
MINUTES of the duly convened Ordinary Meeting of The Hills Shire Council held in the Council Chambers on 26 July 2022

MEETING ABSENT

Clr A Hay OAM

Clr F De Masi

CALL OF THE AGENDA

A MOTION WAS MOVED BY COUNCILLOR BONEHAM AND SECONDED BY COUNCILLOR BLUE THAT items 3, 6, 7, 8, 9 and 10 be moved by exception and the recommendations contained therein be adopted.

THE MOTION WAS PUT AND CARRIED.

342 RESOLUTION

Items 3, 6, 7, 8, 9 and 10 be moved by exception and the recommendations contained therein be adopted.

ITEM 3 GAY STREET, CASTLE HILL – EXTENSION OF WORKS ZONE

343 RESOLUTION

1. Council endorse the extension of the existing 10 metre temporary 'Works Zone 7.00am - 5.00pm Monday – Friday: 7.00am-12.00pm Sat' restrictions on Gay Street, Castle Hill, as detailed in Figure 1 in the report for a further period of up to 12 months.
2. The General Manager be given delegated authority to approve any future request for an extension to the 'Works Zone' up to a maximum of three months beyond the approved 12 months.

ITEM 6 PROPERTY DEALINGS RELATING TO DEVELOPMENT MATTERS

344 RESOLUTION

1. Council consent to the release of two restrictions on the use of land from the title of Lot 1 DP 1274399 and Lot 102 DP 1268014, Lot 1 DP 1274399 Kendall Place and 3-7 Palaran Avenue, North Kellyville and the associated documents be authorised for execution under seal.
2. Council consent to the release of two temporary easements for access and drainage from the title of Lot 286 DP 1152852, 5 Cardell Road, Kellyville and the associated documents be authorised for execution under seal.
3. Council consent to the release of a restriction on the use of land from the title of Lot 3338 DP 1256526, 48 Lacunar Street, Gables and the associated documents be authorised for execution under seal.

ITEM 2 **POST EXHIBITION – PLANNING PROPOSAL, DRAFT DEVELOPMENT CONTROL PLAN AND DRAFT VOLUNTARY PLANNING AGREEMENT AT 21-23 LEXINGTON DRIVE, BELLA VISTA (1/2019/PLP)**

THEME: Shaping Growth

MEETING DATE: 26 JULY 2022

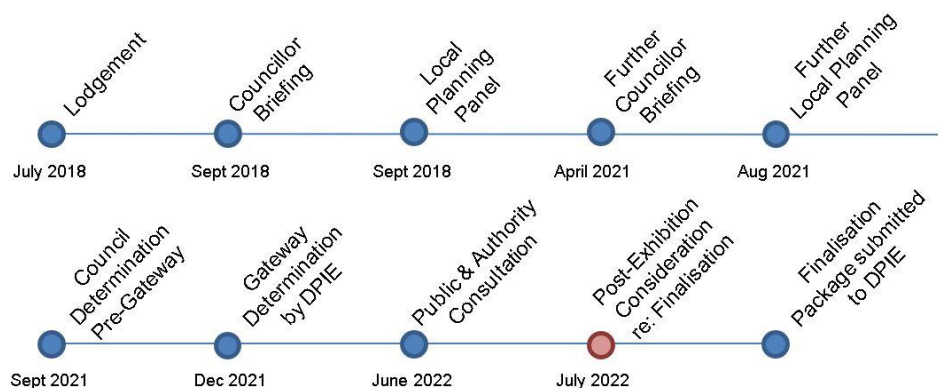
COUNCIL MEETING

GROUP: SHIRE STRATEGY, TRANSFORMATION AND SOLUTIONS

TOWN PLANNER

AUTHOR: EMMA LANGAN

RESPONSIBLE OFFICER: **MANAGER – FORWARD PLANNING**
NICHOLAS CARLTON



PURPOSE

This report details the outcomes of the public exhibition and public authority consultation undertaken for the planning proposal, draft Development Control Plan and draft Voluntary Planning Agreement relating to 21-23 Lexington Drive, Bella Vista. The application is being reported to Council for a decision on whether or not to progress the planning proposal to finalisation, adopt the Development Control Plan amendments and enter into the Voluntary Planning Agreement.

RECOMMENDATION

1. Council enter into the Voluntary Planning Agreement (Attachment 1) and authorise Council's common seal to be affixed to the Voluntary Planning Agreement.
2. The Voluntary Planning Agreement be executed and registered on the title of the land prior to the planning proposal being progressed to finalisation.

3. The planning proposal progress to finalisation in accordance with this report, subject to the inclusion of a local provision implementing a maximum car parking rate of 1 space per 40m² and a minimum car parking rate of 1 space per 60m² of commercial gross floor area, as recommended by Transport for NSW.
4. Draft amendments to The Hills Development Control Plan 2012 Part C Section 1 – Parking (Attachment 2) be adopted and come into force at the time the associated planning proposal is notified, subject to the incorporation of a maximum parking rate of 1 space per 40m² of commercial gross floor area and a minimum car parking rate of 1 space per 60m² of commercial gross floor area, as recommended by Transport for NSW.

IMPACTS

Financial

This matter has no direct financial impact upon Council's adopted budget or forward estimates.

The draft Voluntary Planning Agreement would result in the payment of monetary contributions to Council at a rate of 2.8% of the cost of development for any portion of gross floor area on the site over the area already approved by the existing DA 172/2022/JP. The Voluntary Planning Agreement offer is valued at approximately \$266,000. The monetary contribution will be allocated towards local infrastructure and public domain improvements within the vicinity of the site.

Strategic Plan - Hills Future

The Hills Future aims to manage new and existing development with a robust framework of policies, plans and processes that is in accordance with community needs and expectations. The planning proposal seeks to better utilise the existing site to provide for additional employment opportunities, consistent with the Strategic Plan. The planning proposal, VPA and DCP would contribute to the achievement of employment growth targets within the Hills Shire and promote better usage of existing and relatively well-serviced business park land in a manner which aligns with the strategic planning framework.

LINK TO HILLS SHIRE PLAN

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.

Outcomes:

5 Well planned and liveable neighbourhoods that meets growth targets and maintains amenity

EXECUTIVE SUMMARY

This report recommends that the planning proposal for land at 21-23 Lexington Drive, Bella Vista proceed to finalisation, the associated amendment to parking controls for the site within The Hills Development Control Plan 2012 (DCP) be adopted and that Council enter into the associated Voluntary Planning Agreement (VPA). The proposal seeks to amend the Floor Space Ratio Map under The Hills Local Environmental Plan 2019 (LEP 2019) to permit up to an additional 7,140m² of commercial Gross Floor Area (GFA) on the site (permitting a total of 27,540m² of GFA and approximately 918 jobs).

The VPA requires monetary contributions equating to 2.8% of the cost of development for any portion of GFA over the area approved in the existing DA 172/2022/JP. In essence, noting that a portion of the development has already been approved (DA 172/2022/JP), the VPA ensures that any further uplift and development on the site is required to pay contributions at the same rate as established under The Hills Section 7.12 Plan – Norwest Innovation Precinct, which would otherwise apply to new development on the land. The monetary contributions will be allocated towards local infrastructure and public domain improvements within the vicinity of the site.

The planning proposal, draft DCP and draft VPA were publicly exhibited from 3 June 2022 to 4 July 2022 and consultation with public authorities was completed concurrently. One (1) public submission was received and three (3) public authority submissions were received, from Transport for NSW ('TfNSW'), Endeavour Energy and Sydney Water. TfNSW's submission did not object to the proposed development, however the submission provided recommendations for consideration prior to finalisation, specifically in relation to the proposed parking rates. Endeavor Energy's and Sydney Water's submissions did not raise objection and provided recommendations to be addressed at the Development Application stage. Further detail on the outcomes of the public exhibition and public authority consultation is provided in Sections 6 and 7 of this Report.

Following consideration of the submissions, minor post-exhibition amendments to the planning proposal are recommended, as detailed within Section 8 of this Report. The issues raised within the public authority submission can be addressed through inclusion of a local provision in The Hills LEP 2019 relating to parking, as well as adjustments to the amendments proposed to the draft DCP. The recommended post-exhibition amendments remain consistent with, and would continue to permit, the proposed development outcome as sought by the Proponent and publicly exhibited by Council.

The planning proposal, DCP amendment and VPA will facilitate increased employment opportunities consistent with the strategic planning framework, within the built form envelope already approved on the site and supported by fair and reasonable contributions towards future local infrastructure provision.

PROPONENT

Urbis Pty Ltd

OWNERS

Capital Projects Corporation Pty Limited

POLITICAL DONATIONS

Nil disclosures by the Proponent

1. STRATEGIC CONTEXT

Table 1 below provides a comparison between the existing development standards, the relevant strategic framework and the proposed amendments that were supported by Council when the matter was considered for Gateway Determination in September 2021.

	Current Controls (LEP 2019)	NWRL Corridor Strategy	Proposed
Zone	B7 Business Zone	No change	No change
Height	RL 116 (11 storeys)	4-6 storeys	RL 116 (11 storeys) (no change)
Floor Space Ratio	2:1	2:1 - 4:1	2.7:1
Jobs	680	680 - 1360	918
Parking	763 (1 space per 25m ²)	Not Specified	676 (1 space per 40m ²)

Table 1
Comparison of current controls, strategic framework and proposed LEP amendments

2. THE SITE AND BACKGROUND

The site is known as 21-23 Lexington Drive, Bella Vista (Lot 7081 DP1037626) and is located approximately 500m walking distance from Bella Vista Metro Station. The subject site has a total area of 1.02 hectares and is currently vacant. The land has a fall of approximately 8 metres from the north-east to the south-west of the site, towards Lexington Drive. The site is within the Bella Vista Station Precinct and the Sydney Metro Northwest tunnel is located directly beneath the land.



Figure 1
Aerial view of site and surrounding locality

The subject planning proposal was initially lodged in July 2018 seeking to permit a twelve to fourteen storey commercial building with a total gross floor area of 35,153m² and FSR of 3.45:1. However, the planning proposal was placed on hold at the request of the Proponent.

Following this, a Development Application (172/2021/JP) was lodged with Council for the construction of an eleven storey commercial development, under the applicable planning framework and controls. The development comprised a total GFA of 20,400m² including 16,500m² of commercial floor space, food and drink premises, an indoor recreation facility, serviced apartments and 753 car spaces. The development application was approved in June 2021.

The Development Application (172/2021/JP) was approved under the current planning framework and complies with the relevant development standards currently applicable to the land (including the maximum height of RL116 metres, maximum FSR of 2:1 and required parking rate of 1 space per 25m² of commercial GFA.) The front elevation of the approved built form is shown in Figure 2 below.



Figure 2

Approved built form Development Consent 172/2021/JP

Council received a revised planning proposal documentation from the Proponent in January 2021, which sought a maximum FSR of 2.7:1 (in comparison to the original application which sought an FSR of 3.45:1). The revised planning proposal seeks to convert two levels of approved aboveground car parking into commercial floor space within the same building envelope approved under the development application (i.e., some of the areas currently approved for the purpose of parking would instead be used as additional commercial floor space).

In January 2022, a modification application was lodged for the subject site. The application seeks consent for the additional commercial floor space that would be facilitated through the planning proposal, if the planning proposal was to proceed to finalisation. The modification application is currently under assessment by Council.

3. SUMMARY OF PROPOSAL

a) Planning Proposal

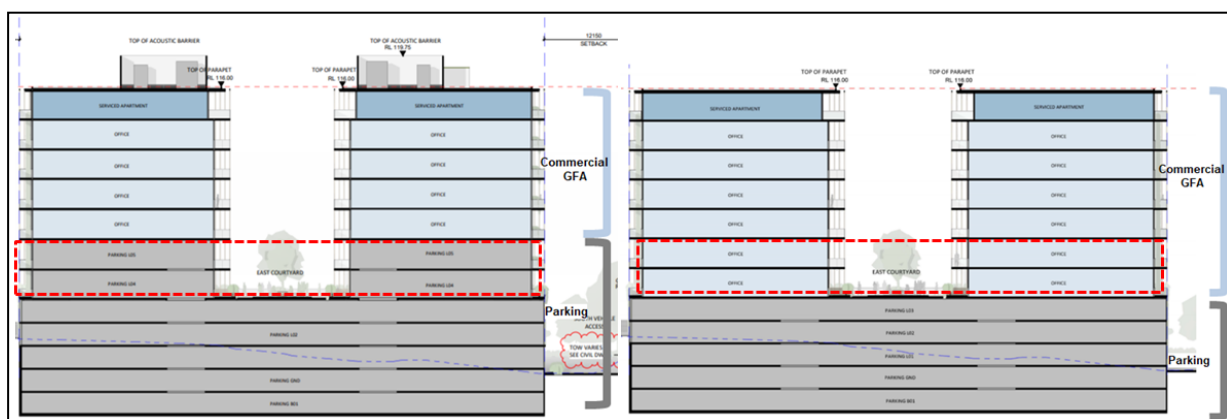
The planning proposal applies to land at 21-23 Lexington Drive, Bella Vista and is zoned B7 Business Park. The proposal seeks to facilitate additional commercial floor space on the site through amendments to the Floor Space Ratio Map. Specifically, the planning proposal seeks to increase the maximum floor space ratio applicable to the site under LEP 2019 from 2:1 to 2.7:1, facilitating an additional 7,140m² of commercial GFA (totalling 27,540m² of commercial GFA on the site and approximately 918 jobs). The proposal does not seek to amend the maximum building height permitted on the site and the intended development outcome would remain within the 11 storey commercial built form envelope already approved on the site, albeit with some areas currently approved for above ground parking to instead be used as commercial floor space.

The Proponent sought to reduce the car parking rate applicable to the site under Council's DCP from the current rate of 1 parking space per 25m² of GFA to Council's established Commercial Centres rate of 1 space per 40m² of GFA.

In combination, these amendments will allow the proposed floor space to be accommodated within the same building envelope approved on the site (DA 172/2022/JP), by converting two approved levels of aboveground car parking into additional commercial office floor space. The development concept provided to support the planning proposal is provided in Figures 3 and 4 below.



Figure 3
Development concept/approved built form

**Figure 4**

Development Consent (left) and Planning Proposal Concept (right)
Floors to be converted from parking to commercial space outlined in red

A comparison between the outcomes approved under the Development Consent (DA 172/2021/JP) and those sought through the planning proposal is provided in the table below.

	DA Approval (172/2021/JP)	Planning Proposal (2021)	Net Change
Zone	B7 Business Park	B7 Business Park	No change
Building Height	RL116 (11 storeys)	RL116 (11 storeys)	No change
FSR	2:1	2.7:1	+ 0.7:1
GFA	20,400m ²	27,540m ²	7,140m ²
Jobs	680	918	+ 238
Parking Spaces	753	676	- 77

Table 2

Comparison table between approved DA 172/2021/JP and Planning Proposal

On 28 September 2021, Council considered the planning proposal and resolved that the proposal should proceed to Gateway Determination and subsequently be placed on public exhibition.

b) Development Control Plan Amendments

Amendments to Part C Section 1 – Parking of The Hills Development Control Plan 2012 have been prepared and publicly exhibited concurrently with the planning proposal. The amendment would allow Council's existing Commercial Centres parking rate of 1 space per 40m² of commercial GFA to be applied to the site.

The reduced parking rate represents an appropriate response to the site's proximity to Bella Vista Metro Station and assists in mitigating the traffic generating potential of the development. The reduction in required parking is consistent with similar planning decisions in the broader Norwest Strategic Centre on commercial development sites within the walking catchment of a Metro Station, in reflection of the availability of mass public transport (refer to Table 3 below). The draft Development Control Plan amendment is provided as Attachment 2.

Location	Parking Rate
Norwest Station Site 25-31 Brookhollow Avenue, Norwest	Maximum of 1 space per 100m ² of GFA
Kellyville and Bella Vista Station Sites	Maximum of 1 space per 100m ² of GFA (proposed in SSDA)
2-4 Burbank Place, Norwest	Minimum of 1 space per 60m ² of GFA
34-46 Brookhollow Avenue, Norwest (proposed)	Minimum of 1 space per 60m ² of GFA
14-16 Brookhollow Avenue, Norwest (proposed)	Maximum of 1 space per 100m ² of GFA Minimum of 1 space per 75m ² of GFA
21-23 Lexington Drive, Bella Vista (subject proposal)	Minimum of 1 space per 40m ² of GFA

Table 3

Comparison of parking rates – recent planning proposals and State Significant Development Applications

As shown above, even in reducing the rate to Council's existing centres parking rate, the proposed parking rate for this site remains higher than the rates applied through other recent decisions in relation to sites within a walkable catchment of the metro. The draft Development Control Plan amendments were considered by Council on 28 September 2021, alongside the planning proposal. Council resolved to publicly exhibit the amendments concurrently with the planning proposal.

c) Voluntary Planning Agreement

The draft VPA requires monetary contributions to be paid in association with any portion of GFA over the area approved in the existing DA 172/2022/JP, calculated at a rate of 2.8% of the cost of development. The VPA offer acknowledges that the existing development application (with an FSR of 2:1) has already been approved, with a contribution levy of 1% of the cost of works applied under the Shire-wide Section 7.12 Contributions Plan which applied at the time of consent.

The draft VPA does not seek to amend this established contribution amount under the existing consent. Rather, it offers monetary contributions at a rate of 2.8% of the cost of works with respect to any additional commercial floor space that would be directly facilitated through the planning proposal and LEP amendment. The contribution rate of 2.8% is intended to reflect the same rate that now applies to the site, as established under Council's Section 7.12 Norwest Innovation Plan.

The total indicative value of this VPA offer associated with the additional uplift granted through the planning proposal is valued at approximately \$266,000. The monetary contribution will be allocated to Council to expend, at its discretion, on local infrastructure and public domain improvements within the vicinity of the site. The draft Voluntary Planning Agreement is provided as Attachment 1.

On 28 September 2021, Council resolved to accept, in principle, the draft VPA, with the VPA to be subject to legal review, updated in accordance with the recommendations of the legal review and subsequently placed on public exhibition concurrent with the planning proposal and draft Development Control Plan amendments.

In accordance with Council resolution, the draft VPA was subject to external legal review on behalf of Council, which was completed in May 2022. The external Solicitors representing Council advised of several relatively minor amendments that should be made to the draft agreement. The Proponent agreed to these amendments arising from the legal review and they

were subsequently incorporated into the draft VPA and reflected in the version which was placed on public exhibition concurrent with the planning proposal and draft DCP.

4. GATEWAY DETERMINATION

A Gateway Determination was issued by DPE on 23 December 2021, which authorised the planning proposal to proceed to public exhibition.

Condition 1 of the Gateway Determination required the planning proposal to be amended to include a clause that requires concurrence of the Planning Secretary to consider the potential effects of the development on existing and proposed future infrastructure in the area. The planning proposal has been updated to include this local provision.

Conditions 2 and 3 of the Gateway Determination required public exhibition of the planning proposal for a minimum of 28 days and consultation to be undertaken with Transport for NSW, Sydney Water and Endeavour Energy. These conditions of the Gateway Determination have been complied with and the outcomes of the public exhibition and public authority consultation are discussed further in Sections 6 and 7 of this Report.

The milestone timeframes required public exhibition of the planning proposal by April 2022 and a post-exhibition report to Council by July 2022. While the planning proposal did not commence public exhibition until 3 June 2022, as a result of the legal review process, the proposal remains on-track and is progressing within DPE's milestone timeframes, with this post-exhibition report to Council in July 2022.

The planning proposal is required to be finalised by September 2022.

All conditions have been satisfied and a copy of the Gateway Determination is provided as Attachment 3.

It is noted that Council does *not* have delegation for making the Local Environmental Plan and as such, DPIE will be the final determining authority with respect to the making of the Plan.

5. EXHIBITION DETAILS

The planning proposal, draft DCP and draft VPA were publicly exhibited from 3 June 2022 to 4 July 2022. The exhibition was advertised on Council's website, in Council's 'Have your Say' newsletter and web page, on Council's public notices page and on Council's social media pages (Facebook, Instagram and LinkedIn). A total of 622 property owners were notified by direct mail.

In accordance with the Gateway conditions, Council wrote directly to Transport for NSW, Sydney Water and Endeavour Energy to request comments on the planning proposal, draft DCP and draft VPA.

6. PUBLIC AUTHORITY SUBMISSIONS

Three (3) public authority submissions were received from TfNSW, Endeavour Energy and Sydney Water.

Endeavour Energy's submission did not raise objection to the planning proposal and provided information regarding indoor substation requirements and fire restrictions for substations. Endeavour Energy objects to the planting of deep-rooted trees near electrical infrastructure, however deep-rooted trees are not proposed in proximity to the existing electrical infrastructure in the concept plans. Sydney Water provided further information with respect to water servicing and wastewater servicing needs of the proposed development. While some minor augmentation may be required, the submission confirmed that water and wastewater servicing is available to

the site. Endeavour Energy's and Sydney Water's submissions are able to be addressed at the Development Application stage and do not warrant any amendments to the planning proposal.

The submission from TfNSW did not object to the planning proposal, however it provided recommendations for further consideration prior to finalisation, including revised parking rates. A summary and response to the comments made by TfNSW is provided below.

- I. **Issue:** *The current applicable DCP parking rate is not considered sustainable for future development in Bella Vista and does not encourage a mode shift to more sustainable modes of travel.*

Comment:

It is acknowledged that the current parking rates applicable to the site and broader Norwest Strategic Centre were established prior to the opening of the Sydney Metro Northwest and as such, are not reflective of the increased availability of public transport. For this reason, Council had supported the Proponent's request to reduce the parking rate applicable to the site.

Separate from this planning proposal, a broader review of parking rates within Council's Centres is currently underway in accordance with Action 12.1 of Council's LSPS. Regional traffic modelling for Castle Hill, Showground, Norwest and Bella Vista Precincts is also underway. The progression of this additional work will provide an evidence base for Council to determine the most appropriate parking rates and policies for future development in Bella Vista.

- II. **Issue:** *The proposed implementation of a 'minimum' car parking rate is unlikely to be an effective tool in reducing car dependency and allows the developer flexibility to provide an oversupply of parking. A local provision within the Hills LEP 2019 requiring commercial parking be provided within a minimum of 1 space per 60m² and a maximum of 1 space per 40m² commercial GFA should instead be implemented. Alternatively, if a local provision in the LEP 2019 cannot be implemented, the draft amendments to the Hills DCP 2012 should include a parking rate within a range of 1 space per 60m² and 1 space per 40m² of commercial GFA.*

Comment:

The draft DCP amendments were expressed as a 'minimum' car parking rate to allow flexibility for additional spaces to be provided within the development, should a particular use necessitate a greater provision of parking for access and/or viability. Notwithstanding this, the minimum and maximum range recommended by TfNSW would also provide opportunity for the Developer to tailor the final parking provision as part of a future Development Application, having regard to the likely tenants and their needs. The proposed minimum and maximum parking rate would effectively encourage a greater mode shift towards more sustainable modes of travel and support the long term development of Bella Vista.

The minimum rate of 1 space per 60m² is appropriate given the site's proximity to Bella Vista Station. This rate has been reflected in decisions on several other planning proposals in Norwest and Bella Vista, where the rate of 1 space per 60m² of GFA was permitted. On September 28 2021, when Council resolved to progress with the planning proposal, it was noted that a rate of 1 space per 60m² of commercial GFA *would* likely have been justifiable for this subject site, however it was acknowledged that the Proponent had not sought to reduce the parking rate to that extent at the time and as such, the Proponent's requested (higher) rate of 1 space per 40m² was accepted.

TfNSW's recommendation to include a local provision and draft DCP amendments is considered to be appropriate, given the site's location in relation to Bella Vista Metro Station and the consistency of these rates with similar sites and decisions of both Council and State Government. TfNSW's recommended amendments have been reflected in the discussion contained within Section 8 of this Report.

- III. **Issue:** *Future Development Applications will need to comply with s2.98 of the State Environmental Planning Policy (Transport and Infrastructure) 2021 and will require the proponent to consult with and obtain concurrence from the Sydney Metro Authority and TfNSW for development over the Sydney Metro Northwest corridor.*

Comment:

As the site is located above the tunnels for the Sydney Metro Northwest any future Development Applications or modification applications will consider s2.98 of the State Environmental Planning Policy (Transport and Infrastructure) 2021 and the consultation requirements. This will be a matter for further consideration as part of any Development Application.

7. PUBLIC SUBMISSIONS

One (1) public submission was received during the public exhibition period. The submission objected to the reduction in parking on account of insufficient parking within the locality generally. A summary of the key issue raised in the public submission and a response is provided below:

- I. **Issue:** *Street parking and visitor parking is considered insufficient along Lexington Drive, Bella Vista. The submission author objects to the reduction of parking to 1 space per 40m² of GFA on account of insufficient parking on Lexington Drive.*

Comment:

The reduction in car parking from Council's historical DCP rate of 1 parking space per 25m² (which was established prior to the provision of high frequency mass public transport to the precinct in the form of the Sydney Metro Northwest) to a lower rate is consistent with the strategic framework, anticipated mode shift toward public transport and TfNSW's position on parking provision and traffic generation within proximity to Metro Stations.

TfNSW's submission "positively welcomed" the proposed reduction of parking to 1 space per 40m² of GFA on the site and recommends a range for parking requirements to further limit the potential for any greater amount of parking than this rate on the site. It is expected that as there is more substantial shift away from private vehicle use toward the Metro to access Bella Vista, there will be a reduced demand for visitor parking within the developments along Lexington Drive. Further, for the extent of development uplift anticipated under the strategic planning framework to occur within this locality, it will be necessary to reconsider travel behaviour and the rate and provision of parking for private vehicles, to avoid unacceptable levels of traffic congestion within the broader Norwest Strategic Centre.

The existing parking rate of 1 space per 25m² of GFA parking rate was established prior to the opening of the Sydney Metro Northwest. Even Council's Commercial Centres parking rate (1 space per 40m²) was established prior to the opening of the Sydney Metro Northwest and as such, while it does not reflect the full extent of modal shift that is expected, it nonetheless reflects the greater availability of public transport options to access the locality. The reduction in required parking is consistent with similar planning decisions in the broader Norwest Strategic Centre on commercial development sites within the walking catchment of a Metro Station (as depicted in Table 3).

The Hills DCP does not specify the amount of car parking that is to be allocated to visitors within commercial developments. This is determined by the market, developers and businesses as their needs evolve and change.

8. POST EXHIBITION AMENDMENTS

Following a review of the submissions received, post-exhibition amendments are proposed, as detailed below. The recommended amendments are minor in nature and respond to the submission received from TfNSW and as such, further exhibition of the planning proposal is not warranted.

- Planning Proposal

It is recommended that the planning proposal be amended to include a local provision that stipulates a maximum car parking rate of 1 space per 40m² and a minimum car parking rate of 1 space per 60m² of commercial gross floor area. The local provision aligns with the recommendations of TfNSW. It is noted that Council resolved to include a similar local provision with a minimum and maximum parking rate for planning proposal 14-16 Brookhollow Avenue, Norwest following consultation with TfNSW (albeit with lower rates specified for that site).

This provision would allow the development to provide between 459 and 689 parking spaces for a development with an FSR of 2.7:1. The Proponent’s planning proposal concept and material demonstrates the intention to provide 689 spaces and as such, if the planning proposal is amended as recommended to include this parking ‘range’, it would still facilitate the intended development outcome sought by the Proponent.

The application of a ‘range’, rather than a minimum rate only, would create potential for the Proponent to provide less parking spaces, with a minimum provision of around 459 spaces. However, as established earlier within this report, it is considered that even this lower rate of provision would be appropriate given the location of the site within the walkable catchment of the Bella Vista Station and the prevailing parking rates being applied to other similar sites (which permit even lower parking rates than this). Importantly, a reduction in parking to this extent would not impact on the amount of floor space that could be delivered on the site, which would continue to be regulated by the proposed FSR control of 2.7:1, regardless of the amount of parking provided.

The following table provides an overview of the proposed and recommended parking rates for 21-23 Lexington Drive, Bella Vista.

	Exhibited Planning Proposal	TfNSW Recommendation	
		Maximum	Minimum
Car Parking Rate	Minimum of 1 space per 40m ² of GFA (no maximum limit)	1 space per 40m ² of GFA	1 space per 60m ² of GFA
FSR	2.7:1	2.7:1	2.7:1
Commercial GFA	27,540m ²	27,540m ²	27,540m ²
Number of Car Parking Spaces	689	689	459

Table 4
Comparison of proposed and recommended parking rates

Delegation for the making of the LEP has not been issued to Council under the Gateway Determination. Therefore, if Council resolves to forward the planning proposal to the Department for finalisation in its current form (without the local provision relating to car parking), it is possible that DPE could impose a local provision consistent with the TfNSW submission, irrespective of Council’s resolution.

- Voluntary Planning Agreement

It is considered that no post exhibition changes to the Voluntary Planning Agreement are warranted. The Voluntary Planning Agreement will sufficiently capture contributions associated with any variation to the floor space above the area approved in the existing DA 172/2022/JP.

- Development Control Plan

It is recommended that the draft amendments to Part C Section 1 - Parking of The Hills Development Control plan be updated to include a minimum parking rate of 1 space per 60m² of commercial GFA and a maximum rate of 1 space per 40m² of commercial GFA for 21-23 Lexington Drive, Bella Vista. This will ensure the DCP controls align with the new local provision for parking as recommended by TfNSW.

CONCLUSION

It is recommended that Council proceed to finalisation of the planning proposal, adopt the draft amendments to the DCP and execute the associated VPA. The planning proposal, DCP amendment and VPA will facilitate increased employment opportunities consistent with the strategic planning framework, in an appropriate built form and supported by fair and reasonable contributions towards future local infrastructure provision. The development uplift in the planning proposal would be adequately supported by local infrastructure contributions as secured through the Voluntary Planning Agreement.

Following consideration of the submissions, minor post-exhibition amendments to the planning proposal are recommended, as detailed within Section 8 of this report.

ATTACHMENTS

1. Draft Voluntary Planning Agreement (18 pages)
2. Draft The Hills DCP 2012 Part C Section 1 – Parking (37 pages)
3. Gateway Determination, 23 December 2021 (2 pages)

PLANNING AGREEMENT

21-23 Lexington Drive, Bella Vista

THE HILLS SHIRE COUNCIL

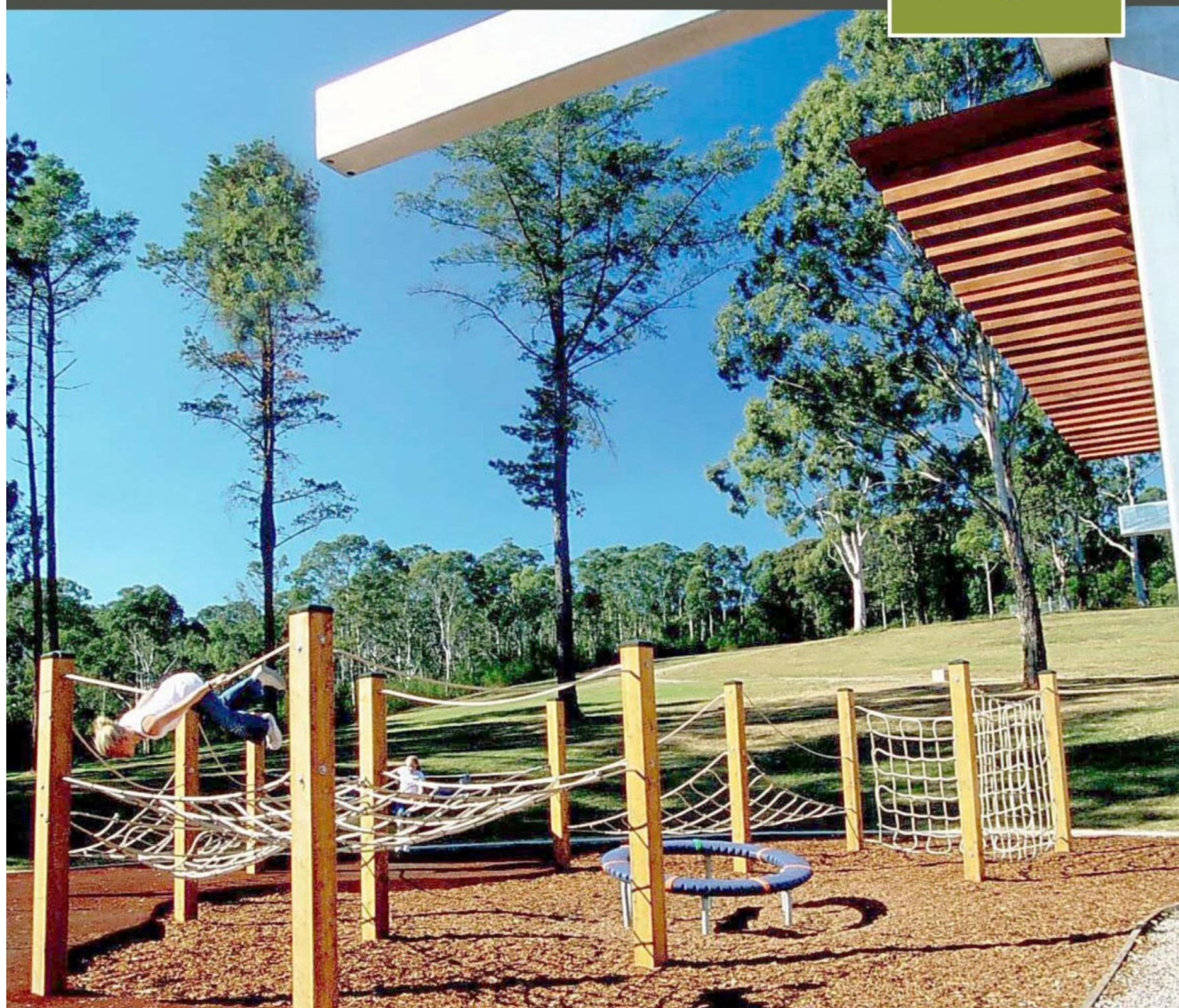
CAPITAL PROJECTS CORPORATION PTY LIMITED

www.thehills.nsw.gov.au

Sydney's Garden Shire

ATTACHMENT 1

HILLS



The Hills Shire Council

3 Columbia Court, Norwest NSW 2153
PO Box 7064, Norwest BC 2153 Phone (02) 9843 0555

PRELIMINARY DRAFT – June 2022

**Planning Agreement
Summary Sheet**

Council	Name	The Hills Shire Council
	Address	3 Columbia Court Norwest, NSW 2153
	Telephone	(02) 9843 0555
	Email	council@thehills.nsw.gov.au
	Representative	Mr Michael Edgar – General Manager
Developer	Name	Capital Projects Corporation Pty Limited ACN 056 361 007
	Address	Level 1, 1 Jamison Street, Sydney, NSW 2000
	Telephone	02 90554589
	Email	rdecarvalho@capcorp.com.au
	Representative	Richard de Carvalho
Land		Lot 7081 in DP 1037626 known as 21-23 Lexington Drive, Bella Vista
Instrument Change		Amendment to The Hills Local Environmental Plan 2019 as it relates to the Land.
Planning Proposal		Planning Proposal 1/2019/PLP
Dedication Land		Not applicable
Works		Not applicable
Monetary Contributions		See Schedule 1
Security Amount		nil

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Planning Agreement

Dated

Parties

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

Capital Projects Corporation Limited ACN 056 361 007 of Level 1, 1 Jamison 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 registered proprietor of the Land.
- C. The Developer has obtained development consent in relation to the Land ("The Existing DA")
- D. The Developer has lodged the Planning Proposal with Council in respect of the Land seeking the Instrument Change so as to enable Development Application(s) to be made in relation to the Land.
- E. Upon publication of the Instrument Change, the Developer proposes to lodge Development Application(s) in respect of the Land.
- F. The Developer has offered to make Development Contributions in the nature of Monetary Contributions if the Instrument Change occurs on the terms set out in this Agreement. The Developer clarified and confirmed its offer in writing on 8 September 2021.

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 at the back of this Agreement.

2. Planning agreement under the Act

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

3. Application of this document

This document is made in respect of the Proposed Development and applies to the Land.

4. No restriction on Council's Powers

4.1 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).

4.2 The Developer acknowledges and agrees that:

- (a) nothing which the Council does or fails to do under this Agreement will limit or otherwise affect the Developer's obligations under the Development Consent; and
- (b) nothing which the Council does, fails to do or purports to do in performing the Council's statutory functions or powers will constitute or amount to a breach of this Agreement.

5. Operation of this Agreement

5.1 This Agreement operates from the date it is executed by both parties.

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

6. Monetary Contributions**6.1 Payment**

- (a) The Developer must pay the Monetary Contributions in accordance with Schedule 1 of this Agreement and any other provision of this Agreement relating to Monetary Contributions on or before the date for payment specified in Column 2 of Schedule 1 of this Agreement. Time is essential in this respect.

- (b) Payment of the Monetary Contributions may be made by bank cheque in favour of Council or electronic funds bank transfer to Council's nominated bank account.
- (c) A Monetary Contribution will be taken to have been made when Council notifies the Developer in writing that the bank cheque has been received and cleared funds have been deposited in Council's nominated bank account.

6.2 Public Purpose

- (a) The Monetary Contributions are required for the funding of the construction of, or improvements to local infrastructure and the public domain in the vicinity of the Land, as determined by the General Manager of Council from time to time and Council will apply the Monetary Contributions for those purposes.
- (b) Despite the description and location of works specified in Column 1 of Schedule 1 of this Agreement, Council may at its full discretion apply the Monetary Contributions towards another public purpose specified in this Agreement or a public purpose (including but not limited to works or land acquisition) it deems appropriate to service new development within the Precinct if Council reasonably considers that the public interest would be better served by applying the Monetary Contributions towards that other purpose rather than the purpose so specified.

7. Application of s7.11 and s7.12 of the Act

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

8. Termination

- 8.1 This clause is subject to clause 16 herein.
- 8.2 This Agreement will terminate in the event that the Instrument Change as it relates to the Land does not occur.

9. Consequences

- 9.1 On the date of termination or rescission of this Agreement, subject to the following sub-paragraph each party releases each other from any obligation to perform any term, or any liability arising out of, this document after the date termination.
- 9.2 Termination or rescission of this Agreement does not release either party from any obligation or liability arising under this Agreement before termination or rescission.

10. 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.

11. Notices

- 11.1 Any notice to or by a party under this Agreement must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender.
- 11.2 Any notice may be served by delivery in person or by post or transmission by email to the address or number of the recipient specified in the Summary Sheet or most recently notified by the recipient to the sender.
- 11.3 Any notice is to be treated as given or made at the following time:
- (a) if it is delivered, when it is left at the relevant address;
 - (b) if it is sent by post, two (2) Business Days after it is posted;
 - (c) if it is sent by email, at the time it is sent.
- 11.4 If any notice is delivered on a day that is not a business day, or if on a business day, after 5.00pm on that day on the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

12. Breach Notice and Rectification

- 12.1 If the Developer is, in the opinion of Council, in breach of a material obligation under this document, Council may provide written notice of the breach to the Developer and require rectification of that breach within a reasonable period of time (**Breach Notice**).
- 12.2 Unless there are compelling reasons to extend or abridge the period of time permitted for rectification, a reasonable period of time is taken to be fourteen days from receipt of a Breach Notice.
- 12.3 If the breach is not rectified within the time specified in the Breach Notice, or otherwise agreed between the Parties, Council may rectify the breach as the agent of the Developer and at the risk of the Developer. The Developer must pay all reasonable costs incurred by Council in remedying the breach.

13. Dispute resolution**13.1 Disputes**

If a party claims that a dispute has arisen under this document (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 13.1.

13.2 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.

13.3 Negotiation

The nominated representative must:

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

13.4 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 13.5.

13.5 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 13.5 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) the parties 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.

13.6 Litigation

If the dispute is not finally resolved in accordance with this clause 13, either party is at liberty to litigate the dispute.

13.7 Continual performance

Each Party must continue to perform its obligations under this Agreement while any dispute is being determined under this clause.

14. Enforcement

14.1 Restriction on the issue of Certificates

- (a) In accordance with section 6.10 of the Act and clause 154E of the Regulation the obligation to pay Monetary Contributions under this Agreement must be satisfied prior to the issue of any Occupation Certificate for any Development Consent for the Proposed Development or any part of the Proposed Development.
- (b) Until such time as the Monetary Contributions under this Agreement have been paid in full and the Developers obligations herein have been met, an Occupation Certificate must not be issued and the Developer must:
 - i. notify the Council in writing of the name and contact details of any Certifying Authority to which it has applied for an Occupation Certificate at the same time that such application is made; and
 - ii. procure and provide to Council a written acknowledgement from the Certifying Authority addressed to Council confirming that the Certifying Authority will not issue an Occupation Certificate until Council provides written confirmation that the Development Contributions have been delivered and the Developers obligations herein have been met.

14.2 General Enforcement

- (a) This Agreement may be otherwise enforced by either Party in any court of competent jurisdiction.
- (b) For the avoidance of doubt, nothing in this Agreement prevents:
 - i. a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; and
 - ii. the Council from exercising any function under the Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

15. Registration of Agreement on Title**15.1 Registration of this Agreement**

- (a) The Developer agrees to procure the registration of this Agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the Register of the Land in accordance with section 7.6 of the Act within thirty (30 days) of execution of this Agreement.
- (b) The Developer will promptly after the execution of this Agreement take all practical steps, and otherwise do anything that Council reasonably requires to procure:
 - i. the consent of each person who:
 - (a) has an estate or interest in the Land registered under the *Real Property Act 1900* (NSW); or
 - (b) is seized or possessed of an estate or interest in the Land.
 - ii. an acceptance of the terms of this Agreement and an acknowledgement in writing from an existing mortgagee in relation to the Land that the mortgagee will adhere to the provisions of this Agreement if it takes possession of the Land as mortgagee in possession;
 - iii. the execution of any documents; and
 - iv. the production of the relevant duplicate certificates of title.
- (c) The Developer will take all practical steps, and otherwise do anything that Council reasonably requires:
 - i. to procure the lodgment of this Agreement with the Registrar-General as soon as reasonably practicable after this Agreement comes into operation, but in any event, no later than 10 Business Days after that date; and
 - ii. to procure the registration of this Agreement by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this Agreement is lodged for registration.

15.2 Release from Registration

Council will at the request of the Developer in writing, release the Land from registration of this document if it is terminated in accordance with clause 8 or when the Monetary Contributions have been received by Council and no other money is owing to Council under this Agreement. The obligations of Council are satisfied when Council provides the Developer with a signed Request in registrable form for the release of registration of this Agreement.

15.3 Registration Expenses

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

16. Costs

The Developer is to pay to Council, the Council's costs associated with the negotiation, preparation, exhibition, legal review, execution registration of this Agreement and ancillary costs including but not limited to enforcement, within 7 days of a written demand by Council for such payment.

17. GST

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.

18. General**18.1 Assignment**

- (a) A party must not transfer any right or liability under this document without the prior consent of each other party, except where this document provides otherwise
- (b) The Developer acknowledges and agrees Council may in its absolute discretion, refuse to consent to any sale, transfer, assignment of the Land until this Agreement is registered against the title to the Land.
- (c) In the event that the Developer enters into a contract for the sale of the Land the subject of the Proposed Development, the Developer (as vendor) shall disclose to the purchaser the existence of this Agreement.

18.2 Governing law and jurisdiction

- (a) This document 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.

18.3 Amendments

Any amendment to this document has no force or effect, unless effected by a document executed by the parties.

18.4 Third parties

This document confers rights only upon a person expressed to be a party, and not upon any other person.

18.5 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.

18.6 Further assurance

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

18.7 Continuing performance

- (a) The provisions of this document 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 document 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.

18.8 Waivers

Any failure by any party to exercise any right under this document 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.

18.9 Remedies

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

18.10 Counterparts

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

18.11 Party acting as trustee

If a party enters into this document as trustee of a trust, that party and its successors as trustee of the trust will be liable under this document 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 document:

- (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;
- (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.

18.12 Representations and warranties

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

18.13 Severability

If a clause or part of a clause of this document can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

19. Definitions and interpretation

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.

Development Application means any development application made under Part 4 of the Act or application under s4.55 of the Act for the modification of the Existing DA for the Proposed Development.

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

Development Contributions means the Monetary Contributions.

Existing DA means development consent 172/2021JP as determined by the Sydney Central City Planning Panel on 9 June 2021 approving a Mixed Use Development including Commercial Office Floor Space and Serviced Apartments – totalling 20,400m² of Gross Floor Area.

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.

Instrument Change means amendment to The Hills Local Environmental Plan 2019 as it relates to the Land as a result of the Planning Proposal application number 1/2019/PLP resulting in an increase in Floor Space Ratio from 2.0:1 to 2.7:1.

Land means Lot 7081 in DP 1037626 known as 21-23 Lexington Drive, Bella Vista

Monetary Contributions means a monetary contribution to be made by the Developer pursuant to clause 6 of this Agreement and identified as payable to Council in Schedule 1 of this Agreement.

Occupation Certificate means the same thing as in the Act.

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

Planning Proposal means planning proposal 1/2019/PLP

Precinct means:

- a) upon the adoption of a Contributions Plan under the Act for the area within which the Land is located, the area to which that Plan applies and any area of land in the general vicinity of such area;
- b) prior to the adoption of any Contribution Plan of the nature referred to in (a) above, the area in the general vicinity of the Land but within the Norwest Innovation Precinct and within which Council proposes to provide public amenities and/or public services.

Proposed Development means any redevelopment of the Land incorporating the outcomes sought to be facilitated by the Planning Proposal and the Instrument Change allowing any portion of Gross Floor Area over and above the 20,400m² approved in the Existing DA.

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

19.1 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 – Monetary Contributions

Column 1	Column 2	Column 3
Public Purpose	Timing of Payment	Amount of Payment
Local infrastructure and public domain improvements within the Precinct and its vicinity.	Prior to the grant of any Occupation Certificate for the Proposed Development.	<p>2.8% of the estimated construction cost for any portion of Gross Floor area over and above the 20,400m² approved in the Existing DA, that is contained in the Proposed Development.</p> <p>The cost of carrying out the Proposed Development shall be calculated in accordance with clause 25J of the Regulation, and indexed between the date of the grant of each Development Consent and the date of payment of the Monetary Contribution in accordance with the Consumer Price Index (All Groups – Sydney).</p> <p>The calculation of construction cost must be certified by a suitably qualified expert.</p>

Execution Page

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

General Manager

Mayor

Print Name

Print Name

Witness

Print Name

Executed by Capital Projects Corporation Pty Limited ACN 056 361 007 in accordance with s127 of the *Corporations Act 2001* (Cth):

Secretary/Director

Director

Print name

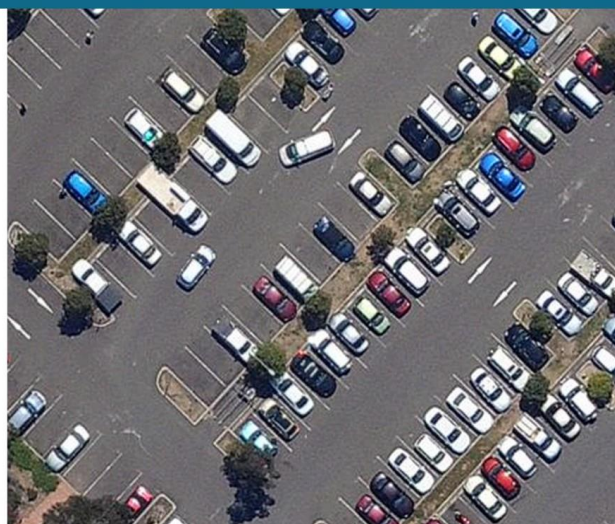
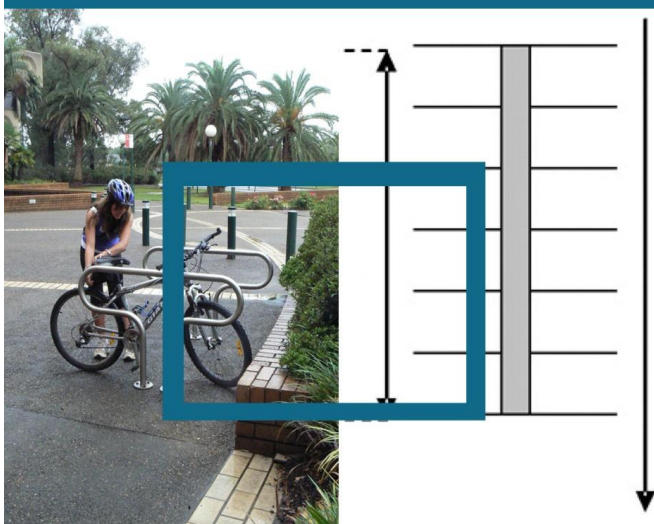
Print name

The Hills Development Control Plan (DCP) 2012

www.thehills.nsw.gov.au

ATTACHMENT 2

THE
HILLS
Sydney's Garden Shire



Part C Section 1 Parking

C1

In Force XX XX XX

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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 PLAN APPLIES

This Section of the DCP applies to all land identified under The Hills Local Environmental Plan (LEP) and to all permissible parking activities as defined in the LEP. Where the provision of parking is ancillary to the overall development, further specific controls are included in separate relevant Sections of this DCP.

1.2. AIMS AND OBJECTIVES OF THIS SECTION OF THE DCP

The aim of this Section of the DCP is to establish Council's specific objectives and development controls for the provision of parking within the Shire.

OBJECTIVES

Council's overarching objectives for parking developments are:

- (i) *To provide guidelines aimed at improving overall traffic management and safety.*
- (ii) *To ensure satisfactory access, parking provisions, circulation and goods loading and delivery facilities are provided within developments.*
- (iii) *To ensure the efficient flow of traffic through car parks to minimise the potential for pedestrian and vehicle conflict.*
- (iv) *To set out Council's planning and engineering standards for parking in the Shire.*
- (v) *To encourage the use of more ecologically sustainable forms of transport such as bicycles.*
- (vi) *To ensure that all parking provided by development relates to the site's environmental conditions.*

2. OBJECTIVES AND DEVELOPMENT CONTROLS

The objectives and development controls for parking are set out in the following sections.

This Section is to be read in conjunction with other relevant Sections of this DCP, including but not limited to:

- Part C Section 3 – Landscaping

2.1. GENERAL PARKING REQUIREMENTS

OBJECTIVE

- (i) *To provide sufficient parking that is convenient for the use of residents, employees and visitors of the development.*

DEVELOPMENT CONTROLS

2.1.1. GENERAL

- (a) Number of required parking spaces and associated conditions must be provided in accordance with Table 1. Any part spaces must be rounded up to the nearest whole number.
- (b) All car parking spaces must be provided on-site.
- (c) The minimum provision of spaces for restaurants or café as required in Table 1 applies to indoor and outdoor seating.
- (d) The provision of boat trailer and boat wash down areas are required for caravan parks and/or holiday cabin developments in the vicinity of the Hawkesbury River.
- (e) Car parking for child care centres must be situated in a convenient location, allowing for safe movement of children to and from the centre.
- (f) Parking spaces for an exhibition home may be permitted to be located within the front setback, provided the parking area is reinstated to lawn upon the expiry of the exhibition home consent. In the case of exhibition home villages a centralised parking area should be provided.
- (g) Any changes to parking provisions occurring after development consent or implementation of development consent must be subject to an application under Section 96 of the Environmental Planning and Assessment Act 1979.
- (h) Where justified, a proportion of car parking may

be subject to time restrictions upon

application, consideration and approval by Council. All employees parking are to be provided on-site.

- (i) Stack parking will not be included in the assessment of the number of car parking spaces for retail, commercial, medium density residential and industrial development and the like.
- (j) Access arrangements in bush fire prone areas shall be in accordance with Planning for Bushfire Protection 2006.

2.1.2. MIXED USE PARKING

- (a) Where the component uses are operated concurrently, parking will be assessed as the sum of the requirements for each component. Component parking requirements are to be based on requirements in Table 1. Calculations shall include an appropriate proportion of any shared common or administrative area.

2.1.3. DUAL USE PARKING

- (a) Where the component uses are not operated concurrently, parking provisions will be based on whichever of the components generates the greatest car parking requirement. The onus will be on the applicant to satisfy Council that the uses are not operated concurrently.
- (b) Where the main usage periods of the component uses do not coincide, Council may consider a reduction in the car parking requirements provided that the total car parking is not less than that needed for the component that generates the greatest requirement. The onus will be on the applicant to satisfy Council that the main usage periods do not coincide.

2.1.4. REMODELLING OR ALTERATIONS TO EXISTING PREMISES

- (a) If the development does not result in increased floor space and the use of the building is not significantly changed, then additional parking provisions may not be required.
- (b) If the remodelling results in increased floor area, then additional parking will be required for the increase.
- (c) If the use of the development is changed, this will be taken into account in assessing the parking

requirement according to the new use as well as any increase in floor space.

SUBMISSION REQUIREMENTS

- Parking calculations – number of spaces provided for the proposed development using Table 1. Any part spaces must be rounded up to the nearest whole number.
- A Traffic Impact Report should be provided:
 - Where development is likely to generate significant traffic, or
 - Where it is a requirement of another section of the DCP.
- A Parking Study – will be required where proposed parking provisions need to be substantiated. This occurs when:
 - An activity or land use is not included in Table 1, or
 - Dual use or mixed use car parking arrangements may be proposed.

Table 1 Required Minimum Car Parking Provisions

GFA = Gross Floor Area

GLFA = Gross Leasable Floor Area

Land Use Class	Land Use	Required Minimum Provision
Residential	Dwelling	1 space per dwelling
	Residential Flat Buildings, Shop Top Housing and Multi Dwelling Housing	1 space per 1 bedroom unit 2 spaces per 2 or 3 bedroom unit 2 visitor spaces per 5 units
	Residential Flat Buildings within the Castle Hill, Baulkham Hills and Rouse Hill Centres (See note 1 below)	1 space per 1 bedroom unit 1.5 spaces per 2 bedroom unit 2 spaces per 3 bedroom unit 2 visitor spaces per 5 units
	Residential flat buildings and, dwellings in shop top housing and mixed use developments within the Sydney Metro Northwest Corridor	1 space per unit 1 visitor space per 5 units The following maximum parking rates apply to development seeking the Incentive Floor Space Ratio (and Key Site Bonus) under The Hills LEP within the Castle Hill North Precinct (Map Sheet 5): Studio or 1 bedroom – Max 0.5 spaces per unit. 2 bedroom – Max 0.8 spaces per unit. 3+ bedroom – Max 1.3 spaces per unit. Visitor spaces – Max 1 space per 5 units.
	Dual Occupancy	1 undercover space per dwelling below 125m ² of floor space 2 spaces (1 undercover) per dwelling above 125m ² of floor space
	Home Business or Home Industry	Car parking rate will be determined on a merit based assessment but must be provided at a rate that will ensure that the proposal does not result in a significant increase in traffic in accordance with The Hills LEP.
	Manor House	1 space per 1 bedroom unit 2 spaces per 2 or 3 bedroom unit 1 visitor space

Land Use Class	Land Use	Required Minimum Provision
Commercial	Commercial premises (including business premises, office premises)*	1 space per 25m ² GFA
	Centre Commercial	1 space per 40m ² GFA
	Commercial premises as part of a mixed use development with residential flat buildings – Castle Hill North Precinct	Max 1 space per 200m ² GFA (see note 5)
	Commercial premises – 2-4 Burbank Place, Norwest (see Note 4 below)	1 space per 60m ² GFA
	Commercial premises – 21-23 Lexington Drive, Bella Vista (see Note 5 below)	Minimum 1 space per 60m ² GFA and maximum 1 space per 40m ² GFA
Retail	Shops * # (including shopping centres and general business retail)	1 space per 18.5m ² GLFA
	Service Station & Convenience Store	6 spaces per work bay, plus with Convenience Store - 1 space per 20m ² GFA, plus with Restaurant - 15 spaces per 100m ² GFA of restaurant or 1 space per 3 seats whichever is the greater, plus 1 space per restaurant employee
	Vehicle repair station	3 spaces per 100m ² of GFA or 3 spaces per work bay, whichever is the greater
	Vehicle sales premises or hire	0.75 spaces per 100m ² of site area, plus 6 spaces per work bay where vehicle servicing is provided on site.
	Garden Centre, Plant Nurseries, Landscaping Material Supplies	1 space per employee, plus 1 space per 18.5m ² GLFA of ancillary retail floor space. Additional parking spaces to be determined by Council in respect of each application to ensure that parking demand generated by the activity is contained within the subject site. Traffic and parking study is required to accompany the application.
	Roadside Stall	Minimum of 4 spaces located within the property boundaries.
	Market	2.5 spaces per stall (customers only)

	Bulky Goods Premises	1 space per 40m ² of GFA
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Land Use Class	Land Use	Required Minimum Provision
Industry – component uses	Industrial	1 space per 50m ² of GFA, or 1 space per 2 employees, whichever is greater.
	Industrial – Edwards Road Precinct (See note 2 below)	1 space per 75m ² of GFA
	Warehouse	1 space per 50m ² of GFA
	Warehouse – Edwards Road Precinct(See note 2 below)	1 space per 75m ² of GFA
	Vehicle body repair workshop	1 space per 2 employees, plus 6 spaces per work bay
	Sex Services Premises	1 space per room used or capable of being used for sex services plus 1 space per employee. All car parking areas shall be well lit, easy to locate and monitored by surveillance.
	Visitor Parking	1 space for every 2 units constructed
Entertainment	Pubs/, Registered Clubs	1 space per 1.85m ² of service area in bar and lounge plus 1 space per 2 employees
	Entertainment Facilities*#	1 space per 5 seats or 1 space per 10m ² of non-fixed seating floor space
	Food and Drink Premises	
	Take-away food and drink premises* (No seating)	1 space per 18.5m ² GFA.
	Restaurant or café*	1 per 5 seats, plus 12 spaces per 100m ² of GFA, plus 10 car spaces for queuing where a drive through facility is proposed.
	Function Centre	1 space per 3 seats, or 15 spaces per 100m ² GFA, whichever is the greater. These rates apply to both indoor and outdoor seating.
	Restaurant or cafe within a commercial office building and Main Street Precinct, Castle Hill (see note 3)	1 space per 25m ² of GFA.
	Restaurant or cafe within a retail shopping complex	1 space per 18.5m ² of GLFA.

Land Use Class	Land Use	Required Minimum Provision
	Restaurant or café within Main Street Precinct, Castle Hill outdoor dining component (see note 3)	No car parking required.
Recreational Facilities	Gymnasiums/Fitness Centre*	1 space per 25m ² of GFA
	Squash Courts & Tennis Courts*	3 spaces per court plus 1 space per 5 seats where spectator seating/galleries are provided
	Bowling Green	30 spaces for the first green, plus 15 spaces per each additional green
	Bowling Alley	3 spaces per alley
	Indoor Cricket or Soccer Centre*	15 spaces per pitch
	Equestrian Centre, Other Recreational Facility	Submit parking study to substantiate proposed car parking provisions.
Health	Hospital Nursing and Convalescent Homes	1 space per 2 beds for visitors plus 1 space per 1.5 employees plus 1 space per 2.5 visiting medical officers Unless otherwise specified by Seniors Living SEPP.
	Medical Centres, Health consulting rooms	3 spaces per consulting room plus 1 space per support employee
Education	Child Care Centre [#] (including Kindergartens, Crèches)	1 space per employee plus 1 space per 6 children enrolled for visitors and/or parent parking Also see section 2.1.1(e)
	Educational Establishment (School) [#]	1 space per employee plus 1 space per 8 year 12 students, plus 1 space per 30 students enrolled for visitors and/or parent parking
	Educational Establishment (Tertiary Institution) [#]	1 space per 2 students enrolled
Accommodation	Bed & Breakfast Accommodation	1 space per guest room in addition to residential requirement
	Caravan Park/Holiday Cabins	1 space per caravan or camping site plus Also see section 2.1.1(d)

Land Use Class	Land Use	Required Minimum Provision
	Hotel or Motel Accommodation #	1 space per 1 guest room plus 1 space per 2 employees in addition to any space generated by a public bar or restaurant.
	Marina	0.6 spaces per wet berth 0.2 spaces per dry storage berth 0.2 spaces per swing mooring 0.5 spaces per marina employee Development applications are to be accompanied by a traffic and parking study to ensure that parking demand generated by the activity is contained within the subject site.
Other	Veterinary Hospital	3 spaces per consulting room plus 1 space/10 cats or dogs accommodated overnight
	Animal Boarding or Training Establishment.	Development applications are to be accompanied by a traffic and parking study to ensure that parking demand generated by the activity is contained within the subject site.
	Place of public worship	1 space per 5 seats
	Funeral home/chapel	1 space per 4 seats plus 1 space per funeral service area
	Exhibition Home	4 spaces per exhibition home Also see section 2.1.1(f)

Note. *Bicycle parking is also required – refer to Table 3 for provisions.

Set down areas are to be provided for these land uses – refer to section 2.6.

Notes.

- Centre parking rates apply to Castle Hill Major Centre, Baulkham Hills Town Centre, Rouse Hill Major Centre and Circa Commercial Precinct as identified in Sheet 1, 2, 3 and 4 in Appendix A – Centre Maps to this Section.
- Land within the Edwards Road Precinct is identified within Appendix B – Edwards Road Precinct to this Section.
- Main Street Precinct, Castle Hill includes properties fronting Old Northern Road and part of Showground Road, Castle Hill and is identified in Sheet 1 in Appendix A – Centre Maps to this Section.
Land within the Castle Hill North Precinct is identified within Appendix C – Castle Hill North Precinct to this Section. To encourage provision of employment uses there is no minimum requirement for car parking for 'commercial premises' where provided as a mixed use development with 'residential flat buildings'.
- Land at 2-4 Burbank Place, Norwest is identified within Appendix D – 2-4 Burbank Place, Norwest to this Section.

5. Land at 21-23 Lexington Drive, Bella Vista is identified within Appendix E – 21-23 Lexington Drive, Bella Vista to this Section.

2.2. PARKING FOR DISABLED PERSONS AND PARENTS WITH PRAMS

OBJECTIVES

- (i) *To ensure appropriate on-site provision and design of parking for disabled persons and parents with prams.*
- (ii) *To ensure that designated spaces provided are easily accessible to points of entry to building or facility.*
- (iii) *To ensure amenity and safety in the design and construction and operation of the development in accordance with Council's ESD Objective 7.*

DEVELOPMENT CONTROLS

- (a) A proportion of the total parking spaces required shall be provided for disabled persons in accordance with Table 2.
- (b) A continuous, accessible path of travel in accordance with AS 1428.1 shall be provided between each parking space and an accessible entrance to the building or to a wheelchair accessible lift.
- (c) A proportion of the total parking spaces required shall be provided for parents with prams at the rate of 1 space per 100 spaces at:-
 - shopping centres;
 - transport terminals;
 - hospitals; and
 - other large public facilities.
- (d) Parking spaces for disabled persons and parents with prams should:-
 - have minimum 3.2 metres x 5.4 metres dimensions for each designated parking space;
 - be provided adjacent to an accessible entrance or a wheelchair accessible lift;
 - be signposted and identified for the nominated parking use;
 - have a clearance height of 2.5 metres from floor level; and
 - provide a level area with a gradient less than 1:40.

- (e) Directional signage to designated parking spaces should be provided from the entry of the parking facility.
- (f) Set down areas should be level with a gradient less than 1:40, have adequate circulation space and be located away from traffic flow. Adjacent kerb ramps should be provided to allow access to a footpath, building entrance or a wheelchair accessible lift.
- (g) Refer to Council's "Making Access for All: guidelines ensuring criteria for all public facilities" for further parking and access designs. This document is available at the Customer Service Centre at Council's Administration Building or at Council's website.

SUBMISSION REQUIREMENTS

- Site plan indicating:
 - parking layout and locations of designated spaces for disabled persons and parents with prams; and
 - locality of adjacent wheelchair accessible entrances and lifts.
- Parking calculations.

Table 2 Disabled Persons Parking Provisions

Source: AS 2890.1 1993 – Part 1 Parking Facilities – Off Street Car Parking

Land Use	Required Provision (percentage of total car parking)
Retail/Commercial A shopping centre with or without commercial premises (banks, credit union, restaurants or cafes, offices etc), or an office area. Includes strip shopping centres or CBD areas, shopping complexes, supermarkets, and variety stores. May include post office, entertainment, community, recreation venues and the like.	2%
Transport Railway stations, bus/rail interchanges	3%
Community Civic centres, town halls, community centres, senior citizen's clubs, and health care.	3%
Recreation Leisure centres, gymnasiums, swimming pools, parks, gardens, foreshore, and sporting venue.	3%
Education Schools	3%
Tertiary institutions	2%
Entertainment Theatres, libraries, art galleries, sports centres, entertainment centres	4%
Medical Hospitals	4%
Medical Centres (including community health centres, radiology units, rehabilitation units)	3%
Places of Public Worship Individual churches or religious centres	3%

Notes.

- Percentages in Table 2 apply to the total number of parking spaces to be provided.
- Small car parks must provide a minimum of 1 space for disabled persons.

2.3. BICYCLE PARKING**OBJECTIVES**

- To provide convenient and accessible on-site bicycle parking and appropriate associated facilities.
- To encourage the use of bicycles in order to help reduce the dependence on motor vehicles in accordance with Council's ESD Objective 9.

DEVELOPMENT CONTROLS

- The provision of bicycle parking must in accordance with Table 3.
- Bicycle parking should be located in close proximity to building entrances and clustered in lots not exceeding 16 spaces.
- Bicycle parking facilities should not impede pedestrian or vehicular circulation.

- (d) Bicycle parking facilities should be located in highly visible, illuminated areas to minimise theft and vandalism.
- (e) Provision of shower and change facilities for bicycle riders should be provided in accordance with Table 3.
- (f) Installation and dimensions of bicycle parking facilities and storage should be in accordance with:
- AS 2890.3-1993 – Parking Facilities – Bicycle parking facilities; and
 - Guide to Traffic Engineering Practice BICYCLES - Part 14 - Austroads (Standards Australia).

SUBMISSION REQUIREMENTS

- Parking calculations
- Site plan indicating location of:
 - designated bicycle spaces/storage facilities; and
 - shower and change facilities.
- Statement of Environmental Effects Indicating:
 - security details for bicycle parking areas; and
 - provision of shower and change facilities.

Table 3 Provision of Bicycle Parking According To Land Use

Source: Guide to Traffic Engineering Practice “BICYCLES - Part 14 – Austroads” (Standards Australia).

Land Use	Minimum Bicycle Parking Provisions	Change and Shower Facilities
Commercial Premises (including business premises and office premises)	2 spaces plus 5% of the total number of car spaces required where – New development exceeds 5,000m ² in GFA or Additions to existing developments that increase the size of the total development to greater than 5,000m ² GFA.	Yes
Gymnasium/Fitness Centre or Squash/Tennis courts or Indoor Cricket/Soccer	1 per 4 employees plus 1 per 200m ² GFA	Yes
Industry – Warehousing, Factories	2 spaces plus 5% of the total number of car spaces required where – New development exceeds 4,000m ² in GFA or Additions to existing developments that increase the size of the total development to greater than 4,000m ² GFA.	Yes
Retail/Shops	2 spaces plus 5% of the total number of car spaces required where – New retail developments exceed GFLA of 5,000m ² or Additions to existing developments that increase the size of the total development to greater than 5,000m ² GFLA.	Yes
Bulky Goods Premises	2 spaces plus 5% of the total number of car spaces required where – New development exceeds 4,000m ² in GFA or Additions to existing developments that increase the size of the total development to greater than 4,000m ² GFA.	Yes

Schools	1 space per 5 pupils over year 4	Yes
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Land Use	Minimum Bicycle Parking Provisions	Change and Shower Facilities
Tertiary Institution	1 space per 50 full-time students	Yes

2.4. MOTORCYCLE PARKING

OBJECTIVES

- (i) To have equitable provision of parking for motorcyclists.

DEVELOPMENT CONTROLS

- (a) Motorcycle parking is to be provided for all developments with on-site parking of more than 50 car parking spaces, at a rate of 1 motorcycle parking space for every 50 car parking spaces or part thereof.
- (b) Motorbike spaces should be 1.2 metres wide and 2.5 metres long when spaces are 90 degrees to the angle of parking. (See Figure 1 - Motorcycle Parking Dimensions).

SUBMISSION REQUIREMENTS

- Parking calculations.
- Site plan - indicating location of designated motorcycle parking spaces.

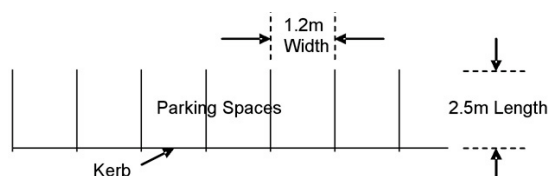


Figure 1 Motorcycle Parking Dimensions At 90 Degree Angle

Source: AS 2890.1 1993 – Parking Facilities-Part1: Off Street Car Parking

2.5. CARWASH BAYS

OBJECTIVES

- (i) To provide on-site car wash facilities within residential multi-unit developments.

- (ii) To ensure during the design, construction and operation of car wash bays, that water is utilised efficiently and that water leaving the site is of a quality and quantity comparable to that which is received in accordance with Council's ESD Objective 3.

DEVELOPMENT CONTROLS

- (a) The carwash bay can be either a designated car space separate to that of total car spaces as calculated, or can be a visitor space when not utilised by visitors.
- (b) A minimum provision of one designated carwash bay space per residential multi-unit development.
- (c) Car wash bays are not to be used to carry out engine degreasing or mechanical repairs and must be signposted to reflect this prohibition.
- (d) Wastewater must be treated so as to remove grease, oil and silt and must be either reused for car washing or used for irrigation of landscaped areas on site. To treat wastewater in this way application for a licence must be applied for from the Office of Environment and Heritage. Approval can be sought from www.environment.nsw.gov.au/licensing/.
- (e) Alternatively wastewater can be discharged to the sewer, This is only where (b) is not feasible according to a report provided by a hydraulic engineer, the Council or the Office of Environment and Heritage. Approval from Sydney Water must be sought by applying for "Permission to Discharge Trade Wastewater". Refer to the fact sheet on Sydney Water's web site www.sydneywater.nsw.gov.au. - "Disposal of Trade Wastewater from Residential Car Wash Bays".
- (f) Wastewater option (e) requires the construction of a roof over the designated car wash space and must be bunded to exclude rainwater as per Sydney Water's requirements.

- (g) Approval must be obtained either from the Office of Environment and Heritage or Sydney Water prior to construction of the development.

SUBMISSION REQUIREMENTS

- Site plan indicating locations of designated car wash spaces.
- Statement of Environmental Effects indicating:
 - Details of method wastewater removal.

2.6. SET DOWN AREAS

OBJECTIVES

- (i) *To provide designated set down areas in close proximity to busy centres.*
- (ii) *To provide safe and convenient designated set down areas for passengers to arrive close to their destination.*

DEVELOPMENT CONTROLS

- (a) Set down areas must not conflict with the movement of other traffic, pedestrians and other vehicle parking.
- (b) There must be a safe continuous accessible path of travel from set down area/s to a wheelchair accessible entrance or lift.
- (c) The following forms of development should provide set down areas for cars:
- Educational establishments.
 - Shopping centres.
 - Community centres.
 - Libraries.
 - Entertainment facilities.
 - Child Care Centres.
 - Recreational facilities.
 - Transport terminals and interchanges.
- (d) The following forms of development should provide set down areas for coaches and community buses:
- Hotel or Motel Accommodation.
 - Community Centres.
 - Registered Clubs.
 - Tourist Destinations and Centres.
 - Transport Terminals and Interchanges.
- (e) The number of set down areas must be in accordance to the developments needs.

- (f) Set down areas for cars must be separate to set down areas used for coaches and community buses.
- (g) Set down areas, except those used for coaches and community buses, must be used only to drop off passengers and must not be used for passenger collection.
- (h) Set down areas must be signposted to indicate that their use is time limited.

SUBMISSION REQUIREMENTS

- Site plan indicating location and design of designated set down areas.
- Statement of Environmental Effects - Details of types of vehicles expected to set down passengers and the likely frequency of use.

2.7. CAR PARK DESIGN AND LAYOUT

OBJECTIVES

- (i) *To provide safe, convenient and accessible design and layout of parking areas.*
- (ii) *To provide suitable dimensions for all types of parking spaces.*
- (iii) *To provide appropriate parking design and layout that complements building design and function.*
- (iv) *To ensure pedestrian amenity is enhanced.*

DEVELOPMENT CONTROLS

2.7.1. GENERAL

- (a) The layout of the car park should facilitate ease of access and egress of vehicles through the parking area at all times without congestion.
- (b) For all development other than single dwelling houses and dual occupancies, vehicles must enter and exit the site in a forward direction.
- (c) Adequate queuing distance should be provided where the parking area fronts an arterial road as justified by relevant data or a study carried out by a suitably qualified person.
- (d) Any changes to parking layout and design occurring after development consent or implementation of a development consent must

be subject to an application under Section 96 of the Environmental Planning and Assessment Act 1979.

- (e) Provisions within this section are in accordance with AS 2590.1 –1993 Parking Facilities – Part 1 Off Street Car Parking. For further design requirements for car park design and layout please refer to the Australian Standard.

2.7.2. PARKING DIMENSIONS

- (a) The minimum car parking dimensions required for right angle parking shall be provided in accordance with Table 4.
- (b) Two-way aisles are not recommended for angle parking other than for parking at right angles (90 degrees).
- (c) The preferred parking angle should be at 90 degrees to the aisle. Where site area is limited other angles of parking will be considered. For angle parking design requirements other than at 90 degrees refer to AS 2890.1-1993 – Parking Facilities – Part 1: Off Street Parking.
- (d) All parking spaces shall be designed to ensure they can be accessed by a maximum 3 point combined manoeuvre, i.e. 1 movement to enter the space and 2 movements to leave, or 2 movements to enter and 1 to leave. (See Figure 2 for manoeuvres).
- (e) Parallel parking is to be avoided unless it can be demonstrated that it does not disrupt traffic circulation or create a hazard.
- (f) At blind aisles the end spaces should be made one metre wider than the adjacent spaces. (See Figure 3). Otherwise, provision should be made for cars to turn round at the end of aisles and allow vehicles to exit in a forward direction.
- (g) Spaces adjacent to obstructions must be 300mm wider on the side of the obstruction.
- (h) The width of car spaces in multi-storey or basement parking areas is to be exclusive of any building columns.
- (i) Basement parking areas should be setback the same distance as the building above.

2.7.3. PEDESTRIAN CIRCULATION AND SAFETY

- (a) Parking areas should be designed so that pedestrian entrances and exits are separate from vehicle entrances and exits.

- (b) Safe crossing points through to or leading to entrances must have adequate sight distance and must be provided with appropriate directional signs and indicative pavement markings.
- (c) Lifts and stair lobbies, and access to buildings should be clearly marked.
- (d) Where possible, parking aisles should be orientated parallel with expected pedestrian travel paths. (See Figure 4).

2.7.4. DRAINAGE

- (a) All car parking areas are to provide adequate drainage of surface water to prevent flooding of adjoining properties.

2.7.5. LIGHTING AND VENTILATION

- (a) Covered or enclosed car parks must have adequate lighting and ventilation, preferably by natural means.
- (b) Where car parks might be utilised in the evening, adequate artificial lighting should be provided for the whole car park area.

2.7.6. PARKING DIRECTIONS

- (a) All car parking spaces should be clearly line marked.
- (b) Where designated parking spaces are provided such as customer, visitor, parents with prams and disabled persons parking, signposting must clearly indicate the location of these spaces.
- (c) Arrow markings on the surface of aisles and driveways should be used to demonstrate circulation pattern, whether in one-way or two-way directions.
- (d) Entries and exits must be appropriately signposted.

SUBMISSION REQUIREMENTS

- Site Plan indicating car park layout including:
 - Traffic circulation details;
 - Location of parking spaces;
 - Location of directional and parking signs;
 - Pedestrian access and circulation through parking areas;
 - Contours demonstrating existing spot levels and proposed finished levels;

- Vehicle turning path detail overlaid on the plans demonstrating that entry and exit is achieved in a forward direction; and
- Location and height of any retaining walls.
- Cross Section indicating:
 - Extent of cut and fill;
 - Location and height any of retaining walls;
 - Headroom clearance to overhead obstructions (eg. Fire sprinklers, servicing ducts, piping etc.); and
 - Longitudinal section of the driveway from the centreline of the public roadway from where access is proposed to the rear of the parking area. Transition grades to prevent vehicle scraping are to be detailed.
- Statement of Environmental Effects detailing:
 - Method of drainage; and
 - Lighting and ventilation methods.

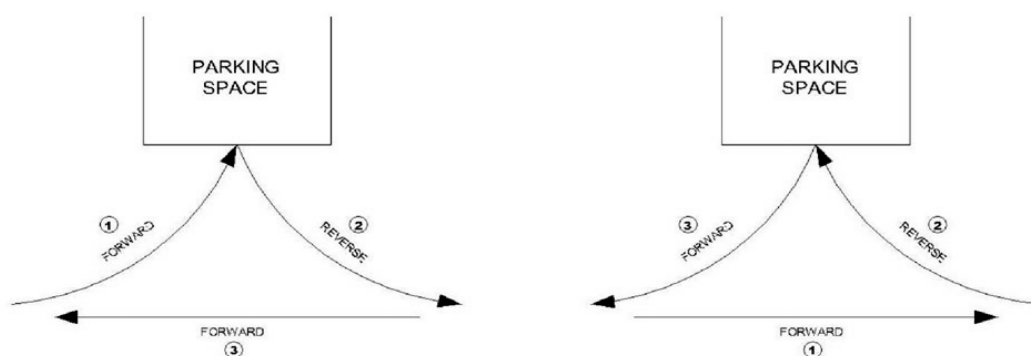


Figure 2 Vehicle Movements In And Out Of Parking Spaces

Table 4 Minimum Parking Bay Dimension For Right-Angled Car

Parking Source: AS 2890.1 1993 – Parking Facilities – Part 1: Off

Street Parking

Land Uses	User Class No.	Required Door Opening	Space Width (metres)	Space Length (metres)	Aisle Width (metres) One Way	Aisle Width (metres) Two Way
Tenant, employee and commuter parking, universities (generally parking all day)	1	Front Door, first stop	2.4	5.4	6.2	7.0
Long-term town centre parking, sports facilities, entertainment centres, hotels, motels (generally medium-term parking)	2	Front Door, second stop	2.5	5.4	5.8	7.0
Short-term town centre parking, shopping centres, supermarkets, hospitals & medical centres (generally short-term parking and where children & goods can be expected to be loaded into the vehicles).	3	Rear Door, full opening	2.6	5.4	5.4	7.0
Parking for people with disabilities	4	Front door, full opening plus wheelchair manoeuvre space	3.2	5.4	5.0	7.0

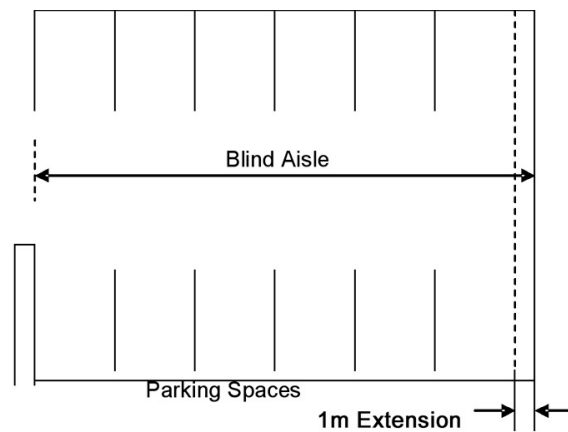


Figure 3 Blind Aisle Extension

Note. The maximum length of blind aisle is equal to six 90 degree car spaces.

Source: AS 2890.1 1993-Parking Facilities-Part 1: Off Street Car Parking

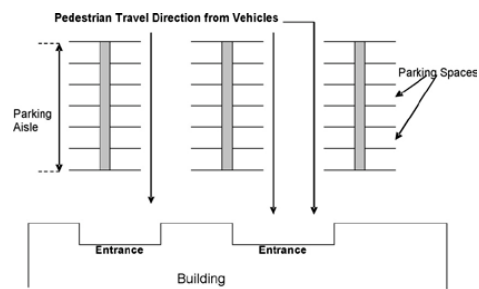


Figure 4 Example Of Direct Pedestrian Access To Entrance

2.8. LANDSCAPING

OBJECTIVES

- (i) *To provide appropriate landscaping for external and uncovered car parks so that they do not detract from the surrounding area.*
- (ii) *To provide shade and improve amenity of loading, service and parking areas and to provide a buffer to neighbouring properties.*
- (iii) *To utilise landscaping to provide amenity to neighbouring properties in accordance with Council's ESD objective 7.*

DEVELOPMENT CONTROLS

- (a) Outdoor parking areas are to be provided with two metre wide landscaping strips:
 - Between rows served by different aisles.
 - Between spaces at a rate of one in every ten car parking spaces.
- (b) Outdoor parking areas are to be screened by a minimum of two metre wide landscaping strips. Such landscaping is to be of a mature and dense nature and be designed according to Part C Section 3 – Landscaping of this DCP.
- (c) Driveways are to be screened by a minimum of two metre wide landscaping strip on either side.
- (d) Where soils permit infiltration the landscaping strips should be used to promote reuse of drainage water.
- (e) Landscaping species selected should not:
 - block signs;
 - impede entry and access points;
 - overgrow paths;
 - cause restrictions to pedestrian and vehicle movements; and
 - compromise safety aspects such as sight distances.
- (f) Shade trees are to be provided within landscaping strips.
- (g) Plant and tree species selected for the purpose of providing shade should not be of a kind that will cause damage to vehicles because of their nature of dropping fruit, cones or nuts.
- (h) In addition reference should be made to Part C Section 3 - Landscaping of this DCP when selecting appropriate species.

SUBMISSION REQUIREMENTS

- Landscape Plan

2.9. LOADING AND DELIVERY REQUIREMENTS

OBJECTIVES

- (i) *To provide suitable access on-site for service vehicles, for the purpose of loading and/or delivering goods.*
- (ii) *To ensure that types of loading and delivery areas are suited to the needs of the development.*
- (iii) *To ensure that adequate numbers of loading and delivery areas are allocated for appropriate types of service vehicles.*
- (iv) *To protect neighbourhood amenity and safety in the design and construction and operation of loading and service areas in accordance with Council's ESD objective 7.*

DEVELOPMENT CONTROLS

- (a) All loading and delivery areas are to be provided on-site.
- (b) Loading and delivery facilities are to be designed in accordance with AS 2890.2-1989, Off Street Parking - Part 2: Commercial vehicles facilities.
- (c) The use of loading and delivery areas must not conflict with the safe efficient circulation of pedestrians and other vehicles on-site.
- (d) In larger developments loading and delivery areas should operate independently of other parking areas.
- (e) Service vehicles are to be able to efficiently manoeuvre to and from loading and delivery areas in accordance with AUSTROADS Design Vehicular and Turning Templates.
- (f) Loading and delivery areas must not affect the amenity of adjoining residential properties.
- (g) Loading bays are not to be used for the storage of goods that may impede the use of the bay for the delivery or loading of goods.
- (h) The number of loading bays for supermarkets, department stores, mixed small shops and offices are required in accordance with Table 5.

- (i) Council may consider variations to the standards required by Table 5 in circumstances where the applicant is able to demonstrate compliance with the objectives of this Section of the DCP by alternate means.
- (j) For those land uses not referred to in Table 5 the applicant will be required to demonstrate the development proposal satisfies the objectives of this Section of the DCP. In this regard the following information is to be submitted:
- The types of vehicles expected to load and deliver on-site.
 - The frequency with which these vehicles will visit the site.
 - The largest vehicles expected to visit the site. These areas must be able to be utilised by all smaller loading and delivery vehicles also.

Table 5 Minimum Number Of Loading Bays Required

GLFA = Gross Leasable Floor Area

GFA = Gross Floor Area

Development	Number of Loading Bays
Supermarket (GLFA)	2 for the first 930m ² 2 for the next 930m ² 1 for each extra 930m ²
Department Store (GLFA)	2 for the first 4,645m ² 2 for the next 4,645m ² 1 for each extra 4,645m ²
Mixed Small Shops (GFLA)	2 for the first 465m ² 2 for the next 465m ² 1 for each extra 530m ²
Offices (GFA)	1 for the first 1,860m ² 1 for next 3,720m ² 1 for the next 3,720m ² 1 for each extra 9,250m ²

SUBMISSION REQUIREMENTS

- Site Plan must indicate:
 - the relevant locations and dimensions of

- the swept path of the design service vehicle to be overlaid on the site plan to demonstrate all turning movements of service vehicles from the public road to the delivery/loading dock.

- Loading Bay Calculations – in accordance with Table 5.
- Statement of Environmental Effects – where Table 5 is not applicable the statement of environmental effects must indicate the following to substantiate that the design and number of loading and delivery areas are appropriate for the proposed development:
 - The type/s of service vehicles expected to delivery to and load from the site;
 - The frequency with which these vehicles will visit the site, indicating times during the day/night and approximate number of visits per week or month; and
 - Illustration that the dimensions of the loading and delivery areas are suited to the types of vehicles visiting the site. (Refer to AS 2890.2-1989 – Part 2: Commercial vehicle facilities for dimension requirements).

2.10. ACCESS DRIVEWAYS

OBJECTIVES

- (i) To provide driveways with safe access and egress to and from properties.
- (ii) To reduce conflicts between entering and exiting street traffic and car park traffic.
- (iii) To ensure safety in the design, construction and operation of access driveways in accordance with Council's ESD objective 7.

DEVELOPMENT CONTROLS

loading and delivery areas; and

- (a) Access driveway widths are to comply with AS 2890.1-1993 Parking Facilities – Part 1: Off Street Car Parking.
- (b) Driveways are to be provided in locations that have adequate sight distance.
- (c) Driveways will be prohibited in the locations shown in Figures 5 and 6.
- (d) Access driveways are to be constructed in accordance with Council's "Specification for the Construction of Footpath & Gutter Crossings" (2001).

- (e) Access driveways are to be located a minimum of one metre from drainage structures and other service facilities located on the nature strip.
- (f) Except for residential properties, driveway entrances and exits should be signposted appropriately.
- (g) Access driveways should not be entered from or exited onto intersections where one or more of the intersecting roads are a collector, sub-arterial or arterial road.
- (h) Indirect access must be sought in preference to direct access where the proposed development fronts a high-volume road. Where direct access is proposed, a study by a suitably qualified person must be conducted to indicate potential impacts. This study will also be assessed by the RMS.
- (i) Driveways for multi dwelling housing, residential flat buildings and Seniors Living SEPP developments must be able to be accessed by service vehicles such as fire tankers, ambulances and bushfire tankers.
- (j) In addition, application of controls for driveways in other applicable Sections of the DCP should be applied.

SUBMISSION REQUIREMENTS

- Site Plan including:
 - Indication of driveway locations in relation to the existing roadway and the kerb alignment; and
 - All tangent points on the kerb return must be identified.

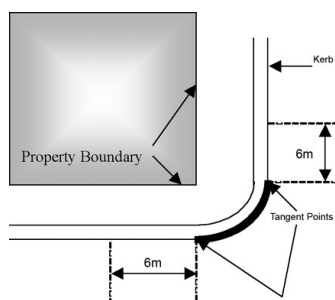


Figure 5 Driveways Prohibited Within 6 Metres From Tangent Points Of Kerb

Source: AS 2890.1 – 1993 Parking Facilities – Part 1: Off-Street Car Parking

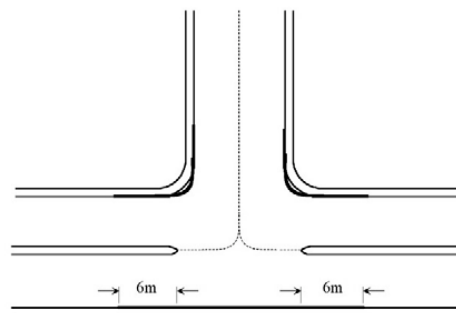


Figure 6 Driveways Prohibited On The Opposite Side Of The Road Or Within 6m Of Median Opening

3. REFERENCES

Australian Standard – AS 2890.1 – 1993 – Part 1 Parking Facilities – Off Street car parking.

Australian Standard – AS 2890.2 – 1989 – Off Street parking – Part 2: Commercial vehicle facilities.

Australian Standard – AS 2890.3 – 1993 – Parking Facilities – Bicycle parking - facilities.

Baulkham Hills Shire Council, 1993 Kellyville/Rouse Hill Landscape and Urban Design Strategy.

Department of Environment and Planning, 1981 Technical Bulletin 14: Guidelines for Site Landscaping of Commercial and Industrial Development.

Department of Urban Affairs & Planning, 1988 Rural Land Evaluation: A Manual for Conducting a Rural Land Evaluation Exercise at the Local Planning Level. Department of Urban Affairs and Planning, Sydney.

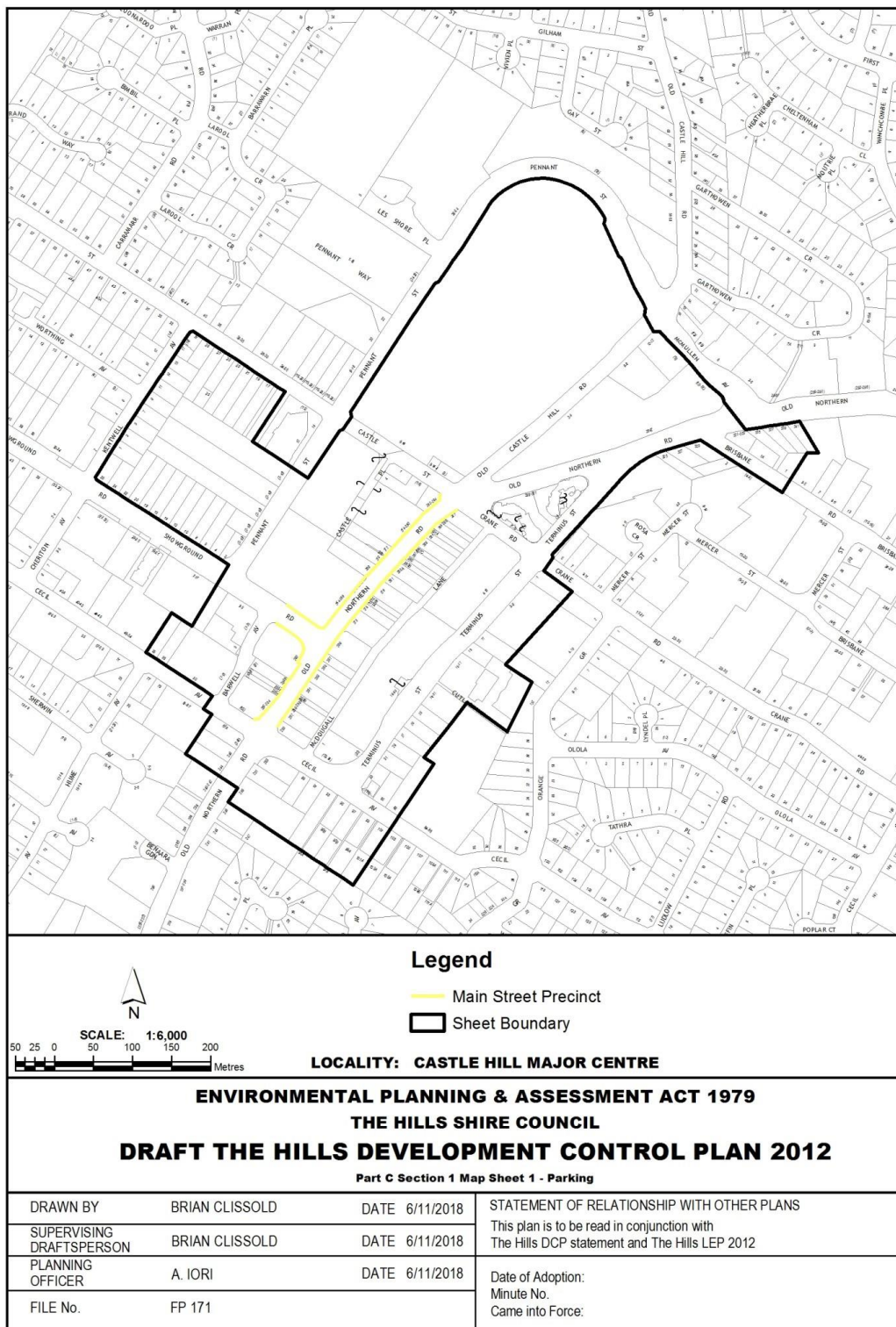
Department of Urban Affairs and Planning DUAP Circular No E3 Author.

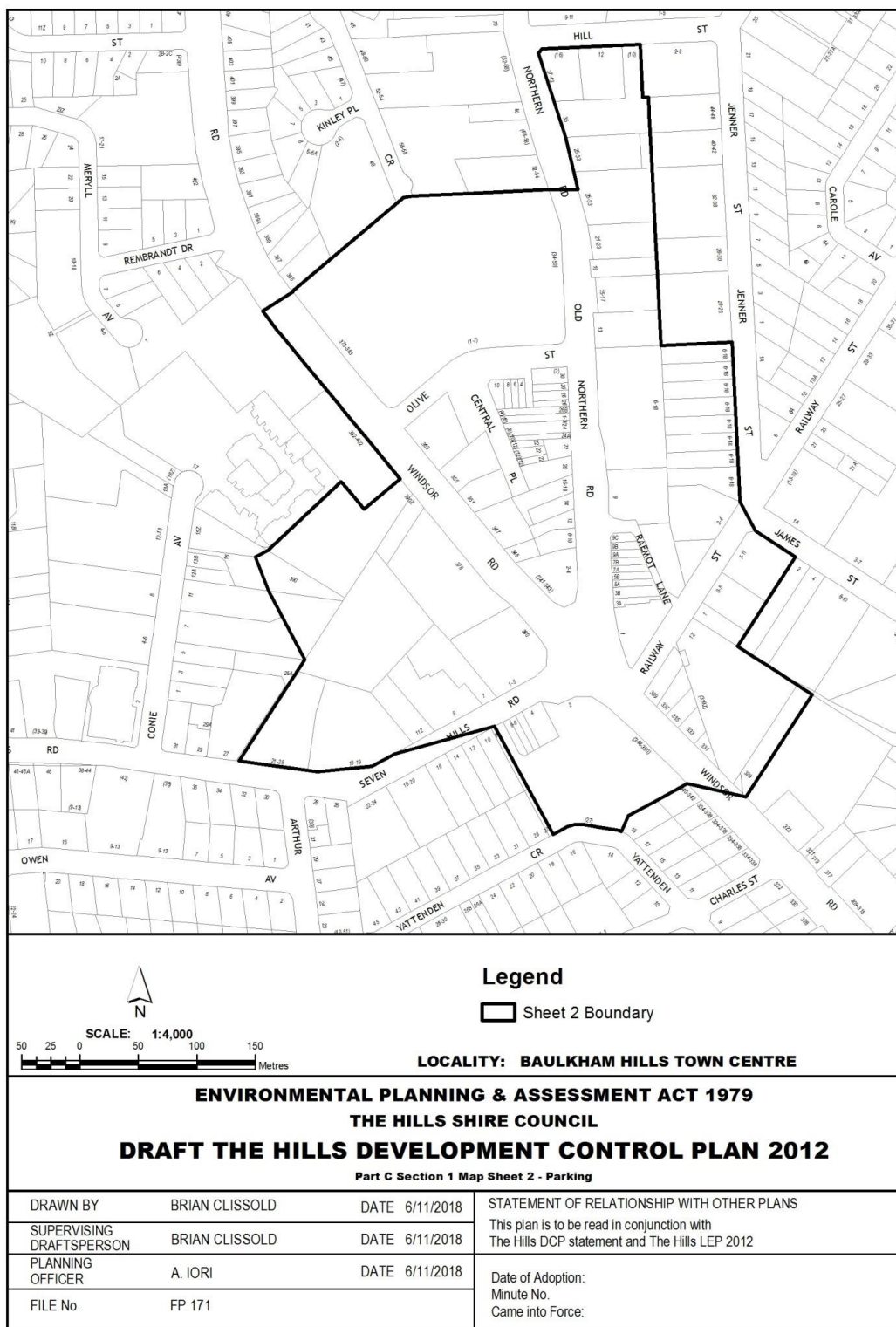
Roads & Traffic Authority 1995, The Guide to Traffic Generating Developments.

Sinclair Knight Merz, 1996 Kellyville traffic and Parking Study. Prepared for Baulkham Hills Shire Council.

Standards Australia - Guide to Traffic Engineering Practice BICYCLES - Part 14 – Austroads.

APPENDIX A – CENTRE MAPS

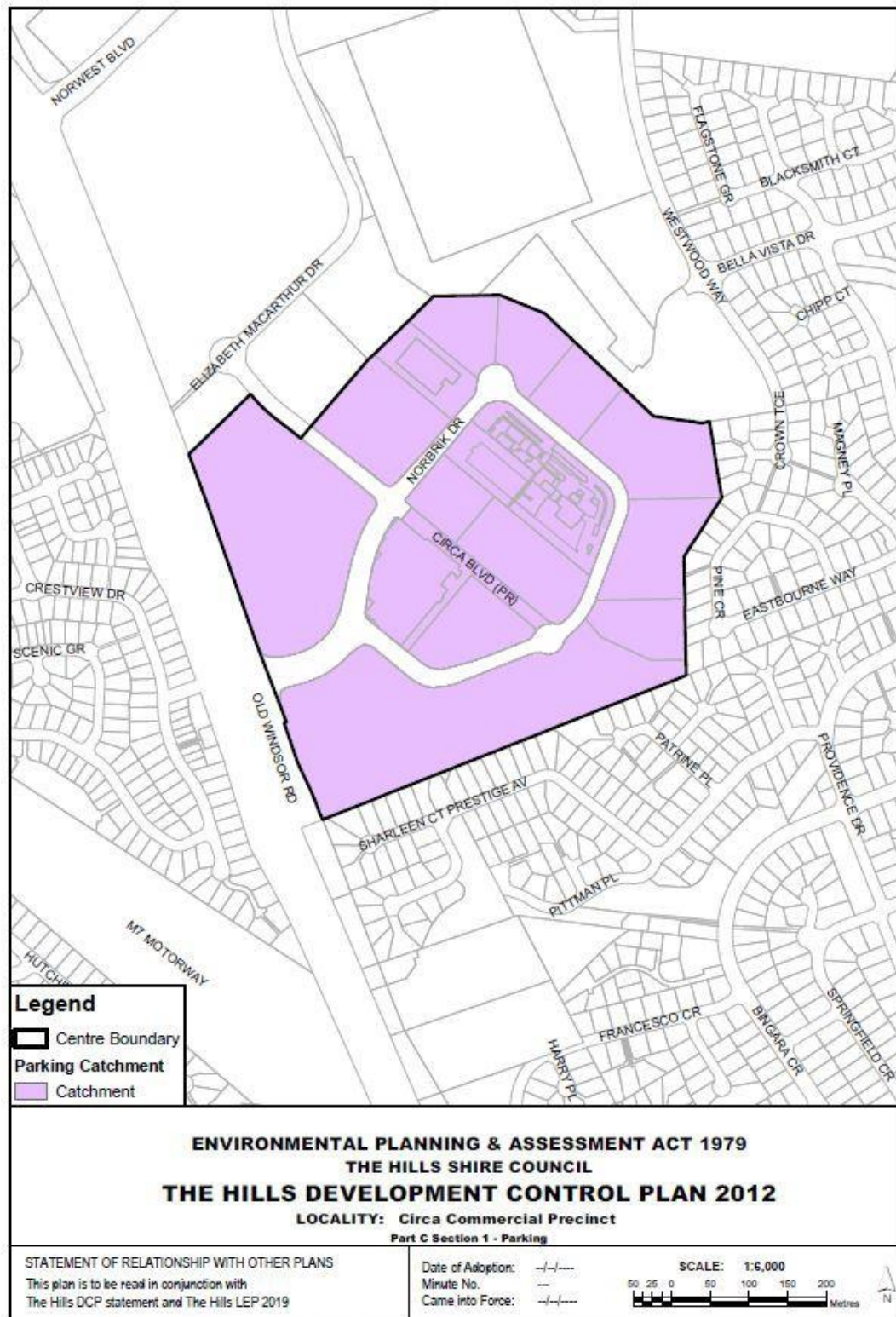




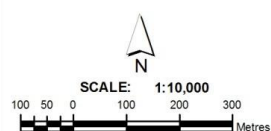
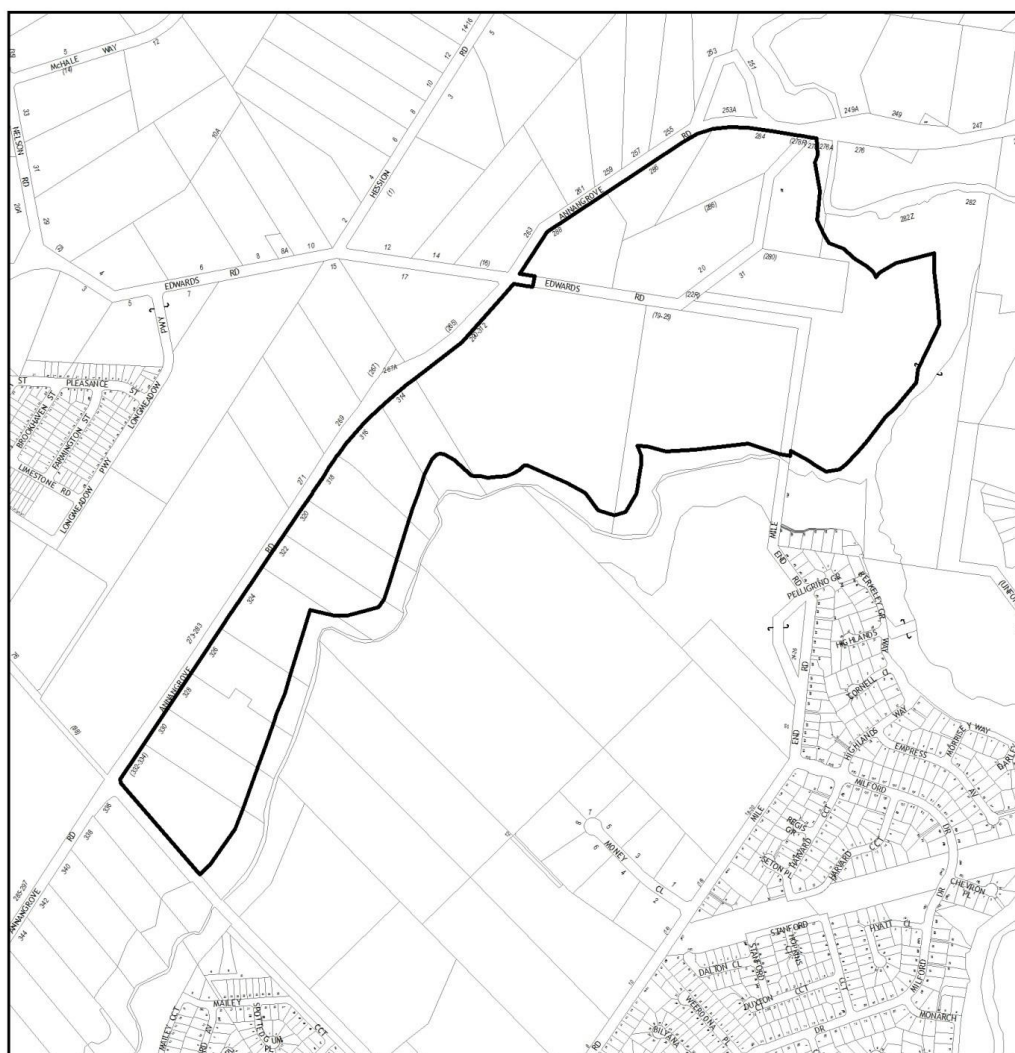


		Legend  Sheet 3 Boundary	
SCALE: 1:7,000 		LOCALITY: ROUSE HILL MAJOR CENTRE	
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979 THE HILLS SHIRE COUNCIL DRAFT THE HILLS DEVELOPMENT CONTROL PLAN 2012 Part C Section 1 Map Sheet 3 - Parking			
DRAWN BY	BRIAN CLISSOLD	DATE	6/11/2018
SUPERVISING DRAFTSPERSON	BRIAN CLISSOLD	DATE	6/11/2018
PLANNING OFFICER	A. IORI	DATE	6/11/2018
FILE No.	FP 171	STATEMENT OF RELATIONSHIP WITH OTHER PLANS This plan is to be read in conjunction with The Hills DCP statement and The Hills LEP 2012 Date of Adoption: Minute No. Came into Force:	

Map Document: S:\Projects\PlanServ\Consolidating_DCP\The_Hills_DCP_2012\Draft\PartC_Sec1\Draft_ALL_Sheets_1-5\PartC_Sec1_Sh3.mxd



APPENDIX B – EDWARDS ROAD PRECINCT

**Legend**

Sheet 4 Boundary

LOCALITY: ROUSE HILL - EDWARDS ROAD PRECINCT

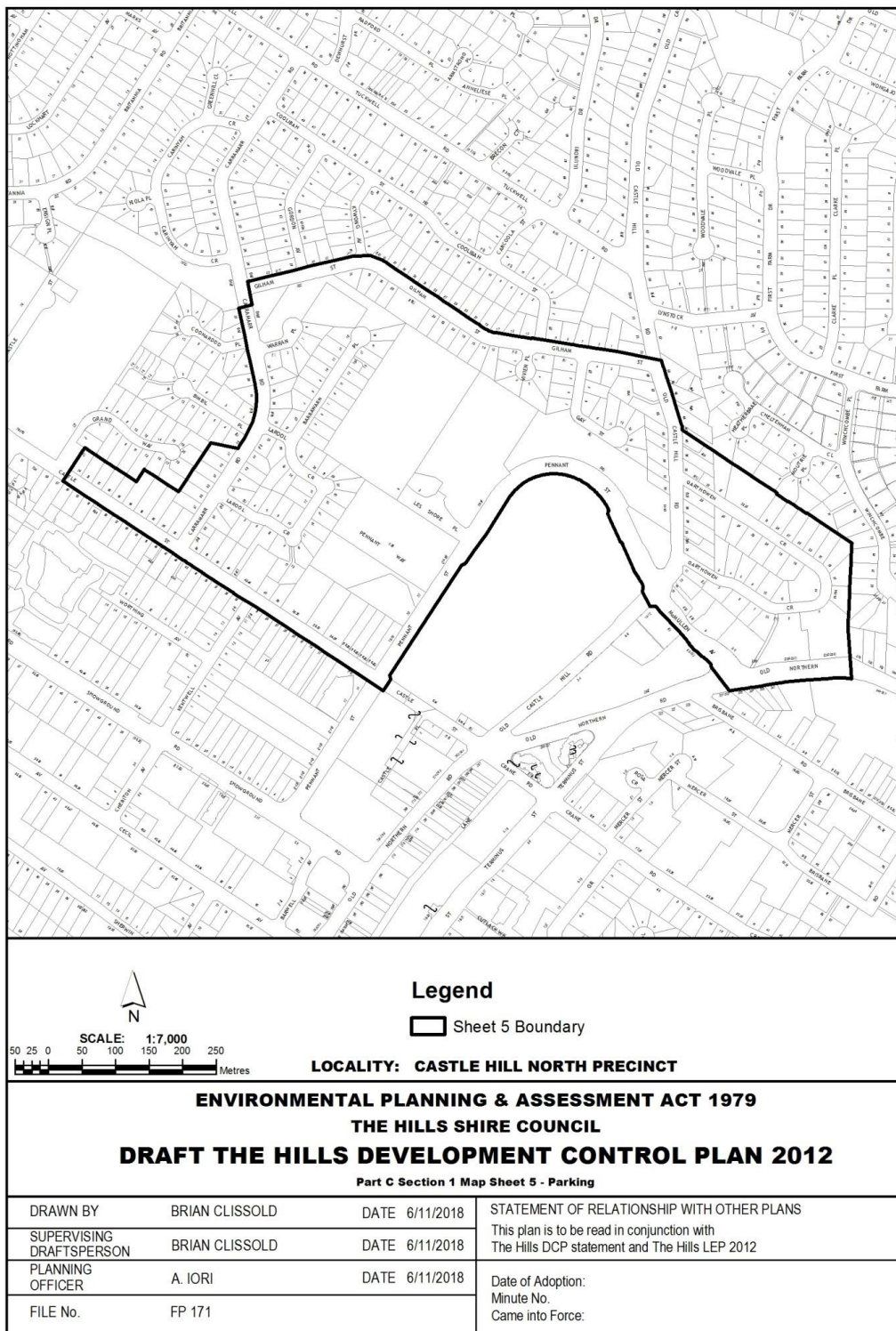
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
THE HILLS SHIRE COUNCIL
DRAFT THE HILLS DEVELOPMENT CONTROL PLAN 2012

Part C Section 1 Map Sheet 4 - Parking

DRAWN BY	BRIAN CLISSOLD	DATE	6/11/2018	STATEMENT OF RELATIONSHIP WITH OTHER PLANS This plan is to be read in conjunction with The Hills DCP statement and The Hills LEP 2012
SUPERVISING DRAFTSPERSON	BRIAN CLISSOLD	DATE	6/11/2018	
PLANNING OFFICER	A. IORI	DATE	6/11/2018	Date of Adoption: Minute No. Came into Force:
FILE No.	FP 171			

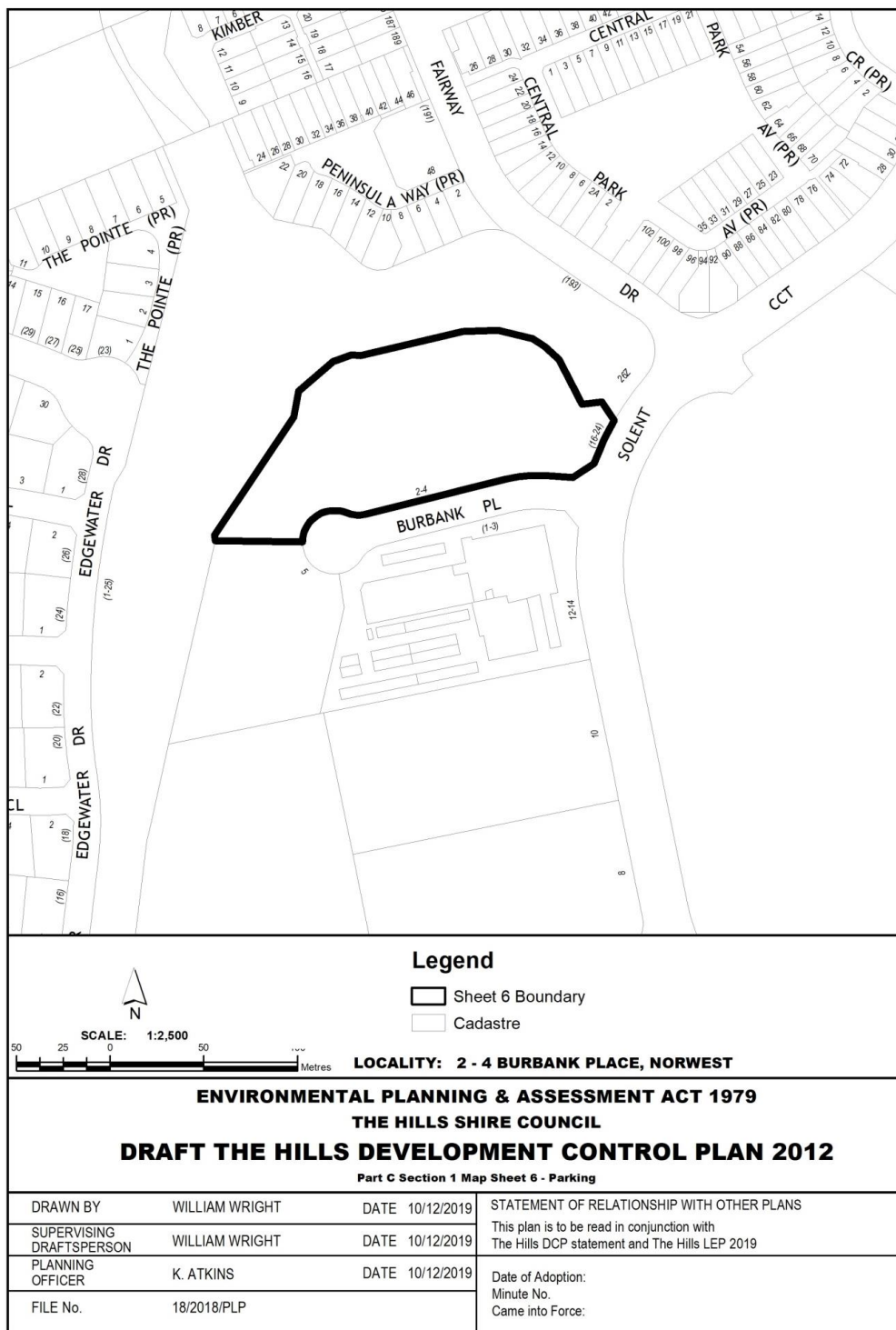
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APPENDIX C – CASTLE HILL NORTH PRECINCT

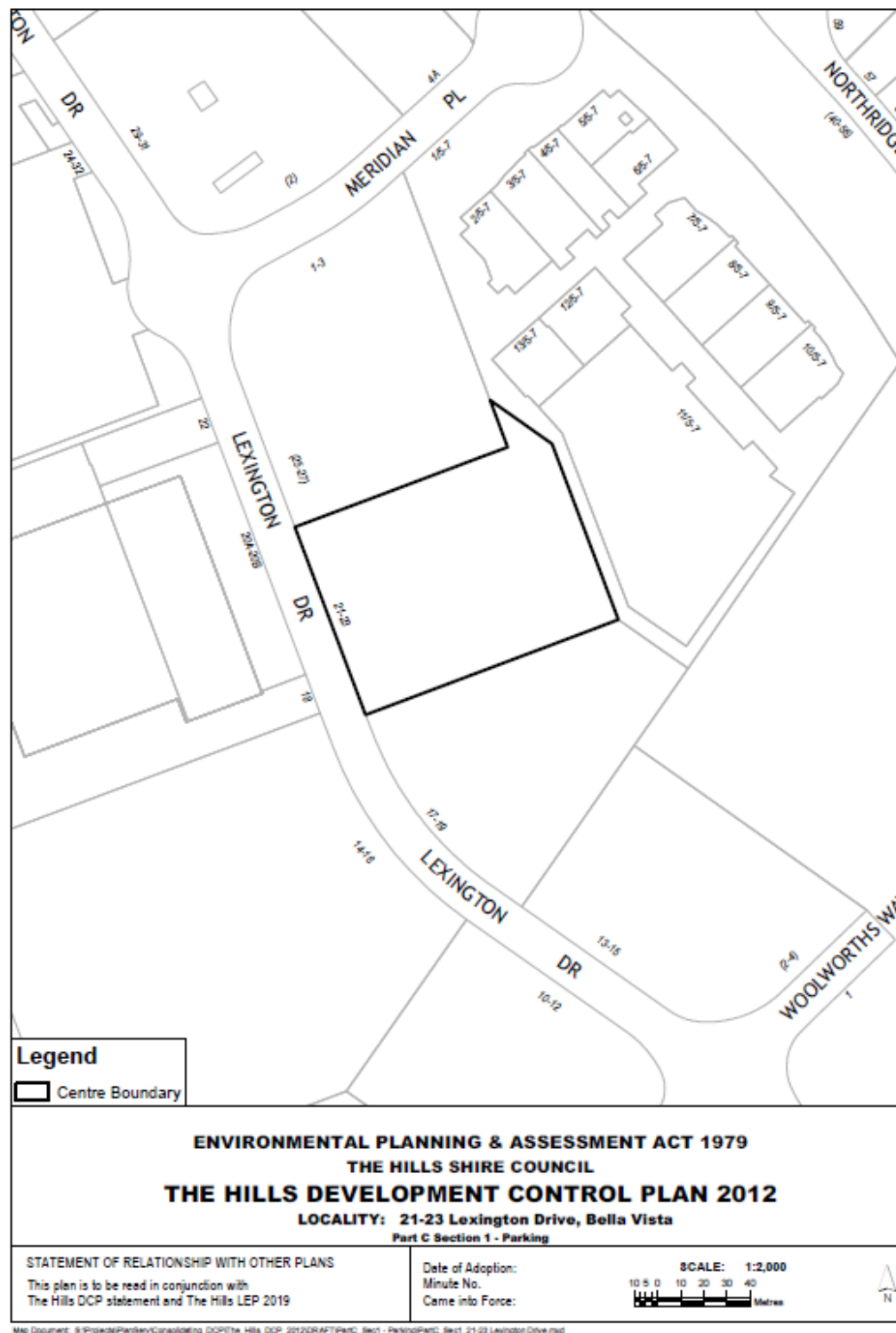


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APPENDIX D – 2-4 BURBANK PLACE, NORWEST



APPENDIX E – 21-23 LEXINGTON DRIVE, BELLA VISTA



ATTACHMENT 3

Gateway Determination

Planning proposal (Department Ref: PP-2021-7016): to increase the maximum floor space ratio for 21-23 Lexington Drive, Bella Vista

I, the Executive Director, Central River City and Western Parkland City, at the Department of Planning, Industry and Environment, as delegate of the Minister for Planning and Public Spaces, have determined under section 3.34(2) of the *Environmental Planning and Assessment Act 1979* (the Act) that an amendment to *The Hills Local Environmental Plan (LEP) 2019* to increase the maximum floor space ratio of 21-23 Lexington Drive, Bella Vista (Lot 7081 DP 1037626) should proceed subject to the following conditions:

1. Prior to public exhibition the planning proposal is to be updated to:
 - (a) Amend Part 2 – Explanation of provisions to include a clause that requires concurrence of the Planning Secretary to consider the potential effects of the development on existing and proposal future infrastructure in the area.
2. Public exhibition is required under section 3.34(2)(c) and schedule 1 clause 4 of the Act as follows:
 - (a) the planning proposal must be made publicly available for a minimum of **28 days**; and
 - (b) the planning proposal authority must comply with the notice requirements for public exhibition of planning proposals and the specifications for material that must be made publicly available along with planning proposals as identified in section 6.5.2 of *A guide to preparing local environmental plans* (Department of Planning and Environment, 2018).
3. Consultation is required with the following public authorities/organisations under section 3.34(2)(d) of the Act and/or to comply with the requirements of relevant section 9.1 Directions:
 - Transport for NSW
 - Public utility providers including Sydney Water and Endeavour EnergyEach public authority/organisation is to be provided with a copy of the planning proposal and any relevant supporting material and given at least 21 days to comment on the proposal.
4. A public hearing is not required to be held into the matter by any person or body under section 3.34(2)(e) of the Act. This does not discharge Council from any obligation it may otherwise have to conduct a public hearing (for example, in response to a submission or if reclassifying land).

5. Council is not authorised as the local plan-making authority.
6. The time frame for completing the LEP is to be **9 months** following the date of the Gateway determination. The proposal must be exhibited by April 2022 and reported to Council post exhibition by July 2022.

Dated 23rd day of December 2021.



Catherine Van Laeren
Executive Director, Central River City
& Western Parkland City
Greater Sydney, Place &
Infrastructure
Department of Planning, Industry and
Environment

Delegate of the Minister for Planning
and Public Spaces