

Hawkesbury City Council

AND

101 Group Pty Ltd

Voluntary Planning Agreement

Lot 2 DP607906 396 Bells Line of Road, Kurmond

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# Voluntary Planning Agreement Lot 2 DP 607906, 396 Bells Line of Road Kurmond

Section 93F of the Environmental Planning and Assessment Act 1979

BETWEEN:

**Parties** 

HAWKESBURY CITY COUNCIL ("the Council")

AND:

101 GROUP PTY LTD (ACN 142 599 291) ("the Developer")

#### Background

- A. The Developer is the registered proprietor of the Development Land.
- B. On the 13th Day of April 2016 the Greater Sydney Commission issued an alteration to a previous Gateway Determination (Ref: PP\_2013\_HAWKE\_002\_00) in response to a revised planning proposal to apply new minimum lot sizes to the Development Land. The revised planning proposal will facilitate the subdivision of the land into approximately 32 large residential lots.
- C. The Developer has been in negotiation with council for a number of years in regards to finalising the planning proposal and resultant amendment to the *Hawkesbury Local Environmental Plan 2012*. The Council has not prepared or adopted a Section 94 Contributions Plan to date. The Hawkesbury Section 94A plan is considered to be inadequate for subdivision of land. The Developer is therefore of the belief that the offer contained in this document provides fair and equitable Public Benefit in lieu of Section 94 or Section 94A contributions.
- D. The Developer proposes to make Development Applications to Council for Development Approval to carry out the Proposed Development if the *Hawkesbury Local Environmental Plan 2012* is amended to enable the Proposed Development.
- E. The Developer has offered to provide the Development 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 Planning Agreement under the Act

The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

#### 2 Application of this Agreement

- 2.1 This Agreement:
  - 2.1.1 applies to the Development Land;
  - 2.1.2 is a planning Agreement within the meaning set out in section 93F of the Act;
  - 2.1.3 is to be registered on the title of the Development Land under section 93H of the Act;
  - 2.1.4 is not a confidential document and may be exhibited without restriction by either party.
- 2.2 Subject to clause 2.3, this Agreement operates from the date it is executed.

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#### Lot 2 DP 607906, 396 Bells Line of Road Kurmond

2.3 Clause 3 of this Agreement will only operate if and when Council grants Development Approval to the Proposed Development on the Development Land.

#### 3 Developer's Contribution

- 3.1 Subject to the terms of this Agreement, including clause 2.3, the Developer agrees to provide the Development Contribution.
- 3.2 The Development Contribution comprises the Cash Contribution.

#### 4 Definitions

- 4.1 In this Agreement the following definitions apply:
- 4.2 Act means the Environmental Planning and Assessment Act 1979 (NSW) (as amended from time to time.
- 4.3 **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.
- 4.4 **Authority** means a government, local government, semi-government, public, administrative, statutory, ministerial, civil, fiscal or judicial body, commission, agency, department, tribunal or other authority or body.
- 4.5 **Base CPI** means the CPI number for the quarter ending immediately before the commencement of this Agreement.
- 4.6 **Business Day** means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- 4.7 **Cash Contribution** means the amounts calculated pursuant to Clauses 6, 7 and 8 to an anticipated amount of \$960,000 as outlined in schedule 1.
- 4.8 **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.
- 4.9 CPI Review Date means each six month anniversary of the date of this agreement.
- 4.10 **Costs** include costs, charges, fees, disbursements and expenses, including those incurred in connection with advisors.
- 4.11 Current CPI means the CPI number for the quarter ending immediately before the relevant CPI Review Date.
- 4.12 **Dealing, in relation to the Land**, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land.
- 4.13 Development Land means the land comprising Lot 2 DP 607906, 396 Bells Line of Road Kurmond.
- 4.14 **Development Application** has the same meaning as in the Act.
- 4.15 **Development Approval** means a development consent issued under the Act with respect to all or part of the Proposed Development.
- 4.16 **Development Consent** has the same meaning as in the Act.
- 4.17 **Development Contribution** means the Cash Contribution.

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#### Lot 2 DP 607906, 396 Bells Line of Road Kurmond

- 4.18 **Dispute in connection with this agreement** means an argument, a controversy, a difference, a dispute including of opinion or interpretation.
- 4.19 Event of Insolvency means anyone or more of the following occurrences:
  - a) the Developer becomes bankrupt, is served with a bankruptcy notice or a bankruptcy petition, has committed an act of bankruptcy or has entered into an arrangement within and under the meaning of the Bankruptcy Act 1976 (Cth); or
  - b) a resolution is passed for the winding up or liquidation of the company; or
  - 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; or
  - d) it suspends payment of its debts or is unable to pay its debts including of money payable under this agreement or is deemed insolvent; or
  - e) it fails to or is taken as having failed to comply with a statutory demand under the *Corporations Act 2001* (Cth).
- 4.20 GST has the same meaning as in the GST Law.
- 4.21 **GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act* 1999 (Cth) and any other Act or regulation relating to the imposition or administration of the GST.
- 4.22 Land means Lot 2 DP 607906, 396 Bells Line of Road Kurmond.
- 4.23 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.
- 4.24 **LPI** means Land and Property Information of New South Wales or any other government agency replacing it.
- 4.25 **Mortgage** means a mortgage charge, lien pledge, title retention, deposit arrangement, caveat or equitable interest.
- 4.26 Party means a party to this agreement, including their successors and assigns.
- 4.27 **Proposed Development** means the subdivision of the Development Land into approximately 32 residential lots
- 4.28 Public Facilities means public infrastructure, facilities, amenities and services.
- 4.29 Regulation means the Environmental Planning and Assessment Regulation 2000.
- 4.30 **Residential Allotment** means a lot comprising part of the Development Land to be created as part of the Proposed Development that is intended to be used for the purposes of a single dwelling house without being further sub-divided.
- 4.31 **Residential Allotment Contribution** means, subject to adjustment pursuant to clause 7, 7 cash to the value of \$30,000 per Residential Allotment.





#### Lot 2 DP 607906, 396 Bells Line of Road Kurmond

- 4.32 **Subdivision Certificate** means a certificate issued under section 109C (d) of the Act with respect to the Proposed Development.
- 4.33 **Transfer** means to settle, assign, transfer, convey, alienate, otherwise dispose of or part with possession of.

#### 5 Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or reenactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- k) References to the word, "include" or "including" are to be construed without limitation.
- I) A reference to this Agreement includes the agreement recorded in this Agreement.
- m) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- n) Any schedules and attachments form part of this Agreement.



#### Lot 2 DP 607906, 396 Bells Line of Road Kurmond

# 6 Calculation of Development Contributions to be made under this Agreement

- a) The Developer and Council acknowledge and agree that:
  - (i) There shall be an Anticipated Total Cash Contribution of \$960,000 (nine hundred and sixty thousand dollars) which is calculated on the basis that approximately 32 Residential Allotments can be achieved on the Development Land and, subject to Schedule 1, the Developer will contribute cash to the amount of \$30,000 (as at the commencement of this Agreement but to be adjusted hereafter) for each Residential Allotment (being the Residential Allotment Contribution);
  - (ii) if more or less than 32 Residential Allotments can be achieved on the Development Land and where adjustments are made pursuant to clause 7 hereof, the Anticipated Total Contribution is to be revised such that the Developer's Contribution will have a maximum value of the Residential Allotment Contribution multiplied by the number of achievable Residential Allotments.

#### 7 CPI Adjustment of Development Contributions

7.1 On each CPI Review Date the Residential Allotment Contribution will be calculated as follows:

$$RAC_C = RAC_B \times Current CPI$$
Base CPI

Where:

RAC <sub>B</sub> = The Residential Allotment Contribution at the commencement of this Agreement (i.e. \$30,000)

RAC <sub>C</sub> = Adjusted Residential Allotment Contribution at CPI review date.

7.2 On each CPI Review Date the Cash Contribution must be adjusted on a proportionate basis in accordance with the adjustment to the Anticipated Total Contribution.

#### 8 Payment of Cash Contributions

- a) The Developer must pay the Cash Contribution to Council as a contribution to the community facilities and works nominated as cash contributions in Schedule 1.
- b) 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 Residential Allotments included in the Subdivision Certificate for the relevant stage as outlined in Schedule 1.

## 9 Application of s94 and s94A of the Act to the Development

- 9.1 This Agreement excludes the application of section 94A and section 94 of the Act to the Proposed Development.
- 9.2 Notwithstanding Clause 9.1, 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 Development Contribution cited within this Agreement.
- 9.3 Clause 9.2 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.

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#### Lot 2 DP 607906, 396 Bells Line of Road Kurmond

9.4 Subject to clause 10 should this Agreement be terminated in accordance with clause 22, section 94A or section 94 of the Act, whichever is applicable, will apply to the Proposed Development.

#### 10 Registration of this Agreement

- a) 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.
- b) The Council agrees:
  - (i) 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
  - (ii) 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.
- c) 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 a suitable means of enforcement of this Agreement for the purposes of Section 93F(3)(g) of the Act.

#### 10A. Review of this Agreement

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.

#### 11 Dispute Resolution

#### 11.1 Reference to Dispute

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

#### 11.2 Notice of Dispute

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

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

#### 11.3 Representatives of Parties to Meet

- a) The representatives of the Parties must promptly (and in any event within 15 Business Days of the written notice provided in accordance with clause 11.2) meet in good faith to attempt to resolve the notified dispute.
- b) The Parties may, without limitation:
  - resolve the dispute during the course of that meeting;

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#### Lot 2 DP 607906, 396 Bells Line of Road Kurmond

- (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:

- 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(b)(i) to (iii); 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, 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

- If a Dispute arises between Parties to this Agreement, the Parties may agree to refer the a) 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.
- The expert determination will be final and binding on the Parties. c)
- This clause 11.5 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 Enforcement

- 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 11; and
  - (ii) the Council from exercising any function under the Act or any other Act or Law





# Lot 2 DP 607906, 396 Bells Line of Road Kurmond

#### 13 Notices

- 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:
  - (i) Delivered or posted to that Party at its address set out below.
  - (ii) Faxed to that Party at its fax number set out below.

#### The Developer

Address: Suite 138

2-18 Buchanan Street, BALMAIN NSW 2757

PO Box 1176, ROZELLE NSW 2039

Facsimile: 1300 101 100

Council

Hawkesbury City Council Address:

General Manager

366 George Street, WINDSOR NSW 2876 2756 (02) 4560 4444

Telephone: (02) 4560 4444

Facsimile: (02) 4587 7740

- b) If a Party gives the other Party 3 business day's 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.
- Any notice, consent, information, application or request is to be treated as given or made at the following time:
  - If it is delivered, when it is left at the relevant address. (i)
  - If it is sent by post, 2 business days after it is posted. (ii)
  - (iii) 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.
- 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.

#### 14 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.

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#### Lot 2 DP 607906, 396 Bells Line of Road Kurmond

#### 15 Assignment and dealings

- 15.1 The Developer is not to:
  - 15.1.1 sell, transfer, mortgage or charge the Land, or
  - 15.1.2 assign the Developer's rights or obligations under this Deed, or novate this Deed,

to any person unless:

- 15.1.3 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
- 15.1.4 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
- 15.1.5 the Developer is not in breach of this Deed, and
- 15.1.6 the Council otherwise consents to the transfer, mortgage, charge, assignment or novation, such consent not to be unreasonably withheld.
- 15.2 Clause 15.1 does not apply in relation to any sale, transfer, mortgage or charge of the Land if this Deed is registered on the title to the Land at the time of the sale.
- 15.3 Upon the commencement of this Deed, the Council is deemed to have acquired, and the Developer is deemed to have granted, an equitable estate and interest in the Land for the purposes of section 74F(1) of the *Real Property Act 1900* (NSW) and consequently the Council has a sufficient interest in the Land to lodge and maintain with the Land and Property Management Authority a caveat notifying that interest.
- 15.4 The Developer consents to the Council lodging a caveat on the Land where this Deed is not registered on the title to the Land due to a breach by the Developer of its obligations.

#### 16 Costs

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

#### 17 Entire agreement

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

#### 18 Further acts

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

#### 19 Governing law and jurisdiction

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

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#### Lot 2 DP 607906, 396 Bells Line of Road Kurmond

### 20 Joint and individual liability and benefits

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

#### 21 No fetter

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

#### 22 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.

#### 23 Representations and warranties

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

#### 24 Pooling of development contributions

The parties agree that the Developer's proposal provides a cash benefit to be utilised for public benefit under the terms of this VPA and that Pooling the cash contribution with other monies paid under other VPAs may be an appropriate, fair and equitable way to apportion monies progressively for the different purposes under those VPAs to provide public benefits, particularly essential infrastructure, and no objection will be taken to same.

## 25 Severability

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.

#### 26 Modification

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

#### 27 Waiver

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



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#### Lot 2 DP 607906, 396 Bells Line of Road Kurmond

#### **28 GST**

- 28.1 Unless otherwise indicated, all amounts payable by one party to the other party in relation to a supply under this Agreement have been calculated exclusive of any GST which may be imposed on the supply.
- 28.2 If any supply made under this Agreement is, or becomes, subject to GST, the party to whom the supply is made ("Recipient") must pay to the party making the supply ("Supplier"), as consideration, in addition to any consideration payable or to be provided elsewhere in this Agreement, subject to issuing a Valid Tax Invoice, an additional amount on account of GST, such amount to be calculated by multiplying the consideration by the applicable rate of GST.
- 28.3 Any amount in respect of GST payable under clause 28.2 must be paid to the Supplier immediately on receipt of the Valid Tax Invoice.
- 28.4 If any party is required to reimburse or indemnify the other party for a cost or expense ("Cost") incurred by the other party, the amount of that Cost for the purpose of this Agreement is the amount of the Cost incurred, less the amount of any credit for, or refund of, GST, which the party incurring the Cost is entitled to claim in respect of the Cost.

Executed as an agreement on

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**Execution by Council** 

THE COMMON SEAL of HAWKESBURY CITY COUNCIL was hereunto affixed on the 30<sup>th</sup> day of MARCH 2017 pursuant to a resolution passed on the 10<sup>th</sup> day of May 2016 in the presence of:

Laurie Mifsud - Acting General Manager

Cir Mary Lyons-Buckett - Mayor

Execution by 101 Group Pty Ltd

Signed by:

Signature of Director/Company Secretary

MICHAD SOHN CARIS

Print name

Signature of Director

ROBERT ERIC BARROW

Print name





# **Voluntary Planning Agreement** Lot 2 DP 607906, 396 Bells Line of Road Kurmond

# Schedule 1 – Proposed Contributions

#### **Total Contributions**

It is proposed to provide an anticipated cash contribution to Council of \$960,000, subject to Clauses 6, 7 and 8, at a rate of \$30,000 per lot. The amount is based on the indicative public works shown in Appendix 1. However, it is ultimately a matter for Council as to the location and type of facilities to be provided.

#### Staging of Payments

The estimated development yield is 32 lots. Given the size of the development, no works in kind are proposed by this VPA. Therefore cash payments will be made in stages prior to release of final plan of subdivision at an anticipated rate of \$30,000 per lot, subject to Clauses 6, 7 and 8.

The number of lots released in each stage may vary depending on market demand and pre-commitments. Payments will be made based on the number of lots to be created in each stage. The following is the indicative staging and payment schedule for the development:

STAGE 1	
Payable on release of subdivision certificate for first 10 lots:	\$300,000
STAGE 2	
Payable on release of subdivision certificate for lots 11-20:	\$300,000
STAGE 3	
Payable on release of subdivision certificate for lots 21-32:	\$360,000
TOTAL CONTRIBUTIONS:	\$960,000





# Voluntary Planning Agreement Lot 2 DP 607906, 396 Bells Line of Road Kurmond

# Appendix 1 - Indicative Public Works

Item No.	Public Work	Estimated Value (\$)
Local Infr	astructure	
L1	Bus Shelters Bells LOR	45,000
L2	Relocate 60kph zone Bells LOR	10,000
L3	Upgrade Kurmond – North Richmond Cycleway	60,000
L4	Bells Line of Road street tree planting	15,000
L5	RFS Equipment	60,000
L6	North Richmond Jetty Upgrade	30,000
L7	Replace Playground Equipment	40,000
Total Loca	al Facilities	\$260,000
District Fa	acilities	
D1	Half Moon Regional Park Enhancement & Restoration	100,000
D2	SSTF Regeneration on Public Land	100,000
D3	New Cycleways	100,000
D4	Local Fire Station Upgrades	200,000
D5	Computer Equipment Library	50,000
D6	Public car park lighting refurbishment	100,000
D7	Acquisition of Museum Items	50,000
Total Dist	rict Facilities	\$700,000

The following table provides additional detail for the items listed above.

Item	Description	Details	Justification
L1	Bus Shelter Bells LOR	New bus shelters to be constructed near intersection of proposed entry road.	Bells LOR is the main bus route between Kurrajong and Richmond, also servicing Colo High School. The closest existing bus shelter is located a distance of 1.2km from the development.
L2	Relocate 60kph zone Bells LOR	Extend Kurmond Village 60kph zone some 600m south-west	The area between the development and the existing 60kph zone contains a restaurant, child care centre, gymnasium, tourist shop and numerous residential lots. The land uses which are concentrated within this 600m length of Bells LOR are inconsistent with the existing 80kph zone.







# Lot 2 DP 607906, 396 Bells Line of Road Kurmond

Item	Description	Details	Justification
L3	Upgrade Kurmond- North Richmond Cycleway	Upgrade signage, intersection and transition improvements and include exercise stations at various locations along the path	The existing cycleway provides pedestrian and cycle access in the locality, linking Kurmond Village, North Richmond centre, Colo High School, Kurmond Public School. It is also used by local residents as a walking exercise track.
L4	Bells LOR Street Tree Planting	Ongoing program of tree planting to enhance the appearance of this major road corridor and gateway to Hawkesbury	There is substantial opportunity to increase planting to provide shade to the cycleway and to enhance the visual presentation.
L5	RFS Equipment	Hawkesbury RFS has expressed a need for a moveable LED hazard sign which is programmed remotely via SMS and can warn drivers of smoke hazard, fire danger and controlled burns.	RFS has found this to be the most effective way of communicating in a changing environment.
L6	North Richmond Jetty Upgrade	Repair damaged jetty and enlarge and upgrade, including solar powered lighting.	The jetty is a considerable asset for Hanna Park. It has a high level of recreational use including fishing and launching kayaks. The jetty has been in a dangerous condition for a long time.
L7	Replace Playground Equipment	Kurrajong and north Richmond Local Parks improvement	Play equipment in these park is of varying types and ages. Upgrading for safety and current playground expectations.
D1	Half Moon Regional Park	Enhancement & Restoration	Council is responsible for care, control and management of this reserve. Council has adopted a plan of management. Assistance with weed control and conservation projects is proposed.
D2	SSTF Regeneration	Provide funds for council to regenerate or enhance existing stands of the endangered ecological community Sandstone Shale Transition Forest on public reserves.	Degraded SSTF has been identified on the development site. Following lengthy discussions with Council and input from OEH, the least degraded SSTF will be retained along the riparian corridor on the development site. This contribution will allow additional SSTF to be enhanced or regenerated within the locality generally on public land.
D3	New Cycleways	Provide / enhance various links between cycleway sections.	Contributions will assist the Council's cycleways program to provide safer continuous cycleways and additional off road paths.





# Lot 2 DP 607906, 396 Bells Line of Road Kurmond

Item	Description	Details	Justification
D4	Local Fire Station Upgrades	Equipment and/or building upgrades to RFS stations	The closest rural fire stations are Kurrajong and Tennyson. The development will be serviced by one or both of these stations as the site is not within a NSW Fire and Rescue response area.
D5	Computer Equipment Library	Equipment for Windsor and/or Richmond Library as required	Additional incremental population increase will increase demand on these services.
D6	Public car park lighting refurbishment	Provide energy efficient lighting systems to existing car parks	Car parks within the LGA are poorly lit and present safety concerns at night times.
D7	Acquisition of Museum Items	Acquisition and display of new items.	Hawkesbury is rich in heritage. The Hawkesbury Museum should be in a position to acquire new items as they become available and to display those items in the best possible context.



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