



## Voluntary Planning Agreement

*Under Section 7.4 of the Environmental Planning and Assessment Act, 1979*

Central Coast Council & Zaychan Pty Ltd

**Central Coast Council** of 2 Hely Street, Wyong in the State of New South Wales

and

**Zaychan Pty Ltd** of Unit 401, 710 Military Road, Mosman in the State of New South Wales

## BACKGROUND

- A. The Proponent owns the Land.
- B. The Proponent wishes to undertake the Development on the Land.
- C. The Proponent intends to:
  - i lodge a Subdivision Certificate application to widen a public road (being the Road Land) and to create a public reserve (being the Corridor Land), it being noted such subdivision may proceed as exempt development pursuant to clause 2.75 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*
  - ii lodge a Development Application for consent to subdivide the Residential Land.
- D. The Proponent has sought the Instrument Change so that the Development is permissible on the Land.
- E. The Proponent agrees, on the terms set out in this Agreement, to:
  - i Undertake works on the Corridor Land and the Road Land prior to transfer of that land to Council;
  - ii Transfer of the Corridor Land and the Road Land to Council, at no cost to Council;
  - iii Pay the Corridor Contribution to Council, as a contribution for the rehabilitation and maintenance of the Corridor Land;
  - iv Pay the Indexed Contribution Amount to Council;
  - v Design and construct the Pump Station Works, at no cost to Council that meets the Council's specifications;
  - vi Pay the Pump Station Contribution to Council, for the operation, maintenance and decommissioning of the Pump Station; and
  - vii Undertake any necessary Fire Trail Works, at no cost to Council, and pay any relevant Fire Trail Maintenance Contribution.

## OPERATIVE PROVISIONS

### 1 PLANNING AGREEMENT UNDER THE ACT

- 1.1 The parties agree that this Agreement is a Planning Agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

### 2 APPLICATION OF THIS AGREEMENT

- 2.1 This Agreement applies to the Development of the Land and the Instrument Change

### 3 OPERATION OF THIS AGREEMENT

- 3.1 This Agreement takes effect once executed by all parties.
- 3.2 For the purposes of s. 7.4(3)(d) of the Act, this Agreement does exclude the operation of s. 7.11, 7.12 of the Act.
- 3.3 Having regard to clause 3.2 above, s. 7.4(3)(e) of the Act does not apply.
- 3.4 For the avoidance of doubt, nothing in this Agreement affects or influences the imposition of contributions under the *Water Management Act 2000* in respect to any development of the Land

### 4 DEFINITIONS AND INTERPRETATION

- 4.1 In this Agreement the following definitions apply:

**Act** means the *Environmental Planning and Assessment Act 1979*.

**Approved Pump Station Works Drawings** means the detailed design and construction drawings for the Pump Station Works that are approved in accordance with cl. 6.2(a) or 6.4(a) of this Agreement.

**Consent** means the consent granted to the development application for Residential Subdivision.

**CPI** means the *Consumer Price Index (All Groups Index) for Sydney* as published by the Australian Statistician.

**Corridor Land** means the part of the Land that is identified in Schedule 2 as "lot 3 – proposed Wadalba Wildlife Corridor".

**Corridor Contribution** means the contribution to be paid pursuant to cl. 5.1 of this Agreement, as calculated in accordance with cl. 5.3 of this Agreement.

**Council** means Central Coast Council and its successors.

**Development** means the Preliminary Subdivision and the Residential Subdivision.

**Development Application** means any development application under Part 4 of the Act seeking consent for the Residential Subdivision.

**Draft Pump Station Works Drawings** means detailed design and construction drawings, in accordance with the specifications set out in Schedule 3 to this Agreement, for the Pump Station Works.

**Fire Trail Works** means any works required for the bushfire protection of any residential development within the Residential Land by the Consent

**Fire Trail Maintenance Contribution** means the contribution required by clause 9.2 of this Agreement.

**Instrument Change** means the amendment of the Wyong LEP 2013 so as to render the Development of the Land permissible, and includes:

- a. Amendment of the Zone Map in the Wyong LEP 2013 to rezone the Corridor Land, Residential Land and Road Land from the "RU6 – Transition" zone to the "E2 Environmental Conservation", "R2 Low Density Residential" and "SP2 Infrastructure" zones respectively; and
- b. Amendment of the Minimum Lot Size Map in the Wyong LEP 2013 so that the minimum lot size for the Corridor Land and the Residential Land will be 400,000m<sup>2</sup> and 450m<sup>2</sup> respectively; and
- c. Amendment of the Urban Release Area Map in the Wyong LEP 2013 to include the Road Land as being land to be acquired for road widening purposes.

**Land** means the land identified as Lot 27 DP 663622, having a street address of 137 Johns Road, Wadalba, NSW and identified on Schedule 1 to this Agreement.

**Parties** mean the Council and the Proponent, including both their successors and assigns.

**Party** means a party to this Agreement including its successors and assigns.

**Preliminary Subdivision** means the subdivision of the Land to:

- a. widen Johns Road by creating the Road Land;
- b. create a public reserve being the Corridor Land; and
- c. establish the remaining land, being the Residential Land, on one allotment.

**Proponent** means Zaychan Pty Ltd (ABN 67080485338), a company having its registered principal place of business at Unit 401, 710 Military Road, Mosman NSW along with any successor(s) in title to the Land.

**Pump Station Works** means the construction of a sewage pump station on the Corridor Land, and the construction of associated infrastructure on or in any land necessary to connect the sewage pump station to necessary utilities and to Council's existing sewer system.

**Pump Station Contribution** means the contribution to be paid pursuant to cl. 5.2 of this Agreement, and calculated in accordance with cl. 5.4 of this Agreement.

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

**Residential Land** means all of the Land except for the Corridor Land and the Road Land.

**Residential Subdivision** means the subdivision of the Residential Land to create allotments suitable for the later erection of housing, with or without associated earthworks and infrastructure works within the Residential Land.

**Road Land** means the part of the Land that is identified in Schedule 2 as lot 2- proposed road.

**Wyong LEP 2013** means the *Wyong Local Environmental Plan 2013*.

**5 PAYMENT OF MONETARY CONTRIBUTIONS**

5.1 The Proponent must pay the Corridor Contribution to the Council on or before the earliest of the following events:

- (a) The transfer of the Corridor Land to Council by the Proponent; or
- (b) The issue of a subdivision certificate for the Residential Subdivision.

5.2 The Proponent must pay the Pump Station Contribution to the Council on or before the earliest of the following events:

- (a) The commencement of construction of the Pump Station on the Corridor Land; or
- (b) The issue of any subdivision certificate for the Residential Subdivision.

5.3 For the purposes of this Agreement, the Corridor Contribution is the amount calculated in accordance with the following formula:

$$\text{Corridor Contribution} = \$175,400 \times \text{CPI-B/CPI-A}$$

where **CPI-A** is the CPI at the date of commencement of this Agreement and **CPI-B** is the CPI at the date of payment.

5.4 For the purposes of this Agreement, the Pump Station Contribution is the amount calculated in accordance with the following formula:

$$\text{Pump Station Contribution} = \$41,063 \times \text{CPI-C/CPI-A}$$

where **CPI-A** is the CPI at the date of commencement of this Agreement and **CPI-C** is the CPI at the date of payment.

5.5 The Parties acknowledge that the Corridor Contribution is to be paid to Council to assist with the rehabilitation and maintenance of the Corridor Land.

5.6 The Proponent must pay the Indexed Contribution Amount for each residential lot in the Residential Subdivision on or before the issue of a subdivision certificate for the Residential Subdivision, in accordance with the following formula:

$$\text{Indexed Contribution Amount} = \$29,660 \times \text{CPI-C/CPI-A}$$

where **CPI-A** is the CPI at the date of commencement of this Agreement and **CPI-C** is the CPI at the date of payment.

5.7 The payment required by Clause 5.6 of this Agreement may be offset by a credit to be given to the Proponent by Council for the transfer of that part of the "Road Land" which is shown by hatching on the map in Schedule 2. The quantum of that credit is to be calculated according to its area (100.12m<sup>2</sup>) multiplied by greater of \$45 per square metre or a rate per square metre introduced by a Contributions Plan that applies to that land at the date of payment.

**6 DESIGN AND CONSTRUCTION OF PUMP STATION AND RELATED INFRASTRUCTURE**

- 6.1 The Proponent must submit Draft Pump Station Works Drawings, along with any necessary studies and reports, to Council as part of the Development Application.
- 6.2 Within 45 days of receipt of Draft Pump Station Works Drawings from the Proponent the Council must notify the Proponent, in writing, whether it:
- (a) Approves the Draft Pump Station Works Drawings; or
  - (b) Requires identified modifications to the Draft Pump Station Works Drawings.
- 6.3 If the Council gives notice to the Proponent pursuant to cl. 6.2(b) that it requires identified modifications to be made to the Draft Pump Station Works Drawings, the Proponent must do one of the following within 21 days of receipt of that notice:
- (a) Submit amended Draft Pump Station Works Drawings to Council that incorporate all of the modifications requested in Council's notice under cl. 6.2(b); or
  - (b) Inform the Council, in writing, that it will not submit amended Draft Pump Station Drawings to Council that incorporate all the modifications requested in Council's notice under cl. 6.2(b).
- 6.4 If the Proponent submits amended Draft Pump Station Works Drawings to Council pursuant to cl. 6.3(a), the Council must do one of the following within 21 days of the date of receipt of those amended Draft Pump Station Works Drawings from the Proponent:
- (a) Advise the Proponent in writing that it approves the amended Draft Pump Station Works Drawings; or
  - (b) Advise the Proponent in writing that it does not approve the amended Draft Pump Station Works Drawings.
- 6.5 The Parties acknowledge that if cl. 6.4(b) applies then there is a dispute concerning the Draft Pump Station Drawings which either Party may seek to resolve pursuant to the dispute resolution procedures set out in clause 13;
- 6.6 Within 24 months of the date of the commencement of the Consent, the Proponent must construct, in a proper and workmanlike manner, the Pump Station Works in accordance with the Approved Pump Station Works Drawings.
- 6.7 The Proponent must secure each of the following in respect to the Pump Station Works it is to undertake pursuant to cl. 6.6:
- (a) all statutory consents, approvals, permits and certificates for the Pump Station Works; and
  - (b) all necessary approvals or permissions from the owner of any land on which any part of the Pump Station Works are to be constructed. For land owned by the Council, the Council shall not withhold its consent and shall apply its best endeavors to provide its approval / permission in a prompt and timely fashion;
  - (c) easements to drain sewage, in accordance with Part 4 of Schedule 4A of the *Conveyancing Act 1919*.
- 6.8 The Proponent must transfer all of its right, title and interest in the constructed Pump Station Works to Council on the practical completion of those works. For the purposes of this cl. 6.8, "practical completion" means the stage when all of the Pump Station Works are complete except for minor defects that do not affect the capability to use the Pump Station Works for their intended purpose and can be rectified without prejudicing the convenient use of those constructed Pump Station Works.
- 6.9 Where there are "minor defects" of the kind set out in cl. 6.8, the Proponent must rectify those minor

defects within 30 days of the date of transfer of the constructed Pump Station Works to Council.

- 6.10 In the event the Proponent fails to comply with its obligations under cl. 6.9 Council may rectify any unresolved defects and recover the cost of such rectification from the Proponent.
- 6.11 The Proponent is to meet its obligations under cl. 6.1, 6.2, 6.3, 6.4, 6.6, 6.7, 6.8 and 6.9 at no cost to Council.
- 6.12 The Council acknowledges that related infrastructure includes basins for the detention and / or treatment of stormwater and that such basin/s may be located on the Corridor Land provided that the environmental impact and performance of the basin/s is assessed by the Council to be satisfactory. For the avoidance of doubt, the Council's decision on related infrastructure and its location is in no way fettered. The Council must be satisfied that any development application for such works warrants approval.

## **7 LAND MANAGEMENT COMMITMENTS**

- 7.1 Prior to the transfer of the Corridor Land and Road Land and at no cost to Council, the Proponent must undertake the following:
- (a) Remove all waste materials and sheds from the Road Land and the Corridor Land.
  - (b) Provide copies of all information and reports held by the Proponent relating to the analysis of soil (including but not limited to nutrients such as phosphates and nitrates) on the Corridor Land and the Road, to assist Council in species selection for replanting areas in the Corridor Land.
  - (c) Recovery and placement of hollow trees from the Residential Land in an appropriate location and in a manner to be agreed with Council for future rehabilitation purposes.
- 7.2 Prior to the issue by Council of a subdivision certificate for the Preliminary Subdivision, the Proponent and one or more officers of the Council must inspect, for the purposes of this agreement, the Land to verify satisfaction of clauses 7.1(a) and 7.1(c).
- 7.3 Within three working days of the inspection carried out pursuant to clause 7.2, the Council must give written notice to the Proponent which either:
- (a) confirms satisfaction of clauses 7.1(a) and 7.1(c); or
  - (b) lists works the Proponent is required to undertake to comply with clauses 7.1(a) and 7.1(c).
- 7.4 If the Council issues a notice pursuant to clause 7.3(b), the Proponent shall undertake the required work and then arrange a further inspection in accordance with clause 7.2.
- 7.5 The Council will not release a subdivision certificate for the Preliminary Subdivision until such time as a notice has been issued under clause 7.3(a).

## **8 TRANSFER OF THE CORRIDOR LAND AND THE ROAD LAND TO COUNCIL**

- 8.1 The Proponent must transfer all of its right, title and interest in the Corridor Land and the Road Land to the Council on or before the issuing of a subdivision certificate for the Residential Subdivision
- 8.2 The Proponent is to meet its obligations under cl. 8.1 at no cost to Council.
- 8.3 In the event that any works required within the Road Land require any offset, contribution, purchase of credit/s or any transaction that has a monetary value under any Commonwealth or State legislation, the Council as the owner or future owner of the Road Land shall be responsible for satisfying the cost of that offset, contribution, purchase of credit/s or other transaction with a monetary value.

**9. Fire Trail Works and Fire Trail Maintenance Contribution**

- 9.1 If the Consent imposes an obligation for the construction of any fire trail on any part of the Residential Land, the construction of any such fire trail is to be carried out by the Proponent at no cost to Council prior to the issue of a subdivision certificate for the Residential Subdivision.
- 9.2 If the Consent imposes an obligation for the construction of any fire trail on any part of the Residential Land, the Proponent must pay the following Fire Trail Maintenance Contribution to the Council prior to the issue of any subdivision certificate in respect to the Residential Subdivision:

**Fire Trail Maintenance Contribution = \$180 x LM x CPI-D/CPI-A**

where:

- **CPI-A** is the CPI at the date of commencement of this Agreement;
- **CPI-D** is the CPI at the date of payment; and
- **LM** is the linear length, in metres, of any such fire trail.

**10 WARRANTIES**

10.1 The Proponent warrants to Council that:

- (a) It is the registered owner of the Land;
- (b) It is able to fully comply with its obligations under this Agreement;
- (c) It has full capacity to enter into this Agreement; and
- (d) There is no legal impediment to it entering into this Agreement, or performing its obligations under this Agreement.

**11 REVIEW OF THIS AGREEMENT**

11.1 Any amendments, variation or modification to or of, or consent to any departure by any Party from the terms of this Agreement shall have no force or effect unless effected by a document executed by the parties following the requirements of Section 7.5 of the Act having been observed.

**12 FURTHER AGREEMENT RELATING TO THIS AGREEMENT**

12.1 The Parties may, at any time and from time to time, enter into agreements relating to the subject matter of this Agreement for the purpose of implementing this Agreement that are not inconsistent with this agreement.



### 13 DISPUTE RESOLUTION

- 13.1 If a dispute arises out of or relates to this Agreement (including any dispute as to the meaning, performance, validity, subject matter, breach or termination of this Agreement or as to any claim in tort, in equity or pursuant to any statute) (**Dispute**), any court or arbitration proceedings shall not be commenced by or against Council, the Proponent or their successors or assigns, relating to the Dispute unless the parties to the Dispute have complied with this clause, except where a Party seeks urgent interlocutory relief.
- 13.2 A Party claiming that a Dispute has arisen under or in relation to this Agreement is to give written notice to the other Party to the Dispute, specifying the nature of the Dispute.
- (a) The Parties agree to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales and to take action to have the Dispute mediated within 7 working days of the receipt of written notice of the Dispute.
  - (b) The Parties agree that the President of the Law Society of New South Wales or the President's nominee will select the mediator and determine the mediator's remuneration.
  - (c) The Parties to the mediation will be jointly responsible for the fees of the mediation and each Party shall bear its own costs.
  - (d) The Parties may, but are not required, to enter into a written agreement before mediating a Dispute.
  - (e) If any procedural aspects are not specified sufficiently in the rules under this clause 13, the Parties agree to conduct the mediation regarding those aspects in accordance with the determination of the mediator whose decision regarding those aspects is final and binding on the Parties.
  - (f) A legal representative acting for either of the Parties may participate in the mediation.
- 13.3 From the time when a notice of Dispute is served, neither Party shall take action to terminate this Agreement, until after the conclusion of the mediation.
- 13.4 Should mediation fail to resolve any dispute then the dispute shall be determined by arbitration pursuant to the *Commercial Arbitration Act 2010* and the General Manager of the Council shall request the President for the time being of the Law Society of New South Wales to appoint an arbitrator to carry out such arbitration in accordance with the provisions of such Act.
- 13.5 Despite clause 13.1, either Council or the Proponent may institute court proceedings to seek urgent equitable relief in relation to a dispute or difference arising out of or in connection with this Agreement.

### 14 COSTS

- 14.1 The Proponent agrees to pay or reimburse the costs of Council in connection with the:
- (a) Negotiation, preparation and execution of this planning agreement, to a maximum of \$2,500.00.
  - (b) Advertising and exhibiting this planning agreement in accordance with the Act, to a maximum of \$350.00, and
  - (c) All costs related to registration of this planning agreement where required, within 7 working days after receipt of a tax invoice from Council.

**15 REGISTRATION OF THIS AGREEMENT**

- 15.1 The parties agree to register this Agreement for the purposes of s. 7.6(1) of the Act.
- 15.2 On execution, the Proponent is to provide Council with each of the following, at no cost to Council:
- (a) An instrument in registrable form requesting registration of this Agreement on the title to the Land duly executed by the Proponent, and
  - (b) The written and irrevocable consent of each person to referred in s. 7.6H(1) of the Act to that registration; and
  - (c) Production of the certificate of title for the Land, for the purpose of procuring the registration of this Agreement.
- 15.3 The Proponent is to do such other things as are reasonably necessary to remove any notation relating to this Agreement from the title to the Land once the Proponent has completed its obligations under this Agreement or this Agreement is terminated or otherwise comes to an end for any other reason. To the extent that the Council's co-operation is required to enable the Proponent to comply with this clause, such co-operation shall be promptly provided.

**16 NOTICES**

16.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) Delivered or posted to that Party at its address set out in (b) below.
- (b) Faxed or emailed to that Party at the relevant details set out below.

**(i) Council: Central Coast Council**

Attention: Chief Executive Officer Address: PO Box 20, WYONG NSW 2259  
Fax No: (02) 4350 2098  
Email: [ask@centralcoast.nsw.gov.au](mailto:ask@centralcoast.nsw.gov.au)

**(ii) Proponent: Zaychan Pty Ltd**

C/- Swaab Attorneys  
Attention: Colin McFadzean  
Address: Level 1, 20 Hunter Street,  
SYDNEY NSW 2000  
Email: [csm@swaab.com.au](mailto:csm@swaab.com.au)

16.2 If a Party gives the other Party 3 working days' notice of a change of its address, fax number or email address, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, faxed or emailed to the latest address, fax number or email address.

16.3 Any notice, consent, information, application or request is to be treated or given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, 2 working days after it is posted.
- (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- (d) If it is sent by email, as soon as the email was issued, unless the sender receives notice of the email not having been delivered.

16.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if it is on a business day, after 5.00pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

## **17 ENTIRE AGREEMENT**

17.1 This Agreement contains everything to which the parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party before this Agreement was executed, except as permitted by law.

## **18 FURTHER ACTS**

18.1 Each Party agrees to promptly execute all documents and do all such things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

## **19 GOVERNING LAW AND JURISDICTION**

19.1 This Agreement is governed by the law of New South Wales, Australia. The parties submit to the nonexclusive jurisdiction of its Courts and Courts of appeal from them. The parties will not object to the exercise of jurisdiction by those Courts on any basis provided that the dispute resolution provisions in clause 13 of this Agreement have first been satisfied.

## **20 NO FETTER**

20.1 Nothing in this Agreement is to be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

## **21 SEVERABILITY**

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

**22 WAIVER**

22.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

**23 EXPLANATORY NOTE**

23.1 The Appendix contains the Explanatory Note relating to this Agreement required by Clause 25E of the Regulation.


23.2 Pursuant to Clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Agreement.

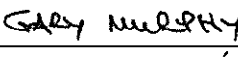
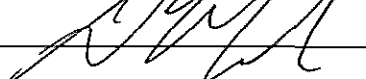
**EXECUTION PANEL**


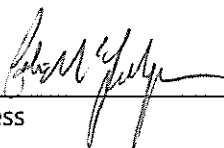
**EXECUTED** as a Voluntary Planning Agreement

Date:

Pursuant to a resolution of the former Wyong Shire Council made on the 10<sup>th</sup> day of December 2014, which has effect by the operation of Clause 17 of the Local Government (Council Amalgamations) Proclamation 2016.

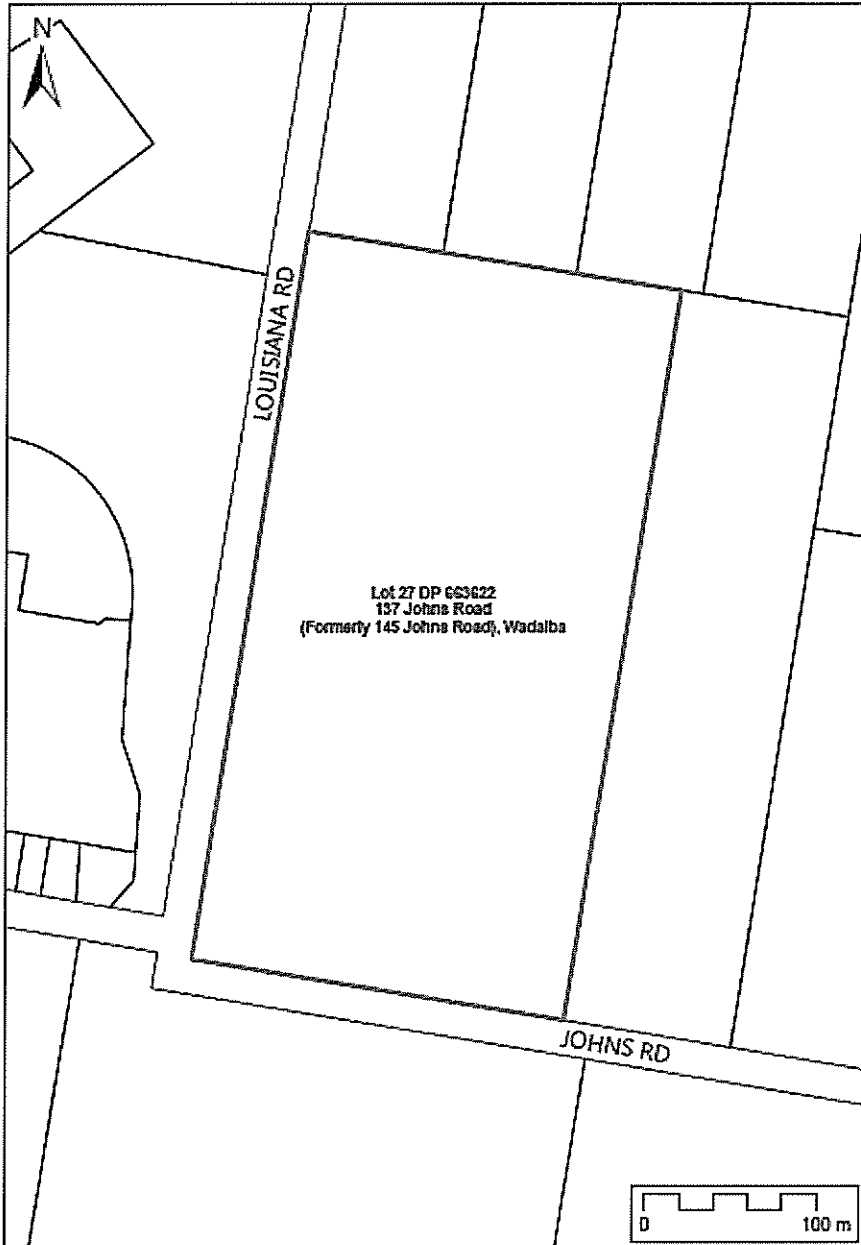
  
Acting Chief Executive Officer DEBORAH MARKS  
Witness

Brian Glendenning   
Name 13.08.2018   
Name

  
Director 28.03.2018   
Witness

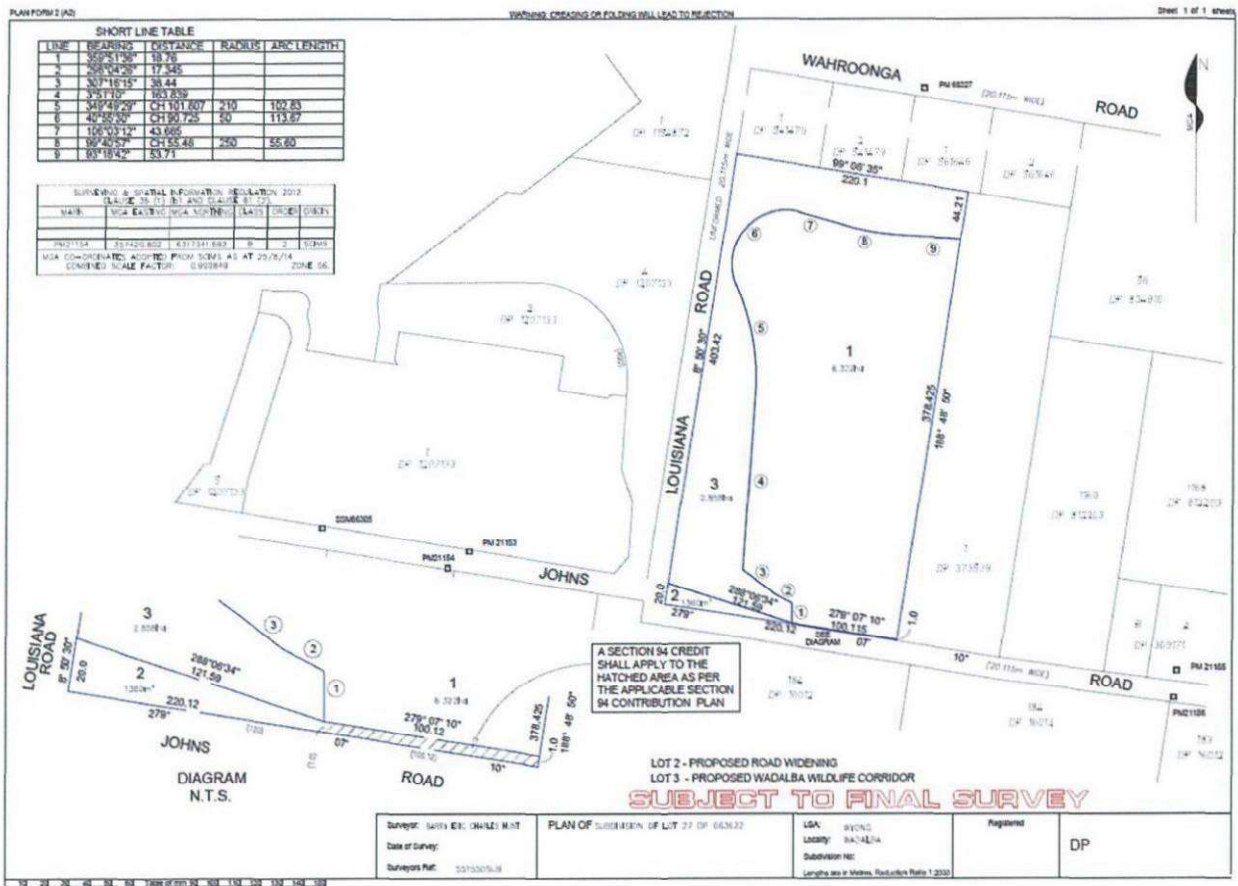
BRUCE ROBERT GRANT Colin McErdman, solicitor  
Name Name

**SCHEDULE 1 – THE LAND**



*Handwritten signature or initials.*

**SCHEDULE 2 – PROPOSED PLAN OF SUBDIVISION**



## SCHEDULE 3 – PUMP STATION SPECIFICATION

### Appropriate Standard(s)

- Design to generally follow the WSAA Sewerage Pumping Station Code of Australia (SWC Edition).
- Four hour hold time required between Top Water Level and Overflow Level. Otherwise provision of permanent standby diesel pump is required.
- Council's existing functional description for operational setpoints/alarms
- "Temporary" stations cannot be guaranteed to be temporary and are to be designed as per a permanent station. Future refurbishment of temporary stations should not become a burden on the rest of the community.
- Septicity control required where detention time exceeds four hours. Average dry weather flow used in calculation to be 240L/EP/day @ 2.4EP/ET.
- Pump arrangement and rising main selection to be duty/standby, Xylem N series pumps with regard given to septicity, slime control and water hammer considerations when designing the rising main.
- Valves (Stop valves and Reflux Valves, Bypass Tee, Scour Valve) to be located in external valve pit.
- Council to provide existing specifications for use by the designer.
- The access road and site general arrangement must allow council's design vehicle (fitter's crane truck) to legally enter the site and access the pumps/valves using the truck mounted crane. Turning templates and crane details will be provided by Council.

### Electrical Design

- Design in accordance with Council's Standard Specifications for New Electrical Assets (ES-01)
- Council has a standard switchboard design for all sites up to 45kW. Small sites (<5kW) to utilise DOL starters rather than soft starters.
- Instrumentation required as described in SPS functional description and ES-01.

### Access Covers

- WSC Standard aluminium lid design and locking arrangement to be modified to suit proposed opening size.

### Internal Ladders/Platforms

- Generally single stainless steel vertical ladder to be provided with no internal platforms or ladder cages.

## APPENDIX

(Clause 20)

*Environmental Planning and Assessment Regulation 2000*

(Clause 25E)

### EXPLANATORY NOTE Voluntary Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act, 1979*

#### Parties

**Central Coast Council** (ABN73 149 644 003) of Council Chambers, 2 Hely Street, WYONG 2259, in the State of New South Wales (**Council**)

and

**Zaychan Pty Ltd** (ABN 67080485338; ACN 080485338) (Mr Bruce Robert Grant - Director) of Unit 401, 710 Military Road, MOSMAN 2088 (PO Box 137, SYLVANNIA SOUTHGATE), in the State of New South Wales (**Proponent**)

#### Description of the Land to which the Planning Agreement Applies

Lot 27 DP 663236 also known as 137 Johns Road, Wadalba.

#### Description of Proposed Development

Development means the subdivision of the land to create a wildlife corridor, road and land for residential housing.

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

##### Objectives of the Agreement

The objective of the Agreement is to specify the funding arrangements and land transfer requirements for land to be transferred into Council ownership for embellishment of the Wadalba Wildlife Corridor, future road widening and the operation; maintenance and decommissioning of a temporary sewer pump station to service the development.

##### Nature of the Planning Agreement

The Agreement is a planning agreement under s7.4 of the *Environmental Planning and Assessment Act 1979* (Act). It is an agreement between the Council and the Proponent. The Agreement is a voluntary agreement under which provisions are made by the Proponent for the provision of infrastructure and conservation or enhancement of the natural environment s7.4(2)(f).



### Effect of the Agreement

#### The Agreement:

- relates to the Instrument Change,
- relates to the carrying out by the Proponent of the Development on the Land,
- Excludes the application of s7.12, s7.11 to the Development
- requires the Proponent to pay monetary contributions to Council for the operation, maintenance and decommissioning of a temporary sewer pumping station to service the future development in addition to funding the rehabilitation and ongoing maintenance of land adjoining the Wadalba Wildlife corridor. The agreement also requires the transfer of land into Council ownership for conservation and road widening purposes.
- is to be registered on the title to the Land,
- provides dispute resolution methods for a dispute under the Agreement, being mediation and arbitration, and
- provides that the Agreement is governed by the law of New South Wales.

### Assessment of the Merits of the Agreement

#### Planning Purposes Served by the Agreement

The Agreement provides for the provision of infrastructure to meet the demands generated by the development for new infrastructure, and provides for environmental conservation outcomes to the broader region through contribution of land to the Wadalba Wildlife Corridor.

#### How the Agreement Promotes the Public Interest

The Agreement promotes the public interest and objects of the Act including:

- the proper management, development and conservation of natural and artificial resources, including agricultural land, natural areas, forests, minerals, water, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment,
- the promotion and co-ordination of the orderly and economic use and development of land, and
- the protection of the environment, including the protection and conservation of native animals and plants, including threatened species, populations and ecological communities, and their habitats.

#### For Planning Authorities:

##### *Development Corporations – How the Agreement Promotes its Statutory Responsibilities*

Not Applicable.

##### *Other Public Authorities – How the Agreement Promotes the Objects of the Act under which it is Constituted*

Not Applicable.



***Councils – How the Agreement Promotes the Council's Charter***

The Agreement promotes the following elements of the Council's Charter:

- to properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development

***Whether the Agreement Conforms with Council's Capital Works Program***

Not Applicable

***Whether the Agreement specifies that certain requirements be complied with before issuing a Development Approval, Construction Certificate, Subdivision Certificate or Occupation Certificate***

Yes.

The Agreement specifies that the following is required:

- (a) Undertaking specified land management actions prior to the transfer of the Corridor Land and Road Land to Council.
- (b) Payment of any contribution for the restoration and maintenance of the Transfer Land Corridor Land (excluding that portion of the Transfer Land proposed for a future road splay) prior to the transfer of the Corridor Land to Council or a Subdivision Certification for the residential subdivision.
- (c) Proponent must submit Draft Pump Station Works Drawings, along with any necessary studies and reports, to Council as part of a future development application for the subdivision of the land.
- (d) Payment of the pump station contribution prior to a subdivision certificate for the residential subdivision
- (e) Construct the pumps station within 24 months of the development consent for the residential subdivision
- (f) Transfer title for the Corridor Land and Road Land prior to a subdivision certificate for the residential subdivision
- (g) Construct a fire trail (if required as a condition of development consent for subdivision) and pay a fire trail contribution (if required) prior to the subdivision certificate for the residential subdivision.