

WINGECARRIBEE SHIRE COUNCIL		
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planning • environment • local government

Second Deed of Variation to Renwick Planning Agreement

Under cl25C(3) of the *Environmental Planning and Assessment Regulation 2000*

Wingecarribee Shire Council
Landcom (t/a UrbanGrowth NSW)

Date: 13/9/14

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Second Deed of Variation to Renwick Planning Agreement

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Second Deed of Variation to Renwick Planning Agreement

Parties

Wingecarribee Shire Council ABN 49 546 344 354 of Civic Centre, Elizabeth Street, Moss Vale NSW 2577 (**Council**)

and

Landcom (t/a UrbanGrowth NSW) ABN 79 268 260 688 Level 14, 60 Station Street, Parramatta, NSW 2150 (**Developer**)

Background

- A The Parties are parties to the Planning Agreement.
- B The Parties have agreed to amend the Planning Agreement with respect to the Development Contributions to be provided under the Planning Agreement.

Operative provisions

1 Interpretation

- 1.1 In this Deed the following definitions apply:

Deed means this Deed and includes any schedules, annexures and appendices to this Deed.

Party means a party to this Deed.

Planning Agreement means the *Renwick Planning Agreement* executed by the Parties and dated 11 September 2008, as amended.

Regulation means the *Environmental Planning and Assessment Regulation 2000*.

- 1.2 All other capitalised words used in this Deed have the meanings given to those words in the Planning Agreement.

2 Amendment

- 2.1 On and from the date of this Deed, the Planning Agreement is amended in the manner shown in the Schedule.



3 Confirmation and Acknowledgement

- 3.1 Each Party confirms that, other than as provided for in clause 2 above, the Planning Agreement remains in full force and effect.
- 3.2 If there is a conflict between this Deed and the Planning Agreement, the terms of this Deed prevail.

4 Governing Law and Jurisdiction

- 4.1 This Deed is governed by the law in force in New South Wales, and each Party submits to the non-exclusive jurisdiction of the courts of New South Wales.

5 Explanatory Note

- 5.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 5.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Planning Deed.



Schedule

(Clause 2.1)

Amendment of Planning Agreement

Clause 1.1 – Definition of ‘Leisure Centre’

Omit the definition.

Clause 1.1 – Definition of ‘Leisure Centre Contributions’

Omit the definition.

Clause 13.6

Omit the following from the clause:

’, other than the Leisure Centre Contributions,’

Clause 14

Omit the clause. Insert instead:

‘14 Not used’

Schedule 4

Omit the table appearing in Schedule 4. Insert instead the following table:

Column 1	Column 2	Column 3	Column 4	Column 5	
Item	Public Facility	Form of Contribution	Delivery	Contribution Value	
A- Capital Contributions					
1	Contributions Plan Administration	Administration costs	Monetary contribution	Per Final Lot in each Precinct at the rate stated Councils current adopted Contributions Plan Developer Contributions Rates Schedule	\$228,000.00
2	Resource Recovery Centre	Public Facility upgrade	Monetary contribution		\$46,800.00
3	Animal Shelter	Public Facility upgrade	Monetary contribution		\$7,800.00
4	PCYC Contribution	Public Facility provision	Monetary contribution		By agreement between the Parties
B – External Infrastructure					
1	Inkerman Road	Road, bridge	Works in Kind	Prior to the release of the	\$2,811,677.00

Second Deed of Variation to Renwick Planning Agreement
Wingecarribee Shire Council
Landcom (t/a UrbanGrowth NSW) Developer



Column 1	Column 2	Column 3	Column 4	Column 5	
Item	Public Facility	Form of Contribution	Delivery	Contribution Value	
Upgrade including: Old Hume Hwy Intersection upgrade, Inkerman Road Rail Bridge upgrade, cycleway and new road connection between the rail bridge and Cardigan Street	and pedestrian / cycle connection works		Subdivision Certificate for the last Final Lot created in the Village Precinct & Right turn vehicle movements at the intersection of Inkerman Road and Ferguson Crescent are not to be denied until such time as the proposed Inkerman Road Rail Bridge upgrade and the proposed collector road linking the rail bridge through to Bong Bong Road is completed to Councils satisfaction.		
2	Bong Bong Road Upgrade	Road and drainage works	Works in Kind	Prior to the release of the Subdivision Certificate for the last Final Lot created in the Island Precinct	\$591,540.00
3 & 4	Mary Street Upgrade and Colo Street Upgrade	Road and drainage works	Works in Kind or Monetary Contribution	By agreement between the Parties	\$320,170.00
5	External Cycleways excluding Inkerman Road & Old Hume Highway	Pedestrian / cycle connection works	Works in Kind or Monetary Contribution	By agreement between the Parties	\$650,000.00
6	Willowdale cycleway connection	Pedestrian / cycle connection works	Works in Kind or Monetary Contribution	By agreement between the Parties	\$150,000.00
C – Precinct Infrastructure					
1	Community Centre	Provision of community centre	Works in Kind	By agreement between the Parties	\$2,550,975.00
2	Village Green	Provision of open space	Works in Kind	Village Precinct	\$1,395,290.00
3	Village Square	Provision of infrastructure	Works in Kind	By agreement between the Parties	\$548,400.00
4	Tangara Park	Provision of open space	Works in Kind	Tangara Precinct	\$494,450.00

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Column 1		Column 2	Column 3	Column 4	Column 5
Item		Public Facility	Form of Contribution	Delivery	Contribution Value
5 & 6	Silos Heritage Restoration and The Paddock	Heritage Restoration and provision of open space	Works in Kind or Monetary Contribution	By agreement between the Parties	\$732,975.00
7	Detention Basin	Provision of storm water management infrastructure	Works in Kind	Old Farm Precinct	\$243,000.00
8	Floodway	Provision of stormwater management infrastructure	Works in Kind	Each Precinct to the extent that the works are located in or required for each Precinct	\$2,396,900.00
9	Water Quality Management	Provision of water quality management infrastructure	Works in Kind	Each Precinct to the extent that the works are located in or required for each Precinct	\$1,325,625.00
10	Internal Cycleways	Cycleway network connection works	Works in Kind	Each Precinct to the extent that the works are located in or required for each Precinct	\$913,280.00
11	Bus Stops	Provision of bus stops	Works in Kind	Each Precinct to the extent that the works are located in or required for each Precinct	\$32,000.00
12	Short Term Landscape Maintenance	Maintenance funding of open space	Works in Kind	Each Precinct to the extent that the works are located in or required for each Precinct	\$572,000.00
Estimated Total Voluntary Planning Agreement Value					\$16,160,882.00
Estimated Per Lot Voluntary Planning Agreement Value					\$26,934.80

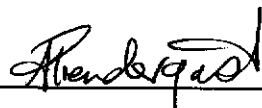


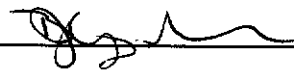
Execution


Executed as a Deed


Dated: 13/9/14

Executed on behalf of the Council


A/ General Manager


Witness


Mayor

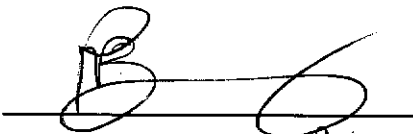

Witness

Executed on behalf of the Developer

Executed on behalf of Landcom (t/a UrbanGrowth NSW) by me, Richard Wood,
as delegate of Landcom (t/a UrbanGrowth NSW) and I hereby certify that I have no notice of
revocation of such delegation.



Name/Position Richard Wood, General Manager Development
Delegate



Witness Name/Position Peter Brackenreg
Acting Development Director



Appendix

(Clause 5)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

Draft Deed of Variation to Renwick Planning Agreement

Under cl25C(3) of the *Environmental Planning and Assessment Regulation 2000*

Parties

Wingecarribee Shire Council ABN 49 546 344 354 of Civic Centre, Elizabeth Street,
Moss Vale NSW 2577 (**Council**)

and

Landcom (t/a UrbanGrowth NSW) ABN 79 268 260 688 of Level 14, 60 Station
Street, Parramatta, NSW 2150 (**Developer**)

Description of the Land to which the Draft Deed Applies

The draft Deed applies to the same development as the Planning Agreement executed by the Parties and dated 11 September 2008 as amended.

Description of Proposed Development

The draft Deed applies to the same development as the Planning Agreement.

The Planning Agreement applies to development comprising the subdivision of the land the subject of the Planning Agreement, which is proposed Lots 3, 4 and 5 in Plan of Subdivision of Lot 1 DP 1074502, Lot 100 DP869890 and Lot 20 DP848478 as shown on the plan in Schedule 1 to the Planning Agreement, for residential purposes, the development of up to 600 dwellings on the land, associated infrastructure and associated land uses such as retail, neighbourhood, community, open space and recreation uses.



Summary of Objectives, Nature and Effect of the Draft Deed

The draft Deed is a deed between the Developer and the Council to vary the Planning Agreement by allowing the Developer amend the Development Contributions to be provided under the Planning Agreement.

The overall objectives, nature and effect of the Planning Agreement are unchanged by the draft Deed, and are as follows.

The objectives of the Planning Agreement are to facilitate the provision of:

- community infrastructure and services for both new residents and the existing community;
- upgraded transport infrastructure within and external to the site;
- open space and recreational facilities within and external to the site.

To achieve these objectives, the Planning Agreement makes provision for the following types of public facilities and services to meet the demand expected to be generated by residential development, which will be permissible on the site, if the Council gives consent to the Development Application:

- contribution towards community services;
- contribution towards a proposed PCYC facility external to the site;
- the upgrading of an existing rail bridge and road connections between the site and the Old Hume Highway;
- road works within and adjoining the site;
- the provision of upgraded and new shared cycleway and pedestrian paths within and external to the site;
- the provision of a new community centre;
- the provision and embellishment of open space;
- the provision of a village centre for retail and commercial activities;
- heritage restoration within the site;
- drainage works and water quality management;
- the provision of public transport infrastructure; and
- extended landscape maintenance open space within the site.

The effect of the Planning Agreement is to require the Developer to provide the public services and facilities described in the Agreement in a staged manner, with the works in kind facilities being provided if and when approval is granted for the subdivision of land, and carrying out of works proposed within each Precinct of the Development.



Assessment of the Merits of the Draft Deed

The Planning Purposes Served by the Draft Deed

The draft Deed serves the same planning purpose as the Planning Agreement, which is as follows.

The planning purpose served by the Planning Agreement is to meet the demand for public services and facilities that are expected to be generated by the Development and which will be made permissible on the site if the Development Application is consented to by Council including:

- the provision of public amenities and services;
- the provision of transport infrastructure relating to the land; and
- the conservation and enhancement of the natural environment.

How the Draft Deed Promotes the Public Interest

The draft Deed promotes the public interest and the objects of the *Environmental Planning and Assessment Act 1979* in the same way as the Planning Agreement.

The Planning Agreement promotes the public interest by ensuring that the public services and facilities that are expected to be required to service residential development on the site are provided in a timely manner and without financial input by the Council including:

- traffic facilities that manage the predicted increase in traffic volumes between the northern and southern access points;
- community facilities that meet the current shortfall in provision in eastern Mittagong and the Balaclava/Willow Vale residential areas; and
- provision of regional scale open space and recreation facilities for the wider Mittagong community.

The Planning Agreement promotes the objects of the *Environmental Planning & Assessment Act 1979* by encouraging:

- the proper management, development and conservation of natural and artificial resources, including cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment;
- the promotion and co-ordination of the orderly and economic use and development of land,
- the provision of land for public purposes, and
- the provision and co-ordination of community services and facilities.

It does this by:



- ensuring that the provision of services and facilities across the site is carried out in a co-ordinated and orderly fashion, in conjunction with the Development;
- requiring the dedication of land for public purposes; and
- providing community services and facilities both within and external to the Development.

For Planning Authorities:

Development Corporations - How the Draft Deed Promotes its Statutory Responsibilities

N/A

Other Public Authorities – How the Draft Deed Promotes the Objects (if any) of the Act under which it is Constituted

N/A

Councils – How the Draft Deed Promotes the Elements of the Council's Charter

The draft Deed promotes the elements of the Council's charter in the same way as the Planning Agreement.

The Planning Agreement promotes the following elements of the Council's Charter contained in section 8 of the *Local Government Act 1993*:

- to provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively
- to promote and to provide and plan for the needs of children

The Planning Agreement includes the provision of a new community centre for the site that will cater for the existing east Mittagong community and new residents including children within Renwick and surrounds. In recognition of the capacity within the new centre to cater for users from Renwick and surrounding areas.

The Planning Agreement includes the provision of new bus stops and pedestrian/cycleway links into Mittagong. The local bus company has advised that they will accommodate the new stops in their future route planning.

- to engage in long-term strategic planning on behalf of the local community

The Planning Agreement for the Renwick site is consistent with the corporate objective and the objectives of Council's urban release strategy – Wingecarribee Our Future Strategic Plan adopted by Council in 2002.



All Planning Authorities – Whether the Draft Deed Conforms with the Authority’s Capital Works Program

The Planning Agreement did not conform to the Council's capital works program at the time it was entered into. The draft Deed does not change that position.

All Planning Authorities – Whether the Draft Deed specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

Yes. The Planning Agreement as amended by the draft Deed specifies that some Development Contributions are to be completed before a subdivision certificate is issued.