



AGENDA DEVELOPMENT AND ENVIRONMENT COMMITTEE 8 FEBRUARY 2021

MEMBERSHIP: Councillors J Diffey, V Etheridge, D Grant, D Gumley, A Jones, S Lawrence, G Mohr, K Parker, J Ryan and B Shields.

The meeting is scheduled to commence at 5:30pm.

		Page
DEC21/1	LEAVE OF ABSENCE (ID21/156)	
DEC21/2	BUILDING SUMMARY - DECEMBER 2020 AND JANUARY 2021 (ID21/22) The Committee had before it the report dated 27 January 2021 from the Director Development and Environment regarding Building Summary - December 2020 and January 2021.	2
DEC21/3	PLANNING PROPOSAL POLICY - RESULTS OF PUBLIC EXHIBITION (ID20/1520) The Committee had before it the report dated 20 January 2021 from the Manager Growth Planning regarding Planning Proposal Policy - Results of Public Exhibition.	20
DEC21/4	PLANNING PROPOSAL (R20-1) - SOUTHLAKES ESTATE - RESULTS OF PUBLIC EXHIBITION (ID21/12) The Committee had before it the report dated 22 January 2021 from the Manager Growth Planning regarding Planning Proposal (R20-1) - Southlakes Estate - Results of Public Exhibition. <i>Please note, the Planning Proposal has been included under separate cover.</i>	28
DEC21/5	DRAFT PLANNING AGREEMENT - RAAF BASE (ID21/42) The Committee had before it the report dated 25 January 2021 from the Manager Growth Planning regarding Draft Planning Agreement - RAAF Base.	35



DUBBO REGIONAL
COUNCIL

REPORT: Building Summary - December 2020 and January 2021

AUTHOR: Director Development and
Environment
REPORT DATE: 27 January 2021
TRIM REFERENCE: ID21/22

EXECUTIVE SUMMARY

Information has been prepared on the statistics of the number of dwellings and other residential development approved in the Dubbo Regional Local Government Area (LGA) together with statistics for total approved Development Applications for the information of Council.

Appendix 1 relates specifically to residential approval figures, and includes both historical and current financial year data relating to the Dubbo Regional LGA. **Appendices 2 to 9** include both the current and retrospective figures for all development types approved within the Dubbo Regional LGA for the financial years stated.

All development applications, construction certificates and complying development certificates can be tracked online at <https://planning.dubbo.nsw.gov.au/Home/Disclaimer>.

FINANCIAL IMPLICATIONS

There are no financial implications arising from this report.

POLICY IMPLICATIONS

There are no policy implications arising from this report.

RECOMMENDATION

That the information contained within the report of the Director Development and Environment dated 27 January 2021, be noted.

Stephen Wallace
Director Development and Environment

REPORT

Provided, for information, are the latest statistics (as at the time of production of this report) for Development Applications for Dubbo Regional Council.

1. Residential Building Summary

Dwellings and other residential developments approved during December 2020 and January 2021 were as follows:

December

Single dwellings	46
Other residential development (No. of units)	15 35

January

Single dwellings	18
Other residential development (No. of units)	2 5

For consistency with land use definitions included in the Local Environmental Plan (LEP), residential development has been separated into 'Single Dwellings' (defined in the LEP as 'dwelling house') and 'Other residential development' (comprising 'dual occupancies', 'secondary dwellings', 'multi dwelling housing', 'seniors housing', 'shop top housing' and 'residential flat buildings').

These figures include development applications approved by private certifying authorities (in the form of Complying Development Certificates).

A summary of residential approvals for the former Dubbo City Council area since 2011-2012 is included in **Appendix 1**. However, it should be noted that the figures from July 2017 onwards include the approvals within the former Wellington Local Government Area as a consequence of the commencement of the merged application system.

2. Approved Development Applications

The total number of approved Development Applications (including Complying Development Certificates) for December 2020 and January 2021, a comparison with figures 12 months prior and the total for the respective financial years, are as follows:

	<u>1 December 2020 – 31 December 2020</u>	<u>1 December 2019 to 31 December 2019</u>
No. of applications	117	46
Value	\$24,914,595	\$9,030,926
	<u>1 July 2020 – 31 December 2020</u>	<u>1 July 2019 – 31 December 2019</u>
No. of applications	494	388
Value	\$94,577,403	\$83,777,105

	<u>1 January 2021 – 31 January 2021</u>	<u>1 January 2020 to 31 January 2020</u>
No. of applications	38	52
Value	\$15,098,558	\$20,072,212

	<u>1 July 2020 – 31 January 2021</u>	<u>1 July 2019 – 31 January 2020</u>
No. of applications	532	440
Value	\$109,675,961	\$103,849,317

A summary breakdown of the figures is included in **Appendices 2-9**.

3. Online Application Tracking

All development applications, construction certificates and complying development certificates are tracked online and can be accessed at any time. A link is available on Councillor iPads for assistance (<https://planning.dubbo.nsw.gov.au/Home/Disclaimer>).

What information is available?

- All development applications, construction certificates and complying development certificates submitted from 1 November 2015 will provide access to submitted plans and supporting documents as well as tracking details of the progress of the application.
- More limited information is provided for applications submitted from 1 January 2001 to 31 October 2015.
- Occupation certificates (where issued) are provided from 2010.

What information is not available?

- Application forms.
- Floor plans for residential dwellings.
- Documentation associated with privately certified applications.
- Internal reports.

Councillors are welcome to contact me should they require further information in respect of outstanding Development Applications emanating from the online tracking system.

The information included in this report is provided for notation.

Appendices:

- 1 [↓](#) Building Summary - December 2020 to January 2021
- 2 [↓](#) Approved Applications - December 2020
- 3 [↓](#) Approved Applications - December 2019
- 4 [↓](#) Approved Applications 1 July 2020 to 31 December 2020
- 5 [↓](#) Approved Applications - 1 July 2019 to 31 December 2019
- 6 [↓](#) Approved Applications - January 2021
- 7 [↓](#) Approved Applications - January 2020
- 8 [↓](#) Approved Applications - 1 July 2020 to 31 January 2021
- 9 [↓](#) Approved Applications - 1 July 2019 to 31 January 2020

STATISTICAL INFORMATION ON *SINGLE DWELLINGS AND **OTHER RESIDENTIAL DEVELOPMENTS

		JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
DCC	2011/2012													
	Single Dwellings	6	12	10	6	7	16	4	16	12	8	12	9	118
	Other Residential Developments (No of units)	1 (14)	1 (2)	- (-)	1 (1)	2 (4)	2 (3)	- (-)	- (-)	- (-)	- (-)	- (-)	1 (16)	8 (40)
DCC	2012/2013													
	Single Dwellings	3	7	14	13	9	3	9	9	13	13	15	13	121
	Other Residential Developments (No of units)	4 (8)	6 (6)	- (-)	- (-)	1 (2)	9 (11)	- (-)	- (-)	1 (2)	- (-)	2 (39)	- (-)	23 (68)
DCC	2013/2014***													
	Single Dwellings	23	17	25	20	14	15	19	10	18	14	19	14	208
	Other Residential Developments (No of units)	- (-)	1 (2)	1 (2)	- (-)	- (-)	1 (2)	4 (46)	2 (1)	1 (2)	2 (4)	- (-)	3 (6)	15 (65)
DCC	2014/2015***													
	Single Dwellings	19	34	19	21	13	16	14	12	20	19	15	20	222
	Other Residential Developments (No of units)	3 (6)	1 (2)	6 (31)	5 (50)	6 (6)	12 (21)	- (-)	4 (87)	2 (4)	1 (1)	9 (25)	5 (10)	54 (243)
DCC	2015/2016***													
	Single Dwellings	27	20	26	19	21	26	19	14	16	17	17	22	244
	Other Residential Developments (No of units)	6 (50)	8 (98)	8 (12)	4 (7)	1 (2)	3 (5)	3 (18)	3 (4)	3 (5)	5 (14)	3 (6)	8 (23)	55 (244)
DCC	2016/2017***													
	Single Dwellings	24	13	17	18	12	21	16	18	18	14	18	36	225
	Other Residential Developments (No of units)	8 (10)	5 (10)	7 (13)	4 (7)	6 (10)	5 (16)	3 (6)	2 (75)	1 (2)	5 (8)	4 (13)	7 (14)	57 (184)
DRC	2017/2018***													
	Single Dwellings	26	21	13	12	16	19	4	22	16	21	22	16	208
	Other Residential Developments (No of units)	6 (11)	9 (16)	2 (3)	1 (2)	9 (16)	1 (2)	5 (8)	5 (5)	11 (23)	1 (2)	3 (3)	5 (9)	58 (100)
DRC	2018/2019***													
	Single Dwellings	15	26	13	7	17	8	19	5	8	11	19	6	154
	Other Residential Developments (No of units)	3 (4)	4 (7)	3 (5)	- (-)	6 (11)	2 (29)	2 (4)	1 (1)	5 (12)	7 (25)	9 (15)	5 (10)	47 (123)

		JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
	2019/2020***													
DRC	Single Dwellings	16	11	8	18	27	14	4	5	10	8	8	8	137
	Other Residential Developments	4	4	3	4	11	6	1	4	2	1	1	1	42
	(No of units)	(8)	(7)	(6)	(7)	(19)	(10)	(2)	(7)	(2)	(2)	(2)	(1)	(73)
	2020/2021***													
DRC	Single Dwellings	7	17	21	12	20	46	18						141
	Other Residential Developments	5	2	5	6	3	15	2						23
	(No of units)	(7)	(4)	(11)	(10)	(4)	(35)	(5)						(76)

* Single Dwellings = Single 'Dwelling House'

** Other Residential Developments = Dual occupancies, secondary dwellings, multi dwelling housing, seniors housing, shop top housing and residential flat buildings

*** Includes private certifiers



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**Approved Development & Complying Development Applications
 by Dubbo Regional Council and Private Certifiers-Period 1/12/2020 - 31/12/2020**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Dwelling - single	60	16,879,468	46	14,095,968	14	2,783,500	46	
Dwelling - Secondary/Dual Occ Dwelling	11	3,155,590	11	3,155,590			20	
Dwelling - Dual Occupancy, one storey	3	1,142,000	3	1,142,000			5	
Medium Density Res - Seniors Living SEPP	1	2,400,000	1	2,400,000			10	
Garage/Carport/Roofed Outbuildings	26	378,037	25	358,956	1	19,081		
Swimming Pool	8	130,000	8	130,000				
Office & Retail Building	1	45,000			1	45,000		
Factory/Production Building	1	126,500	1	126,500				
Warehouse/storage	1	500,000	1	500,000				
Signs/Advertising Structure	2	35,000	2	35,000				
Demolition	1	21,000			1	21,000		
Change of Use - Commercial	1	10,000			1	10,000		
Parks/Reserves	1	72,000	1	72,000				
Subdivision - Residential	4	0						8
Subdivision - Rural	1	0						2
Miscellaneous	2	20,000	2	20,000				
Totals for Development Types	124	24,914,595						

Total Number of Applications for this period: 117

*** Note: There may be more than one Development Type per Development Application
 Statistics include applications by Private Certifiers

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**Approved Development & Complying Development Applications
 by Dubbo Regional Council and Private Certifiers-Period 1/12/2019 - 31/12/2019**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Dwelling - single	16	6,063,133	14	5,693,133	2	370,000	14	
Dwelling - Secondary/Dual Occ Dwelling	5	1,005,000	5	1,005,000			8	
Dwelling - Dual Occupancy, one storey	1	375,000	1	375,000			2	
Garage/Carport/Roofed Outbuildings	12	224,434	12	224,434				
Swimming Pool	2	66,000	2	66,000				
Office Building	1	20,000			1	20,000		
Hotels	1	60,000			1	60,000		
Infrastructure - Transport, Utilities	1	172,059	1	172,059				
Entertainment/Recreational Building	1	0	1					
Signs/Advertising Structure	1	75,000	1	75,000				
Home Business	1	0			1			
Tourism Development	1	655,000			1	655,000		
Subdivision - Residential	1	0						2
Subdivision - Other	1	5,000						
Miscellaneous	2	310,300	2	310,300				
Totals for Development Types	47	9,030,926						

Total Number of Applications for this period: 46

*** Note: There may be more than one Development Type per Development Application
 Statistics include applications by Private Certifiers

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**Approved Development & Complying Development Applications
 by Dubbo Regional Council and Private Certifiers-Period 1/07/2020 - 31/12/2020**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Dwelling - single	194	58,003,875	145	50,406,195	49	7,597,680	146	1
Dwelling- Transportable/Relocatable	3	601,777	3	601,777			3	
Dwelling - Secondary/Dual Occ Dwelling	30	8,698,364	30	8,698,364			50	
Dwelling - Dual Occupancy, one storey	8	3,002,000	8	3,002,000			14	
Dwelling - Dual Occupancy, >one storey	1	570,000	1	570,000			3	
Medium Density Res - one/two storeys	1	1,000,000	1	1,000,000			4	
Medium Density Res - Seniors Living SEPP	1	2,400,000	1	2,400,000			10	
Garage/Carport/Roofed Outbuildings	139	3,248,562	135	3,175,481	4	73,081		
Fences/Unroofed Structures	4	58,750	3	39,500	1	19,250		
Swimming Pool	55	1,474,422	55	1,474,422				
Office Building	7	1,076,773			7	1,076,773		
Retail Building	7	875,325			7	875,325		
Hotels	1	460,000			1	460,000		
Office & Retail Building	3	69,500	1	10,000	2	59,500		
Factory/Production Building	6	2,946,247	2	494,000	4	2,452,247		
Warehouse/storage	4	1,750,000	4	1,750,000				
Infrastructure - Transport, Utilities	2	280,000	2	280,000				
Educational Building	2	1,924,500	1	1,900,000	1	24,500		
Place of Worship	1	1,000,000			1	1,000,000		
Community/Public Building	1	80,000			1	80,000		
Signs/Advertising Structure	11	370,015	8	309,815	3	60,200		
Demolition	5	58,000	1	2,000	4	56,000		

**Approved Development & Complying Development Applications
by Dubbo Regional Council and Private Certifiers-Period 1/07/2020 - 31/12/2020**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Change of Use - Commercial	7	210,000	3	70,000	4	140,000		
Change of Use - Industrial	1	0			1			
Agricultural Development	1	300,000	1	300,000				
Parks/Reserves	1	72,000	1	72,000				
Subdivision - Residential	16	3,101,000	1					2
Subdivision - Commercial	1	27,000						2
Subdivision - Industrial	3	828,000						8
Subdivision - Rural	2	10,000						2
Miscellaneous	4	64,000	2	20,000	2	44,000		
Alterations and additions to commercial	1	17,293			1	17,293		
Totals for Development Types	523	94,577,403						

Total Number of Applications for this period: 494

*** Note: There may be more than one Development Type per Development Application
Statistics include applications by Private Certifiers

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**Approved Development & Complying Development Applications
 by Dubbo Regional Council and Private Certifiers-Period 1/07/2019 - 31/12/2019**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Dwelling - single	124	37,389,396	103	35,332,979	21	2,056,417	103	
Dwelling- Transportable/Relocatable	1	269,100	1	269,100			1	
Dwelling - Secondary/Dual Occ Dwelling	27	6,632,169	27	6,632,169			46	
Dwelling - Dual Occupancy, one storey	11	4,445,000	11	4,445,000			20	
Dwelling - Dual Occupancy, >one storey	1	795,625	1	795,625			2	
Garage/Carport/Roofed Outbuildings	105	1,686,704	89	1,349,690	16	337,014		
Fences/Unroofed Structures	5	51,500	5	51,500				
Swimming Pool	39	1,180,145	39	1,180,145				
Office Building	9	1,502,000	3	1,110,000	6	392,000		
Retail Building	9	3,525,014	2	1,900,000	7	1,625,014		
Hotels	2	95,000			2	95,000		
Hostels, Boarding House	1	10,000			1	10,000		
Factory/Production Building	4	2,050,000	3	1,570,000	1	480,000		
Warehouse/storage	4	2,047,000	4	2,047,000				
Infrastructure - Transport, Utilities	6	416,493	3	233,480	3	183,013		
Health Care Facility - Other	1	15,000	1	15,000				
Educational Building	2	4,500,000	1	4,500,000	1			
Entertainment/Recreational Building	2	119,632	1		1	119,632		
Community/Public Building	4	900,000	2	700,000	2	200,000		
Signs/Advertising Structure	6	209,300	5	186,500	1	22,800		
Demolition	5	83,109	2		3	83,109		
Home Business	2	0			2			

**Approved Development & Complying Development Applications
by Dubbo Regional Council and Private Certifiers-Period 1/07/2019 - 31/12/2019**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Change of Use - Commercial	11	283,120	5	21,800	6	261,320		
Tourism Development	1	655,000			1	655,000		
Subdivision - Residential	15	11,610,000	3	1,070,000				18
Subdivision - Commercial	3	2,055,898						2
Subdivision - Industrial	1	5,600						
Subdivision - Rural	2	0						6
Subdivision - Other	1	5,000						
Miscellaneous	5	1,240,300	5	1,240,300				
Totals for Development Types	409	83,777,105						

Total Number of Applications for this period: 388

*** Note: There may be more than one Development Type per Development Application
Statistics include applications by Private Certifiers

----- End of Report -----



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Approved Development & Complying Development Applications
by Dubbo Regional Council and Private Certifiers-Period 1/01/2021 - 31/01/2021

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Dwelling - single	19	5,955,908	18	5,790,908	1	165,000	18	
Dwelling - Dual Occupancy, one storey	1	509,200	1	509,200			2	
Medium Density Res - one/two storeys	1	1,000,000	1	1,000,000			3	
Garage/Carport/Roofed Outbuildings	6	84,750	6	84,750				
Swimming Pool	5	143,700	5	143,700				
Retail Building	1	4,000,000	1	4,000,000				
Office & Retail Building	1	1,350,000	1	1,350,000				
Warehouse/storage	1	120,000	1	120,000				
Change of Use - Industrial	1	0			1			
Subdivision - Residential	3	80,000						10
Subdivision - Rural	1	0						2
Miscellaneous	1	1,855,000	1	1,855,000				
Totals for Development Types	41	15,098,558						

Total Number of Applications for this period: 38

*** Note: There may be more than one Development Type per Development Application
Statistics include applications by Private Certifiers

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**Approved Development & Complying Development Applications
by Dubbo Regional Council and Private Certifiers-Period 1/01/2020 - 31/01/2020**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Dwelling - single	13	3,050,763	10	2,725,848	3	324,915	10	
Dwelling - Secondary/Dual Occ Dwelling	1	400,000	1	400,000			2	
Dwelling - Dual Occupancy, one storey	3	1,363,000	3	1,363,000			6	
Garage/Carport/Roofed Outbuildings	15	246,603	15	246,603				
Swimming Pool	8	232,850	8	232,850				
Retail Building	2	218,996			2	218,996		
Educational Building	1	74,000			1	74,000		
Demolition	1	23,000			1	23,000		
Change of Use - Commercial	2	0	1		1			
Tourism Development	1	2,800,000	1	2,800,000				
Subdivision - Residential	3	11,644,000	1	11,614,000				5
Subdivision - Industrial	1	0						4
Subdivision - Other	1	4,000						
Miscellaneous	1	15,000			1	15,000		
Totals for Development Types	53	20,072,212						

Total Number of Applications for this period: 52

*** Note: There may be more than one Development Type per Development Application
Statistics include applications by Private Certifiers

----- End of Report -----



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**Approved Development & Complying Development Applications
 by Dubbo Regional Council and Private Certifiers-Period 1/07/2020 - 31/01/2021**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Dwelling - single	213	63,959,783	163	56,197,103	50	7,762,680	164	1
Dwelling- Transportable/Relocatable	3	601,777	3	601,777			3	
Dwelling - Secondary/Dual Occ Dwelling	30	8,698,364	30	8,698,364			50	
Dwelling - Dual Occupancy, one storey	9	3,511,200	9	3,511,200			16	
Dwelling - Dual Occupancy, >one storey	1	570,000	1	570,000			3	
Medium Density Res - one/two storeys	2	2,000,000	2	2,000,000			7	
Medium Density Res - Seniors Living SEPP	1	2,400,000	1	2,400,000			10	
Garage/ Carport/Roofed Outbuildings	145	3,333,312	141	3,260,231	4	73,081		
Fences/Unroofed Structures	4	58,750	3	39,500	1	19,250		
Swimming Pool	60	1,618,122	60	1,618,122				
Office Building	7	1,076,773			7	1,076,773		
Retail Building	8	4,875,325	1	4,000,000	7	875,325		
Hotels	1	460,000			1	460,000		
Office & Retail Building	4	1,419,500	2	1,360,000	2	59,500		
Factory/Production Building	6	2,946,247	2	494,000	4	2,452,247		
Warehouse/storage	5	1,870,000	5	1,870,000				
Infrastructure - Transport, Utilities	2	280,000	2	280,000				
Educational Building	2	1,924,500	1	1,900,000	1	24,500		
Place of Worship	1	1,000,000			1	1,000,000		
Community/Public Building	1	80,000			1	80,000		
Signs/Advertising Structure	11	370,015	8	309,815	3	60,200		
Demolition	5	58,000	1	2,000	4	56,000		

**Approved Development & Complying Development Applications
by Dubbo Regional Council and Private Certifiers-Period 1/07/2020 - 31/01/2021**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Change of Use - Commercial	7	210,000	3	70,000	4	140,000		
Change of Use - Industrial	2	0			2			
Agricultural Development	1	300,000	1	300,000				
Parks/Reserves	1	72,000	1	72,000				
Subdivision - Residential	19	3,181,000	1					2
Subdivision - Commercial	1	27,000						2
Subdivision - Industrial	3	828,000						8
Subdivision - Rural	3	10,000						4
Miscellaneous	5	1,919,000	3	1,875,000	2	44,000		
Alterations and additions to commercial	1	17,293			1	17,293		
Totals for Development Types	564	109,675,961						

Total Number of Applications for this period: 532

*** Note: There may be more than one Development Type per Development Application
Statistics include applications by Private Certifiers

----- End of Report -----



Civic Administration Building
 P.O. Box 81 Dubbo NSW 2830
 T (02) 6801 4000
 F (02) 6801 4259
 ABN 53 539 070 928

Print Date: 27/01/2021

Print Time: 10:30:05AM

**Approved Development & Complying Development Applications
 by Dubbo Regional Council and Private Certifiers-Period 1/07/2019 - 31/01/2020**

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Dwelling - single	137	40,440,159	113	38,058,827	24	2,381,332	113	
Dwelling- Transportable/Relocatable	1	269,100	1	269,100			1	
Dwelling - Secondary/Dual Occ Dwelling	28	7,032,169	28	7,032,169			48	
Dwelling - Dual Occupancy, one storey	14	5,808,000	14	5,808,000			26	
Dwelling - Dual Occupancy, >one storey	1	795,625	1	795,625			2	
Garage/Carport/Roofed Outbuildings	120	1,933,307	104	1,596,293	16	337,014		
Fences/Unroofed Structures	5	51,500	5	51,500				
Swimming Pool	47	1,412,995	47	1,412,995				
Office Building	9	1,502,000	3	1,110,000	6	392,000		
Retail Building	11	3,744,010	2	1,900,000	9	1,844,010		
Hotels	2	95,000			2	95,000		
Hostels, Boarding House	1	10,000			1	10,000		
Factory/Production Building	4	2,050,000	3	1,570,000	1	480,000		
Warehouse/storage	4	2,047,000	4	2,047,000				
Infrastructure - Transport, Utilities	6	416,493	3	233,480	3	183,013		
Health Care Facility - Other	1	15,000	1	15,000				
Educational Building	3	4,574,000	1	4,500,000	2	74,000		
Entertainment/Recreational Building	2	119,632	1		1	119,632		
Community/Public Building	4	900,000	2	700,000	2	200,000		
Signs/Advertising Structure	6	209,300	5	186,500	1	22,800		
Demolition	6	106,109	2		4	106,109		
Home Business	2	0			2			

Approved Development & Complying Development Applications
by Dubbo Regional Council and Private Certifiers-Period 1/07/2019 - 31/01/2020

Development Type	Number of Applications	Est. \$	New Developments	Est. \$	Additions and Alterations	Est. \$	New Dwellings	New Lots
Change of Use - Commercial	13	283,120	6	21,800	7	261,320		
Tourism Development	2	3,455,000	1	2,800,000	1	655,000		
Subdivision - Residential	18	23,254,000	4	12,684,000				18
Subdivision - Commercial	3	2,055,898						2
Subdivision - Industrial	2	5,600						4
Subdivision - Rural	2	0						6
Subdivision - Other	2	9,000						
Miscellaneous	6	1,255,300	5	1,240,300	1	15,000		
Totals for Development Types	462	103,849,317						

Total Number of Applications for this period: 440

*** Note: There may be more than one Development Type per Development Application
Statistics include applications by Private Certifiers

----- End of Report -----



DUBBO REGIONAL
COUNCIL

REPORT: Planning Proposal Policy - Results of Public Exhibition

AUTHOR: Manager Growth Planning
REPORT DATE: 20 January 2021
TRIM REFERENCE: ID20/1520

EXECUTIVE SUMMARY

Council, on 22 June 2020, adopted the fees and charges for the 2020/2021 financial year (CCL20/92). The fees and charges document also includes a revised fee structure for Council's assessment and processing of an amendment to a local environmental plan as requested by a developer. This process is referred to as a planning proposal request and must be undertaken in accordance with the requirements of Section 3.13 of the Environmental Planning and Assessment Act, 1979 and regular planning practice.

A draft Policy has been prepared to inform the application of the tiered fee structure with the aim to provide guidance to landowners, developers and the community alike.

The draft Planning Proposal Policy was placed on public exhibition from 11 November 2020 to 11 December 2020 inclusive. No submissions were received in respect of the draft Policy.

It is recommended that Council adopt the draft Planning Proposal Policy provided in **Appendix 1**.

FINANCIAL IMPLICATIONS

There are no direct financial implications arising from this report. The fees and charges mentioned were previously adopted by Council, at its meeting on 22 June 2020.

POLICY IMPLICATIONS

The draft Policy, subject to adoption by Council, will assist in the interpretation of the tiered fee structure contained in Council's 2020/2021 fees and charges document.

RECOMMENDATION

- 1. That the draft Planning Proposal Policy, as attached to the report of the Manager Growth Planning as Appendix 1, be adopted.**
- 2. That an advertisement be placed in local print media advising of the adoption of the Policy.**

Steven Jennings
Manager Growth Planning

BACKGROUND

Council, on 22 June 2020, adopted the fees and charges for the 2020/2021 financial year (CCL20/92). The document included a revised fee structure for Council's assessment and processing of an amendment to a local environmental plan as requested by a developer. This process is referred to as a planning proposal request and must be undertaken in accordance with Section 3.13 of the Environmental Planning and Assessment Act, 1979.

A draft Policy has been prepared to inform the application of the tiered fee structure with the aim to provide guidance to landowners, developers and the community alike.

Council, at the meeting of the Development and Environment Committee on 12 October 2020, considered a report in respect of the draft Planning Proposal Policy (DEC20/29). In consideration of the report, Council resolved as follows:

- "1. That the draft Planning Proposal Policy as attached to the report of the Growth Planner as Appendix 1 be adopted for the purposes of public exhibition.*
- 2. That the draft Planning Proposal Policy as attached to the report of the Growth Planner as Appendix 1 be placed on public display for a period of 28 days.*
- 3. That following completion of the public exhibition period, a further report be provided to Council including the results of public exhibition."*

The purpose of this report is to consider the results of the public exhibition period.

REPORT

1. Planning Proposal Policy

The draft Planning Proposal Policy comprises of the following components:

a) Purpose, Background and Related Legislation and Scope

The draft Policy references the requirements as provided by the Department of Planning, Industry and Environment's '*A guide to preparing planning proposals*' and '*A guide to preparing local environmental plans*'.

The abovementioned documents provide valuable guidance and information on the preparation and overview of the Planning Proposal process and should be read in conjunction with the draft Planning Proposal Policy.

b) Fee Structure

The intent of the adopted fee structure has been explained in further detail with the aim to provide guidance to landowners, developers and the community in respect of developer-led planning proposals.

The tiered fee structure varies depending on the simplicity or complexity of a particular request and comprises of minor, major and complex applications. The fees applicable to the 2020/2021 financial year are as follows:

Minor Planning Proposal	Payment 1	\$12,500
	Payment 2	\$2,500
	Total	\$15,000
Major Planning Proposal	Payment 1	\$20,000
	Payment 2	\$15,000
	Total	\$35,000
Complex Planning Proposal	Payment 1	\$35,000
	Payment 2	\$15,000
	Total	\$50,000

Each fee comprises of two separate payments. Payment 1, is to be made upon lodgement of the Planning Proposal and Payment 2 is to be made following the issue of a positive Gateway Determination from the Department of Planning, Industry and Environment (DPIE).

A copy of the Local Environmental Plan Making Process is provided in the policy so that the applicant knows when each payment is required.

c) Additional Considerations

The draft Policy discloses that the Applicant may be liable for additional costs involved in the preparation of supporting technical studies and that Council does not guarantee an approval.

2. Public Exhibition

The draft Planning Proposal Policy and supporting documentation were placed on public exhibition from 11 November 2020 to 11 December 2020 inclusive.

The Planning Proposal was displayed at the Dubbo Civic Administration Building of the Dubbo Regional Council, the Dubbo Branch of the Macquarie Regional Library and on Council's website. An advertisement was also placed in local print media on 11 November 2020.

No submissions were received in respect of the draft Planning Proposal Policy.

SUMMARY

A draft policy has been prepared to inform the application of the tiered fee structure with the aim to provide guidance to landowners, developers and the community alike.

The draft Planning Proposal Policy and supporting documentation were placed on public exhibition from 11 November 2020 to 11 December 2020 inclusive. No submissions were received in respect of the draft Policy.

It is recommended that Council adopt the draft Planning Proposal Policy provided as **Appendix 1** of this report.

Appendices:

[1](#) Draft Planning Proposal Policy



DUBBO
REGIONAL
COUNCIL

COUNCIL POLICY

Planning Proposals

Date October 2020

Council Resolution Date

Clause Number

Responsible Position Manager Growth Planning
Branch Growth Planning
Division Development and Environment
Version 3
TRIM Reference Number
Review Period
Review Date
Consultation

Document Revision History	
Description	Date
Notes	

POLICY

PURPOSE

The purpose of this Policy is to provide guidance to landowners, developers and the community on the application of Council's three-tiered, fee structure for the assessment of a planning proposal request. The Policy aims to ensure that the application of the fee structure is delivered in a clear and transparent manner which can be easily interpreted and understood.

BACKGROUND AND RELATED LEGISLATION

Council, on 22 June 2020, adopted the fees and charges for the 2020/2021 financial year. The document included a revised fee structure for the preparation of an amendment to a local environmental plan as requested by a developer. This process is referred to as a planning proposal request and must be undertaken in accordance with Section 3.13 of the Environmental Planning and Assessment Act, 1979.

This Policy should be read in conjunction with the Department of Planning, Industry and Environment's '*a guide to preparing planning proposals*' and '*a guide to preparing local environmental plans*'.

SCOPE

This Policy applies to any developer led planning proposal request lodged with Council which seeks to amend either the Dubbo Local Environmental Plan 2011 or the Wellington Local Environmental Plan 2012.

POLICY

1. Fee Structure

Council plays a key role in the assessment and processing of planning proposal requests. To cover the costs associated with the assessment and processing of a planning proposal request, Council has adopted a new tiered fee structure.

Each fee comprises of two (2) separate payments. Payment 1, is to be made upon lodgement of the Planning Proposal and Payment 2, is to be made following the issue of a positive Gateway Determination from the Department of Planning, Industry and Environment (DPIE).

A copy of the local environmental plan making process is provided as **Attachment 1**.

i) Minor Planning Proposal

A minor planning proposal request should consist of an administrative or basic LEP amendment that demonstrates clear strategic merit, by giving effect to the Dubbo Regional Local Strategic Planning Statement or other local land use strategy.

An example of a minor planning proposal request may include a proposal to allow an additional permitted use on land that would be consistent with the objectives of the relative land zoning.

ii) Major Planning Proposal

A major planning proposal request would require additional resources to assess the greater number of planning considerations presented to Council. A major planning proposal request must clearly demonstrate strategic merit by giving effect to the Dubbo Regional Local Strategic Planning Statement or other local land use strategy.

An example of a major planning proposal request may include a change in the land use zoning and/or alteration to minimum lot sizing of an area of land for future subdivision.

iii) Complex Planning Proposal

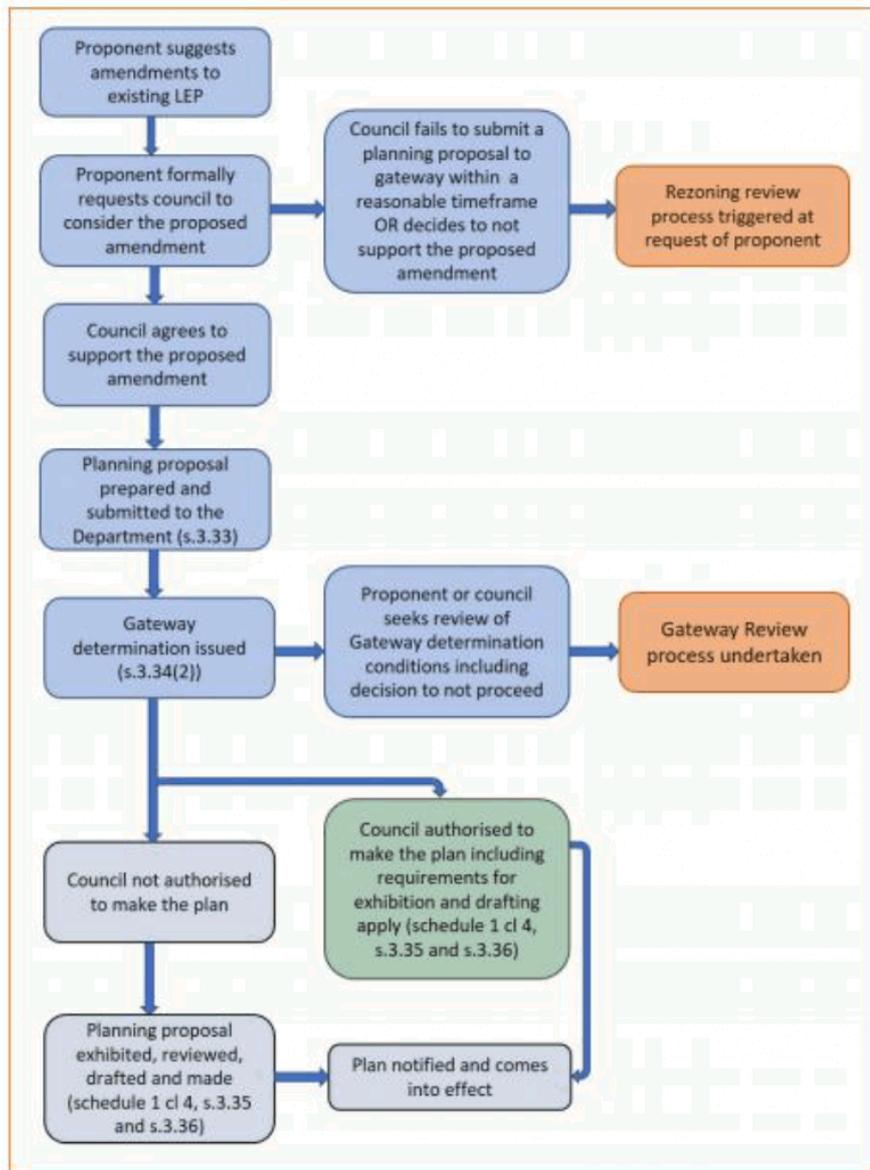
A complex planning proposal request may not directly align with the strategic direction of the existing Local Strategic Planning Statement or other local land use strategy, however, this request may offer alternative opportunities for the Local Government Area. This type of request would require Council to prioritise a concurrent review of relevant strategic land use plans.

An example may include the rezoning of a parcel of land from residential to commercial, which is not identified as future commercial under the existing Dubbo Employment Lands Strategy. This process would involve a review of the Dubbo Employment Land Strategy.

2. Additional considerations

The Applicant is liable for all costs associated with preparing a planning proposal request. That includes any technical studies that may be required to support this request. It should be noted that lodgement of a planning proposal request with Council does not guarantee that the request will result in an amendment to a local environmental plan.

Attachment 1 – Local Environmental Plan Making Process



Source: Department of Planning, Industry and Environment – A guide to preparing local environmental plans



REPORT: Planning Proposal (R20-1) - Southlakes Estate - Results of Public Exhibition

AUTHOR: Manager Growth Planning
REPORT DATE: 22 January 2021
TRIM REFERENCE: ID21/12

EXECUTIVE SUMMARY

A Planning Proposal was lodged on 20 March 2020 by Maas Group Properties. The Planning Proposal seeks to amend Schedule 1(5) under the provisions of the Dubbo Local Environmental Plan 2011 to allow an additional permitted use for the purposes of a pub at Part Lot 501 DP 1255115, Boundary Road, Dubbo.

The subject land was zoned B1 Neighbourhood Centre under Amendment No. 12 of the Dubbo Local Environmental Plan 2011 which was notified on 15 June 2018.

The proposed development is intended to be in the format of a gastropub with the focus on offering both quality food and drink as opposed to the standard expectation of a regular pub setting. The proposed gastropub will be situated within the future neighbourhood shopping centre, which is yet to be the subject of a formal development application.

In accordance with the conditions of the Gateway Determination, the Planning Proposal and supporting documentation were placed on public display from 25 November 2020 to 20 January 2021. No submissions were received from the general public during this period.

It is recommended that Council support the Planning Proposal to amend the Dubbo Local Environmental Plan 2011 and a request be made to the NSW Parliamentary Counsel's Office (PCO) to draft the subject Amendment.

FINANCIAL IMPLICATIONS

The Applicant provided, on lodgement of the Planning Proposal, payment of fees to Council in the amount of \$35,000. These fees are to cover the ad hoc processing and assessment costs of the Planning Proposal application in accordance with Council's adopted Revenue Policy.

POLICY IMPLICATIONS

Gazettal of the Local Environmental Plan will allow the development of a pub on the identified land, subject to development consent.

RECOMMENDATION

- 1. That the Planning Proposal attached as Appendix 1, to amend the Dubbo Local Environmental Plan 2011, be adopted by Council.**
- 2. That Council request Parliamentary Counsel's Office to prepare the draft amendment to the Dubbo Local Environmental Plan 2011 and provide Council with an Opinion that the Plan be made.**
- 3. That Council request gazettal of the Plan following receipt of the Opinion from Parliamentary Counsel's Office that the Plan be made.**

Steven Jennings

Manager Growth Planning

BACKGROUND

A Planning Proposal was lodged on 20 March 2020 by Maas Group Properties. The Planning Proposal seeks to amend Schedule 1(5) under the provisions of the Dubbo Local Environmental Plan 2011 to allow an additional permitted use for the purposes of a pub at Part Lot 501 DP 1255115, Boundary Road, Dubbo. The location of the subject land is identified in **Figure 1**.

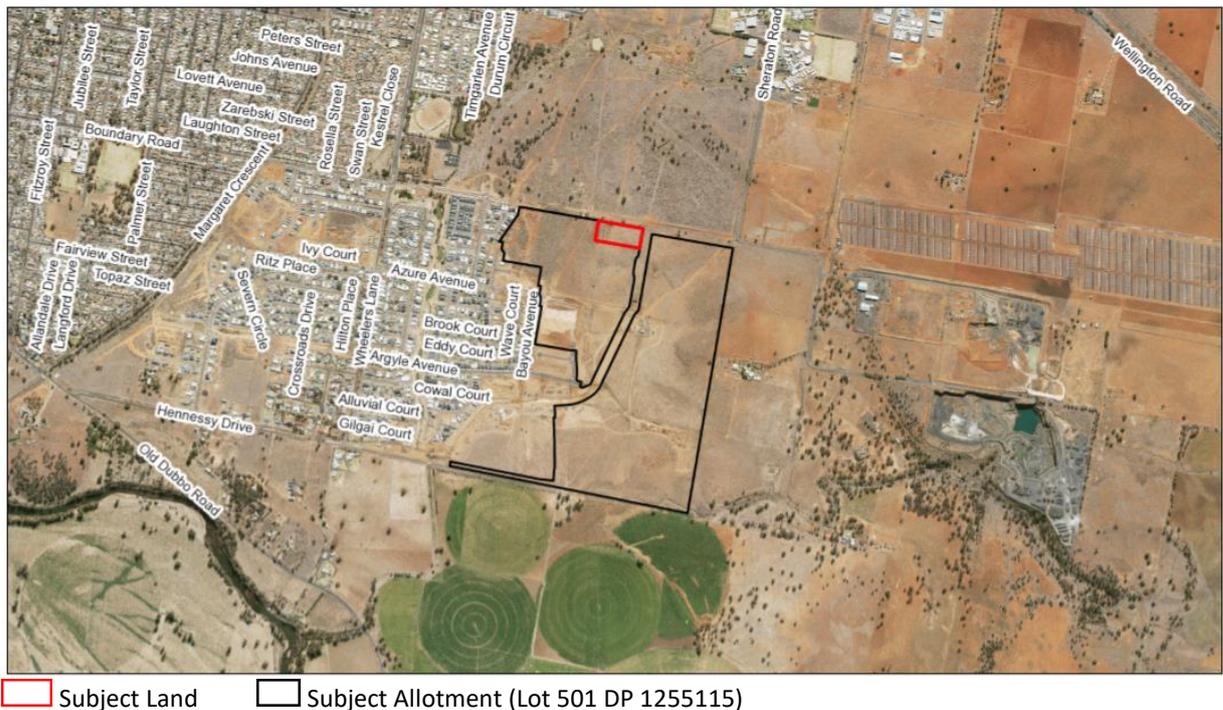


Figure 1. Location of Subject Land

The subject land was zoned B1 Neighbourhood Centre under Amendment No. 12 of the Dubbo Local Environmental Plan 2011 which was notified on 15 June 2018.

The proposed development is intended to be in the format of a gastropub with the focus on offering both quality food and drink as opposed to the standard expectation of a regular pub setting. The proposed gastropub will be situated within the future neighbourhood shopping centre, which is yet to be the subject of a formal development application.

Council, at its meeting on 28 September 2020, considered a report in relation to the subject Planning Proposal (CCL20/155) and resolved as follows:

1. That the Planning Proposal, as provided by the Proponent and included as Appendix 1 to the report of the Manager Growth Planning dated 29 June 2020, be endorsed.
2. That Council support a minimum 28 day public exhibition period for the Planning Proposal.

3. *That Council not use its delegation under Section 3.36 of the Environmental Planning and Assessment Act, 1979 to draft the amendments to the Dubbo Local Environmental Plan 2011.*
4. *That following the completion of the public exhibition period, a further report be provided to Council detailing the results of public exhibition and for further consideration of the Planning Proposal.”*

It should be noted that the report mentioned in Council’s resolution and dated 29 June 2020 was deferred at Council’s Development and Environment Committee meeting on 13 July 2020 (DEC20/22). The report was deferred to resolve outstanding matters in respect of funding the proposed roundabout on Boundary Road. It should be noted that Maas Development decided not to offer any funding towards the costs of this roundabout which services their new Commercial precinct.

This report was further considered and endorsed at Council’s meeting on 28 September 2020 (CCL20/155) and accompanied by a copy of the original report with a revised date of 21 September 2020.

It is recommended that Council support the Planning Proposal to amend the Dubbo Local Environmental Plan 2011 and a request be made to the NSW Parliamentary Counsel’s Office (PCO) to draft the subject Amendment.

REPORT

1. Gateway Determination

The Department of Planning, Industry and Environment issued a Gateway Determination for the Planning Proposal on 12 November 2020. The Gateway Determination included the following conditions:

- “1. *Prior to undertaking community consultation, the following is required:*
 - (a) *update the planning proposal to include reference to the correct property description (Part Lot 501 DP 1255115), and*
 - (b) *amend the planning proposal to include the intent to amend the existing property description in Schedule 1(5) to reflect the correct Lot and DP.*
 - (c) *Public exhibition is required under section 3.34(2)(c) and schedule 1 clause 4 of the Act as follows:*
 - (i) *the planning proposal must be made publicly available for a minimum of 28 days; and*

- (ii) *the planning proposal authority must comply with the notice requirements for public exhibition of planning proposals and the specifications for material that must be made publicly available along with planning proposals as identified in section 6.5.2 of A guide to preparing local environmental plans (Department of Planning and Environment, 2018).*
- (iii) *No consultation is required with public authorities/organisations under section 3.34(2)(d) of the Act.*
- (iv) *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).*
- (d) *The planning proposal authority is authorised as the local plan-making authority to exercise the functions under section 3.36(2) of the Act subject to the following:*

 - (i) *the planning proposal authority has satisfied all the conditions of the Gateway determination;*
 - (ii) *the planning proposal is consistent with section 9.1 Directions or the Secretary has agreed that any inconsistencies are justified; and*
 - (iii) *there are no outstanding written objectives from public authorities.*
- (e) *The time frame for completing the LEP is to be six months following the date of the Gateway determination.”*

An explanatory note, including updated property details, Lot 501 DP 1255115, Boundary Road, Dubbo, was provided with the Planning Proposal for the purposes of public exhibition.

The note is considered to have sufficiently addressed conditions 1(a) and 1(b) of the Gateway Determination.

2. Public Exhibition

In accordance with the conditions of the Gateway Determination, the Planning Proposal and supporting documentation were placed on public display from 25 November 2020 to 20 January 2021.

The Planning Proposal was displayed at Dubbo Regional Council’s Civic Administration Building, Dubbo, and the Dubbo Branch of the Macquarie Regional Library and on Council’s

website. An advertisement was also placed in local print media on 25 November 2020 and notification letters were sent to the adjoining owners of the subject land.

No submissions were received from the general public. It should be noted that in accordance with the Gateway Determination, consultation with public authorities/organisations was not required.

3. Legal Drafting of Local Environmental Plan

In accordance with the conditions of the Gateway Determination, Council is authorised as the local plan-making authority.

Subject to endorsement of the Planning Proposal, Council will undertake the following steps to arrange for the Plan to be made.

Council, as the local plan-making authority under Section 3.36(2) of the Environmental Planning and Assessment Act, 1979, will liaise with the NSW Parliamentary Counsel's Office about the content of the draft Amendment.

Once the content has been finalised, an Opinion stating that the plan can be made will be provided to Council.

Following consideration of the Opinion, Council will request Parliamentary Counsel to notify the Plan on the NSW legislation website.

SUMMARY

A Planning Proposal was lodged on 20 March 2020 by Maas Group Properties. The Planning Proposal seeks to amend Schedule 1(5) under the provisions of the Dubbo Local Environmental Plan 2011 to allow an additional permitted use for the purposes of a pub at Part Lot 501 DP 1255115, Boundary Road, Dubbo.

The subject land was zoned B1 Neighbourhood Centre under Amendment No. 12 of the Dubbo Local Environmental Plan 2011 which was notified on 15 June 2018.

The proposed development is intended to be in the format of a gastropub with the focus on offering both quality food and drink as opposed to the standard expectation of a regular pub setting. The proposed gastropub will be situated within the future neighbourhood shopping centre, which is yet to be the subject of a formal development application.

It is recommended that Council support the Planning Proposal to amend the Dubbo Local Environmental Plan 2011 and a request be made to the NSW Parliamentary Counsel's Office (PCO) to draft the subject Amendment.

Appendices:

- 1 Planning Proposal *Included under separate cover*



DUBBO REGIONAL
COUNCIL

REPORT: Draft Planning Agreement - RAAF Base

AUTHOR: Manager Growth Planning
REPORT DATE: 25 January 2021
TRIM REFERENCE: ID21/42

EXECUTIVE SUMMARY

Council has received a request to enter into a Planning Agreement from Andorra Development Pty Ltd in relation to an approved three stage subdivision and master plan at the former RAAF Stores Depot, Palmer Street, Dubbo. Development Application D2017-199 was approved by the Land and Environment on 6 August 2018. Condition 1B requires the applicant to enter into a Planning Agreement prior to the issue of the first subdivision certificate.

Council Staff have been working with the Proponent over an extended period of time towards the preparation of the draft Planning Agreement. A copy of the draft Planning Agreement is attached in **Appendix 1**.

The terms of the draft Planning Agreement are as follows:

- Total credit of \$2,360,200 to the Developer for the provision of stormwater infrastructure and in-kind contributions.
- Total credit of \$2,202,000 to the Developer for development in respect to proposed Lot 10, including dedication to Council and maintenance of the land, and supervised public visitation inside the former communications bunker.
- Total credit of \$611,000 to the Developer for the construction of a signalised intersection on Cobra Street, which is approximately 30% of the overall value of the works.
- Payment to Council in accordance with 7.11 of the Environmental Planning and Assessment Act 1979 after the credits have been exhausted.

The purpose of this report is to seek Council's approval to place the draft Voluntary Planning Agreement on public display for a period of at least 28 days in accordance with the provisions of the Environmental Planning and Assessment Act, 1979. Following completion of the public exhibition process, a further report will be provided to Council for consideration, including the results of public exhibition.

FINANCIAL IMPLICATIONS

It is considered that this report does not present any additional financial impacts to Council. The draft Planning Agreement does formalise the process for the Proponent to seek to utilise credits for future development on the land.

POLICY IMPLICATIONS

Following completion and adoption of the Planning Agreement, the Agreement will form Council Policy.

RECOMMENDATION

- 1. That the report from the Manager Growth Planning, dated 25 January 2021, be noted.**
- 2. That the draft Planning Agreement, attached at Appendix 1, be endorsed for the purposes of public exhibition.**
- 3. That the draft Planning Agreement be placed on public exhibition in accordance with the provisions of the Environmental Planning and Assessment Act 1979.**
- 4. That following the conclusion of the public exhibition period, a further report be presented to Council for consideration, including any submissions received.**

Steven Jennings
Manager Growth Planning

BACKGROUND

Council has received a request to enter into a Planning Agreement from Andorra Development Pty Ltd in relation to an approved three stage subdivision and master plan at the former RAAF Stores Depot, Palmer Street, Dubbo. Development Application D2017-199 was approved by the Land and Environment on 6 August 2018. Condition 1B requires the applicant to enter into a Planning Agreement prior to the issue of the first subdivision certificate.

Council Staff have been working with the Proponent over an extended period of time towards the preparation of the draft Planning Agreement. A copy of the draft Planning Agreement is attached in **Appendix 1**.

REPORT

1. What is a Planning Agreement?

A Planning Agreement is a voluntary agreement between Council and a developer where the developer agrees to fund public amenities or infrastructure, dedicate land at no cost to Council, or provide monetary contributions or any other material public benefit, for a public purpose. In accordance with Part 7 Division 7.1 of the Environmental Planning and Assessment Act 1979, a public purpose includes any of the following:

- The provision of public amenities or services;
- The provision of affordable housing;
- The provision of transport or other infrastructure relating to land;
- The funding or recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure;
- The monitoring of the planning impacts of development; and
- The conservation or enhancement of the natural environment.

In respect of the subject draft Planning Agreement, once finalised and complete, the Agreement will allow the owners of the site to have the ability to utilise Developer Contributions under a credit system.

2. Terms of the draft Planning Agreement

The terms of the draft Planning Agreement are detailed as follows:

- Total credit of \$2,360,200 to the Developer for the provision of stormwater infrastructure, including \$1,660,200 for stormwater basins and \$700,000 in-kind contributions.
- Total credit of \$2,202,000 to the Developer for development in respect to proposed Lot 10, including \$18,000 for landscaping, \$300,000 for the future maintenance, \$800,000 for works in respect to supervised public visitation inside the former communications bunker, and \$1,084,000 for the dedication of the land to Council.

- Total credit of \$611,000 to the Developer for the construction of a signalised intersection on Cobra Street, which is approximately 30% of the overall value of the works.
- Payment to Council in accordance with 7.11 of the Environmental Planning and Assessment Act 1979 after the credits have been exhausted.

3. Council Consideration

Council Officers have considered the suitability of entering into a Planning Agreement including whether it is in the public's best interests, whether it meets Council's strategic objectives, whether it meets the fundamental principles governing the use of Planning Agreements and whether it fits within the described circumstances in which Council can consider negotiating a Planning Agreement.

4. Public Exhibition

Section 7.5 of the Environmental Planning and Assessment Act 1979 requires a draft Planning Agreement to be publicly notified before it is made and an Explanatory Note made available for inspection for at least 28 days.

Following Council's consideration, it is recommended that the draft Planning Agreement be adopted and placed on public display for a period of at least 28 days. Adjoining and adjacent property owners are also required to be notified of the draft Planning Agreement.

A further report will be presented to Council for consideration at the conclusion of the public exhibition, including any submissions received.

SUMMARY

Council has received a request to enter into a Planning Agreement from Andorra Development Pty Ltd in relation to an approved three stage subdivision and master plan at the former RAAF Stores Depot, Palmer Street, Dubbo. Development Application D2017-199 was approved by the Land and Environment on 6 August 2018. Condition 1B requires the applicant to enter into a Planning Agreement prior to the issue of the first subdivision certificate.

The purpose of this report is to seek Council's approval to place the draft Planning Agreement on public exhibition for a period of at least 28 days and to undertake consultation with landowners in the immediate locality. A further report will be presented to Council for consideration at the conclusion of the public exhibition, including any submissions received.

Appendices:

1. Draft Planning Agreement



Planning Agreement

Dubbo Regional Council

and

Andorra Developments Pty Ltd

Doc ID 652225173/v4

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Planning Agreement

Date

Parties

Dubbo Regional Council

ABN 53 539 070 928 of Cnr Church and Darling Streets, Dubbo NSW
2830
(Council)

Andorra Developments Pty Ltd

ACN 150 862 570 of 10 Mounbatten Drive, Dubbo NSW 2830
(Developer)

Recitals

- A. The Developer owns the Land and intends to develop it in accordance with the Project Consent.
- B. The Developer has offered to enter this Agreement with Council to provide the Public Benefits on the terms of this Agreement.
-

The parties agree, in consideration of, among other things, the mutual promises contained in this agreement as follows:

1. Planning Agreement under the Act

- (a) The parties agree that this Agreement is a Planning Agreement governed by subdivision 2 of Division 7.1 of Part 7 of the Act.
- (b) The parties acknowledge that this Agreement also provides for works by the Developer to be provided to satisfy payment of Contributions.
- (c) The parties acknowledge that the credits calculated as part of this Agreement may not match the total cost of the infrastructure item/s required to be delivered by the Development Proponent.
- (d) The parties acknowledge through this Agreement that the Contributions referred to in Part X may not be the total Developer Contributions to be calculated and paid pursuant to Council for the ultimate development of this land.

2. Application of Section 7.11, 7.12 and 7.24 of the Act to the Development

2.1 Open Space and Recreation Facilities, Roads and Stormwater Drainage Contributions

Section 7.11 and 7.12 of the Act are not excluded to the extent that future contributions may be payable pursuant to:

- (a) Western Plains Regional Council Section 94 Development Contributions Plan for Dubbo Open Space and Recreation Facilities - 2016-2026;
- (b) Dubbo City Council Amended Section 94 Contributions Plan -Roads, Traffic Management and Car Parking;
- (c) Dubbo City Council Section 94 Contributions Plan - Urban Stormwater Drainage Headworks Contributions; and
- (d) Section 7.11 Developer Contributions Plan - Dubbo South-East Stormwater Drainage Headworks Contributions,

Depending on the number of credits used and/or left remaining on the land pursuant to this agreement.

Pursuant to Section 7.11 and Section 7.12 of the Act, Council as the consent authority can impose a condition of development consent under section 7.11 for contributions in the following circumstances:

- (a) Where the applicable credit contribution has been exhausted; and
- (b) Where there is shown to be an impact on Council infrastructure in accordance with the principles and infrastructure requirements.

Section 7.12 and 7.24 of the Act

Except as provided in clause 2.1, sections 7.11 and 7.12 of the Act are not excluded by this Agreement.

2.2 Section 7.24

Section 7.24 is not excluded as the Land is not within a special contributions area.

2.3 Not account of Public Benefits to be taken by Council

To the extent that section 7.11 and 7.12 are not excluded, the provision of the Public Benefits under this Agreement are not to be taken into consideration in determining a development contribution under section 7.11.

2.4 Contributions satisfied by Public Benefits

- (a) The Developer can by an Attribution Notice estimate a Contribution to be satisfied (in whole or in part) by the provision of a Public Benefit.
- (b) Council agrees that a Contribution is satisfied by the provision of a Public Benefit to the extent nominated in the Attribution Notice.
- (c) A Public Benefit is provided when:
 - (i) for the Developer's Works a Completion Notice is served for the relevant Developer's Works;
 - (ii) for the dedication of Dedicated Land when the requirement to dedicate the Dedicated Land is satisfied under clause 4 of Schedule 3; and
 - (iii) for the Maintenance Works when the Developer has commenced the maintenance of Lot 10 for the Maintenance Period.
- (d) Council acknowledges and agrees that:
 - (i) an Attribution Notice may only be given by the Developer and not by a subsequent owner of a Residue Lot;
 - (ii) a Contribution will not be reduced, satisfied or offset as a result of a Public Benefit except as provided in an Attribution Notice;
 - (iii) the Developer may apply the Attribution Value for the Public Benefits in such proportions as it considers appropriate in its absolute discretion for the Residue Lots and may not apply any Attribution Value to some Residue Lots; and
 - (iv) if no Attribution Notice is given the Contributions payable are not reduced or satisfied by the Public Benefit provided by the Developer.

2.5 Attribution Values

- (a) The Attribution Values have been estimated based on the Cost Estimation - Review of Keswick Estate Trunk Drainage Scheme prepared by Cardno (NSW/ACT) Pty Ltd for Dubbo Regional Council dated 23 November 2018 Document No.59918128 and are accepted by Council and the Developer.
- (b) A party may not seek to adjust the Attribution Values or the amount applied to a Contribution or otherwise make a claim as a result of any difference between the Attribution Value and the Developer's actual cost of works or the value of land at the date of dedication.

2.6 Indexation of Attribution Values

On 1 July each year the Attribution Values will be increased by the percentage increase, if any, in the Consumer Price Index most recently published prior to 1 July. Where a

negative annual % change in this index occurs, Attribution Values shall be indexed at 0%.

3. Scope and application of this Agreement

3.1 This Agreement applies to:

- (a) the Land;
- (b) the Project; and
- (c) the Lot Development.

3.2 An explanatory note prepared in accordance with clause 25E of the Regulation must not be used to assist in construing this Agreement.

4. Operation of this Agreement

4.1 This Agreement will commence on the date of execution of this Agreement by all parties to this Agreement.

5. Definitions and interpretation clauses

5.1 Definitions

In this agreement the following definitions apply:

Act means the *Environmental Planning and Assessment Act 1979 (NSW)*.

Agreement means this document entered into between the Parties including the schedules and annexures annexed hereto.

Attribution Value means the value the Council and the Developer agree is to be attributed to each element of the Public Benefits as at the date of this Agreement, as set out in clause 1 of Schedule 3 of this Agreement as adjusted by indexation.

Attribution Notice means a notice by the Developer to Council setting out the following:

- a) the relevant Public Benefit and its Attribution Value;
- b) if the Attribution Value has been previously applied, the remaining amount;
- c) the relevant Contribution and its amount;
- d) the amount of the Attribution to be applied to the Contribution;
- e) the amount of the Contribution remaining to be paid after applying the amount of the Attribution Value nominated by the Developer.

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Sydney, Australia.

Completion means the point at which the Developer's Works are complete except for minor defects:

- (a) the existence of which do not prevent the Developer's Works being reasonably capable of being used for their intended purpose;
- (b) which the Developer has grounds for not promptly rectifying; and
- (c) rectification of which will not affect the immediate and convenient use of the Developer's Works for their intended purposes.

Completion Notice means a notice issued by the Developer in accordance with clause 7.2.

Construction Certificate has the same meaning as in the Act.

Contribution means either or both:

- (a) the dedication of land free of cost;
- (b) the payment of a monetary contribution,

as a condition of any development consent for the Land including the Project Consent and any Residue Lot Consent.

Council's Representative	means the person named in Schedule 1 of his/her delegate.
Consumer Price Index	means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics.
Dedicated Land	means the land identified in Schedule 3 as Dedicated Land.
Defect	means any error, omission, defect, non-conformity, discrepancy, shrinkage, blemish in appearance or other fault in the Developer's Works or any other matter which prevents the Developer's Works from complying with the terms of this Agreement.
Developer's Representative	means the person name in Schedule 1 or his/her delegate.
Developer's Works	means those items listed in Schedule 3 as Developer's Works .
Dispute	means any dispute or difference between the parties arising out of, relating to or in connection with this Agreement, including any dispute or difference as to the formation, validity, existence or termination of this Agreement.
Government Agency	means <ul style="list-style-type: none"> (a) a government or government department or other body; (b) a governmental, semi-governmental or judicial person; or (c) a person (whether autonomous or not) who is charged with the administration of a law.
GST	means the same as in the GST Act.
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Land	means Lot 11 DP1050240 (formerly known as the RAAF Base).

Lot 8 Development Consent	means the approval for the development and subdivision of the Residue Lot being Lot 8 permitted under the Project Consent for Stage 3.
Lot 10	means a lot substantially similar to Lot 10 in Sheet TP17 "Stage 2 Twelve Lot Subdivision - Vegetation Retained" prepared by Geolyse and referred to in clause 2 of the Project Consent a copy of which is attached as Annexure C.
Lot Development	means the development and subdivision of each of the Residue Lots.
Maintenance Period	means the period of 10 years from the time that Lot 10 is dedicated to Council in accordance with this Agreement.
Maintenance Works	means the maintenance of Lot 10 in accordance with the Project Consent for the Maintenance Period.
Occupation Certificate	has the same meaning as in the Act.
Project	means the development of the Land including dismantling Igloo No 5, relocation of the Bellman's Hangers, road works and infrastructure to create 13 residue lots (Lots 3-15) in accordance with the Project Consent.
Project Consent	means development consent no. 10.2017.199.1 granted by the Land and Environment Court on 8 August 2018.
Public Benefits	means the provision of benefits to the community by the Developer being the Developer's Works, Maintenance Works and dedication of the Dedicated Land in the form and at the times specified in Schedule 3 of this Agreement.
Regulation	means the <i>Environmental Planning and Assessment Regulation 2000 (NSW)</i> .
Residue Lot Consent	means each development consent for the subdivision and development of each Residue Lot including the Lot 8 Development Consent.

Residue Lots	means each of the lots (Lots 3 - 15) created by the subdivision of the Land in accordance with the Project Consent.
Subdivision Certificate	means a certificate that authorises the registration of a plan of subdivision under Part 23 of the <i>Conveyancing Act 1919</i> issued pursuant to Part 6 of the Act.
Subdivision of Land	has the same meaning as in the Act.
Tax	means a tax, levy, duty, rate, charge, deduction or withholding, however it is described, that is imposed by law or by a Government Agency, together with any related interest, penalty, fine or other charge.

5.2 Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- (c) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (d) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (e) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (f) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular.
- (g) References to the word 'include' or 'including' are to be construed without limitation.
- (h) Reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (i) Any schedules and attachments form part of this Agreement.

- (j) A word defined in the Act has the same meaning in this Agreement.

6. Contributions to be made under this Agreement

The Developer must deliver the following Public Benefits in accordance with Schedule 3 of this Agreement:

- (a) Developer's Works;
- (b) Maintenance Works; and
- (c) dedication or transfer to Council of the Dedicated Land.

7. Completion

7.1 Date of Completion

The Developer must ensure that the Developer's Works reach Completion on or before the date or milestone referred to in clause 1 of Schedule 3 of this Agreement.

7.2 Developer completion notice

- (a) When, in the reasonable opinion of the Developer, the Developer's Works have reached Completion, the Developer must notify the Council's Representative in writing and must include in that notice a statement from the person with direct responsibility and supervision of that work that in their opinion the Developer's Works have reached Completion (**Completion Notice**).
- (b) For the avoidance of doubt, the Developer can issue separate Completion Notices under clause 7.2(a) at separate times for different elements of the Developer's Works, however the Developer must ensure that Completion is achieved for the Developer's Works before the due date specified in clause 1 of Schedule 3 of this Agreement.

8. Enforcement

This Agreement may be enforced by either party in any Court of competent jurisdiction.

9. Registration

- 9.1 As the Public Benefits will be provided for Stage 2 of the Project no registration of this Agreement is required by Council under section 7.4 of the Act.

10. Dispute Resolution

10.1 Reference to dispute

If a dispute arises between the parties in relation to this Agreement, then either party may seek to resolve in accordance with this clause 9.

10.2 Notice of dispute

- (a) The party wishing to commence dispute resolution processes must notify the other of:
- (i) the nature, or subject matter, of the dispute, including a summary of any efforts made to resolve latter than by way of this clause 9;
 - (ii) the intent to involve this clause 9;
 - (iii) (if practicable) the outcomes which the notifying party wishes to achieve; and
 - (iv) any material impact which the dispute has upon the completion of the Developer's Works or the transfer of the Dedicated Land in accordance with clause 7 (and in particular the completion of the remainder of the Development).
- (b) The contents of a notice issued under the clause 10.2 are deemed to be confidential. The party issuing the notice may (but is not obliged) to assert legal professional privilege in respect of the contents.

10.3 Principals of parties to meet

The principals of the parties (and in the case of the Council, the principal may include the person acting in the role of General Manager as defined in the *Local Government Act 1993*, or such person as is nominated by that officer in writing) must promptly (and in any event within 14 days of written notice) meet in good faith to attempt to resolve the notified dispute. The parties may, without limitation:

- (a) resolve the dispute during the course of that meeting;
- (b) agree that further material, expert opinion, or consideration is needed to effectively resolve the dispute (in which event the parties will in good faith agree to a timetable for resolution); and
- (c) agree that the parties are unlikely to resolve the dispute and in good faith agree to a form of alternative dispute resolution (including expert determination, arbitration, or mediation) which is appropriate for the resolution of the relevant dispute.

10.4 Neither party may constrain

If:

- (a) at least one meeting has been held in accordance with clause 10.3;
- (b) the parties have been unable to reach an outcome identified in clause 10.2(a)(i) to 10.2(a)(iii); and
- (c) either of the parties (acting in good faith) forms the view that the dispute is reasonably unlikely to be resolved in accordance with a process agreed under clause 10.3,

then that party may, by 14 days' notice to the other, terminate the dispute resolution process in respect of that dispute. The termination of the process set out in this clause 9 does not of itself amount to a breach of the Agreement.

11. Notices

11.1 Service of Notice

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; or
- (b) emailed to that Party at its email address,

set out in Items 3 and 4 of Schedule 1.

11.2 Change of address

If a Party gives the other Party 10 business days' notice of a change of its address or email address, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or emailed to the latest address or email address.

11.3 Time of service of Notice

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

- (a) if it is delivered, when it is left at the relevant address;
- (b) if it is sent by post, two business days after it is posted; and
- (c) if it is sent by email, as soon the email is sent (unless an error or malfunction, for example the email bounces otherwise fails to be delivered).

11.4 Service after hours, on weekends and holidays

If any notice, consent, information, application or request is delivered, on a day that is not a business day, or if on a business day, after 5:00 pm 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.

12. Variation of Agreement

The parties may agree to vary the terms of this Agreement. Any such variation shall be evidenced by a written variation and must comply with the provisions of Section 7.5 of the *Environmental Planning and Assessment Act 1979*.

13. Costs

Each party must pay their own legal and administrative costs and expenses in relation to:

- (a) the negotiation, preparation and execution of this Agreement;
- (b) the giving effect to this Agreement; and
- (c) any enforcement of the rights under this Agreement.

14. GST

- 14.1 In this clause terms used have the meaning given to them by the GST Law as defined in Section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)*.
- 14.2 If a party to this Agreement (the "Supplier") makes a supply under or in connection with this Agreement and is liable by law to pay GST on that supply, then the consideration otherwise payable by the recipient of the supply will be increased by an amount equal to the GST paid or payable by the Supplier.
- 14.3 If this Agreement requires a party to pay for, or reimburse any expense, loss or outgoing (reimbursable expense) suffered or incurred by another party, the amount required to be paid, or reimbursed by the first party is the amount of the reimbursable expense net of any input tax credit or reduced input tax credit to which the other party is entitled in respect of the reimbursable expense.
- 14.4 If a party to this Agreement has the benefit of an indemnity for a cost, expense, loss or outgoing (indemnified cost) under this Agreement, the indemnity is for the indemnified cost net of any input tax credit or reduced input tax credit to which that party is entitled in respect of the indemnified cost.

- 14.5 Each party agrees to do all things, including providing tax invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any input tax credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any supply under this Agreement.
- 14.6 Subject to the operation of this clause, and unless otherwise expressly stated amounts in this Agreement are GST exclusive.

15. Entire Agreement

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.

16. Further acts

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

17. Governing law and jurisdiction

This Agreement is governed by the law of New South Wales. The Parties submit to the jurisdiction of the courts of that state.

18. Joint and several liability

Any agreement, covenant, representation or warranty under this Agreement by two or more persons binds them jointly and each of them individually.

19. No fetter

Nothing in this Agreement will be construed as limiting or fettering in any way the exercise by Council of any statutory discretion or duty.

20. Representations and warranties

The Parties represent and warrant that they have power to enter into this Agreement and that entry into this Agreement will not result in the breach of any law.

21. Severability

If a clause or part of a clause of 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 remainder of this Agreement is not affected.

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Schedule 1 Reference Schedule

Item	Term	Description
1.	Council's Representative	[To be inserted]
2.	Developer's Representative	Mark Stanford Andorra Developments Pty Ltd PO Box 151 Dubbo NSW 2830 Email: ms@hcon.com.au

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Schedule 2 Requirements under the Act and the Regulation

The table below summarises how this document complies with the Act and Regulation.

Item	Section of Act or Regulation	Clause of this Agreement
1.	<p>Planning Instrument and/or development application (section 7.4(1) of the Act)</p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument;</p> <p>(b) made, or proposes to make a development application; or</p> <p>(c) entered into an agreement with, or is otherwise associated with a person to whom paragraph (a) or (b) applies</p>	<p>(a) No</p> <p>(b) Yes</p> <p>(c) No</p>
2.	Description of land to which this document applies (section 7.4(3)(a) of the Act)	3.1(a) and 5.1
3.	Description of the development to which this document applies (section 7.4(3)(b) of the Act)	3.1(b) and (c) and 5.1
4.	The nature and extent of the provision to be made by the developer under this document, the time or times by which the provision is to be made and the manner in which the provision is to be made (section 7.4(3)(c) of the Act)	6 and Schedule 3.
5.	Whether this document excludes (wholly or in part) the application of section 7.11, 7.12 or 7.24 to the development (section 7.4(3)(d) of the Act)	2.1- 2.3
6.	Consideration of benefits under this document if section 7.11 applies (section 7.4(3)(e) of the Act)	2.4
7.	Mechanism for Dispute Resolution (section 7.4(3)(f) of the Act)	Clause 10

8. Enforcement of this document (section 7.4(3)(g) of the Act) Clause 8

9. Registration of this document (section 7.6 of the Act) Clause 9

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Schedule 3 Public Benefits (clause 6)

1. Public Benefits - Overview

The Developer must provide the Public Benefits in accordance with Schedule 3 and this Agreement. The Attribution Value, timing of delivery and additional specifications relating to the Public Benefits is set out in the table below.

Item	Public Benefit	Attribution Value	Due Date	Additional Specifications
1.	Developer's Works - Stage 2	You sought \$3,753,451.00 Applicable credit \$2,360,200	Prior to release of the Subdivision Certificate for Stage 2 of the Project Consent.	Construction of stormwater detention basins and landscaping in accordance with condition 69 of the Project Consent and the Stage 2 Landscaping Plan (Sheet Number TO18 dated 25 June 2018 - Revision J) and Environmental Management Zone Master Plan which is attached at Annexure A and Construction Certificate C2017-199 with approved Engineering Plans 111111 Set 72G C001-C082 dated 14/10/2019 REV G.
2.	Developer's Works - Stage 3	\$18,000	Prior to release of the Subdivision Certificate for Stage 3 of the Project Consent.	Landscaping in accordance with condition 93 of the Project Consent and the Stage 3 Landscaping Plan (Sheet Number T29 dated 25 June 2018 - revision J) which is

attached at
Annexure B.

3.	Developer's Works Lot 10	You sought \$800,000 Applicable credit \$800,000	Prior to dedication of Lot 10	Works in respect to land to be dedicated for public visitation in accordance with condition 53A of the Project Consent and Construction Certificate C2017-199 with approved Engineering Plans 111111 Set 72G C001-C082 dated 14/10/2019 REV G.
4.	Developer's Works Cobra Street	You sought \$2,037,922 Applicable credit \$611,000	Prior to release of the Subdivision Certificate for Stage 2 of the Project Consent.	Construction of the signalised intersection on Cobra Street (and other associated road works) in accordance with conditions 55 to 59 of the Project Consent and Construction Certificate C2017-199 with approved Engineering Plans 111111 Set 72G C001-C082 dated 14/10/2019 REV G.
5.	Dedicated Land – Lot 10	You sought \$1,084,000 Applicable credit \$1,084,000	Within 10 Business Days of the registration of a subdivision plan creating the Dedicated Land.	The land shown as Lot 10 in Sheet TP17 a copy of which is attached in Annexure C.
6.	Maintenance Lot 10	You sought \$300,000 Applicable credit = \$300,000	For a 10 year period commencing from the date	Land to be maintained in accordance with condition 53B of the

Lot 10 is dedicated to Council in accordance with clause 4 of this Schedule 3. Development Consent.

2. Final Design of the Developer's Works

2.1 Scope of Developer's Works

As at the date of this Agreement, the nature and extent of the required Developer's Works is set out in the Project Consent. Council acknowledges that further design refinement of the Developer's Works may be necessary, having regard to:

- (a) the extent to which the design of the Developer's Works has been approved by the Council;
- (b) conditions affecting the Developer's Works that were not reasonably capable of identification prior to the date of this Agreement;
- (c) any modification to the Project Consent made and approved under section 4.55 of the Act or any other development consent granted that relates to the Developer's Works;
- (d) the reasonable requirements of the Developer; and
- (e) any modifications required by any approved Construction Certificate.

The Developer may provide Council with a copy of the further design where this is significantly different from the plans attached. Unless Council objects to the further design within 7 days of receipt, Council is taken to have accepted the further design for the purposes of this Agreement.

3. Construction of Developer's Works

3.1 Insurance

- (a) From commencement of the Developer's Works until Completion, the Developer must effect and maintain (or cause to be effected and maintained under one or more policies of insurance and without requiring any risk to be double insured) the following insurances held with an insurer licensed by the Australian Prudential Regulation Authority or holding an investment grade rating from Standard & Poors, Moody's or Fitch:

- (i) worker's compensation insurance or registrations as required by Laws;
 - (ii) public liability insurance written on an occurrence basis with a limit of indemnity of not less than \$20,000,000 covering all aspects of the Developer's Works;
 - (iii) construction works insurance in relation to the Developer's Works; and
 - (iv) motor vehicle third party cover with a limit of indemnity of not less than \$20 million for each and every occurrence.
- (b) The Developer must submit a copy of all certificates of insurance to the Council:
- (i) prior to commencing construction of the Developer's Works; and
 - (ii) promptly following a written request by the Council, provided that such a request is not made more than twice in any 12 month period.

3.2 Approvals and consents

The Developer must, at its cost, obtain all relevant approvals and consents for the Developer's Works, whether from the Council or from any other relevant Government Agency, including any necessary road opening permits. Before commencing the Developer's Works, the Developer must give to the Council copies of all approvals and consents for the Developer's Works, other than the Project Consent.

3.3 Construction work

The Developer must, at its cost:

- (a) carry out and complete the Developer's Works in accordance with all approvals and consents relating to the Developer's Works, including any approval given by the Council under this Agreement; and
- (b) ensure that all Developer's Works are constructed in a good and workmanlike manner, in accordance with the plans approved under this Agreement so that the Developer's Works are structurally sound, fit for purpose and suitable for their intended use.

3.4 Inspections by the Council

The Council, as a party to this Agreement and not in its role as a Government Agency, may:

- (a) inspect the Developer's Works during the course of construction at reasonable times and on reasonable notice; and
- (b) notify the Developer's Representative of any material or significant defect, error or omission relating to the construction or installation of the Developer's Works identified during or as the result of an inspection. Any failure by the Council to

identify a Defect, error or omission will not be construed as amounting to an acceptance by the Council of the Defect, error or omission.

4. Land Dedication

- (a) The Developer must dedicate to the Council, at no cost to the Council, the Dedication Land freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, easements (except those currently on the Land, permitted or as required by the Project Consent), rights, charges, rates and contracts in, over or in connection with the land, including but not limited to, municipal rates and charges, water rates and land tax.
- (b) The requirement for the Developer to dedicate the Dedicated Land to the Council is satisfied where a deposited plan is registered in the register of plans held with the Registrar-General that dedicates land as a public road (including a temporary public road) under the *Roads Act 1993 (NSW)* or creates a public reserve or drainage reserve under the *Local Government Act 1993 (NSW)* (whichever is relevant).
- (c) The requirement for the Developer to dedicate the Dedicated Land is also satisfied when the Dedicated Land is transferred to Council. The Developer must notify Council of the proposed transfer and Council must accept the transfer and co-operate to enable the stamping and registration of the transfer of the Dedicated Land.
- (d) The Dedication Land must be dedicated or transferred to Council prior to the due date specified in clause 1 of this Schedule 3.
- (e) Despite clause 4(a), if having used its best endeavours, the Developer cannot ensure that the Dedication Land is free from any relevant encumbrance and affectation, then:
 - (i) the Developer may request that the Council agree to accept the Dedicated Land and subject to those encumbrances and affectations; and
 - (ii) if the encumbrance or affectation:
 - (A) does not prevent the future use of the Dedication Land for the public purpose for which it is to be dedicated under this Agreement; and
 - (B) is not a charge against the Dedication Land, and
 - (C) is an encumbrance or charge that Council would not be restricted from granting or extinguishing over public road under the *Roads Act 1993*, the Council must not withhold its agreement unreasonably and otherwise, the Council may withhold its agreement at its absolute discretion.

5. Maintenance of Lot 10

- (a) The Developer must maintain Lot 10 for a period of 10 years from the date of the dedication of Lot 10 to Council.
- (b) Maintenance of Lot 10 must be carried out in accordance with the Project Consent and at the sole cost of the Developer (Condition 53B).

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Signing page

Executed as an agreement

Executed by Dubbo Regional Council in under seal in accordance with a resolution of the Council on **[insert date]**:

Signature of **[insert position]**

Signature of **[insert position]**

Full name (print)

Full name (print)

Executed by Andorra Developments Pty Ltd ACN 150 862 570 in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

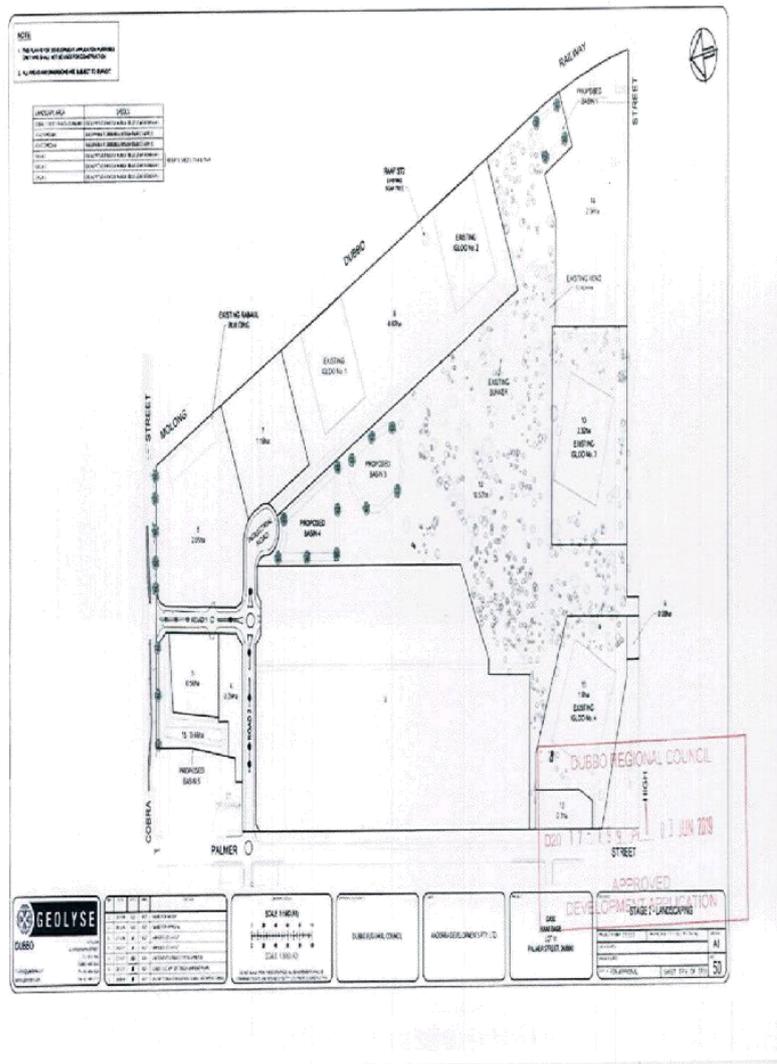
Signature of Director

Signature of Director/Company Secretary

Full name (print)

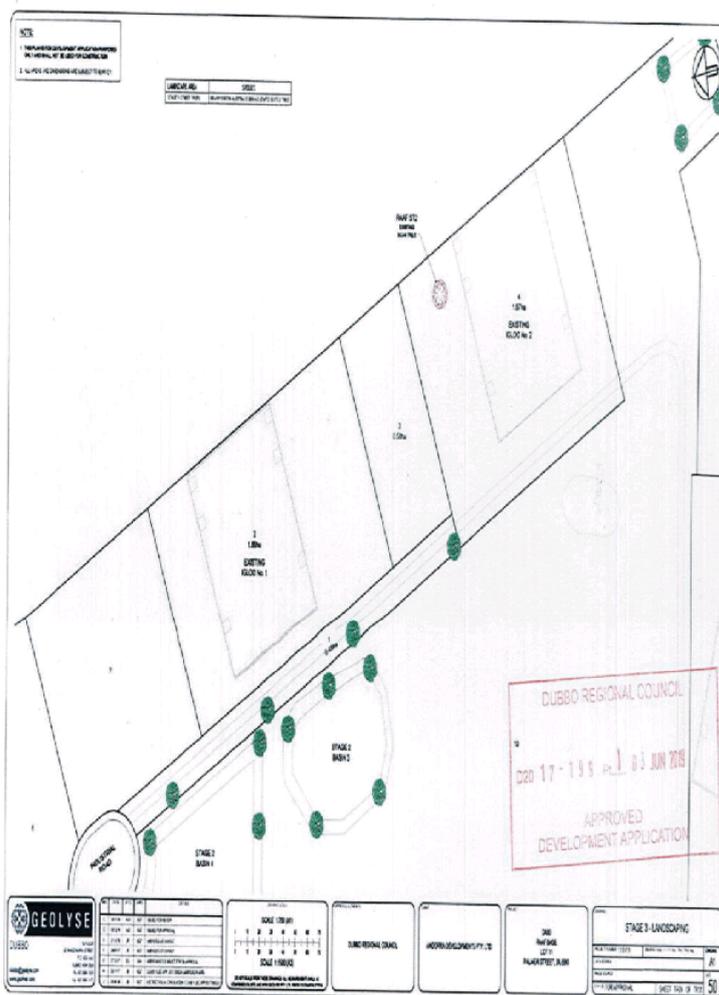
Full name (print)

Annexure A Stage 2 Landscaping Plan





Annexure B Stage 3 Landscaping Plan



Annexure C Showing 'Lot 10' to be dedicated to Council

