

3.2. CS410049 - Village Green Land at Tallawong Station Precinct South Planning Agreement - proposed exhibition

Director: Glennys James, Director Planning & Development
Wayne Rogers, Director Corporate Services
Responsible Manager: Dennis Bagnall, Manager Developer Contributions
File: F20/2048, 388425, 388426

Division is required

Previous item PD410001, PD400038

Topic Approval to exhibit the Village Green Land at Tallawong Station Precinct South planning agreement

Analysis Following negotiations with Deicorp Projects (Tallawong Station) Pty Ltd as previously reported in Council reports PD410001 and PD400038, we have prepared a planning agreement for public exhibition that aims to ensure that:

- Deicorp or any future owner is not entitled to any compensation associated with the current Section 7.11 park land on the developer's site, where Council is the nominated acquisition authority
- Deicorp or any future owner of the land is bound under the enforcement provisions of the planning agreement and the Section 88B instrument to deliver and maintain a private park with public access in perpetuity
- Council's current and future interests are protected, as far as legally possible, by the provisions of the planning agreement.

Subject to Council's resolution, the proposed planning agreement will be placed on public exhibition immediately for 28 days. Following public exhibition, if no submissions are received it is recommended that Council's CEO be provided delegated authority to finalise and execute the planning agreement under power of attorney.

Attachment/s

1. Village Green Land at Tallawong Station Precinct South Planning Agreement - exhibition version [**CS410049.1** - 57 pages]
2. Lawyer's letter [**CS410049.2** - 1 page]
3. Copy of Report PD410001 [**CS410049.3** - 49 pages]

Report Recommendation

1. Endorse the draft planning agreement at attachment 1 for public exhibition.
2. If no submissions are received during the exhibition period, authority is delegated to the CEO to finalise and execute the planning agreement under power of attorney.
3. If a submission(s) is received, a Council report considering the submission(s) be provided to Council prior to its endorsement of the planning agreement.

Key reasons

1. Village Green Land at Tallawong Station Precinct South planning agreement

- a. A planning agreement was first discussed with Deicorp as a means of addressing potential risks that Council could face if, and until, the planning proposal for the removal of the land acquisition layer is made.
- b. These potential risks included:
 - the future private operation and maintenance of the park in perpetuity
 - ensuring the public had unfettered access to the park
 - ensuring no Section 7.11 compensation could be claimed by the current or future landowner for the private park until Council was removed as the acquisition authority.
- c. After discussions with Council officers on the planning proposal and the planning agreement over many months, a planning agreement was drafted by the developer's lawyers based on the principle of those discussions. It was then reviewed by Council officers and our lawyers.
- d. Our review focused on ensuring that Council's interests would be protected both at law and in a practical sense. We also noted Councillors' concerns raised when reports PD400038 and PD410001 were discussed in committees and in ordinary meetings when considering the planning proposal. These included:
 - how the proposed private open space (Village Green Land) would be maintained by the landowner or future landowners as open space in perpetuity
 - how Council could enforce the obligation of the land owner or future landowner to maintain that open space in the event of a breach of the planning agreement.
- e. The result was several enforcement and security provisions that were drafted by our lawyer and negotiated with the developer, which are discussed below.

2. Powers of enforcement for non-compliance

- a. The proposed planning agreement is drafted to require the Village Green Land which is listed in our contributions plan No.22 to include a park with an area of at least 3,411^m². Deicorp must retain ownership of that land until:
 - an easement is registered on the title of the whole of the land enabling public access to the land and requiring the developer of the land to maintain the land in accordance with an approved maintenance plan
 - a restriction on use is registered on the title of the whole of the land preventing any structures from being erected on the land without Council's prior written consent, and to maintain connections to adjoining Council land.
- b. Before on-selling the land to future owners, Deicorp is also required to include signage on the land regarding the availability of public access.
- c. The easement and restriction on use are in favour of Council, and cannot be

released or modified without Council approval. They will be on title in perpetuity, unless Council agrees to release them. As they are on title, they will bind whomever owns the land from time to time.

- d. In addition, the planning agreement itself requires compliance with the terms of the easement and restriction on use.
- e. The planning agreement will also be registered on the title to the Village Green Land and the lot 1 commercial lot, and will remain registered on the title to that land at all times, ensuring that the requirement in the planning agreement to comply with the easement and restriction on use (including the maintenance obligations), is binding on the owner of the Village Green Land from time to time.
- f. In all likelihood once the development the subject of the planning agreement is complete, the maintenance of the Village Green Land will fall to an owner's corporation or community association (depending on the titling of the development), who would own the Village Green Land.
- g. If in the future there was any breach of the obligations to maintain the Village Green Land and keep it open for public access, Council could enforce compliance by:
 - enforcing the easement and restriction on use in the Supreme Court; or
 - enforcing the planning agreement against the developer or the subsequent owner of the land (who is bound by the planning agreement under s7.6 of the EPA Act) in the Land & Environment Court.
- h. The planning agreement does not include the right for Council to step in and maintain the Village Green Land itself. This is preferable as it avoids any expectation that if the owner does not maintain the land, Council will. However, if there is a breach of the planning agreement (including a breach of the easement or restriction on use), Council can issue a notice under the planning agreement on the owner of the land requiring the owner to remedy the breach and comply with the planning agreement. If the owner did not comply with that notice, Council could take the legal action referred to above.
- i. The planning agreement also provides that the developer (or the subsequent owner of the Village Green Land) must pay any of Council's costs incurred in enforcing the planning agreement on demand, and if they do not, Council can recover those costs through the Courts as a debt. This would include Council's legal costs of any such proceedings.
- j. These provisions have been drafted into the planning agreement by Lindsay Taylor Lawyers who represented Council in this matter. They have provided a letter at attachment 2 that attests that the planning agreement for exhibition at attachment 1 protects Council's interests.

3. Other public benefits

- a. The planning agreement also secures other public benefits including:
 - a \$5.6 million cost saving by removing Council as the land acquisition authority and removing its responsibility to embellish the park.
 - substantial maintenance costs that will now be the responsibility of Deicorp or the future residential and commercial owners of the park
 - improved design outcomes as the public space is provided in an integrated manner with the commercial, retail and residential buildings
 - early delivery of the park instead of 2030 – 2035 as indicated by our contributions plan

- securing public access 24/7 to the private park
- ensuring the maintenance is implemented in accordance with a Council approved landscape maintenance plan.

Context

1. Background

- a. At its Ordinary meeting on 28 February 2021, Council considered report PD410001 – Conferta Avenue, Tallawong Planning Proposal – amendment to Clause 5.1 and Land Reservation Acquisition Map.
- b. Council resolved to forward the draft planning proposal to the Department of Planning, Industry and Environment requesting a Gateway Determination to amend Clause 5.1 and the Land Reservation Acquisition Map in Appendix 6 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006.
- c. The proposed amendment removes Council as the nominated acquisition authority for land identified as public open space on the Indicative Layout Plan for the Tallawong Station Precinct despite that land not being zoned RE1 open space.
- d. Report PD410001 is provided at attachment 3.

End of report



Planning Agreement – Village Green Land at Tallawong Station Precinct South

Exhibition Draft March 2021

Blacktown City Council

Deicorp Projects (Tallawong Station) Pty Ltd ABN 73 630 425 955

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(a)	with or without companion animals (as defined in the <i>Companion Animals Act 1998</i>) or other small pet animals; and	35
(b)	on foot without vehicles (other than wheelchairs or other disabled access aids);	35

THIS PLANNING AGREEMENT is made on 2021.

Between

Blacktown City Council ABN 18 153 831 768 of 62 Flushcombe Road, Blacktown 2148 (**Council**); and

Deicorp Projects (Tallawong Station) Pty Ltd ACN 630 425 955 of Level 3, 161 Redfern Street, Redfern (**Developer**)

Background

- A The Developer owns the Stage 1 Land which comprises part of the Land.
 - B The Land is known as Tallawong Station Precinct South.
 - C On 21 February 2019, the then Minister for Planning granted the SSDA Concept Consent.
 - D On 15 July 2020, the Developer purchased the Stage 1 Land from Sydney Metro.
 - E On 19 May 2020, the Developer lodged the DA with the Department.
 - F The Developer and Council have agreed that the Developer will retain ownership of the Village Green Land (which includes the Park Land and the Road Land), subject to the terms of this Planning Agreement.
 - G This Planning Agreement documents public benefits to be provided by the Developer in connection with the DA and the terms upon which the parties agree that the Developer will retain ownership of the Village Green Land.
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Operative provisions

The parties agree as follows:

1 Interpretation

1.1 Definitions

In this document these terms have the following meanings:

Act	The <i>Environmental Planning and Assessment Act 1979</i> (NSW).
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Approval	Any consent, licence, permit or other approval required under any statute, rule, regulation, proclamation, ordinance or by-law (whether federal, State or local) or by an Authority.
Authority	Any federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.
Business Day	A day which is not a Saturday, Sunday or bank or public holiday in Sydney.
Commencement Date	Means the date this document (other than clause 5.2) commences under clause 3.
Confidential Information	<p>means:</p> <ul style="list-style-type: none">(a) information of a party (disclosing party) that is:<ul style="list-style-type: none">(i) made available by or on behalf of the disclosing party to the other party (receiving party), or is otherwise obtained by or on behalf of the receiving party; and(ii) by its nature confidential or the receiving party knows, or ought reasonably to know, is confidential. <p>Confidential Information may be made available or obtained directly or indirectly, and before, on or after the date of this document.</p> <p>Confidential Information does not include information that:</p> <ul style="list-style-type: none">(a) is in or enters the public domain through no fault of the receiving party or any of its officers, employees or agents;(b) is or was made available to the receiving party by a person (other than the disclosing party) who is not or was not then under an obligation of confidence to the disclosing party in relation to that information; or(c) is or was developed by the receiving party independently of the disclosing party and any of its officers, employees or agents.
Construction Certificate	has the same meaning as in the Act.

DA	Development Application SSD-10425 lodged by the Developer in relation to the Land, which seeks Development Consent for a mixed use development comprising residential apartments, commercial uses, public domain works and landscaping including a public park, including any modifications to that application and including any other development application within the meaning of the Act for the same or substantially the same development on the Land.
Dealing	Means selling, transferring or assigning any part of the Land by the Developer other than a Final Lot.
Department	The NSW Department of Planning, Industry and Environment or any other department replacing it from time to time.
Development Consent	Has the same meaning as in the Act.
Easement	Means the easement to be created on the Village Green Land upon registration of the Section 88B Instrument.
Final Lot	Means a strata lot or a community title lot created on the Land for separate residential or commercial occupation and disposition and which is not proposed to be further subdivided. Means:
Government Agency	<ul style="list-style-type: none">(a) a government or government department or other body;(b) a governmental, semi-governmental or judicial person; or(c) a person (whether autonomous or not) who is charged with the administration of a law.
GST	Has the same meaning as in the GST Law.
GST Law	Has the meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and any other Act

	or regulation relating to the imposition or administration of the GST.
Just Terms Act	The <i>Land Acquisition (Just Terms Compensation) Act 1991</i> (NSW).
Land	Lots 293 and 294 in DP 1213279.
Lot 1	Land labelled "Commercial Lot 1" in Annexure F Building Stratum Subdivision Plan of Lot 294 in DP1213279 Revision 8 dated 9 December 2020 prepared by Daw & Walton.
LRS	NSW Land Registry Services or any other Government Agency replacing it.
Occupation Certificate	has the same meaning as in the Act.
Operational Maintenance Plan	means the plan in Annexure B
Park Land	The land labelled "Park Land" in Annexure A Stage 1 Site Plan prepared by Turf Design Studio, Plan L-DA-17, Issue G, November 2020.
Party	A party to this document, including their successors and assigns, but only to the extent that assignment is permitted under clause 11 .
Regulation	The <i>Environmental Planning and Assessment Regulation 2000</i> (NSW).
Road Land	Land labelled "Road Land" in Annexure A Stage 1 Site Plan prepared by Turf Design Studio, Plan L-DA-17, Issue G, November 2020.
Section 88B Instrument	means a section 88B instrument registered on the title to the Village Green Land which is in the same terms as (or in terms agreed by the Parties which are substantially consistent with) the terms of the draft 88B instrument contained in Annexure E

SSDA	State Significant Development Application 9063.
SSDA Concept Consent	Approval granted to the SSDA by the then Minister for Planning on 21 February 2019.
Stage 1	means Stage 1 of the development the subject of the DA as shown on the staging plan in Annexure C.
Stage 1 Land	means the land shown as "Stage 1" on the staging plan in Annexure C.
Stage 2	means Stage 2 of the development the subject of the DA as shown on the staging plan in Annexure C.
Stage 2 Land	means the land shown as "Stage 2" on the staging plan in Annexure C.
Tax	A tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.
Village Green Land	the land comprised of the Park Land and the Road Land, being part of Lot 294 DP 1213279 shown on plan L-DA-17, Issue C May 2020 prepared by Turf Design Studio at Annexure A.

1.2 Rules for interpreting this document

- (a) Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.
- (b) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

- (iii) a party to this document or to any other document or agreement includes a permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (c) A singular word includes the plural, and vice versa.
 - (d) A word which suggests one gender includes the other genders.
 - (e) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
 - (f) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
 - (g) A reference to **including** means “including, without limitation”.
 - (h) A reference to **dollars** or **\$** is to an amount in Australian currency.
 - (i) A reference to this document includes the agreement recorded by this document.
 - (j) Words defined in the GST Act have the same meaning in clauses about GST.
 - (k) This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.

2 Application of the Act and the Regulation

2.1 Application of this document

This document is a Planning Agreement within the meaning of section 7.4 of the Act and applies to:

- (a) the Land; and
- (b) the DA.

2.2 Public Benefits to be provided by Developer

Clause 5 sets out the details of the public benefits to be provided by the Developer and the conditions pursuant to which the Developer will retain ownership of the Village Green Land.

2.3 Application of sections 7.11, 7.12 and 7.24 of the Act

- (a) The application of sections 7.11, 7.12 and 7.24 of the Act are not excluded.
- (b) The parties agree and acknowledge that the provision of the public benefits with respect to the Village Green Land by the Developer under this document does not entitle the Developer (or any future owner or developer of the Land) to any offset or reduction in contributions imposed under sections 7.11 or 7.12 of the Act and those public benefits are not to be taken into account in determining any development contribution under s7.11 of the Act.

2.4 Council rights

This document does not impose an obligation on the Council to:

- (a) grant Development Consent for the DA; or
- (b) exercise any function under the Act in relation to a change to an environmental planning instrument, including the making or revocation of an environmental planning instrument.

2.5 Explanatory note

The explanatory note contained in Schedule 3 and prepared in accordance with clause 25E of the Regulation must not be used to assist in construing this document.

3 Operation and commencement of this planning agreement

- (a) This document will commence when both Parties have executed the same copy of this document or each have executed separate counterparts of this document and exchanged counterparts.
- (b) Notwithstanding clause 3(a) above, clause 5.2 of this document commences when a Construction Certificate is issued for any Development Consent for the Development.
- (c) The Parties are to insert the date when this document (other than clause 5.2) commences on the front page and the execution page.

4 Warranties

4.1 Mutual warranties

Each party represents and warrants that:

- (a) **(power)** it has full legal capacity and power to enter into this document and to carry out the transactions that it contemplates;

- (b) **(corporate authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this document and to carry out the transactions contemplated;
- (c) **(Authorisations)** it holds each Authorisation that is necessary or desirable to:
 - (i) enable it to properly execute this document and to carry out the transactions that it contemplates;
 - (ii) ensure that this document is legal, valid, binding and admissible in evidence; or
 - (iii) enable it to properly carry on its business as it is now being conducted,and it is complying with any conditions to which any of these Authorisations is subject;
- (d) **(documents effective)** this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;
- (e) **(solvency)** there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable; and
- (f) **(no controller)** no controller is currently appointed in relation to any of its property, or any property of any of its subsidiaries.

5 Public Benefits - Agreement in relation to Village Green Land

5.1 Developer to retain Village Green Land

The parties agree that the Developer will retain the ownership of the Village Green Land, subject to complying with the requirements in clause 5.2.

5.2 Developer's obligations regarding Village Green Land

If a Construction Certificate is issued in respect of any Development Consent that is granted to the DA, the Developer agrees to do all things reasonably necessary to ensure that:

- (a) the Park Land has an area of not less than 3,411 sqm at all times;
- (b) the Section 88B Instrument is registered on the title for the Village Green Land prior to the issue of the first Occupation Certificate for Stage 1;
- (c) the terms of the Easement and the restriction on use in respect of the Village Green Land contained in the Section 88B Instrument are complied with at all times;

- (d) integrated signage is provided on the Village Green Land in locations 1-3 shown on the plan in Annexure D with the signage noting public access, private ownership and contact number for queries, complaints and maintenance enquiries;
- (e) the extent of maintenance responsibility for the Village Green Land is clear and easily defined on the ground for the maintenance crews that are to be appointed by the Developer as set out in the Operational Maintenance Plan;
- (f) the Operational Maintenance Plan in relation to the Park Land is submitted to and approved by Council prior to the issue of the first Occupation Certificate for Stage 1 to ensure minimum standards of maintenance are met for all assets within the Park Land.

5.3 No Compensation

For the avoidance of doubt the Developer agrees that it is not entitled to any compensation as a result of the registration of the Section 88B Instrument and the carrying out of the obligations under clause 5.2, and the Developer further agrees that it will not make any application for Council to acquire the Village Green Land under the Just Terms Act.

6 Dispute Resolution

6.1 Reference to dispute

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

6.2 Notice of dispute

A dispute arises if a Party notifies the other 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).

6.3 Representatives of Parties to meet

- (a) Within 10 Business Days of receipt of notice under **clause 6.2** a representative of the Developer and a representative of the Council must meet at least once to attempt to resolve the dispute.
- (b) The representative of the Developer and representative of the Council may meet more than once to resolve a dispute. The representative of the Developer and representative of the Council may meet in person, via telephone, videoconference, internet-based instant messaging or any other agreed means of instantaneous communication to effect the meeting.

- (c) If the Parties have not resolved the dispute within a further 20 Business Days, the dispute must be mediated in accordance with clause 6.4.

6.4 Mediation

- (a) The Parties must mediate the dispute in accordance with the Australian Centre for International Commercial Arbitration (**ACICA**) Mediation Rules. The mediation will take place in Sydney, Australia and be administered by the ACICA;
- (b) Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation and bear equally the costs of the mediator

6.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under **clause 6.2** then any Party which has complied with the provisions of this **clause 6** may in writing terminate any dispute resolution process undertaken under this **clause** and may then commence court proceedings in relation to the dispute.

6.6 Not use information

The Parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement under this **clause 6** is to attempt to settle the dispute. No Party may use information or documents obtained through any dispute resolution process undertaken under this **clause 6** for any purpose other than in an attempt to settle the dispute.

6.7 No prejudice

This **clause 6** does not prejudice the right of a Party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this document.

6.8 Expert Determination

- (a) This clause applies to a dispute between the Parties to this Deed concerning a matter arising in connection with this Deed that can be determined by an appropriately qualified expert if:
 - (i) the Parties to the dispute agree that it can be so determined, or
 - (ii) the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the dispute gives a written opinion that the dispute can be determined by a member of that body,and if this clause applies, clauses 6.2, 6.3 and 6.4 do not apply.
- (b) A dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- (c) If a notice is given under clause (b), the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.

- (d) If the dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- (e) The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- (f) Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- (g) The Parties are to share equally the costs of the President, the expert, and the expert determination.

7 Security

7.1 Registration of this document

The Developer:

- (a) consents to the registration of this document at the NSW Land Registry Services on the certificates of title to the Stage 1 Land; and
- (b) must ensure that all documents necessary to register this document on the certificates of title to the Stage 1 Land are lodged with Land Registry Services within 20 Business Days of the Commencement Date, and must do all things reasonably necessary to register this document on the certificates of title to the Stage 1 Land.

7.2 Compulsory acquisition

- (a) If the Developer does not comply with its obligation under clause 5.2(b) in so far as it relates to the Easement, the Developer consents to the Council or the Council's nominee, compulsorily acquiring the Easement in accordance with the Just Terms Act for an amount of \$1.
- (b) The Developer and the Council (or the Council's nominee, as appropriate), agree that:
 - (i) this **clause 7.2** is taken to be an agreement between them for the purpose of section 30 of the Just Terms Act; and
 - (ii) in this **clause 7.2**, they have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (c) The Developer indemnifies and agrees to keep indemnified the Council (and the Council's nominee, where applicable) against all claims for compensation under the Just Terms Act made against the Council (or the Council's nominee) as a result of any acquisition by the Council (or the Council's nominee) of the Easement under this **clause 7.2**.
- (d) The Developer must pay to the Council (or the Council's nominee), within 20 Business Days of a written demand, an amount equivalent to all reasonable costs, charges and expenses incurred by the Council (or the Council's nominee) in acquiring the Easement under this **clause 7.2** of

and the quantum of all determined claims against the Council (or the Council's nominee) in exercising acquisition rights under this **clause 7.2**.

7.3 Release of this document

- (a) If the Council is satisfied that the Developer has complied with its obligations under clauses 5.2(b), (d) and (f) above, within ten (10) Business Days of a written request from the Developer the Council must promptly do all things reasonably required to allow the Developer to remove this document from the certificates of title to the Stage 1 Land, (other than the Village Green Land and Lot 1).
- (b) The Council must allow the Developer to remove this document from the certificates of title to the Stage 1 Land if the Developer has not obtained a Construction Certificate in relation to the Development Consent granted to the DA and either:
 - (i) Development Consent is refused to the DA; or
 - (ii) the Development Consent for the DA has lapsed; or
 - (iii) the Development Consent for the DA has been surrendered in accordance with the Act,and the Developer confirms in writing to Council that no further DA is to be lodged.

8 Enforcement

8.1 Enforcement by any Party

- (a) Without limiting any other remedies available to the Parties, this document may be enforced by any Party in any court of competent jurisdiction.
- (b) If the Council reasonably considers that the Developer is in breach of any obligation under this Deed, it may give a written notice to the Developer:
 - (i) specifying the nature and extent of the breach,
 - (ii) requiring the Developer to:
 - (A) rectify the breach if it reasonably considers it is capable of rectification, or
 - (B) pay compensation to the reasonable satisfaction of the Council in lieu of rectifying the breach if it reasonably considers the breach is not capable of rectification, and
 - (iii) specifying the period within which the breach is to be rectified or compensation paid, being a period that is reasonable in the circumstances.

- (c) If the Developer fails to fully comply with a notice referred to in clause 8.1(b) the Council may take action to enforce this document to have the Developer remedy the breach.
- (d) Any costs incurred by the Council in remedying a breach in accordance with this clause 8.1 must be paid by the Developer to Council within 7 days of a written demand from the Council for those costs, or may be recovered by the Council as a debt due in a court of competent jurisdiction.
- (e) For the purpose of clause 8.1(d), the Council's costs of remedying a breach the subject of a notice given under clause 8.1(b) include, but are not limited to:
 - (i) the costs of the Council's employees, agents and contractors reasonably incurred for that purpose,
 - (ii) all fees and charges necessarily or reasonably incurred by the Council in remedying the breach, and
 - (iii) all legal costs and expenses reasonably incurred by the Council, by reason of the breach.

9 Confidentiality and Disclosures

9.1 Use and disclosure of Confidential Information

A party (**receiving party**) which acquires Confidential Information of another party (**disclosing party**) must not:

- (a) use any of the Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this document; or
- (b) disclose any of the Confidential Information except in accordance with clauses 9.2 or 9.3.

9.2 Disclosures to personnel and advisers

- (a) The receiving party may disclose Confidential Information to an officer, employee, agent, contractor, or legal, financial or other professional adviser if:
 - (i) the disclosure is necessary to enable the receiving party to perform its obligations or to exercise its rights under this document; and
 - (ii) prior to disclosure, the receiving party informs the person of the receiving party's obligations in relation to the Confidential Information under this document and obtains an undertaking from the person to comply with those obligations.
- (b) The receiving party:
 - (i) must ensure that any person to whom Confidential Information is disclosed under clause 9.2(a) keeps the Confidential Information

confidential and does not use it for any purpose other than as permitted under clause 9.2(a); and

- (ii) is liable for the actions of any officer, employee, agent, contractor or legal, financial or other professional adviser that causes a breach of the obligations set out in clause 9.2(b)(i).

9.3 Disclosures required by law

- (a) Subject to clause 9.3(b), the receiving party may disclose Confidential Information that the receiving party is required to disclose:
 - (i) by law or by order of any court or tribunal of competent jurisdiction; or
 - (ii) by any Government Agency, stock exchange or other regulatory body.
 - (iii) If the receiving party is required to make a disclosure under clause 15.3(a), the receiving party must:
 - (iv) to the extent possible, notify the disclosing party immediately it anticipates that it may be required to disclose any of the Confidential Information;
 - (v) consult with and follow any reasonable directions from the disclosing party to minimise disclosure; and
 - (vi) if disclosure cannot be avoided:
 - (A) only disclose Confidential Information to the extent necessary to comply; and
 - (B) use reasonable efforts to ensure that any Confidential Information disclosed is kept confidential.

9.4 Receiving party's return or destruction of documents

- (a) On termination of this document the receiving party must immediately:
 - (i) deliver to the disclosing party all documents and other materials containing, recording or referring to Confidential Information; and
 - (ii) erase or destroy in another way all electronic and other intangible records containing, recording or referring to Confidential Information,
- (b) which are in the possession, power or control of the receiving party or of any person to whom the receiving party has given access.

9.5 Security and control

- (a) The receiving party must:
 - (i) keep effective control of the Confidential Information; and
 - (ii) ensure that the Confidential Information is kept secure from theft, loss, damage or unauthorised access or alteration.

9.6 Media releases

- (a) The Developer must not issue any information, publication, document or article for publication in any media concerning this document without the Council's prior written consent.
- (b) Where it is reasonable to do so having regard to its role as a public authority and its statutory duties, the Council will provide the Developer with reasonable notice prior to the issue any information, publication, document or article for publication in any media concerning this document and will have regard the Developer's reasonable objections or comments.

10 Notices

10.1 Delivery

Any notice, consent, information, application or request that must or may be given or made to a Party under this document is only given or made if it is in writing and:

- (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; or
- (c) emailed to that Party at its email address set out below.

Council

Attention: Dennis Bagnall
Address: 62 Flushcombe Road, Blacktown NSW 2148
Fax Number: NA
Email: dennis.bagnall@blacktown.nsw.gov.au

Developer

Attention: Greg Colbran
Address: Deicorp
Level 4, 161 Redfern Street
Redfern
Fax Number: 02 8665 4100
Email: gcolbran@deicorp.com.au

10.2 Change of details

If a Party gives the other Party three Business Days' notice of a change of its address, email 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, emailed or faxed to the latest address, email address or fax number.

10.3 Giving of notice

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

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, two Business Days after it is posted.
- (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- (d) If it is sent by email, at the time the email was sent, provided the sender does not receive a delivery failure notice.

10.4 Delivery outside of business hours

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 5.00 pm 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.

11 Assignment and dealings

11.1 Restriction on assignment and novation

- (a) The Developer must not:
 - (i) assign the rights or benefits; or
 - (ii) novate the burdens or obligations,of this document to any person, unless the requirements of **clause 11.1(b)** are met.
- (b) The parties to any assignment or novation of any rights, benefits, burdens or obligations under this document must enter into a deed with the Council confirming that it agrees in obtaining any rights or benefits, it will undertake all burdens and obligations under this Agreement.

11.2 Restriction on Dealings

- (a) This clause 11.2 ceases to have effect once this document is registered on the certificates of title to the Stage 1 Land in accordance with clause 7.1 of this agreement.
- (b) The Developer must not enter into any Dealing with any third party (**Transferee**) relating to its interests in any part of the Stage 1 Land unless the Developer has complied with the requirements of this **clause 11.2**.
- (c) Prior to entering into any Dealing relating to the Stage 1 Land:
 - (i) the Developer must give to the Council:
 - (A) written notice of its intention to enter into the Dealing;

- (B) written notice of the identity of the proposed Transferee;
 - (C) written notice of the anticipated date of completion of the proposed Dealing; and
 - (D) a completed novation deed which the parties to the proposed Dealing intend to enter into with Council under which the Transferee agrees to comply with those obligations of the Developer under this document as if the Transferee were the Developer (**Prepared Novation Deed**),
- (d) Within 10 Business Days of receiving a Prepared Novation Deed, the Council must give to the Developer written notice of whether the Council either consents to the Prepared Novation Deed or, acting reasonably, requires any amendments to be made to the Prepared Novation Deed and the Developer must provide to the Council a further Prepared Novation Deed that incorporates any such amendments or notify the Council that it no longer intends to proceed with the proposed Dealing.
 - (e) Within 10 Business Days of receiving any further Prepared Novation Deed under clause 11.2(d), the Developer must give to the Council the final form of the Prepared Novation Deed, incorporating the Council's requested amendments under **clause 11.2(d)**.
 - (f) At least 15 Business Days prior to the completion of the relevant Dealing (**Completion Date**), the Developer must give to the Council a duly executed copy of the Prepared Novation Deed that Council provided its consent to under this clause 11.2.
 - (g) Prior to the Completion Date:
 - (i) any default by the Developer under this document in relation to the relevant part of the Stage 1 Land the subject of the proposed Dealing must be remedied by the Developer, unless that default has been waived expressly by the Council; and
 - (ii) the Developer and the Transferee must pay all costs reasonably incurred by the Council in relation to the Dealing and the Prepared Novation Deed, including, without limitation, legal and administrative costs.
 - (h) As soon as reasonably practicable after receiving the executed Prepared Novation Deed and no later than 5 Business Days prior to the Completion Date, the Council must execute the Prepared Novation Deed and deliver a counterpart to the Developer.

12 GST

12.1 Construction

In this **clause 12**:

- (a) unless there is a contrary indication, words and expressions which are not defined in this document but which have a defined meaning in the GST Law have the same meaning as in the GST Law; and
- (b) references to GST payable and input tax credit entitlements include:
 - (i) notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and
 - (ii) GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

12.2 Consideration GST exclusive

Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided to the Council under or in connection with this document is exclusive of GST (**GST- exclusive consideration**).

12.3 Payment of GST

If GST is payable on any supply made by:

- (a) a party; or
- (b) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a party acts,

(**Supplier**) under or in connection with this document, the recipient of the supply, or the party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

12.4 Timing of GST payment

The amount referred to in **clause 12.3** must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.

12.5 Tax invoice

The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under **clause 12.3**.

12.6 Adjustment event

If an adjustment event arises in respect of a supply made by the Supplier under or in connection with this document, any amount that is payable under **clause 12.3** will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

12.7 Reimbursements

- (a) Where a party is required under or in connection with this document to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.
- (b) This **clause 12.7** does not limit the application of **clause 12.3**, if appropriate, to the Reimbursable Expense as reduced in accordance with **clause 12.7(a)**.

12.8 Calculations based on other amounts

If an amount of consideration payable or to be provided under or in connection with this document is to be calculated by reference to:

- (a) any expense, loss, liability or outgoing suffered or incurred by another person (**Cost**), that reference will be to the amount of that Cost excluding the amount of any input tax credit entitlement of that person relating to the Cost suffered or incurred; and
- (b) any price, value, sales, proceeds, revenue or similar amount (**Revenue**), that reference will be to that Revenue determined by deducting from it an amount equal to the GST payable on the supply for which it is consideration.

12.9 No merger

This **clause 12** does not merge on the completion, rescission or other termination of this document or on the transfer of any property supplied under this document.

13 General provisions

13.1 Costs, expenses and stamp duty

- (a) The Developer is to pay the Council's costs of the negotiation, preparation, execution, stamping and carrying into effect of this document within 7 days of a written demand by Council.
- (b) The Developer is to pay the Council's reasonable costs of enforcing this Deed within 7 days of a written demand by the Council for such payment.

13.2 Entire agreement

This document 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 document was executed, except as permitted by law.

13.3 Variation

This document must not be varied except by a later written document executed by all Parties.

13.4 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 document and all transactions incidental to it.

13.5 Governing law and jurisdiction

This document and the transactions contemplated by this document are governed by and are to be construed in accordance with the laws applicable in New South Wales. The Parties irrevocably and unconditionally 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.

13.6 Joint and individual liability and benefits

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

13.7 No fetter

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

13.8 Representations and warranties

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

13.9 Severability

If a clause or part of a clause of this document 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 or 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 document, but the rest of this document is not affected.

13.10 Waiver

The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this document, 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.

13.11 Effect of Schedules

The Parties agree to comply with any terms contained in Schedules to this document as if those terms were included in the operative part of the document.

13.12 Relationship of parties

This document is not intended to create a partnership, joint venture or agency relationship between the parties.

13.13 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this document and to perform its obligations under it.

13.14 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

13.15 Rights cumulative

Except as expressly stated otherwise in this document, the rights of a Party under this document are cumulative and are in addition to any other rights of that Party.

13.16 Liability

An obligation of two or more persons binds them separately and together.

13.17 Headings

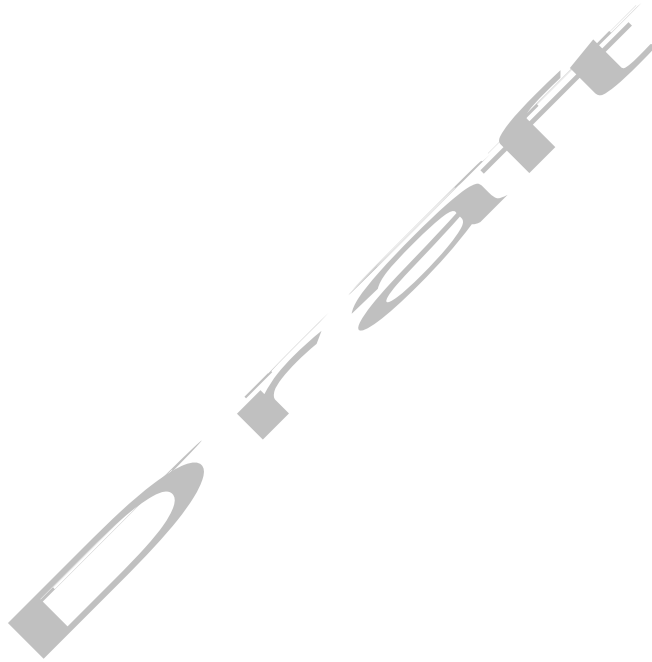
Headings do not affect the interpretation of this document.

13.18 Effect of execution

This document is not binding on any Party unless it or a counterpart has been duly executed by each Party.

SCHEDULE 1**Agreement Details**

ITEM	TERM	DESCRIPTION
1.	Land	Lot 293 and Lot 294 in DP 1213279.
2.	Stage 1 Land	The land labelled "Stage 1" on plan L-DA-17, Issue C May 2020 prepared by Turf Design at Annexure A.
3.	Village Green Land	That part of Lot 294 DP 1213279 shown on plan L-DA-17, Issue C May 2020 prepared by Turf Design Studio labelled "Park Land" and "Road Land" at Annexure A.
4.	Development	Tallawong Station Precinct South, pursuant to the SSDA and any subsequent approvals (including but not limited to the DA)
5.	Council's Representative	Dennis Bagnall 62 Flushcombe Road Blacktown Dennis.bagnall@blacktown.nsw.gov.au
6.	Developer's Representative	Greg Colbran Deicorp Level 4, 161 Redfern Street Redfern gcolbran@deicorp.com.au
7.	Development Application	Development Application SSD-10425 lodged by the Developer on 19 May 2020 in relation to the Land, which seeks development consent for a mixed use development comprising residential apartments, commercial uses, public domain works and landscaping including a public park, or any other development application within the meaning of the Act for the same or substantially the same development of the Land.



SCHEDULE 2

Requirements under the Act and Regulation

The below table summarises how this document complies with the Act and Regulation.

ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
1.	Planning instrument and/or development application (section 7.4(1) of the Act) The Developer has: (a) sought a change to an environmental planning instrument; (b) made, or proposes to make, a development application; or (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(a) No (b) Yes (c) No
2.	Description of land to which this document applies (section 7.4(3)(a) of the Act)	Land.
3.	Description of change to the environmental planning instrument to which this document applies and/or the development to which this document applies (section 7.4(3)(b) of the Act)	The development the subject of the DA
4.	The nature and extent of the provision to be made by the developer under this document, the time or times by which the provision is to be made and the manner in which the provision is to be made (section 7.4(3)(c) of the Act)	See clause 5
5.	Whether this document excludes (wholly or in part) or does not exclude the application of section 7.11, 7.12 or 7.24 to the Development (section 7.4(3)(d) of the Act)	No
6.	Applicability of section 7.11 of the Act (section 7.4(3)(e) of the Act)	Yes

ITEM	SECTION OF ACT OR REGULATION	PROVISION/CLAUSE OF THIS DOCUMENT
7.	Consideration of benefits under this document if section 7.11 applies (section 7.4(3)(e) of the Act)	No
8.	Mechanism for Dispute Resolution (section 7.4(3)(f) of the Act)	See clause 6
9.	Enforcement of this document (section 7.4(3)(g) of the Act)	See clause 7 and 8
10.	No obligation to grant consent or exercise functions (section 7.4(9) of the Act)	See clause 2.4
11.	Registration of this document (section 7.6 of the Act)	See clause 7
12.	Whether certain requirements of this document must be complied with before a construction certificate is issued (clause 25E(2)(g) of the Regulation)	No
13.	Whether certain requirements of this document must be complied with before a subdivision certificate is issued (clause 25E(2)(g) of the Regulation)	No
14.	Whether certain requirements of this document must be complied with before an occupation certificate is issued (clause 25E(2)(g) of the Regulation)	Yes
15.	Whether the explanatory note that accompanied exhibition of this document may be used to assist in construing this document (clause 25E(7) of the Regulation)	No (see clause 2.5)

SCHEDULE 3

Explanatory Note

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Planning Agreement

Under section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW)

1 Parties

Blacktown City Council ABN 18 153 831 768 of 62 Flushcombe Road, Blacktown 2148 (**Council**); and

Deicorp Projects (Tallawong Station) Pty Ltd ACN 630 425 955 of Level 3, 161 Redfern Street, Redfern (**Developer**)

2 Description of subject land

The Planning Agreement relates to Lots 293 and 294 in DP 1213279 and is to be registered on the title to part of that land, being the Stage 1 Land as shown in Annexure C.

3 Description of proposed development

Development Application SSD-10425 lodged by the Developer on 19 May 2020 in relation to the Land, which seeks development consent for a mixed use development comprising residential apartments, commercial uses, public domain works and landscaping including a public park.

4 Summary of objectives, nature and effect of the draft planning agreement

4.1 Objectives of Planning Agreement

The objective of the Planning Agreement is to provide publicly accessible open space to meet the increased demand for open space which will arise from the carrying out of the proposed development.

4.2 Nature of Planning Agreement

The Planning Agreement constitutes a planning agreement under section 7.4 of the Act. The Planning Agreement will be registered on the title to the Stage 1 Land.

5 Assessment of the merits of the draft planning agreement

5.1 The planning purposes served by the Planning Agreement

The Planning Agreement:

- (a) promotes the orderly and economic use and development of the Land to which the Planning Agreement applies;
- (b) promotes good design and amenity of the build environment by facilitating the development of the Land in accordance with the Planning Agreement;
- (c) promotes the sharing of the responsibility for environmental planning and assessment between the different levels of government in the State; and
- (d) promotes increased opportunity for the public in environmental planning and assessment.

5.2 How the Planning Agreement promotes the public interest

The Planning Agreement will promote the public interest by promoting the objects of the Act as set out in sections 1.3(c), (g), (i) and (j) of the Act.

5.3 For Planning Authorities:

Development Corporations – How the Planning Agreement promotes its statutory responsibilities

NA

Other Public Authorities – How the Planning Agreement promotes the objects (if any) of the Act under which it is constituted

NA

Councils – How the Planning Agreement promotes the guiding principles in s8A of the Local Government Act 1993

The Planning Agreement promotes the guiding principles by:

- enabling the Council to carry out its functions in a way that provides the best possible value for residents and ratepayers,
- enabling the Council to manage lands and other assets so that current and future local community needs can be met in an affordable way, and
- providing a framework for the Council to work with others to secure appropriate services for local community needs.

These elements of the guiding principles are promoted by securing public access to open space.

All Planning Authorities – Whether the Planning Agreement conforms with the Authority's Capital Works Program

NA

5.4 Security

The Planning Agreement requires contributions to be made before the issuing of an Occupation Certificate.

Execution

Executed as a deed.

Signed sealed and delivered
by **Blacktown City Council** in the
presence of:

)
)
)

.....
Witness

.....
Name of Witness (print)

Executed by Deicorp Projects
(Tallawong Station) Pty Ltd

)
)

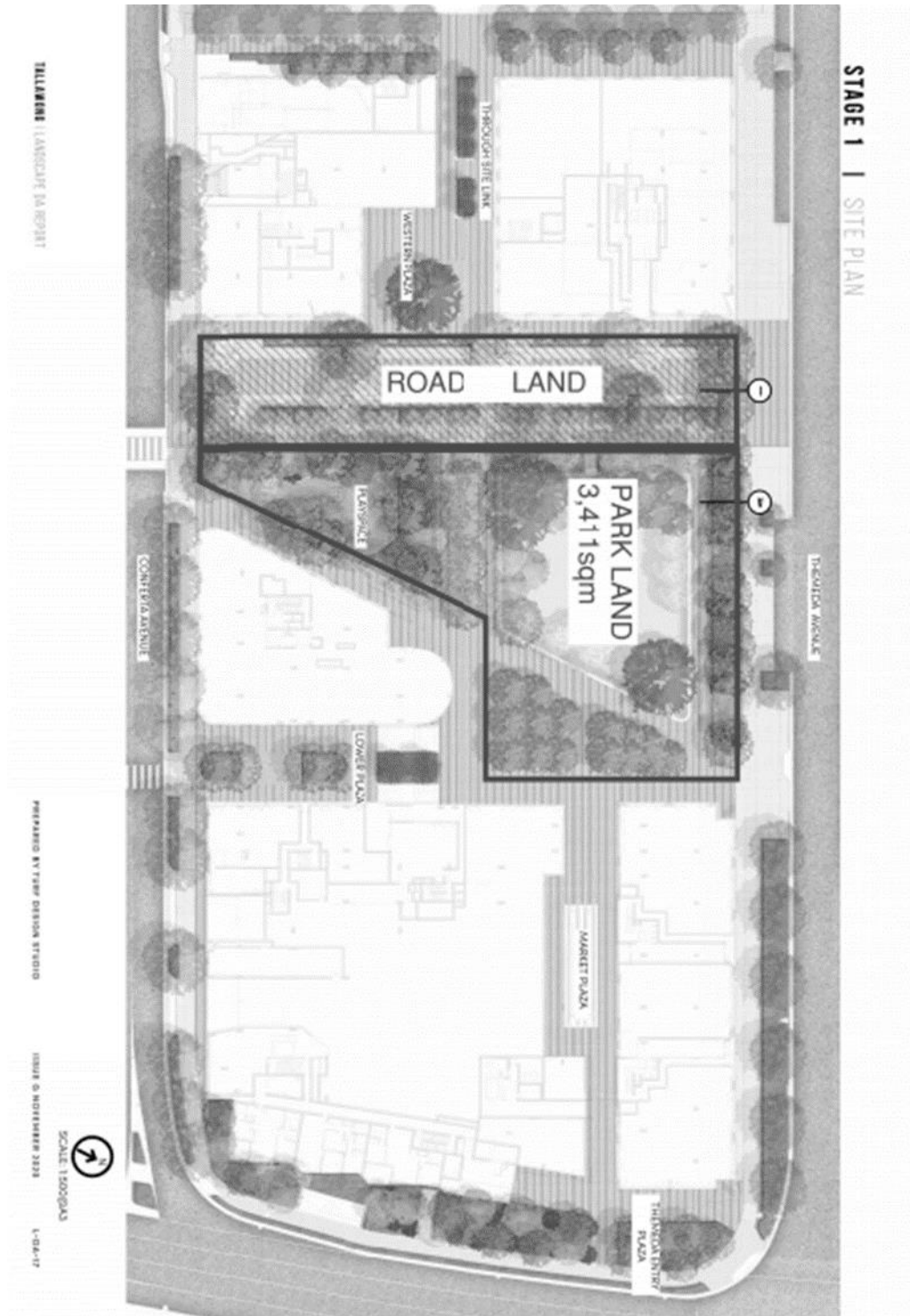
.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director
(print)

.....
Name of Director (print)

Annexure A –Site Plan



STAGE 1 SITE SECTION A



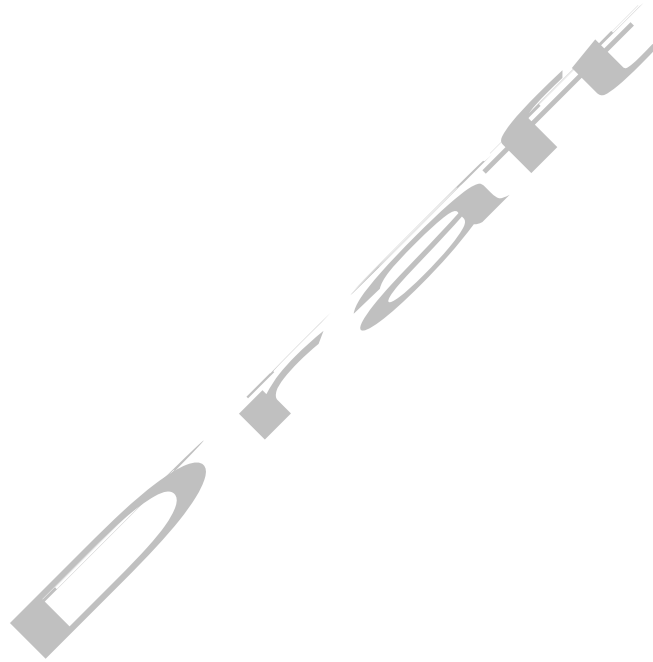
TALLAWONG LANDSCAPE EIA REPORT

PREPARED BY TUBB DESIGN STUDIO

ISSUE G NOVEMBER 2020

1-DA-18

Annexure B – Draft Landscape Operation Maintenance Plan



Tallawong Precinct South

Landscape Operation Maintenance Plan

Park, Playground and Private Road



Revision	Date	Approved by
A – Draft Issue	15/09/20	SJ

turf design studio pty ltd

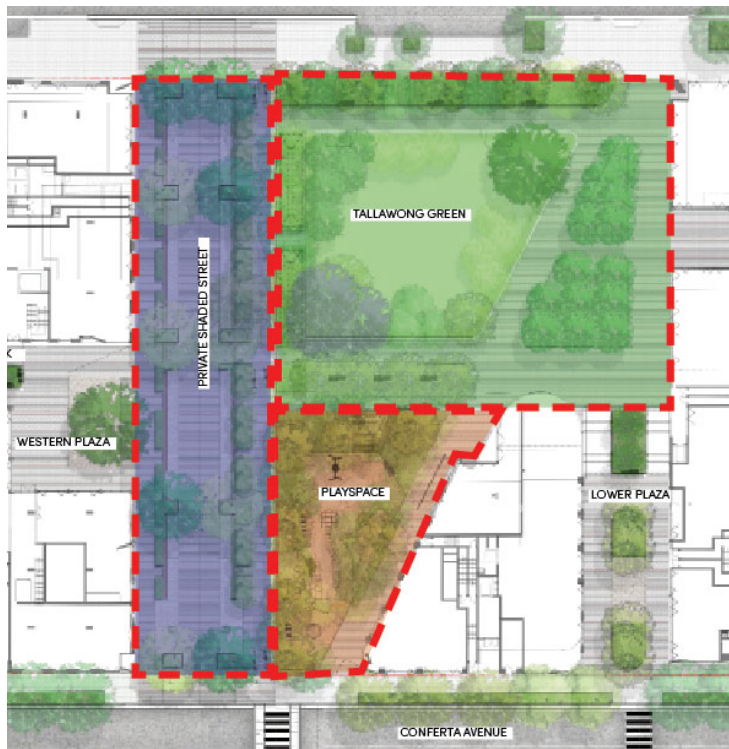
address: 35 Wellington St, Chippendale NSW 2008 correspondence:

phone: +61 2 8394 9990 email: sydney@turfdesign.com web: www.turfdesign.com abn: 77 097 739 663

Introduction

Turf Design Studio has been engaged to prepare a landscape operational maintenance plan from the management of Tallawong Green, the Playground and the Private road post construction to ensure the minimum standards of maintenance are met.

Scope



Generally

- The maintenance contractor must maintain all plant material in a state of health and vigour. To do so, the Contractor must engage the services of a Horticulturist with a minimum 3 years' experience to undertake inspections and supervise (all) rectification and maintenance works.
- The contractor must also maintain the site in a neat and tidy appearance through general sweeping and rubbish removal.
- The playground inspections are to be undertaken by suitably qualified person with relevant training.

Maintenance Requirements Schedule

Activity	Required Action	Frequency
Logbook	The contractor is required to maintain records of maintenance visits and tasks undertaken. The project maintenance records must be kept by the Client's Representative. At the end of each maintenance visit the contractor must report to the Client's Representative and arrange an inspection to have maintenance works independently verified. Once approved the contractor must fill out the log book retained by the Client's Representative.	At each maintenance visit.
Comprehensive Annual Inspection	Mandatory annual inspection and review of the all element/ park facilities, playground and private road in accordance with all relevant standards and best practise is to be undertaken by an appropriately qualified maintenance contractor/ Specialist	Annually
Watering	The contractor must undertake irrigation maintenance to support healthy and vigorous plant growth. Inspections must be undertaken by a qualified Horticulturist with 3 years' experience. At each visit the Contractor's Horticulturist must assess soil moisture against the requirements of the planted vegetation. Dry / wet conditions may be detrimental to growth dependent on the species planted. Experience is required to make an informed assessment. Where an irrigation system is installed the contractor must monitor the application rates and make running adjustments to ensure appropriate soil moisture levels. Particular attention must be paid to maintenance within the first 4 weeks when plants are most susceptible to death through transplanting shock, altered environmental conditions and varying soil interface issues.	Weekly for 8 weeks, then fortnightly for the remainder of the contract.
Weeding and rubbish removal	Whole Site: The contractor must remove any plant material that has not been specified and general litter from garden beds, and, sweep paths and pavements of fallen / windblown vegetative matter and rubbish. Dispose of all material offsite.	Monthly
Fertilising	Lawn: Provide one application 8 weeks after the initial lay with a proprietary fertiliser, with an N:P:K analysis of 10%(N) : 3.4%(P) : 6.4%(K). Broadcast evenly and water in well in accordance with the manufacturer's recommendations and application rates. Gardens: Nil	Lawn only - 1 application 8 weeks after planting
Pesticide / Fungicide Spraying	Nil. Make recommendations should spraying be required.	NA
Herbicide spraying	Nil. The contractor must undertake weed removal by hand or mechanically.	NA
Soil subsidence	Contractor must maintain garden soil surface levels throughout the maintenance period correcting soil subsidence. Soils and mulch are to remain flush with raised planter edges.	As required.
Mulch	Generally, top up mulch annually in spring to maintain the specified depths. Ensure no topsoil is exposed. Top up with the mulch originally specified. Sweep dispersed mulch back onto garden beds.	Annually
Gravel surfaces	Including all loose quarried material. Sweep dispersed gravels back into gravel zones. Clean gravels of litter and vegetative matter.	12 Weeks
Stakes and ties	Stakes and ties must not be used to support weak stemmed plants. If required, stakes and ties must be a loose fit allowing trunk and stem movement and the development of reaction wood. Stakes must not be driven into the plant rootball. All stakes and ties must be removed after one year of installation.	Practical completion audit. Removal at 12 months.
Plant replacement	The Maintenance Contractor must replace dead or dying plants. Should any one species fail entirely, the Contractor must not replace with the same species. In such cases the Client's Representative must be sought to provide species variation advice. Species must be assessed and replaced within two weeks of assessment. Assessment must be undertaken every 12 weeks.	12 Weeks
Pruning	The Contractor must engage the services of a Horticulturist for all pruning works of trees and shrubs.	6 Months

	<p>Generally, shrubs are to be tip pruned at the end of each flowering period. Shrubs and plantings must be appropriately maintained to allow for clear lines of sight over the shrubs from pathways and pedestrian areas, and to avoid any plantings being used as a natural ladder to gain access to any higher parts of the building.</p> <p>Mature shrubs along pathways around the entrance are to be no more than 1 metre in height</p> <p>Trees are to be progressively crown lifted when branches are no greater than 20mm in diameter. All trees are to be appropriately pruned, trimmed and maintained for passive surveillance and to prevent climbing of trees to gain access to balconies.</p>	
Urgent works after storms	Inspect site after known storm events, or as requested by the Client's Representative and correct storm event damage. Typically, eroded soils and mulch dispersed onto paths.	As required
Raingardens	Assess proper functioning through inspection of plant material health and evidence of waterlogging. Clear out debris and trapped sediment in inlet traps / rock armoury etc. Flush out subsoil pipes and remove any surface build to maintain the original extended detention depth.	Annually
Garden / Lawn edging	Inspect and rectify any edging that has dislodged or become exposed through settlement.	Annually
Mowing	Lawns must be mowed to maintain a leaf blade height of no greater than 50mm. No more than 1/3 of the blade height is to be removed at each mowing.	Fortnightly – Summer. Monthly – Winter.
Top-dressing	Lightly topdress with ANL 'Organic Top Dressing'. Do not cover turf blades completely. Blade tips are to remain exposed to sunlight. Water in topdressing material thoroughly, immediately after installation, to disperse beneath leaf blades and fill around stolons and rhizomes. Where excessive divots occur cut and lift existing turf. Place additional topsoil beneath before replacing at correct level. Feather in with topdress soil mixture.	2 Years
Pathways	Blowing of paths	Fortnightly – Summer. Monthly – Winter.
Drains	Cleaning of grated drains	Cleaning of grated drains
Furniture and Fixings	Inspect clean and service furniture & fixtures i.e drinking fountain, bench seat, light poles, bins, handrails etc.	Cleaning of grated drains
Oil finished timber (benches)	Oiled timber should be re-coated on a regular basis to help maintain its colour and appearance. Timber, in typically exposed situations, should be initially recoated after 3 months, and thereafter every 6 months. Re-coating is best done in warm weather. Wash the surface down to remove dust and dirt with a household detergent. Allow to dry. Apply one or two coats of <i>Natural Pigmented Oil</i> . Apply with a clean cloth and wear protective clothing. Do not apply a water based stain, which is not compatible with <i>Natural Pigmented Oil</i> . If the surface of the oiled timber has seriously degraded, as evidenced by greying and checking, a light sanding is recommended to freshen up the timber. <i>Natural Pigmented Oil</i> may be obtained from leading hardware stores or from the manufacturer.	As required.
Playground Visual Inspection	Visually Identify hazards i.e. vandalism and Weather damage. Inspection should be in accordance with all appropriate Australian Standards.	daily/Weekly
Playground Operational Inspection	Check the operation of all equipment within the playground. A checklist is to be provided by a qualified Playground certifier.	month/quarter
Playground Annual Inspection	Assessment of compliance against current/relevant Australian standards, Long term level of safety should be reviewed. This Inspection should be undertaken by an independent assessor with appropriated qualifications for the relevant standard.	



Maintenance Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
General Planter Beds												
Weeding	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Slow release fertiliser								Y				
Mulching of garden beds										Y		
Shrub management - Pruning, pest control			Y									
Soil topping of gardens									Y			
Trees												
Remove dead limbs & Crown lifting of trees to 2m height			Y									
Blowing of paths	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Mulching of garden beds										Y		
Blowing of paths	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Lawn												
Edging	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Weeding	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Mowing	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Slow release fertiliser								Y				
Soil topping of gardens and correction of lawn undulations.									Y			
Hardstand & Park Furniture												
Blowing of paths	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Cleaning of grated drains				Y							Y	
Inspect clean and service furniture & fixtures i.e drinking fountain, bench seat, light poles, bins, handrails etc.			Y						Y			
Playground												
Playground Visual Inspection	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Playground Operational Inspection	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Playground Annual Inspection	Y											
General												

turf design studio Pty Ltd

address: 35 Wellington St, Chippendale NSW 2008 correspondence:

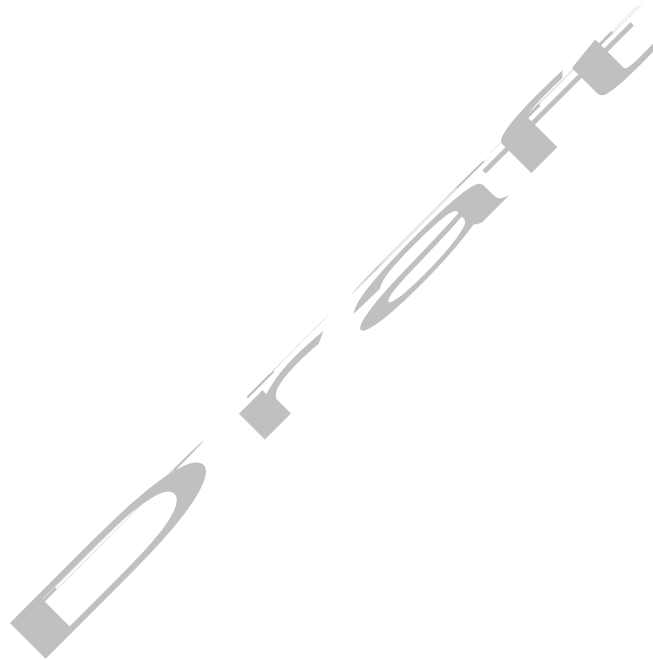
phone: +61 2 8394 9990 email: sydney@turfdesign.com web: www.turfdesign.com abn: 77 097 739 663

Comprehensive Annual Inspection	Y											
Inspection of all areas	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Rectification/minor works from inspections	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Checking of irrigation system	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Indicates 1 visit per month												
Indicates 2 visits per month												
Indicates 4 visits per month												

- Refer to Maintenance Requirements Schedule for detailed description of task.
- Maintenance schedules is for implementation after the mandatory Installation Contractors 12 month's maintenance and defects period.

DRAFT

Annexure C – Tallawong Staging Plan



NOTES
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DL22 Quality Endorsed Company ISO 9001:2015, Registration Number 28475
Notified Architect: Nicholas Turner 8665, ABA 86 064 084 911

KEY PLAN

LEGEND

- STAGE 1 - Site 1A + 1B
- STAGE 2A - Site 2A
- STAGE 2B - Site 2D
- STAGE 2C - Site 2BCE

Notes:
1. Indicative staging plan shown.
2. Refer to detailed staging plans prepared by surveyor.

Rev	Date	Approved by	Issue Name
01	15/4/20	YO	Draft Development Application
02	20/4/20	YO	Draft Development Application
03	6/5/20	YO	For Development Application

CLIENT
Deicorp
Level 4, 161 Redfern Street Redfern NSW 2016 Australia
8665 4100
@deicorp.com.au

Project Title
Tallawong Station Precinct South
1-15 & 2-12 Conferta Avenue Rouse Hill NSW 2155

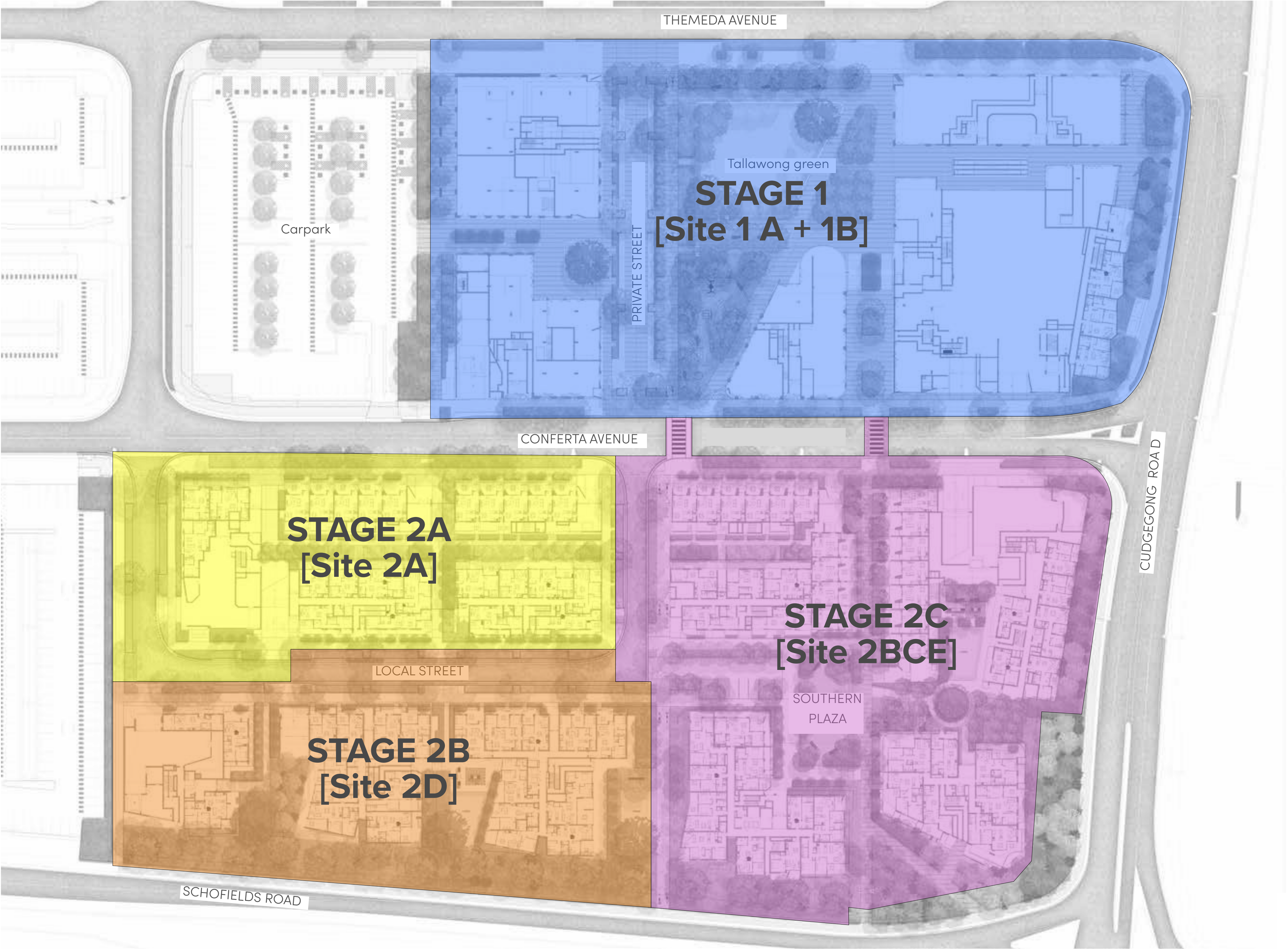
Drawing Title

Site Information
Staging Diagram

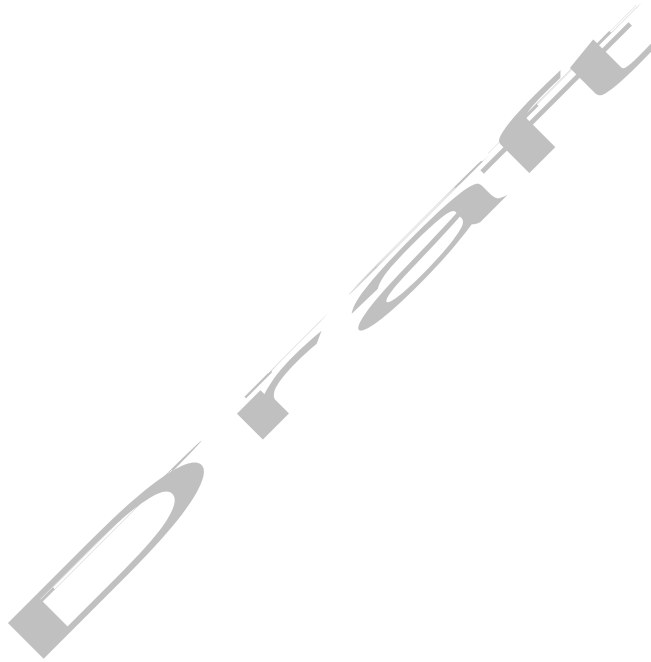
Scale	Project No.	Drawn by	North
1:500, 1:0.61 @A1, 50% @A3	18095	TURNER	↑
Status	Draw No.	Rev	
For Development Application	DA-010-005	03	

TURNER

Level 7 ONE Oxford Street
Sydney NSW 2010
AUSTRALIA
T +61 2 8668 0000
F +61 2 8668 0088
turner@turner.com.au



Annexure D – Signage Location Plan





SIGNAGE PLAN.
 Location as per illustration.
 Signage to future design shall
 include public access, private
 ownership, contact number for
 queries, complaints and
 maintenance enquires
 October 2020

Annexure E – draft Section 88B Instrument

Terms of Easement

- 1 The registered proprietor of the lot burdened grants to Blacktown City Council (**Council**) and members of the public full and free right to go, pass and repass over the lot burdened at all times:
 - (a) with or without companion animals (as defined in the *Companion Animals Act 1998*) or other small pet animals; and
 - (b) on foot without vehicles (other than wheelchairs or other disabled access aids);for all lawful purposes.
- 2 The registered proprietor of the lot burdened must, to the satisfaction of Council, acting reasonably:
 - (i) keep the lot burdened (including any services in, on or under the Lot burdened) in good repair and condition;
 - (ii) maintain and repair the lot burdened and all improvements on the lot burdened in accordance with the terms of the Operational Maintenance Plan approved by the Council for the lot burdened;
 - (iii) keep the lot burdened clean and free from rubbish; and
 - (iv) maintain sufficient public liability insurance covering the use of the lot burdened in accordance with the terms of this easement.
- 3 If the registered proprietor of the lot burdened is an owners corporation or community association, then it must ensure that any rules or by-laws adopted by it in relation to the lot burdened have been approved by the Council.
- 4 Notwithstanding any other terms of this easement, the registered proprietor of the lot burdened, acting reasonably, may remove members of the public from the lot burdened if the members of the public are acting in a manner which the registered proprietor of the lot burdened, acting reasonably, considers to be a nuisance or a public safety risk.

Terms of Restriction on the Use of Land

The registered proprietor of lot burdened will:

1. not construct or permit the construction of any buildings or structures on the lot burdened without the prior written consent of Council
2. not make or permit or suffer the making of any alterations to the finished levels or remove any of the structures constructed on the lot burdened as

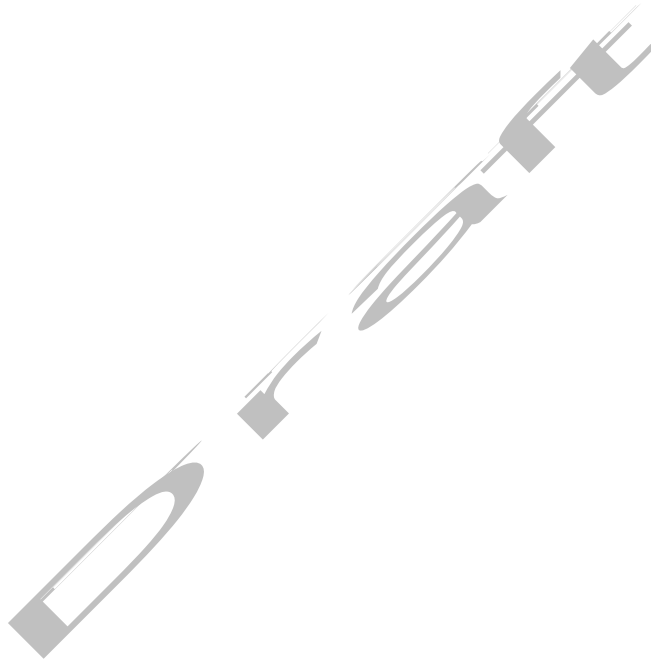
at the date of creation of this restriction on use, without the prior consent of Council

3. not carry out any work, or erect any buildings or structures such as fences which would prevent Blacktown City Council or members of the public from moving between the lot burdened and the adjacent land owned by Blacktown City Council.

Name of authority whose consent is required to release, vary or modify the Easement and restriction above is:

Blacktown City Council

Annexure F – Building Stratum Subdivision Plan



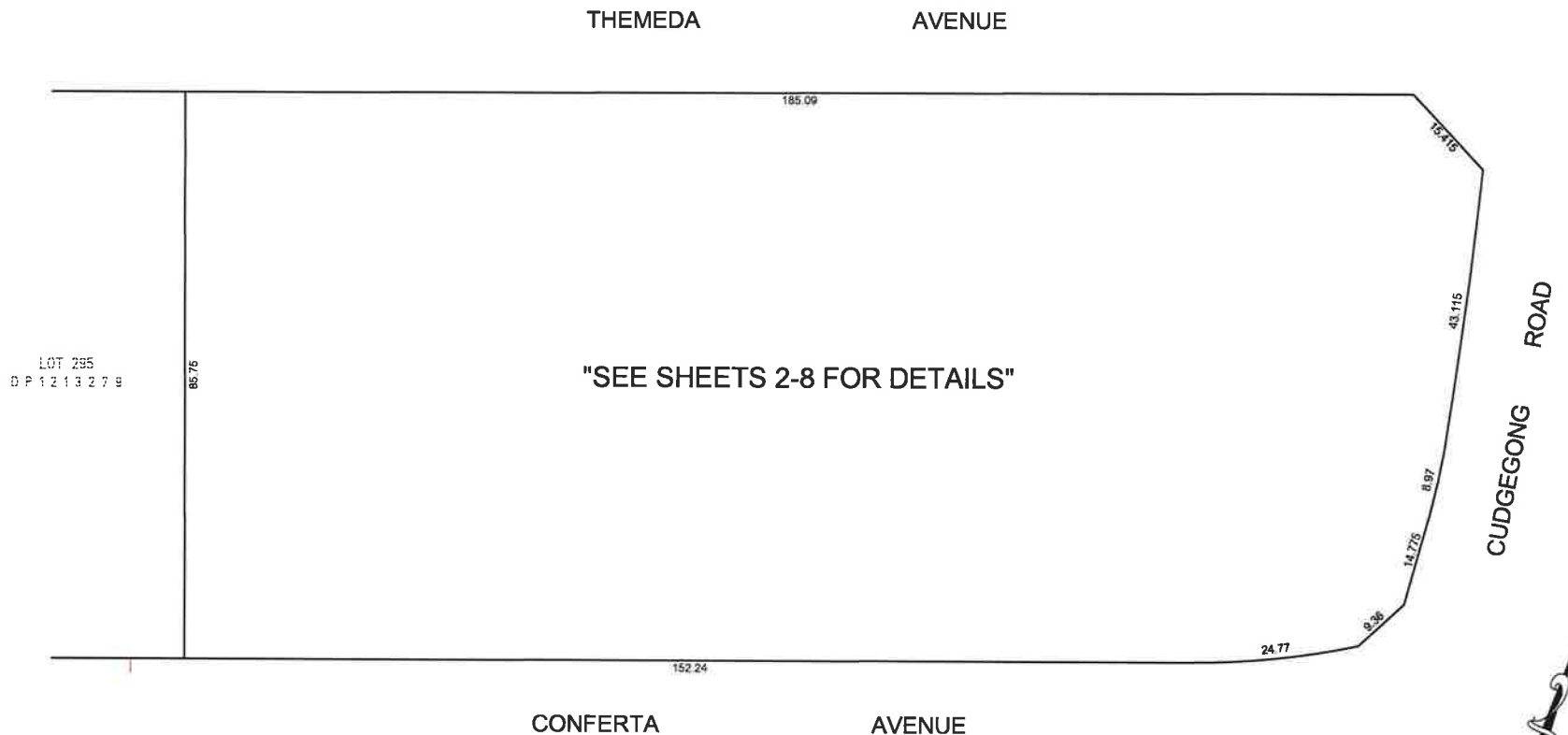


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REDFERN NSW 2016
Ph: 02 8065 1156
Fax: 02 8065 1297
Email: survey@daw-walton.com.au

REVISION: 8
DATED: 09-12-2020

LOCATION PLAN

DRAFT STRATUM SUBDIVISION PLAN
PREPARED FROM ARCHITECTURAL PLANS BY TURNER ARCHITECTS,
PROJECT No: 18095, ISSUE: 04, DATED: 17-11-2020



SURVEYOR
NAME: JOHN WALTON
DATE OF SURVEY:
REFERENCE: 4900-19DP293

PLAN OF: BUILDING STRATUM SUBDIVISION OF
LOT 294 IN DP1213279

LGA: BLACKTOWN
LOCALITY: ROUSE HILL
Reduction Ratio: 1 : 500
Lengths are in metres

REGISTERED:

DP

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2 (A2)

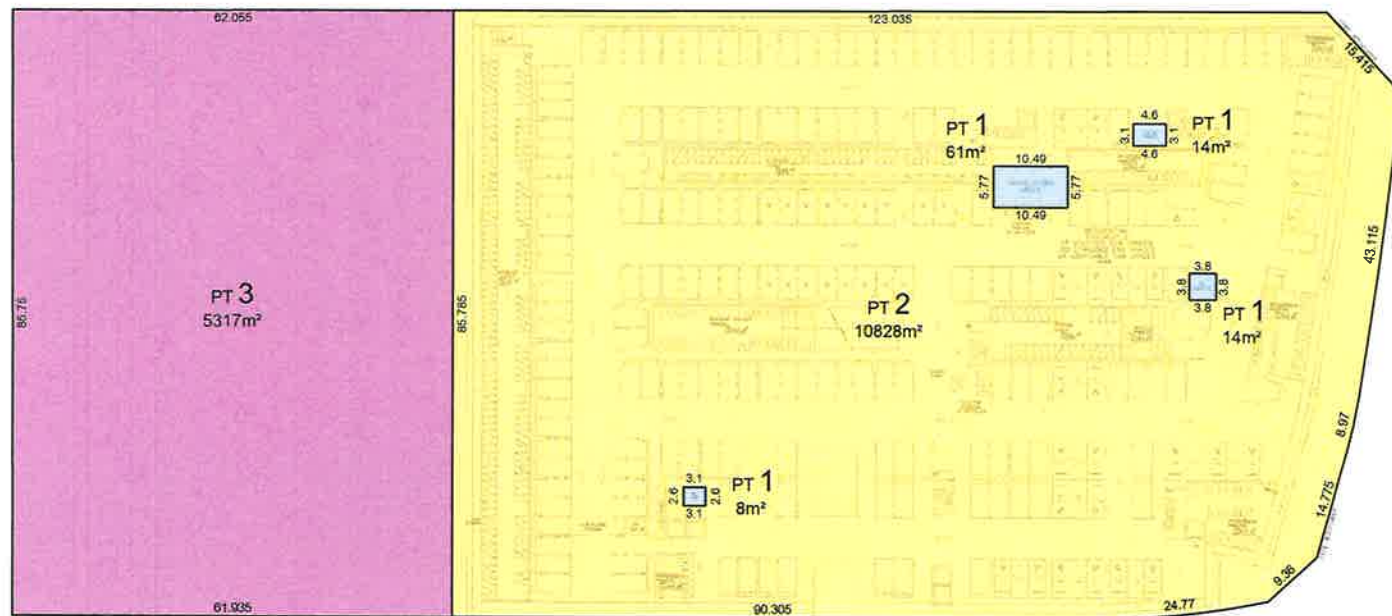


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BASEMENT 3

DRAFT STRATUM SUBDIVISION PLAN
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- DENOTES COMMERCIAL LOT 1
- DENOTES RESIDENTIAL LOT 2
- DENOTES RESIDENTIAL LOT 3
- DENOTES PARK LOT 4

EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THE PLAN
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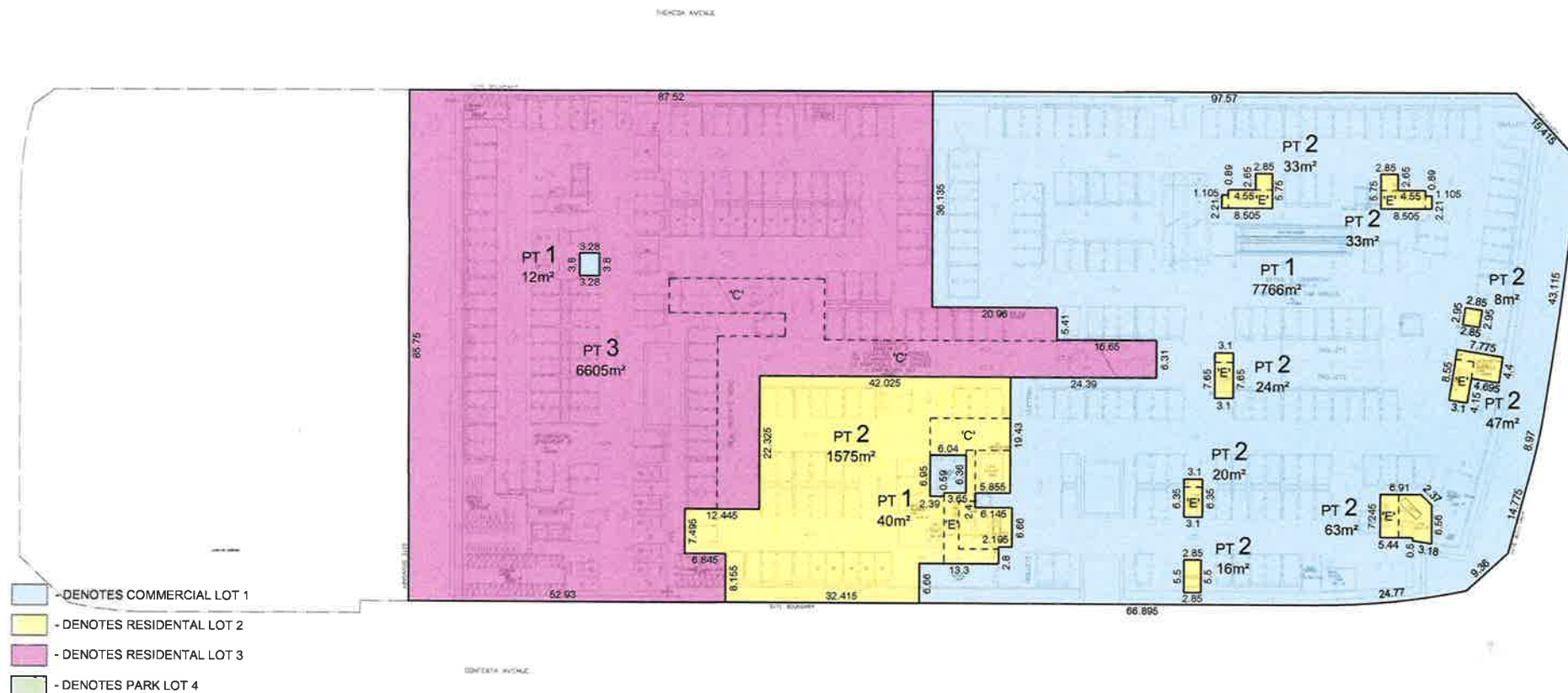
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CONSULTING SURVEYORS
ABN 67 520 411 172

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REVISION: 8
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BASEMENT 2

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- DENOTES COMMERCIAL LOT 1
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- DENOTES PARK LOT 4

'C' DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH

'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH

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NAME: JOHN WALTON

DATE OF SURVEY:

REFERENCE: 4900-19DP293

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LGA: BLACKTOWN

LOCALITY: ROUSE HILL

Reduction Ratio: 1 : 500

Lengths are in metres

REGISTERED:

DP

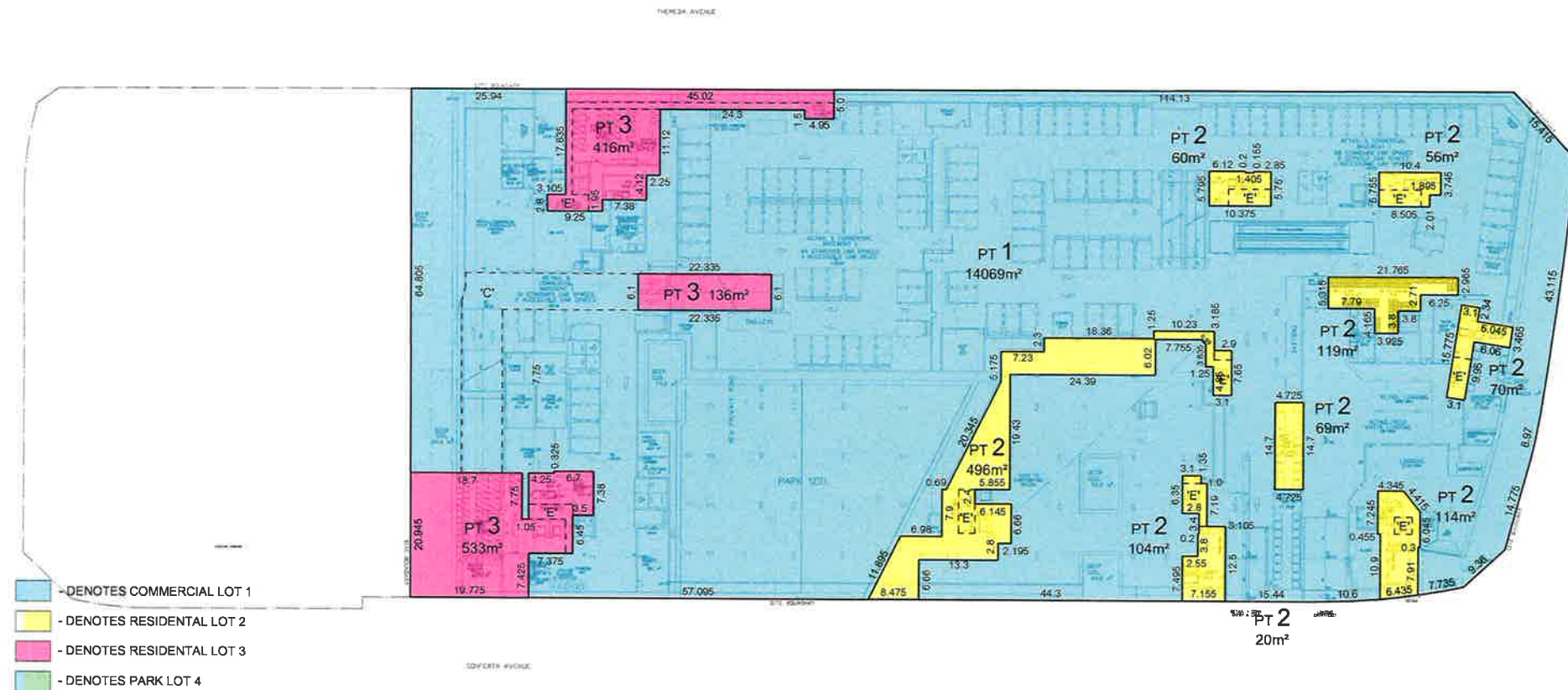


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BASEMENT 1

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PROJECT No: 18095, ISSUE: 04, DATED: 17-11-2020



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- DENOTES RESIDENTIAL LOT 2
- DENOTES RESIDENTIAL LOT 3
- DENOTES PARK LOT 4

'C' DENOTES RIGHT OF CARRIAGEWAY VARIABLE WIDTH

'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH
EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THE PLAN

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LGA: BLACKTOWN

LOCALITY: ROUSE HILL

Reduction Ratio: 1 : 500

Lengths are in metres

REGISTERED:

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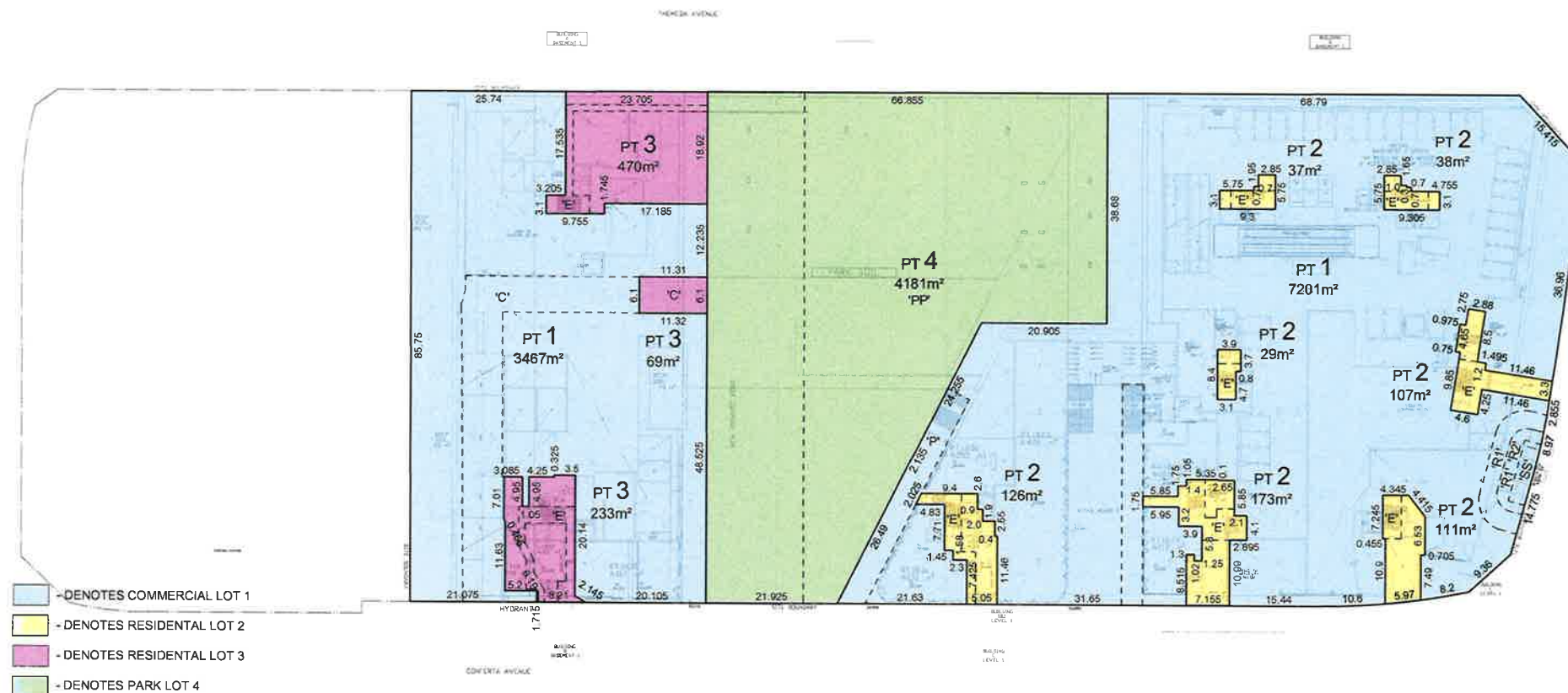


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MEZZANINE

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- DENOTES RESIDENTIAL LOT 3
- DENOTES PARK LOT 4

'C' DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH

'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH

'P' DENOTES PUBLIC RIGHT OF ACCESSWAY, VARIABLE WIDTH

'PP' DENOTES EASEMENT FOR PUBLICLY ACCESSABLE PARK, VARIABLE WIDTH

EASEMENT FOR SERVICES AFFECTS THE WHOLE OF THE LOTS IN THE PLAN

'SS' DENOTES EASEMENT FOR PADMOUNT SUBSTATION, 2.75 WIDE

'R1' DENOTES RESTRICTION ON THE USE OF LAND

'R2' DENOTES RESTRICTION ON THE USE OF LAND

ADDITIONAL EASEMENT TO BE ADDED ON FINAL PLAN OF SUBDIVISION TO COMPLY WITH ANY DEVELOPMENT CONDITIONS OR AS REQUIRED TO FACILITATE THE ONGOING DEVELOPMENT

SURVEYOR

NAME: JOHN WALTON

DATE OF SURVEY:

REFERENCE: 4900-19DP293

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LOT 294 IN DP1213279

LGA: BLACKTOWN

LOCALITY: ROUSE HILL

Reduction Ratio: 1 : 500

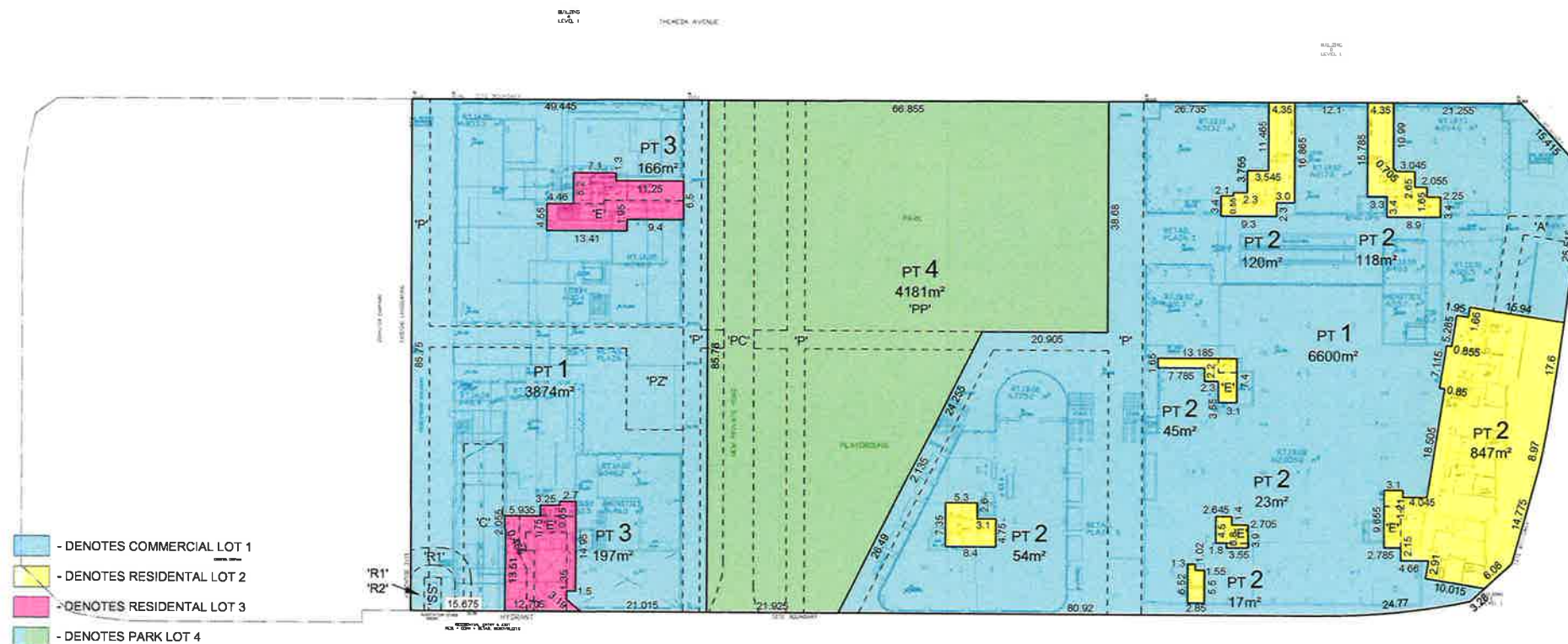
Lengths are in metres





REGISTERED:

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LEVEL 1

DRAFT STRATUM SUBDIVISION PLAN
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PROJECT No: 18095, ISSUE: 04, DATED: 17-11-2020



-  - DENOTES COMMERCIAL LOT 1
 - DENOTES RESIDENTIAL LOT 2
 - DENOTES RESIDENTIAL LOT 3
 - DENOTES PARK LOT 4

'A' DENOTES RIGHT OF ACCESSWAY, VARIABLE WIDTH

'C' DENOTES RIGHT OF CARRIAGEWAY, VARIABLE WIDTH

'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH

'P' DENOTES PUBLIC RIGHT OF ACCESSWAY, VARIABLE WIDTH

'PC' DENOTES PUBLIC RIGHT OF CARRIAGEWAY, VARIABLE WIDTH

'PP' DENOTES EASEMENT FOR PUBLICLY ACCESSIBLE PARK, VARIABLE WIDTH

'PZ' DENOTES EASEMENT FOR PUBLICLY ACCESSIBLE PLAZA, VARIABLE WIDTH

'SS' DENOTES EASEMENT FOR PADMOUNT SUBSTATION, 2.75 WIDE
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REFERENCE: 4900-19DP293

PLAN OF: BUILDING STRATUM
SUBDIVISION OF
LOT 294 IN DP1213279

LGA: BLACKTOWN
LOCALITY: ROUSE HILL
Reduction Ratio: 1 : 200
Lengths are in metres

REGISTERED:

DP

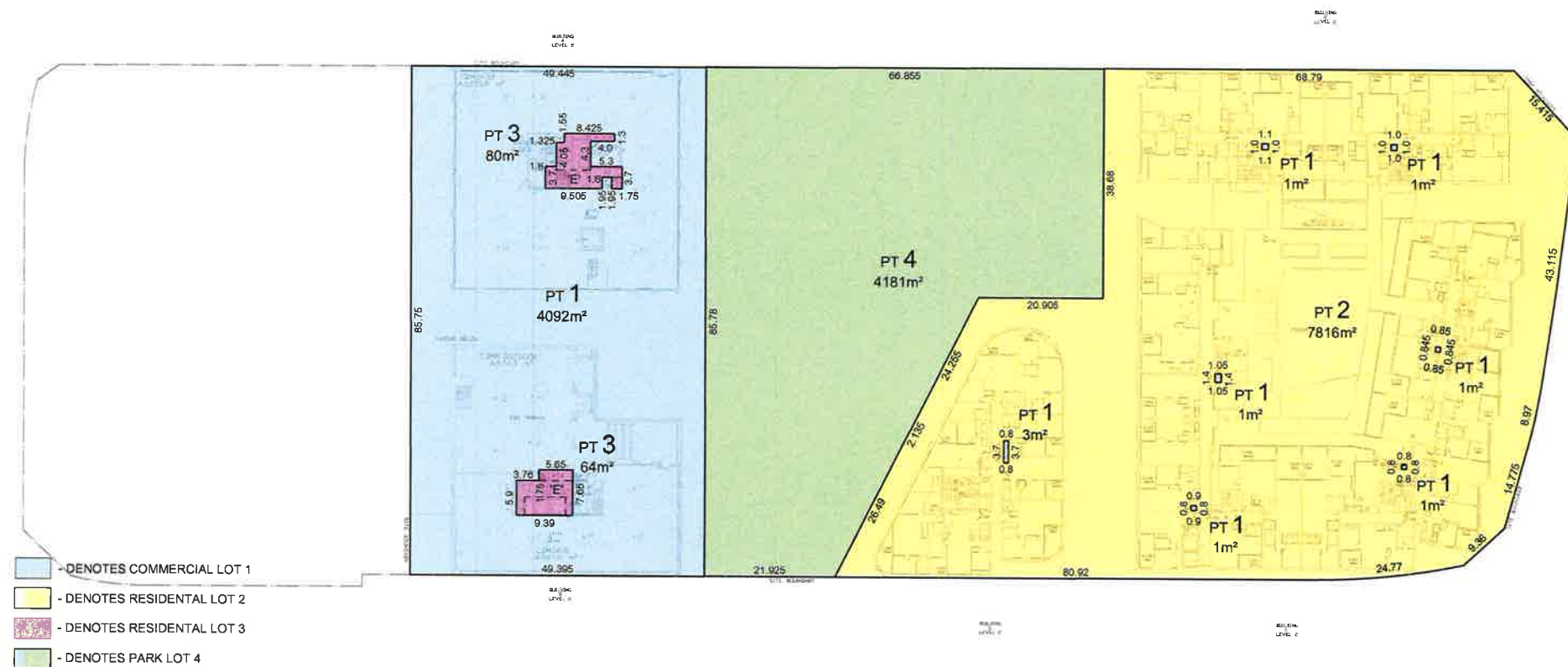


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REVISION: 8
DATED: 09-12-2020

LEVEL 2

DRAFT STRATUM SUBDIVISION PLAN
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'E' DENOTES EASEMENT FOR EMERGENCY EGRESS, VARIABLE WIDTH
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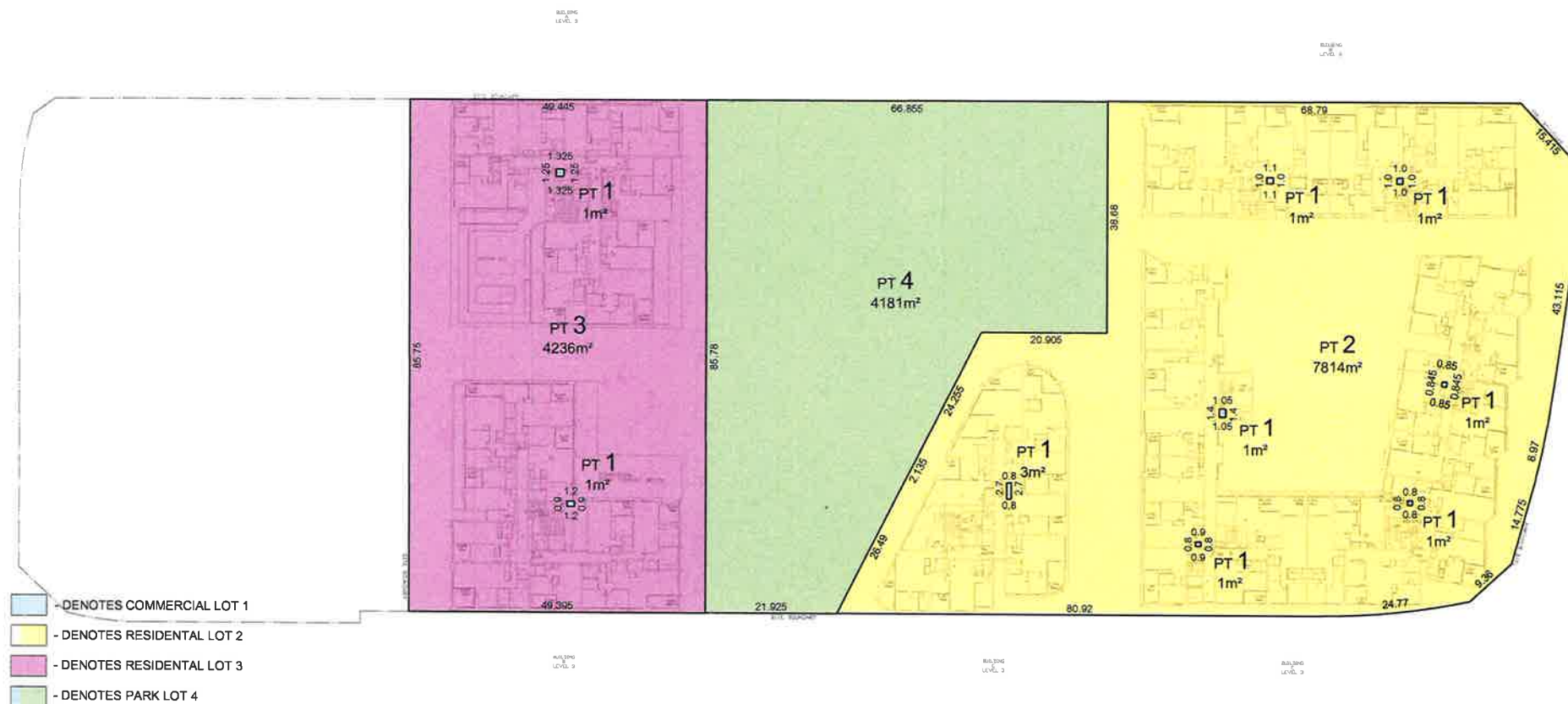


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REVISION: 8
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LEVEL 3 - ROOF LEVELS

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PROJECT No: 18095, ISSUE: 04, DATED: 17-11-2020



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LOCALITY: **ROUSE HILL**
Reduction Ratio: **1 : 200**
Lengths are in metres

REGISTERED:

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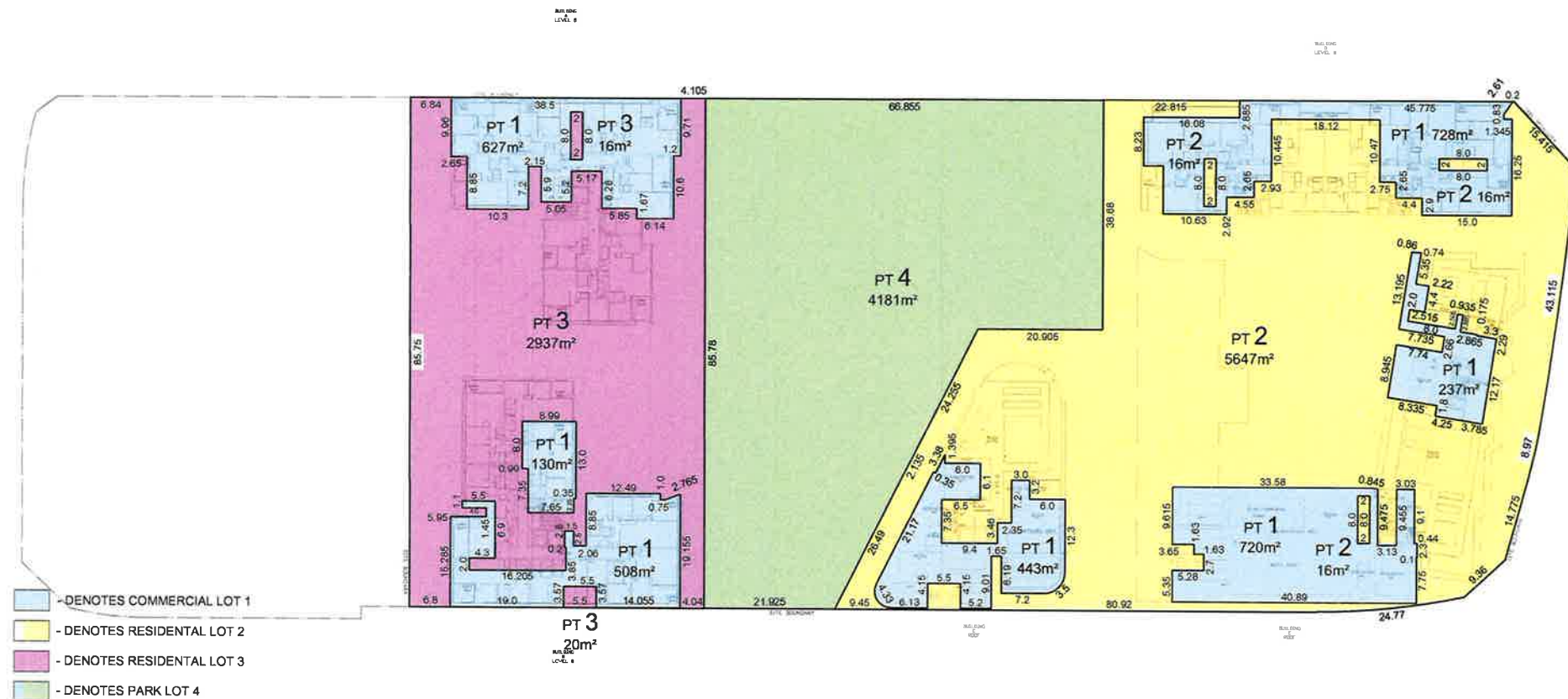
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ARN 63 129 411 172

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REVISION: 8
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ROOF LEVELS & ABOVE

DRAFT STRATUM SUBDIVISION PLAN
PREPARED FROM ARCHITECTURAL PLANS BY TURNER ARCHITECTS,
PROJECT No: 18095, ISSUE: 04, DATED: 17-11-2020





Confidential

4 March 2021

Our ref: BLA20032

The Chief Executive Officer
Blacktown City Council
PO Box 63
BLACKTOWN NSW 2148

Attention: Dennis Bagnall

Email

Dear Sir

Planning Agreement - Village Green Land at Tallawong Station Precinct South

- 1 The Council has requested my opinion on whether the draft Planning Agreement for the Village Green Land at Tallawong Station Precinct South ('VPA'), which is **attached**, may be entered into by the Council and protects the Council's interests.
- 2 The VPA is intended to be entered into by the parties as a planning agreement under section 7.4 of the *Environmental Planning and Assessment Act 1979* ('EPA Act').
- 3 In my opinion, the VPA complies with the requirements of s7.4 of the EPA Act and may be entered into by the Council provided that all of the public exhibition requirements of the EPA Act are satisfied.
- 4 Furthermore, I am of the opinion that the VPA is generally consistent with, and generally protects, the Council's interests in relation to the subject-matter of the VPA in so far as the Council made its interests known to me in relation to the preparation and negotiation of the VPA.
- 5 Please do not hesitate to contact me if you have any questions in relation to the matters contained in this letter.

Yours Sincerely,

Megan Hawley
Partner

D: 02 8235 9703
M: 0433 766 644
E: megan.hawley@lindsaytaylorlawyers.com.au

lindsaytaylorlawyers
Level 9, Suite 3, 420 George Street, Sydney NSW 2000, Australia
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LTL Pty Ltd trading as Lindsay Taylor Lawyers • ABN 78 607 889 887

PD 3.1. PD410001 - Conferta Avenue, Tallawong Planning Proposal - amendment to Clause 5.1 and Land Reservation Acquisition Map

Director: Glennys James, Director Planning & Development
Responsible Manager: Chris Shannon, Manager Strategic Planning
File: F20/1362

Division is required

Previous item PD3.1 - PD400038

Topic Planning Proposal at 2-12 Conferta Avenue, Tallawong to remove Council as the acquisition authority for the land

Analysis The Planning Proposal will amend Clause 5.1 and the Land Reservation Acquisition Map in Appendix 6 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006 by removing Council as the acquisition authority for the land. The land is identified as public space on the Indicative Layout Plan for the Tallawong Station Precinct, but is not zoned for that purpose.

We have agreed with the landowner in principle that the future public space can remain in private ownership, with public access in perpetuity and the landowner being responsible for ongoing maintenance. Full public access will be secured by a Voluntary Planning Agreement between the landowner and Council. The size of the public space will not reduce.

Attachment/s 1. Report considered at Council's 9 December 2020 Ordinary Meeting [**PD410001.1** - 44 pages]

Report Recommendation Endorse the draft Planning Proposal at attachment 1 and forward it to the Department of Planning, Industry and Environment requesting a Gateway Determination to amend Clause 5.1 and the Land Reservation Acquisition Map in Appendix 6 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006 as described in PD400038.

Key reasons**1. Background**

- a. Council previously considered a report on this matter at its meeting of 9 December 2020 (PD400038) and resolved to defer the matter. The previous report and draft Planning Proposal are included at attachment 1 to this report.
- b. This report addresses the matters raised in discussion at the 9 December 2020 Ordinary Meeting.

2. Zoning and land reservation are not a direct match but can be compatible

- a. The land is zoned B4 Mixed Use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the Growth Centres SEPP) and is identified on the Land Reservation Acquisition (LRA) Map as to be acquired by Council.
- b. The land in question has been zoned B4 Mixed Use in recognition of the need for land use flexibility and function within a town centre, with its location directly adjacent to a new Metro train station. When the town centre was planned it was recognised that a town square was required at ground level, hence its identification on the LRA Map, and that flexibility needed to be retained for how the land is used above or below ground level, and within the public space. An alternative RE1 Public Recreation zoning would not have provided the ability to plan and design how land is used within a town centre location directly opposite a railway station, reducing potentially good and innovative design outcomes.
- c. A business zoning of land for public space purposes is unique to town centre environments. There are 2 public space areas in the town centre on the northern side of the Metro that are zoned B2 Local Centre, where Council is also identified as the acquisition authority on the LRA map. This is an identical situation to the subject open space on the southern side on the Metro on Conferta Avenue that is zoned B4 Mixed Use.

3. Parking

- a. Councillors raised concern at the Ordinary Meeting that the developer would introduce paid parking underneath the open space, which they could not do if the site was in Council ownership. The location of the site within a town centre, its close proximity to rail transport infrastructure and relationship with retail and commercial development mean that restrictive parking is appropriate. Without restrictive parking, it would effectively become unrestricted commuter car parking, preventing those who need to access the commercial and retail shops at Tallawong from having suitable parking. This is contrary to the public interest. In addition, the parking will also be utilised for the residential apartments on the adjoining site. Commuter parking would also bring a significant volume of vehicles to the entire area, thus increasing congestion and reducing amenity. Therefore, restricted parking at this site is on balance considered appropriate.
- b. There are other examples of parking being delivered beneath open space, including the Rouse Hill Town Centre and within Council's Warrick Lane development in the Blacktown CBD. Warrick Lane will have a carpark underneath the public space and adjoining commercial buildings. It is important to recognise that spaces within this carpark will be associated with commercial and retail occupiers, and that Council, should it wish to, could also sell, or enter a commercial arrangement with a private company to manage the carpark. Like the Warrick Lane development, the Planning Proposal at Conferta Avenue still delivers public space at ground level, albeit in a different ownership arrangement. The Conferta Avenue space is, however, on land owned by the developer and not by Council, and that this proposal allows for the early delivery of the public space asset for enduring community use.

4. The public space

- a. Councillors also raised concern that it would lose control of the space and therefore not be able to use it for other purposes, such as a library or other community opportunities. The public space is required to achieve the intent of the Indicative Layout Plan that was prepared for the Precinct – not being for normal open space or public recreation purposes. Further, given the shortfall of open space across the North West Growth Area (NWGA) and the site's town centre

location, future potential use of the site for activities other than as ground level public space is not desirable. Retaining the site as publicly accessible open space in private ownership achieves the needs of the community by providing an essential asset at an appropriate and planned location.

- b. Council's library strategy does not identify Tallawong as a location for a future library. Rather, the library strategy identifies a future need for new libraries at Marsden Park and Riverstone. Likewise, a site for a community facility has already been identified outside the town centre that services both the Tallawong and Riverstone communities. Accordingly, there are no plans or need for a community facility directly within the Tallawong Centre.

5. Benefits to Council

- a. There is a substantial cost saving should Council not acquire the land. Land zoned B4 within the Tallawong Centre and with a 26 m height limit was \$750 per square metre, equating to approximately \$2.66 million. However, accounting for current land value in 2021, the cost of land in this location is estimated at about \$1,000 per square metre, or up to \$3.5 million to acquire the land for public space purposes.
- b. In addition to acquisition costs, there are also savings on embellishment to deliver the open space. Section 7.11 Contributions Plan No. 22W - Rouse Hill (Works) identifies the site as Reserve Number 1072 and would include: "paved area, playground, pathway, fencing and landscaping works" which would have an estimated cost of \$2,186,000 to be delivered between 2030 and 2035. In addition to the financial saving, the open space is also delivered far earlier than would otherwise be possible if provided by Council. This ensures that the Tallawong community has access to a town square at the beginning of the centre's development, thus supporting its ongoing viability and as a destination to access commercial and retail uses. Cumulatively with land value, this represents a saving to Council of approximately \$5,686,000.
- c. There are also substantial maintenance cost savings to Council as there is no need to increase the maintenance budget to account for the additional maintenance of the public space. This reduces resourcing pressures on our maintenance teams.
- d. An additional potential benefit to Council is the removal of liability if an accident or injury occurs in the town square. The landowner in this instance would be responsible for incidents that occur in the park and any associated liability risk.

6. Good design benefits

- a. Retaining the public space in private ownership also creates improved design outcomes as the public space is provided in an integrated manner with the commercial, retail and residential buildings. This also ensures the delivery of the space far ahead of the scheduled 2030 – 2035 delivery time should Council be required to provide the space. Construction on the Tallawong Station Precinct South is anticipated to commence this year, pending determination of the State Significant Development Application by the NSW Government. If the developer did not provide the town square, the centre would suffer as there would be no meeting place or breakout place for future residents, thus potentially slowing down the establishment of Tallawong. It would also potentially lead to lost opportunities for buildings to address the space, creating future design and surveillance issues, along with a square with poor amenity and poorly resolved interfaces to surrounding development. Early delivery allows for a unified design response and may also stimulate other development opportunities in Tallawong, thus enhancing a sense of place, employment opportunities and housing diversity across

Blacktown City.

- b. Design of the space by the developer allows for the possibility of higher quality embellishment than is possible with the minimum contributions allowed by Council to be levied under Contributions Plan No. 22. Our City Architect's Office, Recreation Planning and Design, and Open Space Maintenance teams are involved in negotiating the design of the public space area, its embellishment and maintenance schedule, to ensure this meets or exceeds the standards applied to our own open space assets.
- c. The open space is also within a high-profile location within the town centre, directly opposite the Tallawong Metro Station and in between a shopping centre, commercial premises and residential apartments. The future Body Corporate owner of the land will have a vested interest in maintaining the open space to a high standard to attract customers, in addition to commercial tenants and residents attracted by the benefits of living directly within a town centre.
- d. Retaining the open space in private ownership also facilitates a better design for the basement carparking servicing the shopping centre and residential apartments, achieving a better outcome for the end users in terms of circulation and ease of access. Basement car parks would have been built regardless to service these developments, however, retention of the ground level space in private ownership enables the basement carpark to continue underneath the space instead of going around land not owned by the developer. The land identified for the space is zoned B4 Mixed Use, which permits car parks. Critically, this zoning was applied in recognition of the inherent flexibility that is required within a town centre location.

7. Securing public access and ongoing maintenance

- a. Protecting the space for public access and use in perpetuity is achieved by a Voluntary Planning Agreement (VPA) and associated Landscape Operation Maintenance Plan (LOMP). These documents are currently being negotiated with the site's developer, Deicorp, and will be reported to Council for resolution to proceed to public exhibition when prepared. This approach has been successfully applied within the Rouse Hill Town Centre, which has operated successfully in this way since its opening in the mid-2000s.
- b. Importantly, a VPA is prepared under the provisions of Part 7 of the Environmental Planning and Assessment Act 1979 (Act) and Part 4 of the Environmental Planning and Assessment Regulation 2000 (Regulation). This provides a legal framework for the VPA and requires, amongst other matters, the agreement to:
 - be registered to the land
 - have a mechanism to resolve disputes
 - include enforcement procedures in the event of a breach of the agreement.
- c. The draft VPA is still being negotiated, however there are several aspects, consistent with the aforementioned points, that are relevant to help understand how Council's interests will be safeguarded in perpetuity.
- d. The VPA and LOMP will be linked to the property title. Importantly, under the terms of the agreement, neither the VPA nor the LOMP can be removed from the property title unless Council agrees. The VPA will also include dispute resolution provisions that set the framework for working through and resolving any potential dispute. There will also be a mediation framework where an independent facilitator would help find resolution of the potential issue or issues if they arise. Council staff are currently negotiating with the proponent to ensure that the dispute resolution procedures are workable for both parties.

- e. Enforcement procedures are also currently under negotiation and staff will ensure that Council's fiscal interests are protected. It is noted that the enforcement procedures could include a bond or guarantee to cover any potential breach by the applicant, or other negotiated matters. It may also be possible to include within the VPA enforcement costs that the developer would be liable for if the agreement is breached. If included within a VPA, this could be drafted in such a way to protect Council against any fee resultant from Court action, as the developer will be required to pay any cost Council incurs. It may also be possible to negotiate with the developer for penalties to be paid to Council if the agreed maintenance standards are not achieved within the open space area. These, however, will be subject to negotiation with the developer.
- f. Implementing the obligations committed to by the developer in the VPA is the LOMP. This document provides the detailed maintenance regime and standards to ensure the open space is appropriately maintained in perpetuity. The standards within the LOMP will satisfy Council's minimum maintenance requirements. In other words, it will be of similar scope to maintenance plans Council applies to open space assets under its care and control.
- g. The LOMP is being negotiated concurrently with the VPA and will be reported to Council as a package. While the LOMP currently provides maintenance requirements and a schedule, it is possible that it could be improved by including a requirement that a Review Committee be formed. This would ensure that there is an ongoing and continued dialogue between the applicant and Council in perpetuity, and that both parties need to agree to any maintenance changes. This could also be included as a condition of the VPA.

End of report

PD3.1. PD400038 - Conferta Avenue, Tallawong Planning Proposal - amendment to Clause 5.1 and Land Reservation Acquisition Map

Director: Glennys James, Director Planning & Development
Responsible Manager: Chris Shannon, Manager Strategic Planning
File: F20/1362

Division is required

Previous item Not applicable

Topic Planning Proposal at 2-12 Conferta Avenue, Tallawong to amend Clause 5.1 and the Land Reservation Acquisition Map

Analysis The Planning Proposal will seek to amend Clause 5.1 and the Land Reservation Acquisition Map in Appendix 6 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006 by removing Council as the acquisition authority for the land. The land is identified as public open space on the Indicative Layout Plan for the Tallawong Station Precinct but it is not zoned for that purpose.

We have agreed with the landowner in principle that the future open space will remain in private ownership, with public access in perpetuity and the landowner being responsible for ongoing maintenance. Full public access will be secured by a Voluntary Planning Agreement between the landowner and Council. The size of the open space will not reduce.

Attachment/s

1. Relevant maps and Indicative Layout Plan [PD400038.1 - 3 pages]
2. Planning Proposal [PD400038.2 - 37 pages]

Report Recommendation Prepare and forward a Planning Proposal to the Department of Planning, Industry and Environment requesting a Gateway Determination to amend Clause 5.1 and the Land Reservation Acquisition Map in Appendix 6 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006 as described in this report.

Key reasons

1. Proposed amendment

- a. Blacktown City Council is the Proponent for this Planning Proposal.
- b. The Planning Proposal will seek to amend the Land Reservation Acquisition Map of the Growth Centres SEPP by removing the acquisition layer that applies to the site. Clause 5.1 of Appendix 6 of the Growth Centres SEPP will also be amended to remove Council as the relevant acquisition authority.

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- c. Council and the landowner have agreed in principle that the future open space will remain in private ownership, with public access in perpetuity and the landowner being responsible for ongoing maintenance. This arrangement has been proposed given the location of a retail basement carpark underneath the site of the publicly accessible open space. These arrangements will be the subject of a Voluntary Planning Agreement, to be resolved prior to the Planning Proposal being finalised.
- d. Although the land is shown on the Land Reservation Acquisition Map with Council as the acquisition authority, the land is not zoned for public open space purposes. It is zoned as B4 Mixed Use. This is an anomaly between the zoning and the acquisition responsibility.
- e. The Planning Proposal supports the objectives and priorities of the Greater Sydney Region Plan and the Central City District Plan, in particular the use of place-based planning to encourage healthy, socially connected communities located in walking distance of local infrastructure and services.

2. Development history

- a. In July 2018 Landcom lodged a State Significant Development Application (SSD-9063) with the Department of Planning, Industry and Environment (DPIE) on behalf of Sydney Metro for a concept approval for the Tallawong Station South Precinct for a mixed use development south of Tallawong Station.
- b. On 21 February 2019, DPIE approved the Concept Plan for the site, which guides the future development over the land. The Concept Plan approved open space in a different location to that identified on the Land Reservation Acquisition Map. The revised location proposed is appropriate and there is no reduction in the quantum of open space to be provided.
- c. In May 2020, a State Significant Development Application (SSD-10425) was submitted to DPIE by the site's developer. The development seeks to deliver the project known as the Tallawong Station Precinct South site and is currently under consideration. The developer and Council have had pre-application discussions to guide the Development Application. These discussions have resulted in the following outcomes:
 - i. pedestrian and shared cycle links throughout the site with easements on title to secure full and free public access
 - ii. a park to be retained in private ownership, with public access and use of the park secured on title
 - iii. a new pedestrian priority street connecting Themeda Avenue with Conferta Avenue, retained in private ownership with public access and use secured on title.
- d. A legal agreement is currently being prepared to secure the above outcomes for the benefit of the community.

Supporting analysis

1. In principle agreement regarding the planned open space

- a. Whilst under the approved Concept Plan the open space was intended to be dedicated to Council, the site's developer now proposes to retain the open space in private ownership. It would remain publicly accessible at all times. This would be similar to other public squares or plazas delivered in places such as the Rouse Hill Town Centre which are retained in private ownership, but publicly accessible at all

times for the benefit of the wider community.

- b. Negotiations between the landowner and Council have resulted in an in principle agreement that high quality, publicly accessible open space will be delivered, with all liabilities held by the landowner, to be facilitated by a Voluntray Planning Agreement which is being progressed with Deicorp. The following table summarises the in principle agreement.

In principle agreement	Comment
Minimum area of 3,411 sqm (in perpetuity).	The Development Application (DA) proposes a slightly larger park at 3,507 sqm. This is larger than the approximate 3,000 sqm land area identified on the Land Reservation Acquisition Map. Furthermore, the proposed open space is not partly located over a roadway, as is the land currently identified for acquisition. The proposal therefore delivers a slightly larger open space area than required by the Growth Centres SEPP and subsequent Concept Plan approval.
Publicly accessible at all times 24/7.	Though in private ownership, it operates as public open space due to it being accessible at all times. This would be similar to other squares delivered in places such as Rouse Hill Town Centre which are retained in private ownership, but publicly accessible at all times.
Connections to adjacent public land must be retained and maintained in perpetuity. Integrated signage is to be included, noting public access, private ownership and contact number for queries, complaints and maintenance enquiries.	The proposal will create generous options for through site links which are publicly accessible and maintained. This creates opportunities to support retail and commercial uses, in addition to providing safe pedestrian routes within areas of high surveillance.
The extent of maintenance responsibility must be clear and easily defined on the ground for maintenance crews. An operational maintenance plan is to be submitted for Council's approval, to ensure minimum standards of maintenance are met for all assets within the park.	Retaining the site in private ownership, whilst retaining complete public access, will result in a significant saving to Council.
Generous deep soil areas with a depth ranging from 1.5 m to 3.3 m to provide sufficient volume for trees and vegetation.	This has been negotiated with Council's landscape specialists and is considered satisfactory. Importantly, it will allow a range of trees to be planted, thus providing much needed canopy cover and addressing the urban heat island effect.
The open space area is not to be impeded by structures from any development that occurs below the ground level, except with Council's agreement.	This provision will maintain the integrity of the open space, with consent to be required from Council for any change.
A legal agreement is required to set	This provision will maintain the integrity of the

In principle agreement	Comment
restrictions on further development of the site, such as structures and development above ground level.	open space, with consent to be required from Council for any change.
The developer is not to receive a credit against Section 7.11 contributions for the land value of the area or the cost of its embellishment.	This ensures that development contributions will be received for the development, without any discount.

Context

1. Site context

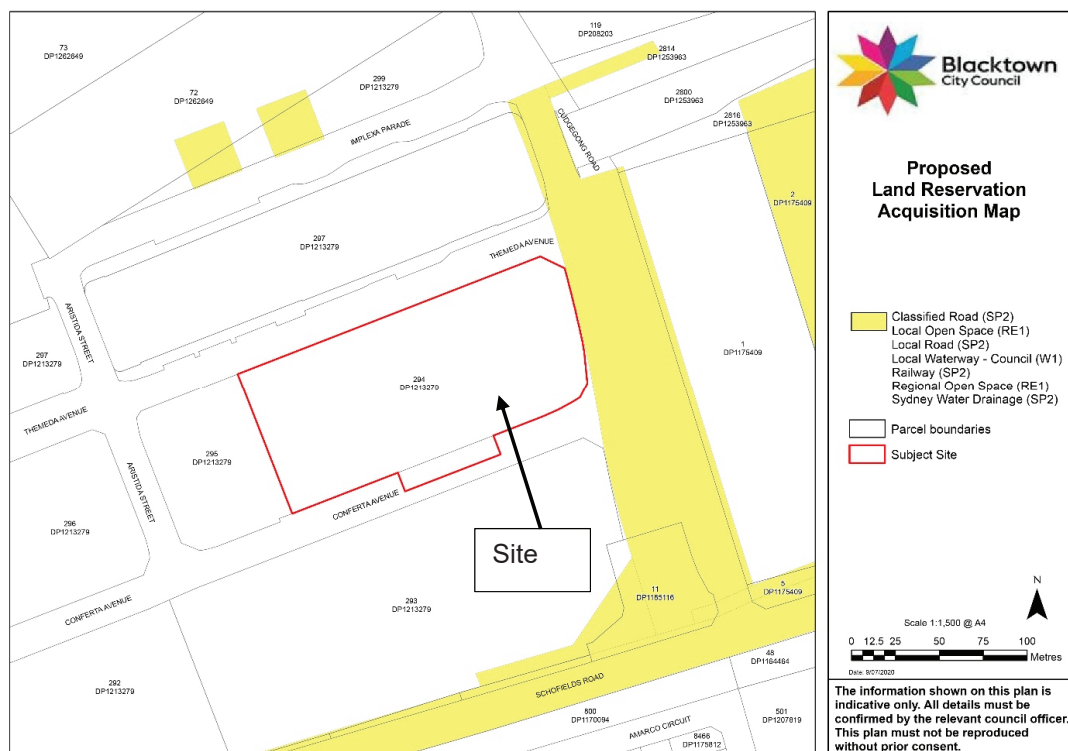
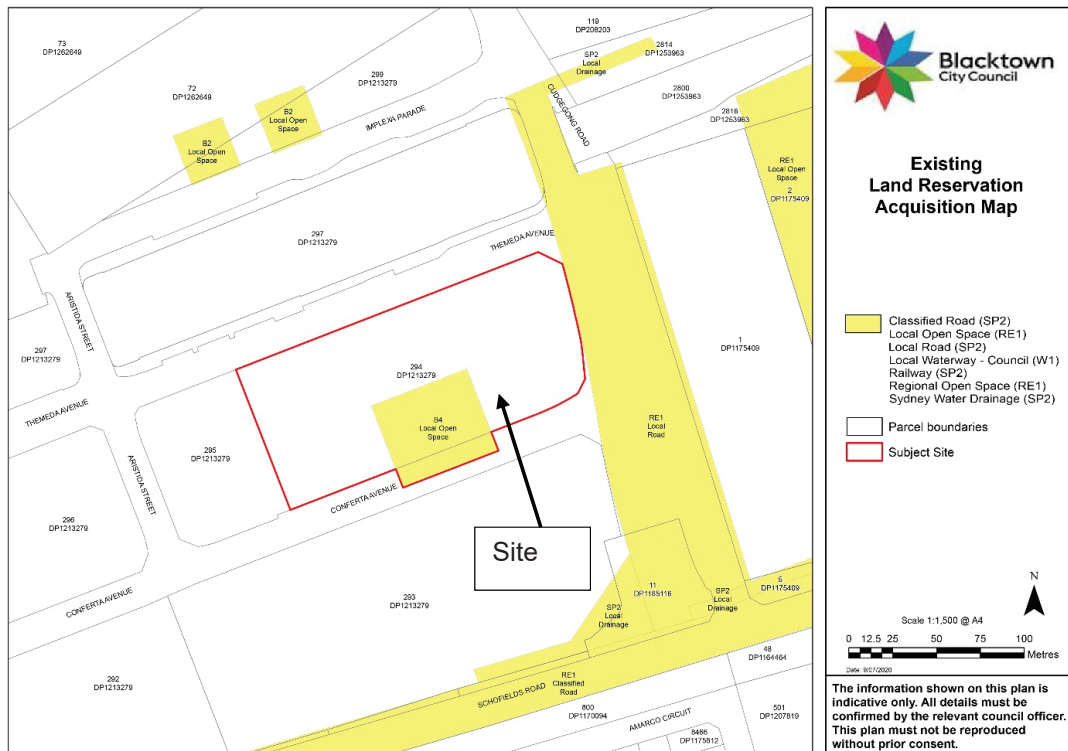
- a. The Planning Proposal relates to 2-12 Conferta Avenue, Tallawong (Lot 294 DP 1213279).
- b. The site is zoned B4 Mixed Use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (Growth Centres SEPP). It is located within the Tallawong Station Precinct (former Area 20 Precinct) of the North West Growth Area.
- c. The site is immediately adjacent to Tallawong Metro Station, on the south side of the station. Part of the site is currently in use as a pop-up park.
- d. The Blacktown City Council Growth Centre Precincts Development Control Plan Schedule 4 – Area 20 (Cudgegong Road) Precinct, Figure 2-1 Precinct Indicative Layout Plan (ILP) identifies part of the site as a park.
- e. The part of the site which is identified on the ILP as the location of the park is identified on the Land Reservation Acquisition Map for future acquisition as Local Open Space. The acquisition authority is Blacktown City Council. The Concept Plan approved by the State Government shows the open space in a different location and configuration to that which is shown on the ILP and Land Reservation Acquisition Map, and is slightly larger by approximately 500 sqm.

2. Blacktown Local Planning Panel advice

- a. The Planning Proposal was forwarded to the Blacktown Local Planning Panel for its consideration at its meeting of 13 November 2020. The Panel supported the recommendation to commence the Planning Proposal process.

End of report

Existing and proposed land reservation acquisition map



2 December 2020 - Planning, Development, Historical & Assets Committee Meeting

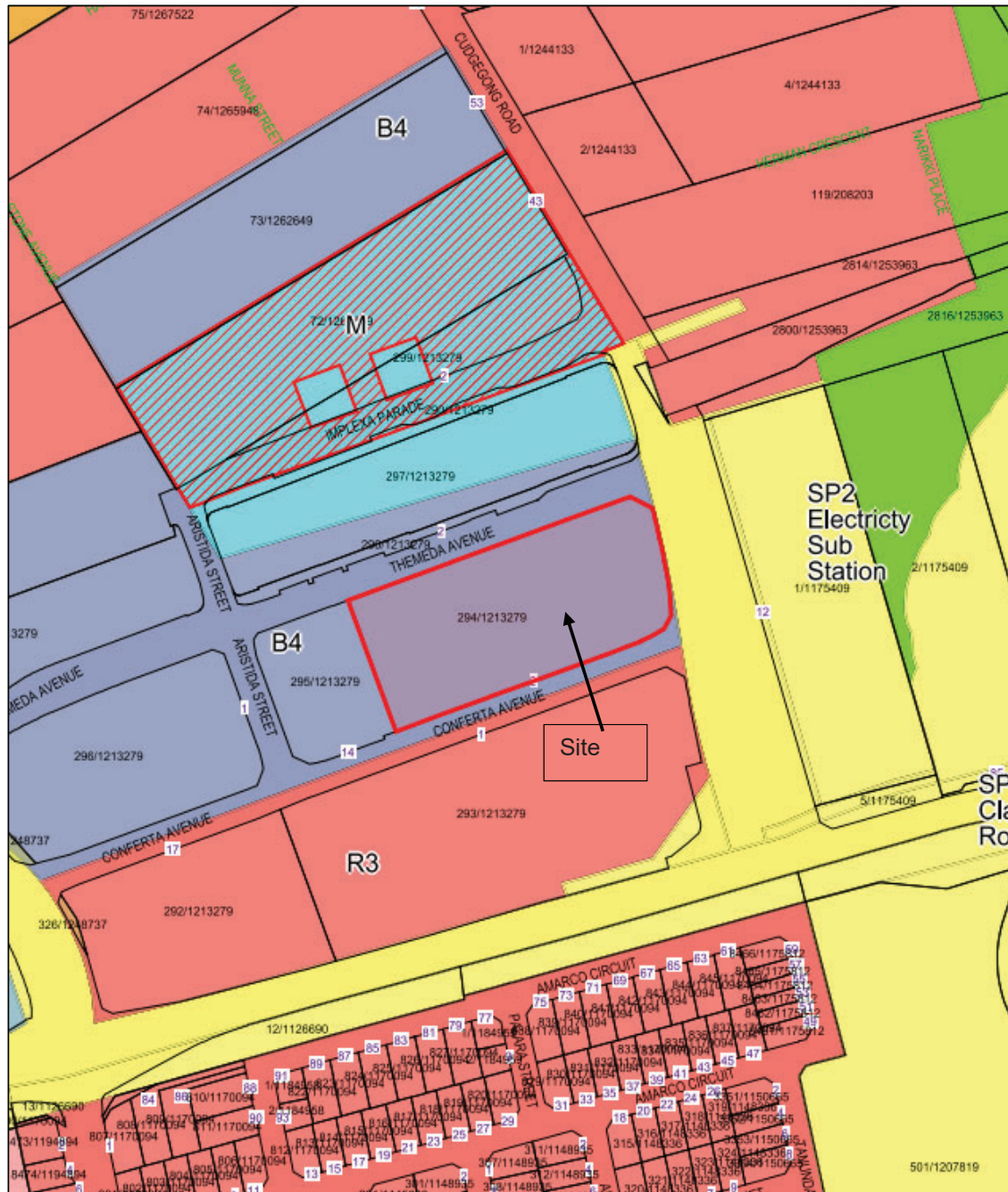
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10 February 2021 - Planning, Development, Historical & Assets Committee Meeting

17 March 2021 - Policy & Strategy Committee Meeting

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Zoning map



2 December 2020 - Planning, Development, Historical & Assets
Committee Meeting

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10 February 2021 - Planning, Development, Historical & Assets
Committee Meeting

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2 December 2020 - Planning, Development, Historical & Assets Committee Meeting

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10 February 2021 - Planning, Development, Historical & Assets
 17 March 2021 - Policy & Strategy Committee Meeting

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Planning Proposal

**Amendment to State Environmental Planning Policy (Sydney Region Growth Centres)
2006, 2-12 Conferta Avenue, Rouse Hill**

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Attachments

Attachment 1:	Consistency with Greater Sydney Region Plan, Central City Plan, Blacktown Community Strategic Plan and Blacktown LSPS
Attachment 2:	Consistency with Applicable SEPPs and REPs
Attachment 3:	Consistency with Relevant Section 9.1 Directions by the Minister
Attachment 4:	Existing and Proposed Map Amendments

Part 1 – Objectives or intended outcomes

1.1 Introduction

This Planning Proposal relates to part of Conferta Avenue, Rouse Hill and land described as Lot 294 DP 1213279, known as No.2-12 Conferta Avenue, Rouse Hill (the site). The Planning Proposal has been prepared by Blacktown City Council (Council).

The purpose of the Planning Proposal is to remove the portion of the site identified on the Land Reservation Acquisition Map for future open space under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (Growth Centres SEPP). Council and the landowner have agreed in-principle for the open space to remain in private ownership, with a positive covenant on title securing full public access, with maintenance the responsibility of landowners.

The Planning Proposal has been prepared having regard to the 'Guide to Preparing Planning Proposals' and addresses all relevant strategic plans, directions and considerations. There are no proposed changes to the Growth Centres DCP.

1.2 Applicable land

This Planning Proposal is located with the Tallawong Station Precinct (Figure 1) of the Growth Centres SEPP and relates to part of Conferta Avenue and to land legally described as Lot 294 DP 1213279, known as 2-12 Conferta Avenue, Rouse Hill (Figure 2).

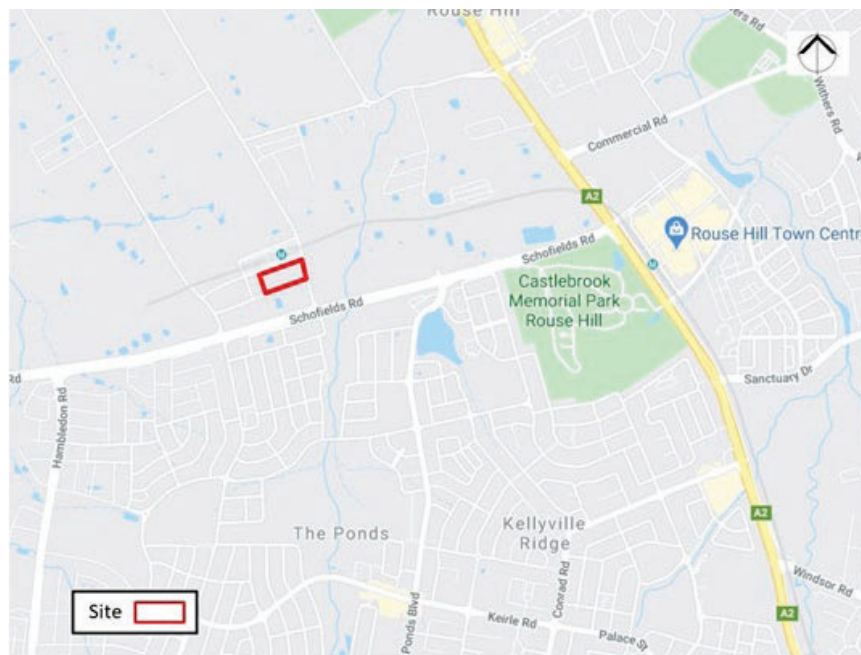


Figure 1: The site is located within Area 20 and is within the Tallawong Station Precinct. Change Plan to shown Area 20 Precinct Boundary

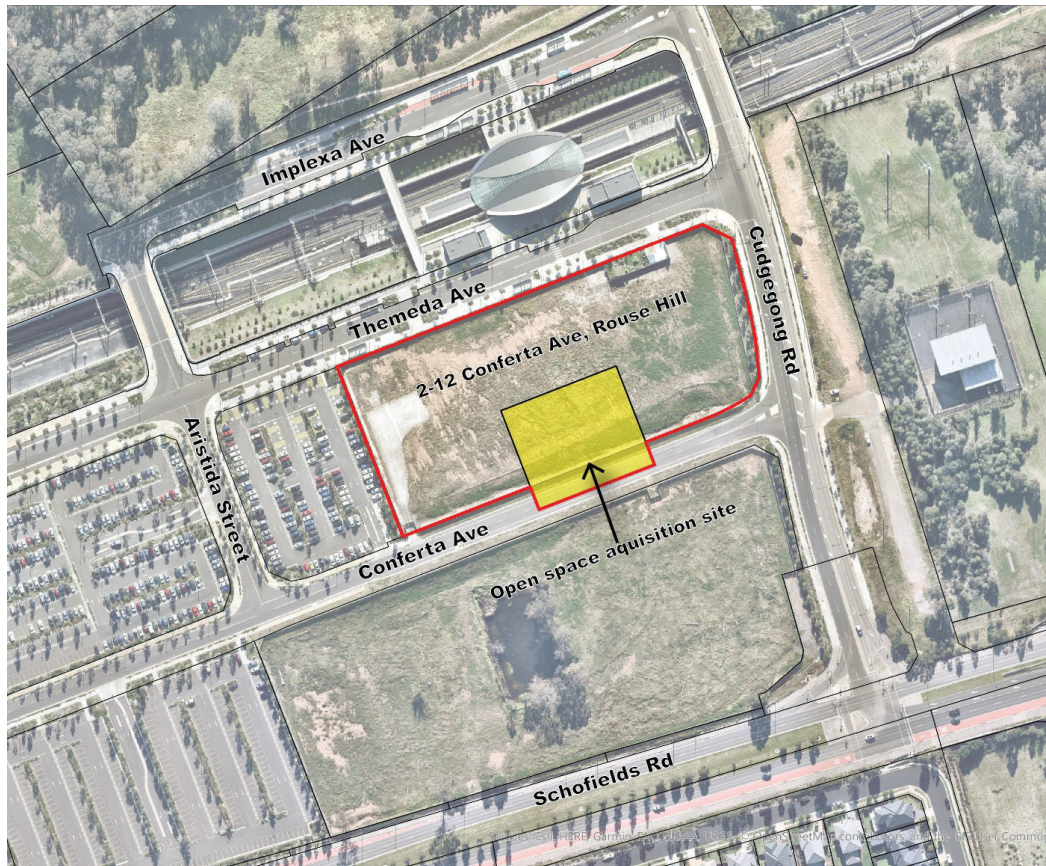


Figure 2: Subject site is edged in red outline. The open space acquisition area is coloured yellow and edged in black outline.

The site is located within the future Tallawong Station local centre and is bound by Cudgegong Road to the east, Themeda Avenue to the north, Conferta Avenue to the south and an at-grade commuter car park to the west. The site is currently vacant, is sparsely covered with grass and rises from Conferta Avenue to the north and north west towards Themeda Avenue. A temporary pocket park is located on the northern boundary of the site with frontage to Themeda Avenue and is directly adjacent to the Tallawong Metro Station. Temporary fencing secures the site on all boundaries.

Immediately to the north of the site is the Tallawong Metro Station, accessible from Themeda Avenue. A large amount of temporary commuter car parking is located to the west and south west of the site. These sites will in the future transition into uses more suitable for a town centre. No.1-15 Conferta Avenue is located to the south of the subject site (on the opposite side of Conferta Avenue) and is an additional stage of the Tallawong Station South Precinct development project. Further to the south is Schofields Road, beyond which is The Ponds housing estate which is predominantly low density detached housing.

1.3 Blacktown Local Planning Panel

The Planning Proposal was referred to the Blacktown Local Planning Panel for advice. At this meeting the Local Planning Panel advised the following:

The Panel considered the assessment report on the matter and the material presented at the Panel meeting and supports the recommendation to progress the Planning Proposal for Gateway Determination.

The Panel provided the following advice for the Planning Proposal described above:

- *The Proposal has strategic and site specific merit in regard to the natural environment, existing uses and likely future uses on and surrounding the site, and existing and required services and infrastructure*
- *Council and the landowner have agreed in principle that the future open space will remain in private ownership, with public access in perpetuity and the landowner being responsible for ongoing maintenance. This arrangement has been proposed given the location of a retail basement carpark underneath the site of the publicly accessible open space. These arrangements will be the subject of a Voluntary Planning Agreement*
- *The Planning Proposal supports the objectives and priorities of the Greater Sydney Region Plan and the Central City District Plan, in particular the use of place-based planning to encourage healthy, socially connected communities located in walking distance of local infrastructure and services*
- *The panel recommends that the VPA be exhibited at the same time as this planning proposal to ensure certainty*

1.4 Current planning controls

The site is located within Appendix 6 Area 20 Precinct Plan of the Growth Centres SEPP and is zoned B4 Mixed Use (Figure 3). The existing and proposed land acquisition requirements for the site are shown in Figure 4 at section 2.1, below.

No amendments to the Growth Centres DCP are necessary.

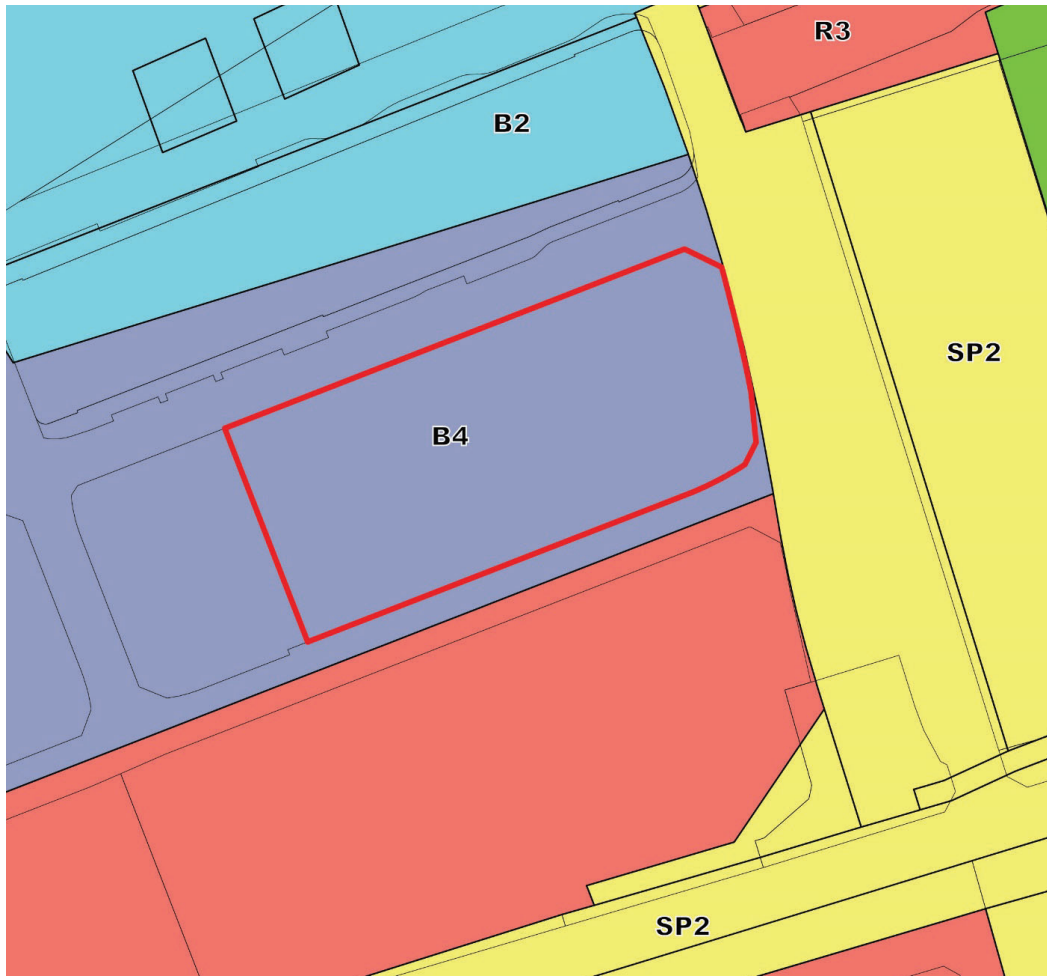


Figure 3: Existing Land zoning of 2-12 Conferta Avenue and surrounding land. There will be no change to land zones as a result of this Planning Proposal

1.5 Objectives and intended outcomes

The objective of the Planning Proposal is to amend the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* Clause 5.1 Relevant acquisition authority and Land Reservation Acquisition Map - Sheet LRA_009 by removing the acquisition requirement. Public access to the open space will be secured by legal agreement between the land owner and council.

The intended outcomes of the Planning Proposal are:

- to facilitate the retention of the park as proposed in private ownership, with 24/7 public access via an agreed legal agreement with Council
- to facilitate privately funded maintenance of the park in perpetuity.

Part 2 – Explanation of provisions

2.1 Amendments to Appendix 6 Area 20 Precinct Plan of the Growth Centres SEPP

This Planning Proposal seeks to amend the land use planning controls applying to the Tallawong Station Precinct (Area 20 Precinct) which forms part of the North West Growth Area (NWGA). The intended outcomes and objectives of this Planning Proposal can be achieved by amending the following amendments:

1. Clause 5.1 Relevant acquisition authority – amend the table at subclause 2 to remove reference to 'Zone B4 Mixed Use and marked "Local Open Space"' and remove Council as the relevant acquisition authority
2. North West Growth Centre - Land Reservation Acquisition Map (Sheet 009)

The land currently identified for acquisition within the B4 zone at 2-12 Conferta Avenue will not be required for acquisition. This future open space will be delivered by an agreement on title negotiated between the landowner and Council.

There are no changes required to land use zone or other mapped controls within the Growth Centres SEPP.

The proposed changes to the Land Reservation Acquisition Map are shown in Figure 4.

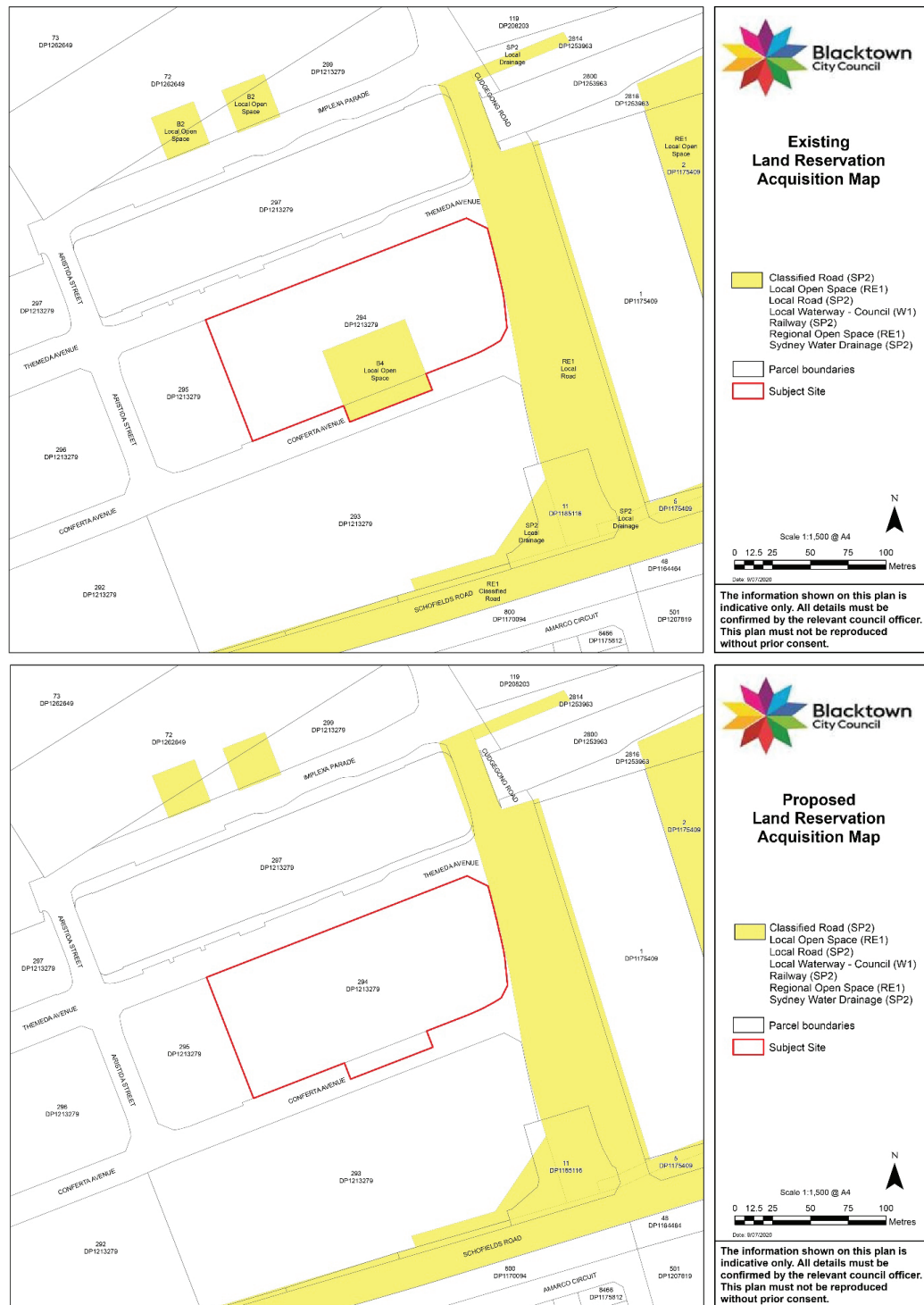


Figure 4: Existing and proposed land reservation and acquisition

Part 3 – Justification

3.1 Section A – Need for the Planning Proposal

3.1.1 Is the Planning Proposal a result of any strategic study or report?

The Planning Proposal is not the result of any strategic study or report. Rather it is the outcome of a State Significant Development which approved a Concept Plan over the site, and the sites developer is now proposing to retain the open space in private ownership.

1. Concept Plan (SSD 9063)

In July 2018 Landcom lodged an application with the Department of Planning, Industry and Environment on behalf of Sydney Metro for a Concept Development Application (SSD 9063) for the Tallawong Station South Precinct for a mixed-use development south of Tallawong Station, comprising the following:

- a public park with an area of approximately 3,411 m²
- 16 buildings envelopes of varying heights and to a maximum of eight storeys
- maximum gross floor area of all buildings on site of 93,393 m²
- up to 1,100 dwellings
- approximately 9,000 m² GFA of commercial, retail and community uses
- a minimum 5% Affordable Housing
- allocation of car parking and bicycle parking rates, and
- establishment of a street pattern and landscaping of the public and private domain

On 21 February 2019 the DPIE approved the Concept Plan for the site which guides the future development outcomes. Importantly, any future development must be consistent with the approved concept plan for the site. While the concept plan does deliver open space on the site, it is not in the location identified on the Land Reservation Acquisition Map (see Figure 5).

Following approval of the Concept Plan, Landcom sought potential development partners to deliver the project. A competitive tender process involving a shortlist of developers resulted in Deicorp being awarded the contract due to deliver the sites development, in accordance with the approved Concept Plan.

2. Stage 2 – Detailed Development Application (SSD 10425)

In May 2020, a State Significant Development application was submitted to the DPIE by the site developer. The development seeks to deliver the project known as the Tallawong Station Precinct South site.

The proposal seeks approval for a staged development of the site that delivers:

- a publicly accessible park with an area of approximately 3,507 m² and western adjacent private street
- 17 buildings of between 2 and 8 eight storeys
- 93,393 square metres of gross floor area
- 987 dwellings comprised of 252 x 1 bedroom (26%), 682 x 2 bedroom (69%) and 53 x 3 bedroom (5%)
- 9,000 m² of commercial and retail uses

- basement car parking for 1,368 cars comprising 1,040 residential spaces, 28 residential visitor spaces, and 300 non-residential spaces
- Minimum 5% Affordable Housing
- New public street and pedestrian connection in site 2
- New private street in site 1, and
- Landscaping of the site for public and private domain

The park is the focal point for the future town centre, with its design focusing on engaging with all users. This outcome will be facilitated by creating active and passive recreation spaces within a flexible and adaptable environment, along with an attractive interface to the abutting commercial and retail uses. Specific features of the proposed open space include:

- a 'Village Green' at the northern end
- a 'Playspace' at the southern end
- a variety of outdoor furniture and hardscape and softscape elements, and
- a flexible design that is adaptable and allows a range of community activities and events to be held.

The proposed open space, forming part of the SSD is shown in Figure 5.



Figure 5: Open space and public domain concept plan for the site.

Proposed delivery of Open Space

Whilst under the approved Concept Plan the open space was intended to be dedicated to Council, the site's developer now proposes to retain the open space in private ownership. It would remain publicly accessible at all times. This would be similar to other squares delivered in places such as the Rouse Hill Town Centre which are retained in private ownership, but publicly accessible at all times for the benefit of the wider community.

Negotiations between the landowner and Council has resulted in an in-principle agreement that high quality publicly accessible open space will be delivered, with all liabilities held by the landowner and to be facilitated by a VPA. The quantity of proposed open space is not reduced. The following table summarises the in-principle agreement with comment.

In Principle Agreement	Comment
Minimum Area of 3,411 m ² (in perpetuity)	<p>The applicant's development application proposes a slightly larger park at 3,507 m².</p> <p>This is larger than the approximate 3,000 m² land area identified on the Land Acquisition Map. Furthermore, the proposed open space is not partly located over a roadway, as is the land currently identified for acquisition.</p> <p>The proposal therefore delivers a slightly larger open space area than required by the Growth Centres SEPP and subsequent Concept Plan approval.</p>
Publicly accessible at all times 24/7	<p>Though in private ownership, it operates as public open space due to it being accessible at all times.</p> <p>This would be similar to other squares delivered in places such as the Rouse Hill Town Centre which are retained in private ownership, but publicly accessible at all times.</p>
<p>Connections to adjacent public land must be retained and maintained in perpetuity.</p> <p>Integrated signage is to be included, noting public access, private ownership and contact number for queries, complaints and maintenance enquiries.</p>	<p>The proposal will create generous options for through site links which are publicly accessible and maintained. This creates opportunities to support retail and commercial uses, in addition to providing safe pedestrian routes within areas of high surveillance.</p>
The extent of maintenance responsibility must be clear and easily defined on the ground for maintenance crews.	<p>Retaining the site in private ownership, whilst retaining complete public access will result in a significant savings to Council.</p>

An operational maintenance plan is to be submitted for Council's approval, to ensure minimum standards of maintenance are met for all assets within the park.	
Generous deep soil areas with a depth ranging from 1.5 metres to 3.26 metres to provide sufficient volume for trees and vegetation.	This has been negotiated with Council's landscape specialists and is considered satisfactory. Importantly, it will allow a range of trees to be planted, thus providing much needed canopy cover and addressing the urban heat island effect.
The open space area is not to be impeded by structures from any development that occurs below the ground level, except with Council's agreement.	This provision will maintain the integrity of the open space, with consent required from Council for any change.
A legal agreement is required to set restrictions on further development of the subject land, such as structures and development above ground level.	This provision will maintain the integrity of the open space, with consent required from Council for any change.
The developer is not to receive a credit against section 7.11 contributions for the land value of the area or the cost of its embellishment	This ensures that development contributions will be received for the development, without any discount.

3.1.2 Is the Planning Proposal the best means of achieving the objectives or intended outcomes, or is there a better way?

Yes. The Planning Proposal is the best means of achieving the objectives and intended outcomes for the site in a manner which reflects the in-principle agreement between Blacktown City Council and the landowner.

Importantly, the original intent for open space in this location will be realised, with it now being delivered privately and maintained privately in perpetuity, with full public access and use rights. The quantity of open space provided will not be reduced.

3.2 Section B – Relationship to strategic planning framework

3.2.1 Is the Planning Proposal consistent with the objectives and actions contained within the applicable regional or district plan or strategy (including the Greater Sydney Region Plan)?

1. Greater Sydney Region Plan

The Greater Sydney Region Plan outlines how Greater Sydney will manage growth and change and guide infrastructure delivery. It sets a 40-year vision and strategy for Greater Sydney, to be implemented at a local level through District Plans. The vision is underpinned by the organisation of Sydney into a metropolis of three cities being the Western Parkland City west of the M7, a Central River City with Greater Parramatta at its heart and an Eastern Harbour City.

More specifically the Tallawong Station area is identified in the Plan as a transit-oriented development and it is consistent with the key directions, objectives and strategies outlined within the Region Plan. In particular it provides for the supply of approximately 987 new dwellings in the Tallawong Station Precinct immediately adjacent to the Tallawong metro station. The proposal will therefore:

- deliver housing, jobs, services and open space at a highly accessible location,
- contribute to the goal of achieving a 30-minute city, and
- optimising infrastructure use.

Attachment 1 describes how the proposal is consistent with the Greater Sydney Region Plan.

2. Central City District Plan

District Plans align with the Greater Sydney Region Plan and provide a 20-year framework to manage growth and achieve the plans long term vision, while enhancing Greater Sydney's liveability, productivity and sustainability into the future. They are a guide for implementing the Greater Sydney Region Plan at a District level and a bridge between regional and local planning. The Tallawong Station Precinct, which includes the subject site, is located within the Central City District.

Consistent with the Greater Sydney Region Plan, the Central City District Plan identifies the Cudgegong area (now known as Tallawong Station) as a transit-oriented development located adjacent to the metro line and in close proximity to the Rouse Hill Strategic Centre.

The proposal is consistent with the relevant key priorities of the Central City District Plan as it:

- will provide new development supported by infrastructure;
- increases the supply and choice of housing in the area;
- increase the supply of employment floor space in the area; and
- proposes new green open space for the community to enjoy.

Consistency with the themes, priorities and actions of the Central City District Plan are discussed in Attachment 1.

3. Area 20 Precinct Plan (now known as Tallawong Station)

The Tallawong Station Precinct Plan was published in June 2015. Along with planning provisions within the Growth Centres SEPP, detailed controls for the precinct are found within the Blacktown Growth Centres Precincts DCP. Held in the DCP is the Indicative Layout Plan which sets the broad parameters and overarching vision for the Precinct. Specifically, new development within the precinct needs to be generally in accordance with the indicative location and hierarchy of roads, housing densities, infrastructure, open space and community facilities and services, as shown on the ILP.

The Planning Proposal remains consistent with the ILP as the open space envisioned for this area will be delivered, albeit in a manner different to originally intended. A publicly accessible open space area of approximately 3,500 m² in size will be delivered, providing a town square and focal point for the community at Tallawong Station. The Planning Proposal therefore remains consistent with the intent of the Precinct Plan and ILP.

3.2.2 Is the Planning Proposal consistent with Council's local strategy or other local strategic plan?

1. Our Blacktown 2036 - Community Strategic Plan (CSP)

Our Blacktown 2036 identifies the main priorities of the local community and aspirations for the City to 2036. Its directions and objectives are based on principles of sustainability and social equity and includes transformational projects to ensure the vision is delivered. The Planning Proposal remains consistent with the strategic directions of Our Blacktown 2036.

2. Blacktown Local Strategic Planning Statement 2020

On 25 March 2020, Council adopted The Blacktown Local Strategic Planning Statement 2020 (LSPS) which establishes how future growth and change will be managed throughout the City. Specifically, the LSPS:

- sets a 20-year land use vision and structure plan for the entire local government area;
- identifies the characteristics that make the Blacktown City community unique;
- directs how future growth and change will be managed across the local government area;
- informs changes to the *Blacktown Local Environmental Plan 2015* and Development Control Plan 2015 and to other plans that affect our City; and
- identifies where further detailed strategic planning may be needed.

To achieve the above objectives, the LSPS includes priorities and actions to support the vision for our City and to guide development, balancing the need for housing, jobs and services with the natural environment. The vision of the LSPS has been built within the framework established under the Blacktown Community Strategic Plan and Our Blacktown 2036 and gives effect to the NSW Government's Greater Sydney Region Plan and Central District Plan.

The Local Planning Priorities and Actions relevant to this Planning Proposal are discussed in Attachment 1.

North West Growth Area - revised growth forecasts and analysis of unplanned infrastructure needs

The 'North West Growth Area - revised growth forecasts and analysis of unplanned infrastructure needs' study was prepared by Council to identify the shortfall of infrastructure within the NWGA. This study amongst other matters, identified an overall shortfall of open space of approximately 300 ha in the NWGA and potential strategies to meet this unplanned demand.

The planning proposal slightly increases the provision of open space in Area 20 by approximately 500 m². As the open space will be delivered on site (approximately 3,500 m²) by legal agreement by the landowner and Council, the Planning Proposal is consistent with the objectives of the aforementioned study.

3. Consistency with Land Use and Infrastructure Implementation Plan and associated SEPP amendments North West Priority Growth Centres

The proposed amendment to the Growth Centres SEPP will have no significant impact to land or planning within the Tallawong Station Precinct of the NWGA. Development of the site, including the provision of open space is guided by an approved Concept Plan by DPIE.

3.2.3 Is the Planning Proposal consistent with applicable State Environmental Planning Policies?

A review of the State Environmental Planning Policies (SEPPs) has been undertaken and the consistency of the Planning Proposal with the applicable SEPPs is summarised in Attachment 2. This Planning Proposal does not contain provisions that will contradict or would hinder the application of these SEPPs.

3.2.4 Is the Planning Proposal consistent with applicable Ministerial Directions (s.9.1 Directions by the Minister)?

The Section 9.1 Ministerial Directions provide local planning direction for Planning Proposals. The proposed amendment is generally consistent with the relevant Ministerial Directions. Consistency with Ministerial Directions is demonstrated in Attachment 3.

3.3 Section C – Environmental, Social and Economic Impacts**3.3.1 Is there any likelihood that critical habitat or threatened species, populations or ecological communities, or their habitats, will be adversely affected as a result of the proposal?**

The Planning Proposal will not adversely impact any critical habitat, threatened species, populations or ecological communities, or their habitats.

3.3.2 Are there any other likely environmental effects as a result of the Planning Proposal and how are they proposed to be managed?

There are no negative environmental effects which would arise as a result of the Planning Proposal.

3.3.3 How has the Planning Proposal adequately addressed any social and economic effects?

The Planning Proposal has no expected negative social effects. A legal agreement between the land owner and Council will ensure that the park remains wholly publicly accessible and will be maintained to a high standard.

Section D – State and Commonwealth interests

3.4.1 Is there adequate public infrastructure for the Planning Proposal?

Open Space on the site is a requirement of an approved Concept Plan by the DPIE, which is consistent with the ILP. Open space will therefore be delivered as intended, though via a different mechanism.

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

It is not considered necessary for the proposal to be referred to State and Commonwealth authorities at this stage.

Formal consultation with the relevant State and Commonwealth public authorities can be undertaken in conjunction with the exhibition of the Planning Proposal following the Gateway Determination. Consultation with relevant State and Commonwealth public authorities will be undertaken as directed by the Gateway Determination.

Part 4 – Mapping

The Planning Proposal will require the amendment of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 Land Reservation Acquisition Map - Sheet LRA_009 by removing the yellow colouring and Local Open Space notation from the subject property.

The Planning Proposal is accompanied by the following relevant maps:

- Existing Land Reservation Acquisition Map
- Proposed Land Reservation Acquisition Map

The map sheet reference number under the Growth Centres SEPP is 009.

These maps are compiled as Attachment 4 to this Planning Proposal.

Part 5 – Community consultation

The Gateway Determination will stipulate the nature and extent of required community consultation in accordance with the document 'A guide to preparing local environmental plans'.

The timeframe for public exhibition will be guided by the Gateway Determination.

Public consultation will take place in accordance with the Gateway Determination made by the Minister in accordance with Sections 3.34 of the *Environmental Planning & Assessment Act 1979*.

Part 6 – Timeline

An indicative timeline is identified below for this Planning Proposal.

Stage	Estimated Date
Resolution to prepare	December 2020
Gateway Determination	February 2021
Public exhibition	March 2021
Consider submissions	April / May 2021
Council resolution to adopt	June 2021
Forward Planning Proposal to Department of Planning, Industry and Environment for the Minister to make the plan	July / August 2021

Consistency with Greater Sydney Region Plan, Central City District Plan, Blacktown Community Strategic Plan and Blacktown Local Strategic Planning Statement

A. Greater Sydney Region Plan – A Metropolis of 3 Cities

Direction	Objective	Does this objective apply to the Planning Proposal	How does this Planning Proposal implement the Direction and Objective?
Infrastructure and Collaboration			
A city supported by infrastructure	Objective 1: Infrastructure supports the 3 cities	Yes	The proposal is guided by an approved SSD concept plan and capitalises on its location adjacent to the Tallawong Metro Station
	Objective 2: Infrastructure aligns with forecast growth – growth infrastructure compact	Not relevant	The proposal is guided by an approved SSD concept plan and capitalises on its location adjacent to the Tallawong Metro Station
	Objective 3: Infrastructure adapts to meet future needs	Not relevant	
	Objective 4: Infrastructure use is optimised	Not relevant	
A collaborative city	Objective 5: Benefits of growth realised by collaboration of governments, community and business	Not relevant	Not relevant
Liveability			
A city for people A city of great places	Objective 6: Services and infrastructure meet communities' changing needs	Yes	The proposal will deliver open space within a town centre at Tallawong, providing active and passive recreation enjoyment opportunities.
	Objective 7: Communities are healthy, resilient and socially connected	Not relevant	Not relevant
	Objective 9: Greater Sydney celebrates the arts and	Not relevant	

	supports creative industries and innovation		
	Objective 10: Greater housing supply	Not relevant	
	Objective 11: Housing is more diverse and affordable	Not relevant	
	Objective 12: Great places that bring people together	Not relevant	
	Objective 13: Environmental heritage is identified, conserved and enhanced	Not relevant	
Productivity			
A well-connected city	Objective 14: A Metropolis of 3 Cities – integrated land use and transport creates walkable and 30- minute cities	Not relevant	The land is currently zoned B4 Mixed Use and therefore supports the 30-minute city ideal
	Objective 15: The Eastern, GOP and Western Economic Corridors are better connected and more competitive	Not relevant	Not relevant
	Objective 16: Freight and logistics network is competitive and efficient	Not relevant	Not relevant
	Objective 17: Regional connectivity is enhanced	Not relevant	Not relevant
Jobs and skills for the city	Objective 18: Harbour CBD is stronger and more competitive	Not relevant	Not relevant
	Objective 19: Greater Parramatta is stronger and better connected	Not relevant	Not relevant
	Objective 20: Western Sydney Airport and Badgerys Creek Aerotropolis are economic catalysts for Western Parkland City	Not relevant	Not relevant

	Objective 21: Internationally competitive health, education, research and innovation precincts	Not relevant	Not relevant
	Objective 22: Investment and business activity in centres	Not relevant	Not relevant
	Objective 23: Industrial and urban services land is planned, retained and managed	Not relevant	Not relevant
	Objective 24: Economic sectors are targeted for success	Not relevant	Not relevant
Sustainability			
A city in its landscape	Objective 25: The coast and waterways are protected and healthier	Not relevant	Not relevant
	Objective 26: A cool and green parkland city in the South Creek corridor	Not relevant	Not relevant.
	Objective 27: Biodiversity is protected, urban bushland and remnant vegetation is enhanced	Not relevant	Not relevant.
	Objective 28: Scenic and cultural landscapes are protected	Not relevant.	Not relevant.
	Objective 29: Environmental, social and economic values in rural areas are protected and enhanced	Not relevant	Not relevant.
	Objective 30: Urban tree canopy cover is increased	Yes	The proposal makes a significant contribution to canopy cover through the provision of extensive deep soil areas, as well as green roofs.
	Objective 31:	Yes	Not relevant.

	Public open space is accessible, protected and enhanced		The agreement being negotiated between Council and the landowner will increase the provision of open space from 3,000 sqm to approximately 3,500 sqm.
	Objective 32: The Green Grid links parks, open spaces, bushland and walking and cycling paths	Not relevant	Not relevant.
An efficient city	Objective 33: A low-carbon city contributes to net-zero emissions by 2050 and mitigates climate change	Not relevant	The parks design will contribute to mitigating the impacts of climate change
	Objective 34: Energy and water flows are captured, used and re-used	Not relevant	The proposal does not prevent the implementation of these objectives in a development proposal.
	Objective 35: More waste is re-used and recycled to support the development of a circular economy	Not relevant	Not relevant
A resilient city	Objective 36: People and places adapt to climate change and future shocks and stresses	Not relevant	Not relevant.
	Objective 37: Exposure to natural and urban hazards is reduced	Not relevant	The proposal does not prevent the implementation of these objectives in a development proposal.
	Objective 38: Heatwaves and extreme heat are managed	Not relevant	
Implementation			
Implementation	Objective 39: A collaborative approach to city planning	Not relevant	Not relevant.
	Objective 40: Plans refined by monitoring and reporting	Not relevant	Not relevant.

B. Central City District Plan

Planning Priorities	Does this priority apply to the Planning Proposal	How does this Planning Proposal implement the Planning Priority and Action
Infrastructure and Collaboration		
C 1: Planning for a city supported by Infrastructure	Yes	The proposal will deliver open space within a town centre at Tallawong, providing active and passive recreation enjoyment opportunities
C 2: Working through collaboration	Not relevant	Not Relevant
Liveability		
C 3: Providing services and social infrastructure to meet people's changing needs	Not relevant	The proposal will deliver open space within a town centre at Tallawong, providing active and passive recreation enjoyment opportunities
C 4: Fostering healthy, creative, culturally rich and socially connected communities	Not relevant	
C 5: Providing housing supply, choice and affordability, with access to jobs, services and public transport	Not relevant	
C 6: Creating and renewing great places and local centres, and respecting heritage the District's heritage	Not relevant	
Productivity		
C 7: Growing a stronger and more competitive Greater Parramatta	Not relevant	Not Relevant
C 8: Delivering a more connected and competitive GPOP Economic Corridor	Not relevant	
C 9: Delivering integrated land use and transport planning a 30-minute city	Yes	Not Relevant
C 10: Growing investment, business opportunities and jobs in strategic centres	Not relevant	Not Relevant

C 11: Maximising opportunities to attract advanced manufacturing and innovation in industrial and urban services land	Not relevant	
C 12: Supporting growth of targeted industry sectors	Not relevant	
Sustainability		
C 13: Protecting and improving the health and enjoyment of the District's waterways	Not relevant	<p>Not Relevant.</p> <p>The proposal does not prevent the implementation of these objectives in a development proposal.</p> <p>The proposal makes a significant contribution to canopy cover through the provision of extensive deep soil areas, as well as green roofs.</p> <p>The VPA being negotiated between Council and the landowner will increase the provision of open space from 3,000 sqm to approximately 3,500 sqm. Though held in private ownership, the open space will be publicly accessible and well maintained.</p>
C 14: Creating a Parkland City urban structure and identity, with South Creek as a defining spatial element	Not relevant	
C 15: Protecting and enhancing bushland, biodiversity and scenic and cultural landscapes	Not relevant	
C 16: Increasing urban tree canopy cover and delivering Green Grid connections	Not relevant	
C 17: Delivering high quality open space	Not relevant	
C 18: Better managing rural Areas	Not relevant	
C 19: Reducing carbon emissions and managing energy, water and waste efficiently	Not relevant	
C 20: Adapting to the impacts of urban and natural hazards and climate change	Not relevant	
Implementation		
C 21: Preparing local strategic planning statements informed by local strategic planning	Not relevant	Not Relevant.
C 22: Monitoring and reporting on the delivery of the plan	Not relevant	

C. Blacktown Community Strategic Plan

Strategic Direction	Compliance
A vibrant and inclusive City	Complies.
A clean, sustainable and healthy environment	Complies.
A growing city supported by accessible infrastructure	Complies
A sporting and active city	Complies.
A leading city	Complies.

D. Blacktown Local Strategic Planning Statement

The Blacktown Local Strategic Planning Statement (LSPS) sets out a 20 year land use vision and structure plan for Blacktown City.

The following is an assessment of the Planning Proposal against the Blacktown LSPS.

Local Planning Priority	Action	How does this Planning Proposal implement the Planning Priorities and Action
Infrastructure and Collaboration		
LPP1: Planning for a City supported by infrastructure	1. Collaborate to identify the full range of infrastructure required to support the City's growth and sustainability as part of a comprehensive, rolling infrastructure delivery program 2. Collaborate to prioritise infrastructure planning and investment in the right place, at the right time and for the right cost, to align with forecast growth 3. Work with the NSW Government and agencies to secure, protect and build transport corridors, including the Sydney Metro extension from Tallawong to St Marys, the Outer Sydney Orbital, Bells Line of Road-Castlereagh Connection and the Western Sydney Freight Line 4. Continue to maintain and upgrade essential community infrastructure in areas in Blacktown City to meet contemporary standards	Not Applicable
LPP2: Collaborating , partnering and engaging to implement the LSPS	5. Maintain an updated Community Engagement Strategy and Community Participation Plan 6. Work with the NSW Government, Central City and Western City District councils, WSROC, the private sector	Not Applicable

	and the community to implement the district plans 7. Work with the Australian and NSW governments, the private sector and the community to implement the LSPS	
Liveability		
LPP3: Providing services and social infrastructure to meet people's changing needs	8. Collaborate with the NSW Government to improve the funding model for community facilities in the NWGA 9. Collaborate with the NSW Government to rectify the gap in planning for and provision of infrastructure arising from development occurring at higher densities than forecast in the NWGA, impacting on transport, open space, schools and other community facility needs 10. Review facilities against forecast population growth and monitor the community's changing needs 11. Collaborate with the NSW Government and other education providers to maximise opportunities for shared and joint use of education facilities 12. Implement the BISP masterplan and deliver the International Centre of Training Excellence 13. Construct the Blacktown Animal Rehoming Centre	Not Applicable
LPP4: Respecting heritage and fostering healthy, creative, culturally rich and socially connected communities	14. Maintain an updated heritage strategy 15. Plan for facilities and spaces that foster healthy, creative, culturally rich, safe and socially connected communities 16. Plan for arts, culture, health and social interaction opportunities in the master planning for Strategic Centres and Urban Renewal Precincts, supported by equitable funding 17. Implement the St Bartholomew's Cemetery Transformational Project	Not Applicable
LPP5: Providing housing supply, choice and	18. Maintain an updated Blacktown Local Housing Strategy	Not Applicable

affordability with access to jobs, services and public transport	19. Collaborate on housing affordability across Greater Sydney	
LPP6: Creating and renewing great places and centres	<p>20. Undertake place-based planning appropriate to the hierarchy and role of each strategic centre and Urban Renewal Precinct</p> <p>21. Maintain an updated strategy for all commercial centres</p> <p>22. Collaborate on planning for the Schofields and Seven Hills precincts and planning for the Marsden Park Strategic Centre</p> <p>23. Review planning controls to enhance and promote great places in Blacktown City</p> <p>24. Collaborate with the NSW Government to plan for and renew social housing, in particular in conjunction with place-based planning for the new Sydney Metro extension between St Marys and Tallawong</p>	Not Applicable
Productivity		
LPP7: Delivering integrated land use and transport planning and a 30-minute city	<p>25. Maintain an updated integrated land use and transport management plan</p> <p>26. Review planning controls to facilitate integration of land use planning and transport corridors and encourage sustainable transport choices</p> <p>27. Improve connectivity and accessibility in Strategic Centres and Urban Renewal Precincts</p> <p>28. Collaborate with the NSW Government to identify, secure and protect transport corridors</p>	Not Applicable
LPP8: Growing mixed use, investment, business and job opportunities in Strategic Centres	<p>29. Collaborate with the NSW Government to undertake place-based planning and review planning controls in the Blacktown, Mount Druitt and Marsden Park Strategic Centres</p> <p>30. Implement Warrick Lane Transformational Project in the Blacktown Strategic Centre</p>	Not Applicable

LPP 9: Maximising opportunities to attract advanced manufacturing to, and innovation in, industrial and urban services land	31. Review planning controls to promote advanced manufacturing and innovation in industrial and urban services land 32. Review planning controls to manage the interfaces between industrial and urban services land and other uses	Not Applicable
LPP10: Growing targeted industry sector	33. Maintain an updated economic development strategy 34. Collaborate with the NSW Government and the private sector to promote health, medical research and innovation, and education opportunities in the Blacktown and Mount Druitt Strategic Centres and implement the Health Precinct Transformational Project 35. Investigate a future health precinct around the planned Rouse Hill Hospital 36. Implement the Australian Catholic University – Blacktown Transformational Project	Not Applicable
Sustainability		
LPP11: Protecting and improving the health and enjoyment of waterways	37. Maintain an updated Integrated Water Management Strategy 38. Promote best practice water sensitive urban design to address the impacts of stormwater 39. Collaborate on a catchment-wide scale to improve waterway health and community access to waterways 40. Collaborate to deliver projects that rehabilitate waterways to a more natural condition	Not Applicable
LPP12: Creating a Parkland City urban structure and emphasising the importance of South Creek	41. Collaborate as part of a whole-of-catchment approach to managing South Creek 42. Collaborate with the NSW Government to improve public access to Eastern Creek and South Creek for walking and cycling	Not Applicable
LPP13: Protecting and enhancing bushland,	43. Maintain an updated biodiversity strategy for Blacktown City	Not Applicable

biodiversity and scenic and cultural landscapes	44. Identify and protect scenic and cultural landscapes 45. Maintain updated plans of management for natural areas, parks and areas of cultural significance	
LPP14: Increasing urban tree canopy cover and Green Grid connections	46. Collaborate to increase tree canopy cover, deliver Green Grid connections and cool the urban environment 47. Collaborate to extend the Western Sydney Parklands north along Eastern Creek to connect with South Creek	The proposal is consistent with this objective and will deliver increased canopy cover through the development proposal process.
LPP15: Delivering high quality open space	48. Maintain an updated recreation and open space strategy 49. Collaborate to address the shortfall in open space and recreation facilities in the NWGA 50. Collaborate to maximise shared and joint use of school facilities to optimise community use of recreation space 51. Plan for open space and recreation when master planning Strategic Centres, Urban Renewal Precincts and the NWGA 52. Collaborate to explore new recreational opportunities, including at Prospect Reservoir	Open space is provided on site, as envisioned in the ILP
LPP16: Reducing carbon emissions and managing energy, water and waste efficiently	53. Investigate options to improve energy, water and waste efficiency in Urban Renewal Precincts and the NWGA via master planning 54. Incorporate best practice energy, water and waste management for Council-led projects 55. Review energy, water and waste efficiency provisions in planning controls 56. Collaborate on a Greater Sydney-wide response to the management of waste	Not Applicable
LPP17: Adapting to the impacts of urban and natural hazards and climate change	57. Review planning controls to reduce urban heat, particularly in the NWGA 58. Collaborate to implement Resilient Valley, Resilient	Not Applicable

	Communities as it relates to Blacktown City 59. Maintain an updated flood risk management plan and planning controls	
Implementation		
LPP18: Delivering, monitoring and reporting on the actions in the LSPS	60. Establish a Blacktown City LSPS Implementation Monitoring Committee to oversee and report on LSPS implementation, chaired by Council and incorporating senior representatives of relevant State agencies 61. Use the Monitoring Committee to report progress against the LSPS to Council every quarter as part of Council's Integrated Planning and Reporting Framework 62. Advocate for the fair allocation of funding to Blacktown City in support of our growing community 63. Review the LSPS within 7 years as required by legislation	Not Applicable

Consistency with Applicable SEPPs and REPs

State Environmental Planning Policy	Consistency
SEPP No 1 - Development Standards	Not Applicable
SEPP No 19 - Bushland in Urban Areas	Not Applicable
SEPP No 21 Caravan Parks	Not Applicable
SEPP No 33 - Hazardous and Offensive Development	Not Applicable
SEPP No 36 - Manufactured Home Estates	Not Applicable
SEPP No 50 - Canal Estate Development	Not Applicable
SEPP No 55 - Remediation of Land	Consistent
SEPP No 64 - Advertising and Signage	Not Applicable
SEPP No 65 - Design Quality of Residential Apartment Development	Not Applicable
SEPP No 70 - Affordable Housing (Revised Schemes)	Not Applicable
SEPP (Affordable Rental Housing) 2009	Not Applicable
SEPP (Building Sustainability Index: BASIX) 2004	Not Applicable
SEPP (Concurrences) 2018	Not Applicable
SEPP (Educational Establishments and Child Care Facilities) 2017	Not Applicable
SEPP (Exempt and Complying Development Codes) 2008	Not Applicable
SEPP (Housing for Seniors or People with a Disability) 2004	Not Applicable
SEPP (Infrastructure) 2007	Not Applicable
SEPP (Mining, Petroleum Production and Extractive Industries) 2007	Not Applicable
SEPP (Miscellaneous Consent Provisions) 2007	Not Applicable

State Environmental Planning Policy	Consistency
SEPP (Primary Production and Rural Development) 2019	Not Applicable
SEPP (State and Regional Development) 2011	Not Applicable
SEPP (State Significant Precincts) 2005	Not Applicable
SEPP (Sydney Drinking Water Catchment)	Not Applicable
SEPP (Sydney Region Growth Centres) 2006	Consistent
SEPP (Urban Renewal) 2010	Not Applicable
SEPP (Vegetation in Non-Rural Areas) 2017	Not Applicable
SEPP (Western Sydney Employment Area) 2009	Not Applicable
SEPP (Western Sydney Parklands) 2009	Not Applicable
Sydney Regional Environmental Plans	
Sydney REP No 9 - Extractive Industry (No 2 - 1995)	Not Applicable
Sydney REP No 20 - Hawkesbury-Nepean River (No 2 - 1997)	Not Applicable
Sydney REP No 30 - St Marys	Not Applicable
Sydney REP (Sydney Harbour Catchment) 2005	Not Applicable

Consistency with relevant Section 9.1 Directions by the Minister

Direction	Consistency of Planning Proposal
1. Employment and Resources	
1.1 Business and Industrial Zones	Consistent
1.2 Rural Zones	Not Relevant
1.3 Mining, Petroleum Production and Extractive Industries	Not Relevant
1.4 Oyster Aquaculture	Not Relevant
1.5 Rural Lands	Not Relevant
2. Environment and Heritage	
2.1 Environment Protection Zones	Not Relevant
2.2 Coastal Management	Not Relevant
2.3 Heritage Conservation	Not Relevant
2.4 Recreation Vehicle Areas	Not Relevant
2.5 Application of E2 and E3 Zones and Environmental Overlays in Far North Coast LEPs	Not Relevant
2.6 Remediation of Contaminated Land	Not Relevant
3. Housing, Infrastructure and Urban Development	
3.1 Residential Zones	Not Relevant
3.2 Caravan Parks and Manufactured Home Estates	Not Relevant
3.3 Home Occupations	Not Relevant
3.4 Integrating Land Use and Transport	Consistent
3.5 Development Near Regulated Airports and Defence Airfields	Not Relevant
3.6 Shooting Ranges	Not Relevant
3.7 Reduction in non-hosted short term rental accommodation period	Not Relevant
4. Hazard and Risk	
4.1 Acid Sulphate Soils	Not Relevant

Direction	Consistency of Planning Proposal
4.2 Mine Subsidence and Unstable Land	Not Relevant
4.3 Flood Prone Land	Not Relevant
4.4 Planning for Bushfire Protection	Not Relevant
5. Regional Planning	
5.1 [Revoked]	-
5.2 Sydney Drinking Water Catchments	Not Relevant
5.3 Farmland of State and Regional Significance on the NSW Far North Coast	Not Relevant
5.4 Commercial and Retail Development along the Pacific Highway, North Coast	Not Relevant
5.5 [Revoked]	-
5.6 [Revoked]	-
5.7 [Revoked]	-
5.8 [Revoked]	-
5.9 North West Rail Link Corridor Strategy	Not Relevant
5.10 Implementation of Regional Plans	Consistent
5.11 Development of Aboriginal Land Council land	Not Relevant
6. Local Plan Making	
6.1 Approval and Referral Requirements	Not Relevant
6.2 Reserving Land for Public Purposes	Consistent Whilst the Planning Proposal does remove the acquisition requirement over the land, the publicly accessible open space will be delivered on site by a VPA between Council and the land owner. Public access will be unrestricted at all times.
6.3 Site Specific Provisions	Not Relevant
7. Metropolitan Planning	

Direction	Consistency of Planning Proposal
7.1 Implementation of A Plan for Growing Sydney	Consistent
7.2 Implementation of Greater Macarthur Land Release Investigation	Not Relevant
7.3 Parramatta Road Corridor Urban Transformation Strategy	Not Relevant
7.4 Implementation of North West Priority Growth Area Land Use and Infrastructure Implementation Plan	Consistent
7.5 Implementation of Greater Parramatta Priority Growth Area Interim Land Use and Infrastructure Implementation Plan	Not Relevant
7.6 Implementation of Wilton Priority Growth Area Interim Land Use and Infrastructure Implementation Plan	Not Relevant
7.7 Implementation of Glenfield to Macarthur Urban Renewal Corridor	Not Relevant
7.8 Implementation of Western Sydney Aerotropolis Interim Land Use and Infrastructure Implementation Plan	Not Relevant
7.9 Implementation of Bayside West Precincts 2036 Plan	Not Relevant
7.10 Implementation of Planning Proposals for the Cooks Cove Precinct	Not Relevant

Attachment 4

