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THEME:	Shaping Growth
OUTCOME:	5 Well planned and liveable neighbourhoods that meets growth targets and maintains amenity.
STRATEGY:	5.1 The Shire's natural and built environment is well managed through strategic land use and urban planning that reflects our values and aspirations.
MEETING DATE:	10 DECEMBER 2019 COUNCIL MEETING
GROUP:	SHIRE STRATEGY, TRANSFORMATION AND SOLUTIONS
AUTHOR:	STRATEGIC PLANNING COORDINATOR PIERS HEMPHILL
RESPONSIBLE OFFICER:	MANAGER – FORWARD PLANNING NICHOLAS CARLTON

REPORT

On 12 November 2019, Council considered a report on the outcomes of the public exhibition of the planning proposal, draft Development Control Plan ('DCP') and draft Voluntary Planning Agreement ('VPA') for land at 40 Solent Circuit, Norwest ('The Greens' – 5/2015/PLP) and resolved that:

"The matter be deferred to a briefing session and for further consideration of the VPA."

The matter was subsequently presented to a Councillor briefing session on 3 December 2019.

The report considered by Council at its Ordinary Meeting of 12 November 2019 provides a detailed description of the planning proposal, draft DCP and draft VPA and considers the outcomes of the public exhibition period. This report is provided as Attachment 1.

Council is now responsible for determining whether or not to finalise the planning proposal, adopt the associated draft DCP and execute the draft VPA which secures public benefits associated with the planning proposal.

RECOMMENDATION

1. The planning proposal for 40 Solent Circuit, Norwest (5/2015/PLP) be forwarded to the Department of Planning, Industry and Environment for finalisation, noting that Council does not have delegation to make the plan due to an outstanding public authority objection from the Roads and Maritime Services.

MINUTES of the duly convened Ordinary Meeting of The Hills Shire Council held in the Council Chambers on 10 December 2019

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MINUTES of the duly convened Ordinary Meeting of The Hills Shire Council held in the Council Chambers on 10 December 2019

THE MOTION WAS PUT AND CARRIED.

687 RESOLUTION

1. Council enter into the draft Voluntary Planning Agreement for land at 6-12 and 16-20 Garthowen Crescent, Castle Hill (Attachment 4) and authorise Council's common Seal to be affixed to the Voluntary Planning Agreement.
2. The planning proposal for land at 6-12 & 16-20 Garthowen Crescent, Castle Hill (24/2016/PLP), which Council resolved to finalise on 28 May 2019, be progressed to finalisation following execution of the draft Voluntary Planning Agreement.
3. Draft The Hills Development Control Plan 2012 Part D Section 24 Garthowen Crescent (Attachment 5) be adopted and come into force at the time the associated planning proposal (24/2016/PLP) is finalised and published on the NSW Legislation website.

Being a planning matter, the Mayor called for a division to record the votes on this matter

VOTING FOR THE MOTION

Clr R Jethi
Clr F P De Masi
Clr A N Haselden
Clr E M Russo
Clr R A Preston
Clr Dr P J Gangemi
Clr B L Collins OAM
Clr M G Thomas
Clr R M Tracey
Clr A J Hay OAM

VOTING AGAINST THE MOTION

Mayor Dr M R Byrne
Clr S P Uno
Clr J Jackson

ITEM-3

FURTHER REPORT - POST EXHIBITION - PLANNING PROPOSAL - 'THE GREENS', 40 SOLENT CIRCUIT, NORWEST (5/2015/PLP)

Proceedings in Brief

Michael Bradley (Objector) of Fairhaven Circuit, Norwest addressed Council regarding this matter.

Michael Watt from Mulpha (Applicant) addressed Council regarding this matter..

A MOTION WAS MOVED BY COUNCILLOR THOMAS AND SECONDED BY COUNCILLOR JETHI THAT

MINUTES of the duly convened Ordinary Meeting of The Hills Shire Council held in the Council Chambers on 10 December 2019

1. The report be received.
2. There be further work on the impact of the development on traffic.
3. A further review be undertaken regarding the VPA.

THE MOTION WAS PUT AND LOST

Being a planning matter, the Mayor called for a division to record the votes on this matter

VOTING FOR THE MOTION

Clr M G Thomas
Clr E M Russo
Clr Dr P J Gangemi
Clr R Jethi

VOTING AGAINST THE MOTION

Mayor Dr M R Byrne
Clr S P Uno
Clr J Jackson
Clr F P De Masi
Clr A N Haselden
Clr R A Preston
Clr B L Collins OAM
Clr R M Tracey
Clr A J Hay OAM

A MOTION WAS MOVED BY COUNCILLOR TRACEY AND SECONDED BY COUNCILLOR HASELDEN THAT the Recommendation contained in the report be adopted.

THE MOTION WAS PUT AND CARRIED.

688 RESOLUTION

1. The planning proposal for 40 Solent Circuit, Norwest (5/2015/PLP) be forwarded to the Department of Planning, Industry and Environment for finalisation, noting that Council does not have delegation to make the plan due to an outstanding public authority objection from the Roads and Maritime Services.
2. Draft amendments to The Hills Development Control Plan 2012 (Part D Section 8 - Norwest Town Centre - Residential Development) (contained within Attachment 1) be adopted and come into force concurrent with notification of finalisation of the planning proposal (5/2015/PLP) being published on the NSW Legislation website.
3. Council enter into the Voluntary Planning Agreement for land at 40 Solent Circuit, Norwest (contained within Attachment 1), incorporating post-exhibition amendments, and authorise Council's common Seal to be affixed to the Voluntary Planning Agreement.

Being a planning matter, the Mayor called for a division to record the votes on this matter

ATTACHMENT 1

ORDINARY MEETING OF COUNCIL

12 NOVEMBER, 2019

ITEM-3	POST EXHIBITION - PLANNING PROPOSAL - 'THE GREENS', 40 SOLENT CIRCUIT, NORWEST (5/2015/PLP)
THEME:	Shaping Growth
OUTCOME:	5 Well planned and liveable neighbourhoods that meets growth targets and maintains amenity.
STRATEGY:	5.1 The Shire's natural and built environment is well managed through strategic land use and urban planning that reflects our values and aspirations.
MEETING DATE:	12 NOVEMBER 2019 COUNCIL MEETING
GROUP:	SHIRE STRATEGY, TRANSFORMATION AND SOLUTIONS
AUTHOR:	STRATEGIC PLANNING COORDINATOR PIERS HEMPHILL
RESPONSIBLE OFFICER:	MANAGER – FORWARD PLANNING NICHOLAS CARLTON

EXECUTIVE SUMMARY

This report recommends that the planning proposal to amend The Hills LEP 2012 to increase the maximum building height from RL116 metres (10 storeys) to RL176 metres (up to 26 storeys), enable a maximum Floor Space Ratio of 2.9:1 and allow additional permitted uses on land at 40 Solent Circuit, Norwest ('The Greens') be submitted to the Department of Planning, Industry and Environment for finalisation. The planning proposal would facilitate a master planned residential development comprising 864 residential units within nine towers ranging in height from 8 to 26 storeys. The proposed development would also include 2,500m² of commercial floor space, 1,500m² of retail floor space, a 1,500m² gymnasium and a 500m² childcare centre.

It is also recommended that amendments to The Hills DCP 2012 Part D Section 8 (Norwest Town Centre - Residential Development) be adopted concurrently with the planning proposal and that the draft Voluntary Planning Agreement (VPA) submitted in association with the proposal be executed. It is considered that the draft VPA secures a fair and reasonable contribution towards local infrastructure which is proportionate to the level of demand likely to be generated by this Proposal.

The planning proposal, draft DCP and draft VPA were publicly exhibited from Tuesday 1 May 2018 to Friday 15 June 2018 and all public authorities specified in the Gateway Determination were consulted. A total of 14 submissions were received comprising 10 public submissions and 4 submissions from public authorities (Endeavour Energy, Sydney Water, Transport for NSW and Roads and Maritime Services).

Public submissions raised issues relating to scale, impact on character and amenity, traffic and transport and the adequacy of local and social infrastructure. The matters raised within public submissions are discussed further within Section 6 of this report.

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With respect to public authority submissions, there is one (1) unresolved agency objection received from Roads and Maritime Services ('RMS') who advised that specific planning proposals should not progress in advance of the completion of regional traffic modelling or in the absence of a mechanism for RMS to collect contributions towards future regional traffic upgrades. Despite this, RMS stated that it may be appropriate for the proposal to proceed, subject to a separate agreement being negotiated between RMS and the Proponent which secures a contribution towards regional traffic upgrades.

The value of contributions towards regional infrastructure is a matter to be resolved between RMS, the Proponent and the Department of Planning, Industry and Environment and negotiations are currently underway between these parties with respect to the preparation a separate planning agreement for regional traffic infrastructure contributions. Until such time as a suitable agreement is reached between RMS and the Proponent, RMS' submission remains an unresolved agency objection and as such, Council is unable to exercise its Delegation to finalise the planning proposal. Accordingly, should Council resolve to proceed to finalisation of the planning proposal, it would be submitted to the Department for finalisation, pending confirmation from the RMS that an adequate agreement is in place.

The site is strategically identified to accommodate high density residential development within a 550 metre walking distance of the Norwest Station, as a key component of the broader Norwest Strategic Centre. The proposal enables a master planned residential outcome which, through the provision of tall and slender towers, will enable the achievement of the strategically identified residential density on the site whilst also providing significant areas of landscaping and open space at the ground level (representing 70% of the site).

APPLICANT & OWNER

Mulpha Norwest Pty Limited

POLITICAL DONATIONS

Nil disclosures by the Proponent

THE HILLS LOCAL ENVIRONMENTAL PLAN 2012

	Current Controls	NWRL Corridor Strategy	Hills Corridor Strategy	Planning Proposal
Zone	R4 High Density Residential	No change	No change	R4 High Density Residential with Schedule 1 Additional Permitted Uses
Lot Size	1,800m ²	N/A	N/A	No change
Height	RL 116m (approx. 10 storeys)	7-12 Storeys	6-12 Storeys	RL 176m (8-26 storeys)
Maximum FSR	N/A	3:1-4:1	2.2:1	'Base' FSR of 1:1 and 'Incentivised' FSR of 2.9:1*
Residential Yield (Density)	668 dwellings (175 dw/ha)	984 dwellings (300 dw/ha)	826 dwellings (216 dw/ha)	864 dwellings (226 dw/ha)

* The total FSR of 2.9:1 includes the proposed non-residential components which have an FSR of approximately 0.2:1.

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HISTORY

- 05/09/2014** Planning proposal (5/2015/PLP) lodged to apply a maximum height of buildings of RL 164 metres (24 storeys), apply a maximum FSR of 4.5:1 and permit additional uses to facilitate a mixed use development including 1,200 residential units.
- 07/10/2014** Planning proposal presented to Councillor Briefing. Feedback was provided to the Proponent following the Briefing and the Proponent advised that an amended proposal would be submitted in the future.
- 08/07/2016** Amended planning proposal (5/2015/PLP) submitted.
- 08/11/2016** Council considered the planning proposal and draft DCP. Council resolved to forward the planning proposal for Gateway Determination and proceed with discussions with the proponent regarding a draft VPA.
- 31/01/2017** Gateway Determination issued by Department of Planning, Industry and Environment.
- 07/03/2018** In accordance with Council's resolution of 8 November 2016 negotiations with the Proponent with respect to draft VPA were on-going. On 7 March 2017 a draft VPA was submitted by Proponent.
- 10/04/2018** Council considered the draft VPA offer and resolved to exhibit the draft VPA concurrently with the planning proposal and draft DCP.
- 01/05/2018-
15/06/2018** Public exhibition of the planning proposal, draft DCP and draft VPA.

REPORT

The purpose of this report is to consider the outcomes of public exhibition and public authority consultation with respect to the planning proposal, draft DCP and draft VPA for land at 40 Solent Circuit, Norwest ('The Greens').

1. THE SITE

The site is known as 40 Solent Circuit, Baulkham Hills (part Lot 2105 DP1201899) and has an area of 3.824 hectares. It is located on the northern side of the Norwest Business Park, approximately 550 metres walking distance to Norwest station.

The site is within the 'Residential Precinct' of the Norwest Strategic Centre and is currently zoned R4 High Density Residential. The strategic planning framework identifies that the site is appropriate to accommodate high density residential development, which will contribute significantly to the mix of uses contained within the Norwest Strategic Centre and the walkable catchment of the Norwest Station.

The site and the surrounding locality are shown in the following figure.

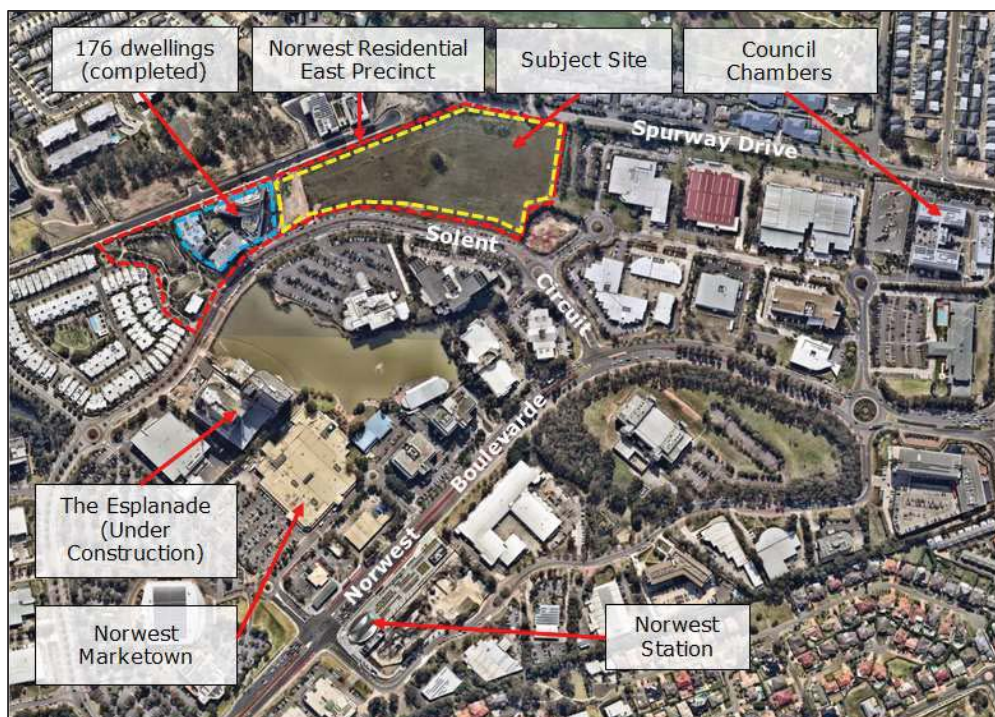


Figure 1

The site (yellow) and surrounding locality (Norwest Residential East Precinct shown in red).
Source (Nearmap)

2. SUMMARY OF PROPOSAL

Planning Proposal

The planning proposal seeks to amend LEP 2012 to:

- Increase the maximum building height from RL116 metres (10 storeys) to RL176 metres (26 storeys);
- Apply a maximum 'base' floor space ratio of 1:1 and a maximum 'incentivised' floor space ratio of 2.9:1 (subject to compliance with Council's housing mix and diversity requirements specified in Clause 7.12 of LEP 2012); and
- Include additional permitted uses within Schedule 1 of the LEP 2012: business premises (maximum 1,500m²), child care centres (maximum 500m²), health consulting rooms and medical centres (1,000m²), recreation facilities (indoors) (maximum 1,500m²), restaurants or cafés (maximum 500m²) and shops (maximum 1,000m²).

The Proponent has submitted a development concept showing the intended development outcome comprising nine towers up to 26 storeys in height and accommodating 864 residential units, 1,500m² of commercial floor space, 500m² of cafés and restaurants, 1,000m² of neighbourhood shops, a 1,500m² gymnasium, 1,000m² of medical services and a 500m² childcare centre.

The area of each additional permitted use would be limited under Schedule 1 of LEP 2012 and it is considered that these uses are appropriate to provide conveniences and services required by new residents and to activate street frontages and publicly accessible areas of

the site. The location of new retail spaces would further strengthen the focus of activity around Norwest Lake, without detracting from the continued viability of the adjoining local centre (Marketown).

A site plan (including the proposed building heights) and photomontages of the proposed development are included below.



Figure 2
Site plan showing building heights (storeys)



Figure 3
Photomontage – View of the Development across Norwest Lake

**Figure 4**

Photomontage – Internal View of the Development

The built form proposed is characterised by tall and slim towers within a 'parkland' setting, with the proposed maximum site coverage of 30% resulting in a significantly greater extent of landscaping and open space at the ground plane (approximately 70% of the site) and greater separation between buildings. In minimising building footprints and maximising the extent of landscaping and open space at the ground plane, some of the proposed buildings are higher than what would otherwise be expected for a development achieving an FSR of 2.9:1.

For example, while it may be possible for development on the site to achieve the same density within a lower scale built form, the buildings would be of a greater bulk when viewed from the Public Domain, as illustrated below.



Figure 5
Site coverage and building height comparison

The context and location of this specific site enables it to accommodate taller buildings of this nature without any unreasonable impacts on adjoining development or the locality and as such, the proposed heights enable the development to achieve a superior outcome for the pedestrian realm given the increased heights reduce building footprints and a present as more slender form, with the additional height not naturally perceptible from the public realm (the incremental additional height generally falls above the 'visible plane' - as demonstrated below).

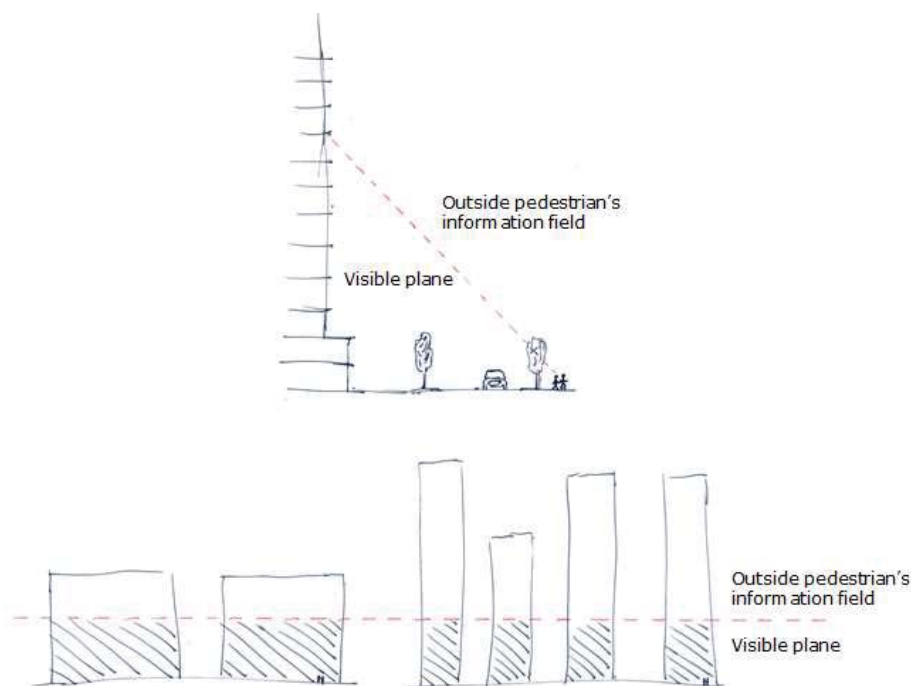


Figure 6
Indicative Perceptible Height Plane

Draft Development Control Plan

In support of the planning proposal, draft amendments to The Hills DCP 2012 Part D Section 8 (Norwest Town Centre – Residential Development) (which currently applies to the site) were prepared. The draft amendments to the DCP seek to guide future development outcomes on the site and relate to the following:

- Amendment of currently applicable density controls to increase the permitted density from 175 persons per hectare to 216 dwellings per hectare for the entire Eastern Precinct. This included a density of 230 dwellings per hectare for the portion of the Eastern Precinct which is subject to this planning proposal. It is noted that dwellings per hectare is a more transparent and enforceable control of the number of dwellings permitted on the site;
- Inclusion of a new control which limits site coverage to a maximum of 30%;
- Inclusion of a new plans for the eastern precinct, including a building layout plan, building height plan and common open space plan, to secure key outcomes identified within the publicly exhibited concepts; and
- Removing the original eastern precinct street hierarchy plan which is no longer consistent with the expected development outcome on the site.

In order to ensure that the density control in the DCP more accurately reflects the yield proposed through the planning proposal and draft VPA (864 dwellings) it is recommended that the draft DCP be amended post exhibition to reduce the density control from 230 dwellings per hectare to 226 dwellings per hectare.

A copy of the draft DCP, as amended following exhibition, is included as Attachment 1 to this report.

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Draft Voluntary Planning Agreement

Given the proposal precedes the completion of detailed precinct planning and the preparation of a contributions plan for the Norwest Precinct, a draft VPA was submitted in association with the planning proposal. This is considered to be the most appropriate mechanism for the developer to make a fair and reasonable contribution towards the provision of new local infrastructure, proportionate to the demand generated by the proposed development.

The draft VPA secures contributions from future development on the site with a total value of \$18.64 million (equivalent to approximately \$22,000 per dwelling), comprising works valued at \$2.5 million and a monetary contribution of \$16.14 million towards the provision of new local infrastructure by Council in the future, to service growth within the Norwest Precinct, as detailed below.

Works	Monetary Contrib.	Details	Est. value
✓		Signals at Solent Circuit (East) and Norwest Boulevard	\$1.5m
✓		Norwest Lake lighting and security	\$1m
✓		Minimum of 2,000m ² of 'urban plaza' - publicly accessible space with public access easement	N/A
	✓	Contribution towards signals at Solent Circuit (West) and Norwest Boulevard	\$5m
	✓	Contribution towards land acquisition & works for future playing fields	\$5.39m
	✓	Contribution towards passive open space & landscaping	\$2.5m
	✓	Contribution towards footpaths & cycleway improvements	\$0.75m
	✓	Contribution towards a future local community facility	\$2.5m
Total			\$18.64m

The draft VPA was originally considered by Council at its Ordinary Meeting on 10 April 2018, where Council resolved to accept the VPA offer and proceed to legal review and public exhibition of the draft VPA.

An external legal review of the draft VPA was completed in April 2018 which resulted in minor amendments to the draft VPA, prior to exhibition:

- Update references to Sections of the Environmental Planning and Assessment Act to reflect amended clause numbering in the Act; and
- Clarify the required timing of the delivery of public benefits and payment of monetary contributions based on clearly defined stages of the development.

In addition to these changes, this report also recommends minor post-exhibition amendments to update the property and suburb description (to reflect changes to suburb names since drafting of the VPA) and provide greater clarity within the definitions for each stage of the development.

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A copy of the draft VPA, as exhibited and incorporating the above post-exhibition amendments is provided as Attachment 2 to this report.

3. GATEWAY DETERMINATION

On 31 January 2017 Council received a Gateway Determination to proceed with the planning proposal. The Gateway Determination required that:

- Prior to community consultation, the planning proposal is to be updated to address consistency with the (then) draft West Central District Plan;
- The planning proposal must be publicly exhibited for a minimum of 28 days;
- Consultation should be undertaken with Endeavour Energy, Transport for NSW, Roads and Maritime Services, Sydney Water and Telstra during the public exhibition period.

All conditions of the Gateway Determination have been satisfied.

The Gateway Determination provided delegation for Council to finalise the plan. However, as discussed further within Section 5 of this report, Council is unable to exercise this delegation as the objection received from Roads and Maritime Services remains unresolved.

4. EXHIBITION DETAILS

The planning proposal, draft DCP and draft VPA were publicly exhibited from Tuesday 1 May 2018 to Friday 15 June 2018. The material was made available for viewing at Castle Hill Library, Vinegar Hill Memorial Library, Council's Administration Centre and on Council's website. The exhibition was advertised in Hills Shire Times and Rouse Hill Times on 1 May and 29 May 2018 and landowners within the vicinity of the site were notified and invited to comment on the draft package. Council also consulted with the public authorities specified in the Gateway Determination.

A total of 14 submissions were received comprising 4 submissions from public authorities (Endeavour Energy, Sydney Water, Transport for NSW and Roads and Maritime Services) and 10 public submissions.

These are discussed further within Section 5 and 6 of this report and having regard to this discussion, it is considered that no post-exhibition amendments are warranted in response to the submissions received.

5. PUBLIC AUTHORITY SUBMISSIONS

Submissions were received from the following public authorities:

- (a) Endeavour Energy;
- (b) Sydney Water;
- (c) Transport for NSW; and
- (d) Roads and Maritime Services (2 submissions);

These submissions are discussed below.

(a) Endeavour Energy

Endeavour Energy identified that the subject site hosts an easement to the benefit of Endeavour Energy for a 132kV high voltage underground cable, underground earth cables

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and underground pilot cables as well as several easements on adjoining sites and roadways. Endeavour Energy raised no objection to the proposal subject to the following:

- The Proponent shall undertake any additional extensions and augmentations of the 11kV high voltage network and provision of indoor chamber substations to facilitate connection;
- The Proponent shall not install or permit to be installed any services or structures within the easement site;
- The Proponent shall not alter the surface level of the easement site;
- Anything that restricts access to the easement site will not be permitted without the written permission of Endeavour Energy; and
- The Proponent shall comply with all relevant Australian Standards and design guidelines.

Comment:

Endeavour Energy's submission was provided to the Proponent, who confirmed that all requirements would be complied with. The specific requirements of Endeavour Energy's submission must be further considered as part of the preparation of detailed designs for the development and Endeavour Energy will be further consulted as part of any future development application process.

(b) Sydney Water

Sydney Water raised no objection to the proposal and provided general information which explained that Sydney Water is undertaking a water supply strategy for the area and would be considering mains requirements. The submission advised that the existing sewer was insufficient for the proposed development and that pipes would need to be upsized along with amplification of the Sewer Pumping Station.

Comment:

The proposed uplift and residential density is consistent with the outcomes anticipated under the applicable strategic planning framework and as such, it is anticipated that this extent of growth will be adequately serviced through amplification and upgrades of Sydney Water's infrastructure. Detailed consideration of planning, servicing and connection requirements for this site would form part of any future development application process and Sydney Water would be further consulted at this time.

(c) Transport for NSW

Transport for NSW requested that the Traffic and Parking Report assess the cumulative impact of estimated traffic as a result of all rezoned land within the Precinct, in addition to the proposed development. TfNSW also provided the following comments in relation to the Proponent's Traffic and Parking Report (prepared by TDG - June 2016):

- Base Year Traffic - The base peak hourly traffic volumes are based on 2013 traffic data which is out-of-date and should be updated;
- Level of Service Assessment (Windsor Road and Norwest Boulevard) - The assumption that Windsor Road and Norwest Boulevard are four lane divided carriageways with clearways, limited access and limited intersections is incorrect. It fails to consider the

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multiple traffic signals and roundabouts and the impact of these on travel speeds. The performance of midblock sections should be revised in the Traffic Report;

- Cumulative Traffic Study - It is not evident that cumulative traffic impacts have been considered for assessing the base future year scenario. Given that the proposal precedes the completion of detailed precinct planning, the traffic impact should be assessed on a base future scenario 10 years after full development of the Precinct to inform the infrastructure required to support growth of the Precinct in the longer term;
- Proposed Signalisation of Intersections - The reconfiguration of intersections at Solent Circuit (East)/Norwest Boulevard and Solent Circuit (West)/Norwest Boulevard should consider bus services currently in operation along Norwest Boulevard and Fairway Drive. TfNSW requested that more details such as concept plans for the proposed signalised intersections and intersection modelling be provided for review by TfNSW and RMS; and
- Bicycle Parking - The report should be revised to include bicycle parking details in accordance with the requirements of The Hills DCP.

Comment:*i) Base Year Traffic*

In recognition of the concerns raised by Transport for NSW, the Proponent submitted additional information and analysis entitled “*The Greens Cumulative Traffic Impact Study*”, which was prepared by Stantec (April 2019). The updated study applied traffic counts from 2016, which is considered to be appropriate as a ‘worst case scenario’ in this instance given traffic volumes are likely to have reduced marginally since the opening of the Sydney Metro Northwest. It is noted that further traffic counts are currently being undertaken by Sydney Metro following the opening of the Sydney Metro Northwest and these will be incorporated into the broader regional traffic modelling which is currently being undertaken for the Norwest Strategic Centre, as detailed further within this report.

ii) Level of Service Assessment (Windsor Road and Norwest Boulevard)

The position of Transport for NSW in relation to this matter is not supported. It is considered that both Norwest Boulevard and Windsor Road are both controlled access roads with limited access points. These access points are generally left-in/left-out within the vicinity of the site. The limited number of intersections on these portions of the regional road network are controlled. Accordingly, the road definition which has been applied to these roads, within the traffic assessment (a ‘*4 lane divided carriageway with clearway and limited access and intersections*’) is considered to be appropriate when determining existing and future mid-block levels of service.

iii) Cumulative Traffic Study

“*The Greens Cumulative Traffic Impact Study*” submitted by the Proponent compiles traffic data from surrounding developments (both approved and proposed) comprising The Esplanade, The Orchards, The Greens and the former planning proposal for Marketown which was under assessment at the time the study was prepared.

The study examined critical intersection performance and considered the impact of the Sydney Metro Northwest achieving modest reductions in traffic volume within Norwest

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Business Park of 6% within 12 months and 20% within 5-10 years. The findings of the study were that the *“developments would have a marginal impact on the surrounding road network”* and that satisfactory intersection performance can be achieved with the introduction of traffic lights at Norwest Boulevard/Solent Circuit (West) and Norwest Boulevard/Solent Circuit (East – which have since been completed by the Proponent).

Whilst the Proponent has attempted to model cumulative impacts, it is considered unreasonable to expect an individual Proponent to complete comprehensive regional traffic modelling for Precinct, as requested by TfNSW. This is especially true when the uplift being sought is in response to, and consistent with, the outcomes anticipated within the State Government’s strategic planning framework.

Since lodging this submission Transport for NSW has committed to funding the required regional traffic modelling work for the Castle Hill, Showground and Norwest Precincts and it is anticipated that tendering for the completion of this work will be completed shortly. This modelling will analyse the impacts of cumulative growth anticipated within the Norwest Strategic Centre and identify any required traffic infrastructure upgrades required to support this growth.

While this modelling has not yet been completed, it is considered reasonable for this proposal to proceed in advance of regional traffic modelling as the density being proposed is consistent with that anticipated density within the State Government’s North West Rail Link Corridor Strategy. Accordingly, there is a reasonable expectation that this uplift can be serviced by regional infrastructure. Further, as detailed within Section 5d) of this report, the Proponent is working with the RMS to negotiate and prepare a separate planning agreement which would facilitate the collection of contributions towards future upgrades to the regional road network which will be identified as part of the regional traffic modelling project.

Given the above, Transport for NSW’s request for the Proponent to complete regional traffic modelling for the Norwest Precinct are no longer relevant to progression of the proposal.

iv) Bicycle Parking

Bicycle parking and its compliance with the DCP would be considered as part of the lodgement and assessment of any future development application for the site.

(d) Roads and Maritime Services

The RMS made submissions on the planning proposal on two (2) separate occasions - 21 September 2018 and 8 March 2019.

First Submission – 21 September 2018

RMS advised that a cumulative traffic and transport study for Norwest Precinct should be prepared to assess transport impacts, identify necessary road upgrades and establish funding mechanisms to accommodate uplift associated with the Government’s North West Rail Link Corridor Strategy – Norwest Structure Plan.

RMS stated that they were of the view that at a minimum, there should be a strategic level understanding of the cumulative transport impacts of the growth identified within the Structure Plan, including identification of potential mitigation measures and funding mechanisms, prior to the finalisation of any planning proposals. The submission advised that the cumulative traffic impacts and mitigation actions should be measured utilising RMS’

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Strategic Traffic Forecasting Modelling with full development scenarios for the Precinct and consideration of key intersections.

While the RMS recognised that the Proponent had made an offer to enter into a VPA, it was of the view that it is difficult to determine whether the Proponent's offer towards regional traffic upgrades was adequate in the absence of a cumulative traffic study.

Second Submission – 8 March 2019

On 8 March 2019, RMS provided an updated submission following further discussions with the Proponent. RMS reiterated that it does not support the progression of the planning proposal in advance of the completion of cumulative traffic modelling for the Norwest Precinct. However, RMS advised that it may be possible for the proposal to proceed to finalisation in advance of the completion of regional traffic modelling and preparation of a contributions plan, if the monetary contributions towards regional road and transport infrastructure were able to be secured from the Proponent, subject to the satisfaction of the Department of Planning, Industry and Environment.

Comment:

Since the lodgement of RMS' submission, Transport for NSW has committed to funding the required regional traffic modelling work for the Castle Hill, Showground and Norwest Precincts and it is anticipated that tendering for the completion of this work will be completed shortly. This modelling will analyse the impacts of cumulative growth anticipated within the Norwest Strategic Centre and identify any required traffic infrastructure upgrades required to support this growth.

In response to the concerns raised by RMS and in order to enable the proposal to proceed in advance of the completion of the regional traffic modelling, the Proponent has engaged in negotiations directly with RMS and the Department with respect to the preparation of a separate planning agreement which secures an additional contribution towards regional traffic infrastructure.

The RMS submission will remain an outstanding and unresolved agency objection until such time as an agreement is reached between RMS, the Department and the Proponent. As such, Council would be unable to exercise its Delegation to finalise the amendment and it would be necessary for the proposal to be submitted to the Department of Planning, Industry and Environment for finalisation, subject to the satisfactory resolution of RMS' objection.

Importantly, these negotiations between RMS, the Department and the Proponent relate to regional traffic upgrades and are entirely separate to the draft VPA which has already been negotiated between Council and the Proponent, which secures a fair and reasonable contribution towards local infrastructure, proportionate to the demand likely to be generated by the proposal. The draft VPA between Council and the Proponent is suitable to ensure that adequate contributions are collected from future development on the site towards local infrastructure which Council will be responsible for providing.

Given the above, it is considered that the RMS objection is not an impediment to Council resolving to proceed to finalisation of the planning proposal. Should the proposal be progressed to the Department of Planning, Industry and Environment for finalisation, the Department may withhold finalisation until such time as RMS has confirmed that an adequate agreement is in place with the Proponent to secure contributions toward regional traffic infrastructure.

6. SUMMARY OF PUBLIC SUBMISSIONS

A total of 10 public submissions were received during the exhibition period. The key issues raised within these submissions were:

- (a) Character and Amenity;
- (b) Traffic and Transport; and
- (c) Adequacy of Social Infrastructure.

A discussion of these issues and planning comments in response to each is included below.

(a) Character and Amenity

Concerns were raised that the scale of the proposal was excessive and incompatible with the character of the locality. Submissions also raised concerns with respect to amenity impacts associated with noise and privacy, overshadowing and solar access and environmental impacts on the site.

Comment:***i) Compatibility of the proposal with the character of the locality***

With the opening of the Sydney Metro Northwest, the character of the broader Norwest Strategic Centre will continue to evolve into a high density transit centre accommodating a mix of uses within key sub-precincts. The vision for the future character of the Norwest Precinct is articulated within both the State Government's North West Rail Link Corridor Strategy and The Hills Corridor Strategy.

The North West Rail Link Corridor Strategy identifies the site as being within the High Density Apartment Living character area of the Precinct and envisages that future development will comprise buildings with a floor space ratio of around 3:1 and 4:1, carefully master planned around communal open spaces and incorporating landscaped setbacks to existing streetscapes. Under the North West Rail Link Corridor Strategy, the site could be expected to accommodate between 740 to 1,270 dwellings within a built form of up to 12 storeys in height. The Hills Corridor Strategy anticipates a density of 216 dwellings per hectare, which would equate to approximately 826 dwellings on this site.

The proposed yield of 864 dwellings is generally consistent with the density of development anticipated under both the NWRL Corridor Strategy and The Hills Corridor Strategy. Whilst the maximum height proposed (up to 26 storeys) is taller than what was previously anticipated on the site, the additional height has been proposed as part of a larger master planned development with significant transition of building heights across the site. In particular, the proposal includes lower scale buildings of 8, 12, 14, 15, 18, 20 and 22 storeys and sites the lowest scale buildings proximate to sensitive interfaces and existing residential development on the northern side of Spurway Drive.

In addition, the proposal demonstrates that through enabling additional building height, the proposed built form can adopt a more 'slender' form with minimal site coverage (restricted to 30%). This will enable substantially more landscaping and open space at ground level (70%) which will produce a less dominant built form (despite the height) than an alternative development for the same yield with lower heights and increased site coverage. While towers of this scale would not necessarily be appropriate on other development sites within

the Norwest Precinct, it has been demonstrated that the size, location and context of this specific development site enables such an outcome to be accommodated.

The proposed built form is also considered to be appropriate in the context of outcomes anticipated across the broader Norwest Strategic Centre and having regard to other proposed development within the surrounding locality, including the Norwest Station Site, the Esplanade, Spurway Drive, Fairway Drive and Maitland Place. A comparison of the heights of various proposals within the Norwest Precinct are shown in the following figure, which demonstrates that the building heights proposed on this site are generally in alignment with the scale of buildings anticipated throughout the Precinct.

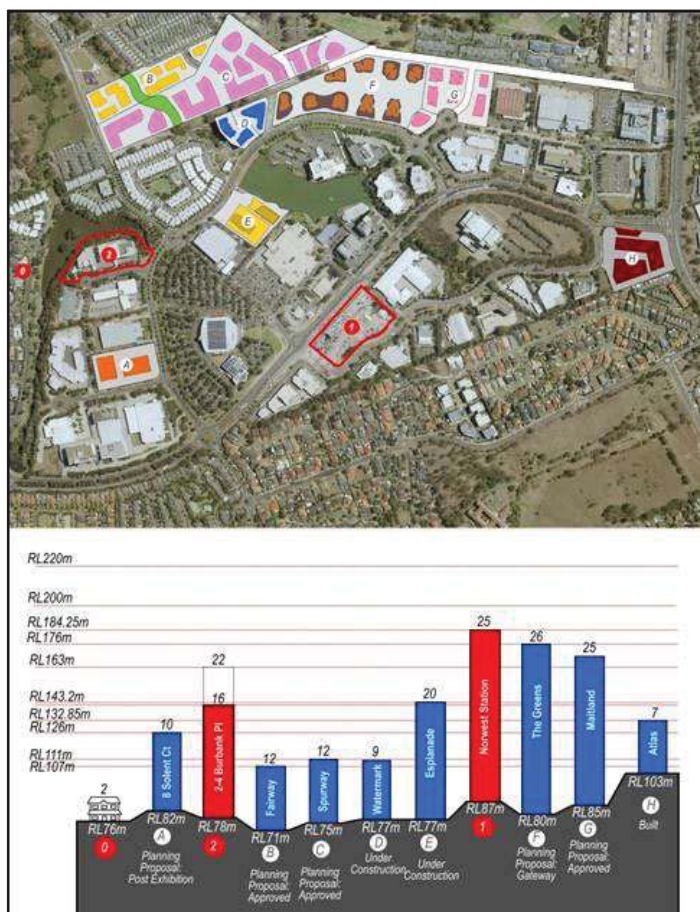


Figure 7

Approved and anticipated building heights within Norwest

ii) Noise and Privacy

The site is currently zoned for high density residential development and is located within area that is currently undergoing significant urban renewal and transformation. As development occurs, in order to ensure that appropriate levels of privacy is achieved for residents within the locality, development controls have been prepared to ensure that private open space and habitable rooms of proposed and existing residential dwellings are reasonably protected.

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These controls are included within the draft DCP and relate to:

- Building layout and orientation;
- Tower form;
- Location, size and placement of windows and balconies; and
- Screening devices.

The design of future development on site will also need to be consistent with Council's *State Environmental Planning Policy No.65 – Design Quality of Residential Flat Development* and the associated Apartment Design Guide which contains design requirements with respect to visual and acoustic privacy.

It is also noted that Clause 7.7 Design Excellence of LEP 2012 currently applies to all development with a height of 25 metres or more (around 8+ storeys). The provision requires that development consent must not be granted to development unless the consent authority considers that the development exhibits design excellence. This provision also enacts Council's Design Excellence Panel which will review any future application and provide recommendations on whether the development exhibits design excellence.

Noting that the site is identified for high density residential outcomes under both the current controls and strategic planning framework, it is considered that there will be adequate controls in place to guide appropriate outcomes with respect to noise and privacy at the development application stage.

iii) Overshadowing and Solar Access

Solar access diagrams prepared in support of the planning proposal and are provided below.

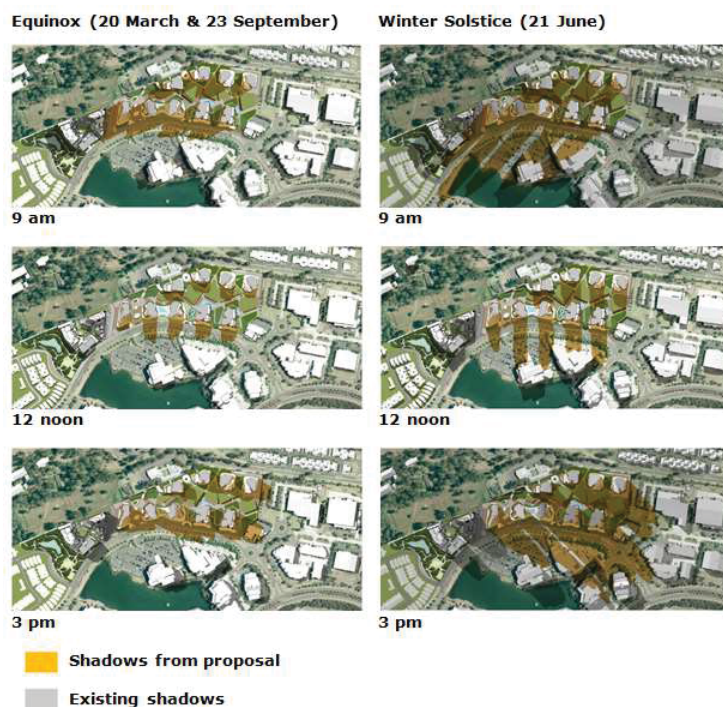


Figure 8
Solar access diagrams

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It is considered that the proposal is unlikely to result in any unreasonable overshadowing impacts, noting that:

- The proposal is capable of complying with the minimum solar access requirements specified within the DCP, with at least 72% of all units within the development receiving the a minimum of three hours of sunlight between 9am and 3pm in midwinter;
- The proposal does not result in any overshadowing of any existing residential development adjoining the site between 10am and 3pm in midwinter;
- The proposal results in minimal overshadowing of the public domain around Norwest Lake, with no overshadowing occurring after 11am in midwinter; and
- In comparison to development which could be achieved under the current controls, the proposal would result in less overshadowing of Solent Circuit due to the slender built form proposed.

It is acknowledged that the proposal will result in some overshadowing of commercial development to the south, reducing the solar access to the northern faces of these buildings and their car parks. However, this is considered to reasonable given the slender form of the buildings will still allow for solar penetration to these northern faces of the commercial buildings during midwinter.

Any future development application would be subject to the standard assessment process including assessment by the Norwest Planning and Design Review Panel and consideration by Council's Design Excellence Panel in accordance with the 'design excellence' provisions within LEP 2012.

iv) Environmental Impacts

It is considered unlikely that the proposal will have any environmental impacts given the site is cleared of vegetation and does not contain any critical habitat or threatened species, populations or ecological communities. There are no likely adverse environmental effects or identified natural hazards such as flooding, land slip or bushfire which would constrain future development of the site.

(b) Traffic and Transport

Submissions received made comments with respect to the following traffic and transport matters:

- Cumulative Traffic Impact - Public submissions raised concern that the cumulative impacts on the road network have not been adequately considered, especially on Spurway Drive, Solent Circuit and Norwest Boulevard.
- Bus Laydown Spaces - concern regarding the lack of bus laydown spaces and pedestrian provision.
- Excessive Parking Spaces - concern that too many parking spaces are being provided which further entrenches a car culture.

Planning comments in response to each matter are provided below.

Comment:*i) Cumulative Traffic Impact*

It is acknowledged that in the absence of cumulative traffic modelling for the broader Norwest Strategic Centre, it is difficult for Council or RMS to assess the cumulative impact of all development across the precinct including the infrastructure upgrades required and apportionment of these costs across all future development. Whilst broader precinct-wide modelling is underway it will take some time to complete.

Notwithstanding this, it is noted that the draft VPA between the Proponent and Council will secure \$6.5 million towards traffic infrastructure upgrades, which is considered to be a fair and reasonable contribution from this Proponent, proportionate to the demand for future local infrastructure upgrades likely to be generated by this individual proposal. Furthermore, it is noted that the Proponent is currently working with the RMS with respect to the preparation of a separate planning agreement to secure adequate contributions towards regional traffic infrastructure.

ii) Bus Laydown Spaces

Existing bus routes are located along Fairway Drive, Solent Circuit (east of Fairway Drive), Norwest Boulevard and Reston Grange. No bus routes currently adjoin the site and this situation is not projected to change in the near future. Future bus routes and services is a matter for consideration for Transport for NSW. It is noted that the site is within a 400 metre walking distance to bus services on Norwest Boulevard and any future development application would be required to ensure the provision of appropriate footpath treatment through and around the site. The draft VPA will also secure \$750,000 for footpath & cycleway improvements through the wider precinct. The site is also located within 550 metres walking distance from the newly opened Norwest Station.

iii) Excessive Parking Spaces

The provision of parking is regulated within Council's housing mix and diversity provision, which was agreed to as the result on lengthy negotiations between Council and the Department of Planning, Industry and Environment. These rates have been specified by the Department for inclusion within the provision and they correspond with the RMS' recommended visitor parking rates for high density development within Metropolitan Sub-regional centres (contained within the RMS Guide to Traffic Generating Development). The parking rates within the housing mix and diversity provision are considered to reasonably reflect anticipated future car ownership rates within the railway corridor.

(c) Adequacy of Social Infrastructure

Submissions raised concern that the additional population has not been adequately addressed through appropriate levels of investment in schools, hospitals and other local infrastructure. Concern was also raised that the proposed open spaces within the site would feel like private open space and that proposed upgrades around the Lake should not be considered as associated with this proposal.

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Comment:

It is noted that Schools and Hospitals are the responsibility of the NSW State Government and both the Department of Education and Health NSW are committed to planning for and delivering infrastructure to meet the needs of a growing population. Both Government agencies will need to continue to plan to ensure that the additional population growth which is forecast within all Sydney Metro Northwest Stations is adequately serviced with regional infrastructure. It is noted that the uplift sought through this proposal is largely consistent with the outcomes anticipated within the NSW Government's applicable strategic planning policies and as such, it is anticipated that Department of Education and Health NSW service planning will account for this forecast growth.

With respect to local infrastructure such as parks, playing fields, community facilities and local traffic upgrades, it is acknowledged that the proposal precedes the completion of detailed precinct planning for the Norwest Precinct and preparation of a Contributions Plan to levy development for additional local infrastructure. Given this, a VPA is the appropriate mechanism through which the developer can make a fair and reasonable contribution towards the provision of new local infrastructure in the future, proportionate to the demand likely to be generated by the proposed development.

The draft VPA submitted in support of this proposal would secure contributions from future development on the site with a total value of \$18.64 million which would be for the benefit of all residents and visitors to Norwest, not just the residents of this development. In particular, the draft VPA comprises works (signalised intersection at Solent Circuit (East) and Norwest Boulevard – which has since been completed, lighting and security measures within the public domain around Norwest Lake and inclusion of a public access easements over a minimum of 2,000m² of 'urban plaza' space within the development). In addition to this, the draft VPA secures a monetary contribution of \$16.14 million that Council will be able to expend on the provision of new local infrastructure servicing future growth within the Norwest Precinct in the future.

It is considered that the value of contributions offered through the draft VPA represents a fair and reasonable contribution from the Developer which is proportionate to the demand for local infrastructure likely to be generated by the proposal. In addition, it is noted that the Proponent is currently in separate negotiations with RMS and the Department with respect to an additional monetary contribution towards future regional traffic upgrades required to support growth within the Norwest Precinct.

IMPACTS**Financial**

The draft VPA secures contributions valued at \$18.64 million towards the provision of new local infrastructure. A portion of this (\$2.5 million) will be in the form of works completed by the developer, within minimal risk to Council. The remainder of the contribution under the draft VPA (\$16.14 million) would be in the form of a monetary contribution which Council will be able pool with current and future VPA or contribution plan funds to provide additional local infrastructure within the Norwest Precinct.

Strategic Plan - Hills Future

The proposal is consistent with the vision and objectives of The Hills Future – Community Strategic Plan as it will facilitate a desirable living environment and assist Council in meeting its growth targets within strategically identified locations. The associated VPA will secure a fair and reasonable contribution towards future infrastructure upgrades within the Norwest locality.

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RECOMMENDATION

1. The planning proposal for 40 Solent Circuit, Norwest (5/2015/PLP) be forwarded to the Department of Planning, Industry and Environment for finalisation, noting that Council does not have delegation to make the plan due to an outstanding public authority objection from the Roads and Maritime Services.
2. Draft amendments to The Hills Development Control Plan 2012 (Part D Section 8 - Norwest Town Centre - Residential Development) (Attachment 1) be adopted and come into force concurrent with notification of finalisation of the planning proposal (5/2015/PLP) being published on the NSW Legislation website.
3. Council enter into the Voluntary Planning Agreement for land at 40 Solent Circuit, Norwest (Attachment 2), incorporating post-exhibition amendments, and authorise Council's common Seal to be affixed to the Voluntary Planning Agreement.

ATTACHMENTS


1. Draft The Hills DCP 2012 Part D Section 8 – Norwest Town Centre Residential Development (40 Pages)
2. Draft Voluntary Planning Agreement, Part 40 Solent Circuit, Norwest (30 Pages)

ATTACHMENT 1

The Hills Development Control Plan (DCP) 2012

www.thehills.nsw.gov.au

THE HILLS
Sydney's Garden Shire



Part D Section 8
Norwest Town Centre
Residential Development

D8

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Part D Section 8

Norwest Town Centre – Residential Development

1. INTRODUCTION

This Section of the DCP must be read in conjunction with Part A – Introduction of this DCP.

1.1. LAND TO WHICH THIS SECTION OF THE DCP APPLIES

This Section of the plan applies to ~~Lot 21 DP 1034506, Solent Circuit, Baulkham Hills and Lot 301 DP 819129, Fairway Drive, Kellyville~~ properties at Peninsula Way, Central Park Avenue, Lakeside Crescent and 36-40 Solent Circuit, Baulkham Hills. It constitutes the residential component of the Norwest Business Park Town Centre, and is referred to in this Section as the Norwest Town Centre Residential Development. Figure 1 on the following page shows the location of the site.

1.2. AIMS AND OBJECTIVES OF THIS SECTION OF THE DCP

The aim of this Section is to identify the built form parameters for a mix of housing styles.

Council's primary objectives for residential development along Solent Circuit, in the Norwest Business Park are to:

- (i) *Encourage a high standard, aesthetically pleasing, and functional residential estate of various densities that sympathetically relates to existing and future adjoining development.*
- (ii) *Encourage innovative and imaginative designs with particular emphasis on the integration of buildings, landscaped areas and community recreational uses.*
- (iii) *Ensure residential development incorporates the principles of Ecological Sustainable Development.*

1.3. NORWEST PLANNING AND DESIGN REVIEW PANEL

The site comes under the provisions of the Norwest Master Scheme dated 2nd September 1992 which requires all land owners to consult with the Norwest Planning and Design Review Panel and obtain approval from the Body Corporate of the Norwest Association Limited prior to lodgement of a development application.

Council has in place a design review panel for development within the Norwest Business Park. The Norwest Planning and Design Review Panel consists of Senior The Hills Shire Planners, Mulpha Norwest Limited representatives and external expert advisors.

Applicants should provide evidence that consent has been granted by the Norwest Association Limited for submission of the development application.

2. NORWEST TOWN CENTRE RESIDENTIAL PRECINCT**Site Vision Statement**

The Norwest Town Centre Residential Development aims to provide a choice of housing to meet the needs of different people and to cater for a variety of lifestyle expectations.

It also strives to offer alternative dwelling types to those currently available at Norwest.

In keeping with the extensive structured open space network of the Business Park, the new residential area is to be designed as a collection of buildings within a parkland setting.

Views from buildings within the site to adjacent open spaces including Norwest Lake are to be maximised.

Buildings are to incorporate a palette of materials and construction techniques that not only respond to existing buildings adjacent to the site, but also create a unique identity for this residential community.

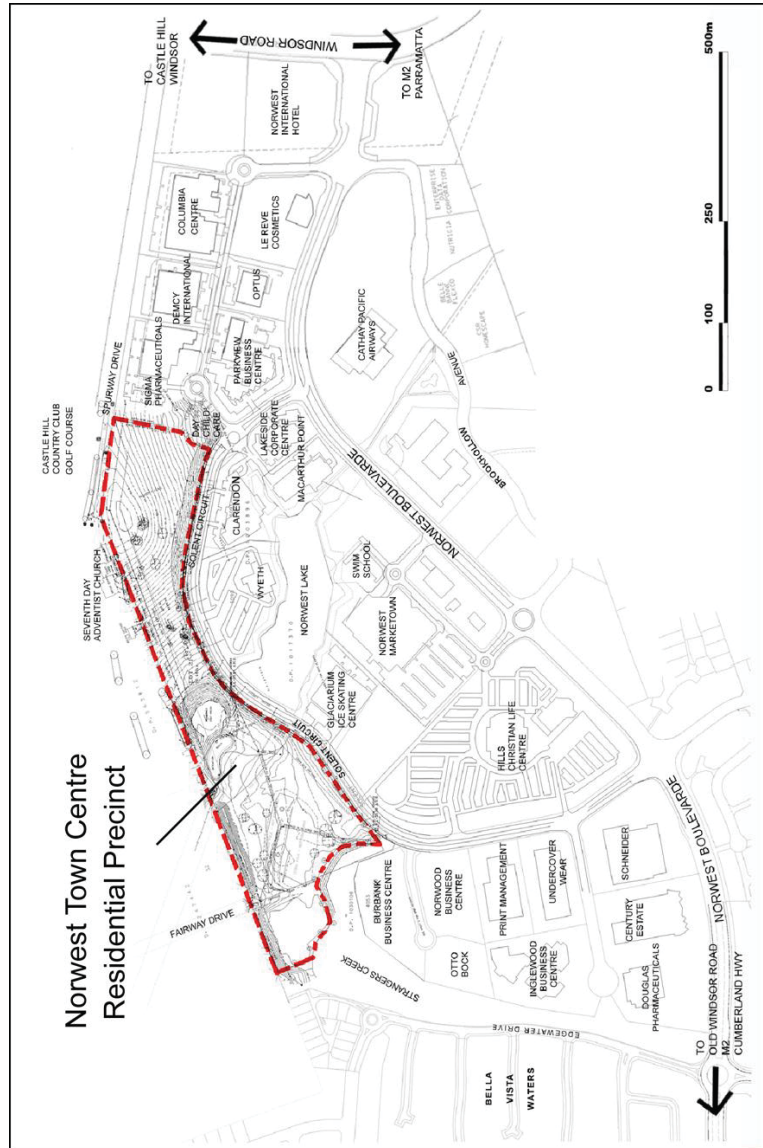


Figure 1 – Location of subject site

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Part D Section 8

Norwest Town Centre —Residential Development

The existing **and proposed** buildings of the Town Centre, in association with Norwest Lake, provide a central focus and landmark for the Business Park and create a strong identity for the Town Centre.

The Norwest Town Centre Residential Development must respect and respond to the scale and character of the commercial buildings in the Town Centre whilst providing a continuity of building forms which is sympathetic to the adjacent residential areas (existing and proposed).

The new residential buildings are to illustrate a subtle transformation of architectural types from the large scale, simple, modern Town Centre commercial buildings to the eclectic detached dwellings within Bella Vista Waters.

Residential buildings adjacent to the commercial buildings of the Town Centre are to be large scale to complement the existing buildings but are to be articulated to create smaller scale components. They are to possess a level of detail and warmth that provides a high quality residential appearance and promotes a sense of ownership by residents.

3. OBJECTIVES AND DEVELOPMENT CONTROLS

The site has been divided into three precincts by the existing wetland detention basin and the Fairway Drive Road reservation that will connect into the Balmoral Release Area.

Figure 2 on the next page shows the three precincts. The three precincts are:-

- East Precinct
- Central Precinct
- West Precinct

In addition to those policies, guidelines and documents specified in Section 1.4 of Part A – Introduction, this Norwest Town Centre Residential Development Section is to be read in conjunction with other relevant Sections including:

- Part B Section 4 – Multi Dwelling Housing.
- Part B Section 5 – Residential Flat Buildings.
- Part C Section 1 – Parking.
- Part C Section 3 – Landscaping.
- Part C Section 6 – Flood Controlled Land

- Part D Section 5 – Kellyville/Rouse Hill Release Area; and
- Norwest Master Scheme dated 2nd September, 1992.

In the event of any inconsistency between this Section of the DCP and any other Section, the provisions of this Section shall prevail to the extent of the inconsistency.

3.1. DENSITY CONTROLS

The maximum **populationdwelling** density permitted for the site is **175 216 personsdwellings** per hectare **with a desirable range between 150 175 persons per hectare**. This density should be distributed with **168 dwellings per hectare in East Precinct area A and 226 dwellings per hectare in East Precinct area B as shown in Figure 3 in Appendix 1**. The density is based upon the occupancy rates in Table 1.9 below.

Table 1 Occupancy rates

Dwelling Type	Occupancy rate (Persons)
1 bedroom unit/dwelling	1.3
2 bedroom unit/dwelling	2.1
3 bedroom unit/dwelling	2.7
4 bedroom unit/dwelling	3.5

Table 1 – OCCUPANCY RATES

The overall maximum site density should not be considered as a desired yield for each precinct. The yield /density of each precinct will be dependent on the desired future character of each Precinct and the requirement to provide a range of densities over the entire site. This allows a transition of scale and density from the lower scale and less dense West Precinct to the higher scale and denser East Precinct.

Densities will therefore range from being generally lower than the allowable overall maximum site density in the West Precinct and higher in the East Precinct.

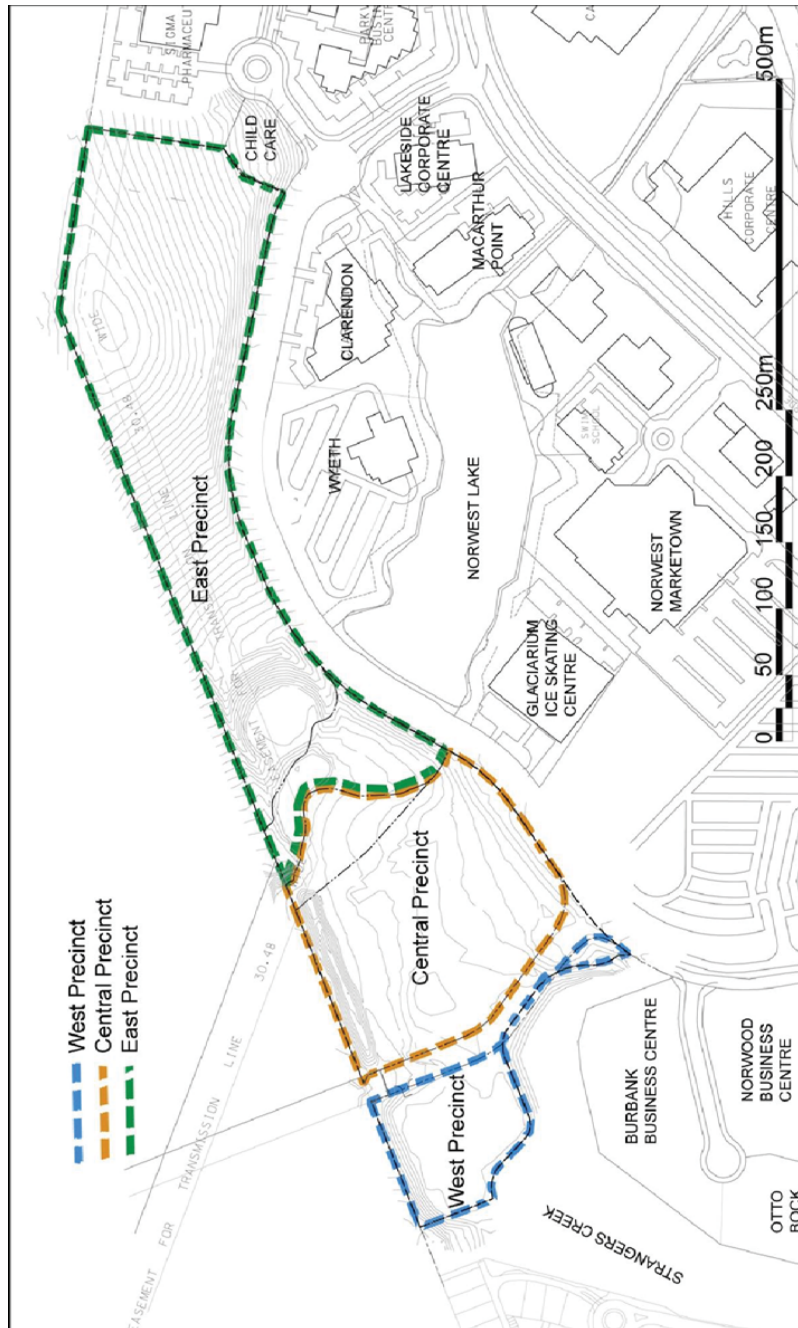


Figure 2 – Location of subject site precincts

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Part D Section 8

Norwest Town Centre – Residential Development

3.2. EAST PRECINCT**3.2.1. DESIRED FUTURE CHARACTER STATEMENT**

The East Precinct is to provide residential flat buildings in a landscaped parkland setting. The density of residential flat buildings is to reflect the scale of the commercial buildings located in the Norwest Business Park adjoining Solent Circuit.

Setbacks are to complement the Norwest Business Park setting and contribute to the landscaped character while allowing flexibility in the siting of buildings. The setbacks of proposed buildings are to minimise adverse impacts such as overshadowing and privacy on adjacent and adjoining properties.

Residential flat building heights are to ensure that buildings reflect the scale and height of the adjoining business park development **appropriate for a Specialised Centre with a railway station**. Residential flat buildings have been sited to minimise overshadowing of adjoining properties and communal open space areas. Residential flat buildings have been placed (following the topography of the site) to provide transition in building scale and to provide natural ventilation, solar access, outlook to residential flat buildings and year round sunlight to communal open spaces.

Communal open space for residents is to be provided in a parkland setting in addition to private open space being an extension of the main living areas of individual residential units. This open space should enhance the quality of the built environment by providing opportunities for landscaping in a parkland setting as well as provide a visual and active focus for the new residential community created through this development. All Communal open space areas are to accommodate appropriate facilities such as picnic and barbecue areas, children's play area and grassed areas for passive recreational use. Consideration should be given to the provision of a community building with recreational facilities such as a swimming pool, gymnasium and functional space to allow for resident meetings.

Car parking is to be sufficient and convenient for residents and visitors to residential flat buildings. Vehicles should be able to enter and leave residential flat buildings in a simple, safe and efficient manner.

Streetscapes are to be resident and visitor friendly in a landscaped setting associated with a street hierarchy that promotes a safe pedestrian and vehicular environment.

3.2.2. BUILT FORM CONTROLS**A. SITE PLANNING****OBJECTIVES**

- (i) *To achieve coherent site planning and development that relates to the natural contours of the site and contributes to the character of the area.*
- (ii) *To provide for the effective management of common open spaces within the development.*

PERFORMANCE CRITERIA

Nil

DEVELOPMENT CONTROLS

- (a) Future development is to be located generally in accordance with Figure 3 in Appendix 1.
- (b) The **overall** site coverage shall be a maximum of 50% of the site area.
- (c) **The site coverage shall be a maximum of 30% of the East Precinct area B site area as shown in Figure 3 in Appendix 1.**

B. RESIDENTIAL FLAT BUILDING SIZE**OBJECTIVES**

- (i) *To ensure that individual residential units are of a size suitable to meet the needs of residents.*
- (ii) *To ensure the layout of residential units is efficient and achieves a high level of residential amenity.*

PERFORMANCE CRITERIA

- a) Residential flat buildings are to satisfy the Design Quality Principles listed in State Environmental Planning Policy No.65 – Design Quality of Residential Flat Development.

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Part D Section 8

Norwest Town Centre - Residential Development

DEVELOPMENT CONTROL

- (a) Internal layouts and size of residential units are to be in accordance with the development controls contained within Part B Section 5 – Residential Flat Buildings.

C. SETBACKS**OBJECTIVES**

- (i) *To provide setbacks that complements the landscape setting of the Norwest Business Park.*
- (ii) *To provide privacy for future residents within a parkland setting.*
- (iii) *To minimise overshadowing of communal open space areas.*

PERFORMANCE CRITERIA

- a) Setbacks are to complement the Norwest Business Park setting and contribute to the landscaped character of the precinct while allowing flexibility in the siting of buildings.

DEVELOPMENT CONTROL

- (a) The setbacks for the East Precinct shall be in accordance with the minimum setbacks outlined in Table 2 below.

Table 2 – SETBACKS**Table 2 Setbacks**

Solent Circuit	10 metres
North boundary	14 metres
East boundary	12 metres
West boundary	12 metres

- (b) The internal setbacks for the proposed residential flat buildings located in the East Precinct shall be in accordance with the minimum setbacks outlined in Table 3.

Table 3 – INTERNAL SETBACKS**Table 3 Internal setbacks**

Main entry road	8 metres
Access street	4 metres
Between buildings (balcony to balcony)	8 metres

D. RESIDENTIAL FLAT BUILDING HEIGHT**OBJECTIVES**

- (i) *To ensure that residential flat buildings reflect the height and scale of the Norwest Business Park and respond to the site's topography.*
- (ii) *To minimise overshadowing of adjoining properties and communal open space areas.*

PERFORMANCE CRITERIA

- a) Building heights are to encourage a transition of scale from the lower scale Bella Vista Waters Residential Estate and West Precinct to the larger scale buildings on the eastern side of the Norwest Town Centre.

DEVELOPMENT CONTROLS

- (a) The maximum number of storeys shall be in accordance with Figure 4 in Appendix 1.
- (b) The maximum building heights allowable on the site shall be measured vertically from natural ground level. Basement parking shall protrude no more than one metre above natural ground level.

E. OPEN SPACE**OBJECTIVES**

- (i) *To provide open space for recreation and for use by the future occupants of the new buildings.*
- (ii) *To enhance the quality of the built environment by providing opportunities for landscaping in a parkland setting.*
- (iii) *To provide private open space that forms an extension of the residential flat building for the enjoyment of residents.*
- (iv) *To provide functional common open space areas for informal recreational use by future residents.*

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PERFORMANCE CRITERIA

- a) Open space is to have regard to such requirements as solar access, outlook, privacy and the provision of common open space facilities.
- b) Each dwelling shall provide an area of useable private open space, or private courtyard area, which has direct access from the dwelling.

DEVELOPMENT CONTROLS**Landscaped Area**

- (a) A minimum of 50% landscaped area shall be provided over the entire precinct.

Private Open Space

- (b) For residential flats at ground level, opportunity must be made available for courtyards where the topography permits. All ground level courtyards must have a minimum area of 24m² and a minimum dimension of 4 metres. Courtyards are to be located directly in front of the dwelling's main living area and be capable of accommodating outdoor dining facilities and/or furniture.
- (c) Design techniques are encouraged to protect the privacy of ground floor courtyards from overlooking by above ground units, ground level communal areas and accessways.
- (d) Usable open space above ground floor is to be in the form of balconies adjacent to the main living area of the residential flat. Balconies are to have a total minimum area of 10m² with a minimum depth of 2.4 metres for balcony areas directly outside the main living area of residential flat. Balconies must be capable of accommodating outdoor dining facilities and/or furniture.

Common Open Space

- (e) To provide for the recreational needs of residents, common open space areas are to be provided in the locations as shown in Figure 5, Appendix 1.

F. CAR PARKING AND ACCESS**OBJECTIVES**

- (i) To provide sufficient and convenient parking for residents and visitors.
- (ii) To ensure that vehicles may enter and leave the residential flat buildings in a safe and efficient manner.
- (iii) To provide a legible and permeable road network.

PERFORMANCE CRITERIA

- a) Car parking shall be located underground where practicable to minimise the height of buildings above natural ground level.
- b) Visitor parking is to be located in easily accessible and identifiable areas.
- c) Adequate provision shall be made for service vehicles' access and service areas.

DEVELOPMENT CONTROLS

- (a) Refer to Part C Section 1 - Parking.

3.3. CENTRAL PRECINCT**3.3.1. DESIRED FUTURE CHARACTER STATEMENT**

The Central Precinct will comprise lower scale residential flat buildings, interspersed with groupings of multi dwelling housing and small lot housing.

Development in this precinct will maintain the high quality landscaping that flows through from the parkland setting established in the Norwest Business Park.

Residential flat buildings will flank the Norwest Lake frontage of the precinct, the northern end of Fairway Drive (fronting the West Precinct) and the public open space (wetland park) between the Central Precinct and the East Precinct. Multi dwelling housing will front Solent Circuit, the southern end of Fairway Drive and the north and south boundaries of the neighbourhood park. Small lot housing will front the northern boundary to the Central Precinct.

The density of development will reflect a transition of scale between the larger residential flat buildings

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located in the East Precinct and the smaller scale small lot housing, multi dwelling housing and residential flat building in the West Precinct.

Setbacks to Solent Circuit, the wetland basin, Fairway Drive and the northern boundary are to complement the Norwest Business Park and parkland setting.

Multi dwelling housing, residential flat buildings and small lot housing setbacks to proposed internal streets are to ensure adequate provision for landscaping, vehicle parking for residents, and private open space at ground level.

Building heights are to create a transition of scale between the higher densities in the East Precinct and the lower density multi dwelling housing, small lot housing and residential flat buildings in the West Precinct.

Residential flat buildings are to step down in height to provide a transition in building scale and to ensure adequate solar access to the private and communal open spaces within the Precinct. The multi dwelling housing and small lot housing are to be of a high design quality to ensure a good visual amenity when viewed from within the Norwest Business Park and surrounding areas.

A neighbourhood park is to be provided for residents in this precinct. This shall be in a parkland setting with informal and formal open space with a children's playground, picnic and barbecue facilities.

Resident car parking for residential flat buildings, where practical is to be provided below ground to reduce building heights or screened from view to enhance residential amenity whilst visitor parking will be provided on grade and integrated into the landscaped areas.

Resident car parking for the multi dwelling housing and small lot housing component should be provided above ground in a traditional garage configuration and is to be accessed from a shared pedestrian friendly neighbourhood road to provide a safe environment for residents.

Visitor parking for the multi dwelling housing and small lot housing component is to be located at finished ground level between the garage façade and street frontage. Visitors will be provided with on-street parking spaces for residential flats that are specifically integrated within the site's landscaped areas.

Multi dwelling housing and small lot housing development is to be of high visual quality, demonstrating good internal layout and external design.

Building materials are to promote an integrated, visually harmonious and attractive development that complements the Norwest Business Park surrounds and the nearby emerging Bella Vista Waters residential precinct. Colours and materials used are to be visually pleasing and not be out of character with the locality.

3.3.2. BUILT FORM CONTROLS**A. SITE PLANNING****OBJECTIVE**

- (i) *To achieve coherent site planning and development that relates to the natural contours of the site and contributes to the character of the area.*

PERFORMANCE CRITERIA

Nil

DEVELOPMENT CONTROLS

- (a) Future development to be located generally in accordance with Figure 76 in Appendix 2.
- (b) The site coverage shall be a maximum of 60% of the site area. The Central Precinct is a development in accordance with Part D Section 5 – Kellyville Rouse Hill Release Area (Section 4 Housing as per clause 4.1B of The Hills LEP 2012).

B. DWELLING SIZE**OBJECTIVES**

- (i) *To ensure that dwelling types are of a size suitable to meet the needs of residents.*
- (ii) *To ensure the layout of dwelling types are efficient and achieve a high level of residential amenity.*

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DEVELOPMENT CONTROL

- (a) Internal layout and size of residential flats are to be in accordance with the development controls contained within Part B Section 4 – Multi Dwelling Housing and Part B Section 5 – Residential Flat Buildings.

C. SETBACKS**OBJECTIVES**

- (i) *To provide setbacks that complement the landscape setting of the Norwest Business Park.*
- (ii) *To provide privacy for future residents within a parkland setting.*
- (iii) *To minimise overshadowing of communal open space areas.*

PERFORMANCE CRITERIA

- a) Residential flat building setbacks to Solent Circuit, the wetland basin and Fairway Drive should complement the Norwest Business Park setting.
- b) Multi dwelling housing and small lot housing setbacks should ensure adequate provision for landscaping, vehicle parking and private open space.

DEVELOPMENT CONTROLS

- (a) The setbacks for the Central Precinct shall be in accordance with the minimum setbacks outlined in Table 4 below.

Table 4 Setbacks

Residential Flat Buildings	
Solent Circuit	10 metres
Fairway Drive	6.0 metres
Eastern boundary (Wetland park)	4.5 metres
Multi Dwelling Housing	
Solent Circuit	4.5 metres
Fairway Drive	4.5 metres
Access Street	4.5 metres
Small Lot Housing	
Northern boundary	3.0 metres
Fairway Drive	4.5 metres

- (b) The internal setbacks of the proposed residential flat buildings, multi dwelling housing and small lot housing shall be in accordance with minimum setbacks outlined in Table 5.0.

Table 5 Internal setbacks

Residential Flat Buildings	
Main entry road	4.5 metres
Access Street	4.5 metres
Side boundary	4.5 metres
Multi Dwelling Housing	
Main garage to primary street	5.5 metres
Side boundary (intermediate lot)	0.0 metres
Side boundary (end lot)	1 metre
Side boundary (corner lot)	4.5 metres
Rear boundary	3.0 metres

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Small Lot Housing	
Main garage to primary street	5.5 metres
Access Street	4.5 metres
Side boundary (zero setback for garage and laundry)	.09 metres

D. BUILDING HEIGHT**OBJECTIVES**

- (i) To provide a transition in building scale, building heights should step down where adjoining multi dwelling houses and small lot housing.
- (ii) To minimise overshadowing of adjoining properties and communal open space areas.

PERFORMANCE CRITERIA

- a) Building heights are to encourage a transition of scale from the multi dwelling housing and small lot housing in the West Precinct and larger scale residential flats in the East Precinct.

DEVELOPMENT CONTROLS

- (a) The maximum number of storeys are to be in accordance with Figure 87 in Appendix 2.
- (b) The maximum building heights allowable on the site shall be measured vertically from natural ground level. Basement parking shall not protrude more than one metre above natural ground level.

E. OPEN SPACE**OBJECTIVES**

- (i) To provide open space for recreation and for use by the future occupants.
- (ii) To enhance the quality of the built environment by providing opportunities for landscaping in a parkland setting.
- (iii) To provide private open space that forms an extension of the dwelling for the enjoyment of residents.

- (iv) To provide functional common open space for informal recreational use by future residents.

PERFORMANCE CRITERIA

- a) Open space is to have regard to such requirements as solar access, outlook, privacy and the provision of common open space facilities.
- b) Each dwelling shall provide an area of useable private open space, or private courtyard area, which has direct access from the dwelling.

DEVELOPMENT CONTROLS**Landscaped Area**

- (a) A minimum of 40% landscaped area shall be provided over the precinct.

Private Open Space – Residential Flat Buildings

- (b) For residential units at ground level, opportunity must be made available for courtyards where the topography permits. All ground level courtyards must have a minimum area of 24m² and a minimum dimension of 4m. Courtyards are to be located directly in front of the dwelling's main living area, and be capable of accommodating outdoor dining facilities and/or furniture.
- (c) Usable open space above ground floor is to be in the form of balconies adjacent to the main living area of the residential units. Balconies are to have a total minimum area of 10m² with a minimum depth of 2.4 metres for balcony areas directly outside the main living area of residential units. Balconies must be capable of accommodating outdoor dining facilities and/or furniture.

Private Open Space – Multi Dwelling Housing and Small Lot Houses

- (d) For multi dwelling housing and small lot housing, ground floor private open space should be provided off main living areas and be designed to provide for outdoor furniture and dining facilities, perimeter screen landscaping and a lawn area capable of accommodating a clothes line.
- (e) Design techniques are encouraged to protect the privacy of ground floor courtyards from

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overlooking by above ground units, ground level communal areas and access ways.

- (f) Private open space for multi dwelling housing is to have a minimum of 50m². One part of the private open space area is to have a minimum area of 24m² with a minimum dimension of 4 metres and be contiguous with the living area of the dwelling for which it is provided.
- (g) If useable open space is provided above ground floor for multi dwelling houses in the form of balconies it is to have minimum area of 10m² and a minimum depth of 2.4 metres for balcony areas directly adjacent to the dwelling's main living room. Balconies must be capable of accommodating outdoor dining facilities and/or furniture.
- (h) Private open space for small lot housing is to have a minimum area equivalent to 20% of the allotment area and a minimum dimension of 2.0 metres. One part of the private open space area is to have a minimum area of 24m² with a minimum dimension of 4 metres and be contiguous with the living area of the dwelling for which it is provided.

Common Open Space

- (i) To provide for the recreation needs of residents in residential units, multi dwelling housing, common open space areas in the form of a neighbourhood park are to be provided as shown in Figure 98 in Appendix 2.

F. CAR PARKING AND ACCESS**OBJECTIVES**

- (i) *To provide sufficient and convenient parking for residents and visitors.*
- (ii) *To ensure that vehicles may enter and leave the dwellings in a safe and efficient manner.*

PERFORMANCE CRITERIA

- a) Car parking shall be located underground where practicable for residential flat buildings to minimise the height of buildings above natural ground level or, if located at grade, be screened from view to minimise the visual impact.
- b) Resident car parking for multi dwelling housing and small lot housing can be either provided

below ground or above ground in a traditional garage configuration.

- c) Visitor parking shall be located within easily accessible and identifiable areas.
- d) Adequate provision shall be made for service vehicles.

DEVELOPMENT CONTROLS**Car parking**

- (a) All car parking areas and spaces shall be designed in accordance with Part C Section 1 - Parking.
- (b) For multi dwelling housing and small lot housing, visitor car parking is to be made available on the individual dwelling driveway within the building line, between the garage and the primary street frontage. Visitor parking may also be provided in designated on street parking bays which are integrated with the site's landscape design.
- (c) Generally, resident car parking for residential flat buildings is to be provided below natural ground level and visitor parking will be provided on grade to minimise the impact of above ground parking on the site.
- (d) Satisfactory provisions should be made for service vehicles, such as furniture removal vehicles to be able to service each residential flat building and circulate through the site.

Driveways

- (e) A street hierarchy system is to be provided in accordance with the street network plan shown in Figure 109 Appendix 2.
- (f) The design and configuration of access ways and driveways shall be in accordance with Part C Section 1 - Parking.

3.4. WEST PRECINCT**3.4.1. DESIRED FUTURE CHARACTER STATEMENT**

The West Precinct will consist of small lot housing, multi dwelling housing and residential flat buildings. Small lot housing will front Strangers Creek. Multi dwelling housing will be located along the northern boundary and the residential flat building block will front Fairway Drive.

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Small lot housing will complement the emerging Bella Vista Waters residential area using a mix of building materials such as masonry, stone, render and timber.

Small lot housing and multi dwelling housing are to consist of modulated facades for visual interest to break up horizontal and vertical elements. This will be assisted with varying roof forms.

The residential flat building will reflect both the low scale vernacular architectural language at Bella Vista Waters as well as the commercial buildings in the Norwest Business Park.

The density of development will complement the 2 storey character of the emerging Bella Vista Waters residential area within a neighbourhood landscaped setting.

The residential flat building will form the transition between the low scale 2 storey residential buildings and the taller buildings to the east of Fairway Drive and the Norwest Business Park.

It is important that private open space creates a strong indoor/outdoor spatial relationship to maximise amenity for residents.

A small access street will service the small lot housing and a portion of the visitor car parking provision for the residential flat building and multi dwelling housing. The remaining visitor car parking spaces may be provided within the basement. It will be tree-lined, and provided with a footpath and verge planting. Multi dwelling housing resident car parking is to be provided below ground level and accessed from Fairway Drive generally in accordance with the access plan for the site.

A small neighbourhood pocket park is to be provided with a small children's playground and seating to provide a focus point in the street.

3.4.2. BUILT FORM CONTROLS**A. SITE PLANNING****OBJECTIVE**

- (i) *To achieve coherent site planning and development that relates to the natural contours of the site and contributes to the character of the area.*

PERFORMANCE CRITERIA

Nil

DEVELOPMENT CONTROLS

- (a) Future development to be located generally in accordance with Figure 11 in Appendix 3.
- (b) The site coverage shall be a maximum of 60% of the site area. The West Precinct is an integrated housing development in accordance with Part D Section 5 – Kellyville / Rouse Hill Release Area.

B. DWELLING SIZE**OBJECTIVES**

- (i) *To ensure that dwelling types are of a size suitable to meet the needs of residents.*
- (ii) *To ensure the layout of dwelling types are efficient and achieve a high level of residential amenity.*

DEVELOPMENT CONTROLS

- (a) Refer to Part B Section 4 – Multi Dwelling Housing and Part B Section 5 – Residential Flat Buildings.

C. SETBACKS**OBJECTIVES**

- (i) *To provide setbacks that allow for landscaped frontages and rear private open space.*
- (ii) *To provide privacy for future residents and solar access.*

PERFORMANCE CRITERIA

- a) Setbacks should ensure adequate provision for landscaping, vehicle parking and private open space.
- b) Setbacks for the West Precinct will allow for landscaped frontages and rear private open space for the enjoyment of residents. Side setbacks will allow for adequate building separation, and a mixture of landscaping and fencing to provide a sense of privacy and security.

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DEVELOPMENT CONTROLS

- (a) The setbacks for the West Precinct shall be in accordance with the minimum setbacks outlined in Table 6 below.

Table 6 Setbacks

Multi dwelling housing	
Fairway Drive North boundary	4.5 metres
• to face of dwelling:	7.5 metres
• to face of basement carpark:	2.5 metres
Access Street	4.5 metres
Small lot housing	
Fairway Drive	4.5 metres
Waterfront boundary	3.0 metres
Residential flat building	
Fairway Drive	6.0 metres

- (b) The internal setbacks of the proposed residential flat buildings, multi dwelling housing and small lot housing shall be in accordance with the minimum setbacks outlined in Table 7.0.

Table 7 Internal setback

Multi dwelling housing	
Access Street	3.0 metres
Side boundary (intermediate lot)	0.0 metres
Side boundary (end lot)	1.0 metre
Side boundary (corner lot)	4.5 metres
Small lot housing	
Main garage of primary street	5.5 metres
Side boundary (zero setback for garage and laundry)	0.9 metres
Residential flat buildings	
Main entry road	4.5 metres
Side boundary	3.5 metres
(northern) Access street	4.5 metres

D. BUILDING HEIGHT**OBJECTIVES**

- (i) To complement the emerging Bella Vista Waters residential estate, the building heights should be no greater than 3 storeys.
- (ii) To minimise overshadowing of adjoining properties and open space areas.

PERFORMANCE CRITERIA

- a) Building heights are to complement the lower scale of development in the emerging Bella Vista Waters residential estate but also reflect the vision of the Norwest Town Centre Residential Development as the transition between the traditional residential developments to the west and the commercial developments at the Norwest Business Park.

DEVELOPMENT CONTROLS

- (a) The maximum number of storeys shall be in accordance with Figure 12 in Appendix 3.
- (b) The maximum building heights allowable on the site shall be measured vertically from natural ground level. Basement parking shall not protrude more than one metre above natural ground level.

E. OPEN SPACE**OBJECTIVES**

- (i) To provide open space for recreation and for use by the future occupants of new dwellings.
- (ii) To enhance the quality of the built environment by providing opportunities for landscaping in a parkland setting.
- (iii) To provide private open space as an extension of the dwelling for the enjoyment of residents.
- (iv) To provide functional common open space areas for informal recreational use by future residents.

PERFORMANCE CRITERIA

- a) Open space is to have regard to such requirements as solar access, outlook, privacy

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and the provision of common open space facilities.

- b) Each dwelling shall provide an area of useable private open space, or private courtyard area, which has direct access from the dwelling.

DEVELOPMENT CONTROLS**Landscaped Area**

- (a) A minimum of 40% landscaped area shall be provided over the entire precinct.

Private Open Space

- (b) Ground floor private open space should be provided off main living areas and designed to accommodate outdoor furniture, perimeter screen landscaping and a courtyard area capable of accommodating a clothes line.
- (c) The privacy of ground floor private open space is to be achieved via the design of the development.
- (d) Private open space for multi dwelling housings is to have a minimum of 50m². One part of the private open space area is to have a minimum area of 24m² with a minimum dimension of 4 metres and be contiguous with the living area of the dwelling for which it is provided.
- (e) If usable open space is provided above ground floor for multi dwelling housing and residential flat buildings in the form of balconies it is to have a minimum area of 10m² and a minimum depth of 2.4 metres for balconies directly adjacent to the main living room. Balconies must be capable of accommodating outdoor dining facilities and/or furniture.
- (f) Private open space for small lot housing is to have a minimum area equivalent to 20% of the allotment area and a minimum dimension of 2 metres. One part of the private open space area is to have a minimum area of 24m² with a minimum dimension of 4 metres and be contiguous with the living area of the dwelling for which it is provided.

Common Open Space

- (g) To provide for the recreational needs of residents, a common open space is to be provided in the form of a neighbourhood pocket park as shown in Figure 13 in Appendix 3.

F. CAR PARKING AND ACCESS**OBJECTIVES**

- (i) To provide sufficient and convenient parking for residents and visitors.
- (ii) To ensure that vehicles may enter and leave the dwellings in a safe and efficient manner.

PERFORMANCE CRITERIA

- a) Car parking may be located underground where practicable to minimise the visual impact of garages. Where parking is provided above ground it should be located in a traditional garage or carport arrangement which is integrated with the design of the dwelling and which provides an effective screen to the dwelling's main street presentation.
- b) Resident car parking for the multi dwelling housing, small lot housing and residential flat buildings can be either provided below ground or above ground in a traditional garage configuration.
- c) Visitor parking may be provided on the dwelling driveway within the front setback area, within designated on-street parking bays or underground within a basement.
- d) Adequate provision shall be made for service vehicles.

DEVELOPMENT CONTROLS**Car parking**

- (a) Refer to car parking rates for residential flat buildings.
- (b) All car parking areas and spaces shall be designed in accordance with Part C Section 1 – Parking.
- (c) Resident car parking for multi dwelling housing can be provided either within a basement parking configuration or at finished ground level within a traditional garage arrangement. Visitor parking for multi dwelling houses and residential flat buildings will be provided either at finished ground level within dedicated on-street parking bays which are integrated with the site landscape design or within a basement configuration.

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- (d) Car parking for the small lot housing is to be in the form of a traditional garage and outdoor visitor spaces are to be located in the setback area between the garage and the primary street frontage of dwellings.
- (e) Where visitor car parking spaces are proposed within the basement of residential flat buildings or multi dwelling housing they shall be made accessible at all times.

Driveways

- (f) A street hierarchy system is to be provided in accordance with the street network plan shown in Figure 14 of Appendix 3.
- (g) The design and configuration of access driveways shall be in accordance with Part C Section 1 - Parking.

4. GENERAL DEVELOPMENT STANDARDS

4.1. ADAPTABLE HOUSING

In order to provide for disabled people and the aging population, residential flat buildings must be capable of adaptation so as to accommodate residents who may have special needs, declining mobility and sight. This is in addition to being appropriately designed for everyday pedestrian use.

OBJECTIVES

- (i) *To ensure that developments provide appropriate and improved access and facilities for all persons (consistent with the provisions of Australian Standard AS1428.1-1998).*
- (ii) *To ensure designers/developers consider the needs of people who are mobility impaired and to provide greater than the minimum requirements for access and road safety.*
- (iii) *To ensure that building design does not prevent access by people with disabilities.*
- (iv) *To incorporate design measures that are appropriate for people with disabilities.*

PERFORMANCE CRITERIA

- a) Development to provide housing for a cross section of the community.

- b) All development applications for residential flat buildings and multi dwelling housing should be accompanied by a report prepared by a suitably qualified Access Consultant addressing access and mobility provisions within the development.

DEVELOPMENT CONTROLS

- (a) All residential units required under this Section to be adaptable dwellings and those which cannot be directly accessed from ground level are to be served by a lift.
- (b) Units with a lowest floor level within 1.5 metres of the natural ground must be accessible to the front door of each unit.
- (c) At least one unit in each residential flat building with less than 20 units, or 5 percent of the units in any development of 20 or more units, must be either:
 - An accessible unit to AS 1428 Part 2, suitable for occupation by a wheelchair user; or
 - Meeting Class B adaptability provisions under AS 4299.

Each unit so provided above shall have an accessible car parking bay complying with AS 2890 for people with a disability, and be accessible to a pick-up and drop-off point. An accessible route between the unit's dedicated car parking spaces and unit shall be provided.

- (d) All stairs intended for circulation between levels, whether external or internal, shall comply with AS 1428 Part 1, if they are located on common property.
- (e) At least 10% of toilets (but not less than 1 male and 1 female toilet) provided on the common property must be wheelchair accessible.
- (f) At least one entry to any common facilities on the common property must be wheelchair accessible.
- (g) An accessible pick-up and drop-off point can be located on the public road (with Council or RMS permission) or on the site, but it must allow for vehicles up to a coaster size bus to pick up and drop off.
- (h) Residential units are to be designed to permit adaptation of units so that they can change to

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meet future needs. Design features that might be included are:

- Lightweight or non-load bearing walls that can be removed to re-configure rooms.
- Wall panels that can be easily removed to connect adjoining residential units and cater for larger extended families.

Development applications should address provisions contained in Council's - *Making Access For All Guidelines 2002*.

4.2. SITE FACILITIES**OBJECTIVES**

- (i) *To provide site facilities which are adequate and conveniently located for resident needs.*
- (ii) *To ensure facilities are practical, attractive and easily maintained.*

PERFORMANCE CRITERIA

- a) Rubbish and recycling bin enclosures, letter boxes, and other site facilities should be adequate in size, durable, weather proofed and visually integrated with the development. Their location is to have regard to the protection of residential amenity, vehicle service access, visual impact and residential access.

DEVELOPMENT CONTROLS**Storage Facilities**

- (a) Storage for residential units is to be in accordance with Part B Section 5 – Residential Flat Buildings.
- (b) Storage for multi dwelling housing and small lot housing is to be provided at a rate of 10m³ per dwelling within a lockable garage not encroaching into the parking space, and with a minimum base area of 5m² and a minimum width of 2 metres.

Laundry Facilities

- (c) All residential units are to be provided with internal laundry facilities and internal drying facilities.
- (d) Laundries for multi dwelling housing and small lot housing shall be provided to each dwelling

with a permanent or collapsible clothes line provided in a conveniently accessible courtyard.

Waste and recycling bins

Waste management requirements for multi dwelling housing are to be in accordance with Part B Section 4 – Multi Dwelling Housing.

Waste management requirements for residential flat buildings are to be in accordance with Part B Section 5 – Residential Flat Buildings.

Waste Management Planning

- (e) Demolition and construction works must maximise the reuse and recycling of building/construction materials in accordance with Council's ESD objectives and State and Federal Government waste minimisation targets.
- (f) All asbestos, hazardous and/or intractable wastes are to be disposed of in accordance with Workcover Authority and EPA requirements.
- (g) All Development Applications are to be accompanied by a Waste Management Plan that demonstrates appropriate project management and construction techniques for ensuring waste minimisation including the re-use of waste on-site and off-site recycling.

A Waste Management Plan template is available from Council's website at www.thehills.nsw.gov.au and in Appendix A of this DCP.

Mail Boxes

- (h) Mail boxes are to be generally incorporated into front fences, landscaped areas or integrated with individual building entry design.
- (i) Mail boxes should be in close proximity to the pedestrian entrance of all housing types, and be easily identifiable for ease of use.
- (j) The location of mail boxes and mail drop-off points will need to be confirmed with Australia Post.

Air Quality

- (k) To improve the air quality of the locality, the installation of wood heaters is not permitted.

4.3. BASIX

All development applications will be required to demonstrate that they meet the BASIX targets.

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More information on BASIX can be found at the following website: www.basix.nsw.gov.au

4.4. FENCING**OBJECTIVE**

- (i) *To ensure that fencing does not detract from the overall amenity of the area.*

PERFORMANCE CRITERIA

- a) Fencing to the front street must not obstruct the opportunity for passive surveillance of public and private domain.

DEVELOPMENT CONTROLS**Front Boundary**

- (a) Front boundaries are to be defined through the use of hedging, plant massings, fencing or a combination of these elements.
- (b) Multi dwelling housing and small lot housing fronting Solent Circuit and the internal road network within the Central and West Precincts shall have vertical fencing elements.
- (c) The height of the fence is to be 1- 1.5 metres.
- (d) Fencing is to incorporate natural stone or masonry piers with a rendered or bag washed and painted finish. Fencing may have a base of natural stone or masonry construction with a rendered or bag washed and painted to match piers. Piers and base as solid elements are to comprise less than 40% of the fence.

Side boundary

- (e) Side boundaries to integrated small lots and multi dwelling housing are to be defined with lap and cap timber fencing. Fencing to be solid to 1.8 metres high or solid to 1.5 metres high with a 300mm partial screen to a total height of 1.8 metres. Side fencing is to be tapered down to meet the height of the front fence or returned to the face of the dwelling.
- (f) Fencing is to have a natural or stained finish.
- (g) Side boundaries to residential unit ground floor courtyards are to be defined by masonry walls with a finish and colour to complement those of the building.

Rear boundary

- (h) Fencing to rear boundaries is to be as described above (side boundary, point i) or to be timber palisade to a height of 1.5 metres to provide for passive surveillance.
- (i) Fencing to have a natural or stained finish.

4.5. ACCESS, SAFETY AND SECURITY**OBJECTIVE**

- (i) *Site and dwelling layouts are to ensure safe and convenient passage for residents and visitors.*

PERFORMANCE CRITERIA

- a) Consideration should be given to the needs of residents in regards to prams, wheelchair access and people with disabilities.
- b) Footpaths, landscaped areas and driveway designs are to provide opportunities for surveillance and allow for the safe movement of residents and visitors.
- c) Residential flat buildings and multi dwelling housing are to have adequate lighting in common and access areas.

DEVELOPMENT CONTROLS

- (a) Stairs and ramps are to have reasonable gradients and non-slip even surfaces. Refer to Australian Standard 1428.1 – 1988 Design for Access and Mobility and supplementary AS 1428.2 – 1992.
- (b) Access to dwellings is to be direct and without unnecessary barriers. For example, use ramps instead of stairs/steps, consider the height and length of handrails and eliminate changes in level between ground surfaces.
- (c) Development applications should address provisions contained in Council's "Safer by Design Guidelines" 2002.
- (d) Private areas in a development are to be clearly recognisable.

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4.6. SOLAR ACCESS**OBJECTIVES**

- (i) *To ensure reasonable access to sunlight for living spaces within buildings and open space areas around dwellings.*
- (ii) *To ensure adjacent open spaces, living spaces in dwellings, and public places are not deprived of reasonable access to sunlight.*

PERFORMANCE CRITERIA

- a) All dwellings are to be orientated to promote direct sunlight. Buildings should be sited to allow adequate provision for access of direct sunlight into dwellings, private open space and communal open space.
- b) Living areas of dwellings shall be orientated towards the north wherever possible.
- c) Small lot housing and multi dwelling housing should be sited to maximise the amount of direct sunlight available to private open space.
- d) Where winter solar access is not optimum the use of double-glazing, high performance glass or heavyweight curtains and pelmets is strongly encouraged.
- e) Windows to living areas or bedrooms are to have suitable overhangs, shading, or other solar controls to avoid summer overheating and are to be integrated into the overall elevation design.
- f) The use of horizontal shading devices (for north facing windows) including eaves, verandahs, pergolas, awnings and external horizontal blinds to allow low winter sun whilst providing shade from high summer sun is strongly encouraged.
- g) Where relevant, development applications should have regard to the requirements contained in the Australian Model Code of Residential Development (AMCORD) and Better Urban Living – Guidelines for Urban Housing in NSW.

DEVELOPMENT CONTROLS**Common Open Space**

- (a) Common open space areas must receive at least 4 hours of sunlight between 9am and 3pm in midwinter.

Residential Flat Buildings

- (b) Living rooms and private open spaces for at least 70% of residential units should receive a minimum of 3 hours direct sunlight between 9am and 3pm in midwinter.

Multi Dwelling Housing and Small Lot Housing

- (c) Multi dwelling housing and small lot housing developments are to be designed to ensure at least 80% of dwellings have a private open space that receives direct sunlight to 50% of the private open space area for a minimum of 2 hours between 9am and 3pm in midwinter.

4.7. VISUAL AND ACOUSTIC PRIVACY**OBJECTIVES**

- (i) *To limit views into adjoining private open spaces and living rooms.*
- (ii) *To protect residents from external noise.*
- (iii) *To contain noise between dwellings without unreasonable transmission to adjoining dwellings.*

PERFORMANCE CRITERIA

- a) The effective location of windows and balconies is preferred to the use of screening devices, high sills or obscured glass. Where these are used, they should have minimal negative effect on resident or neighbour amenity.
- b) Direct views from the living rooms of dwellings into private open space or the interior of other dwellings should be obscured with landscaping, architectural detail and building design (refer to AMCORD).
- c) Where minimum separation distances cannot be practically met, windows should be placed to minimise direct viewing between dwellings.
- d) In general, dwellings are to be designed to limit the potential for noise transmission to living and sleeping areas of adjacent existing and future developments. Consideration should be given to minimising noise emissions from air conditioners, driveways and the like. This can

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be achieved by complying with the Building Code of Australia requirements.

DEVELOPMENT CONTROLS

- (a) Minimise direct overlooking of main internal living areas and private open space of dwellings both within and of adjoining development through building design, window locations and sizes, landscaping and screening devices.
- (b) Consider the location of potential noise sources within the development such as common open space, service areas, driveways, road frontage and provide appropriate measures to protect acoustic privacy by the careful location of noise sensitive rooms (bedrooms, main living areas) and double glazed windows.
- (c) The location of the plant and equipment for residential flat buildings should be designed so that the noise level does not exceed the background noise level. This is to reduce background noise level creep.
- (d) In regards to the multi dwelling housing and small lot housing, ideal positions or specifically designed positions for any air conditioners should be provided in the plans at development application stage.
- (e) Air conditioners shall be located a minimum of three metres from any property boundary and must not exceed 5dB(A) above the background noise level or alternatively if there is no other option and the air conditioner is located within three metres of any property boundary it must not exceed the background noise level.
- (f) Private areas in a development are to be clearly recognisable.

4.8. PUBLIC ROADS**OBJECTIVE**

- (i) *To provide public thoroughfares within the locality that will assist with traffic management.*

PERFORMANCE CRITERIA

- a) Extension of Fairway Drive and main East Precinct Access into the Balmoral Road Release Area will provide additional public thoroughfares into the Norwest Business Park.

Currently the land is in private ownership and the long term use of the roads for public use must be recognised.

- b) In recognition of the Fairway Drive and main East Precinct access extension being used as public thoroughfares, the roads are to be dedicated to the Hills Shire Council as a public road and at no cost to Council.

DEVELOPMENT CONTROLS

- (a) Fairway Drive is to be designed and constructed as a Enhanced Collector road as defined in Part D Section 7 – Balmoral Road Release Area. The extension of Fairway Drive is to be constructed from the Northern Boundary of Lot 301 DP 819129 to the intersection of Solent Circuit as shown in Figure 4510 in Appendix 4.
- (b) The extension of the main East Precinct access road is to be designed and constructed as an Access Street as defined in Part D Section 7 – Balmoral Road Release Area and located as shown in Figure 4510 in Appendix 4.

4.9. GEOTECHNICAL**OBJECTIVE**

- (i) *To ensure the possibility of soil movement or slip does not adversely affect proposed development.*

DEVELOPMENT CONTROLS

- (a) All development applications submitted to Council shall be accompanied by geotechnical appraisal report from a suitably qualified experienced Geotechnical Engineer.
- (b) The geotechnical appraisal report must satisfy Council that the possibility of soil movement or slip will not affect the proposed development of the site and outline recommendations to ameliorate any geotechnical impacts.

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4.10. PEDESTRIAN AND CYCLEWAY LINKAGES**OBJECTIVES**

- (i) *To consider the needs of the residents with particular consideration to access requirements, safety and security.*
- (ii) *To ensure that appropriate pathways, with high levels of pedestrian amenity are provided for residents in the locality along identified desire lines.*

DEVELOPMENT CONTROLS

- (a) Pedestrian and cycleway linkages are to be generally in accordance with Figure 4.12 in Appendix 5.

4.11. STORMWATER MANAGEMENT

This section adopts the objectives of and development controls in Section 3.17: Stormwater Management of Part B Section 5 – Residential Flat Buildings and must be considered in any development application. Additional supplementary objectives and performance criteria are included below.

OBJECTIVES

- (i) *To control stormwater runoff and minimise discharge impacts on adjoining properties and into natural drainage system before, during and after construction.*
- (ii) *To prevent flood damage to the built and natural environment, inundation of dwellings and stormwater damage to properties.*
- (iii) *To ensure that proposed development does not adversely affect the operational capacity of the downstream stormwater system.*
- (iv) *To encourage reuse, recycling and harvesting of stormwater to reduce wastage of water.*
- (v) *To encourage a reduction in water consumption.*

PERFORMANCE CRITERIA

- a) Drainage systems are to be designed and constructed in accordance with the design guidelines set out in “Design Guidelines for Subdivisions and Developments” published by Baulkham Hills Shire Council and “Australian Rainfall and Runoff” published by Institution of Engineers, Australia (1987).
- b) Where a site adjoins natural creeks or watercourses, all residential development shall be clear of the 100 year ARI flood extents.
- c) On-site detention systems, where required, are to be designed in accordance with (i) above.
- d) Water Sensitive Urban Design elements are to be designed and constructed in accordance with the “Water Sensitive Urban Design Technical Guidelines for Western Sydney” published by the Upper Parramatta River Catchment Trust (May 2004).

4.12. TRUNK DRAINAGE**OBJECTIVE**

- (i) *To embellish the existing drainage system.*

PERFORMANCE CRITERIA

- a) The open space pedestrian links within the centre of the development should build upon the continuation of the trunk drainage corridor from the Balmoral Road Release Area through to the Norwest Town Centre.
- b) Pedestrian linkages to the Balmoral Road Release Area SP2 Infrastructure (Trunk Drainage) area should be provided.
- c) The open space component of the development along the drainage line should be returned to a natural riparian corridor.

DEVELOPMENT CONTROLS

- (a) Plant species to be provided in the riparian corridor are listed in Appendix 6.
- (b) Trunk drainage corridor to be embellished in accordance with Figure 4.13 in Appendix 7.

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5. REFERENCES

Norwest Master Scheme, 2nd September 1992

The Hills Local Environmental Plan 2012

State Environmental Planning Policy No. 65 – Design
Quality of Residential Flat Development

Better Urban Living – Guidelines for Urban Housing
in NSW

Safer by Design Guidelines (2002)

Making Access for All Guidelines (2002)

APPENDIX 1 - EAST PRECINCT MAPS



Figure 3 East precinct building layout plan

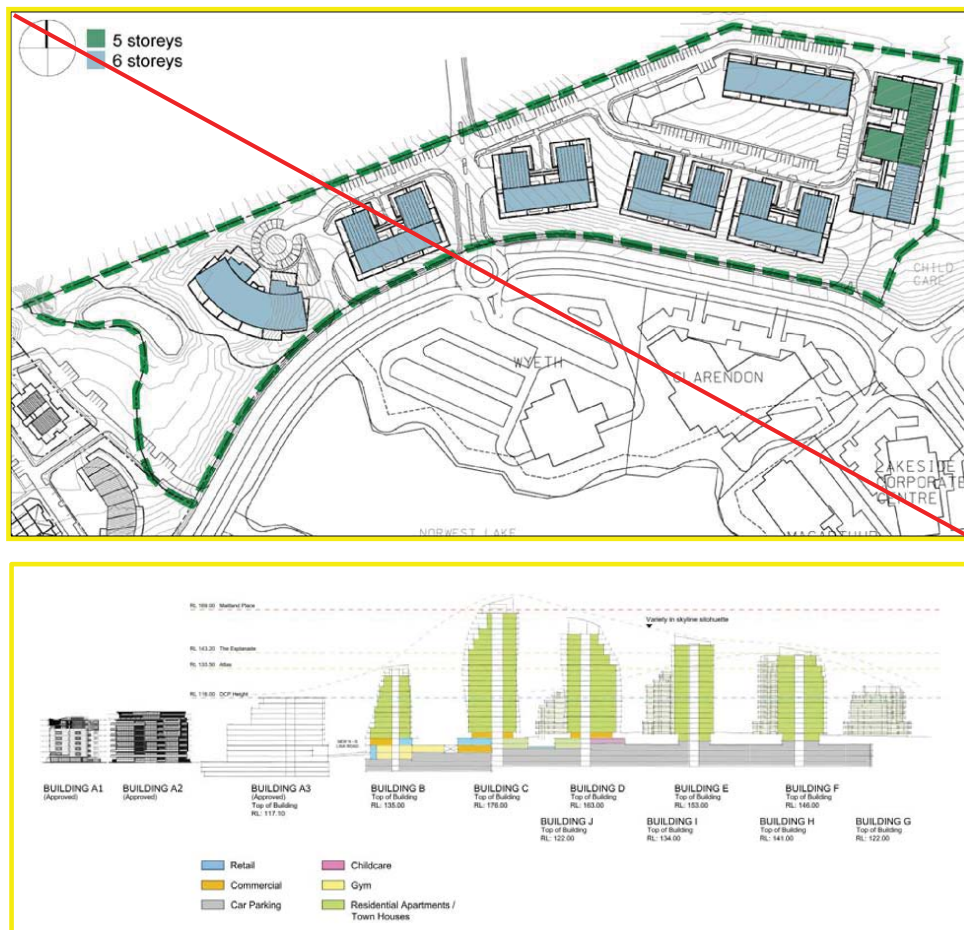


Figure 4 East precinct building height plan



Figure 5 East precinct common open space plan

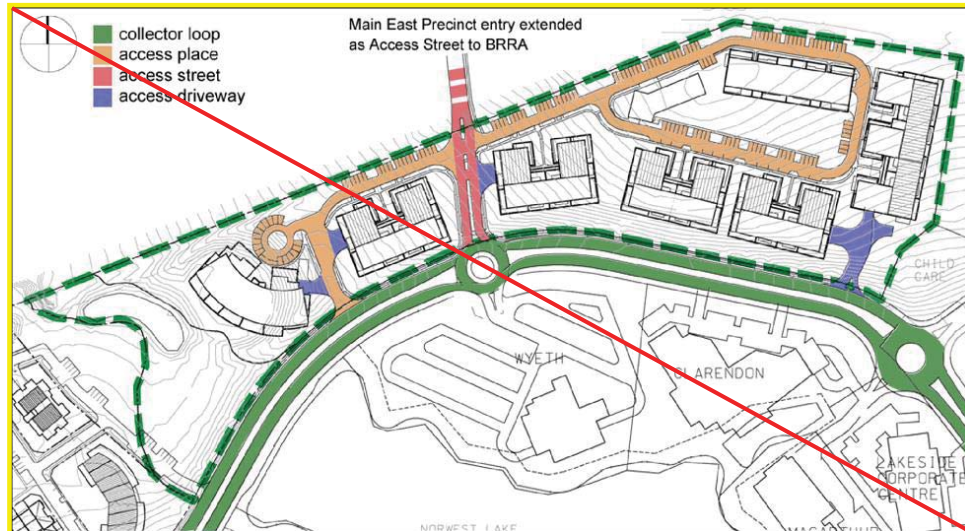


Figure 6 East precinct street hierarchy

APPENDIX 2 - CENTRAL PRECINCT MAPS

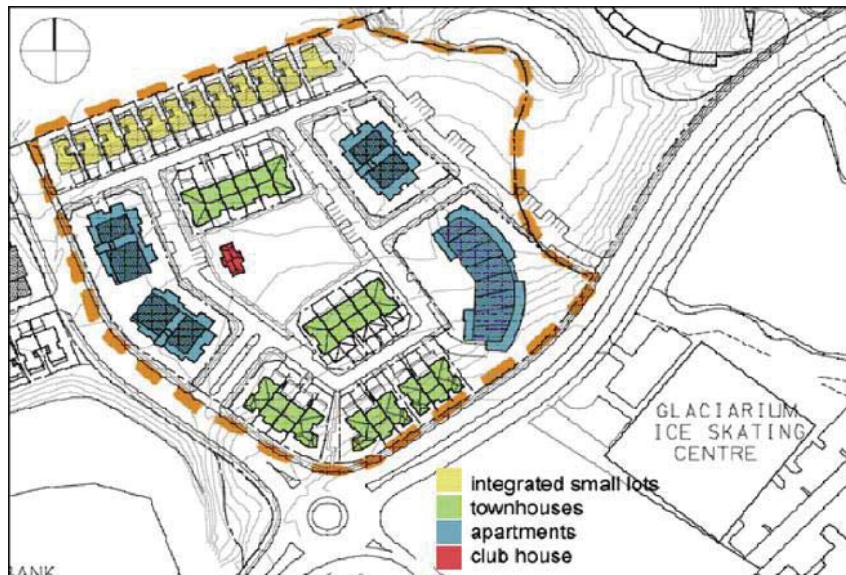


Figure 76 Central precinct building type layout plan

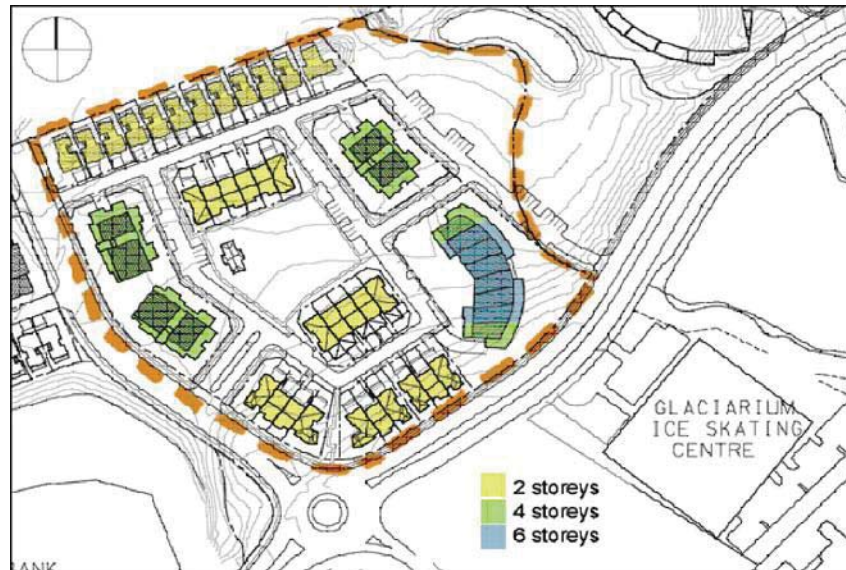


Figure 87 Central precinct building height plan



Figure 98 Central precinct common open space



Figure 109 Central precinct street hierarchy

APPENDIX 3 - WEST PRECINCT MAPS

APPENDIX 4 - VEHICULAR ACCESS

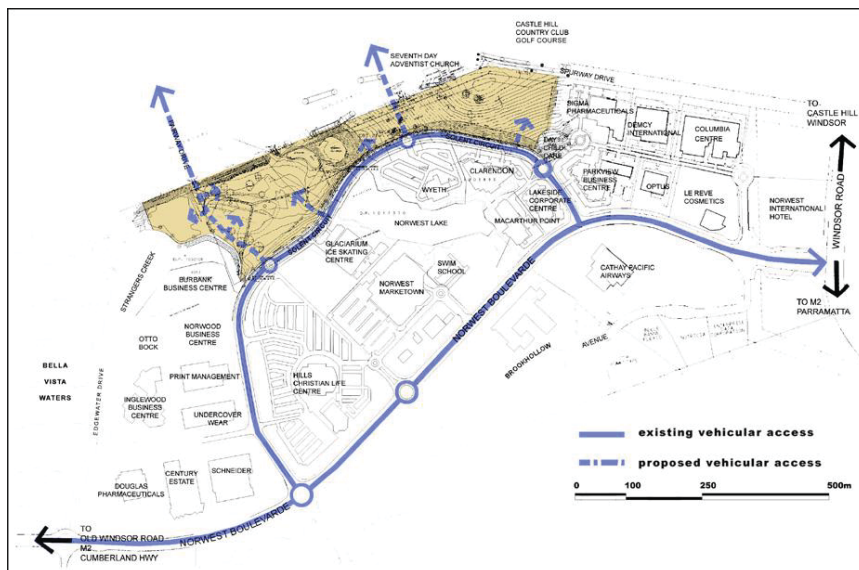


Figure 1510 Vehicular access

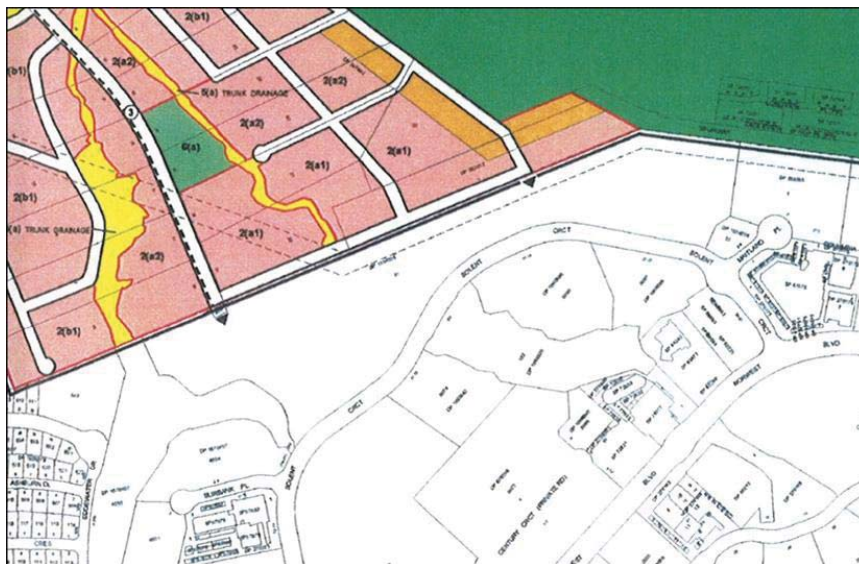


Figure 1611 Partial plan from BHSC Draft DCP 20

APPENDIX 5 - PEDESTRIAN ACCESS

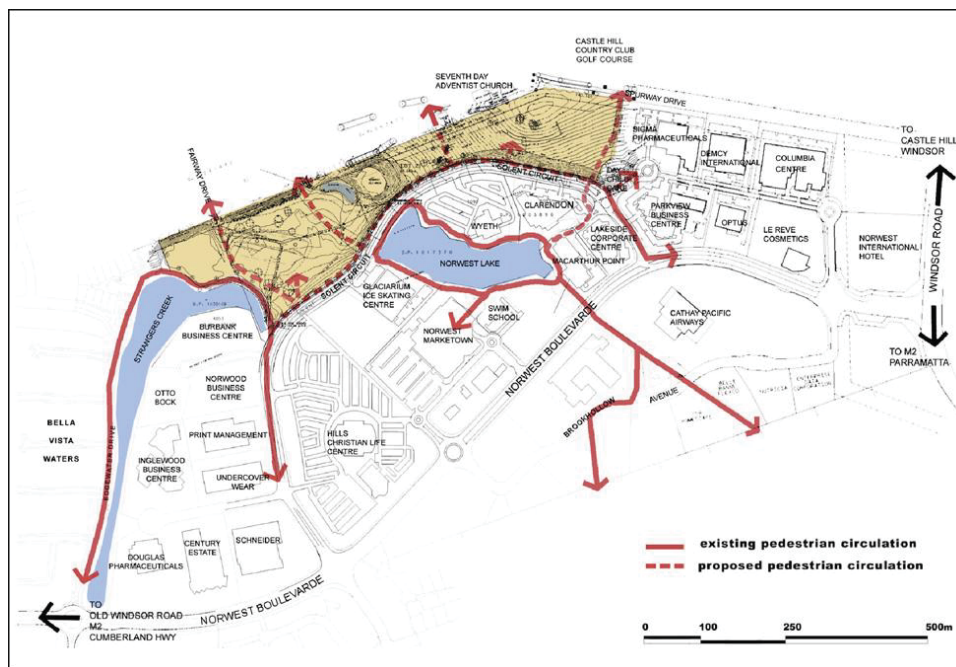


Figure 1712 Pedestrian links

APPENDIX 6 - RIPARIAN CORRIDOR PLANT SCHEDULE

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Table 8 Riparian Corridor Plant Schedule

Riparian Boundaries	
Casuarina glauca	Swamp Oak
Eucalyptus amplifolia	Cabbage Gum
Melaleuca decora	Bottlebrush
Melaleuca linarifolia	Snow-in-summer
Melaleuca nodosa	Nodding Bottlebrush
Melaleuca stypheloides	Prickly Paperbark

Plants for Water Management	
Carex apressa	Sedge
Juncus usitatus	Rush
Lomandra longifolia	Lomandra
Lomandra multiflora	Lomandra

APPENDIX 7 - RIPARIAN CORRIDOR - WETLAND PARK AND DETENTION BASIN



Figure 1813 Wetland park and detention basin



Draft Voluntary Planning Agreement

November 2019

**PLANNING
AGREEMENT**

BETWEEN

Mulpha Norwest Pty Ltd (ABN 27 000 004 633)

AND

The Hills Shire Council

FOR

Part 40 Solent Circuit
Norwest NSW 2153

Lot 2107 DP 1216268

MILLS OAKLEY LAWYERS

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www.millsOakley.com.au
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Summary Sheet

Council	Name	The Hills Shire Council
	Address	3 Columbia Court NORWEST NSW 2153
	Telephone	(02) 9843 0555
	Facsimile	(02) 9843 0409
	Email	council@thehills.nsw.gov.au
	Representative	Mr Michael Edgar – General Manager
Developer	Name	Mulpha Norwest Pty Ltd ABN 27 000 004 633)
	Address	99 Macquarie Street, Sydney NSW
	Telephone	02 9239 5500
	Facsimile	02 9270 6199
	Email	enquiry@mulpha.com.au
	Representative	Mr Tim Spencer - Executive General Manager
Land	Lot 2107 DP 1216268	
Planning Proposal	The Proposal (5/2015/PLP) to amend The Hills Local Environmental Plan 2012, as it relates to the Land, to:	
	<ul style="list-style-type: none"> Permit additional land uses on the Land zoned R4 High Density Residential namely uses permitted in the B1 Neighbourhood Centres Zone - business premises, child care centres, health consulting rooms, medical centres, recreation facilities (indoors), restaurants, cafes and shops; Increase the maximum permissible building height from RL 116 metres to RL 176 metres; and Provide a maximum permissible floor space ratio (FSR) of 2.9:1 on the Land. 	
Proposed Development	The development of the Land is for the purposes of:-	
	<ul style="list-style-type: none"> Provision for approximately 864 residential apartments in nine towers, with construction to generally be undertaken in accordance with the Staging Plan,; 	



Public Access Lands	See Schedule 1
Works	See Schedule 1
Monetary Contributions	See Schedule 1
Security Amount	Not Applicable – See Clause 20
Application of S7.11 S7.12 and S7.24 of the Act	Not Applicable – See Clause 22
Registration	Applicable – See Clause 28

DRAFT

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Planning Agreement**Dated November 2019****Parties**

The Hills Shire Council ABN 25 034 494 656 of 3 Columbia Court, Norwest, New South Wales 2153 (**Council**)

Mulpha Norwest Pty Ltd ABN 27 000 004 633 of 99 Macquarie Street Sydney New South Wales 2000 (**Developer**)

Background

- A. Council is the consent authority pursuant to the *Environmental Planning and Assessment Act 1979* (NSW) (**Act**) for the Proposed Development.
- B. The Developer is the owner of the Land and has lodged a Planning Proposal with Council in respect of the Land. Upon approval of the Planning Proposal, the Developer proposes to lodge a Development Application in respect of the Land.
- C. The Developer offers to:
 - (a) provide public access to the Public Access Land known as 'The Hub' which will be landscaped and embellished providing public access with a pedestrian link, water play, community gardens adjacent to feature stream, café terrace, restaurants and seating;
 - (b) carry out all necessary works for the installation of traffic lights at Solent Circuit (east) and provide lighting and security for public areas around Norwest Lake; and
 - (c) pay the Monetary Contributions to Council for additional active open space, landscaping, community and pedestrian/cycleway facilities, traffic lights at the intersection of Norwest Boulevard and Solent Circuit (west), and for land acquisition and works.

in accordance with the terms set out in this Agreement.

Operative provisions**1. Defined meanings**

Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation Clause 32 of this Agreement.

2. Planning agreement under the Act

The Parties agree that this Agreement is a planning agreement within the meaning of **subdivision 2, Division 7.1, Part 7** of the Act.

3. Application of this document

This Agreement is made in respect of the Proposed Development, including Staged Development Applications, Development Applications and any other Development Applications required for the Proposed Development, and applies to the Land.

4. No restriction on Council's Powers

This Agreement or anything done under this Agreement:

- (a) is not to be taken as approval or consent by Council as a regulatory authority; and
- (b) does not in any way inhibit, deter or prejudice Council in the proper exercise of its functions, duties or powers,

pursuant to any legislation including the Act, the *Roads Act 1993* (NSW) and the *Local Government Act 1993* (NSW).

5. Operation of this Agreement

5.1 The planning agreement operates when:

- (a) The Land is rezoned in order to allow for the Proposed Development to be carried out and the amending Local Environmental Plan is published on the NSW Legislation Website; and
- (b) Development Consent is granted for the Proposed Development

5.2 When this Agreement operates it is a binding contract between the parties.

6. Public Access Lands

6.1 The Developer must at its cost register the appropriate encumbrance on title creating easements for public access over the Public Access Lands on the Hand-Over Date.

6.2 The Council acknowledges and agrees that any dimensions and location of Public Access Lands as at the date of this Agreement, as indicated in Schedule 1, are approximate only and will be finalised upon submission of the relevant Development Application by the Developer to Council.

7. Obligation to Carry Out Works

7.1 The Developer is to carry out and complete the Works in Schedule 1 on the Land at the locations shown on the Location Plan in Schedule 2, and generally in accordance with the program of works provided for in the Staging Plan in Schedule 3.

7.2 The Developer's obligation under clause 7.1 exists irrespective of whether the Developer:

- (a) carries out the Works itself, or
- (b) enters into an agreement with another person under which the other person carries out the Works on the Developer's behalf.

- 7.3 Before the Developer commences an Item of Works, the Developer will, at its own cost, prepare and submit to the Council or a person specified by the Council, detailed plans and specifications in relation to the Item of Works.
- 7.4 Council, acting reasonably, may request that the Developer amend the detailed plans and specifications, and if it makes that request, the Developer must amend and resubmit the detailed plans and specifications with Council for approval under this clause.
- 7.5 The Developer is not to commence an Item of Works unless the Council or the person specified by the Council has given the Developer written approval of the plans and specifications relating to the Item of Works.
- 7.6 The Developer is to carry out and complete all Works in a good and workmanlike manner having regard to the intended purpose of the Works and otherwise to the satisfaction of Council, acting reasonably, in accordance with:
- (a) the Development Consent; and
 - (b) all applicable laws, including those relating to occupational health and safety; and
 - (c) this Agreement to the extent that it is not inconsistent with the Development Consent or an applicable law; and
 - (d) the written approval given under clause 7.4.
- 7.7 In the event of an inconsistency between this Agreement and the Development Consent or any applicable law, the Development Consent or the law prevails to the extent of the inconsistency.
- 7.8 It is the Developer's responsibility to ensure that everything necessary for the proper performance of its obligations under this Agreement is supplied or made available.
- 7.9 Each Item of Works is to be Handed-Over to the Council:
- (a) by no later than the Hand-Over Date for the Item of Works, and
 - (b) otherwise in accordance with this Agreement.

8. Staging of Works

The Proposed Development, including the preparation and lodgement of the relevant Development Applications, will generally be undertaken in accordance with the Staging Plan provided for at Schedule 3 of this Agreement.

If, due to market conditions and/or development factors at the relevant time, the Developer may, at its discretion, vary the terms of the Staging Plan if it considers reasonably necessary. The Council cannot unreasonably withhold any relevant consent, or object to such a variation. The Developer must, if so requested by the Council, provide evidence of the market conditions or other such legitimate factors that support the subject variation of the Staging Plan.

9. Ownership of Works

- 9.1 Ownership of the Works is transferred to Council on Hand-Over and nothing in, or done under, this Agreement gives the Developer, after Hand-Over any right, title or interest in the Works.

10. Access to the Land and location of Works

- 10.1 The Developer is to permit the Council, its officers, employees, agents and contractors to enter the Land at any time, upon giving reasonable, and no less than 7 days, prior notice in writing, in order to inspect, examine or test any Item of Works.
- 10.2 In the event that the Works are located on land owned by the Developer, other than the Land, Council land or a public road, the Developer is to permit the Council, its officers, employees, agents and contractors access to that land.

11. Protection of People, Property and the Environment

- 11.1 The Developer is to ensure in relation to the carrying out of the Works that:
- (a) all reasonable measures are taken to protect people, property and the Environment;
 - (b) unnecessary interference with the passage of people and vehicles is avoided;
 - (c) nuisances and unreasonable noise and disturbances are avoided; and
 - (d) all relevant laws and regulations with respect to water, air, noise and land pollution (including 'pollution incidents') as defined under the *Protection of the Environment Operations Act 1997* (NSW) are adhered to.

12. Damage and Repairs to the Works

- 12.1 The Developer, at its own cost, is to repair and make good to the satisfaction of the Council, acting reasonably, any loss or damage to the Works which occurs prior to the date on which the Works are Handed-Over to the Council.

13. Variation of Works

- 13.1 The Works are not to be varied by the Developer unless:
- (a) the Parties agree in writing to the variation; and
 - (b) any consent or approval required under the Act or any other law to the variation is first obtained; and
 - (c) the Developer bears all of the Council's reasonable costs of and incidental to agreeing to and approving the variation, except in respect of any variation arising in accordance with Clause 13.3 of this Agreement.
- 13.2 For the purposes of clause 13.1(a) a variation may relate to any matter in relation to the Works that is dealt with by this Agreement.
- 13.3 If Council requests a variation to the Works after Council has given its written approval under clause 7, then the Council shall be liable to pay to the Developer an amount equal to the increase in the costs of completing the Works, which results from the variation requested by the Council.

13.4 Council shall repay the amount referred to in clause 13.3 to the Developer after the Works are complete, and within 28 days of receipt of:

- (a) a tax invoice for the amount claimed by the Developer; and
- (b) documentation which demonstrates to Council's satisfaction, acting reasonably, that the increase in costs is a result of the variation requested by the Council.

14. Hand-Over of Works

14.1 The Developer is to give the Council not less than 20 days written notice of:

- (a) the date on which it proposes to Hand-Over any Works to the Council, being a date not later than the Hand-Over Date; and
- (b) the Items of Work the subject of the notice.

14.2 The Council may, at any time before the date specified in the notice referred to in clause 14.1(a), direct the Developer in writing:

- (a) to carry out certain work reasonably necessary for the Works to be completed in accordance with the approval referred to in clause 7.4 of this Agreement, before it is Handed-Over to the Council; and
- (b) to Hand-Over the Works to the Council by a specified date, irrespective of whether that date is later than the Hand-Over Date.

14.3 The Developer is to comply with a direction according to its terms and at the Developer's own cost.

14.4 Before the Works are Handed-Over to the Council, the Developer is to remove from the Land:

- (a) any rubbish or surplus material; and
- (b) any temporary works; and
- (c) any construction plant and equipment, relating to the carrying out of the Works as the case requires.

14.5 The Works are taken to be Handed-Over to the Council when the Developer has completed the Works in accordance with its obligations under this Agreement and gives the Council written notice to that effect and Council confirms in writing that the Works have been completed in accordance with this Agreement.

15. Failure to Carry Out and Hand-Over Works

15.1 The parties agree that the Hand-Over Date may be extended due to:

- (a) any Force Majeure Event;
- (b) any delay caused by any civil commotion, riot or industrial action beyond the control of the Owner or the Developer which prevents the development the subject of this Agreement from proceeding;
- (c) any delay caused by court order, including an injunction;

- (d) any delay caused by the bankruptcy or insolvency of any contractor or sub-contractor engaged by Developer for the purpose of the works the subject of this Agreement;
 - (e) any reasonable delay caused by rain, wind or incremental weather;
 - (f) any delay arising for any amendment to the law governing this Agreement;
 - (g) any delay arising from any reasonable request for an extension of term to any building contract between the Developer and any contractor or sub-contractor entered into to carry out the works the subject of this Agreement;
 - (h) any delay arising from any reasonable suspension by the Developer or any contractor or sub-contractor hired to carry out the works the subject of this Agreement;
 - (i) any delay caused by any act or omission of a contractor or sub-contractor engaged by the Developer to carry out the works the subject of this Agreement;
 - (j) any delays on the part of any government authority (including the Council) in granting any approval, consent, licence or permit necessary for the Works to be completed; or
 - (k) any direction the Council gives extending the Hand-Over Date.
- 15.2 If the Council considers that the Developer is in breach of any obligation under this Agreement relating to the carrying out of the Works, the Council must give the Developer a notice requiring:
- (a) the breach to be rectified to the Council's satisfaction; or
 - (b) the carrying out of the Works to immediately cease, except in relation to the rectification of the breach, and the breach to be remedied to the Council's satisfaction.
- 15.3 A notice given under clause 15.2 is to allow the Developer a reasonable period (and in any case not less than 60 days) to remedy the breach.
- 15.4 If the Developer fails to remedy the breach the subject of a notice given under clause 15.2, the Council may carry out and complete or make safe the Works.
- 15.5 Despite clauses 15.2, 15.3 and 15.4 of this Agreement, if urgent action is necessary to protect the Works, other property or people and the Developer fails to take the action then, in addition to any other remedies of the Council, the Council may take the necessary action without the need to provide notice (although Council will use all reasonable endeavours to provide a reasonable amount of notice in the circumstances).
- 15.6 For the purposes of clause 15.4 and clause 15.5:
- (a) the Developer must allow the Council, its servants, agents and contractors to enter the Land for the purpose of completing the Works; and
 - (b) the costs incurred by the Council in carrying out, completing, or making safe the Works or taking the necessary action, may be recovered by the Council from the Developer as a debt due in a court of competent jurisdiction.

16. Works-As-Executed-Plan

- 16.1 No later than 60 days after a notice is given under clause 14.5, the Developer is to submit to the Council a full Works-As-Executed-Plan in respect of the Works the subject of the notice.
- 16.2 The Developer shall provide with the Works-as-Executed Plan(s) all appropriate certificates to verify that the Works have been carried out in accordance with relevant standards.

17. Rectification of Defects

- 17.1 During the Defects Liability Period the Council may give to the Developer a Rectification Notice in relation to the Works specifying:
- (a) the Works requiring rectification;
 - (b) the action required to be undertaken by the Developer to rectify those Works; and
 - (c) the date on which those Works are to be rectified, being a reasonable time after the Rectification Notice is given to the Developer having regard to the scope, nature and extent of Works requiring rectification.
- 17.2 The Developer must comply with a Rectification Notice at its own cost according to the terms of the Notice.
- 17.3 When the Developer considers that rectification is complete, the Developer may give to the Council a Rectification Certificate relating to the Works the subject of the relevant Rectification Notice.
- 17.4 A Rectification Certificate discharges the Developer from any further obligation to comply with the relevant Rectification Notice.
- 17.5 If the Developer does not comply with a Rectification Notice, the Council may do such things as are necessary to rectify the defect

18. Cost of Works carried out by the Council

- 18.1 The Parties acknowledge and agree that where, in accordance with this Agreement, the Council incurs a cost in carrying out, completing or rectifying a defect in the Works, the Council may recover from the Developer in a court of competent jurisdiction its full costs.
- 18.2 The Council's costs of carrying out, completing or rectifying the Works in accordance with this Agreement include:
- (a) the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose;
 - (b) all fees and charges necessarily or reasonably incurred by the Council in order to have the Works carried out, completed, made safe or rectified; and
 - (c) without limiting the generality of the preceding sub-clause, all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's failure to comply with this Agreement.

19. Indemnity and Insurance

19.1 The Developer is to take out and keep current the following insurances in relation to the Works up until the relevant date of Hand-Over to Council:

- (a) contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works;
- (b) public liability insurance for at least \$10,000,000 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party;
- (c) workers compensation insurance as required by law; and
- (d) any other insurance required by law.

19.2 If the Developer fails to comply with clause 19.1, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:

- (a) recovery as a debt due in a court of competent jurisdiction.

19.3 The Developer is not to commence to carry out the Works unless it has first provided written evidence to the Council of all the insurances specified in clause 19.1.

20. Provision of Security

20.1 This clause does not apply if:

- (a) the Summary Sheet at the front of this Agreement contains the words "Not Applicable" in relation to the Security Amount.

21. Monetary Contributions**21.1 Payment**

The Developer must pay the Monetary Contributions on or before the date for payment specified in Column 3 of Schedule 1. Payment of the Monetary Contributions may be made by cheque or electronic bank transfer to Council's nominated bank account.

21.2 Annual Increases

On each anniversary of the date the amending Local Environmental Plan (giving effect to the Planning Proposal) is published on the NSW Legislation Website, the Monetary Contribution applicable immediately prior to that anniversary will be increased in accordance with the Relevant Index. The increased Monetary Contributions will be the Monetary Contributions in the subsequent 12 months.

21.3 Public Purpose

- (a) The Monetary Contributions are required for the funding of the provision of new infrastructure and improvements, as determined by the General Manager of Council from time to time and Council will apply the Monetary Contributions for

those purposes. The description and location of the works specified in Columns 1 and 2 of Schedule 1 are for indicative purposes only and Council may, at its full discretion, apply the Monetary Contributions towards any works (or land acquisition) for a public purpose which it deems appropriate to service new development within the Norwest Station Precinct.

- (b) Clause 21.3(a) shall not apply to the Monetary Contributions identified in Schedule 1 as 'Monetary Contribution towards regional road and transport infrastructure'. Those Monetary Contributions are to be held and maintained by the Council until such time as they are called upon by Transport for New South Wales, at which time the Council must duly transfer those moneys into an account specified in writing by Transport for New South Wales, so that they may be applied towards the public purpose of funding any regional road and transport infrastructure within The Hills Shire Council Local Government Area, as determined at the absolute discretion of Transport for New South Wales.

21.4 Pro Rata Increase of Monetary Contributions

In the event that the Proposed Development approved under the Development Consent achieves a yield in excess of 864 residential apartments (**Approved Apartments**) the Monetary Contributions payable by the Developer in accordance with this Agreement will increase on a pro rata basis (**Increased Monetary Contribution**) using the following formula:

$$\text{Increased Monetary Contribution} = (\text{Contribution Value} \div 864) \times \text{number of Approved Apartments}$$

22. Application of sections 7.11, 7.12 and 7.24 of the Act

- 22.1 For the purpose of section 7.4(5) this Agreement excludes the application of sections 7.11 and 7.12 of the Act in relation to the Development Application for the Proposed Development.

23. Termination

23.1 Planning Proposal

This Agreement will terminate in the event that Local Environmental Plan which applies to the Land is not amended generally in accordance with the Planning Proposal.

23.2 Development Consents

If Development Consent is granted by the Council with respect to the Development Application, this document terminates with respect to that particular Development Consent:

- (a) on the lapse of the Development Consent; or
- (b) on the formal surrender of the Development Consent; or
- (c) on the final determination by a Court of competent jurisdiction issuing a declaration that the Development Consent is invalid.

24. Consequences

24.1 On the date of termination or rescission of this Agreement, subject to the following sub-paragraphs each party releases each other party from any obligation to perform any term, or any liability arising out of, this document after the date termination.

24.2 Termination or rescission of this Agreement does not release either party from any obligation or liability arising under this document before termination or rescission.

25. Private Certifiers

Where Council is not the certifying authority for any aspect of the Proposed Development the Developer must on the appointment of a private certifier provide a copy of this Agreement to the private certifier.

26. Dispute Resolution

26.1 Notice of Dispute

If a party claims that a dispute has arisen under this Agreement (**Claimant**), it must give written notice to the other party (**Respondent**) stating the matters in dispute and designating as its representative a person to negotiate the dispute (**Claim Notice**). No party may start court proceedings (except for proceedings seeking interlocutory relief) in respect of a dispute unless it has first complied with this clause 26.1.

26.2 Response to Notice

Within 10 business days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

26.3 Negotiation

The nominated representative must:

- i. meet to discuss the matter in good faith within 5 business days after service by the Respondent of notice of its representative; and
- ii. use reasonable endeavours to settle or resolve the dispute within 15 business days after they have met.

26.4 Further Notice if Not Settled

If the dispute is not resolved within 15 business days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Dispute Notice**) by mediation under clause 26.5.

26.5 Mediation

If a party gives a Dispute Notice calling for the dispute to be mediated:

- a) the parties must agree to the terms of reference of the mediation within 3 business days of the receipt of the Dispute Notice (the terms will include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- b) the Mediator will be agreed between the parties, or failing agreement within 3 business days of receipt of the Dispute Notice, either party may request the

President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;

- c) the Mediator appointed pursuant to this clause 26.5 must:
 - i. have reasonable qualifications and practical experience in the area of the dispute; and
 - ii. have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- d) the Mediator will be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- e) the parties must within 5 business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;
- f) the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- g) must convene and attend the mediation within 21 days of the date of the Dispute Notice;
- h) in relation to costs and expenses:
 - i. each party will bear their own professional and expert costs incurred in connection with the mediation; and
 - ii. the costs of the Mediator will be shared equally by the parties unless the Mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the Mediator may require the full costs of the mediation to be borne by that party.

26.6 Litigation

If the dispute is not finally resolved in accordance with this clause 26, either party is at liberty to litigate the dispute.

26.7 Continue to Perform Obligations

Each party must continue to perform its obligations under this document, despite the existence of a dispute.

27. Registration of document on Title

27.1 Acknowledgement

The Developer acknowledges that Council intends to register this document under section 7.6 of the Act on the Land and on registration by the Registrar-General the document will be binding on and enforceable against the owners of the Land from time to time as if each owner for the time being had entered into this document.

27.2 Consents to Registration

This Agreement must be registered on the title of the Land as soon as practicable after it is made. Each Party must promptly execute any document and perform any action necessary to effect the registration of this Agreement on the title of the Land.

27.3 Release from Registration

Council will at the request of the Developer execute and provide any necessary document (in registrable form) and perform any action necessary to remove this Agreement from the title of the Land where the Development Contributions have been made (including completion of the Works), no other money is owing to Council under this Agreement and the Developer is not in breach of any of its obligations under this Agreement.

27.4 Registration Expenses

The Developer must pay Council's reasonable expenses including registration fees, any stamp duty, for the registration of this document and the subsequent removal of registration.

28. Costs

The Developer will bear all of Council's reasonable costs associated with the negotiation, preparation, exhibition, legal review, execution and registration of this Agreement.

29. GST

- 29.1 If any payment made by one party to any other party under or relating to this document constitutes consideration for a taxable supply for the purposes of GST or any similar tax, the amount to be paid for the supply will be increased so that the net amount retained by the supplier after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply. This provision is subject to any other agreement regarding the payment of GST on specific supplies, and includes payments for supplies relating to the breach or termination of, and indemnities arising from, this document.

30. General**30.1 Assignment**

- (a) The Developer must not transfer any right or liability under this Agreement without the prior consent of Council. This clause 30.1(a) will not operate in the event that the Developer enters into a contract of the sale of the Land the subject of this Agreement, and this Agreement has been registered on title in accordance with clause 27 of this Agreement.
- (b) In the event that the Developer enters into a contract for the sale of the Land the subject of the Development Consent, the Developer (as vendor) shall disclose to the purchaser the existence of this Agreement.

30.2 Governing law and jurisdiction

- (a) This Agreement is governed by and construed under the law in the State of New South Wales.

- (b) Any legal action in relation to this document against any party or its property may be brought in any court of competent jurisdiction in the State of New South Wales.
- (c) Each party by execution of this document irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

30.3 Amendments

Any variation or amendment to this Agreement has no force or effect, unless documented in writing and executed by the parties.

30.4 Pre-contractual negotiation

This document:

- (a) expresses and incorporates the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement; and
- (b) supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties in relation to that subject matter or any term of that agreement.

30.5 Further assurance

Each party must execute any document and perform any action necessary to give full effect to this Agreement, whether before or after performance of this document.

30.6 Continuing performance

- (a) The provisions of this Agreement do not merge with any action performed or document executed by any party for the purposes of performance of this document.
- (b) Any representation in this Agreement survives the execution of any document for the purposes of, and continues after, performance of this document.
- (c) Any indemnity agreed by any party under this document:
 - (i) constitutes a liability of that party separate and independent from any other liability of that party under this document or any other agreement; and
 - (ii) survives and continues after performance of this document.

30.7 Waivers

Any failure by any party to exercise any right under this Agreement does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

30.8 Remedies

The rights of a party under this Agreement are cumulative and not exclusive of any rights provided by law.

30.9 Counterparts

This Agreement may be executed in any number of counterparts and exchanged electronically, all of which taken together are deemed to constitute one and the same document.

30.10 Party acting as trustee

If a party enters into this Agreement as trustee of a trust, that party and its successors as trustee of the trust will be liable under this Agreement in its own right and as trustee of the trust. Nothing releases the party from any liability in its personal capacity. The party warrants that at the date of this Agreement:

- (a) all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by the party as trustee and have not been varied or revoked and the trust is a valid and subsisting trust;
- (b) the party is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this document on behalf of the trust and that this document is being executed and entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust; and
- (c) no restriction on the party's right of indemnity out of or lien over the trust's assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets.

30.11 Representations and warranties

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

30.12 Severability

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as severed from this Agreement but does not affect the validity of the remaining Agreement.

31. Definitions and interpretation

31.1 In this document unless the context otherwise requires:

Act means the *Environmental Planning and Assessment Act 1979* (NSW)

Agreement means this Planning Agreement.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales;

Construction Certificate has the same meaning as in the Act;

Contribution Value means the amount specified in Column 5 of Schedule 1.

Dedication means the creation or transfer of an estate in fee simple at no cost to Council.

Development Application means a development application made under Part 4 of the Act for the Proposed Development.

Development Consent means a development consent granted by the Council under section 4.16 of the Act for the Proposed Development.

Development Contributions means the Monetary Contributions, dedication of land or the provision of a material public benefit including the Works, under this Agreement and as set out in Schedule 1.

Defects Liability Period means the period specified in Column 4 of Schedule 1 in relation to the Works specified in Column 1 of that Schedule commencing on the date a Hand-Over Notice is given in relation to those Works.

Encumbrance includes any mortgage or charge, lease, (or other right of occupancy) easement, or profit a prendre.

Environment has the same meaning as set out in the Dictionary to the *Protection of the Environment Operations Act 1997* (NSW).

Force Majeure Event means any event or circumstance, or a combination of events or circumstances:

- (a) which arises from a cause beyond the reasonable control of a party, including:
 - (i) an act of God;
 - (ii) strike, lockout, other industrial disturbance or labour difficulty;
 - (iii) war (declared or undeclared), act of public enemy, blockade, revolution, riot, insurrection, civil commotion;
 - (iv) lightning, storm, flood, fire, earthquake, explosion, epidemic, quarantine;
 - (v) embargo, unavailability of any essential equipment or materials, unavoidable accident, lack of transportation; or
 - (vi) anything done or not done by or to a person, except the party relying on force majeure;
- (b) which the Developer takes all reasonable precautions to protect itself against, and uses all reasonable endeavours to mitigate the consequences of (which does not require the Developer to settle a labour dispute if, in the Developer's opinion, that is not in its best interests); and
- (c) which the Developer notifies the Council of, as soon as practicable after becoming aware of the event or circumstance.

GST means any tax, levy, charge or impost implemented under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Act.

Hand-Over means the hand-over to the Council of the Works in accordance with this Agreement.

Hand-Over Date means the date specified in Column 3 of Schedule 1 in relation to the Works specified in Column 1 of that Schedule corresponding to that date, subject to any extension of that date.

Hand-Over Notice means a notice issued by the Council under clause 14.

Item of Works means an item of the Works.

Land means the land specified in the Summary Sheet.

Location Plan means the plans contained in Schedule 2

Monetary Contributions means the monetary contributions specified in Schedule 1.

Party means a party to this document, including their successors and assigns.

Planning Proposal means the 'Planning Proposal' specified in the Summary Sheet

Proposed Development means the 'Proposed Development' specified in the Summary Sheet.

Public Access Land means any parcel of land identified in Schedule 1 of this Planning Agreement as 'Public Access Land' and which will be burdened by a restriction of title permitting public access.

Rectification Certificate means a compliance certificate within the meaning of section 6.4(e) of the Act to the effect that work the subject of a Rectification Notice has been completed in accordance with the notice.

Rectification Notice means a notice in writing that identifies a defect in the Works and requires rectification of the defect within a specified period of time.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Relevant Index means the index specified in column 6 of Schedule 1.

Staging Plan means the plan contained in Schedule 3. The Staging Plan contained in Schedule 3 is indicative for the purpose of clarifying the timing identified in Column 3 of Schedule 1 of this Agreement only.

Works means the works specified or described of Schedule 1 and includes any Item of Works and any part of any Item of Works.

Works-As-Executed-Plan means detailed plans and specifications of the completed Works.

31.2 Interpretation

In this document unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;

- (c) words denoting any gender include all genders;
- (d) reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (f) any reference to a party to this document includes its successors and permitted assigns;
- (g) any reference to a provision of an Act or Regulation is a reference to that provision as at the date of this document;
- (h) any reference to any agreement or document includes that agreement or document as amended at any time;
- (i) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (j) the expression **at any time** includes reference to past, present and future time and the performance of any action from time to time;
- (k) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (l) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
- (m) reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document;
- (n) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;
- (o) when a thing is required to be done or money required to be paid under this document on a day which is not a Business Day, the thing must be done and the money paid on the immediately following Business Day; and
- (p) reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

SCHEDULE 1 Development Contributions

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Items of Works	Area	Hand-Over Date (or date of payment for Monetary Contributions)	Defects Liability Period	Contribution Value	Indexation source (for purposes of Clause 21.2)
Public Access Land					
'The Hub' publicly accessible space – public access easement	Area to be defined with Development Application for buildings B and C – stage 1 (not less than 2,000m ²)	Registration of easement prior to issue of buildings B and C - stage 1 occupation certificate	N/A	Contribution to public amenity – through site link and pedestrian connectivity	N/A
Works					
Norwest Lake lighting & security	A minimum of 20 smart light poles around Norwest Lake covering the pedestrian boardwalk, paths and public domain areas. The smart poles shall, at a minimum, include Smart Wireless LED Street Area Lighting, 4G/5G and WIFI connectivity, CCTV, Power Outlets, Signage and capacity for additional functions over time.	Prior to Construction Certificate for stage 1	12 months from Hand-Over Date	\$1,000,000.00	N/A
Solent Circle (East) and Norwest	Traffic lights at intersection	Operational April 2018	12 months from Hand-Over Date	\$1,500,000.00	N/A

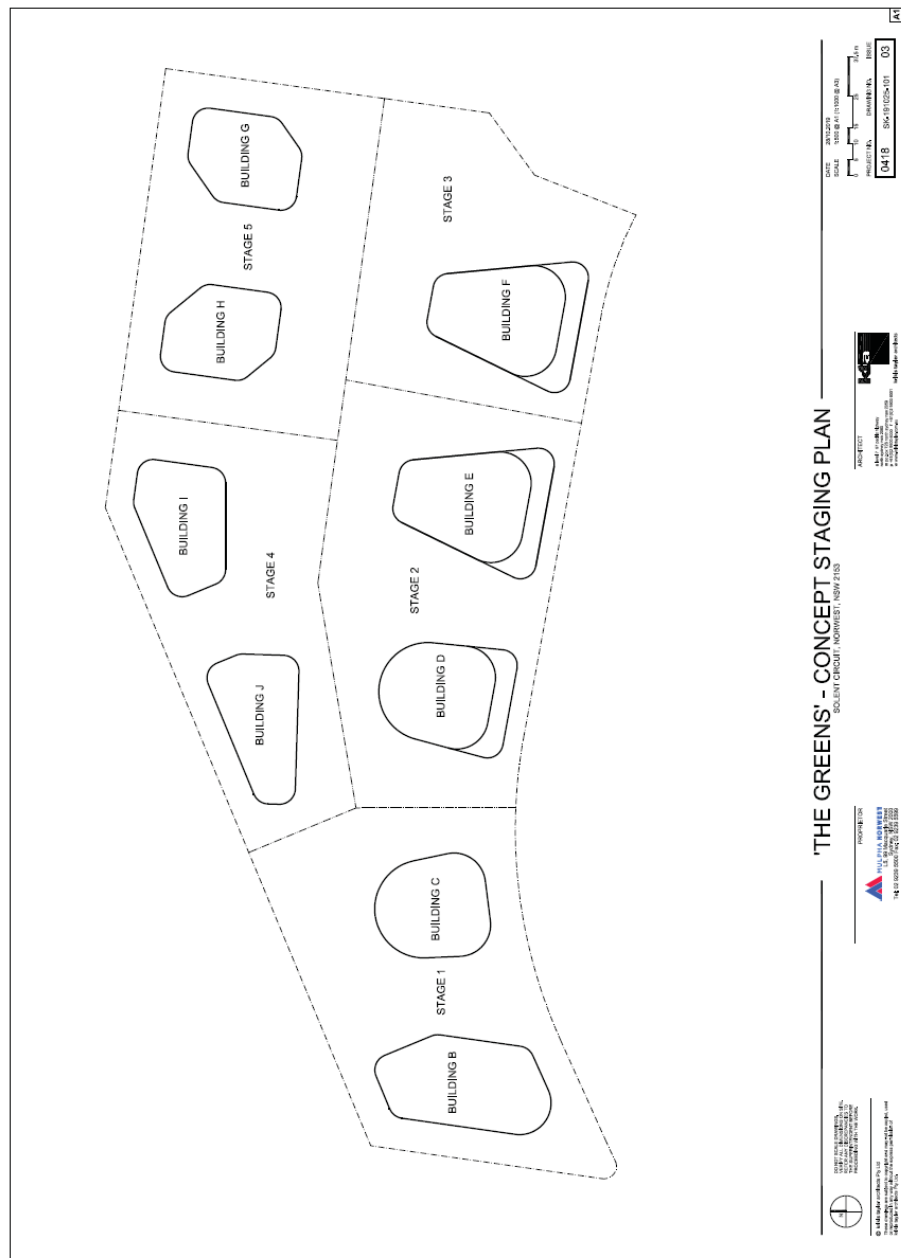
Boulevard traffic lights	on Norwest Boulevard				
Monetary Contributions					
Additional Passive open space and landscaping	Council to determine	Prior to Construction Certificate for Stage 1 (as per the Staging Plan)	N/A – Council responsible for defects	\$2,500,000.00	ABS PPI Non-residential Building Construction for NSW #3020
Contribution towards community facilities	Council to determine	Prior to Construction Certificate for Stage 2 (as per the Staging Plan)	N/A – Council responsible for defects	\$2,500,000.00	ABS PPI Non-residential Building Construction for NSW #3020
Pedestrian path and cycleway connection improvements	Council to determine	Prior to Construction Certificate for Stage 1 (as per the Staging Plan)	N/A – Council responsible for defects	\$750,000.00	ABS PPI Road and Bridge Construction for NSW #3101
Contribution towards traffic facilities	Traffic lights at intersection on Norwest Boulevard	Prior to Construction Certificate for Stage 3 (as per the Staging Plan)	N/A – Council responsible for defects	\$5,000,000.00	ABS PPI Road and Bridge Construction for NSW #3101
Contribution towards Active Open Space	Council sports field, local park, netball court, tennis court				
	Land Council sports field, local park, netball court, tennis court	Prior to Construction Certificate for Stage 4 (as per the Staging Plan)	N/A – Council responsible for defects	\$4,515,000.00	ABS Sydney Established House Price Index #6416
	Works Council sports field, local park, netball court, tennis court	Prior to Construction Certificate for Stage 5 (as per the Staging Plan)	N/A – Council responsible for defects	\$877,200.00	ABS PPI Non-residential Building Construction for NSW #3020

Schedule 2 - Location Plans



Draft Voluntary Planning Agreement
Part 40 Solent Circuit, Baulkham Hills

Staging Plan (Indicative for the Purpose of this Agreement)



Execution Page

The common seal of **The Hills Shire Council**
was affixed under a resolution passed by council
on
2019 in the presence of:

General Manager

Mayor

Witness

Witness

Executed by the Developer in accordance with
s127 of the *Corporations Act 2001* (Cth):

Secretary/Director

Director

Print name

Print name

Witness

Witness

**EXPLANATORY NOTE TO
VOLUNTARY PLANNING AGREEMENT
PLANNING PROPOSAL FOR Part 40 SOLENT CIRCUIT, NORWEST
FOR
PROPOSED RESIDENTIAL AND MIXED USE DEVELOPMENT**

Background

The developer has lodged a Planning Proposal with Council with the intention to develop the Land for proposed residential apartment development comprising nine residential buildings and ancillary retail facilities on vacant land known as The Greens at Part 40 Solent Circuit Norwest (**Proposed Development**). Upon approval of the Planning Proposal, the Developer proposes to lodge development applications with the Council for the site.

The Developer has offered to enter into the Planning Agreement in connection with the Planning Proposal to specify the development contributions to be made to Council in connection with the carrying out of the Proposed Development subject to and in accordance with the Planning Agreement.

Summary of Objectives, Nature and Effect of the proposed Planning Agreement

The objective of the proposed Planning Agreement is to record the terms of the offer made by the developer and its obligations to:-

- provide public access to land within the development known as The Hub with a pedestrian link, water play, recreation space, cafe terrace, restaurants and other services;
- carry out works in kind to improve traffic on Norwest Boulevard by provision of traffic lights at Solent Circuit (East) and provide lighting and security for public areas around Norwest Lake; and
- pay the Monetary Contributions to Council for additional active open space, landscaping, community and pedestrian/cycleway facilities, traffic lights at the intersection of Norwest Boulevard and Solent Circuit (west), land acquisition and works, and regional road infrastructure.

(Development Contributions).

The Planning Agreement relates to the delivery of infrastructure to support the increased demands for facilities arising from the development, to provide public amenity open space, public access to land, traffic infrastructure works and community facilities, and is generally consistent with The Hills Local Environmental Plan 2012 and The Hills Development Control Plan requirements for development in Norwest and the Baulkham Hills and Bella Vista suburbs.

If the proposed Planning Agreement is entered into between the developer and the Council, the developer will be required to make the Development Contributions as set out in Schedules 1 and 2 of the Planning Agreement. The works in kind respond to the subject proposal, on-going development in Norwest Business Park, the Sydney Metro North West rail project and are consistent with the objectives of Council's Contributions plans to improve public amenity and provide new infrastructure.

Assessment of the Merits of the proposed Planning Agreement and Impact on the Public

The Planning Agreement provides for contributions by the developer of approximately \$20.78M at the times set out in Schedule 1 of the Planning Agreement

It has been entered into to provide certainty for the developer and the Council as to the amount to be paid by way of contribution for infrastructure, and is targeted to the particular needs and opportunities arising from the proposed development.

Identification of how the proposed Planning Agreement promotes the public interest

The Planning Agreement will support the provision of new development to meet demand for employment and housing consistent with the Greater Sydney Region Plan, A Plan for Growing Sydney, the Central City District Plan, Council's Local Strategy and The Hills Corridor Strategy. The Planning Agreement supports the delivery of infrastructure required to meet traffic concerns, and expectations regarding community facilities in Norwest and Bella Vista Farm Park resulting in significant public benefit and amenity.

Identification of how the proposed Planning Agreement promotes elements of the Council's charter under the Local Government Act 1993

The Planning Agreement promotes the Council's charter under section 8 of the *Local Government Act 1993* by providing adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively. The Planning Agreement further keeps the local community informed of Council's activities.

Identification of the planning purpose served by the proposed Planning Agreement and whether the proposed Planning Agreement provides for a reasonable means of achieving that purpose

The Planning Agreement provides a reasonable means of achieving and securing outcomes envisaged by The Hills Local Environmental Plan 2012 and The Hills Development Control Plan by identifying the works, method of payment and timing to ensure the public benefits secured by the Planning Agreement meet the increased demand for public facilities within Norwest resulting from the development.

Identification of whether the agreement conforms with the Council's capital works program

The proposed Planning Agreement, in particular the development contributions, will assist in providing for local needs and infrastructure in association with Council's section 7.11 and 7.12 Contributions Plans.