

Proposed Clause 8.12 Gosford City Centre Incentives Clause

(1) The objectives of this clause are as follows:

- (a) To provide development incentives for land within zone B3 Commercial Core located within Gosford City Centre to maintain and reinforce the regional city status of Gosford City Centre,
- (b) Provide a catalyst for the social and economic development of Gosford City Centre,
- (c) To permit an additional 150,000 square metres of gross floor area in addition to that permitted by Clause 4.4 of the Gosford LEP 2014 in Gosford City Centre on land zoned B3 Commercial Core,
- (d) To ensure that taller buildings are located appropriately in relation to city form, view corridors, view impacts and in a manner that is complementary to the natural topography of the area,
- (e) To permit building heights that encourage high quality urban form,
- (f) To ensure that buildings and public areas continue to receive satisfactory exposure to sky and sunlight,
- (g) To minimise adverse environmental effects on the use or enjoyment of adjoining properties and the public domain,
- (h) To provide an appropriate correlation between the size of a site and the extent of any development on the site,
- (i) To control building bulk in relation to site area in order to achieve the desired character for Gosford City Centre,
- (j) To facilitate design excellence by ensuring the extent of floor space in building envelopes leaves generous space for the articulation and modulation of design,
- (k) To protect public open space from excessive overshadowing and to allow views to identify natural topographical features,
- (l) To facilitate the development of design excellence and green building solutions within the city core, and
- (m) To deliver significant public benefit to the community.

(2) This clause applies to land within Gosford City Centre zoned B3 Commercial Core.

(3) A provision of this clause prevails over any other provision of this Plan to the extent of any inconsistency.

(4) Where a development seeks to exceed the Height of Building and/or Floor Space Ratio outlined in the provisions of clauses 4.3 and/or 4.4 respectively, as it applies to the land, then:

- (i) the building height must not exceed RL 99; and
- (ii) the primary street frontage must be 40m in width and
- (iii) the area of the land must be equal to or greater than 2800m²

(5) Despite clauses 4.3 and 4.4, a development may exceed the maximum height shown for land on the Height of Buildings Map and the maximum floor space ratio for land on the Floor Space Ratio Map if the consent authority is satisfied that the development application prepared for the land has demonstrated the following:

- (i) The cumulative gross square metres of floor space within the B3 Commercial Core zone above the maximum floor space permitted by Clause 4.4 of the Gosford LEP 2014, resulting from the subject development consent together with all development consents granted since 21 May 2015 will not exceed 150,000 square metres in total;
- (ii) Design, excellence, including a high standard in urban design and landscape design, interior design, construction and historic preservation, including the requirements of clause 8.5 Design Excellence;

- (iii) No adverse relationship is created between the development and any other development that is or may be located on or near the site in relation to overshadowing, privacy, setbacks and visual amenity.
 - (iv) The development provides for retention of views to ridgelines from significant vantage points.
 - (v) The requirements of any applicable development control plan.
 - (vi) The development does not create any net additional overshadowing to that currently permitted by GLEP 2014 of Kibble Park, Graham Park and Ray Maher Field/Leagues Club Park between the hours of 10am and 3pm on the winter solstice and that any additional overshadowing does not reduce the amenity afforded to the listed public spaces.
 - (vii) The development provides for significant improvements to the public domain
 - (viii) Provides significant public benefit to the community
- (6) This clause does not apply to a development application lodged more than 2 years after the commencement of this clause.
- (7) Consents seeking to utilise this clause will be subject to a 2 year time limit.
- (8) The Council is to review this Clause to determine whether the policy objectives of the clause remain valid and whether the terms of the Clause remain appropriate for securing those objectives. The review is to be undertaken as soon as practicable after development consent has been granted that would result in the sum of increases in the gross floor area authorised under all consents granted in relation to land in the Gosford City Centre since 21 May 2015 exceeding 150,000 square metres.
- (9) Clauses 4.6, 5.6 and 8.9 do not apply to development applications utilising this clause.