

## Strategy and Assets Committee

**Meeting Date:** Tuesday, 08 September, 2020

**Location:** Council Chambers, City Administrative Centre, Bridge Road, Nowra

## Attachments (Under Separate Cover)

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#### 8. Reports

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## ACKNOWLEDGEMENTS

Convic Pty Ltd. Acknowledge the contributions of all those who participated in the pre design consultation phase of the Boongaree Skate park, including the City of Shoalhaven Council staff, residents, community groups and other stakeholders who responded to the various opportunities for input and/or who provided advice and information where required.

## QUALITY INFORMATION

PROJECT NAME BOONGAREE SKATE PARK  
PROJECT NO. 18081  
PREPARED BY Matthew Popek  
REVIEWED BY Bryce Hinton


## PREPARED BY

**CONVIC**

## FOR

**Shoalhaven**  
City Council

## REVISION HISTORY

REVISION	REVISION DATE	DETAILS	AUTHORISED	
			NAME / POSITION	SIGNATURE
A	29/11/19	FINAL CONCEPT	MATTHEW POPEK / SENIOR DESIGNER	

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### CONTENTS

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# 01

## INTRODUCTION

### BACKGROUND

This report develops the site identified in the City of Shoalhaven tender brief and ideas developed by the community into an informed conceptual design for a skate park and pump track space in Berry.

The following report explains the approach and principles utilised to create a comprehensive design response. It outlines the development of the design process and how it responds to council and community feedback. This builds a project vision and results in a well informed final concept design.

The design explores opportunities and possibilities for the holistic integration of a skate space and pump track within the wider master plan, landscape amenity, increased youth activation, supporting infrastructure, circulation and access; promoting Boongaree as a destination throughout the region.



**VISION | To create a destination youth recreation space with a focus on a skatepark and pump track. A space for all ages to enjoy, to play, to teach and learn, through active recreation and social inclusion. A vibrant district hub designed with the community, for the community.**

# INTRODUCTION

**THE BOONGAREE SKATE PARK & PUMP TRACK WILL WORK SIDE BY SIDE COMPLEMENTING ONE ANOTHER, PROVIDING A UNIQUE AND VARIED MIX OF PROVISION. THE SKATE PARK WILL OFFER A MIXED BOWL AND STREET STYLE FOCUS. DIVERSE FEATURES WILL AIM TO DEVELOP SKILL LEVELS IN A UNIQUE OUTCOME AND ALSO PAY HOMAGE TO THE MUCH LOVED PREVIOUS SKATE PARK. INTEGRATING WITHIN THE BROADER MASTER PLAN FOR BOONGAREE PARK, THE SPACE WILL BE AN INVITING AND SAFE SPACE FOR THE COMMUNITY OF BERRY AND THE BROADER REGION.**

## PRE-DESIGN CONSULTATION SUMMARY

The first pre-design consultation outcomes have been summarised to inform a community driven design brief for the Boongaree Skatepark. Conversations with community resulted in the appointment of Hayden Carter as a main representative for the active user group. The information collected from discussions with community and especially Hayden have informed this brief. These are all outlined thematically and have been used as the foundation for the development of the draft concept design.

### TARGET USER GROUP

Open online pre-design consultations were held for involvement of the wider community. At which time a core user group was created Hayden appointed as a key local representative for the current and future users of the space. As a long time user of the existing skate park Hayden brings a wealth of local knowledge and experience and represents the views and ideas of the community. He has in past prepared his own concept designs for the skate park based on community ideas and discussions. The majority of the current local users are male and female skateboarders with a range of different ages and abilities. The facility will however, cater to all active wheeled sports disciplines including BMX, roller bladers and scooters as well as those looking to spectate and socialise.

### SKILL LEVEL PROVISION

The vast majority of the local skate community are of a beginner to intermediate skill level. This indicates the facility will need to cater to developing user skills and skate fundamentals. However, the facility design will consider some higher skill level features ensuring it provides opportunities for skill progression and attract new users who may already be of an advanced ability.

### SKATE TYPOLOGY

As the current facility has a mix in its provision, many members of the community want to see the same approach applied to the new design, but in a more up to date style in line with that of current skate trends. Most participants favoured both transition and street features and as a result want to see a range of street inclusions as well as a closed bowl.

### SKATE VISION

Standout features favoured by community members were a 'snake run' style feature which pays homage to the current skate facility as well as some more modern street and plaza style features. Other favoured features included; a closed bowl, granite ledges and an area for beginners to safely integrate into the space and encourage progression.

### ICONIC ELEMENTS

To celebrate the unique town of Berry, the proposed facility will showcase local identity within the design. It should consider colour, art and architecture that reflects the local countryside and historic, quaint nature of the town. This bespoke aesthetic will help build a sense of ownership and identity with local community members, encouraging a sense of pride around the facility. Other design ideas will revolve around the inclusion of local indigenous artwork and the idea of the newly named 'Boongaree' park meaning 'Meeting Place'. Similar themes will be carried across to the pump track ensuring wider integration and a holistic feel between the two provisions.

### USER + SPECTATOR AMENITIES

To ensure a central community space that can be used by a variety of different user groups, the facility will offer a number of social and passive opportunities. The provision for areas of refuge and shade throughout the day is to be considered and include both purpose-built and the utilisation of existing areas of natural shade. Drinking fountains, BBQ facilities and bins were also considered as important amenities for the skate park and pump track areas and the inclusion of shared use spaces to better integrate with the wider masterplan works.



## INTRODUCTION

### SITE CONTEXT

The site selected for the Boongaree skate park and pump track is located in place of the existing Berry skate park. The existing park is now over twenty years old and located on a site with complex ground conditions, the existing skate park will be demolished and levelled. The proposed facility will sit over the top of the existing and extend north toward the tree line with structurally enhanced edge conditions to compensate for the poor ground conditions.

The site is key to the Berry Strategic Plan. Boongaree District Park is a key economic driver for the township of Berry post the bypass completion.

The site is bordered to the North by the recently completed Princes Highway and to the East by existing Tennis Courts

The prospective site presents an opportunity for Shoalhaven City Council to develop a youth and family space in a vestige of relatively under utilised space.

With the existing site features and proposed masterplan development, the facility will create a dynamic and activated central community hub to offer recreational and social experiences for all members of the community; from day to day usage to larger community events. As one of the foremost Youth spaces within the area it will be an important strategic public realm hub for Berry and the wider NSW area; creating a destination for the youth of the region.



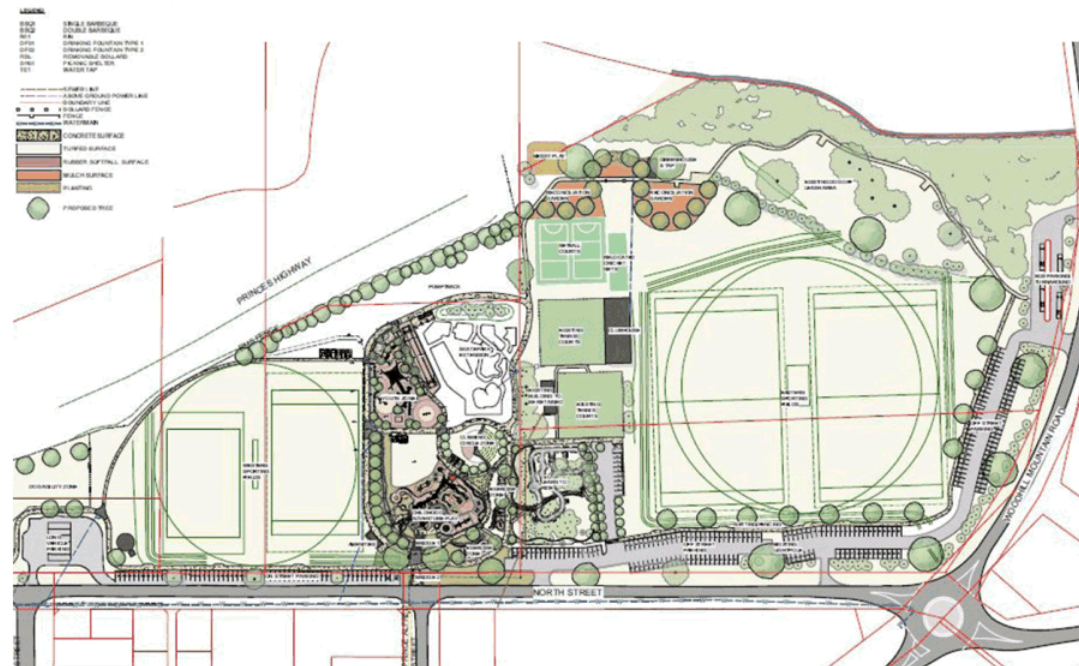
## INTRODUCTION

## MASTERPLAN

The masterplan prepared by the city of Shoalhaven contains a number of different recreation spaces including the skate park and pump track as well as play areas, sports courts, stage areas, BBQ shelters and other active and passive recreation spaces. Each provides a different provision and allows for a different need, but maintain a similar flowing organic form. This visual language helps to tie the park together as one holistic experience. It is vital the skate park and pump track take on this design intent and maintain consistency with the other surrounding spaces to ensure broader integration. Thought will be given to how the skate park shares the shelter spaces, backs on to the central seating and green space as well as sitting alongside the adventure play area and flying fox.

It is vital that the skate park and pump track keys into this recreation framework to ensure an integrated overall approach to the Berry District Park recreation masterplan.

\*Note the overall masterplan has been updated from the image opposite and since the draft design issue. Although similar, some of the inclusions have been modified and their placement adjusted.





# 02

## BACKGROUND

### SKATE CONTEXT

In order to determine the style of facility proposed for the Boongaree Skate Park it is first important to undertake a study of skate facilities within a close proximity to the proposed Skate Park development to identify their style and where gaps in provision exist. Skate facilities consist of three distinct style: Plaza, Transition and Combination.

This study has identified that the region consists of a mixture of all style parks. These existing facilities are mainly older style skate parks which are not in keeping with current skate trends and in need of updating and in some cases repair. It is critical that the new facility does not copy features in existing parks and creates a unique space with new and different obstacles.

With this in mind, and in keeping with the results from community consultation, it is advised that a combination style facility will be best suited for the Boongaree skate park. It will mix a bowl / transition section with a plaza / street style area and provide a wide range of features for all user styles and abilities. This will create a district skate park with interesting and stand-out features that also compliments the existing network of skate parks.

There are currently no nearby outdoor public asphalt pump tracks in the area which along with the community consultation feedback further highlights the need for an inclusive pump track facility.



CURRENT BERRY SKATE PARK



SHOALHAVEN SKATE PARK (11.8KM 13 MINS)



GERRIGONG SKATE PARK (14.6KM 14 MINS)



KIAMA SKATE PARK (24.9KM 19 MINS)



NOWRA SKATE PARK (18.1KM 22MINS)



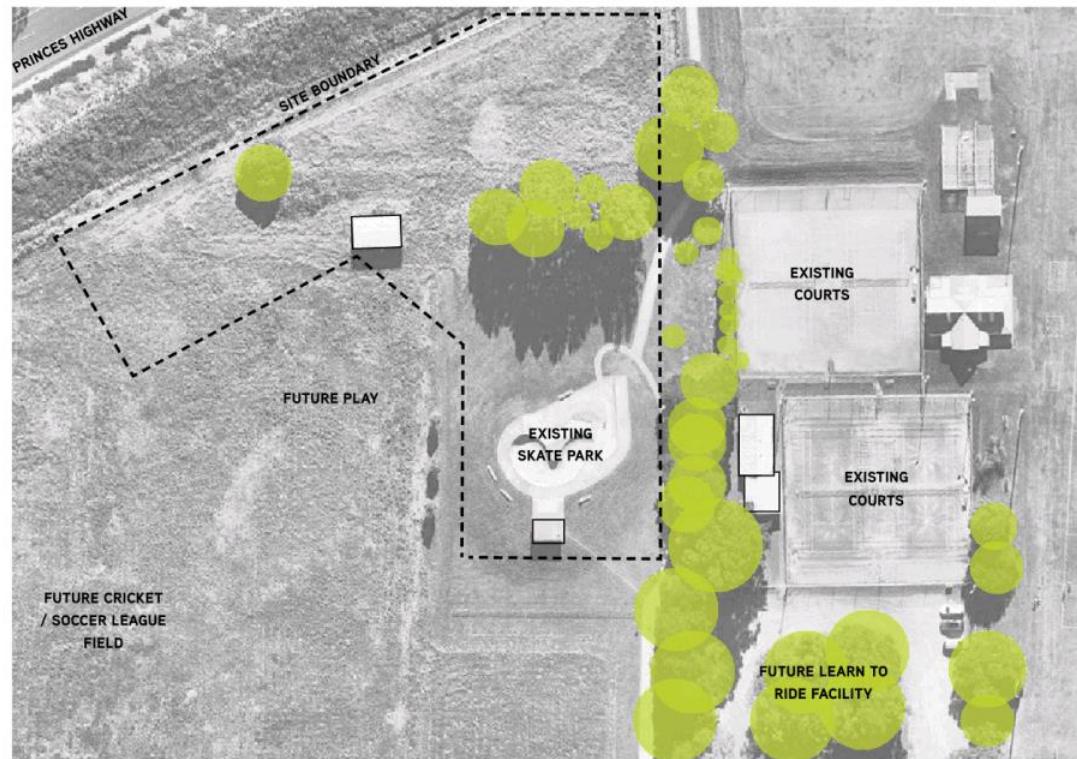
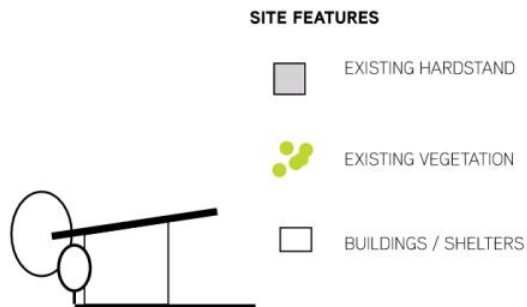
CULBURRA BEACH SKATE PARK (39.3KM 41 MINS)

# 03

## SITE ANALYSIS

### SITE FEATURES

The site is located at the existing old Berry Skate Park and sits to the north of the Recreation Plan Master Plan, it is currently a large open grassed area. The site is bordered to east by the existing Tennis courts and club rooms as well as large stands of existing trees. To the north of the existing skate park there is a cluster of trees and the Princes Highway which is elevated on a large earth bund. The site is generally open flat grassed area.



## SITE ANALYSIS

### TOPOGRAPHY, HYDROLOGY + ASPECT

The site grades evenly at a shallow grade from north west to south east but is relatively flat. There is existing mounding at the old skate park. Due to the low-lying site drainage this will be a key consideration for design layout, grading and earthworks. The site has complex ground conditions that will have to be factored into design and engineering of the new facility.

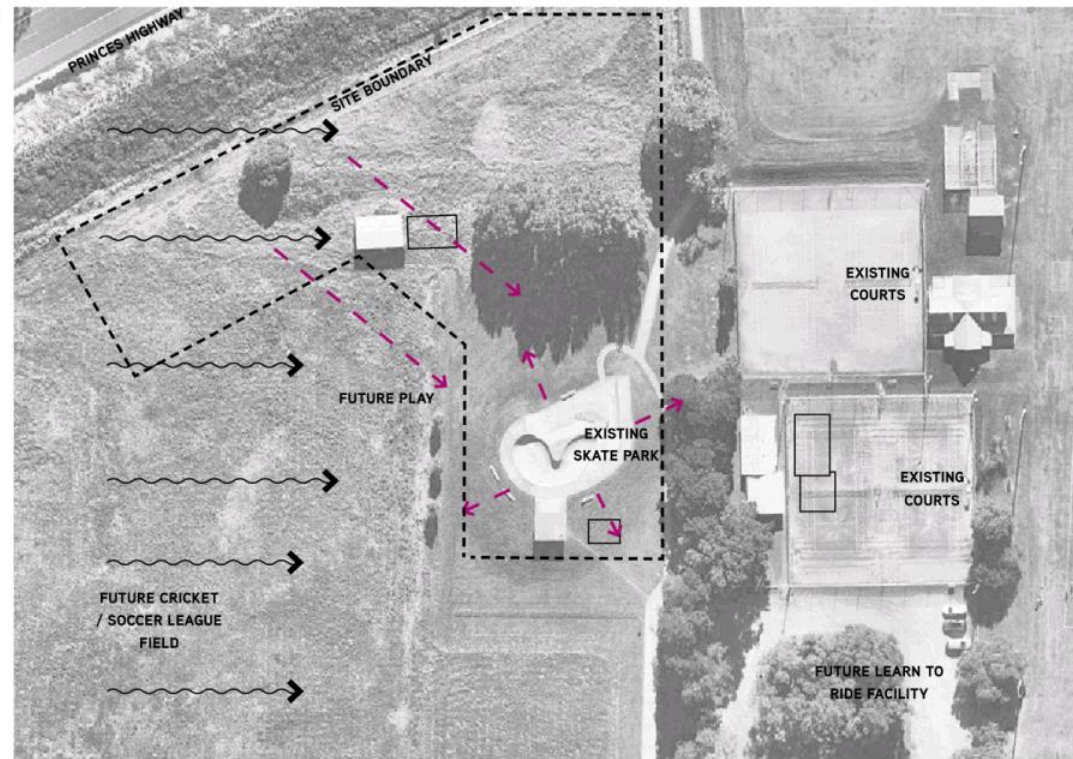
The direction of the afternoon sun is from the West, therefore shade and shelter design will aim to reduce solar impact and allow airflow to release and ventilate the space.



#### TREE IDENTIFICATION

—→ GRADE DIRECTION

—→ AFTERNOON SUN





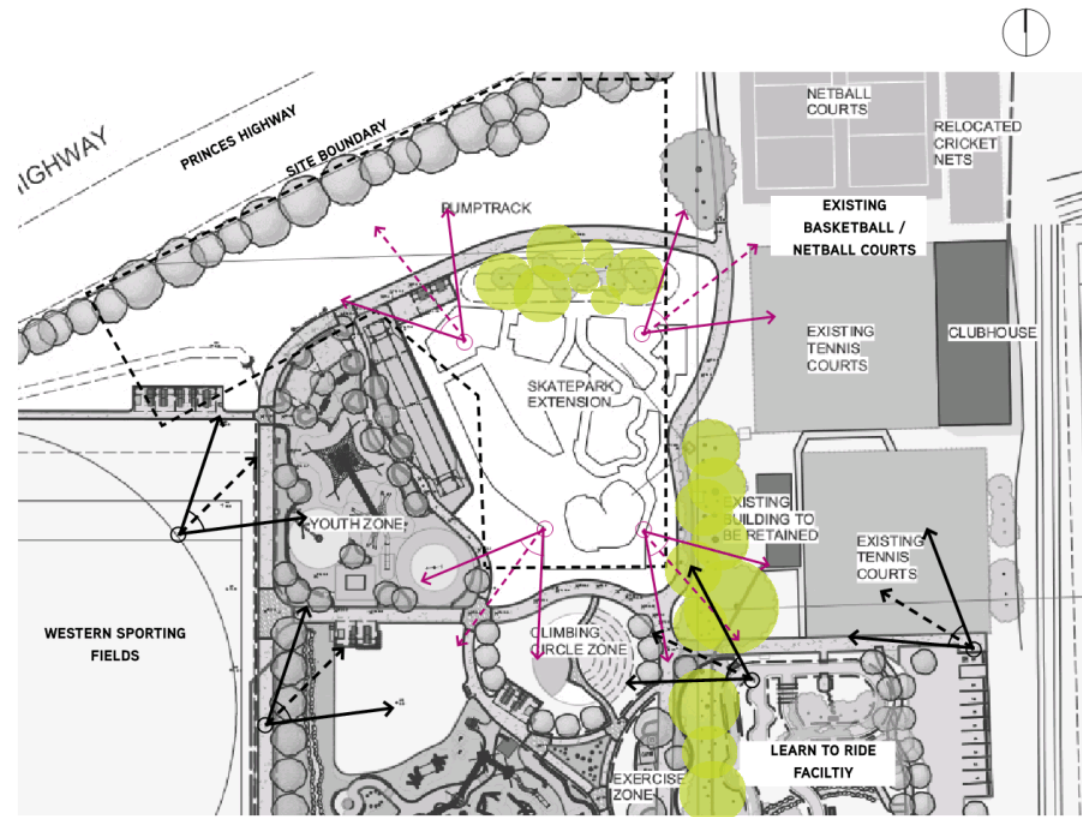
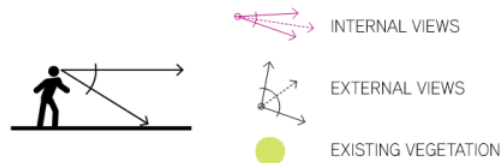
## SITE ANALYSIS

### VISUAL CONNECTIONS + SAFER BY DESIGN PRINCIPLES

It is essential for the design of any youth facility to allow for and encourage clear views into, across, from and through the site. This promotes passive and natural surveillance for the space and discourages anti-social behaviour.

The proposed skate park and pump track is located to the rear of the recreation area. Stage 1 of Boongaree is currently under construction. This will lend itself to passive and active natural surveillance. The current master plan raises concerns around the promotion of CPTED and 'safer by design' principles. However, it is understood that this is already a highly activated community space, that is only going to grow in its popularity and regular use resulting in increased levels of passive and natural surveillance into the facility. The planned crown lift on the existing row of trees to the North of the site will further alleviate these concerns and increase views into the space.

#### VISUAL CONNECTIONS



## SITE ANALYSIS

### CIRCULATION + ACCESS

The skate park and proposed pump track currently has limited immediate vehicle access however, Stage 1 of the Boongaree masterplan will be delivered by 2022 and with it, accessible parking located at a distance of 100m and situated directly to the East. Further formalised parking will be available around the tennis courts and by the playing fields. The parking facilities will be connected with accessible pathways within the upcoming scope of works.

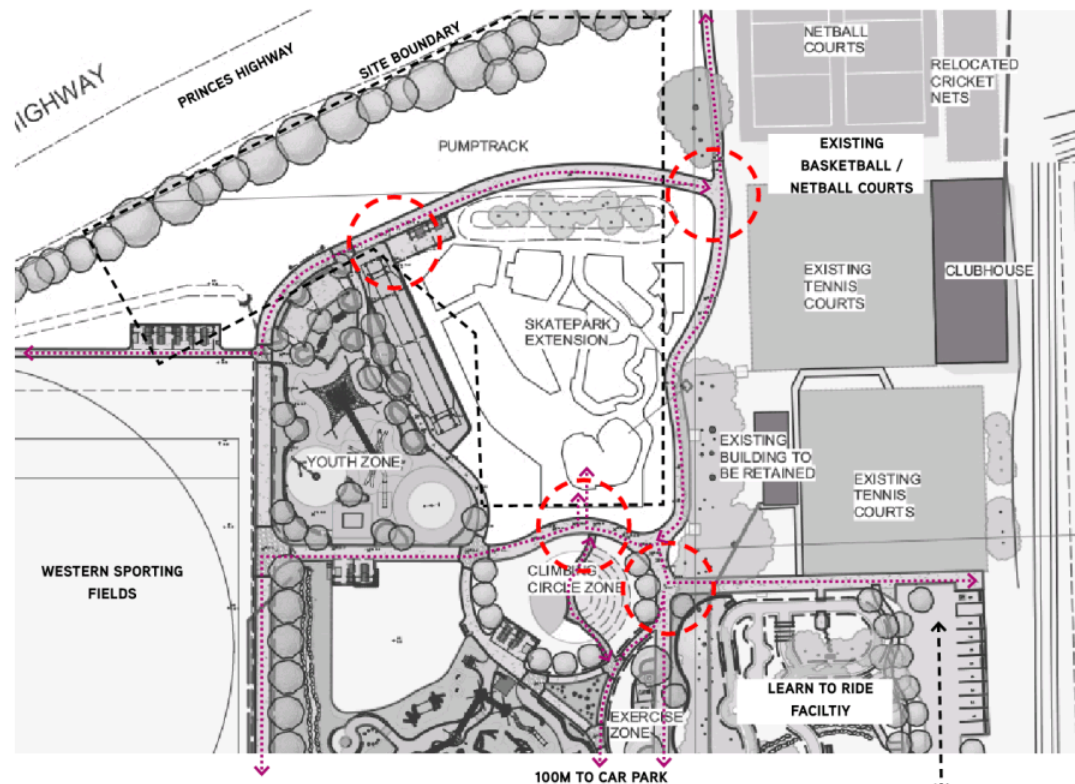
The design will look to strengthen the other footpath connections throughout the masterplan to bring more passive and active surveillance onto the youth space area.

#### MOVEMENT + CIRCULATION

PEDESTRIAN

VEHICLE

ENTRY NODES





## SITE ANALYSIS

### EXISTING SITE - PHOTO STUDY

1. Much loved quarter pipe at old park
2. Existing snake run
3. Looking North towards new highway
4. Street features from existing park
5. Looking east towards courts
6. Existing connection path
7. Trees bordering site to the north
8. Existing large shelter
9. Looking south at existing vacant lot to be developed in MP



# 04

## CONCEPTUAL PROGRESSION

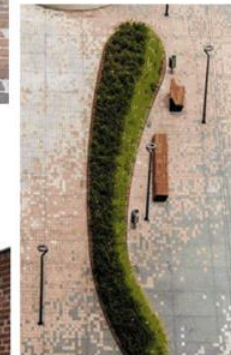
### THEMING

The prominent response through community consultation and conversation with Hayden referenced paying homage to the existing skate park. Popular features from it included the long quarter pipe the snake run element. The organic forms of the old snake run and those of the areas of activation within the masterplan will be considered toward the inclusion of some unique organic forms and free form shapes.

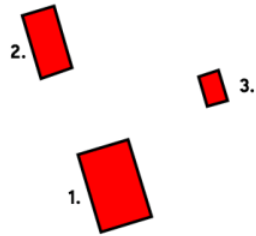
Other references include influence from the town of Berry itself with it's bucolic style and pleasant countryside manner. The red brick pathways, quaint timber frame shop fronts and pastoral architecture can be combined as a bespoke, eye catching theme to encourage youth and families to enter the space and take pride in the appearance of it.

The contrasting idea of organic concrete form combined with the old colonial brick architecture creates an interesting design aesthetic where old meets new - this material change will be explored throughout the design, particularly in transition zones between spectating and skate flow.

Often referred to as the 'Town of Trees' the design has been developed to ensure that all the existing trees currently in the site have been retained and additional trees have been included in and around the proposed social and passive spaces.

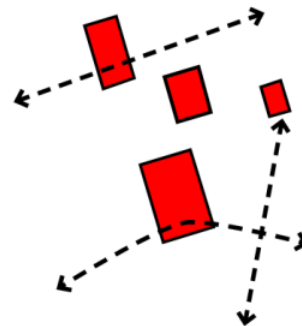


## CONCEPTUAL PROGRESSION



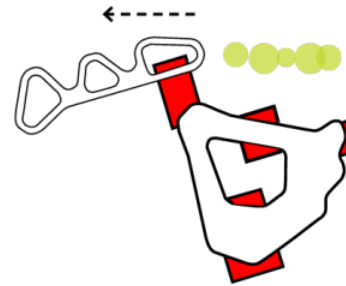
### 1. THREE ELEVATED BEACON POINTS

Three main elevated brick vantage points have been introduced to act as beacons: as the skate park is located towards the rear of the site this will help to increase visual surveillance and bring people into the space. These beacon points will form main viewing areas for spectators and users to take in the spectacle.



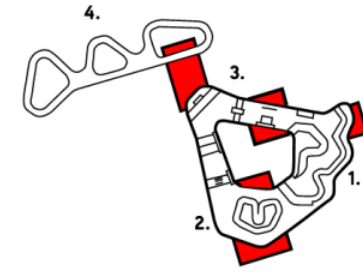
### 2. STRENGTHEN CONNECTIONS

Pedestrian promenades have been reorientated to direct users into the space towards beacon points. These footpaths will also help with directing the lines of sight into the 'back of house' site and create a destination at the end of the promenades.



### 3. NEW VS. OLD

The contrasting idea of organic concrete form combined with the old colonial brick architecture creates an interesting design aesthetic where old meets new and the new is cut out of the brick spectators zones. The pump track has been relocated to sit to the west of the existing stand of trees, making it more connected with the future play area and increase more prominent lines of sight throughout the recreation space.



### 4. FOUR MAIN USER AREAS

Four main areas have been defined within the facility to reflect consultation feedback:

1. Contemporary snake run paying homage to the old skate park
2. Mini bowl with roll in and spine
3. Street / plaza area
4. Pump track



# 05

## DRAFT CONCEPT: CONSULTATION FEEDBACK

### DRAFT CONCEPT DESIGN CONSULTATION

The draft concept design consultation comprised an open drop in session held a short distance from the proposed site. Advertised across social media platforms and on the Shoalhaven Council website it invited all involved parties to come along and have an input into the development of the concept design. Hayden Carter also worked to invite and encourage those he knows as frequent users of the existing skatepark to come along and provide insight.

Many of those who attended had been involved in previous discussions about the concept design through Hayden and the Shoalhaven Council.

Following a presentation of the initial consultation findings, the design process to date, design theming and eventually the draft concept, attendees completed a sketch workshop and took part in group discussions on the project. There was a strong presence of skate, BMX and scooter specific attendees that were interested in the technical / functional aspects of the draft concept design. Also in attendance were community members with a vested interest in the project; including future users, families, stakeholders and local residents, who shared opinions and ideas around both skate and the supporting amenity and wider integration.

Further to this the design was workshopped with the Council design team who provide detailed feedback about the key connection points, levels, overall drainage and surrounding integration within the masterplan.

The following pages outline key responses received during group discussions and a summary of the feedback from the consultation workshops:



## DRAFT CONCEPT: CONSULTATION FEEDBACK

### DRAFT CONCEPT CONSULTATION SUMMARY

#### COMMUNITY DROP INN SESSION

Many participants from the community consultation were really happy with the design presented. Comments focused around the wide range of features included, the diversity within the design and how there was **"SOMETHING FOR EVERYONE"**. Some of the active users and parents provided detailed feedback that included adding some more low level transition, which could be included within the 'snake run style area', possibly considering how it could be closed off with a long quarter pipe to replicate the much loved one in the existing skate park.

Participants also provided comments on the supporting amenity and landscape works around the skatepark. Majority of feedback provided was very positive.

People were particularly impressed with the amount of social spaces and seating included, encouraging a wider user group into the space and providing plenty of opportunity to increase spectating and social interaction between active and non-active participants, which had been highlighted as a concern at the current skate park where there is a clear disconnection. Further to this attendees expressed admiration on the unique and associated aesthetic of the social spaces which takes inspiration from the red brick paved high streets around Berry and the relationship to the names of both the park as Boongaree (meeting place) and Berry as the 'Town of Trees'.

Non-active participants, spectators and other park users expressed concerns about having to cross the skatepark to access some of the shelters, seating and social spaces and commented how they would like to see them positioned along the perimeter of the skatepark and more easily accessed from the surrounding footpaths.

#### COUNCIL + CONVIC WORKSHOP

Following the community workshops, the design was workshopped with Roslyn, Julia and Antonie from the council design team, comments focused around the interface between the skatepark and the flying fox area as well as the connecting footpath network, proposed levels, drainage and wider integration within the masterplan

Specific comments included :

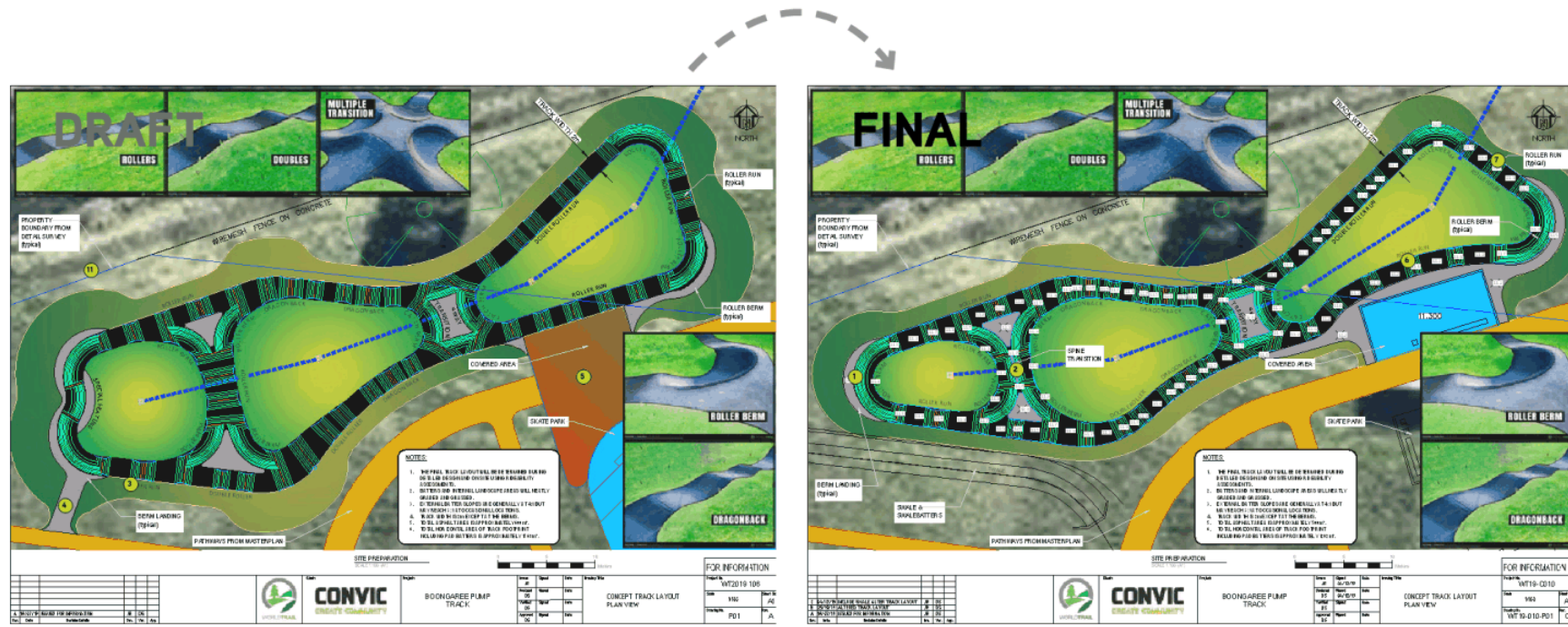
- Removal of the 'slide and staging area' creating an opportunity to explore a more prominent entrance area and connection point in it's place
- Adjustment of skate park boundary along western edge to allow room for flying fox area
- Consider opportunity for skate design to expand further in a south easterly direction
- Adjust pathway along the north eastern and eastern edge of the skate area
- Levels along the path network to be amended to align with updated Council design and masterplan
- Pump Track to be adjusted to account for proposed drainage swale
- Remove social and seating area from under existing tree line at the north end of the site to provide better views and sight lines



## DRAFT TO FINAL SKATE : KEY CHANGES



## DRAFT TO FINAL PUMP TRACK: KEY CHANGES



1. Triple berm bend revised to a roller berm to allow for updated drainage swale in masterplan.
2. Switch over added to allow for two runs in place of one wider roller run.
3. South edge shifted north and design narrowed and tapered at western end to allow for swale and surrounding batters.
4. Connecting access path removed to allow for drainage swale.
5. Shelter and seating area amended to clearly delineate the shared use footpath from the skate park and pump track areas.
6. Curving pump track roller run added to integrate with adjusted seating/ shelter area.
7. Far north eastern berms adjusted and repositioned further east creating larger and more mellow corners.



06

## CONCEPT DESIGN: SKATE

### LEGEND

#### SKATE WORKS

- 1 Mini Banked Hip with Granite Kerb
- 2 5 Stair with Rails + Granite Hubbas
- 3 A-Frame with Rail and Granite Ledge
- 4 Hip Brick Gap + Ledge
- 5 Bank to Ledge
- 6 1200H Flatbank Hip
- 7 Escalating Transition Pocket
- 8 Driveway Hip with Ledge
- 9 500H Waterfall
- 10 900H Long Quarter Pipe
- 11 Pump Bump
- 12 900H Roller Hip
- 13 900H Pocket with Loveseat + PC
- 14 900H Bank with Set-up Gap
- 15 Mellow Granite Ledge/ Manny Pad
- 16 Kicker to Out Ledges
- 17 Kerb Pad with Kicker Gap + Ledge
- 18 Flat Rail
- 19 Flat Granite Ledge
- 20 Down Section with Rails + Hubbas
- 21 Brick Gap
- 22 1050H Spine Bowl with Roller
- 23 1050-1500H Escalating Pockets

CLIENT

Shoalhaven  
City Council

Scale 1:300 @ A3

**CONVIC**

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#### PROJECT

Boongaree Skate Park + Pump Track

#### TITLE

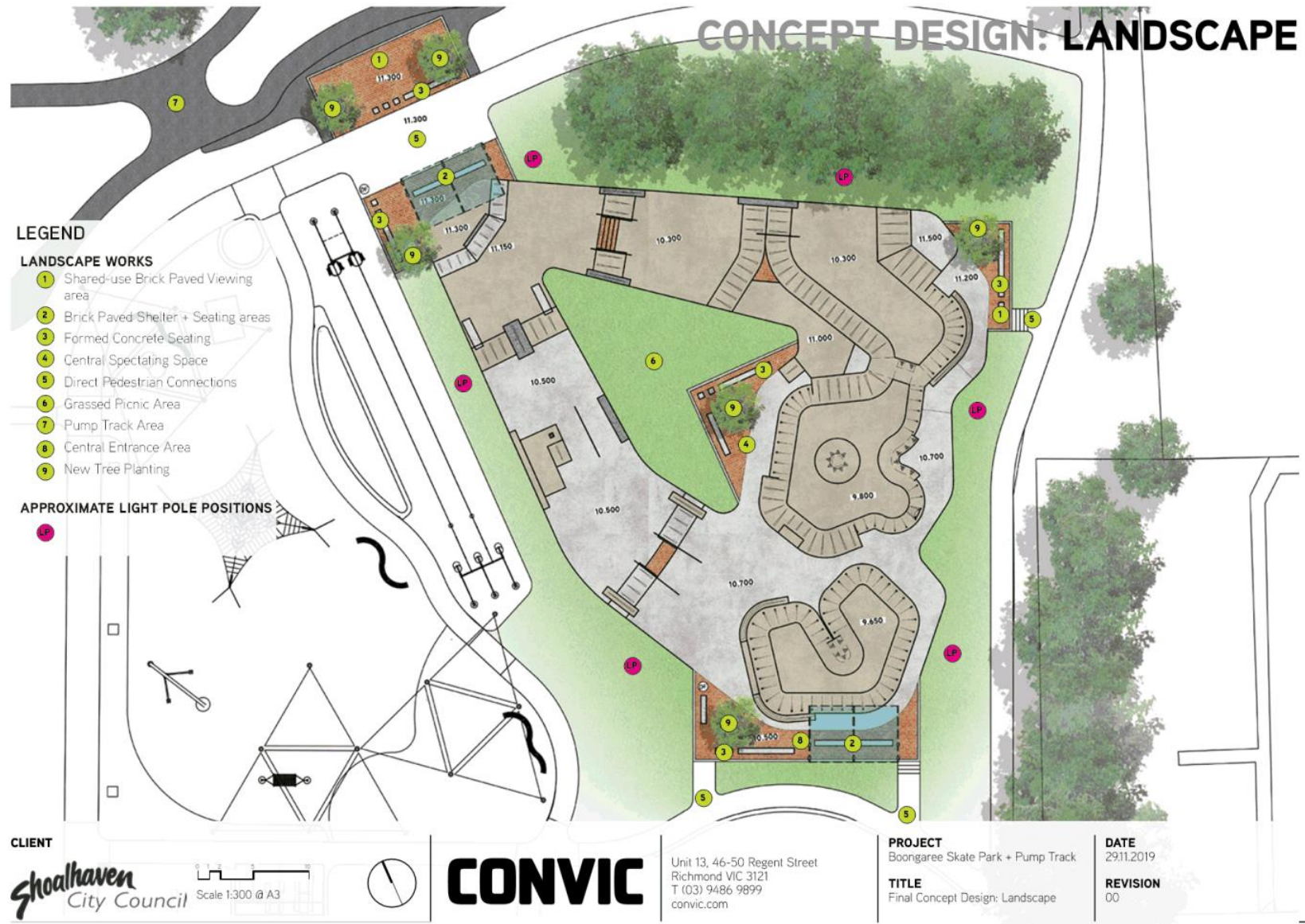
Final Concept Design: Skate

#### DATE

29.11.2019

#### REVISION

00





## 3D VISUALISATION





## 3D VISUALISATION



# 07

## PALETTES - SKATE

### SKATE FEATURE PRECEDENTS

1. Flowing Snake Run
2. Kicker Over Hydrant
3. Slappy Kerb Quarter
4. Mini Bowl with Spine
5. Stair set with Rail and Hubba Ledge





## PALETTES - FURNITURE

### FURNITURE PRECEDENTS

1. Extruded Concrete Seating
2. Shade Shelter and Seating
3. Drinking Fountain
4. Informal Picnic Seating
5. Skate Park Signage

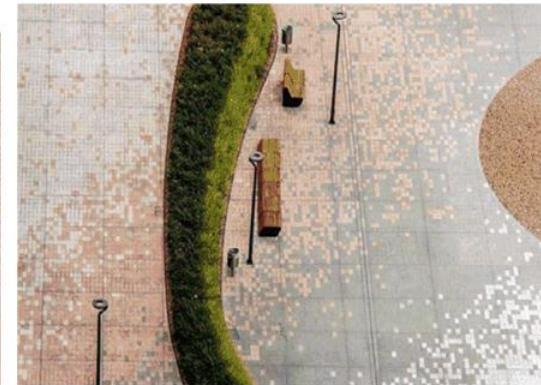
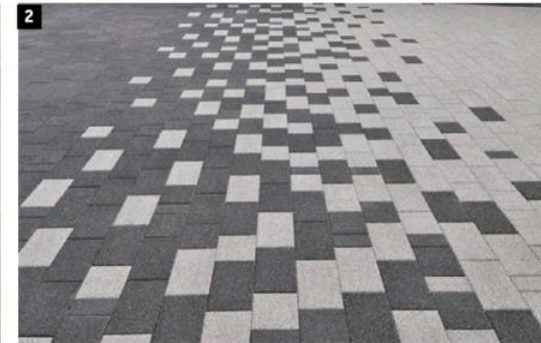


## PALETTES - MATERIALS

### MATERIALS AND SURFACE FINISHES

Landscape materials and surface finishes are used to contrast the organic concrete forms with the old colonial brick architecture: creating an interesting and unique design aesthetic where old combines with new and references the high streets around Berry town centre.

1. Different size cladding denotes material change
2. Scattering of one material into the next
3. Seating terraces
4. Red brick contrasting with concrete
5. Paving used to merge between spaces



# 08

## NEXT STEPS

### MOVING FORWARD

Upon council endorsement of the final concept design and costing, the design will progress into detailed design and documentation.

During this stage the design will undergo a detailed assessment to verify and prove it from a functional, safety and construction perspective. This will be undertaken with consideration to industry best practice design principles in active wheeled sports, relevant Australian Standards and the Australian Institute of Landscape Architecture.

Following detail design, the works will progress into contract documentation. This will encompass the preparation of drawings and specifications to enable the tendering and construction of works. In addition, using our in-house construction costing resources, we will prepare an itemised cost estimate to verify the design is in alignment with the construction budget expectations.





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1 July 2020

# SHOALHAVEN FAMILY DAY CARE

Educator consultation and  
information session.





# SFDC- Items to be covered

[council@shoalhaven.nsw.gov.au](mailto:council@shoalhaven.nsw.gov.au) | [www.shoalhaven.nsw.gov.au](http://www.shoalhaven.nsw.gov.au)



SFDC SERVICE  
OVERVIEW



FUNDING AND  
SUSTAINABILITY



PROPOSED  
CHANGES



SUMMARY OF  
PROPOSAL



REGULATIONS



IMPACT



WHERE TO  
FROM HERE

# SFDC- Service Overview

[council@shoalhaven.nsw.gov.au](mailto:council@shoalhaven.nsw.gov.au) | [www.shoalhaven.nsw.gov.au](http://www.shoalhaven.nsw.gov.au)



Shoalhaven Family Day Care (SFDC) is run by SCC



Under the Licence – the CEO is the provider and the Nominated Supervisor coordinates day to day operations.



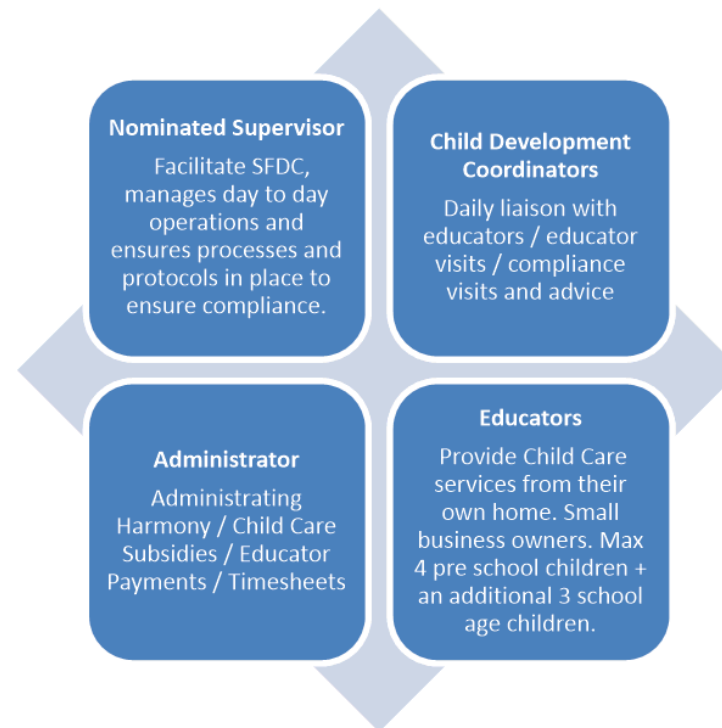
SFDC organise, monitor and support local homebased childcare services across the Shoalhaven LGA



SFDC currently have 30 educators providing day care to 195 children from 186 families

# SFDC- Service Overview

[council@shoalhaven.nsw.gov.au](mailto:council@shoalhaven.nsw.gov.au) | [www.shoalhaven.nsw.gov.au](http://www.shoalhaven.nsw.gov.au)





# SFDC- Service Overview

[council@shoalhaven.nsw.gov.au](mailto:council@shoalhaven.nsw.gov.au) | [www.shoalhaven.nsw.gov.au](http://www.shoalhaven.nsw.gov.au)

Area	Educators	Families
Bomaderry	3	24
Falls Creek	1	5
Greenwell Point	1	7
Nowra	4	24
Nowra Hill	1	5
Pyree	1	8
Sanctuary Point	5	31
Shoalhaven Heads	1	6
South Nowra	1	7
Vincentia	2	12
West Nowra	2	6
Worrigee	3	18
Ulladulla	3	33
Maternity Leave & relief	4	0
TOTAL	30	186

# SFDC- Service Overview

[council@shoalhaven.nsw.gov.au](mailto:council@shoalhaven.nsw.gov.au) | [www.shoalhaven.nsw.gov.au](http://www.shoalhaven.nsw.gov.au)



Fees are based on an hourly rate of between \$8-\$12 per hour. SCC (SFDC) set the parameters



Educators set their own fees.



Fees are based on actual time that children spend in home-based care.

## SFDC- Funding and Sustainability

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- SFDC currently receive Federal funding through the Community Child Care Fund to supplement the service
- This funding will be reduced to \$0 over the next four years.

Financial Year	Allocated Funding
2018/2019	\$112,390
2019/2020	\$82,610
2020/2021	\$68,725
2021/2022 and beyond	\$0



# SFDC- Funding and Sustainability

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Currently SFDC is forecast to make a loss in 2019/2020 due to reduced funding. Forecasted to be \$95,000



Council resolved in 2017 to work towards meeting the performance targets to improve services, after it did not resolve to move the service to a suitable provider.



To ensure sustainability, a service review is required including Fees and Charges, Number of Educators, Staffing levels.



Council has historically increased fees & charges each year by approximately \$0.05



The childcare subsidy is increased annually, although SFDC has not been increasing its fees



**Currently Council subsidises fees at \$500 per family which is not sustainable long term**

# Proposed Changes

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## Educators Levy

This fee is paid by all educators on a weekly basis. Currently educators pay \$22 per week regardless of the size and scope of their service.

**Proposal - Charge \$0.30 per child per hour.** *Based on an average of 4 children per day over 4 days, fees would increase to \$38.40 per week.*

**Introduce a weekend/AH Educator Levy of \$40 per day to cover minimum on-call costs for SFDC to meet Educator : CDC ratio legislative requirements, OR alternatively SFDC will not offer weekend/AH care until the business is viable enough to be able to support this.**



### Educator Registration Fee

Paid annually by each educator. Fee is \$35 and covers administration associated with registration. New Educators can claim this as a tax deduction.

**Proposal - Increase to \$50 per annum.**

Cost recovery would be approx. \$65.00 per educator per annum.



# Proposed Changes

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## Educator Training Fee

This fee is only applicable to new educators. We currently charge \$340.

This fee provides access to training resources for new starters.

**Proposed to increase to \$400 per new educator**

# Proposed Changes

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## Family Enrolment Fee

Current fees are \$35 per family, payable as a one off fee regardless of the number of children attending.

**Change to an Annual Child Enrolment Fee per child as a sliding scale for siblings with the 4th child free.**

**1st child \$25 - 2nd child \$20 - 3rd child \$15 and 4th+ child free.**



### Parent Administration Levy

This fee is paid by parents and is currently \$1.20 per child per hour.

**It is proposed to increase this fee to \$1.35 per child per hour.**



# Proposed Charges

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## Educator Fees

**It is proposed to amend the guidelines to enable educators to charge between \$8 and \$20 per hour.**

The new structure would enable educators to raise fees to absorb costs.

# Summary of fee proposals

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Fee / Levy	now	new
Fee Parameters set by SCC	\$8 - \$12 per hour	\$8 - \$20 per hour
Educator Levy	\$22 per week	\$0.30 per child per hour
Educator Registration Fee	\$35 per year	\$50 per year
Educator Training Fee	\$340 one-off	\$400 one-off
Family enrolment Fee	\$35 per family one-off	\$25 x 1 <sup>st</sup> child - \$20 x 2 <sup>nd</sup> child - \$15 x 3 <sup>rd</sup> child – 4th child free per year
Parent Administration Levy	\$1.35 per child per hour	\$1.50 per child per hour



## Staffing

To be compliant with the Regulations as per the Australian Children's Education and Care Quality Authority we must:

- Operate at 1:25 (or part of) coordinator per educator



## Educators

(based on 4 children for 8 hours per day, 4 days per week over 48 weeks)

Increased levy of approximately \$821.40 per annum. Educators can recover this by increasing their hourly fee to compensate.

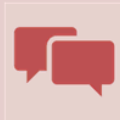
## Families

(based on one child attending 4 days a week for 8 hours per day over 48 weeks – not taking into account CCS or educators raising their fees)

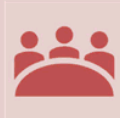
Increased levy of approximately \$265.40 per annum or approx. \$5.10 per week

Child Care Subsidy increases mean that in the last financial the CCS went up by \$0.20 per hour but Councils fees and charges were only raised by \$0.05.





Council receive your feedback in relation to the proposed changes



Report to Council



## Voluntary Planning Agreements

*Policy Number: POL18/34  
Adopted: 25/03/2008  
Amended: 9/06/2009  
Reaffirmed: 26/02/2013, 9/05/2017  
Minute Number: MIN08.307, MIN09.719, MIN13.106, MIN17.378  
File: 34468E  
Produced By: Planning, Environment and Development Group  
Review Date: 1/12/2020*

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Shoalhaven City Council – Voluntary Planning Agreements

## 1. INTRODUCTION

1.1 This Policy sets out Shoalhaven City Council's policy and procedures relating to Planning Agreements under the *Environmental Planning and Assessment Act 1979*.

1.2 This Policy was adopted by resolution of the Council on 25<sup>th</sup> March, 2008.

1.3 In this Policy, the following terminology is used:

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

*development application* has the same meaning as in the Act;

*development contribution* means the kind of provision made by a developer under a Planning Agreement, being a monetary contribution, the dedication of land free of cost or the provision of a material public benefit;

*instrument change* means a change to an environmental planning instrument to enable a development application to be made to carry out development the subject of a Planning Agreement;

*planning benefit* means a development contribution that confers a net public benefit, that is, a benefit that exceeds the benefit derived from measures that would address the impacts of particular development on surrounding land or the wider community;

*public facilities* means public infrastructure, facilities, amenities and services;

*planning obligation* means an obligation imposed by a Planning Agreement on a developer requiring the developer to make a development contribution;

*Practice Note* means the *Practice Note on Planning Agreements* published by the Department of Infrastructure Planning and Natural Resources (July 2005);

*public* includes a section of the public;

*public benefit* is the benefit enjoyed by the public as a consequence of a development contribution;

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

*surplus value* means the value of the developer's provision under a Planning Agreement less the sum of the value of public works required to be carried out by the developer under a condition imposed under s80A(1) of the Act and the value of development contributions that are or could have been required to be made under s94 or s94A of the Act in respect of the development the subject of the agreement.

1.4 The Purposes of this Policy are:

- (a) To establish a framework governing the use of Planning Agreements by the Council;



*Shoalhaven City Council – Voluntary Planning Agreements*

- (b) To ensure that the framework so established is efficient, fair, transparent and accountable;
  - (c) To enhance planning flexibility in the Council's area through the use of planning agreements,
  - (d) To enhance the range and extent of development contributions made by development towards public facilities in the Council's area;
  - (e) To set out the Council's specific policies on the use of Planning Agreements; and
  - (f) To set out procedures relating to the use of Planning Agreements within the Council's area;
- 1.5 The Council's Planning Agreements framework consists of the following:
- a) The provisions of Part 7, Division 7.1, Subdivision 2 of the Act.
  - b) The provisions of Division 1A of Part 4 of the Regulation; and
  - c) This Policy.
- 1.6 This Policy is not legally binding. However, it is intended that the Council and all persons dealing with the Council in relation to Planning Agreements will follow this Policy to the fullest extent possible.
- 1.7 It is intended that this Policy will be periodically updated. The up-dates may cover additional matters to those covered in this Policy or provide more detailed information or guidance on specific matters covered in this Policy.

**2. POLICY ON THE USE OF PLANNING AGREEMENTS****Council's Strategic Objectives for the use of Planning Agreements**

- 2.1 The Council's strategic objectives with respect to the use of Planning Agreements include:
- (a) To provide an enhanced and more flexible development contributions system for the Council, which achieves net planning benefits from development wherever possible and appropriate;
  - (b) To adopt innovative approaches to the provision of infrastructure that reflects a balance of environmental standards, community expectations and funding priorities;
  - (c) To ensure that developers make appropriate development contributions towards the cost of the provision and management of public facilities within the Council's area;
  - (d) To supplement or replace, as appropriate, the application of section 7.11 and section 7.12 of the Act to development;

*Shoalhaven City Council – Voluntary Planning Agreements*

- (e) To give all stakeholders in development greater involvement in determining the type, standard and location of public facilities and other public benefits;
- (f) To allow the community, through the public participation process under the Act, to gain an understanding as to the redistribution of the costs and benefits of development in order to realise community preferences for the provision of public benefits; and
- (g) To increase certainty for the community, developers and Council in respect to infrastructure and development outcomes.

**Fundamental Principles Governing the Use of Planning Agreements**

2.2 The Council's use of Planning Agreements will be governed by the following principles:

- (a) Planning decisions may not be bought or sold through Planning Agreements;
- (b) Development that is unacceptable on planning grounds will not be permitted because of planning benefits offered by developers that do not make the development acceptable in planning terms;
- (c) The Council will not allow Planning Agreements to improperly fetter the exercise of its functions under the Act, Regulation or any other Act or law;
- (d) The Council will not use Planning Agreements for any purpose other than a proper planning purpose;
- (e) The Council will not seek benefits under a Planning Agreement that are unrelated to particular development;
- (f) The Council will not allow the interests of individuals or interest groups to outweigh the public interest when considering a proposed Planning Agreement;
- (g) The Council will not improperly rely on its statutory position in order to extract unreasonable public benefits from developers under Planning Agreements; and
- (h) Where the Council has a commercial stake in development the subject of an agreement, it will take appropriate steps to ensure that it avoids a conflict of interest between its role as a planning authority and its interest in the development.

**Circumstances in Which Council Will Consider Negotiating a Planning Agreement**

2.3 The Council, in its complete discretion, may negotiate a Planning Agreement with a developer in connection with any proposed application by the developer for an instrument change or for development consent relating to any land in the Council's area.

**Specific Purposes of Planning Agreements**

2.4 The Council may consider negotiating a Planning Agreement with a developer to:

*Shoalhaven City Council – Voluntary Planning Agreements*

- (a) Compensate for the loss of, or damage to, a public amenity, service, resource or asset caused by the development through its replacement, substitution, repair or regeneration;
- (b) Meet the demands created by the development for new public infrastructure, amenities and services;
- (c) Address a deficiency in the existing provision of public facilities in the Council's area;
- (d) Achieve recurrent funding in respect of public facilities;
- (e) Prescribe inclusions in the development that meet specific planning objectives of the Council;
- (f) Monitor the planning impacts of development; and
- (g) Secure planning benefits for the wider community.

**Acceptability Test to be Applied to all Planning Agreements**

- 2.5 The Council will apply the following test in order to assess the desirability of the possible outcome of a proposed Planning Agreement:
- (a) Is the Planning Agreement directed towards a proper or legitimate planning purpose having regard to its statutory planning controls and other adopted planning policies and the circumstances of the case?
  - (b) Does the Planning Agreement result in a public benefit?
  - (c) Does the Planning Agreement provide for a reasonable means of achieving the relevant purpose?
  - (d) Can the Planning Agreement be taken into consideration in the assessment of the relevant rezoning application or development application?
  - (e) Will the Planning Agreement produce outcomes that meet the general values and expectations of the community and protect the overall public interest?
  - (f) Does the Planning Agreement promote the Council's strategic objectives in relation to the use of Planning Agreements?
  - (g) Does the Planning Agreement conform to the fundamental principles governing the Council's use of Planning Agreements?
  - (h) Are there any relevant circumstances that may operate to preclude the Council from entering into the proposed Planning Agreement?

*Shoalhaven City Council – Voluntary Planning Agreements*

**Consideration of Planning Agreements in Relation to Instrument Changes and Development Applications**

2.6 When exercising its functions under the Act in relation to an application by a developer for an instrument change or a development consent to which a proposed Planning Agreement relates, the Council will consider to the fullest extent permitted by law:

(a) Whether the proposed Planning Agreement is relevant to the application and hence may be considered in connection with the application, and

(b) If so, the proper planning weight to be given to the proposed Planning Agreement.

**Application of section 7.11 and section 7.12 to Development to Which a Planning Agreement Relates**

2.7 The Council has no general policy on whether a Planning Agreement should exclude the application of section 7.11 or section 7.12 of the Act to development to which the agreement relates. This is a matter for negotiation between the Council and a developer having regard to the particular circumstances of the case.

2.8 However, where the application of section 7.11 of the Act to development is not excluded by a Planning Agreement, the Council will generally not agree to a provision allowing benefits under the agreement to be taken into consideration in determining a development contribution under section 7.11.

**Application of Clause 4.6 of Shoalhaven LEP 2014 or Shoalhaven LEP (Jerberra Estate) 2014 to Development to Which a Planning Agreement Relates**

2.9 The Council will not agree to a provision in a Planning Agreement requiring the benefit provided by the developer under the agreement to be used to justify a dispensation from applicable local environmental plan development standards under clause 4.6 of the relevant local environmental plan, unless the Council is of the opinion that the subject matter of the proposed Planning Agreement addresses the matters specifically required to be addressed under that clause in relation to the dispensation sought.  
*Note: Similar provisions may apply under State Environmental Planning Policy No.1 – Development Standards (SEPP 1) to a small number of areas deferred from Shoalhaven Local Environmental Plan 2014 and to which a Planning Agreement relates.*

**Form of Development Contributions Under a Planning Agreement**

2.10 The form of a development contribution to be made under a proposed Planning Agreement will be determined by the particulars of the Planning Agreement having regard to the instrument change or development application to which the proposed Planning Agreement relates.

**Standard Charges**

2.11 Wherever possible, the Council will seek to standardise development contributions sought under Planning Agreements in order to streamline negotiations and provide fairness, predictability and certainty for developers. This, however, does not prevent



*Shoalhaven City Council – Voluntary Planning Agreements*

public benefits being negotiated on a case by case basis, particularly where planning benefits are also involved.

**Recurrent Charges**

- 2.12 The Council may request developers, through a Planning Agreement, to make development contributions towards the recurrent costs of public facilities. Where the public facility primarily serves the development to which the Planning Agreement relates or neighbouring development, the arrangement for recurrent funding may be in perpetuity. However, where the public facility or public benefit is intended to serve the wider community, the Planning Agreement will only require the developer to make contributions towards the recurrent costs of the facility until a public revenue stream is established to support the on-going costs of the facility.

**Pooling of Development Contributions**

- 2.13 Where a proposed Planning Agreement provides for a monetary contribution by the developer, the Council may seek to include a provision permitting money paid under the agreement to be pooled with money paid under other Planning Agreements or by other developer contributions and applied progressively for the different purposes under those agreements or contributions, subject to the specific requirements of the relevant agreements. Pooling may be appropriate to allow public benefits, particularly essential infrastructure, to be provided in a fair, equitable and timely way.

**Methodology for Valuing Public Benefits Under a Planning Agreement**

- 2.14 Unless otherwise agreed, where the benefit under a Planning Agreement is the provision of land for a public purpose, the Council will generally seek to value the benefit on the basis of the estimated amount of compensation to which the Developer would be entitled under *the Land Acquisition (Just Terms Compensation) Act 1991* upon the compulsory acquisition of the land.
- 2.15 Unless otherwise agreed: Where the benefit under a Planning Agreement is the carrying out of works for a public purpose, the Council will generally seek to value the benefit on the basis of the estimated value of the completed works determined using the method that would be ordinarily adopted by a quantity surveyor.

**Credits and Refunds**

- 2.16 The Council will not agree to a Planning Agreement providing for the surplus value under a Planning Agreement being refunded to the developer or offset against development contributions required to be made by the developer in respect of other development in the Council's area.

**Time When Developer's Obligations Arise Under a Planning Agreement**

- 2.17 The Council will generally require a Planning Agreement to provide that the developer's obligations under the agreement take effect when the first development consent operates in respect of development that is the subject of the agreement.

*Shoalhaven City Council – Voluntary Planning Agreements***Implementation**

- 2.18 The Council will require a Planning Agreement to provide for matters that relate to implementation of the proposed works, such as:
- (a) The times at which and, if relevant, the period during which, the developer is to make provision under the Planning Agreement;
  - (b) The design, technical specification and standard of any work required by the Planning Agreement to be undertaken by the developer;
  - (c) The manner in which a work is to be handed over to the Council; and
  - (d) The manner in which a material public benefit is to be made available for its public purpose in accordance with the Planning Agreement.

**Monitoring and Review of a Planning Agreement**

- 2.19 The Council will continuously monitor the performance of the developer's obligations under a Planning Agreement.
- 2.20 The Council will require the Planning Agreement to contain a provision establishing a mechanism under which the performance and milestones contained under the Planning Agreement are periodically reviewed with the involvement of all parties.
- 2.21 The Council may appoint an officer to supervise the implementation of the works that are the subject of the Planning Agreement.

**Modification or Discharge of the Developer's Obligations Under a Planning Agreement**

- 2.22 The Council may agree to a provision in a Planning Agreement permitting the developer's obligations under the agreement to be modified or discharged where the modification or discharge is linked to the following circumstances:
- (a) The developer's obligations have been fully carried in accordance with the agreement;
  - (b) The developer has assigned the developer's interest under the agreement in accordance with its terms and the assignee has become bound to the Council to perform the developer's obligations under the agreement;
  - (c) The development consent to which the agreement relates has lapsed;
  - (d) The performance of the Planning Agreement has been frustrated by an event beyond the control of the parties;
  - (e) Other material changes affecting the operation of the Planning Agreement have occurred; and
  - (f) The Council and the developer otherwise agree to the modification or discharge of the agreement.

*Shoalhaven City Council – Voluntary Planning Agreements*

- 2.23 Such a provision will require the modification or revocation of the Planning Agreement in accordance with the Act and Regulation.

**Assignment and Dealings by the Developer**

- 2.24 The Council will require every Planning Agreement to provide that the Developer may not assign its rights or obligations under the agreement nor have any dealing in relation to the land the subject of the agreement unless, in addition to any other requirements of the agreement:

- (a) The Council has given its consent to the proposed assignment or dealing;
- (b) The developer has, at no cost to the Council, first procured the execution by the person with whom it is dealing of all necessary documents in favour of the Council by which that person agrees to be bound by the agreement as if they were a party to the original agreement, and
- (c) The developer is not in breach of the Agreement.

**Provision of Security Under a Planning Agreement**

- 2.25 The Council will generally require a Planning Agreement to make provision for security by the developer of the developer's obligations under the agreement. The form of security will generally be the unconditional bank guarantee from an Australian Bank in favour of the Council to the full value of the Developer's provision under the Agreement and on terms otherwise acceptable to the Council.

**Preparation of the Planning Agreement**

- 2.26 The Council will ordinarily prepare a Planning Agreement relating to a particular application for a planning instrument change or development application.
- 2.27 In the interests of process efficiency, the Council uses an approved standard form of Planning Agreement on which every Planning Agreement is based. That document reflects the policies and procedures set out in this document.

**Council's Costs of Negotiating, Entering Into, Monitoring and Enforcing a Planning Agreement**

- 2.28 The Council will generally require a Planning Agreement to make provision for payment by the developer of the Council's costs of and incidental to:
- (a) Negotiating, preparing and entering into the agreement;
  - (b) Enforcing the agreement.
- 2.29 In particular cases, the Council may require the Planning Agreement to make provision for a development contribution by the developer towards the on-going administration of the agreement.

*Shoalhaven City Council – Voluntary Planning Agreements***Notations on Planning Certificates Under section 10.7 of the Act**

- 2.30 The Council will generally require a Planning Agreement to contain an acknowledgement by the developer that the Council may, in its absolute discretion, make a notation under section 10.7(5) of the Act about a Planning Agreement on any certificate issued under section 10.7 of the Act relating to the land the subject of the agreement or any other land.

**Registration of Planning Agreements**

- 2.31 The Council will generally require a Planning Agreement to contain a provision requiring the developer to agree to registration of the agreement pursuant to section 7.6 of the Act if the requirements of that section are satisfied.

**Dispute Resolution**

- 2.32 The Council will generally require a Planning Agreement to provide for mediation of disputes between the parties to the agreement before the parties may exercise any other legal rights in relation to the dispute.

**Hand-over of works**

- 2.33 The Council will generally not accept the hand-over of a public work carried out under a Planning Agreement unless the developer furnishes to the Council a certificate to the effect that the work has been carried out and completed in accordance with the agreement and any applicable development consent (which certificate may, at the Council's discretion, be a final occupation certificate, compliance certificate or a subdivision certificate) and, following the issue of such a certificate to the Council, the work is also certified as complete by an appropriate Council officer.
- 2.34 The Council will also require the agreement to provide for a defects liability period during which any defects must be rectified at the developer's expense.

**Management of Land or Works after Hand-Over**

- 2.35 If a Planning Agreement provides for the developer, at the developers cost, to manage or maintain land that has been dedicated to the Council or works that have been handed-over to the Council, the Council may require the parties to enter into a separate implementation agreement in that regard (see 2.18).
- 2.36 The failure of the parties to reach agreement in relation to management and maintenance of the land or works may be dealt with under the dispute resolution provisions of the Planning Agreement.

**Public use of Privately-Owned Facilities**

- 2.37 If a Planning Agreement provides for the developer to make a privately-owned facility available for public use, the Council may require the parties to enter into a separate agreement in that regard.



*Shoalhaven City Council – Voluntary Planning Agreements*

- 2.38 The failure of the parties to reach agreement in relation to management and maintenance of the land or works may be dealt with under the dispute resolution provisions of the Planning Agreement.

### **3. PROCEDURES RELATING TO THE USE OF PLANNING AGREEMENTS**

#### **Council's Negotiation System**

- 3.1 The Councils negotiation system for Planning Agreements aims to be efficient, predictable, transparent and accountable.
- 3.2 The system seeks to ensure that the final negotiation of Planning Agreements runs in parallel with applications for instrument changes or development applications.
- 3.3 The system is based on principles of fairness, co-operation, full disclosure, early warning, and agreed working practices and timetables.

#### **When Should a Planning Agreement be Negotiated?**

- 3.4 The Council will publicly notify a Planning Agreement as part of and in the same manner as and contemporaneously with the application for the planning instrument change or the development application to which it relates.
- 3.5 The Planning Agreement must therefore be negotiated and documented before it is publicly notified as required by the Act and Regulation.
- 3.6 The Council prefers that a Planning Agreement is negotiated before lodgement of the relevant application and that it accompanies the application on lodgement.

#### **Who Will Negotiate a Planning Agreement on Behalf of the Council?**

- 3.7 A Council officer or officers with appropriate delegated authority from the General Manager will negotiate a Planning Agreement on behalf of the Council and where necessary the Planning Agreement will be reported to Council for endorsement.

#### **Separation of the Councils Planning Assessment and Negotiation Roles**

- 3.8 The Council will, in all cases, ensure that the person who undertakes the assessment of the application to which a Planning Agreement relates for the purpose of determining the application or reporting on it to the Council is not the same person or a subordinate of the person who negotiated the Planning Agreement on behalf of the Council.

#### **Involvement of Independent Third Parties in the Negotiation Process**

- 3.9 The Council will encourage the appointment of an independent person to facilitate or otherwise participate in the negotiations or aspects of it, particularly where:
- (a) An independent assessment of a proposed instrument change or development application is necessary or desirable;

*Shoalhaven City Council – Voluntary Planning Agreements*

- (b) Factual information requires validation in the course of negotiations;
- (c) Sensitive financial or other confidential information must be verified or established in the course of negotiations;
- (d) Facilitation of complex negotiations are required in relation to large projects or where numerous parties or stakeholders are involved; and
- (e) Dispute resolution is required under a Planning Agreement.

**Key steps in the Negotiation Process**

3.10 The negotiation of a Planning Agreement will generally involve the following key steps:

- (a) Before lodgement of the relevant application by the developer, the parties will decide whether to negotiate a Planning Agreement;
- (b) The parties will then appoint a person to represent them in the negotiations;
- (c) The parties will also appoint a third person to attend and take minutes of all negotiations;
- (d) The parties will also decide whether to appoint an independent person to facilitate or otherwise participate in the negotiations or aspects of it;
- (e) The parties will also agree on a timetable for negotiations and the protocols and work practices governing their negotiations;
- (f) The parties will then identify the key issues for negotiation and undertake the negotiations;
- (g) If agreement is reached, the Council will prepare the proposed Planning Agreement and provide a copy of it to the developer;
- (h) The parties will undertake further negotiation on the specific terms of the proposed Planning Agreement;
- (i) Once agreement is reached on the terms of the proposed Planning Agreement, the developer will be required to execute the agreement;
- (j) The developer may then make the relevant application to the Council accompanied by a copy of the proposed agreement; and
- (k) The parties may be required to undertake further negotiations and, hence, a number of the above steps, as a result of the public notification and inspection of the Planning Agreement or its formal consideration by the Council in connection with the relevant application, may need to be repeated including publicly renotifying the agreement.

*Shoalhaven City Council – Voluntary Planning Agreements***Public Notification of Planning Agreements**

- 3.11 A Planning Agreement must be publicly notified and available for public inspection for a minimum period of 28 days.
- 3.12 The Council will publicly notify the Planning Agreement as part of and in the same manner as and contemporaneously with the development application or the planning instrument change to which it relates.
- 3.13 Where the application to which a Planning Agreement relates is required by or under the Act or Regulation to be publicly notified and available for public inspection for a period exceeding 28 days, the Council will publicly notify the Planning Agreement and make it available for public inspection for that longer period.
- 3.14 Where the application to which a Planning Agreement relates is permitted by or under the Act or Regulation to be publicly notified and available for public inspection for a period of less than 28 days, the Council will publicly notify the application and make it available for public inspection for a minimum period of 28 days.
- 3.15 The Council will publicly re-notify and make available for public inspection a proposed Planning Agreement and the application to which it relates if, in the Council's opinion, a material change is made to the terms of the agreement or the application after it has been previously publicly notified and inspected. Such a change may arise as a consequence of public submissions made in respect of the previous public notification and inspection of the agreement or the application, or their formal consideration by the Council, or for any other reason.

**When is a Planning Agreement Required to be Entered Into?**

- 3.16 A Planning Agreement is entered into when it is signed by all of the parties.
- 3.17 A Planning Agreement can be entered into at any time after the agreement is publicly notified in accordance with the Act and Regulation.
- 3.18 The Council will usually require a Planning Agreement to be entered into as a condition of granting development consent to the development to which the agreement relates.