

- 4n. access is to be maintained for businesses, residents and their visitors;
- 4o. a clear passageway of at least four metres in width is to be maintained at all times for emergency vehicles;
- 4p. all traffic controllers / marshals operating within the public road network are to hold appropriate certification as required by the Roads and Maritime Services - RMS (formerly RTA);
- 4q. in accordance with the submitted TMP and associated TCP, appropriate advisory signs and traffic control devices are to be placed for the event, during the event, under the direction of a traffic controller holding appropriate certification as required by the Roads and Maritime Services - RMS (formerly RTA);
- 4r. the participants are to be advised of the traffic control arrangements in place, prior to the commencement of the event; and,
- 4s. all roads and marshalling points are to be kept clean and tidy, with all signs and devices to be removed immediately upon completion of the activity.

Item: 2.2 LTC - St Albans Writers' Festival 2016 - (Hawkesbury) - (80245, 133990)

REPORT:

Introduction

An application has been received from the St Albans Writers' Festival Incorporated seeking approval (in traffic management terms) to conduct the St Albans Writers' Festival 2016 event in St Albans between Friday, 16 September 2016 and Sunday, 18 September 2016.

The event organiser has advised;

- The St Albans Writers' Festival is a not for profit community event that celebrates Australian writers and writing by providing an opportunity for authors to present their works and take part in discussions about writing with an audience.
- This event has been held previously on two occasions, and this is the first application relating to traffic management.
- The event will be in and around the St Albans Village.
- The event involves talks and discussions with Australian writers in several venues within the St Albans Village which includes;
 - The St Albans School of Arts located at 7 Upper Macdonald Road, St Albans,
 - St Albans Park with a Marquee located at 1 Wollombi Road, St Albans,
 - The Settlers Arms Inn with Marquees located at 1 Wharf Street, St Albans,
 - Church of St Albans the Martyr located at 26 Wharf Street, St Albans.
- The St Albans Park Marquee will be the Festival Centre.

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- The event will be undertaken generally between 5pm on Friday, 16 September 2016 to 6 pm Sunday, 18 September 2016, with the following operating functions and times;
 - Friday: Opening between 7pm and 9pm,
 - Saturday: Presentations and Discussions between 9:30am and 9:30pm,
 - Sunday: Presentations and Discussions between 9:30am and 5:30pm.
- Approximately 100 to 120 participants and 500 to 550 spectators are expected for each day of the event.
- Three main roads provide access to and from the village;
 - St Albans Road, from Wisemans Ferry, via Webbs Creek Ferry (sealed road) or via the Bicentennial Road (unsealed road) from Windsor,
 - Settlers Road, from Wisemans Ferry, via Wisemans Ferry and for those bypassing the ferry directly from Spencer and the Central Coast (sealed and unsealed road),
 - Wollombi Road, from Cessnock and Wollombi (unsealed road).
- Two Ferries will be used to access the Village;
 - Webbs Creek Ferry is expected to take most of the traffic due to St Albans Road being the preferred route.
 - Wisemans Ferry is expected to be utilised less due to Settlers Road not being fully sealed.
- Parking will be at various sites around the St Albans Village as well as roads surrounding the Village such as Wollombi Road and Settlers Road and will be clearly marked at street level.
- Where requested by residents, 'No Parking' signs will be placed to safeguard access and egress to private property.
- Restricted parking signs will designate emergency access and disability parking adjacent to each major venue.
- Road closures are not required.

Refer to Attachment 1: St Albans Writers' Festival 2016 - Site Plan.

Discussion

Based on the participant and spectator numbers anticipated for the event, there is likely to be an impact to pedestrian and vehicular traffic in and around the St Albans Village. Pedestrians will need to have safe passage between the designated parking areas and the Venue sites. The event organiser needs to ensure that the appropriate traffic controls are in place.

Vehicles travelling to the event are likely to have an impact on the operation of the ferries and the roads leading into the St Albans Village.

It would be appropriate to classify the event as a "**Class 2**" special event under the "Traffic and Transport Management for Special Events" guidelines issued by the Roads and Maritime Services - RMS (formerly RTA) as this event may impact minor traffic and transport systems and there is a low scale disruption to the non-event community.

ORDINARY MEETING

Reports of Committees

The event organiser has submitted the following items in relation to the event: Attachment 2 (ECM Document Set ID No: 5474038):

1. Traffic and Transport Management for Special Events – HCC: Form A – Initial Approval - Application Form,
2. Traffic and Transport Management for Special Events – HCC: Form B – Initial Approval Application - Checklist,
3. Special Event Transport Management Plan Template – RTA (Roads and Maritime Services - RMS),
4. Event Management Plan,
5. Event Site plan,
6. Copy of Insurance Policy which is valid to 20 September 2016, however does not include Hawkesbury City Council and the Roads and Maritime Services as Interested Parties.

RECOMMENDATION TO COMMITTEE:

That:

1. The approval conditions listed below relate only to matters affecting the traffic management of the event. The event organiser must obtain all other relevant approvals for this event. The event organiser must visit Council's web site, <http://www.hawkesbury.nsw.gov.au/news-and-events/events/organising-an-event2>, and refer to the documentation contained within this link which relates to other approvals that may be required for the event as a whole. It is the responsibility of the event organiser to ensure that they comply with the contents and requirements of this information which includes the Roads and Maritime Services - RMS (formerly RTA) publication "Guide to Traffic and Transport Management for Special Events" (Version 3.4) and the Hawkesbury City Council special event information package.
2. The St Albans Writers' Festival 2016 event, based at St Albans, planned from Friday, 16 September 2016 to Sunday, 18 September 2016 be classified as a "**Class 2**" special event, in terms of traffic management, under the "Traffic and Transport Management for Special Events" guidelines issued by the Roads and Maritime Services - RMS (formerly RTA).
3. The safety of all road users and personnel on or affected by the event is the responsibility of the event organiser.
4. No objection (in terms of traffic management) be held to this event subject to compliance with the information contained within the application submitted and the following conditions:

Prior to the event:

- 4a. the event organiser is responsible for ensuring the safety of all involved in relation to the proposed event and must fully comply with the requirements of the Work Health & Safety (WHS) Act 2011, WHS Regulations 2011 and associated Australian Standards and applicable Codes of Practice. It is incumbent on the organiser under this legislation to ensure all potential risks are identified and assessed as to the level of harm they may pose and that suitable control measures are instigated to either eliminate these or at least reduce them to an acceptable level. This will include assessing the potential risks to spectators, participants and road/park/facility users etc during the event including setting up and clean-up activities. This process must also include (where appropriate) but is not limited to the safe handling of hazardous substances, electrical equipment testing, tagging and layout, traffic/pedestrian management plans, certification and licensing in relation to amusement rides, relevant current insurance cover and must be inclusive of meaningful consultation with all stakeholders. (information for event organisers about managing risk is available on the NSW Sport and Recreation's web site at <http://www.dsr.nsw.gov.au>; additionally Council has an events template which can be provided to assist in identifying and controlling risks);

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- 4b. the event organiser is to assess the risk and address the suitability of the entire site as part of the risk assessment considering the possible risks for all participants. This assessment should be carried out by visual inspection of the site by the event organiser prior to preparing the TMP and prior to the event;
- 4c. the event organiser is to obtain approval to conduct the event, from the NSW Police Force; **a copy of the Police Force approval to be submitted to Council;**
- 4d. the event organiser is to **submit a Transport Management Plan (TMP) for the entire event incorporating a Traffic Control Plan (TCP) to Council and the Roads and Maritime Services - RMS (formerly RTA)** for acknowledgement. The TCP should be prepared by a person holding appropriate certification as required by the Roads and Maritime Services - RMS (formerly RTA) to satisfy the requirements of the relevant Work Cover legislation;
- 4e. If the event requires traffic control on a public road, the event organiser is required to submit a Road Occupancy Application (ROA) to Council, with the associated fee, to occupy the road;
- 4f. the event organiser is to ensure that dust along the unsealed sections of road utilised by those travelling to the event are mitigated by providing a water cart for the duration of the event. The method and frequency of watering is to be addressed and outlined in the TMP;
- 4g. the event organiser is to obtain written approval from Councils' Parks and Recreation Section for the use of a Council Park/Reserve;
- 4h. the event organiser is to obtain approval from the respective Land Owners for the use of their land for the event; **a copy of this approval to be submitted to Council;**
- 4i. the event organiser is to advertise the event in the local press stating the entire extent of the event, including the proposed traffic control measures and the traffic impact/delays expected, due to the event, two weeks prior to the event; **a copy of the proposed advertisement to be submitted to Council** (indicating the advertising medium);
- 4j. the event organiser is to notify the details of the event to the NSW Ambulance Service, Fire and Rescue NSW, NSW Rural Fire Service and SES at least two weeks prior to the event; **a copy of the correspondence to be submitted to Council;**
- 4k. the event organiser is to directly notify relevant ferry operators, bus companies, tourist bus operators and taxi companies operating in the area which may be affected by the event, including the proposed traffic control measures and the traffic impact/delays expected, due to the event, at least two weeks prior to the event; **a copy of the correspondence to be submitted to Council;**
- 4l. the event organiser is to directly notify all the residences and businesses which may be affected by the event, including the proposed traffic control measures and the traffic impact/delays expected, due to the event, at least two weeks prior to the event; The event organiser is to undertake a letter drop to all affected residents and businesses in proximity of the event, with that letter advising full details of the event; **a copy of the correspondence to be submitted to Council;**
- 4m. the event organiser is to **submit** the completed "Traffic and Transport Management for Special Events – **Final Approval Application Form (Form C)**" to Council;

During the event:

- 4n. access is to be maintained for businesses, residents and their visitors;
- 4o. a clear passageway of at least four metres in width is to be maintained at all times for emergency vehicles;

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- 4p. all traffic controllers / marshals operating within the public road network are to hold appropriate certification as required by the Roads and Maritime Services - RMS (formerly RTA);
- 4q. in accordance with the submitted TMP and associated TCP, appropriate advisory signs and traffic control devices are to be placed during the event, under the direction of a traffic controller holding appropriate certification as required by the Roads and Maritime Services - RMS (formerly RTA);
- 4r. the participants are to be advised of the traffic control arrangements in place, prior to the commencement of the event;
- 4s. all roads and marshalling points are to be kept clean and tidy, with all signs and devices to be removed immediately upon completion of the activity, and,
- 4t. the event organiser is to ensure that dust along the unsealed sections of road utilised by those travelling to the event are mitigated by providing a water cart for the duration of the event. The method and frequency of watering is to be undertaken as outlined in the TMP.

APPENDICES:

AT - 1 St Albans Writers' Festival 2016 – Site Plan

AT - 2 Special Event Application - (ECM Document Set ID No: 5474038) - *see attached*

AT - 1 St Albans Writers' Festival 2016 – Site Plan



COMMITTEE RECOMMENDATION:

RESOLVED on the motion of Councillor Kim Ford, seconded by Snr Constable Rob Wright.

Support for the Recommendation: Unanimous support

That

1. The approval conditions listed below relate only to matters affecting the traffic management of the event. The event organiser must obtain all other relevant approvals for this event. The event organiser must visit Council's web site, <http://www.hawkesbury.nsw.gov.au/news-and-events/events/organising-an-event2>, and refer to the documentation contained within this link which relates to other approvals that may be required for the event as a whole. It is the responsibility of the event organiser to ensure that they comply with the contents and requirements of this information which includes the Roads and Maritime Services - RMS (formerly RTA) publication "Guide to Traffic and Transport Management for Special Events" (Version 3.4) and the Hawkesbury City Council special event information package.
2. The St Albans Writers' Festival 2016 event, based at St Albans, planned from Friday, 16 September 2016 to Sunday, 18 September 2016 be classified as a "**Class 2**" special event, in terms of traffic management, under the "Traffic and Transport Management for Special Events" guidelines issued by the Roads and Maritime Services - RMS (formerly RTA).
3. The safety of all road users and personnel on or affected by the event is the responsibility of the event organiser.
4. No objection (in terms of traffic management) be held to this event subject to compliance with the information contained within the application submitted and the following conditions:

Prior to the event:

- 4a. the event organiser is responsible for ensuring the safety of all involved in relation to the proposed event and must fully comply with the requirements of the Work Health & Safety (WHS) Act 2011, WHS Regulations 2011 and associated Australian Standards and applicable Codes of Practice. It is incumbent on the organiser under this legislation to ensure all potential risks are identified and assessed as to the level of harm they may pose and that suitable control measures are instigated to either eliminate these or at least reduce them to an acceptable level. This will include assessing the potential risks to spectators, participants and road/park/facility users etc during the event including setting up and clean-up activities. This process must also include (where appropriate) but is not limited to the safe handling of hazardous substances, electrical equipment testing, tagging and layout, traffic/pedestrian management plans, certification and licensing in relation to amusement rides, relevant current insurance cover and must be inclusive of meaningful consultation with all stakeholders. (information for event organisers about managing risk is available on the NSW Sport and Recreation's web site at <http://www.dsr.nsw.gov.au>; additionally Council has an events template which can be provided to assist in identifying and controlling risks);
- 4b. the event organiser is to assess the risk and address the suitability of the entire site as part of the risk assessment considering the possible risks for all participants. This assessment should be carried out by visual inspection of the site by the event organiser prior to preparing the TMP and prior to the event;
- 4c. the event organiser is to obtain approval to conduct the event, from the NSW Police Force; **a copy of the Police Force approval to be submitted to Council;**

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- 4d. the event organiser is to **submit a Transport Management Plan (TMP) for the entire event incorporating a Traffic Control Plan (TCP) to Council and the Roads and Maritime Services - RMS (formerly RTA)** for acknowledgement. The TCP should be prepared by a person holding appropriate certification as required by the Roads and Maritime Services - RMS (formerly RTA) to satisfy the requirements of the relevant Work Cover legislation;
- 4e. If the event requires traffic control on a public road, the event organiser is required to submit a Road Occupancy Application (ROA) to Council, with the associated fee, to occupy the road;
- 4f. the event organiser is to ensure that dust along the unsealed sections of road utilised by those travelling to the event are mitigated by providing a water cart for the duration of the event. The method and frequency of watering is to be addressed and outlined in the TMP;
- 4g. the event organiser is to obtain written approval from Councils' Parks and Recreation Section for the use of a Council Park/Reserve;
- 4h. the event organiser is to obtain approval from the respective Land Owners for the use of their land for the event; **a copy of this approval to be submitted to Council;**
- 4i. the event organiser is to advertise the event in the local press stating the entire extent of the event, including the proposed traffic control measures and the traffic impact/delays expected, due to the event, two weeks prior to the event; **a copy of the proposed advertisement to be submitted to Council** (indicating the advertising medium);
- 4j. the event organiser is to notify the details of the event to the NSW Ambulance Service, Fire and Rescue NSW, NSW Rural Fire Service and SES at least two weeks prior to the event; **a copy of the correspondence to be submitted to Council;**
- 4k. the event organiser is to directly notify relevant ferry operators, bus companies, tourist bus operators and taxi companies operating in the area which may be affected by the event, including the proposed traffic control measures and the traffic impact/delays expected, due to the event, at least two weeks prior to the event; **a copy of the correspondence to be submitted to Council;**
- 4l. the event organiser is to directly notify all the residences and businesses which may be affected by the event, including the proposed traffic control measures and the traffic impact/delays expected, due to the event, at least two weeks prior to the event; The event organiser is to undertake a letter drop to all affected residents and businesses in proximity of the event, with that letter advising full details of the event; **a copy of the correspondence to be submitted to Council;**
- 4m. the event organiser is to **submit** the completed "Traffic and Transport Management for Special Events – **Final Approval Application Form (Form C)**" to Council;

During the event:

- 4n. access is to be maintained for businesses, residents and their visitors;
- 4o. a clear passageway of at least four metres in width is to be maintained at all times for emergency vehicles;
- 4p. all traffic controllers / marshals operating within the public road network are to hold appropriate certification as required by the Roads and Maritime Services - RMS (formerly RTA);
- 4q. in accordance with the submitted TMP and associated TCP, appropriate advisory signs and traffic control devices are to be placed during the event, under the direction of a traffic controller holding appropriate certification as required by the Roads and Maritime Services - RMS (formerly RTA);

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- 4r. the participants are to be advised of the traffic control arrangements in place, prior to the commencement of the event;
- 4s. all roads and marshalling points are to be kept clean and tidy, with all signs and devices to be removed immediately upon completion of the activity, and,
- 4t. the event organiser is to ensure that dust along the unsealed sections of road utilised by those travelling to the event are mitigated by providing a water cart for the duration of the event. The method and frequency of watering is to be undertaken as outlined in the TMP.

SECTION 3 - Reports for Information

There are no Reports for Information.

SECTION 4 - General Business

Item: 4.1 LTC - Proposed Installation of No Stopping Zones - Fernadell Drive, Pitt Town - (Hawkesbury) - (80245, 73621, 36556, 92183)

REPORT:

Mr Christopher Amit advised the Committee that Council had been contacted by the Pitt Town Public School Principal and the Parents and Citizens Association requesting a 'No Stopping' zone during School zone times on School Days along Fernadell Drive located at the rear of the school. There are two pram ramps in line with the rear school gate which has been constructed by the Pitt Town Developer, however the pram ramps are not able to be accessed as they are being parked across by parents. The location of the pram ramps is where the students are expected to cross the road. As a result the gate is now locked and access to the School is only from the front of the School along Buckingham Street, Pitt Town.

Requests received by the previous school Principal for a Children's Crossing at the rear of the school were investigated, including counts, however did not meet the required Warrant. If a Crossing point was to be installed along Fernadell Drive incorporating the two pram ramps an option would be for the length of the No Stopping zone to be 20 metres in total length on each side of the road. If a Children's Crossing, Pedestrian Refuge or Pedestrian Crossing was to be installed this would require additional space totalling 30 metres on each side of the road.

The property on the corner of Fernadell Drive and Pastoral Street fronts Pastoral Street, The installation of the No Stopping zone across the Pram Ramp is adjacent to their side boundary. The property owner has been advised of the proposed No Stopping zone and does not object to its installation.

The Committee supported the installation of the No Stopping zone during School zone times on School Days along Fernadell Drive incorporating the two pram ramps and totalling 20 metres in length on each side of the road, and agreed that the removal of the on street parking would improve safety for School children using the rear gate to access and leave the School.

Mr James Suprain requested that additional No Stopping zones (mandatory 10 metres) be installed along Fernadell Drive at its intersecting roads in the vicinity of the School rear boundary. The intersecting roads include Quarry Street, Pastoral Street, Vine Street, Oaks Street and Moorhen Street. In addition the No Stopping zone during School zone times on the southern side of Fernadell Drive to the west of the Pram Ramp be extended to meet the mandatory 10 metre No Stopping zone east of Quarry Street.

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COMMITTEE RECOMMENDATION:

RESOLVED on the motion of Councillor Kim Ford, seconded by James Suprain.

Support for the Recommendation: Unanimous support

That:

1. No Stopping zones be installed along Fernadell Drive, Pitt Town, 10 metres either side of Quarry Street, Pastoral Street, Vine Street, Oaks Street and Moorhen Street.
2. No Stopping zones operating "8am to 9.30am & 2.30pm to 4pm School Days" be installed approximately 10 metres either side of the existing pram ramps located on Fernadell Drive, Pitt Town, adjacent to the rear gate near the western side of the Pitt Town Public School boundary on both the northern and southern side of Fernadell Drive with the zone on the southern side of Fernadell Drive to the west of the Pram Ramp be extended to join the mandatory 10 metre No Stopping zone east of Quarry Street.

APPENDICES:

- AT - 1** Site Plan - Proposed location of 'School' No Stopping Zone at School Gate Pram Ramp – Fernadell Drive, Pitt Town

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AT - 1 Site Plan - Proposed location of 'School' No Stopping Zone at School Gate Pram Ramp –
Fernadell Drive, Pitt Town



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Item: 4.2 LTC - George Street, Bligh Park - Shared Path Between Bligh Park Residential Precinct and New McDonalds - (80245, 73621)

REPORT:

The Committee members discussed and agreed that due to the nature of the McDonald Development in the vicinity of 741 George Street there should be a safe passage between the Bligh Park Residential Precinct and the new McDonalds. Councillor Ford advised the Committee that this was a condition of the DA for the McDonalds Site which the Developer has requested to be reduced.

The path could be positioned on either the eastern or western side of George Street. This would be dependent on investigating pedestrian desire lines between the residential precinct and the new development. The provision of the path along a safe alignment can ensure a safe connection with a crossing point at George Street. It is anticipated that over time the movement of pedestrians will increase between the residential precinct and the new McDonalds site.

The Western side of George Street might pose concerns due to the wide nature strip area and the various access points to Commercial type sites. There may be a need to restrict the use of the western side by limiting the number of access points for vehicles to the adjoining properties. There is evidence of heavy vehicles parking in this vicinity either within the road reserve or on private property. The restriction along the western side can be provided with barriers either side of formalised access points. It is anticipated that sections of the path may be damaged due to the movement of heavy vehicles and the informal turning areas.

Provision of the path along the eastern side of George Street for a considerable length will be a safer option due to the adjoining nature reserve, thus having less driveway points.

The preferred route for the shared path would appear to be a combination of both the eastern and western side of George Street with a crossing point in George Street.

Other options to restrict pedestrian movements informally across George Street could be achieved with Median Fencing. Mr James Suprain advised that in the order of 0.9m or wider concrete median would be required for the fencing. One of the issues with this section of George Street is the driveway access points which will negate the effect of the centre road fencing.

Mr James Suprain indicated that should the developer construct the shared path, as an option, on the eastern side of George Street between the residential precinct and McDonalds, there may be an option for Council to seek funding from RMS through programs such as the Active Transport for the provision of a crossing point in George Street.

COMMITTEE RECOMMENDATION:

Resolved on the motion of Councillor Kim Ford, seconded by Senior Constable Rob Wright.

Support for recommendation: Unanimous support

That the information be received.

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Reports of Committees

SECTION 5 - Next Meeting

The next Local Traffic Committee meeting will be held on Monday, 12 September 2016 at 3pm in the Large Committee Room.

The meeting terminated at 4:05pm.

oooO END OF REPORT Oooo

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ordinary

section 5

notices of motion

ORDINARY MEETING

Notices of Motion

ORDINARY MEETING

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SECTION 5 - Notices of Motion

NM1 Letter to the Premier regarding greyhound racing - (79351, 105109, 80093)

Submitted by: Councillor B Calvert

NOTICE OF MOTION:

That Council write to the Hon. Mike Baird MP, Premier of NSW and ask if his government plans to compensate the businesses of the Hawkesbury which will lose significant trade if the Richmond greyhound track is closed.

ATTACHMENTS:

There are no supporting documents for this report.

oooO END OF NOTICE OF MOTION Oooo

ORDINARY MEETING

Notices of Motion

NM2

Signs and Banners Policy Review - (79351, 105109, 80104)

Submitted by: Councillor C Paine

NOTICE OF MOTION:

That Council undertake a review of the Signs and Banners Policy within the first three months of the Council, following the 2016 General Local Government elections.

ATTACHMENTS:

There are no supporting documents for this report.

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 - 9 August 2016

#	Councillor	Question	Response
1	Calvert	Enquired if a telegraph pole on Argyle Street, South Windsor that is in poor repair could be investigated and replaced.	The Director Infrastructure Services advised that a request has been forwarded to Endeavour Energy regarding the pole in question for investigation and replacement if required. Contact will be made with the affected resident to outline action taken.
2	Calvert	Enquired if the proposed bridge at the Navua Reserve River crossing is going ahead and also, what the final decision is on the bridge.	The Director City Planning advised that, following advice from the Department of Planning and Environment, the development application for the multi span bridge over the Grose River that was to be determined by the Joint Regional Planning Panel (not Council) was converted, with the agreement of the applicant, to a matter that is assessed under the provisions of Part 5 of the Environmental Planning and Assessment Act 1979, and in accordance with the State Environmental Planning Policy (Infrastructure) 2007. Whilst the process for this matter is different the environmental assessment is essentially the same as a development application. The documents for this proposal are currently on public exhibition. To date no final decision on this bridge has been made.
3	Reardon	Requested an investigation into people riding pushbikes on the footpath along Windsor Street, Richmond.	The Director City Planning advised that this locality will be regularly patrolled by parking and compliance staff to monitor this issue.

oooO END OF REPORT Oooo



ordinary
meeting

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