

# ATTACHMENT BOOKLET

ORDINARY COUNCIL MEETING  
28 JULY 2021

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# Planning Proposal

## Amendment to Helicopter Flight Paths in the Liverpool Local Environmental Plan 2008

7 July 2021



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## Introduction

In late 2020, Council received correspondence from Liverpool Hospital advising that the Helicopter Flight Paths (HFPs) for their main helicopter landing site (HLS) have been realigned (Figure 1). HFPs are protected through Clause 7.17A of the Liverpool Local Environmental Plan 2008 (LLEP 2008) to ensure the safe and effective operation of the helicopter ambulance service is maintained.

To ensure the LLEP 2008 remains up-to-date and current, an amendment is required to reflect the realigned HFPs.

At Council's ordinary meeting on 28 April 2021, it was resolved that Council:

1.     *Directs the CEO to prepare a planning proposal to amend the Liverpool Local Environmental Plan 2008 to align with Attachment 1.*
2.     *Note that the Planning Proposal will be sent to the Liverpool Local Planning Panel for comment.*
3.     *Receives a further report noting the advice from the Liverpool Local Planning Panel.*

This planning proposal seeks to amend the Key Sites Map in accordance with the updated flight paths as provided by Liverpool Hospital (Attachment 1 and Figure 2).

## Site description

The HFP's cover numerous lots within the Liverpool and Fairfield LGA's as depicted in Figure 1. This planning proposal itself applies to numerous lots (Figure 2) within Liverpool only, with the majority contained within the Liverpool City Centre.

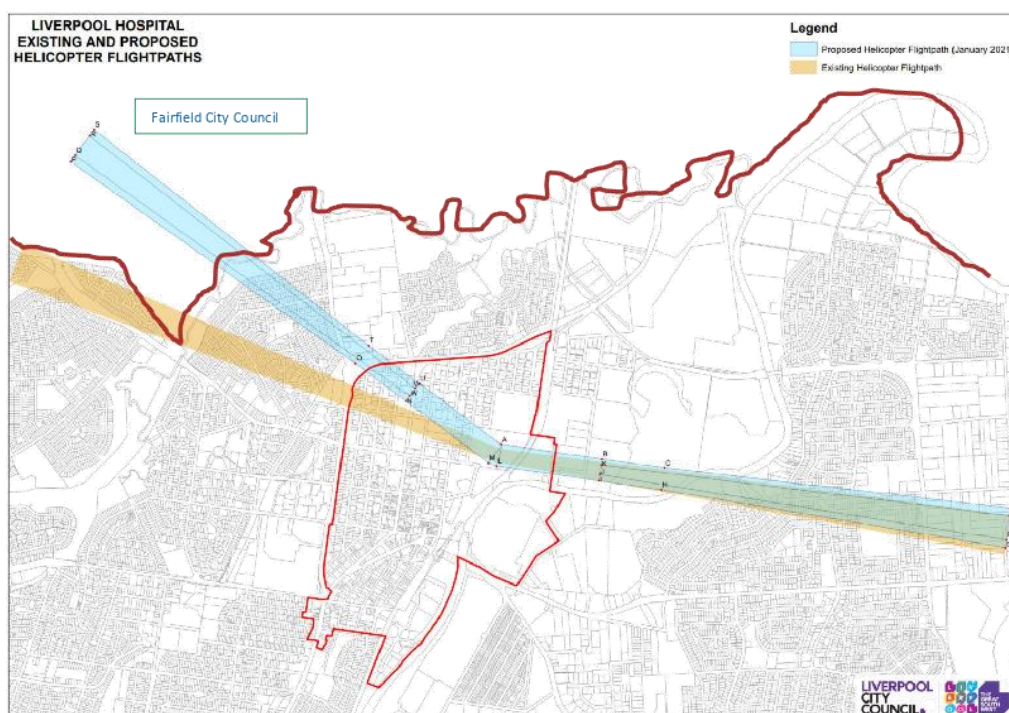


Figure 1: Location of existing and proposed Helicopter Flights Paths

## Background

In late 2015, concern was raised regarding proposed building height increases in the Liverpool CBD and how the proposed heights may impact air space on the emergency HLS for Liverpool Hospital.

At the time, Council determined that there was potential for conflict between development outcomes and Liverpool Hospital's emergency HFPs and examined strategies to protect these flight paths. In 2017, *Clause 7.17A Hospital helicopter airspace* was introduced into the LLEP 2008 that requires development applications that are under or intrude the HFP to be referred to Liverpool Hospital for comment. This clause ensures the hospital helicopter airspace is protected.

### Liverpool Hospital

Liverpool Hospital is classed as a tertiary referral hospital within the SWSLHD, meaning that it receives patients in critical condition for emergency care. The Hospital's helicopter landing site (HLS) is crucial to maintaining its tertiary referral status, underscoring the importance of a review of existing planning controls in order to protect the integrity of the facility.

Every year, Liverpool Hospital admits over 3000 trauma patients, including over 500 seriously injured and poly-trauma patients requiring Intensive Care or High Dependency admission. The NSW Ambulance Service has protocols which bypass other hospitals within the SWSLHD to transport patients to Liverpool when specific 'serious injury' criteria are met.

Many of Liverpool Hospital's critically ill or injured patients are transferred by helicopter, a service which plays a vital role in the provision of emergency care. An effective and safe helicopter ambulance service

relies on both the optimal location of the HLS within the hospital itself, and a clear flight path free from obstruction.

### **Part 1 – Objectives**

The objective of this planning proposal is to amend the LLEP 2008 to be consistent with the realigned HFPs as provided by Liverpool Hospital (Attachment 1).

### **Part 2 – Explanation of provisions**

This planning proposal seeks to amend the Key Sites Map in accordance with the updated flight paths as provided by Liverpool Hospital (Attachment 1 and Figure 2). Council officers have undertaken an assessment of the realigned HFP which identified that the changes will most likely have a minor impact on properties within the Liverpool City Centre.

The assessment has also found that the redevelopment of properties outside the Liverpool City Centre will have minimal to no impact on the HFPs (as beyond this there is no likely impacts due to the existing building height limits). The key sites map should therefore only apply to land shown shaded blue in Figure 2 below.

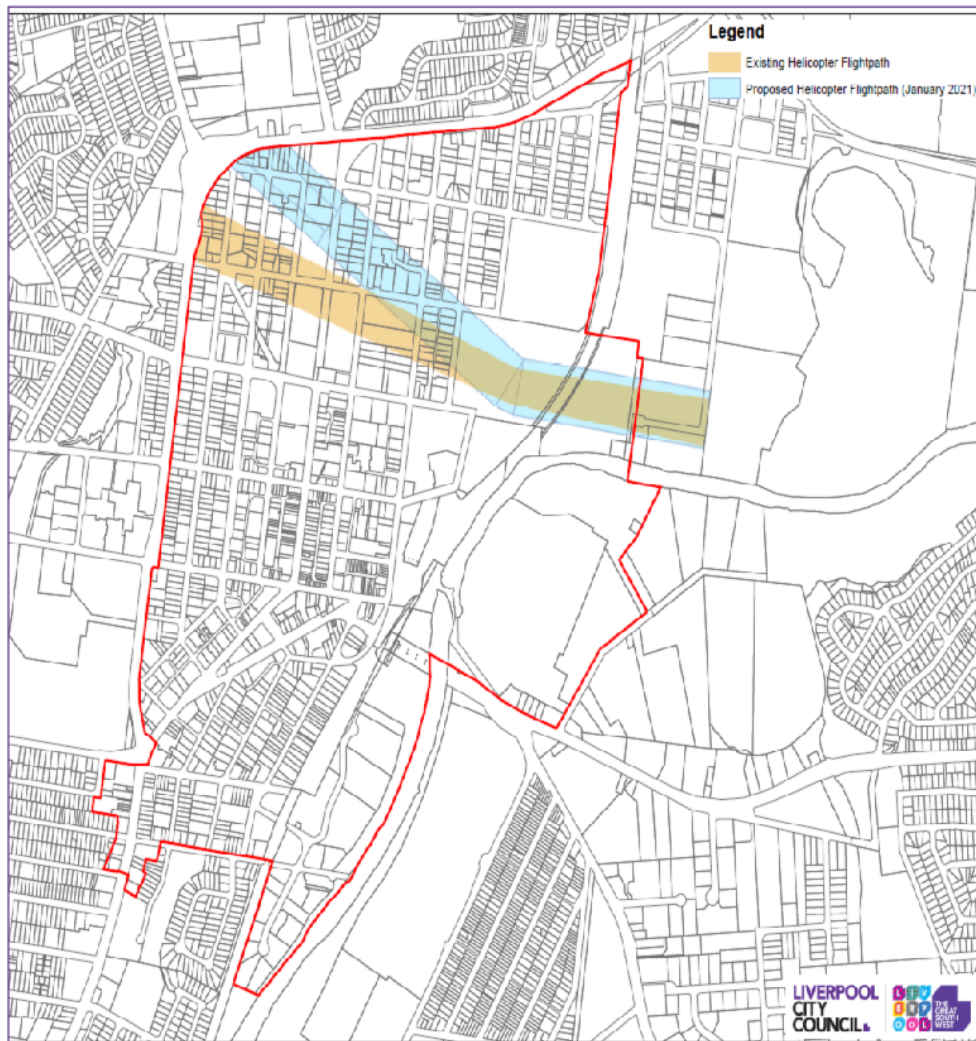


Figure 2: Key sits map to be amended to only apply to the area shaded blue (realigned Helicopter Flights Paths)

The following Key Sites Maps should be amended in accordance with Figure 2:

- KYS-010      [4900 COM KYS 010 020 20210201](#)
- KYS-011      [4900 COM KYS 011 005 20210201](#)
- KYS-014      [4900 COM KYS 014 020 20180730](#)

## Part 3 – Justification

### Section A – Need for the planning proposal

*3.1 Is the planning proposal a result of an endorsed local strategic planning statement, strategic study or report?*

No, the planning proposal is not the result of an endorsed local strategic planning statement, strategic study or report.

*3.2 Is the planning proposal the best means of achieving the objectives or intended outcomes, or is there a better way?*

Yes, amending the Key Sites maps is the best means of achieving the intended outcome.

### Section B – Relationship to strategic planning framework.

*3.3 Will the planning proposal give effect to the objectives and actions of the applicable regional, or district plan or strategy (including any exhibited draft plans or strategies)?*

#### A Metropolis of Three Cities

The planning proposal will give effect to the following objectives of the Greater Sydney Region Plan 2018, *A Metropolis of Three Cities*:

- **Objective 6:** Services and Infrastructure meet communities' changing needs

The proposed amendment will facilitate the provision of Objective 6 by ensuring health infrastructure is maintained and protected i.e. protecting the Helicopter Flight Paths and Helicopter Landing Site. The proposed amendment will ensure critically ill patients can be transported by air ambulance (Emergency Helicopter) to Liverpool Hospital.

- **Objective 21:** Internationally competitive health, education, research and innovation precincts

*Strategy 21.1: Develop and implement land use and infrastructure plans for health and education precincts that:*

- *create the conditions for the continued co-location of health and education facilities, and services to support the precinct and growth of the precincts*
- *have high levels of accessibility*
- *attract associated businesses, industries and commercialisation of research*
- *facilitate housing opportunities for students and workers within 30 minutes of the precinct.*

The proposed amendment will facilitate the provision of Objective 21 by ensuring services (emergency helicopter landing sites) can be maintained to support the precinct and growth of the precincts.

#### Western City District Plan

The planning proposal also gives effect to the following priority and action of the Western City District Plan:

- **Planning Priority W1: Planning for a city supported by infrastructure**
  - *Objective 1 Infrastructure supports the three cities.*
  - *Objective 2 Infrastructure aligns with forecast growth – growth infrastructure compact.*
  - *Objective 3 Infrastructure adapts to meet future needs.*



- *Objective 4 Infrastructure use is optimised.*

The proposed amendment will facilitate Planning Priority W1 by ensuring the hospital's infrastructure (emergency helicopter landing site) is protected and maintained to support the existing and growing population. The proposed amendment also supports Objectives 1-4 within W1.

- **Planning Priority W2: Working through collaboration**

The proposed amendment will ensure essential health infrastructure is maintained and protected through the protection of the HFP. This has been achieved through collaborating with Liverpool Hospital to best understand how this can occur as facilitated by the proposed amendment.

#### *Assessment Criteria*

Assessment Criteria have been established to assist proponents or a Principle Planning Authority (PPA) justify a planning proposal. Refer to **Error! Reference source not found.** below for an assessment of the planning proposal against the prescribed criteria.

*Table 1 - Assessment of strategic and site-specific merit*

Consideration	Merit	Justification
<b>Does the proposal have strategic merit? Will it:</b>		
Give effect to the relevant regional plan outside of the Greater Sydney Region, the relevant district plan within the Greater Sydney Region, or corridor/precinct plans applying to the site, including any draft regional, district or corridor/precinct plans released for public comment; or	Yes	The proposal has demonstrated that it will give effect to these strategic plans and documents, as outlined in section 3.3 of this report.
Give effect to a relevant local strategic planning statement or strategy that has been endorsed by the Department or required as part of a regional or district plan or local strategic planning statement; or	Yes	An assessment against the Connected Liverpool 2040 Liverpool Local Strategic Planning Statement (LSPS) has been provided in Section 3.4 of this report.
Responding to a change in circumstances, such as the investment in new infrastructure or changing demographic trends that have not been recognised by existing strategic plans.	Yes	The proposal will ensure health infrastructure (HFP & HLS) are maintained and protected.
<b>Does the proposal have site-specific merit, having regard to the following?</b>		
The natural environment (including known significant environmental values, resources or hazards); and	Yes	The proposed amendment will not change any existing controls that currently mitigate against impacts to the natural environment.
The existing uses, approved uses, and likely future uses of land in the vicinity of the proposal; and	Yes	The existing uses present on the subject site will remain. The future uses (including permitted building heights) in the vicinity are not

Consideration	Merit	Justification
		<p>necessarily restricted by Clause 7.17A.</p> <p>The referring LLEP 2008 clause does not necessarily restrict building heights, as the impact of the application is not known until a submission has been made by the hospital and assessed by the consent authority.</p> <p>Prior to any approval of developments within the flight path, the consent authority needs to be satisfied that the development does not present a hazard to helicopters using the HFP.</p>
The services and infrastructure that are or will be available to meet the demands arising from the proposal and any proposed financial arrangements for infrastructure provision.	Yes	It is not anticipated that the proposed amendments will create servicing and infrastructure deficiencies.

*3.4 Will the planning proposal give effect to a council's endorsed local strategic planning statement, or another endorsed local strategy or strategic plan?*

Connected Liverpool 2040 – Liverpool's Local Strategic Planning Statement (LSPS)

The planning proposal gives effect to the LSPS as follows:

- *Planning Priority 4* – Liverpool is a leader in innovation and collaboration

Council has received correspondence from Liverpool Hospital advising that the HFPs for their main HLS have been reviewed and ultimately relocated. To ensure the ongoing effective and safe operation of the helicopter ambulance service is maintained, the LLEP 2008 should be updated to reflect the recent review.

The proposed amendment will ensure our planning documents are up-to-date and in accordance with best practice.

- *Planning Priority 9* – Safe, healthy and inclusive places shaping the wellbeing of the Liverpool community

The proposed amendment will facilitate Planning Priority 9 by ensuring the hospital's infrastructure (emergency helicopter landing site) is protected and maintained to support the wellbeing of the Liverpool (and Regional) community.

- *Planning Priority 10* – A world-class health, education, research and innovation precinct

The proposed amendment will facilitate Planning Priority 10 by ensuring the hospital's infrastructure (emergency helicopter landing site) is protected and support Liverpool Hospital as a tertiary referral hospital, magnifying the regional importance of Liverpool's health sector.



### 3.5 Is the planning proposal consistent with applicable State Environmental Planning Policies?

Table 2 - SEPP Consistency

State Environmental Planning Policy	Consistency
State Environmental Planning Policy (Affordable Rental Housing) 2009	Yes – No immediate impacts are anticipated as a result of the proposed amendment. Given that a proposal may use this SEPP to gain additional FSR and Height, the finished building height will need to be assessed by Liverpool Hospital.
State Environmental Planning Policy No 55—Remediation of Land	Yes – No immediate impacts are anticipated as a result of the proposed amendment. Given that the proposed use will need to be assessed against this SEPP, the finished building height will only be determined if the use is permitted.
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004	Yes – Any future dwelling/s construction will be required to adhere with the requirements of BASIX, as stipulated within the SEPP
State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development (2002 EPI 530)	Yes – No immediate impacts are anticipated as a result of the proposed amendment.

### 3.5 Is the planning proposal consistent with applicable Ministerial Directions (Section 9.1 directions)?

Table 3 - Section 9.1 Directions Consistency

Section 9.1 Direction	Complies	Justification
<b>Business and Industrial Zones</b>		
1.1 Business and Industrial Zones	Yes	Within the Liverpool City Centre, the HFP is located over a small section of B4 – Mixed Use and R4 High Density Residential zoned land. This Planning Proposal will retain the function of the land as a B4 Zone, and will unlikely result in the reduction of total potential floor space for employment uses and related public services.
<b>Environment and Heritage</b>		
2.3 Heritage Conservation	Yes	Within the Liverpool City Centre, the HFP is located over, or in close proximity to some heritage conservation items or areas including Liverpool Memorial Pioneer's Park and Bigge Park. This Planning Proposal does not affect the integrity or ongoing conservation of these sites.
<b>Housing, Infrastructure and Urban Development</b>		
3.1 Residential Zones	Yes	Within the Liverpool City Centre, the HFP is located over R4 High Density Residential zoned land. This Planning Proposal will retain the function of the R4 zoned land.

Section 9.1 Direction	Complies	Justification
3.4 Integrated Land Use and Transport	Yes	The essence of this Planning Proposal is to cohesively integrate land use and emergency transport. Referral requirements for buildings that encroach the OLS will ensure that development applications for permanent or temporary structures are reviewed by the relevant authority prior to construction.
3.5 Development near Regulated Airports and Defence Airfields	Yes	The Planning Proposal does not include any changes to the LLEP 2008 that would permit a building to encroach with the Bankstown Airport Obstacle Limitation Surface (OLS) without consent. This Planning Proposal will not compromise the operations of Bankstown Airport (including aircraft flying the in the vicinity).
<b>Regional Planning</b>		
5.10 Implementation of Regional Plans	Yes	Consistency with A Metropolis of Three Cities is outlined in Section B earlier in this report.
<b>Local Plan Making</b>		
6.1 Approval and Referral Requirements	Yes	<p>The Planning Proposal seeks to amend the Key Sites Maps in accordance with updated HFPs as provided by Liverpool Hospital.</p> <p>Council will be seeking to amend the Key Sites Maps in accordance with Figure 2. The current wording requires all development applications to be referred to Liverpool Hospital for comment even if the application is well underneath the HFP.</p>

### Section C – Environmental, social, and economic impact

*3.6 Is there any likelihood that critical habitat or threatened species, populations or ecological communities, or their habitats, will be adversely affected as a result of the proposal?*

There are no other likely environmental effects as a result of the planning proposal. The proposal ensures the efficient and safe movement of helicopter travel to and from Liverpool Hospital.

*3.7 Are there any other likely environmental effects as a result of the planning proposal and how are they proposed to be managed?*

There are no other likely environmental effects as a result of the planning proposal. The proposal ensures the efficient and safe movement of helicopter travel to and from Liverpool Hospital.

*3.8 Has the planning proposal adequately addressed any social and economic effects?*

#### Social Effects

This Planning Proposal demonstrates that the proposed amendment accords with the relevant strategic planning framework and is likely to result in a net community benefit. Positive social impacts include preservation of the helicopter flight path for seriously ill or injured patients.

#### Economic Effects

This Planning Proposal demonstrates that the proposed amendment accords with the relevant strategic planning framework and is likely to result in a net economic benefit, particularly with reference to ongoing growth and investment in the health precinct in Liverpool City Centre. The proposal will have a positive economic impact by supporting the health precinct while providing increased certainty for development in the City Centre.

#### Potential Impact of Realigning the Western HFP (Liverpool City Centre)

Based on the mapping provided by Liverpool Hospital, 72 allotments (whole or part within the Liverpool City Centre) will potentially be impacted by the realigned western HFP, as compared to 77 allotments affected by the current western HFP.

Council officers have undertaken an assessment of the realigned HFP which identified that the changes will most likely have only a minor impact, due to the following reasons:

- There are 72 allotments (whole or part) that are affected by the realigned western HFP within the Liverpool City Centre (excluding Liverpool Pioneers' Memorial Park);
- 17 of these properties are currently impacted by the current HFPs;
- 34 of the 72 allotments within the new alignment are already strata subdivided, meaning any redevelopment of these properties is unlikely;
- Of the remaining 38 allotments, one Torrens title allotment has recently been developed as a mixed-use building with dwellings above. According to Council's records, this development is yet to be strata subdivided;
- The realigned HFP impacts fewer developable properties;
- The remaining 37 allotments (Torrens Title) still have development potential. Some of these current uses include:
  - o Sydney South West Private Hospital;
  - o Medical centre / medical uses i.e. radiology, x-ray etc.
  - o Office premises;
  - o Private dwellings; and
  - o Affordable / social housing.

However, many of these 38 allotments are constrained by neighbouring strata development or existing medical uses that may also limit their development potential. Figure 3 shows the existing strata allotments underneath the realigned western flightpath.



Figure 3 – Impacted allotments showing Strata and Non strata allotments

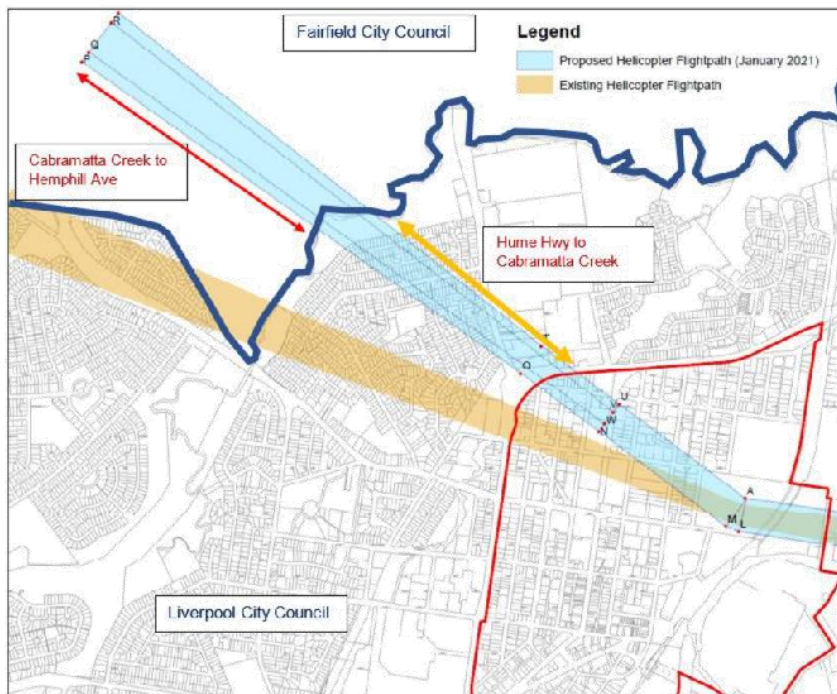


Figure 4 – Realigned Western Helicopter Flight Path

#### The Current HFP

- There are 77 (whole or part allotments) that are affected by the current western HFP within the Liverpool City Centre. The majority of these properties will no longer be impacted or will be less affected by the HFP;
- 17 of the 77 allotments affected by the current western HFP will continue to be affected by the realigned HFP.
- The current alignment impacts more developable properties than the proposed realigned HFP.

#### Impact of Realigning Western HFP (outside Liverpool City Centre)

The changes to the western HFP also apply to properties outside of the Liverpool City Centre, including properties within the Fairfield LGA (as shown in Figure 4).

Although the realigned HFP will apply to several properties that were not previously impacted, the permitted building heights in these areas do not penetrate the HFPs and will unlikely restrict the redevelopment of these properties in the future.

The height of the HFP starts at 42.821 AHD at Liverpool Hospital's HLS and rises to 165.621 AHD at Hemphill Avenue, Mount Pritchard (within Fairfield LGA).

#### Hume Highway to Cabramatta Creek (within Liverpool City Centre)

The permitted building height in the LEP (from the Hume Hwy to Cabramatta Creek) ranges from 8.5m to 15m for the extent of the impacted properties (Figure 4). The ground level contours in this area ranges from 10-12 AHD.

The height of the HFPs between the Hume Highway and Cabramatta Creek ranges from 66 AHD to 108 AHD. It is extremely unlikely that any development in this area will penetrate the HFP.

#### Cabramatta Creek to Hemphill Avenue (within Fairfield LGA)

The landform from Cabramatta Creek rises sharply from 6 AHD to 60 AHD at Hemphill Avenue. The permitted building height as stated within the Fairfield Local Environmental Plan 2013 is 9m (underneath the western HFP).

The height of the HFPs between Cabramatta Creek and Hemphill Avenue ranges from 116.5 AHD to 165.621 AHD. Again, it is extremely unlikely that any development within these properties will penetrate the HFP.

As it is extremely unlikely that the redevelopment of properties outside the Liverpool City Centre will impact the HFPs, Clause 7.17A, in effect, only applies to development within the Liverpool City Centre. It is recommended that the key sites map be amended to only apply to land shown in Figure 2.

#### Impact of Realigning the Eastern HFP

As a result of the review of the HFPs undertaken by Liverpool Hospital, it was identified that the eastern HFP will also need to be updated due to more accurate mapping provided (Figure 5). This report recommends the key site map in the LEP is updated in accordance with the revised mapping provided by Liverpool Hospital.

The height of the HFP starts at 42.821 AHD at Liverpool Hospital's HLS and rises to 165.621 AHD at Riverside Road Chipping Norton.



The minor changes to the eastern HFP will have minimal to no impact on the additional properties as the permitted building heights do not penetrate the HLP. It is unlikely that re-development of these properties will penetrate the HFP.

However, to safeguard any future issues directly east of Liverpool Hospital it is recommended that the eastern HFP is mapped to western boundary of land owned by Sydney Water in accordance with Figure 2.

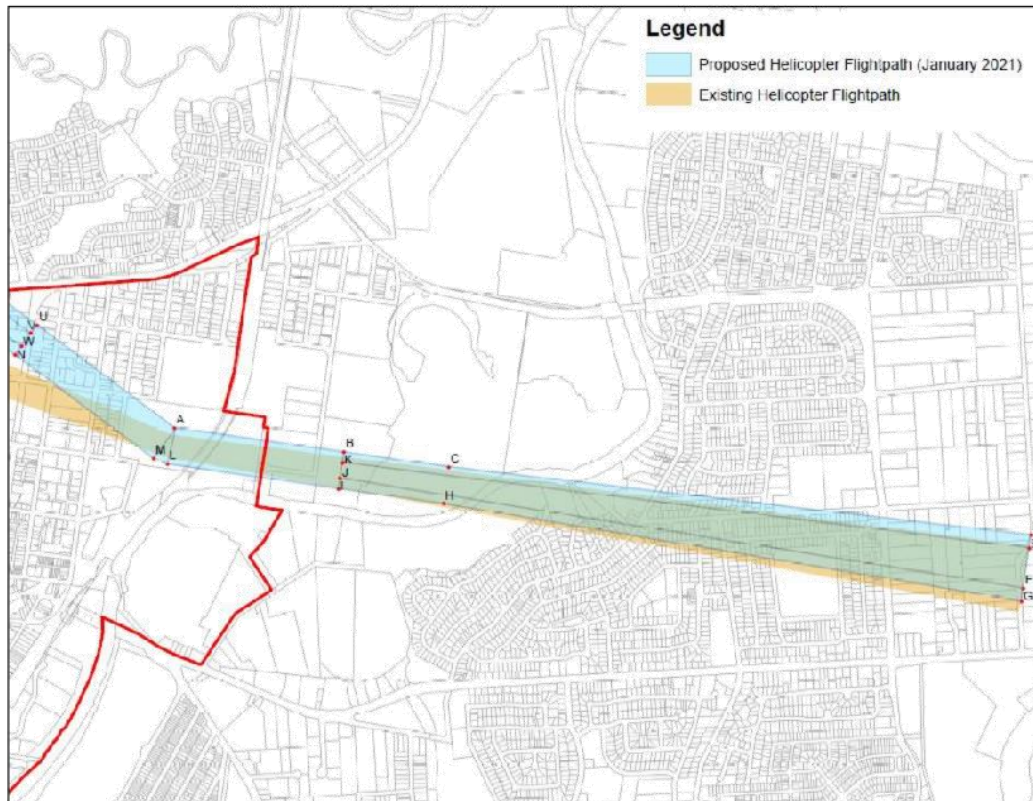


Figure 5 – Realigned Eastern Helicopter Flight Path

## Section D – State and Commonwealth interests

### 3.9 Is there adequate public infrastructure for the planning proposal?

The Planning Proposal will not require any additional, or modification to existing, infrastructure.

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

The views of state and Commonwealth public authorities will be considered following Gateway determination. The following government agencies should be considered:

- Department of Infrastructure, Transport, Regional Development and Communications;
- Civil Aviation Safety Authority (CASA);
- NSW Department of Health;
- Fairfield City Council;
- Liverpool Hospital;

- Air Ambulance NSW; and
- Bankstown Airport.

## Part 4 – Mapping

Updated LLEP 2008 mapping has not yet been prepared. However, Figure 1 shows the proposed HFPs and the current HFPs.

It is proposed to amend the Key Sites Maps in accordance with Figure 2.

## Part 5 – Community Consultation

Community consultation will be undertaken in accordance with the Gateway determination.

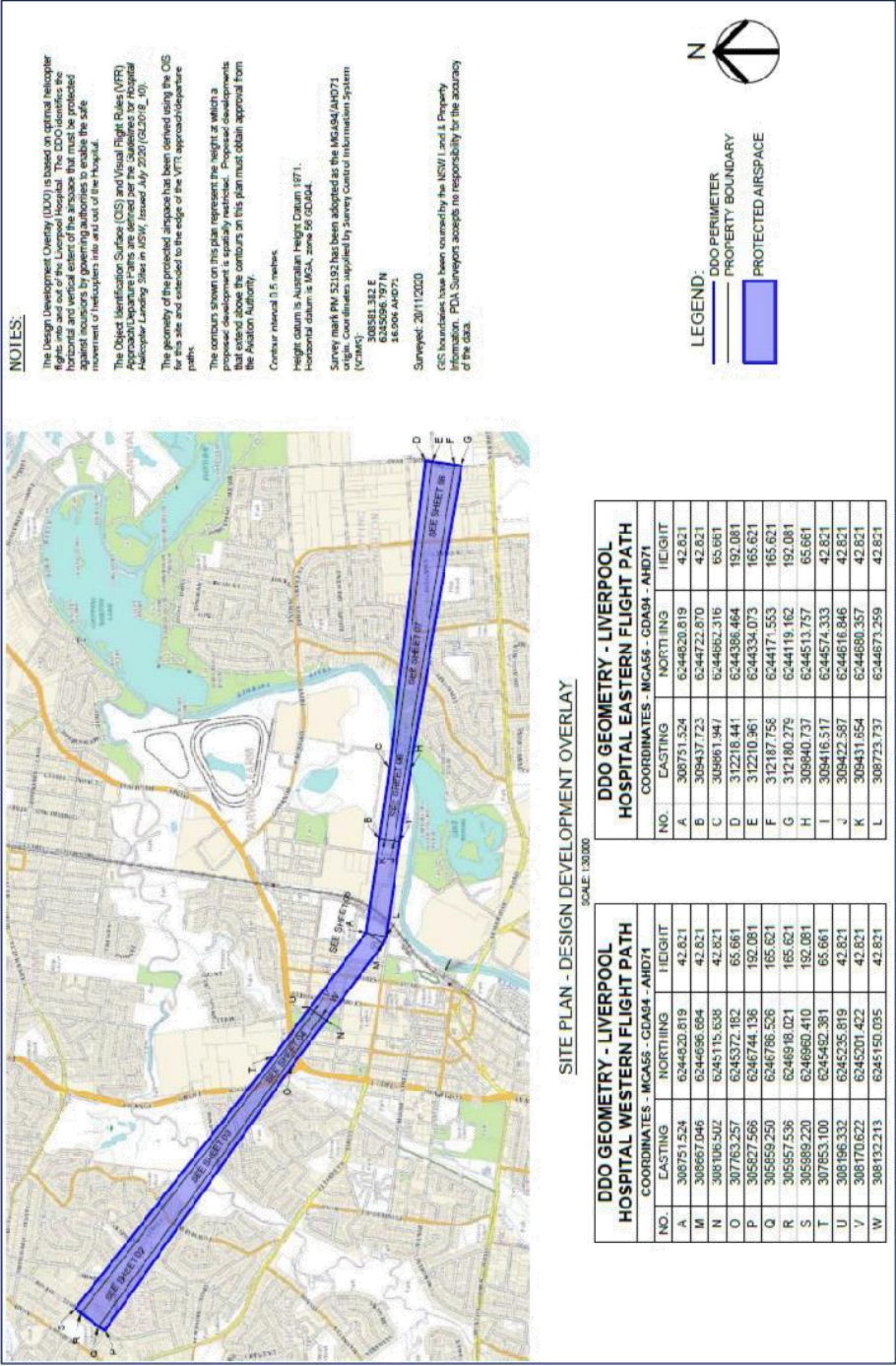
## Part 6 – Project Timeline

An anticipated project timeline is shown in **Error! Reference source not found.4.**

*Table 4 - Anticipated project timeline*

Timeframe	Action
<b>May 2021</b>	Presented at the Local Planning Panel meeting
<b>July 2021</b>	Presented to Liverpool City Council
<b>August 2021</b>	Submission of Planning Proposal to DPIE
<b>September 2021</b>	Gateway Determination issued
<b>October 2021</b>	State agency consultation
<b>October 2021</b>	Community consultation
<b>November 2021</b>	Consideration of submissions and proposal post-exhibition
<b>November 2021</b>	Post-exhibition report to Council
<b>December 2021- January 2022</b>	Legal drafting and making of the plan

Attachment 1 – Realigned Helicopter Flight Paths January 2020





# Planning Proposal

## 4-8 Hoxton Park Road (Lot 1 DP 860799), Liverpool

### *Amendment 79 to Liverpool Local Environmental Plan 2008:*

- *Rezone the site, and part of Gillespie Street, Liverpool, from B6 Enterprise Corridor to B4 Mixed Use;*
- *Removal of the Site as a 'Key Site' on the Key Sites Map KYS 10;*
- *Increase the maximum height of buildings development standard applying to the site from 24m to 50m, and amend HOB map;*
- *Increase the maximum floor space ratio for the Site from 2.5:1 to 5:1, and amend the FSR map; and*
- *Apply Clause 6.4A of the LLEP 2008 to the Site, and amend the FSR map to identify the site as 'Area 12'.*

28 July 2020

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## Foreword

Council has resolved to prepare a planning proposal following a request made to it by Willana Associates on behalf of Mr Hussein Chahine (the Proponent).

The planning proposal request was received by Liverpool City Council (Council) on 29 March 2018. An assessment of the planning proposal was undertaken by Tract Consultants on behalf of Council. That assessment determined the planning proposal has strategic and site-specific merit and is consistent with Section 9.1 Directions and other relevant regional and local plans.

Advice was sought from the Liverpool Local Planning Panel at its meeting on 26 November 2018 in accordance with the Local Planning Panel Direction – Planning Proposals dated 23 February 2018. Following an inspection of the site and considering the assessment report, the panel provided their supporting advice that the proposal has both strategic and site-specific merit.

The planning proposal request was considered by Council at its meeting of 27 February 2019, where it endorsed the planning proposal and approved forwarding of the planning proposal to the Department of Planning, Industry and Environment (DPIE) for Gateway determination.

On 15 January 2020, DPIE informed Council that the proposal should proceed subject to conditions, including:

1. Prior to community consultation Council is to revise the planning proposal by:
  - a. Including part of Gillespie Street, and associated changes except the application of Clause 6.4A, indicating the land is proposed to be zoned B4 Mixed Use;
  - b. Including thumbnail mapping illustrating existing and proposed provisions for all the proposed amendments;
  - c. Including a Part 6 – project timeline;
  - d. Amending the cover page to replace the existing information that appears on that page and add Council's name and logo etc. as Council has adopted the proposal;
  - e. Amending the proposal document to better follow the structure outlined in the Department's *Planning Proposals – A guide to preparing planning proposals*, including consideration being given to the placement and/or amendment of the existing executive summary and introduction;
  - f. Consolidate, and where appropriate, update the proposal by addressing current section 9.1 direction and the proposal's consistency with the Western City District Plan and Greater Sydney Region Plan, ensuring current sections of the Act are referencing within the proposal;
  - g. Update the urban design report to clearly indicate:
    - i. Solar access and overshadowing impacts on the surrounding area during winter solstice on 22 June; and
    - ii. Ensure overshadowing diagrams are clearly labelled, showing orientation, nominated date and times, and zoning of the surrounding area;
  - h. The revised planning proposal is to be forwarded to the Department for review and approval prior to public exhibition commencing.

Consequently, the planning proposal request prepared by Willana Associates has been amended according to the requirements of the Gateway determination and formatted using Council's template.

## Introduction

A planning proposal has been prepared for land at 4-8 Hoxton Park Road, Liverpool ('the site'). The site has a legal description of Lot 1 in DP 860799. The site has an area of approximately 1,680m<sup>2</sup>, has frontages to Hoxton Park Road and Gillespie Street, and is located within the locality of Liverpool. The site currently operates as a car repair yard.

The planning proposal seeks to amend the Liverpool Local Environmental Plan (LLEP) 2008, in the following manner:

- Rezone the site, and a portion of Gillespie Street, from B6 Enterprise Corridor to B4 Mixed Use.
- Removal of the site from the 'Key Site' on Key Sites Map KYS 10.
- Amend the maximum height of buildings for the site to 50m, in accordance with the proposed mapping.
- Amend the maximum floor space ratio for the site to 5:1, in accordance with the proposed mapping.
- Apply Clause 6.4A of the LLEP 2008 to the site and amend the floor space ratio map to identify the site as Area 12.

This planning proposal provides an analysis of the physical and strategic planning constraints and the opportunities of the site, and considers the relevant environmental, social, and economic impacts of the proposal and its strategic merit.

Support for this planning proposal is based on the following merits:

- The proposal provides residential accommodation in a suitable urban location;
- The redevelopment of the site including retail and commercial space provides convenience amenity to the locality;
- The concept demonstrates the ability for the building envelopes to achieve consistency with Apartment Design Guideline (ADG) requirements for residential flat development; and
- The proposal is supported by an offer to deliver public domain improvements and affordable housing through a voluntary planning agreement (VPA).

The proposal is consistent with the broad strategic planning goals for the Western City District as:

- Housing and employment opportunities are provided on the fringe of the Metropolitan cluster of Liverpool; and
- The proposal does not undermine the primacy of the Liverpool CBD or core employment areas.

The planning proposal is also supported by:

- An Urban Design Report;
- A Traffic and Transport Assessment Report;
- A Social Impact Assessment;

- An Economic Assessment;
- A Preliminary Site Contamination Assessment; and
- A Detailed Phase 2 Site Contamination Assessment.

### Project Background

A Planning Proposal was adopted by Council for 311 Hume Highway, Liverpool (Local Environmental Plan 2008 (Amendment No. 60)). The Planning Proposal for 311 Hume Highway amended the relevant development controls applying to the land at 311 Hume Highway as follows:

- rezoned the site from B6 Enterprise Corridor to B4 Mixed Use;
- increased the maximum building height from 24 metres and 45 metres to 25 metres and 100 metres;
- increased the maximum floor space ratio from 2.5:1 to 6:1;
- removed the site from the Key Sites map; and
- amended Schedule 1 Additional Permitted Uses to allow residential dwellings to be provided on the ground floor on the site, subject to provisions of non- residential floor space and active street frontage.

A submission was also made on behalf of the owner of 4-8 Hoxton Park Road, to Council, during the public exhibition of the Planning Proposal for 311 Hume Highway. Consequently, the owner of 4-8 Hoxton Park Road and the Project Team met with Council on 28 July 2016 to discuss the strategic merit and opportunities for rezoning of the subject site and its relationship to the Planning Proposal for 311 Hume Highway, Liverpool.

Subsequently, Council received a planning proposal request to rezone land at 4-8 Hoxton Park Road, Liverpool (Lot 1 DP 860799) from B6 – Enterprise Corridor to B4 – Mixed Use on 29 March 2018.

The proposal was referred to the Liverpool Local Planning Panel for advice in accordance with Section 2.19 of the EP&A Act. The assessment of the planning proposal request was undertaken by Tract Consultants on behalf of Council. That assessment determined the planning proposal request has strategic and site-specific merit and is consistent with Section 9.1 Directions and other relevant regional and local plans.

Advice was sought from the Liverpool Local Planning Panel at its meeting on 26 November 2018 in accordance with the Local Planning Panel Direction – Planning Proposals dated 23 February 2018. Following an inspection of the site and considering the assessment report, the panel provided their supporting advice that the proposal has both strategic and site-specific merit.

The proposal was adopted by Council at its meeting of 27 February 2019 and forwarded to the Department for a Gateway review. Council received a Gateway determination on 15 January 2020 advising that the proposal should proceed if conditions of the Gateway determination were met.

## Report Structure

This planning proposal has been prepared in accordance with Section 3.33 of the Environmental Planning & Assessment Act 1979 with consideration of DPIE's *A guide to preparing planning proposals* (December 2018). Accordingly, the proposal is discussed in the following parts:

- Site Description
- Statutory Planning Framework
- Part 1 – A Statement of the Objectives and Intended Outcome
- Part 2 – Explanation of Provisions
- Part 3 – Justification
- Part 4 – Mapping
- Part 5 – Community Consultation
- Part 6 – Project timeline



## Site description

### Overview

- **Address:** 4-8 Hoxton Park Road, Liverpool
- **Legal description:** Lot 1, DP 860799
- **Site area:** 0.17 ha / 1,680m<sup>2</sup>
- **Road network:** frontages onto Hoxton Park Road and Gillespie Street

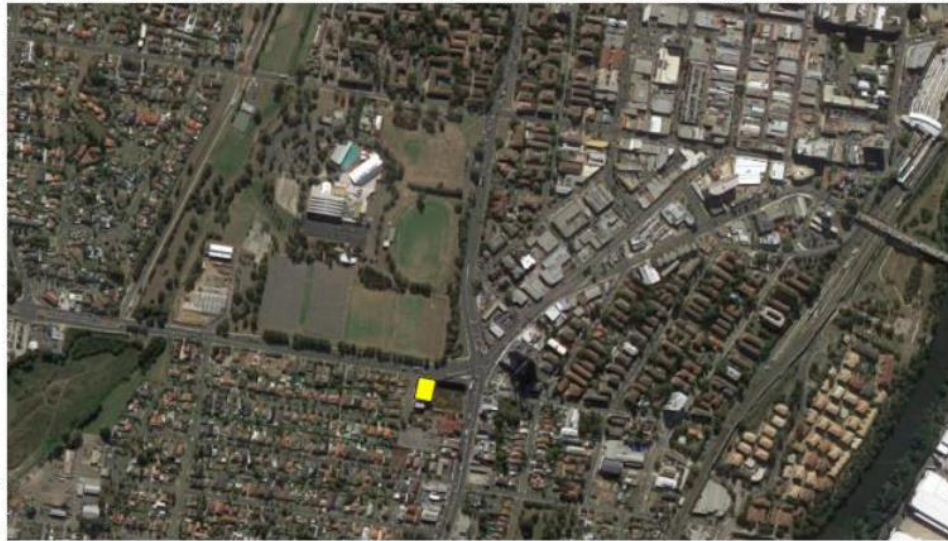
### Site Context and Locality

The site is on the western edge of the Liverpool City Centre, at the intersection of Hoxton Park Road and Gillespie Street, near the intersection of the Hume Highway and Hoxton Park Road. The site forms part of a key gateway entry to the south-western side of the Liverpool City Centre, alongside the adjoining property at 311 Hume Highway. To the west of the Site is predominantly low density residential however, this area has been zoned R4 High Density Residential and is therefore anticipated to change significantly in coming years. To the north is Woodward Park, comprising a series of sports fields, netball courts and open space. To the east, along Hume Highway, are a corridor of commercial uses. North east extends further into Liverpool City Centre and comprises high density residential and commercial uses. The Site is approximately 900 metres from Liverpool Railway Station.

**Figure 1: The Site: 4-8 Hoxton Park Road, Liverpool**



Source: Sixmaps 2018

**Figure 2: Surrounding Locality**

Source: Google Maps 2017



The Site: 4-8 Hoxton Park Road, Liverpool



### Site Description

The site is rectangular with frontages to Hoxton Park Road to the north and Gillespie Street to the west. The site covers an area of 1,680m<sup>2</sup> and has a street frontage of approximately 47 metres to Gillespie Street and 35.5m to Hoxton Park Road. The site currently accommodates a single storey warehouse with the remainder of the site as hardstand.

### Context

The site forms part of a key gateway entry to the south-western side of the Liverpool City Centre, alongside the adjoining property at 311 Hume Highway. It is located on the western boundary of Liverpool City Centre, as identified by Council. The surrounding locality is a mixture of residential, commercial and recreational uses.

To the west of the site is predominantly low density residential however, this area has been zoned R4 High Density Residential and is therefore anticipated to change significantly in coming years. To the north is Woodward Park, comprising a series of sports fields, netball courts and open space. To the east, along Hume Highway, are a corridor of commercial uses. North east extends further into Liverpool City Centre and comprises high density residential and commercial uses. The Site is approximately 900 metres from Liverpool Railway Station and is readily accessible to key services, facilities and public transport.

The Liverpool City Centre has a multifunctional role as one of Sydney's Regional Cities and continues to grow as a major central business district to service Sydney's growing South West Region. Liverpool contains one of Sydney's major medical precincts, based around Liverpool Hospital; Liverpool Courthouse; the Liverpool TAFE; Western Sydney University and the University of Wollongong.

## Adjoining Sites

### Adjoining Sites to the East

#### *311 Hume Highway, Liverpool*

311 Hume Highway is irregular in shape and adjoins the site along the eastern and southern (rear) boundaries. 311 Hume Highway is currently vacant but has recently been subject to an approved Planning Proposal and Development Application (DA), for a mixed-use development containing a significant tower on the corner of the Hume Highway and Hoxton Park Road. Figure 3 shows an indicative image of the scale of the development. Further discussion regarding the relationship between 4- 8 Hoxton Park Road and 311 Hume Highway is provided throughout this Planning Proposal Report and the Submission located at Appendix A of this Report.

**Figure 3 | Approved Development at 311 Hume Highway**



Source: Liverpool City Council E-Planning Website 2017

#### *420 Macquarie Street, Liverpool*

420 Macquarie Street, Liverpool is located on the diagonally opposite corner of Hume Highway to the site. A mixed-use development comprised of two significant residential towers over a podium has been approved and constructed. Figure 4 below provides an illustration of the scale of the approved development



**Figure 4 | 420 Macquarie Street**

Source: Liverpool City Council assessment report 420 Macquarie Street

#### **Adjoining Sites to the South**

##### *321 Hume Hwy, Liverpool – Collingwood Hotel*

The Collingwood Hotel is located south east of the site. It is heritage listed (Item 88) and considered to be of local significance. The Hotel fronts Hume Highway with a large, at-grade carpark to the rear (west). The car park is accessed via Gillespie Street and Hume Highway.

##### *8 Gillespie Street, Liverpool*

8 Gillespie Street is located to the south of the site, adjoining 311 Hume Highway. The property contains a single storey detached residential dwelling with a pitched tile roof. The property is predominantly turfed with vehicular access from Gillespie Street.

#### **Adjoining Sites to the West**

##### *10 Hoxton Park Road, Liverpool*

10 Hoxton Park Road is located to the west of the Site, on the opposite side of Gillespie Street. The property comprises a single storey detached weatherboard residential dwelling with pitched tile roofing. The property is predominantly turfed and vehicular access is from Gillespie Street.

## Statutory Planning Framework

### Liverpool Local Environmental Plan 2008

The principal statutory planning instrument applying to the site is the Liverpool Local Environmental Plan 2008 (LLEP 2008).

Table 3.1 outlines the current zoning and key built form controls relevant to the Site.

**Table 3.1| Zoning and key Built Form Controls**

Address	Zone	FSR	Building Height
4-8 Hoxton Park Road	B6 Enterprise Corridor	2.5:1	24m

Under LLEP 2008, the site is identified as being zoned B6 Enterprise Corridor. The B6 zoning extends along Hume Highway to the east of the Site. 311 Hume Highway is now zoned B4, which results in the site being the only property zoned B6 Enterprise corridor on Hoxton Park Road (excluding the Gillespie Street road reserve).

The site currently has a maximum permissible FSR of 2.5:1 and a maximum building height of 24m. 311 Hume Highway, adjoining the site has an approved height limit 100m, in the form of a standalone tower, forming a gateway to the Liverpool City Centre.

Properties to the west, extending along Hoxton Park Road, have a maximum FSR of 1:1 and building height of 15m.

**Figure 5 | Zoning Map LZN\_010 and 012 Extract from LLEP 2008**



## Part 1 – Objectives and Intended Outcome

The primary objective of the Planning Proposal is to enable the redevelopment of 4-8 Hoxton Park Road. It is intended to facilitate a more appropriate zoning, height and density for the site, given its relationship to the recently rezoned property adjoining the site at 311 Hume Highway, as well as the surrounding context.

Specifically, it will enable the construction of a mixed-use development comprising commercial premises and shop top housing. The scale of the proposed mixed-use development will provide a more appropriate transition, in terms of height and density, between the approved gateway tower at 311 Hume Highway and lower density development to the west. It will result in a high-quality urban design outcome that will allow a meaningful contribution to housing targets, while also being close to employment, local services, recreational facilities and public transport.

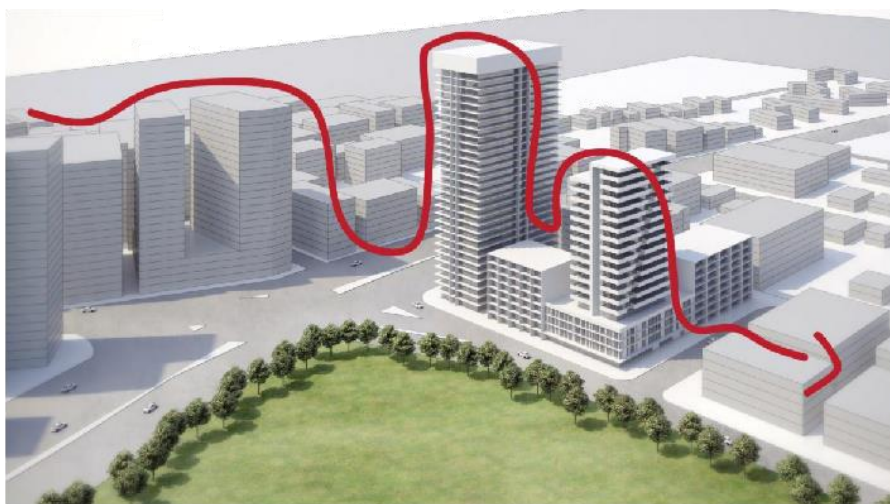
The intended outcome would enable a Development Application to be lodged for a mixed-use development, consistent with the Concept Master Plan, as described below.

### Concept Master Plan

A Concept Master Plan has been prepared by Architecture Design Studio (ADS) that analyses the opportunities and constraints associated with the redevelopment of the Site. The Concept Master Plan has been prepared based on the findings of an urban design analysis of the site and its surroundings.

The Concept Master Plan helps to envisage future development on the site and inform the most appropriate planning controls required to achieve the intended outcome for the Site.

**Figure 6 | Concept Master Plan Extract**



Source: Architecture Design Studio

## Part 2 – Explanation of Provisions

The intended outcome of the Planning Proposal is to enable opportunities for the future redevelopment of 4-8 Hoxton Park Road. Specifically, it is intended to enable a mixed-use development comprising commercial premises and shop top housing.

The site is currently zoned B6 Enterprise Corridor under LLEP 2008 and is identified as a Key Site on Liverpool LEP 2008 Key Sites Map No. 10 (Refer to Figure 1). The site is subject to a maximum building height of 24m under Clause 4.3 of the LLEP 2008 and a maximum FSR of 2.5:1 under Clause 4.4 of the LLEP 2008.

The Planning Proposal seeks to amend LLEP 2008 as follows:

- Rezone the site from B6 Enterprise Corridor to B4 Mixed Use.
- Rezone part of Gillespie Street adjoining the site to B4 Mixed Use.
- Remove the site from the 'Key Site' map on Key Sites Map KYS 10.
- Amend the maximum height of buildings for the site to 50m, in accordance with the proposed mapping.
- Amend the maximum floor space ratio for the site to 5:1, in accordance with the proposed mapping.
- Apply Clause 6.4A of the LLEP 2008 to the site, and amend the floor space ratio map to identify the site as Area 12

Support for the intended outcome is based on the following:

- It is consistent with the vision and objectives of relevant strategic plans, including the State Government's "A Metropolis of Three Cities".
- It provides additional and diverse housing and commercial opportunities in a city centre location, which has quality access to retail, education and community facilities, as well as public transport services.
- It improves the integration of the site within the key gateway sites area and surrounding Liverpool City Centre.
- It results in minimal and appropriate environmental impacts and allows a more appropriate residential/commercial interface and transition to surrounding residential areas.
- It assists in achieving Council's vision of a city centre that permits mixed uses to encourage greater levels of residential development and commercial services.



## Part 3 – Justification

This section addresses the specific questions which “must be discussed with reasons explained”, as set out in Part 3 of the NSW Department of Planning, Industry and Environment’s publication: A Guide to Preparing Planning Proposals. This section will review the proposed amendments to the Liverpool Local Environmental Plan 2008 and addresses specific questions outlined in the guide, which are separated into sections A to D.

### Section A – Need for the planning proposal

#### 3.1 *Is the planning proposal a result of an endorsed local strategic planning statement, strategic study or report?*

The Planning Proposal is not the result of a strategic study or report however, the intended outcome is consistent with the both State Government’s and Council’s strategic vision for Liverpool City Centre. The catalyst for the Planning Proposal is primarily the recent rezoning of the adjoining property at 311 Hume Highway. This resulted in strategic planning irregularities for 4-8 Hoxton Park Road. Specifically, it resulted in the Site being ‘isolated’ from the rest of the B6 Enterprise Corridor land, a redundant Key Site status and a significant difference in scale and density, notwithstanding the gateway nature of 311 Hume Highway.

This Planning Proposal seeks to rectify the zoning anomaly while also providing strong strategic and urban design grounds for a built form that allows a more gradual transition from the approved tower at 311 Hume Highway to the lesser- scaled residential buildings to the west along Hoxton Park Road.

**Figure 7 | Zoning of Surrounding Locality**



Source: ADS Pty Ltd

In this instance, if 4-8 Hoxton Park remains zoned B6 Enterprise Corridor, no dwelling would be permissible on the Site within 50m of Hoxton Park Road. It is an anomaly to allow residential dwellings along the entirety of the Hoxton Park Road frontage, with the exception of the site.

While not directly the result of any strategic study or report, this Proposal is supported by a variety of strategic documents that are discussed in greater detail in this Report.



*3.2 Is the planning proposal the best means of achieving the objectives or intended outcomes, or is there a better way?*

The Planning Proposal Report and Concept Master Plan outline the benefits associated with the proposed mixed-use development on the Site. It has been prepared based on a comprehensive analysis of the site and its context, including technical reports that address key issues, such as urban design, traffic generation and social impacts.

The amendments proposed to LLEP 2008 are considered the most appropriate way to achieve the intended outcome for the following reasons:

- A change of zoning from B6 Enterprise Corridor to B4 Mixed Use can only be undertaken through the Planning Proposal process.
- The extent of variation to current development standards to allow a maximum building height of 50m and FSR of 5:1 is best undertaken through a Planning Proposal process rather than a Clause 4.6 variation.
- To provide a detailed Urban Design Analysis that demonstrates the ability of the site to be developed in a manner that delivers a good quality, high density, mixed use development which achieves a high level of amenity for existing and future residents.
- To avoid detrimental impacts associated with the isolation of the Site in relation to the Planning Proposal undertaken at the neighbouring property at 311 Hume Hwy, Liverpool.
- To provide an appropriate transition in scale between the neighbouring residential zones to the west of the site into the gateway sites to the east.
- To achieve this, amendments to the zoning, height limit and floor space ratio of the site are required and a planning proposal is the best way of achieving the intended outcome.

## Section B – Relationship to strategic planning framework.

### 3.3 Will the planning proposal give effect to the objectives and actions of the applicable regional, or district plan or strategy (including any exhibited draft plans or strategies)?

#### Greater Sydney Region Plan

The Greater Sydney Region Plan (the Plan) was prepared by the Greater Sydney Commission to manage growth and guide infrastructure delivery within the Sydney Region over the next 40 years. The Plan provides the vision and strategy for the region, to be implemented at a local level through District Plans. The Plan identifies four key themes: infrastructure and collaboration; liveability; productivity, and sustainability.

*Table 1: Strategic Plan Merit Test – Greater Sydney Region Plan*

OBJECTIVE	REQUIREMENT	COMMENT
<b>A CITY SUPPORTED BY INFRASTRUCTURE</b>		
Objective 1	Infrastructure supports the three cities	The Proposal is located within the identified Liverpool City Centre, making efficient use of existing and future infrastructure by promoting additional housing in close proximity to existing services and infrastructure.
Objective 2	Infrastructure aligns with forecast growth – growth infrastructure compact	The Proposal is located within the identified Liverpool City Centre and provides additional housing in an appropriate area to accommodate growth and utilise existing services and infrastructure.
Objective 4	Infrastructure use is optimised	The Proposal maximises the utility of existing infrastructure by providing additional housing near the existing services and infrastructure of Liverpool City Centre.
<b>A CITY FOR PEOPLE</b>		
Objective 7	Communities are healthy, resilient and socially connected	The site of the Planning Proposal is located adjacent (easy walking distance) to numerous recreation grounds and facilities, including the Whitlam Leisure Centre, netball courts and numerous ovals. The proposal incorporates an active street frontage, providing a human scale with active street life.
Objective 8	Greater Sydney's communities are culturally rich with diverse neighbourhoods	The Proposal will not hinder the diversity of the community.
Objective 9	Greater Sydney celebrates the arts and supports creative industries and innovation	The Proposal incorporates commercial uses at ground floor, which may assist with appropriate development of the night-time economy.
<b>HOUSING THE CITY</b>		
Objective 10	Greater housing supply	The Proposal provides greater housing supply in an optimal, city-centre location and will assist the Western City in accommodating the anticipated population increase within the next 20 years.
Objective 11	Housing is more diverse and affordable	The Proposal will incorporate a diverse range of units and dwelling mix. The provision of greater supply in a location close to the services and facilities of the Liverpool city centre will contribute to the affordability of housing in the area.
<b>A CITY OF GREAT PLACES</b>		
Objective 12	Great places that bring people together	The Proposal incorporates commercial land uses at ground floor which will activate the street. The Concept Plan provides for ample landscaping and common open space areas. It will provide an optimal location for dwellings to enjoy the existing parks and recreation facilities adjacent the site.
<b>A WELL-CONNECTED CITY</b>		
Objective 14	A Metropolis of Three Cities – integrated land use and transport creates walkable and 30-minute cities	The provision of greater housing supply within the Liverpool City Centre provides the opportunity for greater economic benefits for the Liverpool area and the provision of housing close to jobs within the City Centre.
<b>JOBS AND SKILLS FOR THE CITY</b>		

Objective 20	Western Sydney Airport and Badgerys Creek Aerotropolis are economic catalysts for Western Parkland City	Liverpool is identified as one of the centres on which the Western Parkland City will be founded upon. It recognises that Liverpool will provide a focus for commercial activities and population services as the city develops. The Proposal is well placed to provide additional commercial uses and additional housing within a City Centre identified for future growth.
Objective 21	Internationally competitive health, education, research and innovation precincts	The Proposal facilitates housing opportunities for students and workers within 30 minutes of the identified health and education precinct of Liverpool.
Objective 22	Investment and business activity in centres	The Proposal creates conditions for residential development within the strategic centre of Liverpool and within walking distance, but not at the expense of the attraction and growth of jobs, retailing and services.
<b>A CITY IN ITS LANDSCAPE</b>		
Objective 30	Urban tree canopy cover is increased	The site currently has no landscaping, accommodating a single storey building and hardstand for the entirety of the site. The Concept Plan submitted with the Planning Proposal demonstrates a significantly greater provision of landscaping and common and private open space opportunities.
Objective 31	Public open space is accessible, protected and enhanced	The site is located adjacent to significant recreation facilities and is accessible by walking.
<b>AN EFFICIENT CITY</b>		
Objective 33	A low-carbon city contributes to net-zero emissions by 2050 and mitigates climate change	The proposed provision of additional housing in the Liverpool City Centre provides opportunity to encourage public transport use and use of accessible services and facilities. The proposal would result in a built form which provides a much more efficient use of the site than the current built form.
<b>A RESILIENT CITY</b>		
Objective 38	Heatwaves and extreme heat are managed	The proposal provides housing in close proximity to services, meaning that walking and cycling is not as onerous to get to facilities in the City Centre. The proposal would result in significant additional landscaping and opportunities for awnings and shade than the current scenario on the site.

#### Western City District Plan

The subject site is located within the Liverpool City Centre, which forms a part of the Western City District. The Western City District Plan (the District Plan) sets out planning priorities and actions for improving the quality of life for residents as the district grows and changes. The District Plan provides a 20-year strategy to manage growth in the context of economic, social and environmental matters. It is a guide for implementing the Greater Sydney Region Plan, at a district level.

The District Plan establishes 22 Planning Priorities, which shape the vision for the future of the Western City District. The Planning Proposal is consistent with the relevant planning priorities and actions of the District Plan.

*Table 2: Strategic Plan Merit Test – Greater Sydney Region Plan*

Planning Priority	REQUIREMENT	COMMENT
<b>INFRASTRUCTURE AND COLLABORATION</b>		
Planning Priority 1	Infrastructure supports the three cities	The Proposal is located within the identified Liverpool City Centre, making efficient use of existing and future infrastructure by promoting additional housing close to existing services and infrastructure.
<b>LIVEABILITY</b>		
Planning Priority 3	Providing services and social infrastructure to meet people's changing needs	The Proposal maximises the utility of existing infrastructure by providing additional housing near the existing services and infrastructure of Liverpool City Centre.
Planning Priority 4	Fostering healthy, creative, culturally rich and socially connected communities	The site of this Planning Proposal is located adjacent (easy walking distance) to numerous recreation grounds and facilities, including the Whitlam Leisure Centre, netball courts and numerous ovals. The Proposal incorporates an active street frontage, providing a human scale with active street life.
Planning Priority 5	Providing housing supply, choice and affordability, with access to jobs, services and public transport	The Proposal provides greater housing supply in an optimal, city-centre location and will assist the Western City in accommodating the anticipated population increase within the next 20 years.
Planning Priority 6	Creating and renewing great places and local centres, and respecting the District's heritage	The Proposal incorporates commercial land uses at ground floor which will activate the street. The Concept Plan provides for ample landscaping and common open space areas. It will provide an optimal location for dwellings to enjoy the existing parks and recreation facilities adjacent the site.
<b>PRODUCTIVITY</b>		
Planning Priority 7	Establishing the land use and transport structure to deliver a liveable, productive and Sustainable Western Parkland City	The provision of additional housing in the Liverpool City Centre provides opportunity to encourage public transport use and use of accessible services and facilities.
Planning Priority 9	Growing and strengthening the metropolitan cluster	The Proposal facilitates housing opportunities for students and workers within 30 minutes of the identified health and education precinct of Liverpool.
<b>SUSTAINABILITY</b>		
Planning Priority 15	Increasing urban tree canopy cover and delivering Green Grid connections	The site currently has no landscaping, accommodating a single storey building and hardstand for the entirety of the property. The Concept Plan submitted with the Planning Proposal demonstrates a significantly greater provision of landscaping and common and private open space opportunities.
Planning Priority 18	Delivering high quality open space	The site is located adjacent to significant recreation facilities and is accessible by walking.
Planning Priority 19	Reducing carbon emissions and managing energy, water and waste efficiently	The proposed provision of additional housing in the Liverpool City Centre provides opportunity to encourage public transport use and use of accessible services and facilities. The Proposal would result in a built form which provides a much

		more efficient use of the site than the current built form.
Planning Priority 20	Adapting to the impacts of urban and natural hazards and climate change	The Proposal provides housing in close proximity to services, meaning that walking and cycling is not as onerous to get to facilities in the City Centre. The Proposal would result in significant additional landscaping and opportunities for awnings and shade than the current scenario on the site.

In addition to meeting at least one of the strategic merit criteria, a planning proposal is required to demonstrate site-specific merit against the following criteria below.

*Does the proposal have strategic merit? Will it:*

- Give effect to the relevant regional plan outside of the Greater Sydney Region, the relevant district plan within the Greater Sydney Region, or corridor/precinct plans applying to the site, including any draft regional, district or corridor/precinct plans released for public comment; or
- Give effect to a relevant local strategic planning statement or strategy that has been endorsed by the Department or required as part of a regional or district plan or local strategic planning statement; or
- Responding to a change in circumstances, such as the investment in new infrastructure or changing demographic trends that have not been recognised by existing strategic plans?

In considering strategic merit, the alignment of the proposal with the Regional Plan and District Plan supports the proposal. Support for the intended outcomes of the Planning Proposal remains, based on the following:

- It is consistent with the vision and objectives of relevant strategic plans, including the "Greater Sydney Region Plan – A Metropolis of Three Cities" and the "Western City District Plan".
- It provides additional and diverse housing and commercial opportunities in a city centre location, which has quality access to retail, education and community facilities, as well as public transport services.
- It improves the integration of the site within the key Gateway Sites area and surrounding Liverpool City Centre.
- It results in minimal and appropriate environmental impacts and allows a more appropriate residential/ commercial interface and transition to surrounding residential areas.
- It assists in achieving Council's vision of a city centre that permits mixed uses to encourage greater levels of residential development and commercial services.

*Does the proposal have site specific merit, having regard to the following:*

- The natural environment (including known significant environmental values, resources or hazards);

#### **Flooding**

The site is not flood affected.

#### **Traffic**

The transport impacts are considered to be acceptable as follows:



- The proposed development will not have unacceptable traffic implications in terms of road network capacity, as the development will result in no change in level of service of the Hoxton Park Road/ Macquarie Street/ Hume Highway/ Copeland Street intersection, which is already operating at capacity under existing conditions. The intersection has been considered for upgrade to address existing congestion issues and planned growth within the Liverpool CBD. The proposed development traffic represents a minor overall impact, representing a relatively small portion of the existing traffic volumes (no more than 1.4 per cent).

### **Residential Amenity**

The establishment of the building envelopes and layout has been prepared having regards to future assessment against the Apartment Design Guide (ADG). This includes the orientation for future solar access and building footprints that facilitate natural cross flow ventilation, avoiding adverse shadow impacts on surrounding land, and building separation for visual and acoustic privacy.

Future applications would be required to address the impacts of road noise as required by the provisions of State Environmental Planning Policy (Infrastructure) (ISEPP) 2007. Given the nature of the site, these are likely to be matters that can be addressed.

### **Community Benefits**

It is considered that there will be a net community benefit to the surrounding community and to the Liverpool Local Government Area in general. The net community benefits and costs associated with the Planning Proposal are discussed below. These should be read in conjunction with the other consultant reports submitted as part of this application, including the Social Impact Assessment, Traffic Report, Economic Statement and Urban Design Analysis.

#### Increased housing supply

The proposed B4 zoning would facilitate a mixed-use development capable of supporting reasonable additional residential land uses on the Site. The Site is serviced with all necessary public utility services including electricity, water and sewer and accordingly, there are no impediments to future residential development. The Site is not affected by constraints including flooding, bush fire, mine subsidence or acid sulfate soils and as such, is suitable for and capable of, supporting residential development. It will provide additional housing within the Liverpool City Centre in close proximity to services and facilities.

#### Improvement to landscape and street character

The Urban Design Analysis demonstrates opportunities for significant urban design improvements, particularly at the ground floor frontage to Hoxton Park Road. These improvements will result in a more vibrant street life that is safe and activated with opportunities for passive surveillance. The proposed maximum height will assist in transitioning the built form of the area from the approved 100m tower on 311 Hume Highway to the lower scale development to the west, beyond the boundary of the City Centre.

High quality landscaping and a contemporary built form that is integrated to the surrounding locality will also improve the visual coherence and residential amenity enjoyed by both the general public and future residents alike.

Council resolution is that the planning proposal will not proceed without provision of appropriate public benefits. Potential benefits being discussed through a Voluntary Planning Agreement include:

Potential Benefit	Response
5-10% of dwellings as affordable housing	The proponent has indicated that a voluntary planning agreement could include the provision of affordable housing.
Public domain improvements	The potential redevelopment of the site could include tree and hedge planting along Macquarie Street and Hume Highway in order to provide a safer and more enjoyable walk from the site to the city centre

- *The existing uses, approved uses, and likely future uses of land in the vicinity of the proposal; and*

The site is currently operating as a used car dealer. Considering surrounding zoning and development, a transition to B4 zoning is appropriate. The site presents no obstacles to redevelopment of the land. Uses in the vicinity include lower density dwellings, high density housing, recreation land and a hotel. The proposed residential mixed-use redevelopment would not be adversely impacted upon by surrounding land uses. Any potential impacts to surrounding lands would be matters that could be readily considered under an assessment required by Section 4.15 of the Act for a future Development Application.

- *The services and infrastructure that are or will be available to meet the demands arising from the proposal and any proposed financial arrangements for infrastructure provision?*

The proposal includes an offer to enter into a VPA for the provision of affordable housing and provision of public domain upgrades.

### 3.4 *Will the planning proposal give effect to a council's endorsed local strategic planning statement, or another endorsed local strategy or strategic plan?*

#### Connected Liverpool 2040 (LSPS)

Connected Liverpool 2040 is Liverpool Council's local strategic planning statement (LSPS).

The subject planning proposal gives effect to the LSPS, which states:

- Local Planning Priority 7– Housing choice for different needs, with density focused in the City Centre and centres well serviced by public transport
  - Council will – Ensure housing typologies are diverse and appropriately located to cater for the entire community

The planning proposal will facilitate the development of additional housing types in the Liverpool City Centre.

#### Liverpool Community Strategic Plan – Our Home, Liverpool 2027

The proposal gives effect to the Liverpool's Community Strategic Plan (CSP) – Our Home, Liverpool 2027, which states:

- Direction 2: Strengthening and Protecting our Environment
  - Council will: Exercise planning controls to create high-quality, inclusive, urban environments.

The proposed amendment will facilitate the efficient development of the subject site in a manner that creates a high-quality built form outcome, with negligible environmental implications.

- Direction 3: Generating Opportunity
  - Council will: Meet the challenges of Liverpool's growing population.

The ability to develop residential housing will work to meet the CSP Direction. Efficient development of the site will be facilitated to meet the population growth occurring within Liverpool and the wider Metropolitan Sydney area.

### 3.5 Is the planning proposal consistent with applicable State Environmental Planning Policies?

Table 3: Consistency with State Environmental Planning Policies

State Environmental Planning Policy	Comment / Consistency
SEPP (Educational Establishments and Child Care Facilities) 2017	Not applicable.
SEPP (State and Regional Development) 2011	Not applicable.
SEPP (Sydney Drinking Water Catchment) 2011	Not applicable.
SEPP (Urban Renewal) 2010	Not applicable.
SEPP (Affordable Rental Housing) 2009	Not applicable.
SEPP (Western Sydney Parklands) 2009	Not applicable.
SEPP (Exempt and Complying Development Codes) 2008	Not applicable.
SEPP (Western Sydney Employment Area) 2009	Not applicable.
SEPP (Rural Lands) 2008	Not applicable.
SEPP (Kosciuszko National Park – Alpine Resorts) 2007	Not applicable.
SEPP (Infrastructure) 2007	The Infrastructure SEPP aims to facilitate the efficient delivery of infrastructure across the State. The proposed development will require existing utility services to be upgraded and/or augmented to enable the future residential population to be accommodated. These works will need to be undertaken in accordance with the provisions of the SEPP at DA stage.
SEPP (Miscellaneous Consent Provisions) 2007	Not applicable.
SEPP (Mining, Petroleum Production and Extractive Industries) 2007	Not applicable.

<i>SEPP (Sydney Region Growth Centres) 2006</i>	Not applicable.
<i>SEPP (State Significant Precincts) 2005</i>	Not applicable.
<i>SEPP (Building Sustainability Index: BASIX) 2004</i>	The BASIX SEPP requires residential development to achieve mandated levels of energy and water efficiency. The Planning Proposal will not hinder the ability to comply with BASIX at the Development Application stage.
<i>SEPP (Housing for Seniors or People with a Disability) 2004</i>	The SEPP would apply to the land if rezoned and seniors housing would be a permissible land use. The planning proposal as proposed does not conflict with the provisions of intent of the policy.
<i>SEPP (Penrith Lakes Scheme) 1989</i>	Not applicable.
<i>SEPP (Kurnell Peninsula) 1989</i>	Not applicable.
<i>SEPP No. 1 Development Standards</i>	Not applicable.
<i>SEPP No. 14 Coastal Wetlands</i>	Not applicable.
<i>SEPP No. 19 Bushland in Urban Areas</i>	Not applicable.
<i>SEPP No. 21 Caravan Parks</i>	Not applicable.
<i>SEPP No. 26 Littoral Rainforests</i>	Not applicable.
<i>SEPP No. 30 Intensive Agriculture</i>	Not applicable.
<i>SEPP No. 33 Hazardous and Offensive Development</i>	Not applicable.
<i>SEPP No. 36 Manufactured Home Estates</i>	Not applicable.
<i>SEPP No. 44 Koala Habitat Protection</i>	Not applicable.
<i>SEPP No. 47 Moore Park Showgrounds</i>	Not applicable.
<i>SEPP No. 50 Canal Estate Development</i>	Not applicable.
<i>SEPP No. 52 Farm Dams and Other Works in Land and Water Management Plan Areas</i>	Not applicable.

<i>SEPP No. 55 Remediation of Land</i>	<p>Council has considered a Preliminary and Detailed Site Contamination Assessment.</p> <p>The DSI stipulates that the site can be made suitable for the proposed use subject to the recommendations provided being complied with. Therefore, any future development application submitted to Council for assessment will be required to address the following recommendations;</p> <ul style="list-style-type: none"> <li>- Confirm the location of samples E2, E3 and E6 are not located within deep soil or vegetated areas post development</li> <li>- Undertake a hazardous material assessment (HAZMAT) report to confirm the presence/absence of hazardous materials within the site features, and</li> <li>- Validation of the soils beneath the dwellings, sheds and site features be undertaken by an appropriately qualified environmental consultant following demolition and removal of the concrete slab to assess the potential for impact.</li> </ul>
<i>SEPP No. 62 Sustainable Aquaculture</i>	Not applicable.
<i>SEPP No. 64 Advertising and Signage</i>	The provisions of SEPP 64 will continue to apply to any future development applications that include signage to which the SEPP applies.
<i>SEPP No. 65 Design Quality of Residential Apartment Development</i>	<p>SEPP 65 provides a statutory framework to guide the design quality of residential flat developments.</p> <p>The Concept Master Plan prepared by ADS Pty Ltd, has been designed to facilitate future detailed building design in accordance with SEPP 65 and the ADG. Separation distances and other amenity controls will guide the appropriate siting and design of the future buildings.</p> <p>The Planning Proposal does not hinder the ability to comply with SEPP 65 and the Apartment Design Guide.</p>
<i>SEPP No. 70 Affordable Housing (Revised Schemes)</i>	Not applicable.

<i>SEPP No. 71 Coastal Protection</i>	Not applicable.
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Table 4: Consistency with Regional Environmental Plans

<b>Regional Environmental Plan</b>	<b>Comment / Consistency</b>
<i>Sydney REP No. 8 – Central Coast Plateau Areas</i>	Not applicable.
<i>Sydney REP No. 9 – Extractive Industry</i>	Not applicable.
<i>SREP No. 16 – Walsh Bay</i>	Not applicable.
<i>SREP No. 20 – Hawkesbury-Nepean River</i>	Not applicable.
<i>SREP No. 24 – Homebush Bay Area</i>	Not applicable.
<i>SREP No. 26 – City West</i>	Not applicable.
<i>SREP No. 30 - St Marys</i>	Not applicable.
<i>SREP No. 33 – Cooks Cove</i>	Not applicable.
<i>Sydney (SREP) (Sydney Harbour Catchment) 2005</i>	Not applicable.
<i>Greater Metropolitan REP No. 2 – Georges River Catchment</i>	<p>The Georges River REP is a deemed SEPP and applies to the land. The provisions of the SEPP require that the general and specific planning principles of the EPI are to be considered in the preparation of an LEP.</p> <p>The LLEP 2008 is a standard template LEP, which was prepared having regard to the requirements of the SEPP. The existing LLEP 2008 provisions relating to flooding, acid sulfate soils, and environmentally sensitive land will remain unchanged, and continue to apply where relevant to any future DA.</p>
<i>Willandra Lakes REP No. 1 – World Heritage Property</i>	Not applicable.
<i>Murray REP No. 2 – Riverine Land</i>	Not applicable.

### 3.6 Is the planning proposal consistent with applicable Ministerial Directions (Section 9.1 directions)?

Table 5: Ministerial Directions Compliance Table

Ministerial Direction	Justification
<b>1. Employment and Resources</b>	
1.1 Business and Industrial Zones	<p>The Planning Proposal does not reduce the opportunity for non-residential development and will include commercial space at ground level. The rezoning will be able to deliver a higher and better use on the Site than could be delivered if existing zoning is retained. Refer to the Economic Statement prepared by Macroplan Dimasi.</p> <p>The rezoning of the Site would provide new homes, jobs and investment within close proximity to the Regional Centre of Liverpool whilst also positively affecting local businesses by providing more residents who would live in the location and utilise the services provided by local business.</p>
1.2 Rural Zones	Not applicable.
1.3 Mining, Petroleum Production and Extractive Industries	Not applicable.
1.4 Oyster Aquaculture	Not applicable.
1.5 Rural Lands	Not applicable.
<b>2. Environment and Heritage</b>	
2.1 Environment Protection Zones	The planning proposal does not propose the introduction of an Environmental Protection zone.
2.2 Coastal Protection	Not applicable.
2.3 Heritage Conservation	There are no known matters of heritage significance required to be considered for the site and there are no heritage items located on the site.
2.4 Recreation Vehicle Areas	Not applicable.
2.5 Application of E2 and E3 Zones and Environmental Overlays in Far North Coast LEPs	Not applicable.
2.6 Remediation of Contaminated Land	Stage 1 and stage 2 contamination assessments have been conducted and conclude that the site is able to be made suitable for mixed-use development.



<b>3. Housing, Infrastructure and Urban Development</b>	
3.1 Residential Zones	The Proposal will broaden the range of housing choice and the size of the Site provides ample opportunity for good urban design. The Site is located within an established area and local services such as shops, educational, community and recreational facilities and public transport are located in close proximity. The Planning Proposal will make efficient use of the infrastructure and services in place.
3.2 Caravan Parks and Manufactured Home Estates	Not applicable.
3.3 Home Occupations	Dwelling houses are not proposed by the application. Notwithstanding, home occupations are permissible without consent within the B4 zone.
3.4 Integrating Land Use and Transport	<p>The proposal is consistent with the Direction for the following reasons:</p> <ul style="list-style-type: none"> <li>• The Site supports the principle of integrating land use and transport.</li> <li>• The Site exhibits good access to public and private transportation.</li> <li>• The Site's proximity to public transport will provide opportunities for residents to access the site.</li> <li>• Being located within a City Centre with access to jobs, services, housing and public transport, the Planning Proposal reduces the number of trips generated by future development on the Site.</li> </ul>
3.5 Development Near Licensed Aerodromes	The building heights are well below the relevant Bankstown Airport OLS, and the site is not impacted by potential aircraft noise.
3.6 Shooting Ranges	Not applicable.
3.7 Reduction in non-hosted short term rental accommodation period	No applicable.
<b>4. Hazard and Risk</b>	
4.1 Acid Sulfate Soils	Not applicable.
4.2 Mine Subsidence and Unstable Land	Not applicable.

4.3 Flood Prone Lane	Not applicable.
4.4 Planning for Bushfire Protection	Not applicable.
<b>5. Regional Planning</b>	
5.1 Implementation of Regional Strategies	Not applicable.
5.2 Sydney Drinking Water Catchments	Not applicable.
5.3 Farmland of State and Regional Significance on the NSW Far North Coast	Not applicable.
5.4 Commercial and Retail Development along the Pacific Highway, North Coast	Not applicable.
5.9 North West Rail Link Corridor Strategy	Not applicable.
5.10 Implementation of Regional Plans	The planning proposal is consistent with the Regional Plan – A Metropolis of Three Cities and has been specifically addressed in the planning proposal.
5.11 Development of Aboriginal Land Council land	Not applicable.
<b>6. Local Plan Making</b>	
6.1 Approval and Referral Requirements Noted.	The planning proposal is consistent with this Ministerial Direction.
6.2 Reserving Land for Public Purposes	The planning proposal is consistent with this Ministerial Direction.
6.3 Site Specific Provisions	No site-specific provision is proposed.
<b>7. Metropolitan Planning</b>	
7.1 Implementation of A Plan for Growing Sydney	Not applicable. This strategy has been replaced by a Metropolis of Three Cities.

7.2 Implementation of Greater Macarthur Land Release Investigation	Not applicable.
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### Section C – Environmental, social, and economic impact

*3.7 Is there any likelihood that critical habitat or threatened species, populations or ecological communities, or their habitats, will be adversely affected as a result of the proposal?*

No.

*3.8 Are there any other likely environmental effects as a result of the planning proposal and how are they proposed to be managed?*

Site investigations have confirmed that the Site is free of major constraints and that there are no likely environmental effects associated with the future development of the land that cannot be suitably mitigated through further design development.

The key findings of these preliminary investigations are provided below:

- Stormwater and flooding: The Site is not flood affected.
- Contamination: The potential for site contamination arising from existing site uses has been assessed through a Stage 1 Preliminary Site Investigation and Stage 2 Detailed Site Investigation. The Stage 2 investigation founding that the site can be made suitable for the proposed construction of a mixed-use development comprising of residential and commercial spaces together with two (2) to (3) levels of basement car parking with a number of recommendations, that will be followed.
- Traffic: The transport impacts are considered to be acceptable as follows:
  - The proposed development will not have unacceptable traffic implications in terms of road network capacity

Overall, it is considered that the Site will not result in any significant environmental impact that would preclude it from being rezoned and redeveloped for high density, residential use.

The Site is unconstrained and would not result in any significant environmental impacts on the locality. The Site is therefore suitable for development for high density residential purposes.

*3.9 Has the planning proposal adequately addressed any social and economic effects?*

#### Social Effects

Social and economic effects associated with the proposed amendments to LLEP 2008 are considered to be positive given that it provides:

- Additional housing options within close proximity to public transport and strategic employment and education centres.
- An appropriate residential/commercial interface between the surrounding low density residential and commercial areas.

- Work opportunities during the construction period of any future residential development, and ongoing employment within the proposed commercial uses.
- A safe and activated street life with shop top housing that offers increased pedestrian use and opportunities for passive surveillance of the street.

A comprehensive Social Impact Assessment has been undertaken and submitted as part of this Planning Proposal. It is considered unlikely that the Planning Proposal and intended mixed use development would have negative social or economic effects upon the locality. The Statement from MacroPlan Dimasi on the Site's best commercial/ retail uses advises that it is more suited to a B4 zoning rather than a B6 zoning. The uses would provide additional employment and services for nearby residential areas without adverse impact on the established retail hierarchy in Liverpool.

### **Section D – State and Commonwealth interests**

#### *3.10 Is there adequate public infrastructure for the planning proposal?*

The locality is a highly urbanised area that is accessed by a range of urban services and utilities. The maximisation of the residential capacity, the planning amendment and potential future redevelopment supports sound principles for utilising existing community investment in infrastructure and services in the locality. Any augmentation of utility services will be undertaken as required.

#### *3.11 What are the views of state and Commonwealth public authorities consulted in accordance with the Gateway determination?*

There has been no consultation with Commonwealth public authorities or State Government authorities. This consultation will be undertaken during the community exhibition phase.

## Part 4 – Mapping

Figure 8 | Current zoning

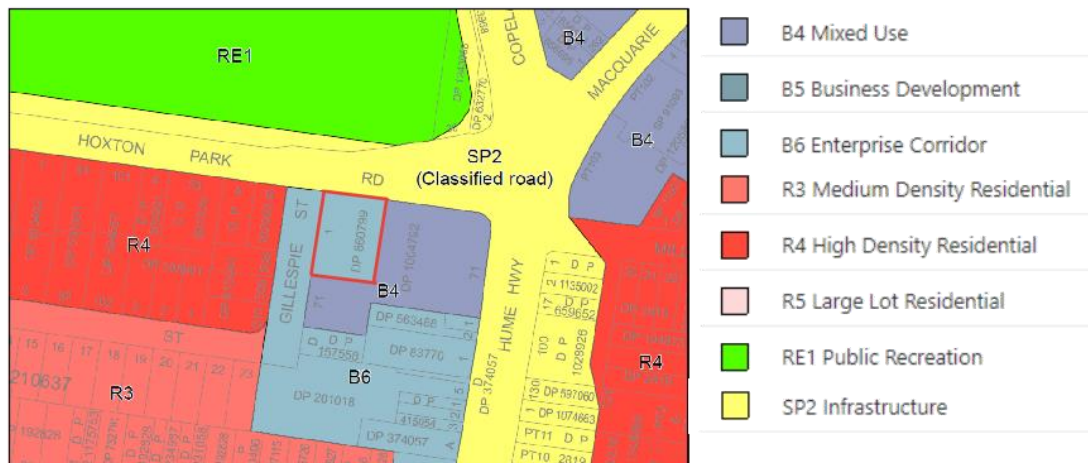


Figure 9 | Proposed zoning

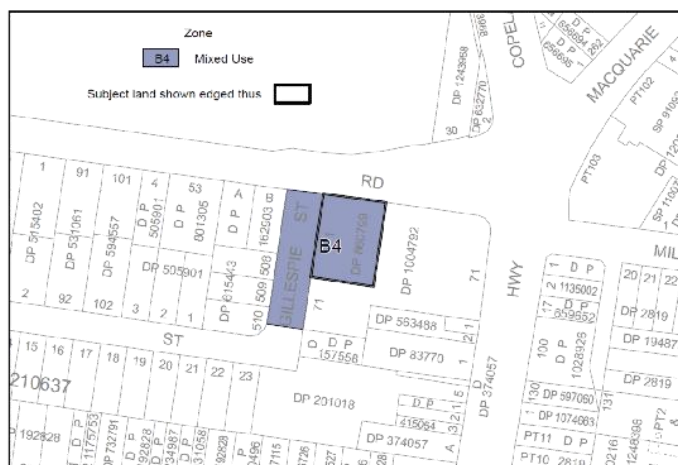


Figure 10 | Current floor space ratio (FSR)

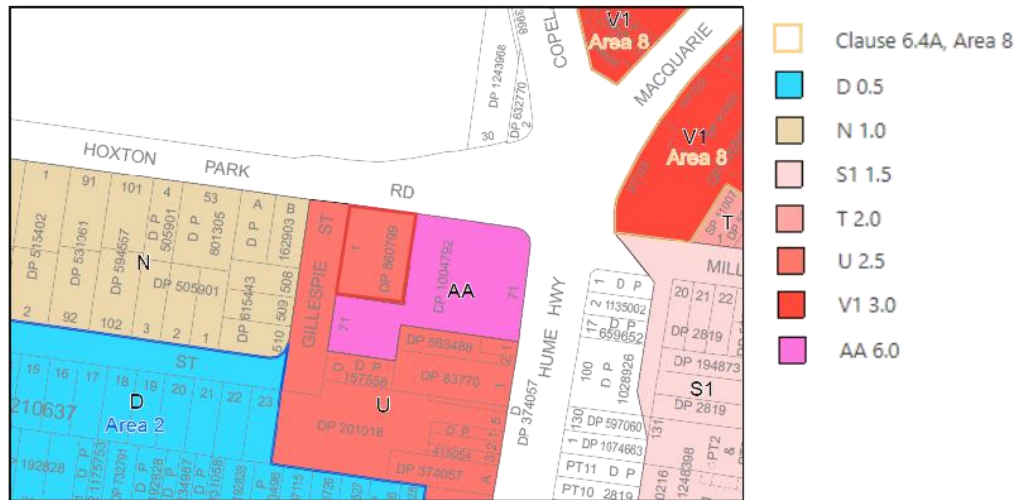


Figure 11 | Proposed floor space ratio (FSR)

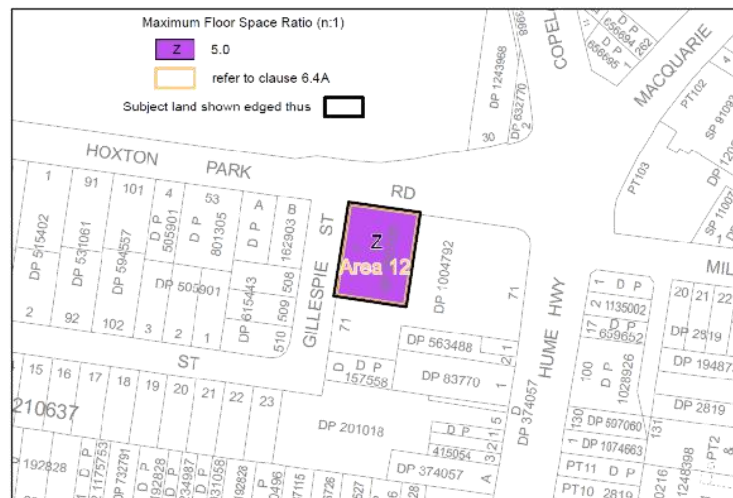


Figure 12 | Current height of buildings (HOB)

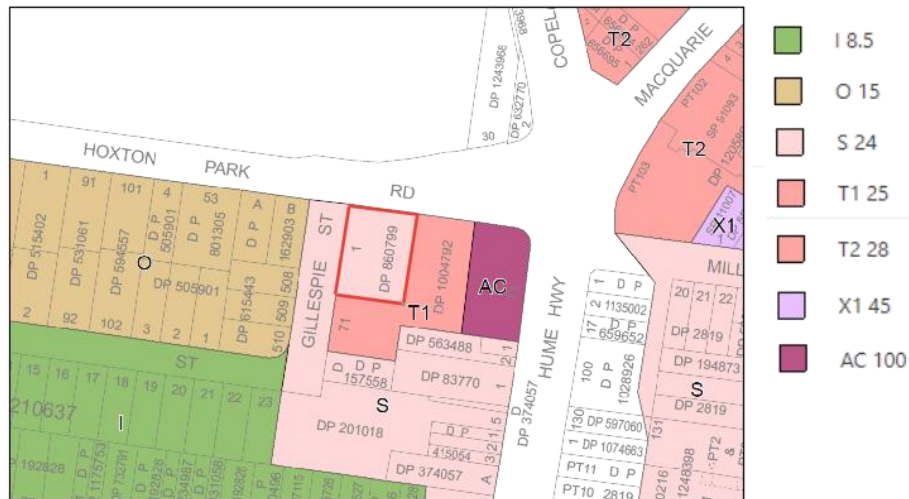
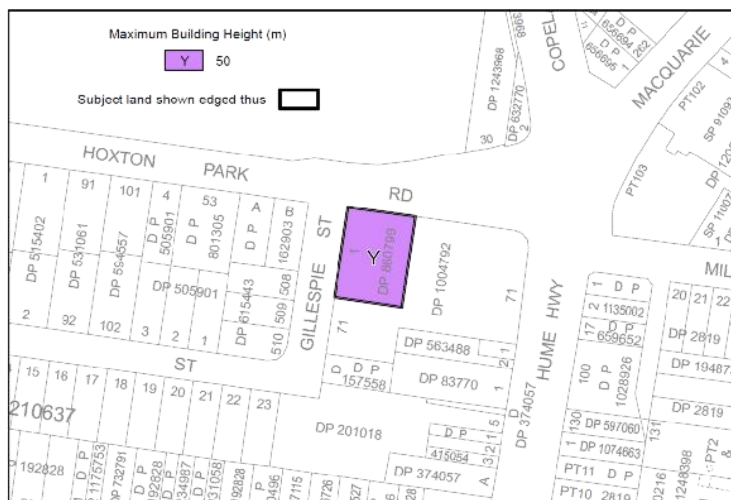


Figure 13 | Proposed height of buildings (HOB)





[illegible]

Key Sites

Key site - refer to clause 7.22 removed

Subject land shown edged thus

HOXTON PARK RD

GILLESPIE ST

ST

HUME HWY

DP 315402

DP 531061

DP 594857

DP 503901

DP 815443

DP 510509

DP 508

DP 801305

DP 862903

DP 563498

DP 83770

DP 201018

DP 374057

DP 374058

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## Part 5 – Community Consultation

Schedule 1, Clause 4 of the EP&A Act requires the relevant planning authority to consult with the community in accordance with the Gateway determination. The planning proposal will be publicly exhibited for a minimum of 28 days, as specified by Gateway determination, with notice requirements for public exhibitions adhered to.

Council will also consult with relevant 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:

- Relevant infrastructure servicing authorities; and
- Roads and Maritime Services (Transport for NSW).

## Part 6 – Project Timeline

An anticipated project timeline is shown in Table 6.

Table 6: Indicative Project Timeline

Timeframe	Action
November 2018	Presented at the Local Planning Panel meeting
February 2019	Presented to Liverpool City Council
August 2019	Gateway Review
January 2020	Gateway Determination issued
August-September 2020	State agency consultation
August-September 2020	Community consultation
September-October 2020	Consideration of submissions and proposal post-exhibition
October 2020	Post-exhibition report to Council
October 2020 – December 2020	Legal drafting and making of the plan

## Conclusion and Recommendations

This planning proposal for 4-8 Hoxton Park Road, Liverpool, seeks to remove the B6 Enterprise Corridor zone from applying to the land and impose a B4 Mixed Use zone. To facilitate a mixed-use development consistent with the concepts prepared, the Height of Buildings map and the FSR maps would also be amended. These would be amended to impose an FSR of 5:1, apply Clause 6.4A to the site and amend the FSR map to identify the Site as "Area 12", and apply a height of building of 50m. The site would also be removed from the 'Key Sites' map as this relates to development in B6 zones.

The objective is to facilitate a mixed-use development with an appropriate transition from 311 Hume Highway to the area beyond Liverpool City Centre to the west.

The Planning Proposal and accompanying reports have demonstrated that the proposed amendments to LLEP 2008 are the best means of facilitating an appropriate development outcome, as summarised below:

- The Planning Proposal achieves an appropriate zoning, built form and scale having regard to the size, topography and surrounding context of the Site.

- The Site presents an opportunity to provide a higher density residential outcome to support the Liverpool City Centre and its vision as a strategic centre.
- The Site is within walking and cycling distance of recreation and shops in addition to proximity to educational facilities and community facilities.
- The Proposal will enable a mixed use development providing a mix of unit sizes and types that will contribute to housing affordability and choice within the Liverpool Local Government Area.
- The intended outcome will positively contribute to the State planning strategic goals of providing housing opportunities in areas with access to existing facilities and services. Key aspects of A Metropolis of Three Cities emphasise the importance of concentrating future housing in centres in view of a wide range of transport, environmental, sustainability and liveability objectives.



**Planning,  
Industry &  
Environment**

## Gateway Determination

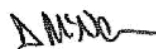
**Planning proposal (Department Ref: PP\_2019\_LPOOL\_005\_00):** to rezone two sites at Lot 1 DP 860799, 4-8 Hoxton Park Road, Liverpool and part of Gillespie Street, Liverpool, from B6 Enterprise Corridor to B4 Mixed Use.

I, the Acting 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 Liverpool Local Environmental Plan (LEP) (2008) to rezone two sites at Lot 1 DP 860799, 4-8 Hoxton Park Road, Liverpool and part of Gillespie Street, Liverpool from B6 Enterprise Corridor to B4 Mixed Use and make changes to associated development controls, remove 4-8 Hoxton Park Road from the Key Sites map and for application of Clause 6.4A Arrangements for designated State public infrastructure in intensive urban development areas of the Liverpool LEP 2008 to the site, should proceed subject to the following conditions:

1. Prior to community consultation Council is to revise the planning proposal by:
  - a) including part of Gillespie Street, and associated changes except the application of Clause 6.4A, indicating the land is proposed to be zoned B4 Mixed Use;
  - b) including thumbnail mapping illustrating existing and proposed provisions for all the proposed amendments;
  - c) including a Part 6 – project timeline;
  - d) amending the cover page to replace the existing information that appears on that page and add Council's name and logo, etc. as Council has adopted the proposal;
  - e) amending the proposal document to better follow the structure outlined in the Department's *Planning Proposals – A guide to preparing planning proposals*, including consideration being given to the placement and/or amendment of the existing executive summary and introduction;
  - f) consolidate, and where appropriate, update the proposal by addressing current section 9.1 directions and the proposal's consistency with the Western City District Plan and Greater Sydney Region Plan, ensuring current sections of the Act are referenced within the proposal;
  - g) update the urban design report to clearly indicate:
    - i) solar access and overshadowing impacts on the surrounding area during winter solstice on 22 June; and
    - ii) ensure overshadowing diagrams are clearly labelled, showing orientation, nominated date and times, and zoning of the surrounding area;
  - h) the revised planning proposal is to be forwarded to the Department for review and approval prior to public exhibition commencing.

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, Industry 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:
  - relevant infrastructure servicing authorities; and
  - Roads and Maritime Services.
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. The time frame for completing the LEP is to be **12 months** from the date of the Gateway determination.
6. Given the nature of the planning proposal, Council should be the local plan-making authority subject to the following:
  - (a) the planning proposal authority has satisfied all the conditions of the Gateway determination;
  - (b) the planning proposal is consistent with section 9.1 Directions or the Secretary has agreed that any inconsistencies are justified; and
  - (c) there are no outstanding written objections from public authorities.

Dated 15<sup>th</sup> day of January 2020.



David McNamara  
Acting Executive Director,  
Central River City and Western  
Parkland City  
Greater Sydney, Place and  
Infrastructure  
Department of Planning, Industry  
and Environment

Delegate of the Minister for  
Planning and Public Spaces



## Planning, Industry & Environment

PP\_2019\_LPOOL\_005\_00/IRF 19/6209

Ms Kiersten Fishburn  
Chief Executive Officer  
Liverpool City Council  
Locked Bag 7064  
Liverpool BC NSW 1871

Dear Ms Fishburn

**Planning proposal PP\_2019\_LPOOL\_005\_00 to amend Liverpool Local Environmental Plan 2008**

I am writing in response to Council's request for a Gateway determination under section 3.34(1) of the *Environmental Planning and Assessment Act 1979* in respect of the planning proposal which seeks to amend the Liverpool Local Environmental Plan 2008 to rezone two sites at Lot 1 DP 860799, 4-8 Hoxton Park Road, Liverpool and part of Gillespie Street, Liverpool from B6 Enterprise Corridor to B4 Mixed Use and make changes to associated development controls.

As delegate of the Minister for Planning and Public Spaces, I have now determined that the planning proposal should proceed subject to the conditions in the enclosed Gateway determination.

In making my determination, I have taken the view that Council should also rezone part of Gillespie Street, which adjoins the site, to a B4 Mixed Use zone as advised by the Liverpool Local Planning Panel.

I have also agreed, as delegate of the Secretary, the planning proposal's inconsistencies with section 9.1 Direction 1.1 Business and Industrial Zones is of minor significance. No further approval is required in relation to this Direction.

I have considered the nature of Council's planning proposal and have conditioned the Gateway for Council to be authorised as the local plan-making authority.

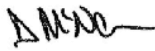
The amending local environmental plan (LEP) is to be finalised within twelve months of the date of the Gateway determination. Council should aim to commence the exhibition of the planning proposal as soon as possible. Council's request to draft and finalise the LEP should be made directly to Parliamentary Counsel's Office six weeks prior to the projected publication date. A copy of the request should be forwarded to the Department of Planning, Industry and Environment.



The state government is committed to reducing the time taken to complete LEPs by tailoring the steps in the process to the complexity of the proposal, and by providing clear and publicly available justification for each plan at an early stage. In order to meet these commitments, the Minister may take action under section 3.32(2)(d) of the Act if the time frames outlined in this determination are not met.

Should you have any enquiries about this matter, I have arranged for Ms Cho Cho Myint to assist you. Ms Myint can be contacted on 9860 1507.

Yours sincerely



**David McNamara**  
**Acting Executive Director**  
**Central River City and Western Parkland City**

Encl: Gateway determination  
Authorised plan-making report



**Planning,  
Industry &  
Environment**

## Attachment 5 – Authorised plan-making reporting template

### Reporting template for authorised LEP amendments

#### Notes:

- The planning proposal number will be provided by the Department of Planning, Industry and Environment following receipt of the planning proposal.
- The Department will fill in the details of Tables 1 and 3.
- The local plan-making authority is to fill in the details of Table 2.
- If the planning proposal is exhibited more than once, the local plan-making authority should add rows to **Table 2** to include this information.
- The local plan-making authority must notify the relevant contact officer in the regional office in writing of the dates as they occur to ensure the publicly accessible LEP Tracking System is kept up to date.
- The plan should be signed using the following format:  
[Name]  
[Title]  
[Council name]  
Delegate of [Council name], the local plan-making authority [date]
- A copy of this completed report must be provided to the Department with the local plan-making authority's request to have the LEP notified.

**Table 1: To be completed by the Department**

Stage	Date/Details
Planning proposal number	PP 2019 LPOOL 005 00
Date sent to DPIE under section 3.34(1)	13/09/2019
Gateway determination date	15/01/2020

**Table 2: To be completed by the local plan-making authority**

Stage	Date/Details	Notified regional office
Dates draft LEP exhibited		
Date of public hearing (if held)		
Date draft LEP requested from PCO		
Date draft LEP received from PCO		
Date PCO Opinion requested		
Date PCO Opinion received		
Date GIS data or maps provided/requested		
Date ePlanning confirmed mapping is suitable and sent to PCO		
Date LEP finalised		
Date sent to DPIE requesting notification		

**Table 3: To be completed by the Department**

Stage	Date/Details
Notification date and details	

**Additional relevant information:**

**Transport  
for NSW**

8 December 2020

TfNSW Reference: SYD20/01236/01

Council Reference: RZ-2/2018

Dr Eddie Jackson  
Chief Executive Officer  
Liverpool City Council  
PO Box 152  
Quirindi NSW 2343

Attention: Cameron Jewell

Dear Dr Jackson,

**PLANNING PROPOSAL DRAFT LIVERPOOL LEP 2008 AMENDMENT 79 – 4-8  
HOXTON PARK ROAD**

Transport for NSW (TfNSW) appreciates the opportunity to comment on the above proposal which Council referred to us by correspondence dated 27 October 2020.

We note that the planning proposal seeks to amend planning controls within the Liverpool Local Environmental Plan 2008 (LLEP 2008) for the subject site as follows:

- Rezone from B6 Enterprise Corridor to B4 Mixed Use;
- Increase the maximum height of buildings development standard from 24 metres to 50 metres; and
- Increase the maximum floor space ratio development standard from 2.5:1 to 5:1.

Detailed advisory comments on the proposal are provided at **Attachment A** for Council's consideration. These matters could be addressed in a site-specific Development Control Plan (DCP) for the site and/or in any future development application for the site.

Thank you for the opportunity to provide advice on the subject planning proposal. Should you have any questions or further enquiries in relation to this matter, Amanda Broderick would be pleased to take your call on phone 8849 2391 or email: [development.sydney@transport.nsw.gov.au](mailto:development.sydney@transport.nsw.gov.au)

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Rachel Davis', with a yellow highlighter mark underneath.

Rachel Davis

**Senior Strategic Land Use Coordinator****Land Use, Networks & Development, Greater Sydney Division****Transport for NSW**

27-31 Argyle Street, Parramatta NSW 2150 | PO Box 973, Parramatta CBD NSW 2124  
P 131782 | W [transport.nsw.gov.au](http://transport.nsw.gov.au) | ABN 18 804 239 602

**Attachment A: Detailed Comments**

TfNSW provides the following comments for Council's consideration:

**Property and Transport Reservations**

The integrity of all existing TfNSW reservations is to be maintained. No infrastructure that is integral to any redevelopment of the site is to be located in the existing TfNSW reservations and easements. Please note that the boundary on Hoxton Park Road of the subject property abuts the County Road Reservation. Please review **Attachment B** for the existing TfNSW reservations and easements.

**Access Arrangement and Site-specific DCP**

1. All future vehicular access will need to be obtained via Gillespie Street only. TfNSW advises that current practice is to limit the number of vehicular conflict points along the arterial road network to maintain network efficiency and road safety. This is reflected in the access management principles set out in the State Environmental Planning Policy (Infrastructure) 2007.

Hoxton Park Road is a major arterial road, which carries a high volume of traffic including freight and buses, where transport efficiency is of great importance.

As access to the site can be obtained from Gillespie Street, TfNSW would not grant concurrence to any future proposed vehicle access on Hoxton Park Road under *Section 138 of the Roads Act, 1993* at the Part 4 Development Assessment stage.

2. For road safety and efficiency reasons, all vehicular movements at the intersection of Gillespie Street and Hoxton Park Road will need to be restricted to left turn movements only. TfNSW notes that that under DA-896/2016 for 311 Hume Highway Liverpool, TfNSW required a left-in/left-out arrangement to be provided at the intersection of Gillespie Street/Hoxton Park Road. This was included in the conditions of consent issued by Council. Should development of the subject site (4-8 Hoxton Park Road) proceed before 311 Hume Highway, the provision of a left-in/left-out arrangement would likely need to be provided by the developer of the subject site and may be conditioned on the future DA.
3. To guide the access arrangements for the future development and to ensure that a left-in/left-out arrangement is delivered in this location, Council may wish to consider requiring that a site-specific Development Control Plan (DCP) is prepared to set out the access controls for the future development of the subject site (as well as the adjoining site 311 Hume Highway).
4. The traffic report proposes a marked pedestrian crossing on Gillespie Road near Hoxton Park Road. This pedestrian crossing was not proposed as a part of DA-896/2016 which instead proposed a pedestrian island. Further justification for this marked crossing is required as there are numerical warrants that need to be demonstrated. Additionally, there are concerns that the pedestrian crossing may impact the efficiency and safety of Hoxton Park Road (westbound) as motorists will have to give way to pedestrians creating a potential conflict point in close proximity to the major intersection of Hume Highway/Hoxton Park Road/Macquarie Street/Copeland Street.

5. Appropriate setbacks and improvements to active transport links should be provided on the site frontages to enhance pedestrian connectivity and amenity and promote the use of sustainable modes of transport. These measures could be incorporated into a site-specific DCP.

**Noise Attenuation**

In any future Part 4 development application, the applicant will need to undertake noise attenuation assessment and associated architectural remedial measures to mitigate noise impacts from the Hume Highway and Hoxton Park Road for any sensitive noise receivers.



Attachment B:



Chief Executive Officer  
Liverpool City Council

**ATTENTION: Cameron Jewell, Programme Lead Liverpool Collaboration Area**

Dear Sir or Madam

I refer to the Council's letter of 27 October 2020 regarding Planning Proposal RZ-2/2018 at 4-8 Hoxton Park Road, Liverpool (Lot 1 DP 860799) for Draft Liverpool Local Environmental Plan 2008 Amendment 79 to amend land use zones and development standards to facilitate the development of 90 dwellings and 790m<sup>2</sup> of commercial space. Submissions need to be made to Council by 27 November 2020.

As shown in the below site plans from Endeavour Energy's G/Net master facility model (and extract from Google Maps Street View) there are:

- No easements benefitting Endeavour Energy (active easements are indicated by red hatching).
- Low voltage and 11,000 volt / 11 kilovolt (kV) high voltage underground cables and currently 'Out of Service' 33,000 volt / 33 kV high voltage overhead power lines, overhead earth cables and overhead pilot cables (carrying protection signals or communications between substations) to the Hoxton Park road verge / roadway.
- Low voltage and 11 kV high voltage underground cables and low voltage overhead power lines (coming from the opposite side of the road for two streetlights on the road verge) to the Gillespie Street road verge / roadway.

Please note the location, extent and type of any electricity infrastructure, boundaries etc. shown on the plan is indicative only. In addition it must be recognised that the electricity network is constantly extended, augmented and modified and there is a delay from the completion and commissioning of these works until their capture in the model. Generally (depending on the scale and/or features selected), low voltage (normally not exceeding 1,000 volts) is indicated by blue lines and high voltage (normally exceeding 1,000 volts but for Endeavour Energy's network not exceeding 132,000 volts / 132 kV) by red lines (these lines can appear as solid or dashed and where there are multiple lines / cables only the higher voltage may be shown). This plan only shows the Endeavour Energy network and does not show electricity infrastructure belonging to other authorities or customers owned electrical equipment beyond the customer connection point / point of supply to the property. This plan is not a 'Dial Before You Dig' plan under the provisions of Part 5E 'Protection of underground electricity power lines' of the Electricity Supply Act 1995 (NSW).

Endeavour Energy has noted that as shown in the following extract of the Urban Design Report that the new buildings to the Hoxton Park Road frontage in proximity of the 33 kV high voltage overhead power lines are designed to achieve 'active frontages' to streets with doors and windows facing streets as well as minimal / zero building setbacks and awnings over the street.



Notwithstanding that the 33 kV overhead power lines are currently 'Out of Service', they may be put back into service at any time. As such any building or structure (including fencing, signage, flag poles etc.) whether temporary or permanent must comply with the minimum safe distances / clearances for voltages up to and including 132,000 volts (132 kV) as specified in:

- Australian/New Zealand Standard AS/NZS 7000 – 2016: 'Overhead line design' as updated from time to time.
- 'Service and Installation Rules of NSW' which can be accessed via the following link to the Energy NSW website:

<https://energy.nsw.gov.au/government-and-regulation/legislative-and-regulatory-requirements/service-installation-rules> .

These distances must be maintained at all times and regardless of the Council's allowable building setbacks etc. under its development controls. As a guide only please find attached a copy of Endeavour Energy Drawing 86232 'Overhead Lines Minimum Clearances Near Structures' ie. the required safety clearances are not only based on the voltage but also the type, design and span of the conductors, types of insulators etc. These factors may change the required safety clearances.

If there is any doubt whatsoever in regard to the adequacy of the safety clearances, the applicant must have the safety clearances assessed by a suitably qualified electrical engineer / Accredited Service Provider (ASP). For details of the ASP scheme please refer to the below point 'Network Capacity / Connection'.

The assessment will require the provision of a detailed survey plan showing the location of the conductors to enable the assessment / modelling of the clearances for which there are software packages available. If the safety clearances are inadequate, either the parts of the building or structure encroaching the required clearances or the overhead power lines will



need to be redesigned to provide the required clearances. In some instances the adoption of an underground solution may be warranted ie. particularly for low voltage which can be more readily (in shorter distances) and comparatively economically be undergrounded.

Even if there is no issue with the safety clearances to the building or structure, ordinary persons must maintain a minimum safe approach distance of 3.0 metres to all voltages up to and including 132,000 volts / 132 kV. Work within the safe approach distances requires an authorised or instructed person with technical knowledge or sufficient experience to perform the work required (and a safety observer for operating plant) or possibly an outage request and / or erection of a protective hoarding. Accordingly the retention of adequate setbacks and / or suitable design such as the use of durable / low maintenance finishes to reduce the need to access areas within the safe approach distances is recommended.

Subject to the satisfactory resolution of the foregoing and the following recommendations and comments Endeavour Energy has no objection to the Planning Proposal.

- Network Capacity / Connection

Endeavour Energy has noted that the Planning Proposal does not appear to address the suitability of the site for the development in regard to whether electricity services are available and adequate for the development.

#### **Section D – State and Commonwealth interests**

##### *3.10 Is there adequate public infrastructure for the planning proposal?*

The locality is a highly urbanised area that is accessed by a range of urban services and utilities. The maximisation of the residential capacity, the planning amendment and potential future redevelopment supports sound principles for utilising existing community investment in infrastructure and services in the locality. Any augmentation of utility services will be undertaken as required.

The availability of electricity supply to a site is based on a wide range of factors eg. the age and design of the network; other development in the locality utilising previously spare capacity within the local network; the progress of nearby / surrounding sites including electricity infrastructure works eg. a smaller and isolated development that may not of its own accord require a substation may require a substation to facilitate the development and from which the spare capacity is made available to subsequent nearby development.

Distribution substations are required to transform the high voltage of the distribution feeder (usually at 11,000 volts / 11 kV) to the secondary system voltage (400/230 volts) to supply customers / developments. Distribution substations are divided into ground mounted substations most commonly being a padmount substations installed a complete unit on a concrete foundation / plinth and usually associated with underground distribution and pole mounted substations where there is overhead distribution.

Pole mounted substations have comparatively limited capacity of 25 kilovolt amperes (kVA) up to a maximum of 400 kVA where as a newer padmount substation can accommodate loads from 315 kVA up to 1,500 kVA (typically 500 kVA). Accordingly there

is a significant variation in the number and type of premises able to be connected to a substation ie. a single distribution substation may serve one large building, or many homes.

As shown in the below site plan from Endeavour Energy's G/Net master facility model, whilst there are a number of existing padmount substations in proximity of the site which is likely to have some spare capacity, given the large size of the proposed development it is not likely to be sufficient to facilitate the proposed development. As well as the capacity of distribution substations, other factors such as the size and rating / load on the conductors and voltage drop (which can affect the quality of supply particularly with long conductor runs) etc. need to be assessed.

Accordingly an extension and / or augmentation of the existing local network is likely to be required. However the extent of any work required will not be determined until the final load assessment is completed. Endeavour Energy's preference is to alert proponents / applicants (and Council) of the potential matters that may arise as further development of areas continues to occur.

In due course the applicant for the proposed development of the site will need to submit an appropriate application based on the maximum demand for electricity for connection of load via Endeavour Energy's Network Connections Branch to carry out the final load assessment and the method of supply will be determined. Straightforward applications can be completed online and permission to connect may be provided immediately if submitting a complying application.

For more complex connections, advice on the electricity infrastructure required to facilitate the proposed development (including asset relocations) can be obtained by submitting a Technical Review Request to Endeavour Energy's Network Connections Branch, the form for which FPJ6007 is attached. The response to these enquiries is based upon a desktop review of corporate information systems, and as such does not involve the engagement of various internal stakeholders in order to develop a 'Connection Offer'. It does provide details of preliminary connection requirements which can be considered by the applicant prior to lodging a formal application for connection of load.

Depending on the outcome of the assessment, any required padmount or indoor / chamber substation/s will need to be located within the property (in a suitable and accessible location) and be protected (including any associated cabling) by an easement and associated restrictions benefiting and gifted to Endeavour Energy. Please refer to Endeavour Energy's Mains Design Instruction MDI 0044 'Easements and Property Tenure Rights'.

Traditionally Endeavour Energy's preference has been for the utilisation of padmount substations. For new developments particularly within town centres and central business districts where zero and minimal building setbacks are allowed (and which given their size makes the provision of the easement and restriction for fire rating required for a padmount substation difficult to achieve on site), Endeavour Energy's recommendation is for the distribution substation consideration be given to the use of an indoor. Whilst indoor substations are predominantly utilised for commercial / office type development, in May

2017 Endeavour Energy's Mains Design Instruction MDI 0028 'Underground distribution network design' was amended to allow certain types of urban multi residential load (UML) (mixed use) developments to utilise either indoor substations where a padmount substation is not practicably possible.

Further details are available by contacting Endeavour Energy's Network Connections Branch on business days via Head Office enquiries on business days on telephone: 133 718 or (02) 9853 6666 from 9am - 4:30pm or on Endeavour Energy's website under 'Home > Residential and business > Connecting to our network' via the following link:

<http://www.endeavourenergy.com.au/> .

Alternatively the applicant may need to engage an Accredited Service Provider (ASP) of an appropriate level and class of accreditation to assess the electricity load and the proposed method of supply for the development. The ASP scheme is administered by NSW Energy and details are available on their website via the following link or telephone 13 77 88:

<https://energy.nsw.gov.au/government-and-regulation/legislative-and-regulatory-requirements/asp-scheme-and-contestable-works> .

Endeavour Energy is urging applicants /customers to engage with an Electrical Consultant prior to finalising plans to in order to assess and incorporate any required electricity infrastructure. In so doing the consideration can also be given to its impact on the other aspects of the proposed development. This can assist in avoiding the making of amendments to the plan or possibly the need to later seek modification of an approved development application.

- Network Asset Design

Endeavour Energy's Company Policy 9.2.5 'Network Asset Design', includes the following requirements for electricity connections to new urban subdivision / development:



## 5.11 Reticulation policy

### 5.11.1 Distribution reticulation

In order to improve the reliability performance of and to reduce the operating expenditure on the network over the long term the company has adopted the strategy of requiring new lines to be either underground cables or where overhead is permitted, to be predominantly of covered or insulated construction. Notwithstanding this strategy, bare wire overhead construction is appropriate and permitted in some situations as detailed below.

In areas with the potential for significant overhanging foliage, CCT is used to provide increased reliability as it is less susceptible to outages from wind-blown branches and debris than bare conductors. CCT must only be used in treed<sup>2</sup> areas as the probability of a direct lightning strike is low. In open areas where the line is not shielded from a direct lightning strike, bare conductors must generally be used for 11kV and 22kV reticulation.

Non-metallic Screened High Voltage Aerial Bundled Cable (NMSHVABC) must be used in areas which are heavily treed and where it is not practicable to maintain a tree clearing envelope around the conductors.

<sup>2</sup> A "treed" area is one with a substantial number of trees adjacent to the line, in each span. In these situations CCT is used to provide increased reliability as it is less susceptible to outages from wind-blown

#### 5.11.1.1 Urban areas

Reticulation of new residential subdivisions will be underground. In areas of low bushfire consequence, new lines within existing overhead areas can be overhead, unless underground lines are cost justified or required by either environmental or local council requirements.

Where underground reticulation is required on a feeder that supplies a mixture of industrial, commercial and/or residential loads, the standard of underground construction will apply to all types of load within that development.

Where ducting is used, adequate spare ducts and easements must be provided at the outset to cover the final load requirements of the entire development plan.

Extensions to the existing overhead 11kV/22kV network must generally be underground. Bare wire will be used for conductor replacements and augmentations except in treed areas where CCT or NMSHVABC must be used.

Extensions to the existing overhead LV network and augmentations must either be underground or ABC. Conductor replacements greater than 100m in route length must utilise aerial bundled cable.

- Streetlighting

With the increase in both vehicular and pedestrian traffic associated with a place of public worship within a non-urban environment, the streetlighting for the proposed development should be reviewed and if necessary upgraded to comply with the series of standards applying to the lighting of roads and public spaces set out in with Australian/New Zealand Standard AS/NZS 1158: 2010 'Lighting for roads and public spaces' as updated from time to time.

Whilst the determination of the appropriate lighting rests with the road controlling authority, Endeavour Energy as a Public Lighting Service Provider is responsible for operating and maintaining the streetlights on behalf of local councils, Roads and Maritime Services and other utilities in accordance with the NSW Public Lighting Code 2019 (Code) as updated from time to time. Endeavour Energy recognises that well designed, maintained and

managed Public Lighting offers a safe, secure and attractive visual environment for pedestrians and drivers during times of inadequate natural light.

For any Code implementation and administration / technical matters please contact Endeavour Energy's Substation Mains Assets Section via Head Office enquiries on business days on telephone: 133 718 or (02) 9853 6666 from 9am - 4:30pm or email [mainsenquiry@endeavourenergy.com.au](mailto:mainsenquiry@endeavourenergy.com.au).

- Earthing

The construction of any building or structure (including fencing, signage, flag poles, hoardings etc.) whether temporary or permanent that is connected to or in close proximity to Endeavour Energy's electrical network is required to comply with Australian/New Zealand Standard AS/NZS 3000:2018 'Electrical installations' as updated from time to time. This Standard sets out requirements for the design, construction and verification of electrical installations, including ensuring there is adequate connection to the earth. It applies to all electrical installations including temporary builder's supply / connections.

Inadequate connection to the earth to allow a leaking / fault current to flow into the grounding system and be properly dissipated places persons, equipment connected to the network and the electricity network itself at risk from electric shock, fire and physical injury. The earthing system is usually in the form of an earth electrode consisting of earth rods or mats buried in the ground. It should be designed by a suitably qualified electrical engineer / Accredited Service Provider (ASP) following a site-specific risk assessment having regard to the potential number of people could be simultaneously exposed, ground resistivity etc.

For details of the ASP scheme please refer to the above point 'Network Capacity / Connection'.

- Prudent Avoidance

The electricity industry has adopted a policy of prudent avoidance by doing what can be done without undue inconvenience and at modest expense to avert the possible risk to health from exposure to emissions from electricity infrastructure such as electric and magnetic fields (EMF) and noise which generally increase the higher the voltage ie. Endeavour Energy's network ranges from low voltage (normally not exceeding 1,000 volts) to high voltage (normally exceeding 1,000 volts but not exceeding 132,000 volts / 132 kV).

In practical terms this means that when designing new transmission and distribution facilities, consideration is given to reducing exposure and increasing separation distances to more sensitive uses such as residential or schools, pre-schools, day care centres or where potentially a greater number of people are regularly exposed for extended periods of time.

These emissions are usually not an issue but with Council's permitting or encouraging development with higher density, reduced setbacks and increased building heights, but as the electricity network operates 24/7/365 (all day, every day of the year), the level of exposure can increase.

Endeavour Energy believes that irrespective of the zoning or land use, applicants (and Council) should also adopt a policy of prudent avoidance by the siting of more sensitive uses eg. the office component of an industrial building, away from and less susceptible uses such as garages, non-habitable or rooms not regularly occupied eg. storage areas in a commercial building, towards any electricity infrastructure – including any possible future electricity infrastructure required to facilitate the proposed development.

Where development is proposed near electricity infrastructure, Endeavour Energy is not responsible for any amelioration measures for such emissions that may impact on the nearby proposed development.

Please find attached a copy of Energy Networks Association's 'Electric & Magnetic Fields – What We Know' which can also be accessed via their website at <https://www.energynetworks.com.au/electric-and-magnetic-fields> and provides the following advice:

*Electric fields are strongest closest to their source, and their strength diminishes rapidly as we move away from the source.*

*The level of a magnetic field depends on the amount of the current (measured in amps), and decreases rapidly once we move away from the source.*

Typical magnetic field measurements associated with Endeavour Energy's activities and assets given the required easement widths, safety clearances etc. and having a maximum voltage of 132,000 volt / 132 kV, will with the observance of these separation distances not exceed the recommended magnetic field public exposure limits.

- Vegetation Management

The planting of large trees near electricity infrastructure is not supported by Endeavour Energy. Particularly for overhead power lines, ongoing vegetation management / tree trimming is a significant network cost and falling trees and branches during storms are a major cause of power outages.

Suitable planting needs to be undertaken in proximity of electricity infrastructure (including any new electricity infrastructure required to facilitate the proposed development). Only low growing shrubs not exceeding 3.0 metres in height, ground covers and smaller shrubs, with non-invasive root systems are the best plants to use. Larger trees should be planted well away from electricity infrastructure (at least the same distance from overhead power lines as their potential full grown height) and even with underground cables, be installed with a root barrier around the root ball of the plant.

Landscaping that interferes with electricity infrastructure may become a potential safety risk, cause of bush fire, restrict access, reduce light levels from streetlights or result in the interruption of supply. Such landscaping may be subject to Endeavour Energy's Vegetation Management program and/or the provisions of the Electricity Supply Act 1995 (NSW) Section 48 'Interference with electricity works by trees' by which under certain circumstances the cost of carrying out such work may be recovered.

Endeavour Energy's recommendation is that existing street trees or trees to front building setbacks which are of low ecological significance in proximity of overhead power lines be replaced and any proposed planting of new trees within in the proximity of overhead power lines be replaced by an alternative smaller planting to ensure appropriate clearances are maintained whilst minimising the need for future pruning. The landscape designer may need to reconsider if the proposed plantings achieved the foregoing requirements.

- Dial Before You Dig

Before commencing any underground activity the applicant is required to obtain advice from the **Dial Before You Dig 1100** service in accordance with the requirements of the Electricity Supply Act 1995 (NSW) and associated Regulations. This should be obtained by the applicant not only to identify the location of any underground electrical and other utility infrastructure across the site, but also to identify them as a hazard and to properly assess the risk.

- Demolition

Demolition work is to be carried out in accordance with Australian Standard AS 2601—2001: 'The demolition of Structures' as updated from time to time. All electric cables or apparatus which are liable to be a source of danger, other than a cable or apparatus used for the demolition works shall be disconnected ie. the existing customer service lines will need to be isolated and/or removed during demolition. Appropriate care must be taken to not otherwise interfere with any electrical infrastructure on or in the vicinity of the site eg. streetlight columns, power poles, overhead power lines and underground cables etc.

- Removal of Electricity Supply

Approval for the permanent disconnection and removal of supply must be obtained from Endeavour Energy's Network Connections Branch (contact via Head Office enquiries on business days on telephone: 133 718 or (02) 9853 6666 from 9am - 4:30pm) by Accredited Service Providers (ASP) with the relevant class of Authorisation for the type of work being carried out. The work could involve:

- The disconnection and removal of an underground service cable or overhead service line,
- Removal of metering equipment.

The written request must be submitted to Endeavour Energy using Form FPJ4603 'Permission to Remove Service / Metering by Authorised Level 2 Accredited Service

Provider' which must be accompanied by Notification of Service Works (NOSW) forms provided as a result of service work activity performed by a Level 2 ASP. The retailer must also provide written agreement for the permanent removal of supply.

For details of the ASP scheme please refer to the above point 'Network Capacity / Connection'.

- Excavation

The applicant should be advised of the following object of Section 49A 'Excavation work affecting electricity works' of the of *Electricity Supply Act 1995* (NSW) covering the carrying out or proposed carrying out of excavation work in, on or near Endeavour Energy's electrical infrastructure.

### Electricity Supply Act 1995 No 94

Current version for 1 July 2019 to date (accessed 24 October 2019 at 14:19)

Part 5 > Division 2 > Section 49A



#### 49A Excavation work affecting electricity works

- (1) This section applies if a network operator has reasonable cause to believe that the carrying out or proposed carrying out of excavation work in, on or near its electricity works:
  - (a) could destroy, damage or interfere with those works, or
  - (b) could make those works become a potential cause of bush fire or a potential risk to public safety.
- (2) In those circumstances, a network operator may serve a written notice on the person carrying out or proposing to carry out the excavation work requiring the person:
  - (a) to modify the excavation work, or
  - (b) not to carry out the excavation work, but only if the network operator is of the opinion that modifying the excavation work will not be effective in preventing the destruction or damage of, or interference with, the electricity works concerned or in preventing those works becoming a potential cause of bush fire or a potential risk to public safety.
- (3) A notice under subsection (2) must specify the excavation work that is to be modified or not carried out.

With the increased number of developments incorporating basements often being constructed to (or close to) the property boundaries or immediately adjacent to easements, the integrity of the nearby electricity infrastructure can be placed at risk.

If any excavation work affects Endeavour Energy's electricity infrastructure, prior contact must be made to Endeavour Energy's Regional Services Central via Head Office enquiries on business days on telephone: 133 718 or (02) 9853 6666 from 9am - 4:30pm or alternately email [Regional.ServicesCentral@endeavourenergy.com.au](mailto:Regional.ServicesCentral@endeavourenergy.com.au).

- Public Safety

Workers involved in work near electricity infrastructure run the risk of receiving an electric shock and causing substantial damage to plant and equipment. I have attached Endeavour



Energy's public safety training resources, which were developed to help general public / workers to understand why you may be at risk and what you can do to work safely. The public safety training resources are also available via Endeavour Energy's website via the following link:

<http://www.endeavourenergy.com.au/wps/wcm/connect/ee/nsw/nsw+homepage/communitynav/safety/safety+brochures> .

If the applicant has any concerns over the proposed works in proximity of the Endeavour Energy's electricity infrastructure to the road verge / roadway, as part of a public safety initiative Endeavour Energy has set up an email account that is accessible by a range of multiple stakeholders across the company in order to provide more effective lines of communication with the general public who may be undertaking construction activities in proximity of electricity infrastructure such as builders, construction industry workers etc. The email address is [Construction.Works@endeavourenergy.com.au](mailto:Construction.Works@endeavourenergy.com.au) .

- Emergency Contact

In case of an emergency relating to Endeavour Energy's electrical network, the applicant should note the Emergencies Telephone is 131 003 which can be contacted 24 hours / 7 days. Endeavour Energy's contact details should be included in any relevant risk and safety management plan.

I appreciate that not all the foregoing issues may be directly or immediately relevant or significant to the Planning Proposal. Endeavour Energy's preference is to alert proponents / applicants of the potential matters that may arise should development within closer proximity of the existing and/or required electricity infrastructure needed to facilitate the proposed development on or in the vicinity of the site occur.

Could you please pass on a copy of this submission and the attached resources to the applicant? Should you wish to discuss this matter, or have any questions, please do not hesitate to contact me or the contacts identified above in relation to the various matters. Due to the high number of development application / planning proposal notifications submitted to Endeavour Energy, to ensure a response contact by email to [property.development@endeavourenergy.com.au](mailto:property.development@endeavourenergy.com.au) is preferred.

With the current COVID-19 health risk, as many as possible of Endeavour Energy staff are working from home. As a result there is only a small contingent located at the Huntingwood head office for essential operations. Although working from home, access to emails and other internal stakeholders is now somewhat limited and as a result it may take longer than usual to respond to enquiries. Thank you for your understanding during this time.

Yours faithfully

Cornelis Duba

Development Application Specialist

Network Environment & Assessment

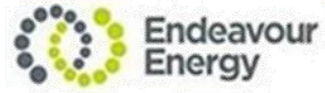
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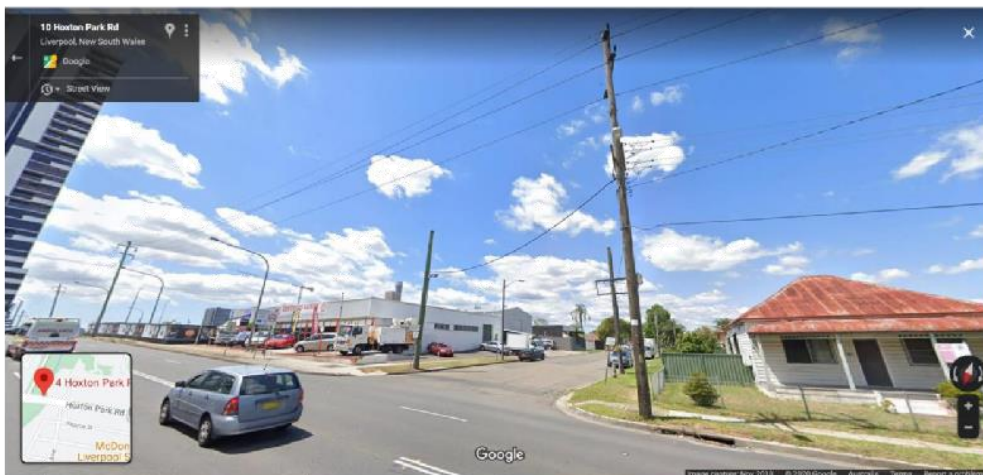
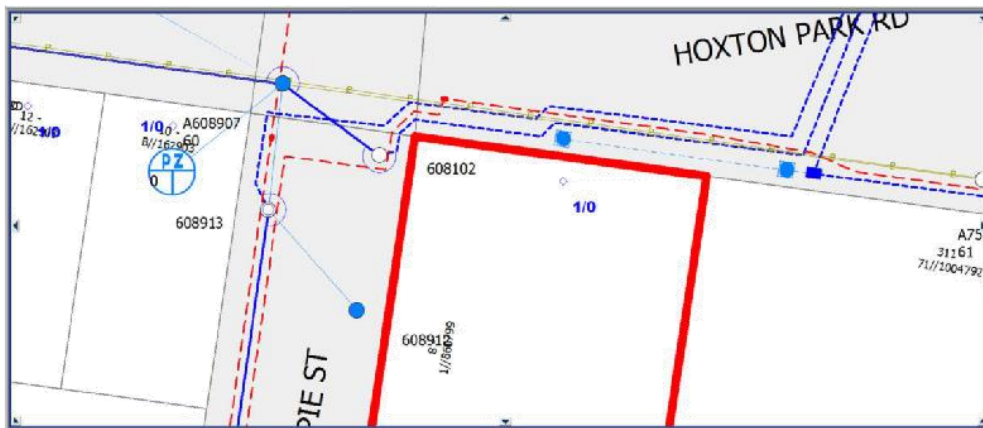
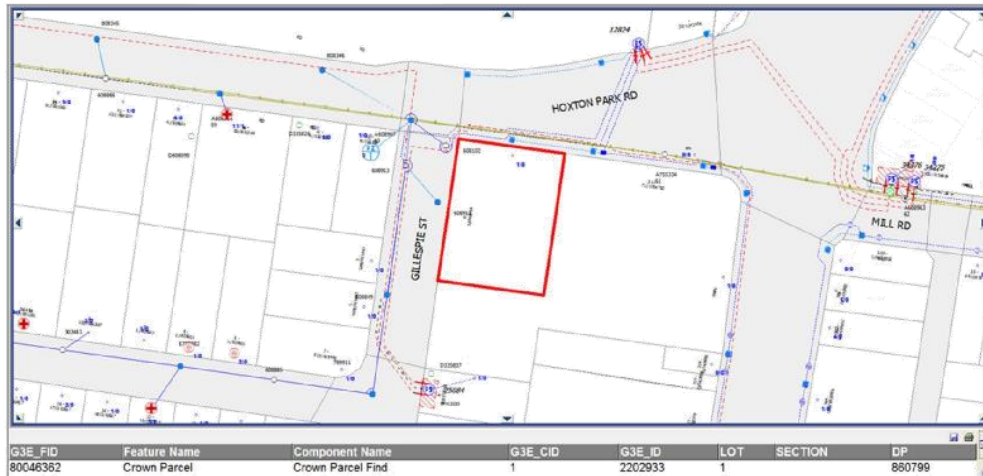
E: [cornelis.duba@endeavourenergy.com.au](mailto:cornelis.duba@endeavourenergy.com.au)

51 Huntingwood Drive, Huntingwood NSW 2148



[www.endeavourenergy.com.au](http://www.endeavourenergy.com.au)







27 November 2020

Our Ref: 188222

**Cameron Jewell**

Program Lead Liverpool Collaboration

Liverpool City Council

[JewellC@liverpool.nsw.gov.au](mailto:JewellC@liverpool.nsw.gov.au)

**RE: Planning Proposal – 4-8 Hoxton Park Road, Liverpool (RZ-2/2018)**

Thank you for notifying Sydney Water of the planning proposal listed above which proposes to rezone the site from B6 to B4, increase the building height from 24m to 50m, increase the FSR from 2.5:1 to 5:1. This planning proposal will yield 90 dwellings and 790 sqm of commercial GFA. We have reviewed the application based on the information supplied and provide the following comments for your information to assist in planning the servicing needs of the proposal.

**Water Servicing**

- Potable water servicing should be available to serve the proposal via a connection to the 200mm main in Hoxton Park Road which is primarily supplied from a 375mm trunk main located 810m west of the site in Flowerdale Road.

**Wastewater Servicing**

- The site is currently serviced by a 150mm sewer main traversing the site.
- Preliminary investigation undertaken in 2015 for the adjacent upstream site (CN150455) has flagged downstream constraints within the network.
- Wastewater amplification will be required to service this increase in development density permissible under the proposed zoning.
- The downstream sewer mains are located within existing developed areas and amplification/deviation options will need to be considered.
- **A feasibility application is recommended prior to a Section 73 application** to facilitate wastewater servicing investigation for the site.

**Trade wastewater requirement**

- If any proposed development is going to generate trade wastewater, the developer must submit an application requesting permission to discharge trade wastewater to Sydney Water's wastewater system. The applicant must wait for the approval and issue of a permit before any business activities can commence.
- The permit application can be made on Sydney Water's web page through Sydney Water Tap In. <http://www.sydneywater.com.au/tapin/index.htm>

The developer will need to engage a Water Servicing Coordinator (WSC). The WSC will be the applicant's point of contact with Sydney Water. The WSC can answer most questions the applicant might have on Sydney Water's developer process and charges. For a list of authorised Coordinators,



either visit [www.sydneywater.com.au](http://www.sydneywater.com.au) > Plumbing, building & developing > Developing > Providers > Lists or call 13 20 92.

This advice is not a formal approval of our servicing requirements. Detailed requirements, including any potential extensions or amplifications, will be provided once the development is referred to Sydney Water for a Section 73 application. More information about the Section 73 application process is available on our web page in the [Land Development Manual](#).

The development servicing advice provided by Sydney Water is based on the best available information at the time of referral (eg. planning proposal) but will vary over time with development and changes in the local systems. This is particularly important in systems with limited capacity (such as Priority Sewerage Program scheme areas) and it is best to approach Sydney Water for an updated capacity assessment (especially where an approval letter is more than 12 months old).

If you require any further information, please contact the Growth Planning Team via [urbangrowth@sydneywater.com.au](mailto:urbangrowth@sydneywater.com.au).

Yours sincerely,

A handwritten signature in black ink, appearing to read "Kristine Leitch", is written over a yellow rectangular background.

**Kristine Leitch**

Growth Intelligence Manager

City Growth and Development, Business Development Group  
Sydney Water, 1 Smith Street, Parramatta NSW 2150

4-8 Hoxton Park Road, Liverpool – VPA Letter of Offer



Date: 9<sup>th</sup> of August 2019

The Executive Planner  
Liverpool City Council

Attention

Dear Mr. Michael Midson

**Address: Statement of Proposed Public Benefits to be included in a future VPA**

Architecture Design Studio is the applicant for the recently submitted Planning Proposal Application for 4-8 Hoxton Park Road, Liverpool. We appreciate Council's initial comments and discussion regarding the intention to enter into a Voluntary Planning Agreement (VPA). In response, this letter provides a brief statement of potential public benefits proposed to be delivered through a future VPA process, in association with the submitted Planning Proposal.

**1. Public Domain Improvements**

Embellishment and upgrade of the Public domain beyond the extent of the development site at a 100-meters radius, including along Hoxton Park Road, Hume Highway and Gillespie Street. This is to provide improved pedestrian amenity and connections leading to the Bulldog park North of the site. This may include the widening of footpaths, street furniture, public seating areas, public art, street trees, lighting and signage.

**2. Upgraded Bus stops**

Provision of new and upgraded bus stops along Hume highway and Hoxton park road within 1 km radius from the boundary of the site.

**3. Affordable Housing**

Liverpool Council seeks to provide more affordable housing within the city centre. The proposed development is within the city centre and a percentage of the units proposed within the development will be contributed towards the affordable housing stock availability within the city centre.

The proposed public benefits will be subject to future negotiation and dependent on the preliminary outcomes of the submitted Planning Proposal. The above benefits are all

4-8 Hoxton Park Road, Liverpool – VPA Letter of Offer

considered to provide positive planning outcomes for the community in accordance with Council's Community Strategic Plan and Affordable Housing Policy.

We trust that the above assists in Council's and the public's consideration of the Planning Proposal. Subject to Council feedback in relation to the proposed benefits, the Applicant intends to submit a formal offer to enter into a planning agreement pursuant to Section 93F of the EP&A Act 1979, which outlines the details of the proposed benefits and identifies the circumstances which have given rise to the offer. Please do not hesitate to contact me on 0488 006 411 should you wish to discuss anything further.

Best Regards,  
Architecture Design Studio (NSW) Pty Ltd

A handwritten signature in blue ink, consisting of a stylized 'M' followed by a horizontal line.

Mohamed El Dardiry  
Project Manager

## **Planning Agreement**

### **Planning Proposal - 4 - 8 Hoxton Park Road, Liverpool**

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Liverpool City Council (ABN 84 181 182 471) (**Council**)

ZHC Investments Pty Limited (ACN 161 211 721) (**Developer**)



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## Planning Agreement

### Planning Proposal - 4 - 8 Hoxton Park Road, Liverpool

#### Parties

<b>Council</b>	<b>Name</b>	Liverpool City Council
	<b>Address</b>	Ground Floor 33 Moore Street Liverpool NSW 2170
	<b>ABN</b>	84 181 182 471
<b>Developer</b>	<b>Name</b>	ZHC Investments Pty Limited
	<b>Address</b>	Unit 5 14 Queen Street Arncliffe NSW 2205
	<b>ACN</b>	161 211 721

#### Background

- A** The Developer owns the Land.
- B** The Developer has lodged a Planning Proposal with respect to the Instrument Change.
- C** The Developer has agreed to make the Development Contributions on and subject to the terms of this document.

#### Operative Provisions

##### 1 Agreement

The agreement of the parties is set out in the Operative Provisions of this document, in consideration of, among other things, the mutual promises contained in this document.

##### 2 Definitions

###### 2.1 Defined terms

In this document, words beginning with a capital letter that are defined in Part 1 of **Schedule 2** have the meaning ascribed to them in that schedule.

###### 2.2 Interpretation

The interpretational rules contained in Part 2 of **Schedule 2** apply in the interpretation of this document.

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### **3 Application and operation of document**

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#### **3.1 Planning Agreement**

This document is a planning agreement:

- (1) within the meaning set out in s7.4 of the Act; and
- (2) governed by Subdivision 2 of Part 7 of the Act.

#### **3.2 Application**

This document applies to both the Land and the Development.

#### **3.3 Operation**

- (1) Subject to paragraph (2), this document operates from the date it is executed by both parties.
- (2) The following clauses of this document will only operate if and when the Instrument Change is made in accordance with the terms set out in the Planning Proposal and published on the NSW Legislation website:
  - (a) Clause 4.
  - (b) Clause 5.

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### **4 Application of s7.11 and s7.12**

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#### **4.1 Application**

This document does not exclude the application of section 7.11 or section 7.12 of the Act to the Development.

#### **4.2 Consideration of benefits**

Section 7.11(6) of the Act does not apply to the Contributions that are to be carried out or provided pursuant to this document.

#### **4.3 Section 7.24**

This document does not exclude the application of s7.24 of the Act to the Development.

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### **5 Provision of Contributions**

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#### **5.1 Provision of Affordable Housing**

- (1) As part of the Development the Developer must provide the Affordable Housing in accordance with **Schedule 3**.
- (2) Any Development Application, which relies upon the Instrument Change must:
  - (a) incorporate the allocation of the Affordable Housing Lots in accordance with **Schedule 3**; and
  - (b) nominate the Affordable Housing Lots.

- 
- (3) A restrictive covenant under s88B of the *Conveyancing Act 1919* (NSW) must be registered on the title of each Affordable Housing Lot by the Developer upon the creation of those lots. The restrictive covenant must:
    - (a) be on terms acceptable to Council, acting reasonably;
    - (b) identify the Council as the benefitted party; and
    - (c) clearly nominate that the restrictive covenant may not be varied or removed from the title without the consent of the Council.
  - (4) The Affordable Housing Lots must be allocated to a Community Housing Provider within twenty eight (28) days of the registration of the strata plan which creates those lots.
  - (5) For clarity, the Affordable Housing Lots will be allocated at the discretion of the Developer.

## 5.2 Monetary Contributions

- (1) The Developer must pay the Monetary Contribution by the time specified in **Schedule 4**.
- (2) A Monetary Contribution is made for the purposes of this document when Council receives the full amount of the contribution payable under this document in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by Council.

## 6 Developer Warranties

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### 6.1 Warranties of Developer

The Developer warrants to Council that:

- (1) it is legally and beneficially entitled to the Land;
- (2) it is able to fully comply with its obligations under this document;
- (3) it has full capacity to enter into this document; and
- (4) there is no legal impediment to it entering into this document, or performing the obligations imposed under it.

### 6.2 Council may withhold Certificates

- (1) Council may withhold the issue of a Subdivision Certificate if, at the relevant time, the Developer is in breach of any obligation under this document until such time as the breach is rectified.
- (2) The Developer must comply with the following clauses of this document prior to the issue of an Occupation Certificate with respect to the Development:
  - (a) Clause 5.1(2).
  - (b) Clause 5.2.
  - (c) Clause 7.

(d) Clause 16.2.

- (3) Further to clause (2), prior to the issue of an Occupation Certificate for the Development, the Developer must have obtained the consent of the Council to the restrictive covenants required to be registered on the Affordable Housing Lots in accordance with this document.

## **7 Registration of this document**

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### **7.1 Registration of this document**

The Developer acknowledges and agrees that:

- (1) this document must be registered on the title to the Land pursuant to section 7.6 of the Act; and
- (2) subject to clause 7.2, Council will undertake that registration at the cost of the Developer.

### **7.2 Obligations of Developer**

- (1) The Developer, at its own expense, will promptly after this document comes into operation, take all practical steps, and otherwise do anything that the Council reasonably requires, to procure:
  - (a) the consent of each person who:
    - (i) has an estate or interest in the Land; or
    - (ii) is seized or possessed of an estate or interest in the Land;
  - (b) the execution of any documents; and
  - (c) the production of the relevant duplicate certificates of title,

to enable the registration of this document in accordance with clause 7.1.
- (2) The Developer, at its own expense, will take all practical steps, and otherwise do anything that the Council reasonably requires:
  - (a) to allow the lodgement of this document with the Registrar-General as soon as reasonably practicable after this document comes into operation but in any event, no later than sixty (60) business days after that date; and
  - (b) to allow the registration of this document by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this document is lodged for registration.

### **7.3 Discharge from the Register**

The Council will provide a release and discharge of this document so that it may be removed from the folios of the Register for the Land (or any part of it) when:

- (1) the obligations under this document have been satisfied;

- (2) the Instrument Change is not approved on the terms proposed in the Planning Proposal; or
- (3) if this document is terminated or rescinded.

## **8 Assignment**

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### **8.1 Restriction on Assignment**

Other than in accordance with this clause 8 the Developer may not:

- (1) Assign any part of the Land; and/or
- (2) Assign their rights or obligations under this document.

### **8.2 Procedure for Assignment**

- (1) If the Developer:
  - (a) wishes to Assign any part of the Land; and/or
  - (b) wishes to Assign its rights or obligations under this document,
 then the Developer must:
  - (c) provide a written request to Council for the consent of Council to the relevant Assignment;
  - (d) provide Council with any evidence required by Council, acting reasonably, to satisfy Council that the third party in whose favour the Assignment is to be made (**Assignee**) is reasonably capable of performing the obligations under this document that are to be Assigned to it;
  - (e) obtain written consent of Council to the relevant Assignment; and
  - (f) at no cost to Council, procure:
    - (i) the execution by the Assignee of an appropriate deed where the Assignee agrees to be bound by the terms of this document; and
    - (ii) the provision of all Securities to Council by the Assignee that the Developer is required to provide under this document (and any additional securities if required by Council acting reasonably) at the same time as, or prior to, entering into that deed.
- (2) Council is under no obligation to consider granting its consent to any request made by the Developer under paragraph (1)(c) if, at the time the request is made, the Developer is in breach of this document.
- (3) Council must not unreasonably withhold its consent to a request by the Developer to assign any part of the Land or the Developers rights or obligations under this document.

## **9 Dispute Resolution**

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### **9.1 Notice of dispute**

- (1) If a dispute or lack of certainty between the parties arises in connection with this document or its subject matter (**Dispute**), then either party (**First Party**) must give to the other (**Second Party**) a notice which:



- (a) is in writing;
- (b) adequately identifies and provides details of the Dispute;
- (c) stipulates what the First Party believes will resolve the Dispute; and
- (d) designates its representative (**Representative**) to negotiate the Dispute.

- (2) The Second Party must, within five (5) Business Days of service of the notice of dispute, provide a notice to the First Party designating as its representative a person to negotiate the Dispute (the representatives designated by the parties being together, the **Representatives**).

## 9.2 Conduct pending resolution

The parties must continue to perform their respective obligations under this document if there is a Dispute but will not be required to complete the matter the subject of the Dispute, unless the appropriate party indemnifies the other parties against costs, damages and all losses suffered in completing the disputed matter if the Dispute is not resolved in favour of the indemnifying party.

## 9.3 Further steps required before proceedings

Subject to clauses 9.14 and 9.15 and except as otherwise expressly provided in this document, any Dispute must, as a condition precedent to the commencement of litigation, mediation under clause 9.5 or determination by an expert under clause 9.6, first be referred to the Representatives. The Representatives must endeavour to resolve the dispute within five (5) Business Days of the date a notice under clause 9.1(2) is served.

## 9.4 Disputes for mediation or expert determination

If the Representatives have not been able to resolve the Dispute, then the parties must agree within five (5) Business Days to either refer the matter to mediation under clause 9.5 or expert resolution under clause 9.6.

## 9.5 Disputes for mediation

- (1) If the parties agree in accordance with clause 9.4 to refer the Dispute to mediation, the mediation must be conducted by a mediator agreed by the parties and, if the parties cannot agree within five (5) Business Days, then by a mediator appointed by the President of the Law Society of New South Wales for the time being.
- (2) If the mediation referred to in paragraph (1) has not resulted in settlement of the Dispute and has been terminated, the parties may agree to have the matter determined by expert determination under clause 9.6.

## 9.6 Choice of expert

- (1) If the Dispute is to be determined by expert determination, this clause 9.6 applies.
- (2) The Dispute must be determined by an independent expert in the relevant field:
  - (a) as agreed between and appointed jointly by the parties; or
  - (b) in the absence of an agreement within five (5) Business Days after the date that the matter is required to be determined by expert determination, appointed by the President of the Law Society of New South Wales for the time being.

- (3) If the parties fail to agree as to the relevant field within five (5) Business Days after the date that the matter is required to be determined by expert determination, either party may refer the matter to the President of the Law Society of New South Wales for the time being whose decision as to the relevant field is final and binding on the parties.
- (4) The expert appointed to determine a Dispute:
  - (a) must have a technical understanding of the issues in dispute;
  - (b) must not have a significantly greater understanding of one party's business, functions or operations which might allow the other side to construe this greater understanding as a bias; and
  - (c) must inform the parties before being appointed of the extent of the expert's understanding of each party's business or operations and, if that information indicates a possible bias, then that expert must not be appointed except with the written approval of the parties.
- (5) The parties must promptly enter into an agreement with the expert appointed under this clause 9.6 setting out the terms of the expert's determination and the fees payable to the expert.

#### **9.7 Directions to expert**

- (1) In reaching a determination in respect of a dispute under clause 9.6, the independent expert must give effect to the intent of the parties entering into this document and the purposes of this document.
- (2) The expert must:
  - (a) act as an expert and not as an arbitrator;
  - (b) proceed in any manner as the expert thinks fit without being bound to observe the rules of natural justice or the rules of evidence;
  - (c) not accept verbal submissions unless both parties are present;
  - (d) on receipt of a written submission from one party, ensure that a copy of that submission is given promptly to the other party;
  - (e) take into consideration all documents, information and other material which the parties give the expert which the expert in its absolute discretion considers relevant to the determination of the Dispute;
  - (f) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes);
  - (g) issue a draft certificate stating the expert's intended determination (together with written reasons), giving each party ten (10) Business Days to make further submissions;
  - (h) issue a final certificate stating the expert's determination (together with written reasons); and
  - (i) act with expedition with a view to issuing the final certificate as soon as practicable.

- (3) The parties must comply with all directions given by the expert in relation to the resolution of the Dispute and must within the time period specified by the expert, give the expert:
  - (a) a short statement of facts;
  - (b) a description of the Dispute; and
  - (c) any other documents, records or information which the expert requests.

**9.8 Expert may commission reports**

- (1) Subject to paragraph (2):
  - (a) the expert may commission the expert's own advisers or consultants (including lawyers, accountants, bankers, engineers, surveyors or other technical consultants) to provide information to assist the expert in making a determination; and
  - (b) the parties must indemnify the expert for the cost of those advisers or consultants in accordance with clause 9.6 of this deed.
- (2) The parties must approve the costs of those advisers or consultants in writing prior to the expert engaging those advisers or consultants.

**9.9 Expert may convene meetings**

- (1) The expert must hold a meeting with all of the parties present to discuss the Dispute. The meeting must be conducted in a manner which the expert considers appropriate. The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.
- (2) The parties agree that a meeting under paragraph (1) is not a hearing and is not an arbitration.

**9.10 Other courses of action**

If:

- (1) the parties cannot agree in accordance with clause 9.4 to refer the matter to mediation or determination by an expert; or
- (2) the mediation referred to in clause 9.5 has not resulted in settlement of the dispute, the mediation has been terminated and the parties have not agreed to refer the matter to expert determination within five (5) Business Days after termination of the mediation,

then either party may take whatever course of action it deems appropriate for the purpose of resolving the Dispute.

**9.11 Confidentiality of information provided in dispute resolution process**

- (1) The parties agree, and must procure that the mediator and the expert agree as a condition of his or her appointment:
  - (a) subject to paragraph (2), to keep confidential all documents, information and other material disclosed to them during or in relation to the mediation or expert determination;

- (b) not to disclose any confidential documents, information and other material except:
    - (i) to a party or adviser or consultant who has signed a confidentiality undertaking; or
    - (ii) if required by Law or any Authority to do so; and
  - (c) not to use confidential documents, information or other material disclosed to them during or in relation to the mediation or expert determination for a purpose other than the mediation or expert determination.
- (2) The parties must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:
  - (a) views expressed or proposals or suggestions made by a party or the mediator or the expert during the expert determination or mediation relating to a possible settlement of the Dispute;
  - (b) admissions or concessions made by a party during the mediation or expert determination in relation to the Dispute; and
  - (c) information, documents or other material concerning the dispute which are disclosed by a party during the mediation or expert determination unless such information, documents or facts would be discoverable in judicial or arbitral proceedings.

**9.12 Final determination of expert**

The parties agree that the final determination by an expert will be final and binding upon them except in the case of fraud or misfeasance by the expert.

**9.13 Costs**

If any independent expert does not award costs, each party must contribute equally to the expert's costs in making the determination.

**9.14 Remedies available under the Act**

This clause 9 does not operate to limit the availability of any remedies available to Council under the Act.

**9.15 Urgent relief**

This clause 9 does not prevent a party from seeking urgent injunctive or declaratory relief concerning any matter arising out of this document.

**10 Force Majeure**

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**10.1 Definition**

In this clause 10, force majeure (**Force Majeure**), means any physical or material restraint beyond the reasonable control of a party claiming the Force Majeure and includes, without limitation, fire, the discovery of threatened species on the Land or industrial disputes.

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**10.2 Consequences of Force Majeure Event**

- (1) If a party is unable by reason of Force Majeure to carry out wholly or in part its obligations under this document, it must:
  - (a) give to the other party prompt notice of the Force Majeure with reasonably full particulars; and
  - (b) suggest an alternative method, if any, of satisfying its obligations under this document.
- (2) If a party is unable to satisfy its obligations under this document by an alternative method, the obligations of the parties so far as they are affected by the Force Majeure are then suspended during continuance of the Force Majeure and any further period as may be reasonable in the circumstances.

**10.3 Exclusion of operation**

The parties agree that this Force Majeure provision does not apply to an obligation of a party to transfer land or to pay money.

**10.4 Dispute**

If the parties are unable to agree on the existence of an event of Force Majeure or the period during which the obligations of the parties are suspended during the continuance of the Force Majeure, that dispute must be referred for determination under clause 9.

---

**11 Breach of this document****11.1 Breach Notice**

If the Developer breaches this document, Council may serve a notice on the Developer (**Breach Notice**) specifying:

- (1) the nature and extent of the alleged breach;
- (2) if:
  - (a) the breach is capable of being rectified other than by the payment of compensation, what Council requires the Developer to do in order to rectify the breach; or
  - (b) the breach is not capable of being rectified other than by payment of compensation, the amount of compensation Council requires the Developer to pay in order to rectify the breach; and
- (3) the time within which Council requires the breach to be rectified, which must be a reasonable time of not less than forty (40) business days.

**11.2 Events of Default**

The Developer commits an **Event of Default** if it:

- (1) fails to comply with a Breach Notice; or
- (2) becomes subject to an Insolvency Event.

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**11.3 Consequences of Events of Default**

Where the Developer commits an Event of Default, Council may, in addition to any rights it has at Law, exercise the Step in Rights so as to carry out any work specified in the relevant Breach Notice.

**12 Termination, Rescission or Determination**

---

**12.1 Termination**

This document terminates in the following events:

- (1) The parties agree in writing to terminate the operation of this document at any time.
- (2) Council serves notice on the Developer terminating this Planning Agreement where the Developer has failed to comply with a notice issued in accordance with clause 9.1.
- (3) The Instrument Change is not made in accordance with the Planning Proposal.

**12.2 Consequence of termination**

Upon termination of this Planning Agreement:

- (1) all future rights and obligations of the parties are discharged; and
- (2) all pre-existing rights and obligations of the parties continue to subsist.

**12.3 Determination**

This Planning Agreement will determine upon the Developer satisfying all of the obligations imposed on it in full.

**13 Position of Council**

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**13.1 Consent authority**

The parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the terms of the Planning Legislation.

**13.2 Document does not fetter discretion**

This document is not intended to operate to fetter, in any unlawful manner:

- (1) the power of Council to make any Law; or
- (2) the exercise by Council of any statutory power or discretion,

(Discretion).

**13.3 Severance of provisions**

- (1) No provision of this document is intended to, or does, constitute any unlawful fetter on any Discretion. If, contrary to the operation of this clause 13, any provision of this document is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the parties agree:
  - (a) they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause 13 is substantially satisfied;



- (b) in the event that paragraph (1)(a) cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this document has full force and effect; and
  - (c) to endeavour to satisfy the common objectives of the parties on relation to the provision of this document which is held to be an unlawful fetter to the extent that it is possible having regard to the relevant court judgment.
- (2) Where the Law permits Council to contract out of a provision of that Law or gives Council power to exercise a Discretion, then if Council has in this document contracted out of a provision or exercised a Discretion under this document, then to the extent of this document is not to be taken to be inconsistent with the Law.

#### **13.4 No Obligations**

Nothing in this document will be deemed to impose any obligation on Council to exercise any of its functions under the Act in relation to the Instrument Change, the Land or the Development in a certain manner.

### **14 Confidentiality**

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#### **14.1 Document not confidential**

The terms of this document are not confidential and this document may be treated as a public document and exhibited or reported without restriction by any party.

#### **14.2 Other Confidential Information**

- (1) The parties acknowledge that:
- (a) Confidential Information may have been supplied to some or all of the parties in the negotiations leading up to the making of this document;
  - (b) the parties may disclose to each other further Confidential Information in connection with the subject matter of this document; and
  - (c) subject to paragraphs (2) and (3), each party agrees:
    - (i) not to disclose any confidential document received before or after the making of this document to any person without the prior written consent of the party who supplied the Confidential Information; or
    - (ii) to take all reasonable steps to ensure all Confidential Information received before or after the making of this document is kept confidential and protected against unauthorised use and access.
- (2) A party may disclose Confidential Information in the following circumstances:
- (a) in order to comply with the Law, or the requirements of any Authority; or
  - (b) to any of their employees, consultants, advisers, financiers or contractors to whom it is considered necessary to disclose the information, if the employees, consultants, advisers, financiers or contractors undertake to keep the information confidential.
- (3) The obligations of confidentiality under this clause 14 do not extend to information which is public knowledge other than as a result of a breach of this clause 14.

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## **15 GST**

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### **15.1 Defined GST Terms**

Defined terms used in this clause 15 have the meaning ascribed to them in the GST Law.

### **15.2 GST to be added to Amounts Payable**

- (1) If GST is payable on a Taxable Supply made under, by reference to or in connection with this document, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- (2) This clause 15 does not apply to the extent that the Consideration for the Taxable Supply is expressly agreed to be GST inclusive.
- (3) Unless otherwise expressly stated, prices or other sums payable or Consideration to be provided under or in accordance with this document are exclusive of GST.

### **15.3 GST obligations to survive Termination**

This clause 15 will continue to apply after expiration of termination of this document.

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## **16 Miscellaneous**

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### **16.1 Obligation to act in good faith**

The parties must at all times:

- (1) cooperate and use their best endeavours to profitably and professionally give effect to their rights and obligations set out in this document;
- (2) not unreasonably delay any action, approval, direction, determination or decision which is required of them;
- (3) make approvals or decisions that are required of them in good faith and in a manner consistent with the completion of the transactions set out in this document; and
- (4) be just and faithful in their activities and dealings with the other parties.

### **16.2 Legal costs**

The Developer agrees to:

- (1) pay or reimburse the reasonable legal costs and disbursements of Council of the negotiation, preparation, execution, and stamping of this document;
- (2) pay the reasonable legal costs and disbursements referred to in paragraph (1) within ten (10) business days of receipt of a Tax Invoice from Council; and
- (3) pay or reimburse the legal costs and disbursements of Council arising from the ongoing administration and enforcement of this document including any breach or default by the Developer of its obligations under this document.

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## **17 Administrative Provisions**

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### **17.1 Notices**

- (1) Any notice, consent or other communication under this document must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
  - (a) delivered to that person's address;
  - (b) sent by pre-paid mail to that person's address; or
  - (c) transmitted by facsimile to that person's address.
- (2) A notice given to a person in accordance with this clause 17 is treated as having been given and received:
  - (a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
  - (b) if sent by pre-paid mail, on the third Business Day after posting; and
  - (c) if transmitted by facsimile to a person's address and a correct and complete transmission report is received, on the day of transmission if a Business Day, otherwise on the next Business Day.
- (3) For the purpose of this clause 17 the address of a person is the address set out in this document or another address of which that person may from time to time give notice to each other person.

### **17.2 Entire document**

This document is the entire agreement of the parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this document.

### **17.3 Waiver**

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the parties to be bound by the waiver.

### **17.4 Cooperation**

Each party must sign, execute and deliver all agreements, documents, instruments and act reasonably and effectively to carry out and give full effect to this document and the rights and obligations of the parties under it.

### **17.5 Counterparts**

This document may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

### **17.6 Amendment**

This document may only be amended or supplemented in writing signed by the parties.

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**17.7 Unenforceability**

Any provision of this document which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this document or affecting the validity or enforceability of that provision in any other jurisdiction.

**17.8 Power of attorney**

Each attorney who executes this document on behalf of a party declares that the attorney has no notice of:

- (1) the revocation or suspension of the power of attorney by the grantor; or
- (2) the death of the grantor.

**17.9 Governing law**

The law in force in the State of New South Wales governs this document. The parties:

- (1) submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeal from those courts in respect of any proceedings in connection with this document; and
  - (2) may not seek to have any proceedings removed from the jurisdiction of New South Wales on the grounds of *forum non conveniens*.
-

## Schedule 1 – Requirements under s7.4

REQUIREMENT UNDER THE ACT	THIS PLANNING AGREEMENT
<b>Planning instrument and/or development application – (Section 7.4(1))</b> The Developer has: <ul style="list-style-type: none"> <li>(a) sought a change to an environmental planning instrument.</li> <li>(b) made, or proposes to make, a Development Application.</li> <li>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</li> </ul>	<ul style="list-style-type: none"> <li>(a) Yes.</li> <li>(b) No.</li> <li>(c) No.</li> </ul>
<b>Description of land to which this agreement applies – (Section 7.4(3)(a)).</b>	Lot 1 DP 860799.
<b>Description of change to the environmental planning instrument to which this agreement applies – (Section 7.4(3)(b)).</b>	Amendment to amend Liverpool Local Environmental Plan 2008 so as to change the zoning of Land from B6 Enterprise Corridor to B4 Mixed Use.
<b>Application of section 7.11 of the Act – (Section 7.4(3)(d)).</b>	Section 7.11 of the Act is not excluded by this document.
<b>Applicability of section 7.12 of the Act – (Section 7.4(3)(d)).</b>	Section 7.12 of the Act is not excluded by this document.
<b>Applicability of section 7.24 of the Act – (Section 7.4(3)(d)).</b>	Section 7.24 of the Act is not excluded by this document.
<b>Consideration of benefits under this agreement if section 7.11 applies – (Section 7.4(3)(e)).</b>	Refer to clause 4.2 of the Planning Agreement.
<b>Mechanism for Dispute resolution – (Section 7.4(3)(f)).</b>	See clause 9.
<b>Enforcement of this agreement – (Section 7.4(3)(g)).</b>	See clause 6.2, 7 and 11.3.
<b>No obligation to grant consent or exercise functions – (Section 7.4(9)).</b>	See clause 13.

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## Schedule 2 – Defined terms and interpretation

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### Part 1 – Definitions

<b>Act</b>	means the <i>Environmental Planning and Assessment Act 1979</i> (NSW).
<b>Affordable Housing</b>	means the allocation of the Affordable Housing Lots in accordance with this document.
<b>Affordable Housing Lot</b>	means a strata lot within the Development that is allocated for Affordable Housing in accordance with <b>Schedule 3</b> .
<b>Assign</b>	as the context requires refers to any assignment, sale, transfer, disposition, declaration of trust over or other assignment of a legal and/or beneficial interest.
<b>Authority</b>	means (as appropriate) any: <ol style="list-style-type: none"> <li>(1) federal, state or local government;</li> <li>(2) department of any federal, state or local government;</li> <li>(3) any court or administrative tribunal; or</li> <li>(4) statutory corporation or regulatory body.</li> </ol>
<b>Bank Guarantee</b>	means an irrevocable and unconditional undertaking without any expiry or end date by one of the following trading banks: <ol style="list-style-type: none"> <li>(1) Australia and New Zealand Banking Group Limited.</li> <li>(2) Commonwealth Bank of Australia.</li> <li>(3) Macquarie Bank.</li> <li>(4) National Australia Bank Limited.</li> <li>(5) St George Bank Limited.</li> <li>(6) Westpac Banking Corporation.</li> <li>(7) Any other financial institution approved by the Council, in its absolute discretion, in response to a request from the Developer.</li> </ol>
<b>Claim</b>	against any person any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.
<b>Community Housing Provider</b>	means a Community Housing Provider registered under the <i>Housing Act 2001</i> (NSW) and the <i>Housing Regulation 2009</i> (NSW).
<b>Confidential Information</b>	means any information and all other knowledge at any time disclosed (whether in writing and orally) by the parties to each other, or acquired by the parties in relation to the other's activities



or services which is not already in the public domain and which:

- (1) is by its nature confidential;
- (2) is designated, or marked, or stipulated by either party as confidential (whether in writing or otherwise);
- (3) any party knows or ought to know is confidential; or
- (4) is information which may be reasonably considered to be of a confidential nature.

**Construction Certificate**

has the same meaning as in section 6.4(d) of the Act.

**Contributions**

means the allocation of the Affordable Housing Lots and the Monetary Contribution.

**Contribution Value**

means the amount specified in **Schedules 3 and 4** in the column headed "contribution value" for each item of the Contributions.

**Development**

means any future development of the Land permitted as a result of the Instrument Change.

**Development Application**

means an application for the Development Consent.

**Development Consent**

means any development consent issued for the Development.

**Dispute**

has the meaning ascribed to it in clause 9.

**Encumbrance**

means an interest or power:

- (1) reserved in or over an interest in any asset;
- (2) arising under, or with respect to, a Bio-Banking Agreement;
- (3) created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, covenant, lease, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or
- (4) by way of security for the payment of a debt or other monetary obligation or the performance of any obligation.

**Encumber**

means to grant an Encumbrance.

**Event of Default**

has the meaning ascribed to it in clause 11.2.

**Force Majeure**

has the meaning ascribed to it in clause 10.

**Gross Floor Area**

has the same meaning as in the Liverpool Local Environmental Plan 2008.

**GST Law**

means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or

administration of the GST.

**Index**

means the Consumer Price Index (All Groups - Sydney) as provided by the Australian Bureau of Statistics.

**Insolvency Event**

means the happening of any of the following events:

- (8) Application which is not withdrawn or dismissed within fourteen (14) days is made to a court for an order or an order is made that a body corporate be wound up.
- (9) An application which is not withdrawn or dismissed within fourteen (14) days is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate or one of them is appointed, whether or not under an order.
- (10) Except to reconstruct or amalgamate while solvent, a body corporate enters into, or resolves to enter into, a scheme of arrangement, agreement of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them.
- (11) A body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved.
- (12) A body corporate is or states that it is insolvent.
- (13) As a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth) (**Corporations Act**), a body corporate is taken to have failed to comply with a statutory demand.
- (14) A body corporate is or makes a statement from which it may be reasonably deduced that the body corporate is, the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act*.
- (15) A body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate.
- (16) A person becomes an insolvent under administration as defined in section 9 of the *Corporations Act* or action is taken which could result in that event.
- (17) A receiver, manager or receiver and manager is appointed to the Company.
- (18) A claim is filed in a court against a person that is not defended, released or otherwise settled within twenty eight (28) days of the date of its filing at the court.
- (19) Anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

**Instrument Change**

means the amendment of the Liverpool Local Environmental Plan 2008 on the terms set out in the Planning Proposal.

<b>Land</b>	means the "Land" set out in <b>Schedule 1</b> .
<b>Law</b>	means all legislation, regulations, by-laws, common law and other binding order made by any Authority.
<b>Monetary Contributions</b>	means the monetary contributions set out in <b>Schedule 4</b> .
<b>Occupation Certificate</b>	has the same meaning as in section 6.4(c) of the Act.
<b>Planning Legislation</b>	means the Act, the <i>Local Government Act 1993</i> (NSW) and the <i>Roads Act 1993</i> (NSW).
<b>Planning Proposal</b>	means the application for a Planning Proposal lodged on 29 March 2018 by Architecture Design Studio NSW Pty Ltd.

**Part 2 - Interpretational Rules**

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<b>clauses, annexures and schedules</b>	a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this document.
<b>reference to statutes</b>	a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
<b>singular includes plural</b>	the singular includes the plural and vice versa.
<b>person</b>	the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
<b>executors, administrators, successors</b>	a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
<b>dollars</b>	Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia.
<b>calculation of time</b>	if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
<b>reference to a day</b>	a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
<b>accounting terms</b>	an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia.
<b>reference to a group of persons</b>	a group of persons or things is a reference to any two or more of them jointly and to each of them individually.
<b>meaning not limited</b>	the words "include", "including", "for example" or "such as" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

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<b>next day</b>	if an act under this document to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
<b>next Business Day</b>	if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
<b>time of day</b>	time is a reference to Sydney time.
<b>headings</b>	headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this document.
<b>agreement</b>	a reference to any agreement, document or instrument includes the same as varied, supplemented, novated or replaced from time to time.
<b>Gender</b>	a reference to one gender extends and applies to the other and neuter gender.

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### Schedule 3 – Affordable Housing

Item	Specification	Time for Completion
Affordable Housing Lots	<p>The aggregate Gross Floor Area of the Affordable Housing Lots must be no less than five per cent (5%) of the Gross Floor Area of all residential lots within the Development and must comprise at a minimum the following composition of Affordable Housing Lots:</p> <ul style="list-style-type: none"> <li>(1) 1 x 1 Bedroom Affordable Housing Lot.</li> <li>(2) 2 x 2 Bedroom Affordable Housing Lot.</li> <li>(3) 1 x 3 Bedroom Affordable Housing Lot.</li> </ul> <p>The Affordable Housing Lots must be to a similar and comparable standard to all other residential lots within the Development.</p>	Upon the registration of any strata plan of subdivision with respect to the Development.

**Schedule 4 – Monetary Contributions**

Item	Time for Completion	Contribution Value
Monetary Contributions	Within sixty (60) days of the Instrument Change being made.	\$77, 750

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## Execution page

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**Executed as a deed.**

Dated:

**Signed, sealed and delivered** by **Liverpool City Council** by its General Manager and Mayor by the affixing of the Common Seal of Council in accordance with resolution dated

---

General Manager (Signature)

---

Mayor (Signature)

---

Name of General Manager (Print Name)

---

Name of Mayor (Print Name)

**Signed, sealed and delivered** by **ZHC Investments Pty Ltd** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors.

---

Director/Secretary (Signature)

---

Director (Signature)

---

Name of Director/ Secretary (Print Name)

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Name of Director (Print Name)

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## Explanatory Note Planning Agreement Planning Proposal 4 – 8 Hoxton Park Road, Liverpool

### 1 Introduction

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The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a draft voluntary Planning Agreement (**Planning Agreement**) under s7.4 of the *Environmental Planning and Assessment Act 1979* (NSW) (**Act**).

This Explanatory Note has been prepared jointly between the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000* (**Regulations**).

This Explanatory Note is not to be used to assist in construing the Planning Agreement.

### 2 Parties to the Planning Agreement

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The parties to the Planning Agreement are

- (1) Liverpool City Council (ABN 84 181 182 471) (**Council**); and
- (2) ZHC Investments Pty Limited (ACN 161 211 721) (**Developer**).

### 3 Description of the Land to which the Planning Agreement applies

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The Planning Agreement applies to the land contained in Certificate of Title Folio Identifier 1/860799 (**Land**).

### 4 Description of the Development to which the Planning Agreement applies

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The development to which the Planning Agreement applies is the future development of the Land permitted as a result of the amendment to the Liverpool Local Environmental Plan 2008 which would allow for residential lots to be built on the Land (**Development**).

## 5 Summary of Development Contributions, Objectives, Nature and Effect of the Planning Agreement

---

The Developer is required to provide the following contributions in accordance with the Planning Agreement:

- (1) Affordable housing with affordable housing lots that must:
  - (a) comprise at a minimum of the following composition:
    - (i) 1 x 1 bedroom affordable housing lot;
    - (ii) 2 x 2 bedroom affordable housing lot;
    - (iii) 1 x 3 bedroom affordable housing lot;
  - (b) have an aggregate gross floor area of no less than five per cent (5%) of the gross floor area of all residential lots within the Development; and
  - (c) be to a similar and comparable standard to all other residential lots within the Development.
- (2) A monetary contribution in the amount of **\$77,750.00** to Council,

### **(Development Contributions).**

To protect the interests of the public from any misuse of the Land, the Developer is required to register a restrictive covenant on the title of the affordable housing lots. The restrictive covenant must:

- (1) be on terms acceptable to Council;
- (2) identify the Council as the benefitted party; and
- (3) clearly nominate that the restrictive covenant may not be varied or removed from the title without the consent of the Council.

To generate greater opportunity for housing in the community, the affordable housing lots must be allocated to a community housing provider that provides housing for people on low income and those in need within twenty eight (28) days of the registration of the strata plan which creates those affordable housing lots.

The **objective** of the Planning Agreement is to require the Developer to provide Development Contributions to Council to fund the development of affordable housing and residential lots in the Land.

The **nature** of the Planning Agreement is a contractual relationship between the Council and the Developer for providing the Development Contributions.

The **effect** of the Planning Agreement is that the Developer will provide the Development Contributions in the manner provided for by the Planning Agreement (as applicable).

## **6 Council may withhold Certificates**

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Council may withhold the issue of a Subdivision Certificate if, at the relevant time, the Developer is in breach of any obligation under the Planning Agreement until such time as the breach is rectified.

Prior to the issue of an Occupation Certificate with respect to the Development, the Developer must:

- (1) provide the Development Considerations in accordance with the Planning Agreement;
- (2) pay for the cost of Council registering the Planning Agreement on the title of the Land;
- (3) pay or reimburse the reasonable legal costs and disbursements of Council for the negotiation, preparation, execution, and stamping of the Planning Agreement;
- (4) pay or reimburse the legal costs and disbursements of Council arising from the ongoing administration and enforcement of the Planning Agreement, including any breach or default by the Developer of its obligations under the Planning Agreement; and

- (5) obtain the consent of the Council to the restrictive covenants required to be registered on the affordable housing lots in accordance with the Planning Agreement.

## **7 Assessment of the Merits of the Planning Agreement and Impact on the Public**

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The Planning Agreement promotes:

- (1) the public interests; and
- (2) the Objects of the Act.

The Planning Agreement will provide certainty for the Developer and the Council as to provision of the Development Contributions and promote and co-ordinate the orderly and economic use and development of the Land to which the Planning Agreement applies.

## **8 Identification of how the Planning Agreement promotes the public interest**

---

The Planning Agreement supports the public interest in the following ways:

- (1) By promoting the social and economic welfare of the community and a better environment by the proper management, development and conservation of the community's natural and other resources.
- (2) By facilitating ecologically sustainable development by integrating relevant economic, environmental and social considerations in decision-making about environmental planning and assessment.
- (3) By providing increased opportunity for community participation in environmental planning and assessment.

## **9 How the Planning Agreement promotes the Guiding Principles for Councils**

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The Planning Agreement promotes a number of the Guiding Principles for Councils under section 8A of the *Local Government Act 1993* (NSW), as follows:

- (1) This Explanatory Note is prepared for the purposes of keeping the community informed about its activities and to ensure that its decision-making is transparent.
- (2) To manage land and other assets so that current and local community needs can be met in an affordable way.
- (3) To plan strategically, using the integrated planning and reporting framework, for the provision of effective and efficient services and regulation to meet the diverse needs of the local community.
- (4) Providing strong and effective representation, leadership, planning and decision-making.
- (5) To act fairly, ethically and without bias in the interests of the local community
- (6) To recognise diverse local community needs and interests.
- (7) To have regard to the long term and cumulative effects of its decisions on future generations.
- (8) To engage in long-term strategic planning on behalf of the local community.

## **10 Identification of whether the Planning Agreement conforms with the Council's local infrastructure delivery plan**

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The Planning Agreement conforms with Council's local infrastructure delivery plans in meeting the development objectives for the generating opportunity including meeting the challenges of Liverpool's growing population with the development of housing on community land, which is consistent with the community expectations for local infrastructure.

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Order number: 69073469  
Your Reference: Chris Jattan  
Data extracted from ASIC: 07/07/21 09:37

**ZHC INVESTMENTS PTY LTD 161 211 721**  
**ASIC - Current Extract - ZHC INVESTMENTS PTY LTD ACN: 161 211 721**

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001.  
Please advise ASIC of any error or omission which you may identify.

**IDENTIFICATION**

ACN: 161 211 721  
ABN:  
Current Company Name: ZHC INVESTMENTS PTY LTD  
Registered in: New South Wales  
Place of Registration:  
Registration Date: 13/11/2012  
Previous State Number:  
Governance Type:  
Review Date: 13/11/2021

**CURRENT COMPANY DETAILS**

Name: ZHC INVESTMENTS PTY LTD  
Period from: 13/11/2012  
Name Start: 13/11/2012  
Status: REGISTERED  
Type: AUSTRALIAN PROPRIETARY COMPANY  
Class: LIMITED BY SHARES  
Subclass: PROPRIETARY COMPANY  
Disclosing Entity: N

Doc# 1E8886414

**CURRENT COMPANY ADDRESS**

Address Type: Registered Office  
Address: 40 BRYANT STREET  
PADSTOW NSW 2211  
Period from: 19/03/2018

Doc# 9E0041924

Address Type: Principal Place of Business  
Address: UNIT 1  
200 HOXTON PARK ROAD  
HOXTON PARK NSW 2171  
Period from: 13/11/2012

Doc# 1E8886414

**CURRENT COMPANY OFFICERS**

Role: Director  
Name: MOUSTAFA, HUSSEIN CHAHINE  
Address: UNIT 5  
14 QUEEN STREET  
ARNCLIFFE NSW 2205  
Date of Birth: 13/01/1977  
Place of Birth: SYDNEY NSW  
Appointment Date: 13/11/2012  
Cease Date:

Doc# 1E8886414

Role: Secretary  
Name: MOUSTAFA, HUSSEIN CHAHINE  
Address: UNIT 5  
14 QUEEN STREET  
ARNCLIFFE NSW 2205  
Date of Birth: 13/01/1977  
Place of Birth: SYDNEY NSW  
Appointment Date: 13/11/2012

Doc# 1E8886414

Cease Date:

**CURRENT SHARE CAPITAL**

Class: ORD ORDINARY SHARES

Doc# 1E8886414

Number of Issued "Shares": 10

Amount Paid: \$10.00

Amount Due: \$0.00

Note: For each class of shares issued by a proprietary company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

**CURRENT(SHAREHOLDERS/MEMBER)**

Class: ORD

Doc# 1E8886414

Number of Shares Held: 10

Beneficially Owned: Y

Fully Paid: Y

Name: MOUSTAFA, HUSSEIN CHAHINE

Address: UNIT 5  
14 QUEEN STREET  
ARNCLIFFE NSW 2205

Joint Holding: N

**DOCUMENTS RELATING TO EXTERNAL ADMINISTRATION AND/OR APPOINTMENT OF CONTROLLER**

Note: This extract may not list all documents relating to this status. State and Territory records should be searched.

No record

**SATISFIED CHARGES**

Note: On January 30, 2012 the Personal Property Securities Register (PPS Register) has commenced. The details of current charges will only be available from the PPS Register and the details of satisfied charges (as at 30th January 2012) can be obtained from ASIC. Further information can be obtained from [www.ppsr.gov.au](http://www.ppsr.gov.au).

No record

**ASIC DOCUMENTS (except charges)**

Notes:

- A date or address shown as UNKNOWN has not been updated since the ASIC to over the records in 1991.
- Data from Documents with no Date Processed are not included in the Extract.
- Documents with "\*\*\*\*" pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.
- Documents already listed under charges are not repeated here.

Form Type	Date Received	Date Processed	Effective Date	Pages	Doc No
484	12/03/2018	12/03/2018	12/03/2018	2	9E0041924
Change to Company Details Change of Registered Address					
484	12/03/2018	12/03/2018	12/03/2018	2	9E0041921
Change to Company Details Change of Registered Address					
201	13/11/2012	13/11/2012	13/11/2012	3	1E8886414
Application For Registration as a Proprietary Company					

**PRE-ASIC DOCUMENTS**

No record

**ANNUAL RETURNS**

No record

**FINANCIAL REPORTS**

No record

**CURRENT CONTACT ADDRESS FOR ASIC USE ONLY**

Note: Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company.'

Address Type: Contact address for ASIC use only

Address: 530 KING GEORGES ROAD  
BEVERLY HILLS NSW 2209

Period from: 29/03/2018







## GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY

Adopted: 29 May 2019

TRIM: 2016/2682, 091748.2019



**GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY****1. LEGISLATIVE REQUIREMENTS**

*Local Government Act 1993, Section 356*

**2. OBJECTIVE**

Council is committed to building strong and resilient communities within the Liverpool Local Government Area (LGA) and to increase social wellbeing for all residents. One way of achieving these goals is to provide financial assistance in the form of grants, donations, and sponsorships to individuals and groups to develop leadership skills, increase participation in community life and address identified social issues. Council seeks to support programs that can build or enhance the reputation and brand of Liverpool City in accordance with Council's Community Strategic Plan.

**3. DEFINITIONS**

<b>Acquittal</b>	Reporting on the activities of a project as set out in the funding agreement. This could take the form of providing financial reports, written reports, evidence of activity performance and where funding was spent
<b>Auspice</b>	An agreement where an incorporated organisation agrees to apply for funding or resources on behalf of an applicant that is not incorporated. If the application is successful, the auspicing organisation then administers the resources on behalf of the applicant, and is legally responsible for ensuring that the terms of the agreement are met
<b>Charity</b>	Listed on the Australian Charities and Not-for-profit Commission (ACNC) website as a registered charity
<b>Community Capacity Building</b>	Involves the provision of community activities that contribute to people developing their own capacity and resilience to maintain and build on their own resources and to manage future challenges
<b>Incorporated Association</b>	A legal entity (organisation) that provides legal protection to its members in legal transactions

**4. GRANT PRIORITIES**

- 4.1** Council seeks to enhance the use of public funds through effective and efficient grant processes. Clear grant program objectives are linked to the organisation's strategic goals, outlined in Council's Community Strategic Plan. Council's grants and sponsorship programs provide a coordinated and integrated approach to growing Liverpool socially, culturally, economically and environmentally.

Council grants, donations and sponsorships may be provided to individuals who reside in the LGA, or to community-based groups, organisations and services that operate within the Liverpool LGA and/or for the benefit of Liverpool residents. Council facilitates nine programs for the allocation of grants, donations, and sponsorship:

1. Kick-Starter Grants
2. Small Grants
3. Liverpool Young Achievers Awards
4. Community Grants
5. Sustainable Environment Grants
6. Matching Grants
7. Corporate Sponsorship
8. Sporting Grants
9. Sporting Donations

**GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY****4.2 GRANT MAKING PRINCIPLES**

The key principles that inform grant making by Council are:

- Council's Community Strategic Plan. All grants align with Council's Community Strategic Plan, and other social, economic and environmental policies and plans;
- Partnerships and collaboration. Develop and maintain partnerships between Council and the community to achieve Council's strategic directions based on mutual respect and transparency;
- Capacity building. Support community groups and organisations to function positively, develop skills and increase community participation;
- Social inclusion. Liverpool is a diverse community and our grant making process encourages directing resources to specific needs of disadvantaged groups;
- Leveraging value. Council seeks to leverage community expertise, capacity, networks and resources to provide the best suite of grant programs to meet the needs of and maximise positive outcomes for the community and business. Council supports projects that represent good value for the level of cash or in-kind support requested. Through effective and efficient grant management processes, Council seeks to ensure costs for administration by the Council and grant applicants are minimised;
- Good governance. Council is committed to demonstrating integrity, professionalism and transparency in our decision making and have strong governance structures in place to support this. Council will ensure that grant processes are transparent and fair. Applications are assessed objectively against the assessment criteria. All conflicts of interests are addressed and declared as part of this process; and
- Reflection and learning. As part of Council's commitment to continuous improvement, Council will ensure there are evaluation mechanisms in place and opportunities for feedback on grant processes.

**5. GENERAL ELIGIBILITY AND EXCLUSIONS****5.1 GENERAL ELIGIBILITY**

To be eligible for funding an applicant must:

- a) Acquit previous Council grants, donations or sponsorship and have no outstanding debts to Council;
- b) Be a resident of the LGA, or an organisation located in the LGA and/or principally providing services to the residents of Liverpool; and
- c) Include all required supporting documentation with their application.

**5.2 APPLICATIONS THAT ARE INELIGIBLE FOR FUNDING INCLUDE:**

- a) Projects that duplicate existing Council services or programs.
- b) Projects that directly contravene existing Council policy.
- c) Projects that do not meet the identified priority needs of Liverpool as set out in Council's Community Strategic Plan.
- d) Applications from government departments, political parties, or commercial/profit-making/private organisations (excluding Corporate Sponsorship which accepts applications from private organisations).
- e) Applications from charities for general donations.
- f) Applications for general fundraising activities, general operational expenditure (e.g. administration, insurance, office equipment, car parking, IT costs/equipment), shortfalls in funding by government departments, or completed/retrospective projects.
- g) For employee salaries/wages or any direct employment costs.
- h) Projects that will rely on recurrent funding from Council.

## **GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY**

- i) Identical projects that have previously been funded by Council (excluding Corporate Sponsorship).
- j) Projects or programs that charge people for participation, including charges to participants through an individual's NDIS funding plan.

### **5.3 FURTHER CONDITIONS**

- 5.3.1 Council will not:
- a) Provide in-house design, printing and distribution services (organisations may apply for funding to undertake these activities themselves).
  - b) Provide cleansing and waste services for events (organisations may apply for cash funding to undertake these activities themselves).
  - c) Support political activities or activities that could be perceived as benefiting a political party or political campaign.
  - d) Support religious activities that could be perceived as divisive within the community.
  - e) Support activities that deliberately exclude any individuals or groups from participating or attending.
  - f) Provide in-kind support of any nature (eg: the provision of chairs or portable toilets for events).
- 5.3.2 For specific eligibility requirements and exclusions for each program, refer to Section 7 of this policy.

### **5.4 ETHICS FRAMEWORK**

Council will not support any activities or entities that:

- a) Pollute land, air or water, or destroy or waste non-recurring resources.
- b) Market or promote products/services in a misleading or deceitful manner.
- c) Produce, promote or distribute products/services likely to be harmful to the community.
- d) Acquire land or commodities primarily for speculative gain.
- e) Create or encourage militarism or engage in the manufacture of armaments.
- f) Entice people into financial over-commitment
- g) Exploit people through the payment of below award wages or poor working conditions.
- h) Discriminate by way of race, religion, or sex in employment, marketing or advertising.
- i) Contribute to the inhibition of human rights generally.

### **5.5 CONFLICTS OF INTEREST**

- 5.5.1 Council staff assessing and determining applications should identify and manage any potential conflicts of interest in accordance with Council's Code of Conduct and Ethical Governance: Conflicts of Interest Policy.
- 5.5.2 Members of Council staff and Councillors must ensure that any affiliation between them and the applicant is appropriately managed when assessing and determining applications for grants and donations.

## **6. GRANTS MANAGEMENT PROCESS**

### **6.1 APPLICATIONS**

All applicants must register with Council's online grants management system before applying. Applications must be submitted using the approved online application form on Council's online grants management system. Council will not accept any hard copy or emailed submissions, or any submissions after any applicable closing date or time.

**GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY****6.2 ASSESSMENT AND RECOMMENDATIONS**

- 6.2.1 All applications received by Council will be assessed by relevant Council staff members. Sporting Grants and Donations will be sent to the Sports Committee for review. Recommendations for funding of \$1,000 or less may be approved by the CEO or their delegate, provided the funding is in accordance with sections 356(3), 377(1A), and 378 of the Local Government Act 1993. Council will be notified of funded projects by Council report as soon as appropriately possible. Recommendations for funding over \$1,000 will be made to Council for endorsement in accordance with Section 356 of the Local Government Act 1993.
- 6.2.2 For grant programs that are open for applications all year, recommendations will be made to the next available Council Meeting. For grant programs with specific funding rounds, recommendations will be made within three months of the closing date.
- 6.2.3 Unsuccessful applicants are encouraged to seek feedback from relevant Council staff on their application. Programs are highly competitive and even though an application may meet the program criteria it may not be competitive against other applications.
- 6.2.4 Council uses the Australian Business Register (ABN) as its sole source of truth to confirm an applicant's operating status as an incorporated not-for-profit or charitable organisation <http://www.abr.business.gov.au/>.
- 6.2.5 Council values and recognises the importance of applicant financial and in-kind contributions. Applicants that demonstrate a commitment to the project through either financial or volunteer support are considered favourably.

**6.3 APPROVAL**

- 6.3.1 The elected Council has authority to approve grants, donations, and sponsorship. In some circumstances, specific delegation for this purpose is given to the CEO.
- 6.3.2 Approval of a grant, donation or sponsorship does not imply that Council has given any other consent. Applicants should note that events or any capital works require approvals and consents from Council, NSW Police and other state government agencies.

**6.4 FUNDING AGREEMENTS**

All successful applicants are required to enter into a funding agreement before funds are released and before a project can commence.

Council's support must be acknowledged on all promotional material. The Council logo should be used with the text "proudly supported by Liverpool City Council". All promotional material must be approved by Council prior to publication. Council also reserves the right to receive the following: joint media release opportunities, opportunity for Mayor to speak at the event or occasion, space at the event (table or marquee stall), and tickets to attend the event or occasion.

**6.5 REPORTING**

All grant recipients are required to acquit their project as detailed in their funding agreement. Reports are to be submitted using the approved online grants management system. Reports provide feedback on the success of the project in terms of the agreed outputs and outcomes, relevant data, and any lessons learnt. Funding recipients are required to submit detailed financial reports and may be requested to provide further documentation and evidence of expenditure. Council may audit recipients at any time. Previously funded applicants must receive an acknowledgement of a successful acquittal.

**GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY**

prior to applying for further funding. No further funding will be granted to any organisation who has failed to submit an acquittal report for previous funding from Council.

**6.6 MINOR CHANGES TO THIS POLICY**

Council authorises the CEO to make minor changes to this policy to reflect changes in legislation, expiry of or changes to grant programs, and changes in Council structure.

**GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY****7. FUNDING PROGRAMS****7.1 KICK-STARTER GRANTS | UP TO \$500 | OPEN ALL YEAR**

This program supports individuals or unincorporated community groups to establish a social enterprise aimed at addressing priorities in Council's Community Strategic Plan or a project which promotes social inclusion and increased community participation. Applications can be made for funding of up to \$500 per financial year. Repeated applications of the same project in subsequent years will not be accepted. Applications for events are not eligible under this program.

Project outcomes must meet at least one of the below priorities:

- a) Improve connections and social networks within the community.
- b) Increase participation in community activities, including by those experiencing social disadvantage.
- c) Facilitate access to education, training, or employment opportunities.
- d) Improve collaboration and coordination of community support and services.
- e) Improve social and physical wellbeing through prevention and early intervention approaches.

**7.1.1 Program timeframe**

Applications can be made all year. Grants must be spent within 12 months of receiving them.

**7.1.2 Eligibility**

To be eligible for funding applicants must:

- a) Be an individual resident or unincorporated community group based within the Liverpool LGA.
- b) Be 100% volunteer run or operate as a not-for-profit.
- c) Must update Council's Community Development Worker (Funding and Support) during the delivery of the project or initiative.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Exclusions.

**Assessment criteria**

To be considered for a grant, applicants should clearly describe the proposed project and how it will meet the following criteria:

Evidence provided to support the need for the project, including addressing at least one of the strategic directions in Council's Community Strategic Plan
The anticipated number of individuals that will benefit from the proposed project
Timeframe and budget are realistic and align with project objectives
Evidence of collaboration and partnership to maximise the use of existing community resources and to avoid duplication
Evidence that project strategies are innovative or practical to meeting the project need
Appropriate project evaluation method
Sustainability of project post funding



**GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY****7.2 SMALL GRANTS | UP TO \$1,000 | OPEN ALL YEAR**

This program supports a range of small-scale community initiatives and is for community groups who may not have experience with grants programs. It aims to provide more intensive support and build the capacity of less established groups to familiarise themselves with grants programs and Council processes.

**7.2.1 Expected program outcomes**

Initiatives and projects can contribute to one or more of the following outcomes:

- a) Develop trial community capacity building programs or facilitate small-scale community awareness events.
- b) Increase engagement of individuals in academic, cultural, and environmental fields.
- c) Improve relative equality, resilience and adaptive capacity of Liverpool's diverse communities.
- d) Enhance positive social, cultural, or sustainability outcomes for local communities related to Council's strategic priorities.

**7.2.2 Available funding**

Applications can be made for funding of up to \$1,000 per project. Repeated applications of the same project or initiative in subsequent years will not be accepted.

**7.2.3 Program timeframe**

Grants must be spent within 12 months of receiving them.

**7.2.4 Eligibility**

To be eligible for funding applicants must:

- a) Be incorporated or auspiced by an incorporated organisation;
- b) A non-profit community service organisation or group providing programs/services to the residents of Liverpool; and
- c) Supply a copy of their most recent annual report and/or financial statements.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Exclusions.

**7.2.5 Assessment criteria**

To be considered for a grant, applicants should clearly describe the proposed project and how it will meet the following criteria:

Evidence that the organisation has capacity to deliver the project
Evidence provided to support the need for the project, including addressing at least one of the strategic directions in Council's Community Strategic Plan
The anticipated number of individuals that will participate in and benefit from the proposed project
Timeframe and budget are realistic and align with project objectives
Evidence of collaboration and partnership to maximise the use of existing community resources and to avoid duplication
Evidence that project strategies are innovative or practical to meeting the project need
Appropriate project evaluation method
Sustainability of project after funding ceases

**GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY****7.3 LIVERPOOL YOUNG ACHIEVERS AWARDS | OPEN ALL YEAR**

The Liverpool Young Achiever Awards are given as a prize to a student who has excelled in citizenship, academic studies, artistic endeavors, or sporting proficiency.

**7.3.1 Available funding**

Under each applicable category there will be two prizes as follows:

<b><u>Citizenship:</u></b>	<b><u>Artistic Endeavours:</u></b>
1x \$1,000 for a high school student	1x \$1,000 for a high school student
1x \$500 for a primary school student	1x \$500 for a primary school student
<b><u>Academic Studies:</u></b>	<b><u>Sporting Proficiency:</u></b>
1x \$1,000 for a high school student	1x \$1,000 for a high school student
1x \$500 for a primary school student	1x \$500 for a primary school student

**Highly Commended:**

All eligible nominees who are not selected for the major prize will be awarded a \$200 student donation.

Each high school and primary school are only eligible to submit one student nomination per year.

**7.3.2 Program timeframe**

Applications will be accepted from the beginning of school Term 1 until the end of Term 3. A presentation ceremony will be held during Term 4.

**7.3.3 Eligibility**

To be eligible for this award applicants must:

- Be a high school or primary school based in the Liverpool Local Government Area (LGA);
- Be nominating a student attending either a high school or primary school based in the Liverpool LGA; and
- Supply a letter of support from the principal of the applying school for the nominated student.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Exclusions.

**GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY****7.4 COMMUNITY GRANTS | UP TO \$5,000 | TWO ROUNDS PER YEAR**

This program provides financial assistance to community groups, organisations and services for projects that foster partnerships and collaboration, build capacity, promote social inclusion and increase community participation. The program assists in developing pilot or trialling innovative services or programs that address the needs of residents, workers and visitors. The program will support projects that:

- a) Improve connections and build social networks within the community.
- b) Increase participation of people in community activities and programs, including members of the community who are experiencing social disadvantage.
- c) Facilitate access to education, training and employment opportunities.
- d) Improve opportunities for people to build confidence and develop their skills.
- e) Facilitate inclusion and access to facilities, services, open spaces and activities.
- f) Improve collaboration and coordination of community support and services.
- g) Improve social or physical wellbeing through prevention and early intervention.
- h) Strengthen governance and accountability in community organisations.

**7.4.1 Expected program outcomes**

Initiatives and projects can contribute to one or more of the following outcomes:

- a) Increased involvement and engagement by communities in social activities.
- b) Increased number of people feeling a strong sense of social wellbeing.
- c) Strengthened maintenance, management or improvement of physical and mental health and wellbeing.
- d) Improved access to information and development of new skills.
- e) Increased numbers of people undertaking educational courses and gaining sustainable employment.
- f) Reduced financial hardship and social disadvantage, including food insecurity and homelessness.

**7.4.2 Available funding**

Applications can be made for funding of up to \$5,000 per year.

**7.4.3 Program timeframe**

This grant program has two rounds per year. Round dates will be advised on Council's website. Grants must be spent within 12 months of receiving them.

**7.4.4 Program eligibility and exclusions**

To be eligible for funding through the Community Grants Program applicants must:

- a) Be incorporated or auspiced by an incorporated organisation.
- b) A non-profit community service organisation or group providing programs/services to the residents of Liverpool.
- c) Have public liability insurance of at least \$10 million (must be active during the period of funding).
- d) Supply a copy of their most recent annual report and/or financial statements.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Conditions.

**7.4.5 Assessment criteria**

To be considered for a grant, applicants should clearly describe the proposed project and how it will meet the following criteria:

**GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY**

Evidence that the organisation has capacity to deliver the project
Evidence provided to support the need for the project, including addressing at least one of the strategic directions in Council's Community Strategic Plan
Anticipated number of individuals participating in and benefiting from the proposed project
Timeframe and budget are realistic and align with project objectives
Evidence of collaboration and partnership to maximise the use of existing community resources and to avoid duplication
Evidence that project strategies are innovative or practical to meeting the project need
Appropriate project evaluation method
Sustainability of project after funding ceases

## GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY

**7.5 SUSTAINABLE ENVIRONMENT GRANTS | UP TO \$5,000 | TWO ROUNDS PER YEAR**

The Sustainable Environment Grants program provides financial assistance to support schools and community groups to play an active role in reducing their impact on the environment and implementing environmentally sustainable actions. The program seeks projects focused on environmental improvement, sustainability education, awareness-raising and the promotion of sustainable living as a way of life that provide benefit to the natural environment and local community. Projects can include:

- **Waste Minimisation** – including reuse, recycling, litter reduction, composting and worm farming, waste education projects.
- **Sustainable Water Use** – including water efficiency, stormwater harvesting and water reuse, rain gardens and water quality improvements, and sustainable water use education programs.
- **Environmental Improvement** – including protection and enhancement of natural areas, habitat creation for native fauna, and natural environment education programs.
- **Sustainable Living** – including establishment of vegetable or native display gardens, bush tucker or community gardens, and the keeping of chickens or native bees.

**7.5.1 Expected program outcomes**

Grants from this program can contribute to one or more of the following outcomes:

- a) Build the capacity of schools and community groups to promote efficient resource use and improve the quality of the local environment.
- b) Encourage community members to become involved and take initiative in improving their behaviours for a more sustainable future.
- c) Encourage schools and community groups to identify and implement innovative approaches and positive solutions that protect and enhance Liverpool's unique natural environment.
- d) Improve the health of vegetation, water quality and healthy ecosystems contributing to cleaner waterways, air and healthier native vegetation.
- e) Raise awareness and promote sustainable living as a way of life, including actively participating in Council's environmental programs and activities.
- f) Generate positive community engagement (e.g. involvement of local businesses, environmental education centres or botanic gardens).

**7.5.2 Available funding**

Applications can be made for funding of up to \$5,000 per year by a school or an incorporated community group.

**7.5.3 Program timeframe**

This grants program has two rounds per year. Round dates will be advised on Council's website. Grants must be spent within 12 months of receiving them.

**7.5.4 Program eligibility and exclusions**

To be eligible for the Sustainable Environment Grants program applicants must have not received funding under this or another program for the same project (separate and additional stages of a previous project are eligible), and:

- a) Be a registered NSW school, not-for profit pre-school or child care centre; or
- b) An incorporated, non-profit, community service, welfare or charitable organisation or group providing programs or services to the residents of Liverpool; or
- c) Community group auspiced by an incorporated organisation.

**GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY**

Applications will not be accepted for:

- a) For profit organisations
- b) Overall project coordination
- c) Capital works for major infrastructure or construction of buildings
- d) Work being completed on land not owned by the applicant without evidence of approval from the landowner.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Conditions.

7.5.5 Assessment criteria

To be considered for a grant, applicants should clearly describe the proposed project and how it will meet the following criteria:

Demonstrate the capacity to deliver the project or activity and subsequent sustainability of the project beyond initial funding
Evidence provided to support the need for the project, including addressing at least one of the strategic directions in Council's Community Strategic Plan
Demonstrate tangible and measurable environmental outcomes
The anticipated number of individuals that will participate in and benefit from the project
Demonstrate measurable student learning and/or increase teacher capacity to deliver environmental education
Value for money

## GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY

### 7.6 MATCHING GRANTS | UP TO \$20,000 | TWO ROUNDS PER YEAR

This program is designed to provide financial support to projects and activities that build or strengthen communities within Liverpool. These projects will focus on supporting the development and implementation of community capacity building activities and providing opportunities for a broader cross section of the community to be involved in community and recreational activities. Funding will support projects that address one of the following categories:

<b>Arts</b>	Contribute community art to a neighbourhood or work to increase the participation of residents within art-based programs/projects.
<b>Community capacity building</b>	Bring residents together and enhance participation in the community, including those who are experiencing social disadvantage, or provide benefits to address an identified community need. This could be a community event or community-based capacity building project.
<b>Youth engagement</b>	Focus on increasing the ability of young people to obtain skills and qualifications or increase their active participation within the community.
<b>Accessibility</b>	Enhance and improve access options for the community, either through education, transport, disability access or connectivity.
<b>Environmental</b>	Address environmental issues and concerns or contribute to environmental education and awareness.
<b>Community safety/public space activation</b>	Address community safety and security issues such as activities that activate or diversify the night time economy including pop up entertainment and night time performances in public spaces. These projects can also include addressing perceptions of community safety.
<b>Sports development</b>	Contribute to the development of sporting groups or enhance participation in sporting and recreational activities.

#### 7.6.1 Expected program outcomes

Grants from this program can contribute to one or more of the following outcomes:

- Develop social connections and partnerships within communities, or reinforcement of those that already exist.
- Increased participation in community activities and organisations by improving collaboration and coordination of community support and services.
- Strengthened opportunities for community members and others to build personal creativity and self-expression.
- Increased opportunities for community members to acquire or develop new skills and/or employment.
- Create, renew or revitalise places and spaces within the community.
- Strengthened community members' feelings of safety and sense of belonging within public spaces.

#### 7.6.2 Available funding

The matching grants program recognises community contribution towards a project and can offer up to \$20,000 support to match this contribution. The program supports projects that involve genuine community participation. By 'matching' what the community contributes, Council is building a sense of community and strengthening partnerships as people work together on the project. Contributions from the community or Council can be made in cash or value-in-kind. Recognised in-kind community contributions include:

- Design services, professional services, trade services (such as plumbing), provision of trucks and plant, concreting and painting, donated supplies, materials or venues.
- Volunteer time such as labour, set up and pack down, and meeting time to identify, plan and implement projects. The rate of volunteer time is calculated as \$20 per hour. For professional or contracted services, the rate is \$75 per hour.
- Direct cash input to the project through donations or income generated.

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The value of in-kind contributions should be verified by an independent quote, and where the value is in question, Council's assessment of the value of in-kind contributions will take precedence in the assessment of the matching grant given. The costs of Council and other approvals required by government agencies/authorities must also be considered when applying under this grants program.

**7.6.3 Program timeframe**

This program accepts applications twice per year. Grants must be spent within 12 months of receiving them.

**7.6.4 Program eligibility and conditions**

To be eligible for the Matching Grants program applicants must:

- a) Be incorporated or auspiced by an incorporated organisation.
- b) A non-profit community service organisation or group providing programs/services to the residents of Liverpool.
- c) Have public liability insurance of at least \$20 million (must be active during the period of funding).
- d) Supply a copy of their most recent annual report and/or financial statements.

Organisations are only eligible to receive funding through this program once each financial year. Council reserves the right to defer consideration of a Matching Grant application where planning, leasing or ownership, statutory approvals, or appropriate development issues are raised by a project.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Exclusions.

**7.6.5 Assessment criteria**

Matched contribution (financial or in-kind)
Consulted with Council staff prior to submitting application
Project is considered an appropriate development on the proposed site
Project meets Council's construction and safety standards
Evidence that the organisation has capacity to deliver the project
Evidence provided to support the need for the project, including the degree to which the project addresses at least one of the strategic directions in Council's Community Strategic Plan
The anticipated number of individuals that will participate in and benefit from the proposed project
Timeframe and budget are realistic and align with project objectives
Evidence of collaboration and partnership to maximise the use of existing community resources and to avoid duplication
Proposed project evaluation method including sustainability of project



**GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY****7.7 CORPORATE SPONSORSHIP | UP TO \$10,000 | OPEN ALL YEAR**

Council may provide financial contributions of up to \$10,000 through its Corporate Sponsorship Program to organisations, groups, or individuals for programs that can build or enhance Council's reputation. These include but are not limited to providing appropriate branding benefits and opportunities for Council, and/or providing cross-promotional opportunities for Council's services or facilities.

Applications to Council for sponsorship must address at least one of the following:

**1. Economic benefit**

- a) Delivers significant economic benefit to the Liverpool LGA.
- b) Delivers benefit to tourism, hospitality and retail sectors through the attendance of regional, national, or international delegates at events.
- c) Provides a platform for research, trade, and/or investment opportunities.
- d) Attracts national or international attention to Liverpool as a place to reside, visit, work and/or invest.
- e) Creates employment opportunities within the Liverpool LGA.

**2. Community, cultural, and social benefit**

- a) Provides an innovative opportunity to meet community needs and promote Liverpool's cultural diversity and celebrate our City's uniqueness.
- b) Enhances Liverpool's profile and reputation as an outward looking, creative and connected city.
- c) Creates opportunities for education and information exchange between Council, the community and the sector.
- d) To support the organisation and activation of a charity event with the Liverpool LGA. Sponsorship funds are not to be used for direct fundraising, including but not limited to the purchase of tickets or tables at a fundraising event.
- e) Attracts a major program to Liverpool that has South West-Sydney region, state or national significance.

**3. Environmental benefit**

- a) Enhances Liverpool's reputation as a sustainable city through leadership in waste and environment management.

**7.7.1 Expected program outcomes**

Projects must contribute to one or more of the following outcomes:

- a) Provide an opportunity for measurable economic, social, environmental and/or cultural benefits to Council and the Liverpool LGA.
- b) Provide opportunities for the community to participate and contribute in activities/events in the Liverpool LGA.
- c) Create a valuable strategic alliance for Council.
- d) Provide extensive coverage and promotional/publicity opportunities across a range of media outlets.
- e) Promote Liverpool's reputation as a great place to live, visit, work, and invest.

**7.7.2 Program timeframe**

- This program accepts applications all year.
- Applications must be submitted at least three months prior to an event taking place. Applications submitted with less than three months lead time will be deemed ineligible.

**GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY**

- Activities should take place within 12 months of successful sponsorship funding being received.

**7.7.3 Program eligibility and conditions:**

To be eligible for the Corporate Sponsorship program applicants must:

- Be incorporated or auspiced by an incorporated organisation and hold a current ABN.
- A non-profit community service organisation or group providing programs/services to the residents of Liverpool.
- Have public liability insurance of at least \$10 million (must be current during the period of funding).
- Supply a copy of their most recent annual report and/or financial statements.
- Must apply for sponsorship towards an event or activity in the Liverpool LGA that attracts a significantly high level of attendance from the community and provides direct benefits for Liverpool based organisations and/ or Liverpool residents.
- Must ensure that attendance and participation is free where sponsorship is sought for a community event.
- Must be registered with the Australian Charities and Not-for-profits Commission if an application is for a local charity event.

**7.7.4 Funding will not be provided to:**

- Projects that do not address the identified directions of the Liverpool LGA as set out in Council's Community Strategic Plan.
- Charities for general donations including the purchase of tickets or fundraising tables at an event.
- Projects that will rely on recurrent funding from Council.
- More than one event within the Liverpool area in a two-month period that celebrates or marks a specific occasion or activity.
- Organisations whose activities are not aligned with the City's ethical framework.
- Previous recipients who have not fulfilled the conditions of a sponsorship.
- Organisations that are not registered in Australia.
- Activities or events that do not benefit the Liverpool LGA or its residents.
- Underwrite events, programs or projects.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Exclusions.

**7.7.5 Council's current standing sponsorship resolution:**

<b>Sponsorship Activity</b>	<b>Amount</b>	<b>Council Resolution</b>
Police Officer of the Year	\$1,000	27/06/2011

- 7.7.6 Approval of sponsorship does not imply that Council has given any other consent. Applicants should note that many festivals and events require approvals and consents from Council, NSW Police and other NSW Government agencies. For guidelines on applying to host an event in Liverpool, visit [www.liverpool.nsw.gov.au/whats-on/events/event-organisers-information-kit-guidelines](http://www.liverpool.nsw.gov.au/whats-on/events/event-organisers-information-kit-guidelines)

**GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY****7.8 SPORTING GRANTS | UP TO \$5,000 | ONE ROUND PER YEAR**

This program offers funding to sporting clubs and junior disability sporting clubs to assist with the development of young people and encourage participation of the broader community in local sporting and recreational activities. Grants can also be used towards the purchase or maintenance of sporting equipment.

Funding will support applications by recreation and sporting organisations/clubs under one of six categories:

- a) **Sports development** – Coaching clinics, sports camps, or training/development
- b) **Ground development** – Minor capital improvements
- c) **Maintenance Equipment** – Line marking equipment or ground maintenance equipment (to be eligible, equipment must remain the property of the club)
- d) **Sporting Equipment** – Kits, bags, first aid supplies, safety equipment (to be eligible, equipment must remain the property of the club)
- e) **Education** – First aid training, coaching programs or safe play
- f) **Club diversity** – Introduction of additional sports or expansion of club to encourage greater community involvement

**7.8.1 Expected program outcomes**

Projects must contribute to one or more of the following outcomes:

- a) Increased opportunities for participation of the broader community in sporting and recreational activities.
- b) Improved condition and functionality of sporting equipment.
- c) Enhanced awareness of emerging trends in sports development and demonstrated best practice.
- d) Strengthened maintenance, management or improvement of physical and mental health and wellbeing by improving opportunities for physical activity.

**7.8.2 Available funding**

Grants of up to \$5,000 per sporting club are available. Clubs may submit applications for more than one project. Within the funding pool, \$5,000 is reserved to fund applications that support participants with a disability. Where eligible applications that support participants with a disability are less than \$5,000 the remaining funds are returned to the main pool of funding for distribution.

**7.8.3 Program timeframe**

This program accepts applications once per year. Grants must be spent within 12 months of receiving them.

**7.8.4 Program eligibility and exclusions**

To be eligible for the Sporting Grants Program applicants must:

- a) Be incorporated or auspiced, a non-profit recreation or sporting organisation/club, providing programs/services to the residents of Liverpool.
- b) Have public liability insurance of up to \$10 million.
- c) Supply a copy of most recent annual report and/or financial statements.
- d) Have not received funds from the Sporting Grants program in the previous year.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Exclusions.

## GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY

### 7.8.5 Assessment criteria

An independent panel consisting of members from the Liverpool Sports Committee will assess applications based on set criteria. To be considered for a grant, applicants should clearly describe the proposed project and how it will meet the following criteria:

Application received prior to the closing date
Proof of costs provided
Grant able to be spent within 12 months
Applications signed by Club Office bearers
Project meets Council's construction and safety standards
Demonstrate improvements to the delivery of junior sport in Liverpool
Demonstrate meeting an identified community need including access opportunities for specific special needs groups or individuals
Timeframe and budget are realistic and align with project objectives
Contribution from club (financial or in-kind)
Demonstrate benefit to the broader community
Proposed project evaluation method including sustainability of project

## 7.9 SPORTING DONATIONS | UP TO \$500 | OPEN ALL YEAR

This program enables Council to provide small amounts of funding to assist community members in their efforts to achieve excellence in sport at a regional, state or national representative level. Individuals and teams based in the Liverpool LGA are eligible to apply for donations towards the cost of participating in representative sporting events for which they have qualified. Donations are based on the level of representation achieved and where events will be held. Participation at school sport events is also eligible for consideration.

### 7.9.1 Expected program outcomes

Donations from this program can contribute to one or more of the following outcomes:

- Increased participation of individuals/teams in representative sporting events.
- Improved accessibility to participation in representative sporting events.
- Improved confidence and capacity of local individuals and teams by acknowledging and supporting participation at a representative level.
- Enhanced positive social outcomes and opportunities for local communities.

### 7.9.2 Available funding

Donations are available for the following amounts:

- \$100 for regional representation (competitor only), or for coach/referee/umpire/official representation at a regional, state or national event more than 100km from Liverpool.
- \$200 for state representation (competitor only).
- \$300 for Australian national representation at an event within New South Wales, Australian Capital Territory, Queensland and Victoria (competitor only).
- \$400 for Australian national representation at an event within Tasmania, South Australia, Northern Territory and Western Australia (competitor only).
- \$500 for Australian national representation at an overseas event (competitor only).
- \$500 for team representation.

### 7.9.3 Program timeframe

This program accepts applications all year and applicants are required to submit their application prior to the event taking place. Activities must take place within 12 months from when the application was submitted. Information must be provided on the costs associated with participating in the representative events.

## GRANTS, DONATIONS, AND CORPORATE SPONSORSHIP POLICY

### 7.9.4 Program eligibility and exclusions

To be eligible for funding through the Sporting Donations Program the following criteria applies:

- a) Individual applicants must be a resident of the Liverpool LGA.
- b) Applicants must provide proof of selection for the event.
- c) Applications from students at state, private or independent schools or for participation at school sport events, are eligible for consideration.
- d) Team applications – must have a minimum of 75% of the team residing in the Liverpool LGA, club must be based in the Liverpool LGA, and a maximum of three teams per club can be funded in a financial year.

For more information on eligibility and exclusions refer to Section 5: General Eligibility and Exclusions.

### 7.9.5 Assessment criteria

To be considered for a grant, applicants should meet the following criteria:

Evidence the individual/team qualified for a representative sporting event
Information provided on costs associated with participating in the representative event
Evidence that the individual or 75% of the team resides in the Liverpool LGA

### AUTHORISED BY

Council Resolution

### EFFECTIVE FROM

XXXX 2019

### DEPARTMENT RESPONSIBLE

City Community and Culture (Community Development and Planning)

### REVIEW DATE

The policy will be reviewed every two years.

VERSION	AMENDED BY	DATE	TRIM NUMBER
1	Council Resolution	18 October 2010	158320.2014
2	Council Resolution	29 May 2013	097264.2013
3	Council Resolution	31 July 2013	150967.2014
4	Council Resolution	25 February 2014	026269.2014
5	Council Resolution	28 May 2014	126057.2014
6	Council Resolution	30 September 2015	227843.2015
7	Minor changes approved by CEO	12 July 2016	185151.2016
8	Council Resolution	26 April 2017	026648.2017
9	Council Resolution	26 April 2019	

### THIS POLICY WAS DEVELOPED AFTER CONSULTATION WITH

City Community and Culture, Corporate Services (Governance, Legal and Procurement), Infrastructure and Environment.

### REFERENCES

Australian Institute of Grants Management: Grant making Manifesto (2011)  
 Liverpool City Council: Council's Community Strategic Plan  
 Liverpool City Council: Code of Conduct Procedures  
 Liverpool City Council: Social Justice Policy and Ethical Governance, Conflicts of Interest Policy  
 Services: Community Builders Program Guideline (2012)