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12th March 2021

Department of Planning, Industry and Environment  
Western Sydney Aerotropolis Precincts Submission  
Locked Bag 5022,  
Parramatta NSW 2124


Please find enclosed our submission on the Western Sydney Aerotropolis Draft Precinct Plan.

Celestino's land holdings span over 490 hectares within the Western Sydney Aerotropolis and we have a longstanding interest in the area. Celestino's development, Sydney Science Park, is located within the strategically important Northern Gateway Precinct and is well positioned to deliver on Government objectives for the WSA.

The enclosed submission details our concerns with the Draft Precinct Plan and provides proposed recommendations to address our concerns. The recommendations are cognisant of the key drivers outlined within the Draft Precinct Plan, while addressing the unique nature of Sydney Science Park as a site that was rezoned for mixed use development with support from Government in 2016.

Celestino wishes to thank the NSW Department of Planning, Industry and Environment and the Western Sydney Planning Partnership for the opportunity to make this submission. If you would like to discuss any aspect of it, or require further information, please contact me.

Yours sincerely

  
Matthew Scard  
Interim Chief Executive Officer

# WESTERN SYDNEY AEROTROPOLIS DRAFT PRECINCT PLAN SUBMISSION

## SYDNEY SCIENCE PARK

12 MARCH 2021



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# 1. EXECUTIVE SUMMARY

Celestino is supportive of Government's vision for the Western Sydney Aerotropolis (WSA) to be an economic powerhouse, driving the productivity of Western Sydney and New South Wales through this century and beyond.

As the largest private landowner within the WSA, Celestino believes that Sydney Science Park (SSP) is perfectly positioned to significantly contribute towards this vision. SSP is a once-in-a-generation new city that was rezoned by Penrith City Council with support from the State Government in 2016 for a range of residential, commercial, retail and educational uses, enabling a uniquely integrated mix of activities across the 312ha site. The current zoning allows development of 3,400 dwellings, a 30,000sqm retail centre and in excess of 440,000sqm of commercial and employment space with building heights up to 24m (no FSR applies).

Celestino does not believe that the exhibited Western Sydney Aerotropolis Draft Precinct Plans (WSA Draft PP) can achieve Government's vision for the WSA. Further, Celestino considers that the WSA Draft PP will result in an adverse planning outcome that will be contrary to the rezoning of SSP.

Celestino's key concerns with the draft WSA Draft PP are:

- **It ignores existing planning.** The WSA Draft PP fails to recognise that SSP, with the full support of Government, has been zoned for mixed use development since 2016. This includes the disregard of current development consents issued by Penrith City Council and existing Local and State Government Planning Agreements. It will waste over ten years of investment in SSP by Celestino and Government and threaten early activation of this once-in-a-generation new city.
- **It will abolish detached residential dwellings as a permitted use.** The inability to build detached houses jeopardises timely activation across the entire Aerotropolis. Without suitable detached homes, there is little attraction for people to move to the Aerotropolis in its formative years. This will cause a loss of investment in business and related job opportunities and will fail to unlock the additional housing supply that is needed in Western Sydney. Additionally, the Covid-19 pandemic has cemented, if not increased, demand for quality detached dwellings. The abolition of detached residential dwellings as a

permitted use will fail to meet the foreseeable future requirements of the community.

- **It establishes cost prohibitive and inefficient development controls.** The undisturbed soil network, floor space ratios and proposed road cross sections will result in quality development becoming unviable with the consequential loss of the urban outcomes desired by Government. For example, the area of SSP encumbered by roads has increased by approximately 25% compared to the existing approved masterplan, impacting 20 hectares of land and potentially equivalent to 500 homes. The additional land taken up by roads will also increase the maintenance burden on Penrith City Council which has a flow on impact on the rate payers within the Local Government Area.
- **It is rigid and inflexible.** The planning instruments will force a proponent into the preparation of a Planning Proposal or the master planning process (which has yet to be finalised and the extent of the process is not yet known) to make minor amendments to the Precinct Plan. The cumbersome and expensive process will deter the development needed to make the Aerotropolis succeed.
- **It will undermine existing commercial agreements.** SSP has secured two agreements for the delivery of key social and civil infrastructure. The ability to build detached homes at SSP is fundamental to arrangements with the Catholic Education Diocese of Parramatta (CEDP) for the delivery of a c\$150-200m STEM school and Sydney Water for the delivery of an Integrated Water Recycling Hub. These types of critical social and civil infrastructure align with Government's vision for the precinct, but their viability will be threatened if the existing planning controls that permit detached dwellings are not reinstated.
- **It imposes an unnecessary cap on dwelling numbers.** The cap on dwellings, together with other proposed planning controls, will result in under-development of SSP. Under the proposed controls, based on a medium/high density scenario, only 48% or 50ha of developable area would be utilised. This is a poor planning and placemaking outcome and will result in approximately 55ha of prime unaffected development land not being utilised.
- **It contains unviable employment/non-residential floor space thresholds.** The proposed change to thresholds means that the first 749 residential dwellings at SSP requires 47,450m<sup>2</sup> of employment floor area, as opposed to 10,000m<sup>2</sup>

under the current planning controls. This represents an increase in initial capital investment of approximately \$93M.

- **It does not consider existing site conditions.** This has resulted in an inefficient structure plan. Detailed field testing and investigation was not undertaken to determine existing site conditions and constraints including topography, soil conditions, existing stormwater management strategies and bulk earthworks strategies.

Celestino believes that the issues we have raised above, and throughout this submission, can and should be resolved. We consider there to be two pathways to resolution:

### **PLANNING PATHWAY- OPTION 1**

Celestino would like to work collaboratively with DPIE and WSPP to refine the WSA Draft PP and consequently the State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 (**WSA SEPP**). We believe the following recommended changes will provide a balanced outcome for all stakeholders, particularly those within the highly strategic Northern Gateway, and will help achieve Government's objectives and the vision for the WSA.

- **Acknowledge approved planning controls and endorsed strategies for SSP**
  - Reinstate all permissible uses from the Penrith LEP 2010, including detached dwellings, in the WSA SEPP 2020.
  - Integrate the existing development consents for SSP issued by Penrith City Council.
  - Non-residential ratio and triggers to be consistent with the Penrith LEP 2010 as it applies to SSP.
  - Adopt riparian corridor strategy endorsed by Natural Resources Access Regulator (NRAR).
  - Acknowledgement of all ecological assessments endorsed for SSP.
  - Acknowledge existing Aboriginal Heritage Impact Permits and subsequent clearances for SSP.
- **Adopt the hybrid masterplan** outlined in this submission. This masterplan is cognisant of ground truthing and field testing, existing development consents, proposed Luddenham Metro Station and associated roads. Most importantly, it

considers and achieves the key drivers and takeouts outlined in the WSA Draft PP.

- **Rationalise development controls and remove the cap on dwellings** to better reflect the vision and aspirations of the WSA and SSP as a Specialised Centre underpinned by transport-oriented development principles in which residential density, commercial, retail uses are maximised within a walking catchment of the proposed Metro station.
- **Improve coordination and consistency with:**
  - Sydney Metro for the proposed Luddenham Station (rail infrastructure, surrounding road networks, car parking and bus depot facilities).
  - the WSA SEPP Transit Corridors Map to address the Luddenham Road alignment.
- **Minor Variation Provision:** Include a provision in the WSA SEPP and WSA Draft PP that allows the assessing authority to assess and determine minor variations to the WSA Draft PP.

### **PLANNING PATHWAY-OPTION 2**

While our preference is to pursue Planning Pathway - Option 1, as an alternative, Celestino requests that SSP is excluded from the WSA Draft PP. In this instance, the Penrith LEP 2010 and Penrith DCP 2014 would continue to apply. Celestino would seek to work collaboratively with DPIE, WSPP and PCC on a suitable revised masterplan to ensure that the key principles of orderly development are achieved.

## 2. INTRODUCTION

Celestino thanks the NSW Department of Planning, Industry and Environment (DPIE) and the Western Sydney Planning Partnership (WSPP) for the opportunity to provide this submission on the WSA Draft PP.

Celestino's land holdings span over 490 hectares within the WSA (refer to **Figure 1**). This submission is specific to Celestino's landholding of approximately 312 hectares containing SSP, located at 565-609 Luddenham Road, Luddenham NSW 2745 (legally described as Lot 1-2 & 4 DP1242470, Lot 4-5 DP1255721). The land is owned by Celestino entity Sydney Science Park Pty Limited. This submission builds upon the preliminary submission and presentation made to the WSPP, Penrith City Council (PCC) and Transport for NSW on 2 February 2021.

The submission details our concerns with the WSA Draft PP and provides proposed recommendations to address our concerns, which we believe need to be made to ensure the success of SSP as the key foundation of the Northern Gateway precinct, and the wider WSA. The recommendations within this submission are cognisant of the key drivers outlined within the WSA Draft PP, while addressing the unique nature of SSP as a site zoned for mixed use development since 2016.

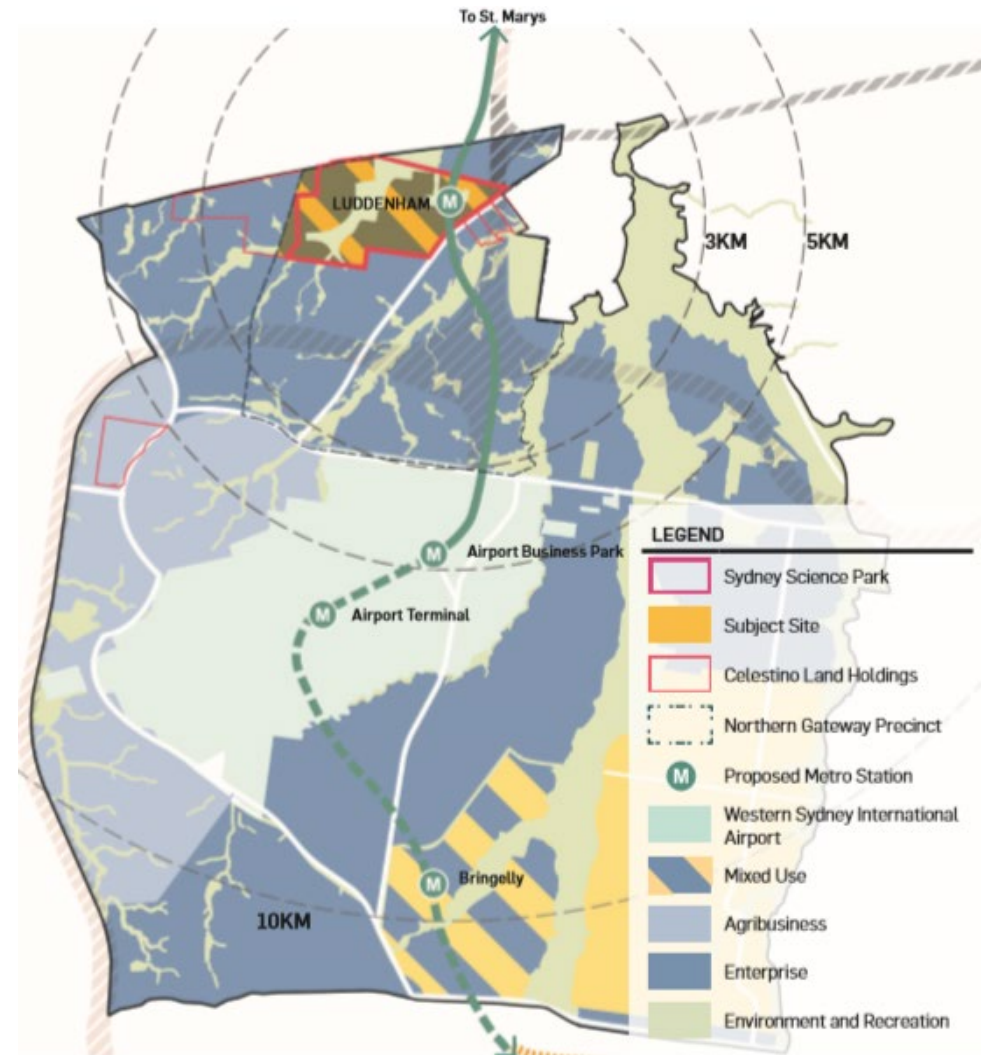


Figure 1: Celestino land holdings in context of Northern Gateway and Western Sydney Aerotropolis Area

### 3. BACKGROUND

In 2016, SSP was subject to a Planning Proposal supported by all levels of Government. The rezoning process started in 2011 with the original SSP masterplan, which formed the basis of the planning controls that today allows a unique mix of education, employment, residential, retail and recreational uses to facilitate the creation of a mixed-use city.

Under the current planning controls SSP is zoned to deliver:

- A mixed-use town centre comprising 30,000sqm of retail floor space and in excess of 440,000sqm of commercial employment & education floor space with building heights up to 24m (no FSR applicable);
- 3,400 dwellings;
- New roads and infrastructure;
- Landscaping, open space, sporting fields and parks.



Figure 2- Existing Masterplan (Source: Penrith DCP 2014, E16 Sydney)

### TIMELINE

<b>2011</b>	- Vision document for SSP presented to DPIE and PCC
<b>2015</b>	- Gateway determination issued by DPIE
<b>2016</b>	<b>Site rezoned</b> <ul style="list-style-type: none"> <li>- State &amp; Local Voluntary Planning Agreements executed</li> <li>- Agreement signed with Catholic Education Diocese of Parramatta to establish a STEM focused school with an estimated development cost of \$150-200 million</li> </ul>
<b>2017</b>	<ul style="list-style-type: none"> <li>- Precinct 1 Precinct Plan endorsed by PCC</li> <li>- First Development Consent issued by PCC</li> </ul>
<b>2018</b>	<ul style="list-style-type: none"> <li>- Construction commencement</li> <li>- Relationship Agreement signed with CSIRO that establishes the Urban Living Lab at SSP</li> </ul>
<b>2019</b>	<ul style="list-style-type: none"> <li>- Discussions with PCC and WSPP on WSA</li> <li>- Relationship Agreements signed with: <ul style="list-style-type: none"> <li>o University of Technology Sydney</li> <li>o Nepean Blue Mountains Local Health District</li> </ul> </li> </ul>
<b>2020</b>	<ul style="list-style-type: none"> <li>- Agreement with Sydney Water to establish an Integrated Water Recycled Hub at SSP</li> <li>- Development applications lodged for built form pursuant to existing planning controls</li> <li>- Celestino submission on the WSA SEPP</li> <li>- Sydney Metro announces Station Precinct at Luddenham</li> <li>- Relationship Agreements signed with: <ul style="list-style-type: none"> <li>o Westmead Medical Precinct</li> <li>o Australia's Nuclear Science and Technology Organisation</li> <li>o Pymble Ladies College</li> <li>o NSW Smart Sensor Network</li> <li>o SPARK, the Centre for Innovative Medical Research</li> <li>o Centre for Organic Research &amp; Education</li> </ul> </li> </ul>
<b>2021</b>	<ul style="list-style-type: none"> <li>- Preliminary submission and presentation on the Western Sydney Aerotropolis Draft Precinct Plans to WSPP, PCC and Transport NSW</li> <li>- Construction commencement on facilitation works associated with the Sydney Water Integrated Water Recycling Hub</li> </ul>

## 4. VISION

Sydney Science Park is a \$5 billion mixed-use smart city that will create an internationally recognised epicentre for STEM education, research and development, innovation, commercialisation and collaboration in the heart of the Western Sydney Aerotropolis.

SSP has the vision to be a vibrant, integrated, and sustainable city, founded as a centre for disruption and innovation, where people can innovate, learn, live, play, and trade in a connected and responsive community.

SSP will bring together leading innovators in industry, education, and business with a primary focus on the following research and development pillars:

- Health
- Food
- Energy
- Smart City

## SSP PARTNERS

Celestino has undertaken extensive research and engagement both at a local and international level over many years to build partnerships and agreements with key stakeholders. Celestino is collaborating with these stakeholders to create some of the essential elements needed to establish a healthy, innovation ecosystem.



## 5. SUMMARY OF KEY CONCERNS

### Part 1: WSA SEPP

Item Description	Current Controls	WSA SEPP that would apply to SSP when the Precinct Plan is made	Recommended Amendment	Comments
1. Permissible Land Uses – Mixed Use Zone	<p><b>Permissible:</b></p> <ul style="list-style-type: none"> <li>Residential flat buildings;</li> <li>exhibition homes;</li> <li>exhibition villages;</li> <li>helipads;</li> <li>water recycling facilities;</li> <li>Residential accommodation;</li> </ul> <p>Note: residential accommodation is defined as <i>a building or place used predominantly as a place of residence, and includes any of the following—</i>  <i>(a) attached dwellings,</i>  <i>(b) boarding houses,</i>  <i>(c) dual occupancies,</i>  <i>(d) dwelling houses,</i>  <i>(e) group homes,</i>  <i>(f) hostels,</i>  <i>(g) multi dwelling housing,</i>  <i>(h) residential flat buildings,</i>  <i>(i) rural workers’ dwellings,</i>  <i>(j) secondary dwellings,</i>  <i>(k) semi-detached dwellings,</i>  <i>(l) seniors housing,</i>  <i>(m) shop top housing,</i>  <i>but does not include tourist and visitor accommodation or caravan parks.</i></p>	<p><b>Prohibited:</b></p> <ul style="list-style-type: none"> <li>Dual occupancies;</li> <li>Dwelling houses;</li> <li>Exhibition homes;</li> <li>Exhibition villages;</li> <li>Helipads</li> <li>Rural workers’ dwellings;</li> <li>Secondary dwellings;</li> <li>Semi-detached dwellings</li> <li>Transport depots;</li> <li>Sewage treatment plants</li> <li>Water recycling facility</li> <li>Sewerage reticulation</li> <li>Local distribution premises</li> <li>Timber yards;</li> <li>Warehouse or distribution centre; and</li> <li>Rural supplies.</li> </ul>	Update SEPP to include additional permitted uses in Schedule 1, as previously permissible under Penrith LEP 2010. Refer <b>Appendix A</b>	<p>A key pillar of Sydney Science Park’s vision is to work, live, trade, learn and play in the one community. The cornerstone to this vision is a variety of housing typologies including detached housing to cater for the various demographics that are critical for the success of non-residential land uses, such as employment, retail, commercial and education.</p> <p>The existing zoning permitting detached dwellings was enthusiastically supported by all levels of Government when the planning for SSP was conceived and approved.</p> <p>Detached dwellings are critical to the vision and early activation at SSP, and with it, the broader Northern Gateway precinct. Without suitable detached homes, there is little attraction for people to move to the Aerotropolis in its formative years. Relying solely on apartments and terraces, to the exclusion of detached dwellings in a greenfield site will not offer similar attractiveness to potential occupiers, particularly early occupiers.</p> <p>This will cause a loss of investment in business and related job opportunities and will fail to unlock the additional housing supply that is needed in Western Sydney. Additionally, the Covid-19 pandemic has cemented, if not increased, demand for quality detached dwellings. The abolition of detached residential dwellings as a permitted use will fail to meet the foreseeable future requirements of the community.</p> <p>Celestino supports Government’s vision for transport-oriented development, in which residential density, commercial, retail uses are maximised within a walking catchment of the proposed Metro station. On this basis, Celestino would support appropriate attached dwellings in areas adjacent to the Metro. However, detached dwellings must be permitted in the areas further south and west of the Metro station to provide a strong foundation and basis for activation of SSP, and with it the Northern Gateway.</p>

Item Description	Current Controls	WSA SEPP that would apply to SSP when the Precinct Plan is made	Recommended Amendment	Comments
2. Land Zoning Map	N/A	The WSA Draft PP does not align with the SEPP Land Zoning Map boundaries.	We recommend that the WSA Land Zoning Map be updated to reflect a proposed, new hybrid masterplan for SSP included as <b>Appendix B</b> The new land zoning map is included as <b>Appendix C</b> .	<p>Please refer to Draft Precinct Plan Land Zoning Overlay Plan as <b>Appendix D</b> that demonstrates the inconsistencies between the WSA Draft PP and the WSA SEPP Land Zoning Map.</p> <p>Celestino proposes a hybrid masterplan be reflected in the WSA Draft PP that builds on existing development applications for SSP, both lodged and approved, and the best elements of the existing and proposed planning controls to achieve a development that meets the vision of Government and SSP.</p> <p>We have prepared a positioning document (<b>Appendix E</b>) that demonstrates the rationale for the new hybrid masterplan and how it fits with the structure plans contained in the WSA Draft PP.</p> <p>We have included the rezoning of 22.28ha of land currently zoned Enterprise on the western extent of SSP to Mixed Use in this new hybrid masterplan. This is based on land suitability (dictated by ANEC/ANEF 20 aircraft noise contour, topography, environment, ecological, heritage, urban design and engineering) and surrounding land uses.</p>
3. Land Reservation Acquisition Map	Consistent with the VPA	No land for acquisition mapped within SSP	We recommend that the Land Reservation Acquisition Map is reviewed and updated to include any proposed public infrastructure not currently catered for within the existing Voluntary Planning Agreement.	Government should clarify whether it intends to update the land reservation acquisition map to include land within SSP that is shown on the WSA Draft PP being required for the purpose of transport, community and social infrastructure.
4. Flexibility	Clause 4.6 of the Penrith LEP allows flexibility to assess departures from the development controls.	Any amendments (including minor amendments) to the WSA Draft PP requires a process of masterplanning and/or Planning Proposal.	We recommend including a provision in the WSA Draft PP that is similar to clause 4.6 of the Penrith LEP, to allow the consent authority delegation to assess and determine variations in relation to the WSA Draft PP and the WSA SEPP.	Mechanisms such as clause 4.6 of the Penrith LEP provide an appropriate degree of flexibility in applying the guidelines, objectives, and requirements to allow for better development outcomes without triggering the need for a Planning Proposal or masterplanning process. These processes are cumbersome and costly, and have the real potential to stifle development. This is particularly so in the case of SSP, where it has recent Government endorsement for its development but would

Item Description	Current Controls	WSA SEPP that would apply to SSP when the Precinct Plan is made	Recommended Amendment	Comments
				<p>need to undergo a time consuming and costly process to attempt to retain its existing position.</p> <p>It is also noted that the masterplanning process proposed by the WSA Draft PP has not yet been finalised and therefore the risk in undertaking such a planning mechanism is unknown. We have assessed the draft masterplanning process could take up to 36 months, a process which would be prohibitive and dampen any activity proposed for SSP (particularly in light of the fact that it has existing controls that would permit immediate development).</p>

## Part 2: WSA Draft PP

Item Description	Current Controls	Proposed Controls	Recommended Amendment		Comments
1. Non-residential development required prior to residential development.  (Draft Precinct Plan Section 3.4.4 Floor space ratio in mixed use centres, Requirement LU2, Page 132)	The Penrith LEP 2010 Part 7.24 (6) (Refer to <b>Appendix F</b> ) provides non-residential thresholds associated with the delivery of residential accommodation.  The first threshold requires SSP to deliver 10,000m2 non-residential GFA before delivering up to 749 dwellings.	When the employment floor area in the Mixed-Use Zone is greater than 10,000sqm one residential dwelling for every 50sqm of employment floor area can be provided.  This mechanism requires SSP to deliver 47,450m2 non-residential GFA before delivering up to 749 dwellings.	We recommend alignment with the existing controls so that a subdivision certificate must not be granted for the purpose of residential accommodation on land at SSP unless the following non- residential floor area triggers have been met:		SSP has been utilising the existing thresholds under the Penrith LEP to facilitate its planning and development to date. Celestino has submitted a built form development application for the delivery of the first 10,000m2 of non-residential GFA, which will facilitate the delivery of the first 749 residential dwellings.  The changes to thresholds requiring 47,450 sqm of non-residential floor area to deliver the first 749 residential dwellings as opposed to the current requirement of 10,000 sqm (cost of investment c\$118m compared to c\$25m). An increase in initial capital investment of \$93M is unviable and unjustified, particularly in circumstances where Government supported the non-residential floor area triggers applying to SSP when SSP was rezoned in 2016.  This requirement is also onerous given the volume of enterprise land (employment/non-residential) that has now been zoned within the surrounding Northern Gateway Precinct and wider WSA.
			Residential Dwellings Permitted	Non-residential development floor area (accumulative)	
			0 – 749	10,000 m2	
			750 – 1499	35,000 m2	
			1,500 – 2249	75,000 m2	
			2,250 +	150,000 m2	

Item Description	Current Controls	Proposed Controls	Recommended Amendment	Comments
				<p>This proposal would severely impair the viability of SSP and any chance of early activation within the Northern Gateway.</p> <p>Refer to <b>Appendix G</b> for the Program of the Employment to Residential dwelling ratio between existing and proposed. This demonstrates that in addition to the higher initial investment of \$93M, it will take a significantly longer timeframe to establish SSP as the foundation to the Northern Gateway.</p> <p>With only two areas suitable (Northern Gateway &amp; Aerotropolis Core) for residential development (dictated by ANEC/ANEF 20 aircraft noise contour) within the greater WSA region of 11,000 hectares, the ability to activate residential development more readily at SSP, whilst still delivering a substantial amount of non-residential development, will only help attract businesses to the WSA resulting in increased investment and job creation.</p>
<p>2. Cap of 3,400 dwellings</p> <p>(Draft Precinct Plan Section 3.4.4 Floor space ratio in mixed use centres, Requirement LU3, Page 132)</p>	<p>SSP is subject to a Voluntary Planning Agreement (VPA) (Refer <b>Appendix H</b>) that provides a cap of 3,400 dwellings.</p>	<p>Development for the purpose of residential accommodation on land at SSP should not result in the total number of dwellings and lots used for the purpose of residential accommodation on land at SSP exceeding 3,400.</p>	<p>Remove the cap on dwellings from the WSA Draft PP.</p>	<p>This dwelling cap has been replicated from the existing planning controls and VPA. It is noted that there is no similar provision in the Aerotropolis Core Precinct.</p> <p>We do not consider that embedding the dwelling cap in the WSA Draft PP is necessary to manage dwelling yield at SSP. In our view, the dwelling cap in the VPA which will remain in place even after the WSA Draft PP is made, will provide an appropriate level of control over the dwelling numbers at SSP.</p> <p>Furthermore, we believe that managing yield could be implemented by the entry into other planning agreements or contribution instruments with Government at the relevant time. This approach has been adopted by PCC and Liverpool City Council in their Draft Aerotropolis Contributions Plan 2020. Refer to extract below from the draft plan.</p>

Item Description	Current Controls	Proposed Controls	Recommended Amendment	Comments
				<p><b>Sydney Science Park</b></p> <p>This Plan excludes the Sydney Science Park (SSP) site. This approach has been taken as the WSSP is addressed in an existing VPA between the applicant and Penrith City Council that contains a schedule of monetary contributions, capital works, open space works and road upgrades.</p> <p>The SSP envisages:</p> <ul style="list-style-type: none"> <li>• 3,400 residential dwellings</li> <li>• 340,000m<sup>2</sup> of research and development floor space</li> <li>• 100,000m<sup>2</sup> of education floor space and associated student accommodation</li> <li>• A town centre with 30,000m<sup>2</sup> of retail floor space</li> <li>• A primary school</li> </ul> <p>It is possible that the SSP concept plan will be modified in the future. If so, Penrith City Council would seek to negotiate a new VPA with the developer or prepare a separate contributions plan for the SSP site.</p> <p>At a macro level, embedding the caps in the WSA Draft PP would not result in best practice urban design, which in our view seeks to provide appropriate density around key amenity – particularly transport infrastructure. SSP encompasses most of the land around the proposed Luddenham Metro Station. Capping yield across SSP would also hamper Government’s priority for high density areas near Metro Stations.</p> <p>The cap on dwellings, together with the other proposed planning controls, will also result in underuse of SSP – refer draft Precinct Plan massing scenario plans in <b>Appendix I</b>. Under the proposed controls, based on a medium/high density scenario, only 48% or 50ha of developable area would be utilised. This is a poor planning and placemaking outcome and will result in approximately 55ha of development land not being utilised.</p>
3. Open Space (RE1 Zones Land)	SSP has two outdoor sports fields under the Open Space Strategy based on Penrith Council VPA and riparian corridors endorsed by NRAR.	No outdoor sports fields have been allocated within SSP. The closest field would be over 1km away. Further, the proposed strategy does not consider Celestino’s existing VPA deliverables, and current riparian corridor strategy endorsed by NRAR.	Implementation of the proposed hybrid masterplan for SSP (refer to <b>Appendix B</b> ) would allow for the sports fields under the current controls to be realised, which would also align with Celestino’s existing VPA obligations. The masterplan can	<p>The sports fields currently permitted at SSP are an integral part of our mixed-use masterplan, which aspires to provide open space amenity for not only future residents of SSP but also the educational facilities and non-residential development that are so important to the vision of SSP and the WSA.</p> <p>Proposing to locate sports fields over one kilometre south of the Strategic Centre in Enterprise zoned land will force residents, students and workers to commute to this</p>

Item Description	Current Controls		Proposed Controls		Recommended Amendment	Comments
					<p>be introduced via the WSA Draft PP.</p> <p>We also recommend that the open spaces and distribution of typologies in the WSA Draft PP be changed to align with the proposed Open Space Network Plan included as <b>Appendix J</b></p>	<p>amenity. We do not believe this aligns with Government's objective to have walkable and liveable places.</p> <p>The open space network needs to appropriately allocate active and passive open space based on proposed land uses with acknowledgement of the existing VPA open space requirements and the NRAR endorsed riparian corridor strategy.</p>
4. Roads	<b>Road Hierarchy</b>	<b>Road Reserve</b>	<b>Road Hierarchy</b>	<b>Road Reserve</b>	<p>We recommend that the proposed hybrid masterplan for SSP included as <b>Appendix B</b> be implemented via the WSA Draft PP, as this would ameliorate some of the concerns we have with the increase in road reserves and hierarchies.</p> <p>We also recommend that the road hierarchy and road reserves be updated as per <b>Appendix K</b>.</p>	<p>Overall, the typical road cross sections in the WSA Draft PP propose wider road reserves than SSP's current controls, resulting in the loss of significant developable land while increasing construction costs.</p> <p>Government's objectives of the wider road reserves such as canopy cover could still be achieved with narrower road reserves.</p> <p>Road reserves consistent with the current LEP/DCP need to be adopted so there is consistency with the development consents that Celestino has validly obtained in accordance with the existing planning controls.</p> <p>Our assessment indicates that if a similar road network (road length and road hierarchy) is adopted approximately 36% of the SSP site would be taken up by roads compared to the current masterplan at 28%. This is a substantial increase in land area (extra 20ha equating to approximately 500 residential lots based on 25 Lots/ha) to be used for road reserves which has a substantial impact on viability and is totally out of alignment with our existing controls.</p> <p>A high level analysis of comparable roads (Current DCP Vs Precinct Plan cross sections) is included as <b>Appendix L</b>. The analysis reinforces the loss of developable land and increase in construction costs.</p>
	1. Commercial Road	34m	1. Sub-Arterial	40m		
	2. North-South Boulevard	34m	2. Sub-Arterial/Local Collector-USN	40m		
	3. City Road	31.5	3. Local Collector	30m		
	4. Connector Road	20m	4. Local Collector	30m		
	5. Park Edge Road	16m	5. Park Edge Road Equivalent	N/A		
	6. Access Street	16.1m	6. High Street	22-25m		
	7. Laneways	8m	7. Laneway Equivalent	N/A		
5. Built Form Controls:  Floor Space Ratio (FSR)	No requirement		1:1 – 3:1		Update the floor space ratio map as per <b>Appendix M</b> that aligns with our proposed hybrid masterplan.	Floor space ratios have been reassessed to ensure that appropriate densities can be achieved with particular emphasis around the proposed Metro station (800m walking catchment).

Item Description	Current Controls	Proposed Controls	Recommended Amendment	Comments
6. Site Coverage	Detached dwellings- 65% Small lot housing- 70% Other- 80%	High density mixed use 60% Medium density mixed use 50% Employment – business and light industrial 60% Employment – large format industrial 70%	Government should clarify: <ul style="list-style-type: none"> <li>whether the site coverage is to be used as a guide only</li> <li>the mechanisms to use adjacent open spaces in the site coverage calculations.</li> </ul>	<p>The existing planning controls and approvals for SSP have more flexibility in relation to site coverage, with higher percentages permitted than the proposed site coverage with the WSA Draft PP. There is no discernible justification for this change.</p> <p>During our workshop with the Western Sydney Planning Partnership on the 2 February 2021, we were advised that site coverage is not a restriction but rather a guide in which permeable areas and canopy cover within roads and open space could be considered when calculating the site coverage of a site. WSPP should clarify this position.</p> <p>Furthermore, the WSA Draft PP should permit and provide the parameters for the relevant Planning Authority to assess each application for changes to site coverage based on its merits if a better outcome for the development is achieved.</p>
7. Existing Development Consents and Development Applications lodged prior to Precinct Plan endorsement	Generally, consistent with LEP/DCP.	Inconsistency between the draft Precinct Plan and Existing Development Consents and Development Applications lodged.	To ensure that existing and pending approvals can be acted upon, we recommend that the proposed hybrid masterplan for SSP be updated within the Precinct Plan as per structure plan included as <b>Appendix B</b> .	<p>Refer to <b>Appendix N</b> for a plan showing our existing development consents and applications lodged.</p> <p>These existing and pending approvals have not been accounted for in the WSA Draft PP. Without amendment to the WSA Draft PP, proceeding on any development approval would trigger a planning proposal or the masterplanning process, which creates an unnecessary, expensive and time-consuming process for both Celestino and Government. It also calls into question the fact that the existing approvals were validly obtained under the existing planning controls but are now being overridden by Government.</p> <p>The masterplanning process should also be clarified by Government without delay so that stakeholders are fully apprised of what they may have to do to achieve planning outcomes that allow them to act on existing approvals.</p> <p>Additionally, the WSA Draft PP should be amended to integrate with the current SSP DCP, which has been in place since 2016. It is deeply regrettable that the validly</p>

Item Description	Current Controls	Proposed Controls	Recommended Amendment	Comments
				approved existing DCP and zoning of SSP have been ignored by both the SEPP and the draft Precinct Plan.
8. Metro Environmental Impact Statement dated October 2020	Generally aligned.	Inconsistency in road networks between the WSA Draft PP and Metro Environmental Impact Statement dated October 2020.	We request that the masterplan for SSP be updated within the WSA Draft PP as per the hybrid masterplan included as <b>Appendix B</b> .	Through engagement with Metro we have incorporated road networks into our hybrid masterplan that, if implemented via the WSA Draft PP, would align with Metro's preferred road network.
9. SEPP (WSA) 2020 Transit Corridors Map	Generally aligned.	Inconsistency between the WSA Draft PP and SEPP Transit Corridors Map. Luddenham Road alignment within the draft Precinct Plan is inconsistent with the Arterial Road Corridor mapped.	We request that the masterplan for SSP be updated within the WSA Draft PP as per the hybrid masterplan included as <b>Appendix B</b> .	We have incorporated the Luddenham Road alignment as per the SEPP Transit Corridors Map into our hybrid masterplan. Refer to <b>Appendix O</b> demonstrating the inconsistencies.
10. Undisturbed Soil Network Principles	Not Applicable. Undisturbed Soil Network Principles do not apply and have not been considered in the detailed design	Undisturbed Soil Network Principles are included within the WSA Draft PP and so would be a new control applying to SSP.	We recommend removing Undisturbed Soil Network Principles.	<p>The design, construction and ecological limitations when applying the proposed Undisturbed Soil Network principles will be significant. Particularly:</p> <ul style="list-style-type: none"> <li>Existing Soil Conditions- viability of plant growth due to the poor quality of existing soils because of historic agricultural uses. Desired ecological outcomes will not be achieved.</li> <li>Road Design- basic engineering road design principles and road safety requirements conflict with Undisturbed Soil Network Principles requirements. Specifically, Austroads Guide to Road Design road user safety outcomes would not be satisfied. Refer to preliminary grading of Undisturbed Soil Network Principles roads included as <b>Appendix P</b>.</li> <li>Riparian/Road Interface- likely loss of developable land (approximately 25ha) due to the transition requirements between riparian corridors and interfacing roads prescribed by the Undisturbed Soil Network Principles. Refer cross sections included in <b>Appendix Q</b> showing interface and transition from the</li> </ul>

Item Description	Current Controls	Proposed Controls	Recommended Amendment	Comments
				<p>Undisturbed Soil Network riparian corridors to development lots.</p> <ul style="list-style-type: none"> <li>Riparian Corridors- viability of design and construction of trunk drainage and impact on 1:100-year flood levels and extent. This will result in additional land being impacted by the 1:100-year flood extent.</li> <li>Importation of Fill Material- likely increased reliance on imported material for filling rather than a cut/fill balanced approach.</li> <li>Amenity- the inability to deliver quality open space amenity with accessibility and walkability which are key principles of the vision for the Pakland City.</li> </ul>
11. Waterways, Vegetation and Riparian Corridors Mapping	Generally, in accordance with the NRAR endorsed riparian corridor strategy.	Inconsistent with field survey and NRAR endorsed riparian corridor strategy.	We request that the masterplan for SSP be updated within the Precinct Plan as per the hybrid masterplan included as <b>Appendix B</b> .	<p>Significant consultation with NRAR and Penrith City Council has taken place in developing the riparian corridor strategy. This should be acknowledged within the WSA Draft PP.</p> <p>Refer attached a plan of NRAR Endorsed Creeks under <b>Appendix R</b>.</p>
12. Arterial and Sub-arterial roads	Collector roads are catered for in the DCP. There has been no allocation of Arterial and Sub Arterial roads.	Arterial and Sub Arterial roads within the WSA Draft PP.	<p>We request that the masterplan for SSP be updated within the Precinct Plan as per the hybrid masterplan included as <b>Appendix B</b>.</p> <p>The Arterial and Sub Arterial Roads have been incorporated as outlined in the WSA Draft PP. These roads should be considered in any contribution plans.</p>	<p>Celestino's obligations to deliver road infrastructure under its existing local VPA has not been considered in the distribution of social and civil infrastructure within the WSA Draft PP. It is unclear how the public infrastructure (proposed within the WSA Draft PP) above and beyond current VPA obligations are to be acquired and funded by Government.</p> <p>Furthermore, the proposed Arterial and Sub-arterial roads within SSP benefits a wider catchment due to key east west and north south links as outlined within the WSA Draft PP. The land dedication and construction of these roads is not business as usual and needs to be considered with the wider Aerotropolis contributions plan.</p>
13. Aboriginal Heritage and AHIP's	Aboriginal Heritage Impact Permits received, and salvage works completed.	Not considered	There should be no items mapped for potential conservation corridors and aboriginal sensitivity sites within SSP.	<p>Aboriginal Heritage Impact Permits and associated site salvage works in SSP have been completed and should be acknowledged.</p> <p>We have attached a copy of the Aboriginal Heritage Impact Permit and subsequent confirmation of salvage works under <b>Appendix S</b>.</p>

Item Description	Current Controls	Proposed Controls	Recommended Amendment	Comments
14. Social, community and cultural infrastructure	Contributions for: <ul style="list-style-type: none"> <li>- Library</li> <li>- Cultural Facilities</li> <li>- Affordable Housing</li> <li>- Branch and central library</li> <li>- Active Open Space (ovals, cricket pitches, soccer fields or equivalent fields)</li> <li>- Passive Open Space</li> <li>- Riparian Planting</li> <li>- District Open Space</li> <li>- Community Facility</li> <li>- Water Sensitive Urban Design and wetland facilities</li> <li>- Public Art</li> </ul>	Allocated: <ul style="list-style-type: none"> <li>- Aged care</li> <li>- Other education</li> <li>- Primary school</li> <li>- District library</li> <li>- 2 x District/local community facilities</li> <li>- District Indoor sports facilities</li> <li>- Outdoor sports courts</li> <li>- Local cultural facility</li> <li>- Childcare</li> </ul>	We request the social, community and cultural infrastructure be reviewed and updated in the WSA Draft PP so that: <ul style="list-style-type: none"> <li>• appropriate amenity that aligns with Government's stated objectives for the WSA are delivered; and</li> <li>• the amenity in some way aligns with Celestino's existing VPA commitments.</li> </ul>	Less amenity will be delivered to the future community of SSP under the WSA Draft PP and needs to be reconsidered. Furthermore, Celestino has already committed under its VPAs for SSP to deliver certain infrastructure. This has not been taken into account in the WSA Draft PP.

## 6. CONCLUSION

Celestino would like to thank DPIE and WSPP for the opportunity to review and provide comments on the WSA Draft PP. We appreciate the work that has gone into the preparation of the Western Sydney Aerotropolis Planning Package.

Celestino is supportive of the broad vision for the WSA to be an economic powerhouse, driving the productivity of Western Sydney and New South Wales through this century and beyond. As a strategically important development that has been zoned for mixed use development since 2016, Celestino believes that SSP is perfectly positioned to significantly contribute towards this vision.

However, for the reasons detailed in this submission, Celestino does not believe that the WSA Draft PP is capable of achieving Government's vision. We have by this submission demonstrated where the WSA Draft PP will not result in the desired planning outcomes, or will be contradictory to the existing planning approvals for SSP.

In summary, Celestino's key concerns with the WSA Draft PP are:

- **It ignores existing planning;**
- **It will abolish detached residential dwellings as a permitted use;**
- **It establishes cost prohibitive and inefficient development controls;**
- **It is rigid and inflexible;**
- **It will undermine existing commercial agreements;**
- **It imposes an unnecessary cap on dwelling numbers;**
- **It contains unviable employment/non-residential floor space thresholds; and**
- **It does not consider existing site conditions.**

Celestino believes that its concerns with the WSA Draft PP can be resolved and proposes two alternate planning pathways to resolution for Government's consideration.

### PLANNING PATHWAY- OPTION 1

Celestino would like to work collaboratively with DPIE and WSPP to refine the WSA Draft PP (and consequently the State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 (WSA SEPP)). We believe the proposed recommendations within our

submission ensure a balanced outcome for all stakeholders within the Northern Gateway and will help achieve Government's objectives and the vision for the Aerotropolis. In summary, our recommendations are:

- **Acknowledge approved planning controls and endorsed strategies for Sydney Science Park**
  - Reinstatement of all permissible uses from the Penrith LEP 2010, including detached dwellings, in the WSA SEPP 2020.
  - Integrate the existing development consents for SSP issued by Penrith City Council.
  - Non-residential ratio and triggers to be consistent with the Penrith LEP 2010 as it applies to SSP.
  - Adopt riparian corridor strategy endorsed by Natural Resources Access Regulator.
  - Acknowledge all ecological assessments endorsed for SSP.
  - Acknowledge existing Aboriginal Heritage Impact Permits and subsequent clearances for SSP.
- **Adopt the hybrid masterplan outlined in our submission.** This masterplan is cognisant of ground truthing and field testing, existing development consents, proposed Luddenham Metro Station and associated roads. Most importantly, it considers and achieves the key drivers and takeouts outlined in the WSA Draft PP.
- **Rationalise development controls and remove the cap on dwellings** to better reflect the vision and aspirations of the Aerotropolis and SSP as a Specialised Centre underpinned by transport-oriented development principles in which residential density, commercial, retail uses are maximised within a walking catchment of the proposed Metro station.
- **Improve coordination and consistency with:**
  - Sydney Metro for the proposed Luddenham Station (rail infrastructure, surrounding road networks, car parking and bus depot facilities).
  - the State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 Transit Corridors Map to address the Luddenham Road alignment.

- **Minor Variation Provision:** Include a provision in the WSA SEPP 2020 and WSA Draft PP that allows the assessing authority to assess and determine minor variations to the Precinct Plan.

## **PLANNING PATHWAY-OPTION 2**

Our preference is to pursue proposed Planning Pathway - Option 1 as outlined above. However, as an alternative, Celestino requests that SSP be excluded from the WSA Draft PP. In this instance, we request that the Penrith LEP 2010 and Penrith DCP 2014 continue to apply. Celestino would seek to work collaboratively with DPIE, WSPP and PCC on a suitable revised masterplan to ensure that the key principles of orderly development are achieved.

## APPENDIX A

### Penrith LEP 2010 – Schedule 1 Additional Permissible Uses

# Penrith Local Environmental Plan 2010

## Schedule 1 Additional permitted uses

### **34 Use of certain land at 565–609 Luddenham Road, Luddenham (Sydney Science Park)**

- (1) This clause applies to land at 565–609 Luddenham Road, Luddenham, being Lot 201 and part of Lot 202, DP 1152191, that is identified as “Sydney Science Park” on the Clause Application Map.
- (2) Development for the purposes of electricity generating works, exhibition homes, exhibition villages, helipads, light industries, research stations, water recycling facilities, water reticulation systems and water storage facilities is permitted with development consent on the land to which this clause applies that is in Zone B4 Mixed Use.
- (3) Development for the purposes of agricultural produce industries, attached dwellings, dual occupancies, dwelling houses, electricity generating works, exhibition homes, exhibition villages, helipads, home-based child care, home businesses, home occupations, multi dwelling housing, research stations, residential flat buildings, secondary dwellings, semi-detached dwellings, serviced apartments, sewerage systems, shop top housing, veterinary hospitals, water recycling facilities, water reticulation systems and water storage facilities is permitted with development consent on the land to which this clause applies that is in Zone B7 Business Park.

## APPENDIX B

### Proposed Hybrid Masterplan

# PROPOSED HYBRID URBAN DESIGN FRAMEWORK



## KEY TAKEOUTS

The proposed plan addresses all key take outs outlined in the Draft Aerotropolis Precinct Plan:

- 1 Specialised Centre. ✓
- 2 Local centre. ✓
- 3 Mixed used zoning. ✓
- 4 Finer grain employment area. ✓
- 7 Riparian Parks/creeks and open space. ✓
- 8 Creek to creek connection with linear park. ✓
- 10 Luddenham Road. ✓
- 11 Paired street to Luddenham Road. ✓
- 12 Remnant woodland becomes conservation area. ✓
- 13 Potential strategic crossing over the Warragamba Pipeline. ✓
- 14 Potential for another strategic crossing over the pipeline. ✓

## OTHER CONSIDERATIONS

- Incorporates existing Development Consents ✓
- Incorporates SEPP Transit Corridors Map ✓
- Ground truthing & field testing ✓
- Riparian corridor assessment endorsed by NRAR ✓
- Retains key connections outside SSP site ✓

## APPENDIX C

### Proposed Land Zoning Map

# PROPOSED LAND ZONING MAP

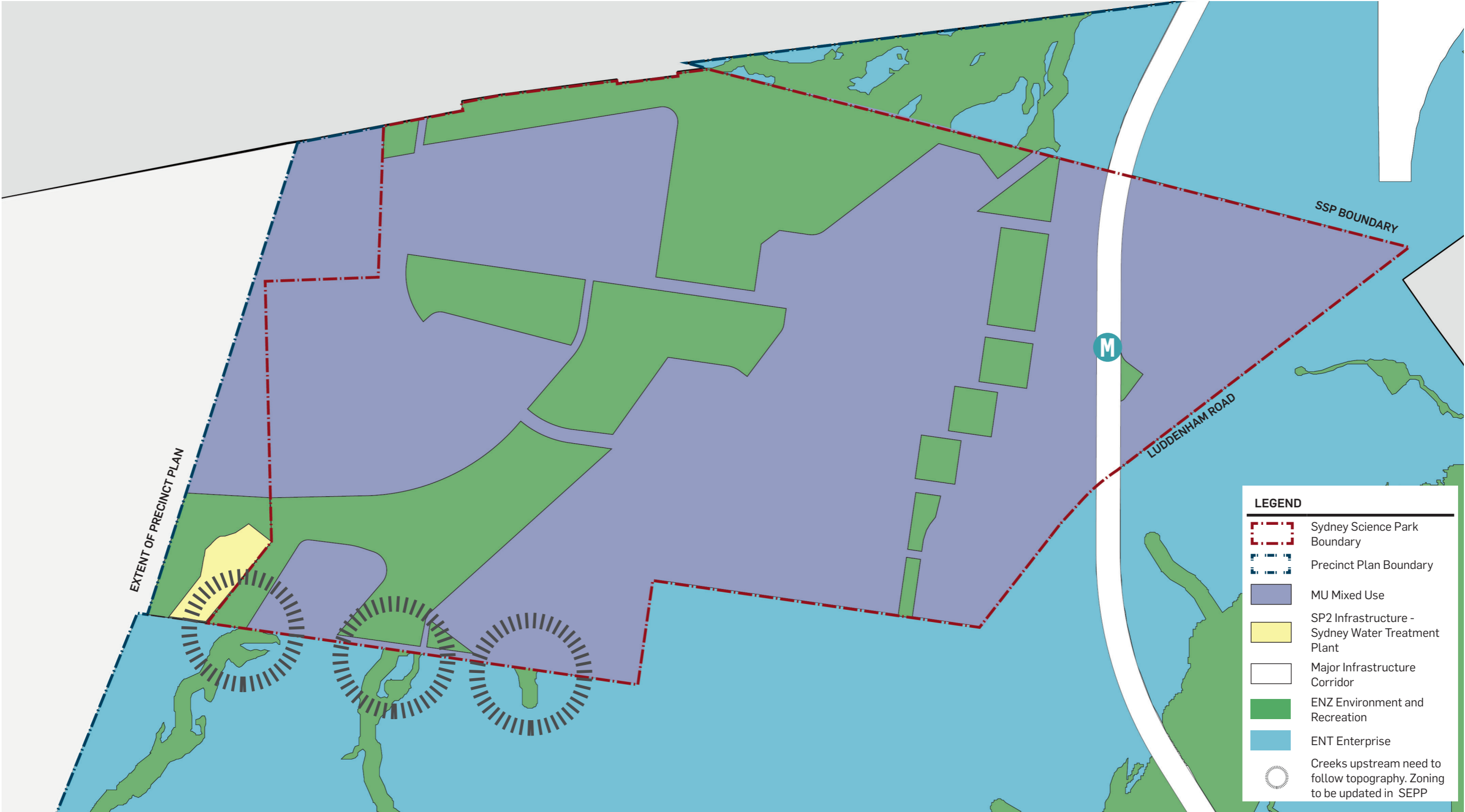


Figure 7 Land Zone Plan

## APPENDIX D

### Draft Precinct Plan Land Zoning Overlay



PROJECT

SYDNEY SCIENCE PARK  
NORTHERN GATEWAY  
PRECINCT PLAN REVIEW

CLIENT



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Plan 1 - Zoning Plan

	Option A	
MU - Mixed Use	201.00	64.09%
ENT - Enterprise	22.28	7.10%
ENZ - Environment and Recreation	85.65	27.31%
Major Infrastructure	4.70	1.50%
Total Area	313.63	100.00%

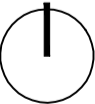
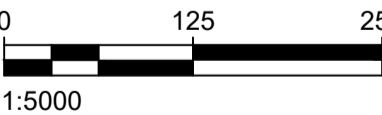
- MU - Mixed Use
- ENZ - Environment and Recreation
- Major Infrastructure
- ENT - Enterprise

PROJECT MANAGEMENT INITIALS

HC	GV	HC
DESIGNER	CHECKED	APPROVED

ISSUE/REVISION

B	01.12.2020	FOR INFORMATION
A	23.11.2020	DRAFT FOR REVIEW
I/R	DATE	DESCRIPTION



PROJECT NUMBER

OPP-1086824

SHEET TITLE

SYDNEY SCIENCE PARK  
ZONING  
OPTION A

SHEET NUMBER

OPP-1086824-PLAN 1a

ISSUE

B

This drawing is confidential and shall only be used for the purpose of this project. The signing of this title block confirms the design and drafting of this project have been prepared and checked in accordance with the AECOM quality assurance system to ISO 9001:2000.

## APPENDIX E

### SSP Positioning Document

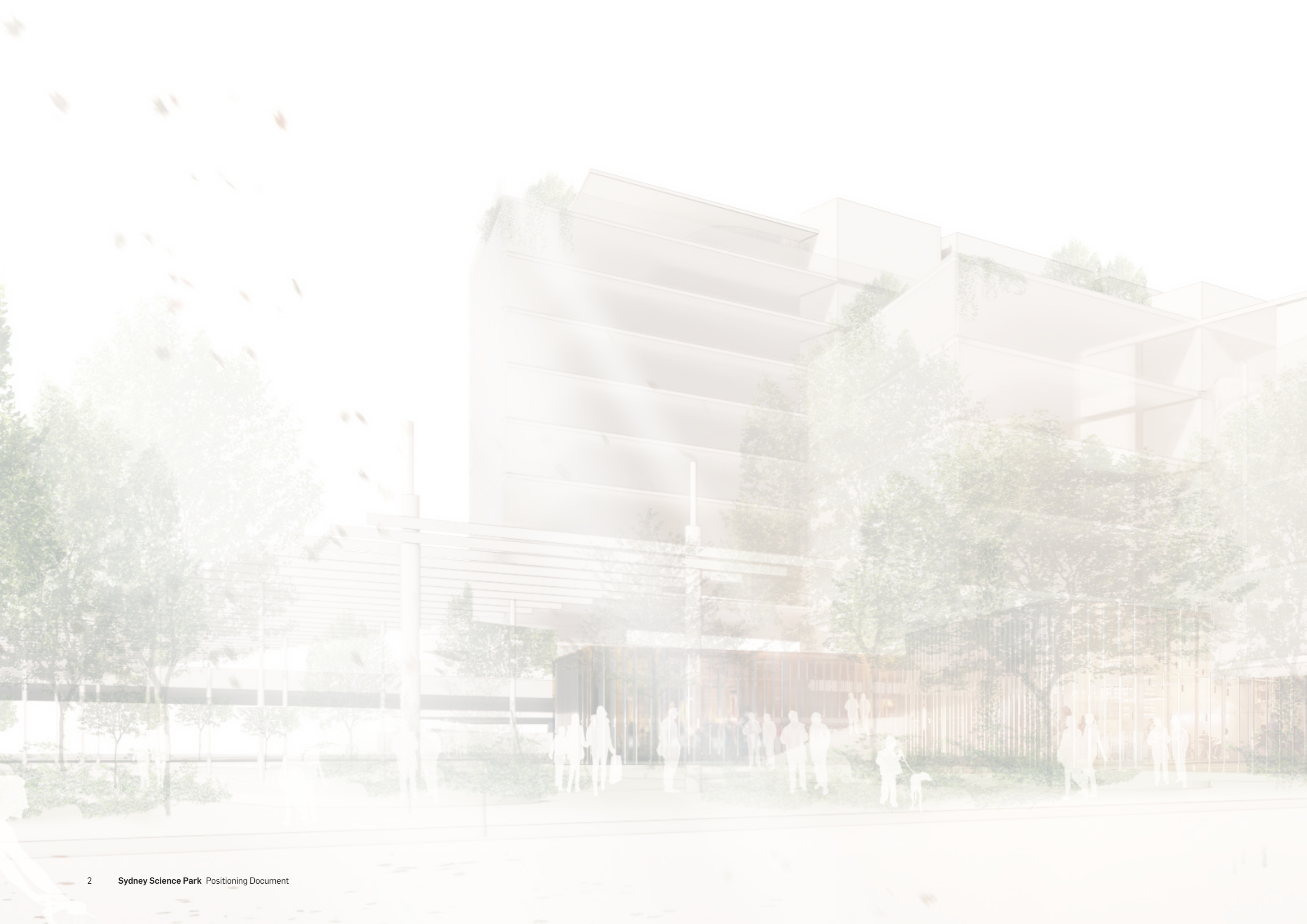


# SYDNEY SCIENCE PARK

## POSITIONING DOCUMENT

PREPARED FOR  
**CELESTINO**  
11 MAR 2021  
ON BEHALF OF SYDNEY SCIENCE PARK PTY LTD





# SYDNEY SCIENCE PARK VISION

Sydney Science Park (SSP) is a \$5bn mixed-use smart city that will create an internationally recognised epicentre for research, development, education, commercialisation and innovation in the heart of Western Sydney.

SSP has the vision to be a vibrant, integrated and sustainable city, founded as a centre for disruption and innovation, where people can innovate, learn, live, play and trade in a connected and responsive community.

SSP will bring together leading innovators in industry, education and business with a primary focus on the following research and development pillars:

- Health
- Food (high-tech production, storage and bio-security)
- Energy
- Smart city and urban development (including water and waste)

### Zoned and ready to go

Sydney Science Park was zoned in 2016 for mixed uses through B4 and B7 zones allowing employment, education, residential and retail across a seamless area larger than Macquarie Park.

Since rezoning there have been many positive planning and infrastructure announcements including:

- The Commonwealth Government commitment to build the Western Sydney International Airport (3km from SSP) by 2026;
- The joint State-Commonwealth Government commitment to deliver Stage 1 of the North-South rail corridor (through SSP) by 2026;
- Sydney Water & Celestino partnership to deliver an innovative onsite integrated water recycling hub to provide staged water, wastewater and recycled water services by late 2021.

### Current Zoning

Current zoning allows Celestino to deliver:

- 340,000m<sup>2</sup> of commercial and research floorspace
- 100,000m<sup>2</sup> of education space for education providers
- 3,400 residential accommodation (including detached dwellings)
- Vibrant town centre with a mix of retail, commercial, education and residential
- Passive and active recreational spaces
- Playgrounds and sporting facilities
- Extensive bicycle and walking paths

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# CONTEXT

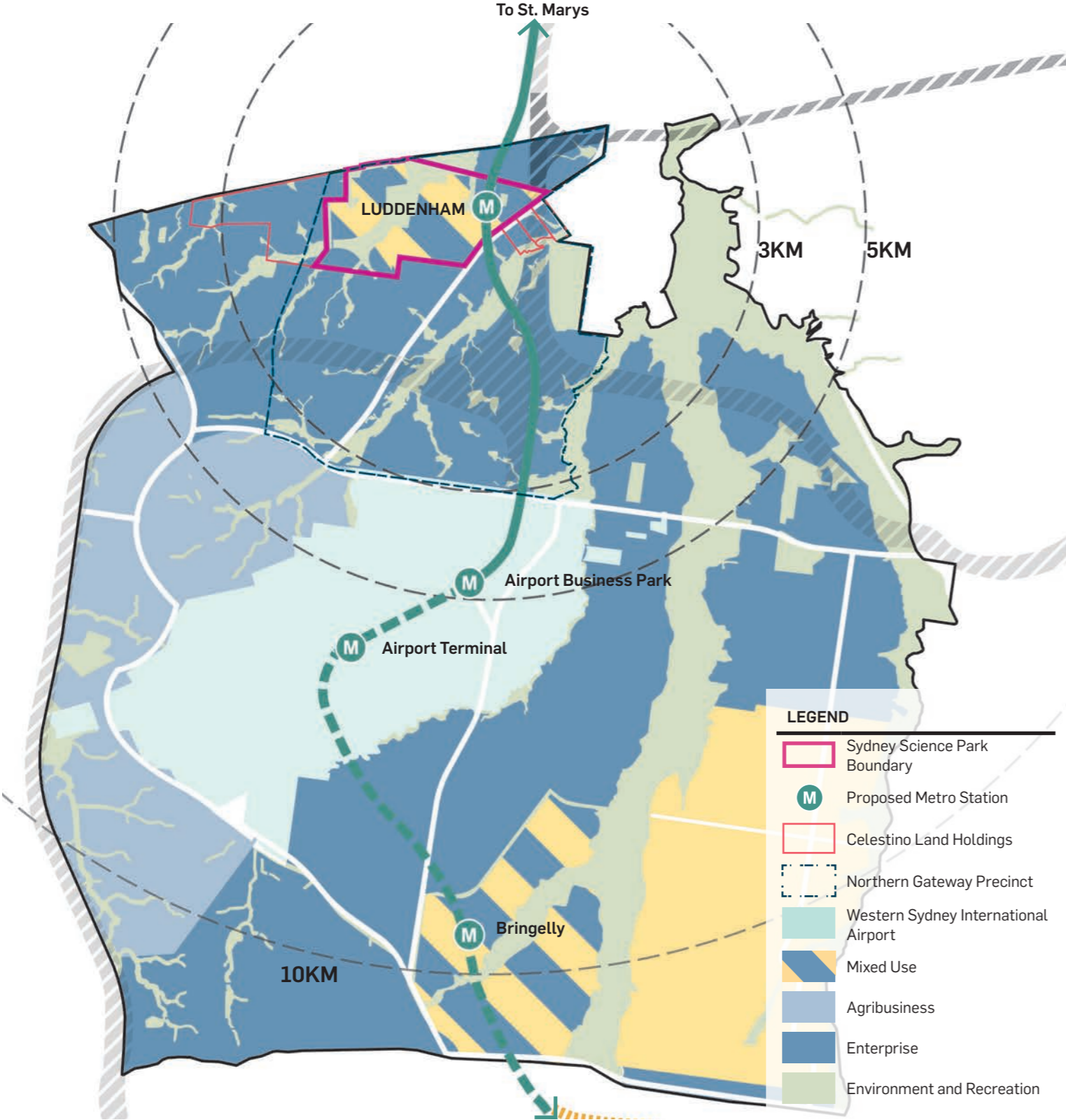
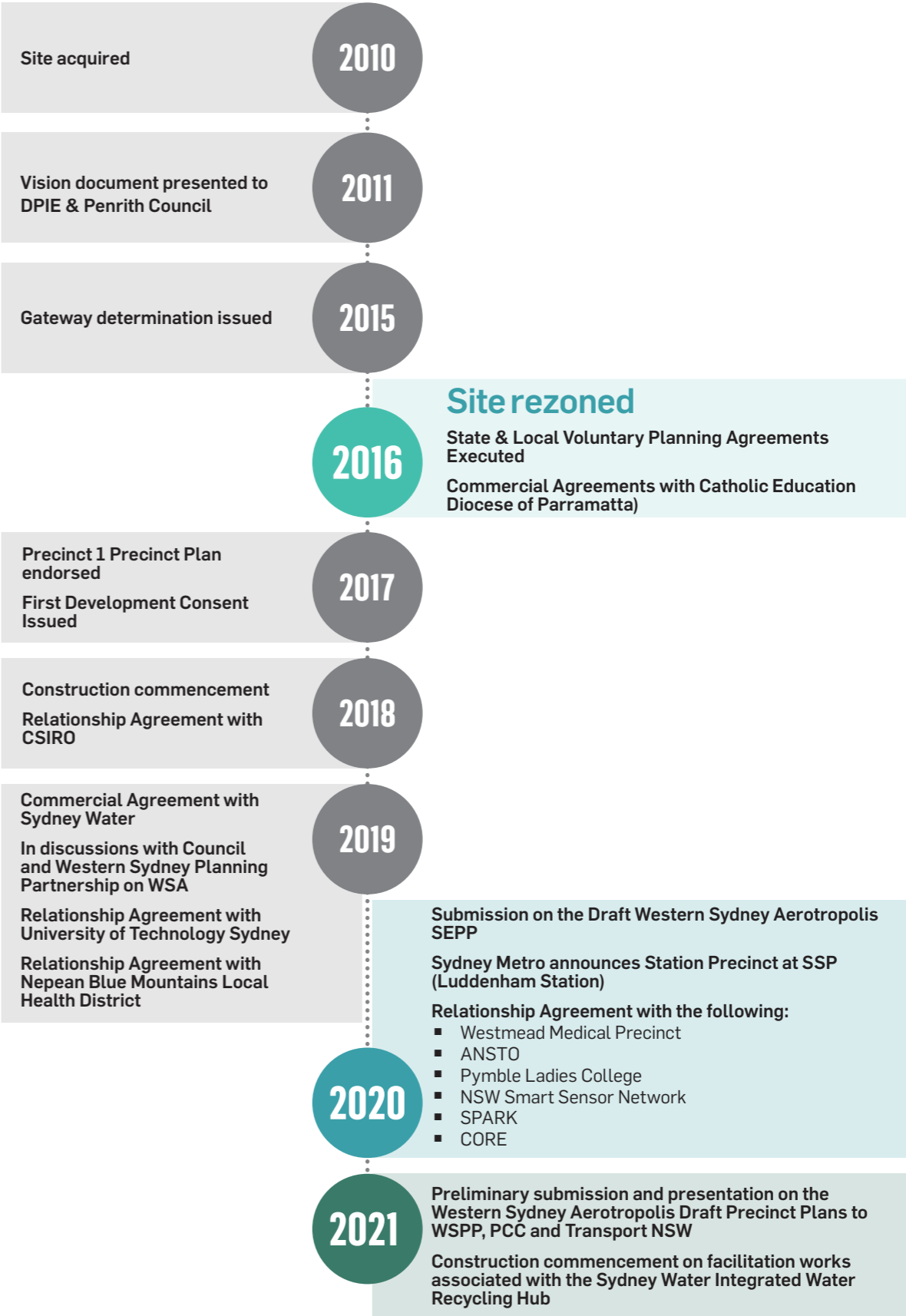


Figure 1 Sydney Science Park in context of Northern Gateway and Western Sydney Aerotropolis Area

# BACKGROUND

## PROJECT TIMELINE



# CURRENT MASTERPLAN

The Penrith DCP 2014 - SSP E16 depicts the Precinct Plan as an integrated employment, educational and residential community supported by a connected open space and street network.

It outlines the following:

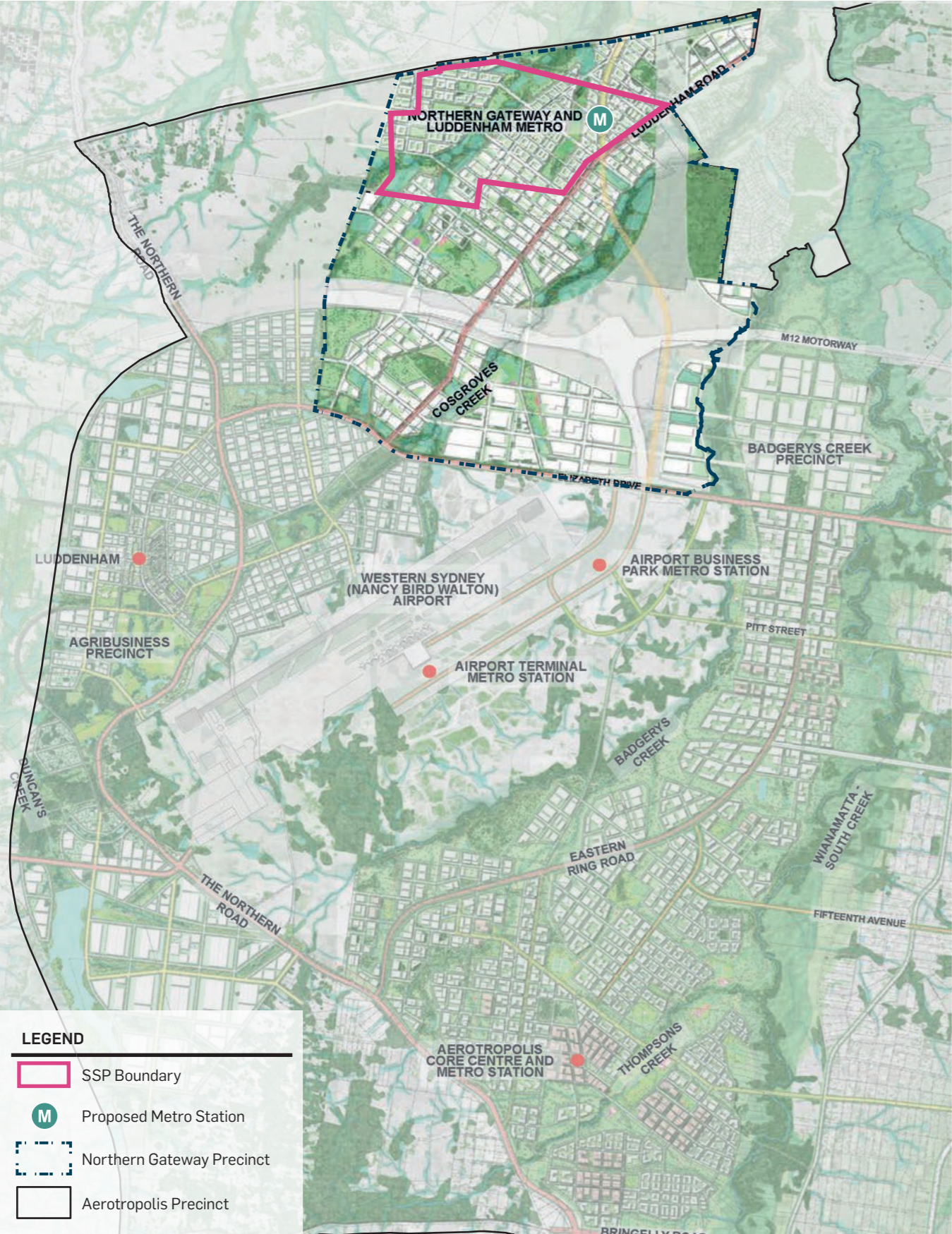
- Deliver a social, economic and environmental sustainable community through integrated land use and transport planning;
- Deliver community facilities, education, shopping and employment opportunities that will be walkable, cycle-able and enhanced with transport services;
- Provide a variety of employment and workplace opportunities and a diversity of housing types and tenure choices that will be contained in a compact urban form;
- Respond to the importance of the future rail line extension and proposed station;
- Provide for a higher order road hierarchy that has been developed in a manner that provides for flexibility of development of various land uses;
- Establish two east west connectors that represent key structural elements of the site;
- Provide a grid street hierarchy that promotes permeable connections and accessibility, trip containment, walking, cycling and use of public transport;
- Establish sustainable street activity through a town centre with a 'main street' style retail, commercial and housing mix;
- Provide a range of housing densities and dwelling types for all demographics; and
- Provide an extensive passive and active open space and landscape network that shapes an identity and character responsive to the topography of the site, and integrates a livable, robust network of parks, reserves, corridors and streetscapes.



**Figure 2** Precinct Plan (Source: Penrith DCP, 2004)

# PRECINCT PLAN FRAMEWORK

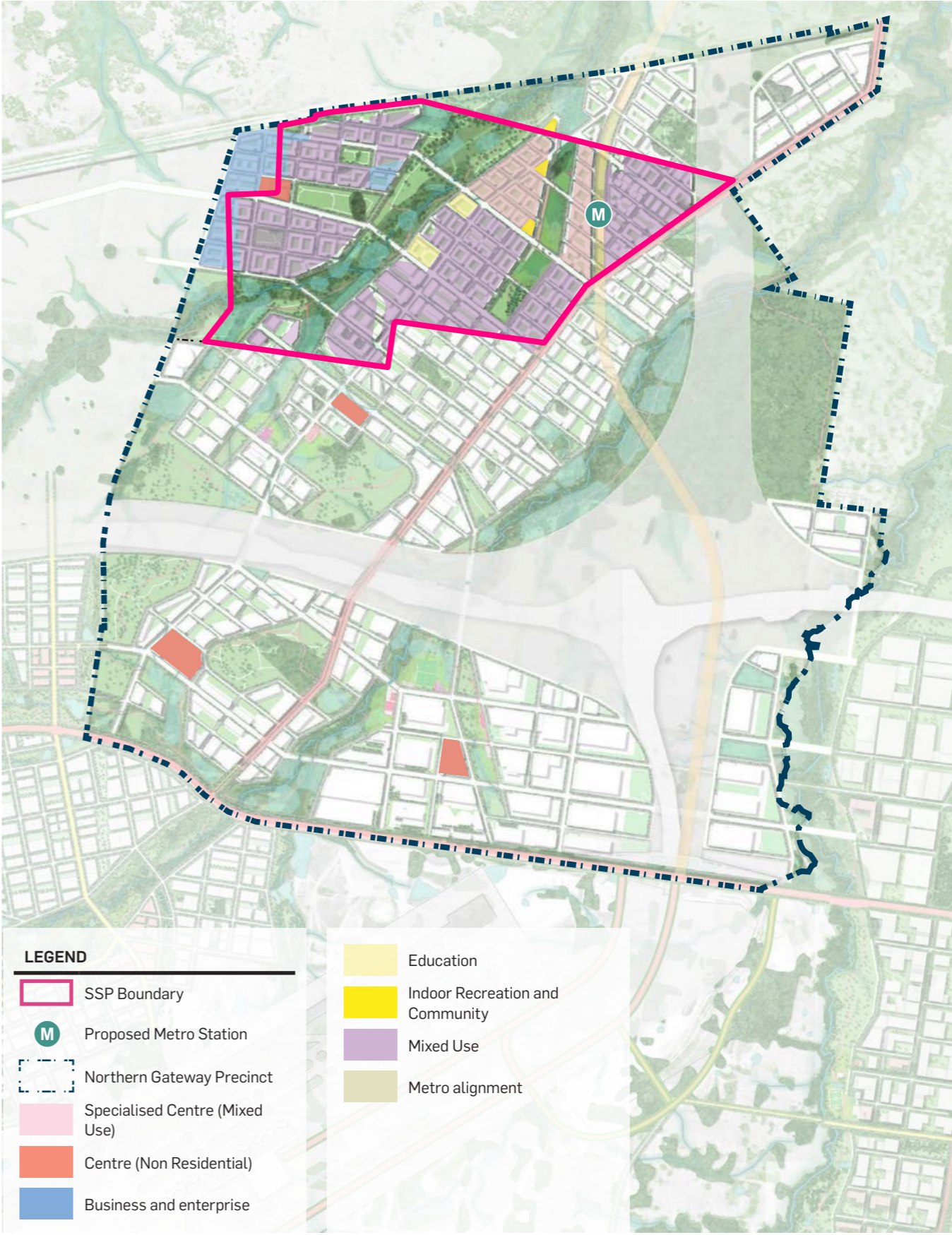
## WESTERN SYDNEY AEROTROPOLIS PLAN



**Figure 3** Sydney Science Park in context of the Northern Gateway Precinct and wider Western Sydney Aerotropolis Precinct (Source: Draft Aerotropolis Precinct Plan, Draft for Public Comment)

# NORTHERN GATEWAY URBAN DESIGN FRAMEWORK

## NORTHERN GATEWAY PRECINCT PLAN



**Figure 4** Sydney Science Park in context of the Northern Gateway Precinct (Source: Draft Aerotropolis Precinct Plan, Draft for Public Comment)

# DRAFT AEROTROPOLIS PRECINCT PLAN

## KEY DRIVER 1: CONNECTING TO COUNTRY



## KEY DRIVER 2: LANDSCAPE LED



## KEY DRIVER 3: GREAT PLACES



## KEY DRIVER 4: TRANSPORT INVESTMENT & JOBS



## KEY DRIVER 5: CIRCULAR ECONOMY



## KEY DRIVER 6: A RESILIENT CITY



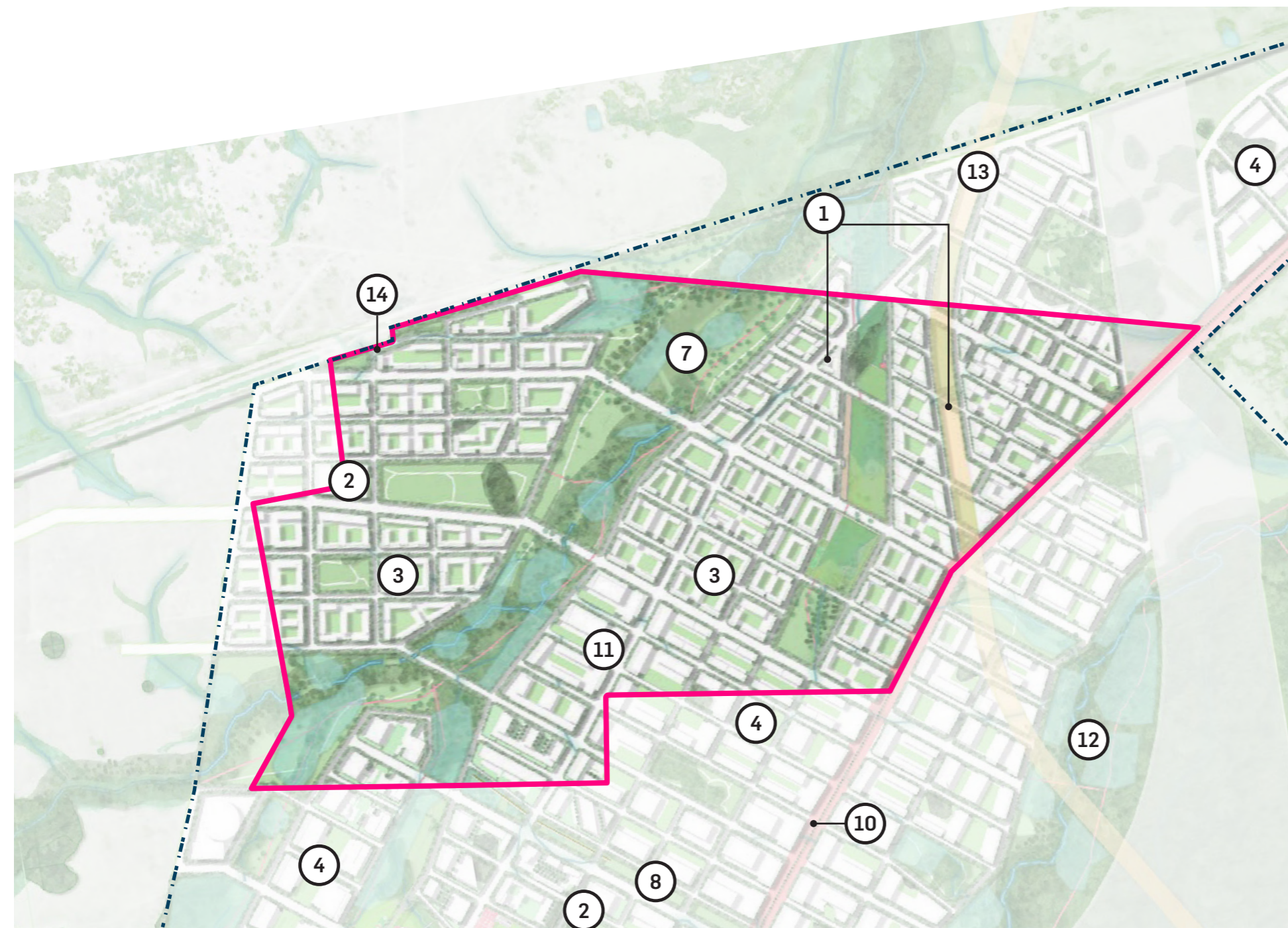
## KEY DRIVER 7: URBAN COMFORT & GREEN STREETS



## KEY DRIVER 8: MARKET FACTORS



# NORTHERN GATEWAY URBAN DESIGN FRAMEWORK - SYDNEY SCIENCE PARK



**Figure 5** Sydney Science Park Urban Design Framework (Source: Northern Gateway Precinct Urban Design Report, Draft for Public Comment)

## KEY TAKEOUTS

- ① Specialised Centre. A hub with focus on innovation, science, technology as well as other mix of uses such as housing. Contains Metro station. Integrated with the creek parkland
- ② Local centre, each with its own focus and amenity (non-residential).
- ③ Mixed used zoning to support the strategic centre and other enterprise areas throughout the precinct.
- ④ Finer grain employment area with smaller building types on steeper land. Lot sizes are smaller to minimise extent of cut and fill associated with larger scale building typologies.
- ⑦ Riparian Parks/creeks, open space and existing woodland retained. In lower risk flood zones these areas contain active recreation and a range of shared passive open spaces.
- ⑧ Creek to creek connection with linear park provide active recreation and a range of shared passive open spaces up valleys and connecting development over the ridge line.
- ⑩ Luddenham Road. This is the primary urban roadway and serves as the major freight and regional rapid bus corridor.
- ⑪ Paired street to Luddenham Road. This is a major structuring spine and will serve as a main frequent bus and active transport corridor.
- ⑫ Remnant woodland becomes conservation area.
- ⑬ Potential strategic crossing over the Warragamba Pipeline to improve connectivity to the Greater Penrith to Eastern Creek (GPEC) investigation area. New road bends slightly to cross pipeline next to Metro line. This would also serve as an active crossing.
- ⑭ Potential for another strategic crossing over the pipeline to further improve connectivity of the Aerotropolis with the GPEC area.

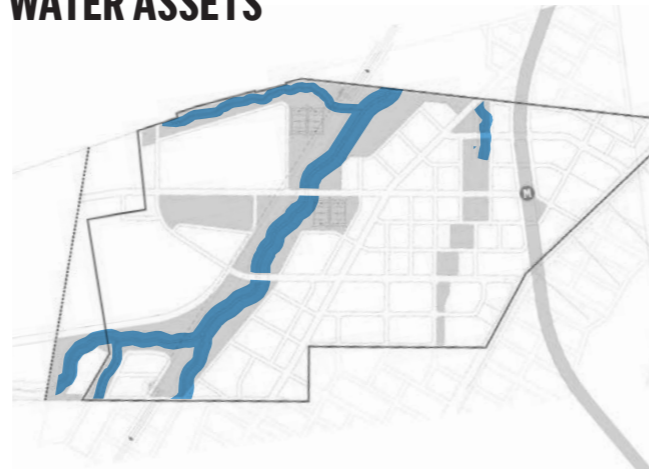
# NORTHERN GATEWAY - SYDNEY SCIENCE PARK PRECINCT PRINCIPLES & STRUCTURE

Celestino is proposing a Hybrid Masterplan to be incorporated into the Precinct Plan. This plan seeks to adopt some key precinct principles and allows for development to progress within existing approvals.

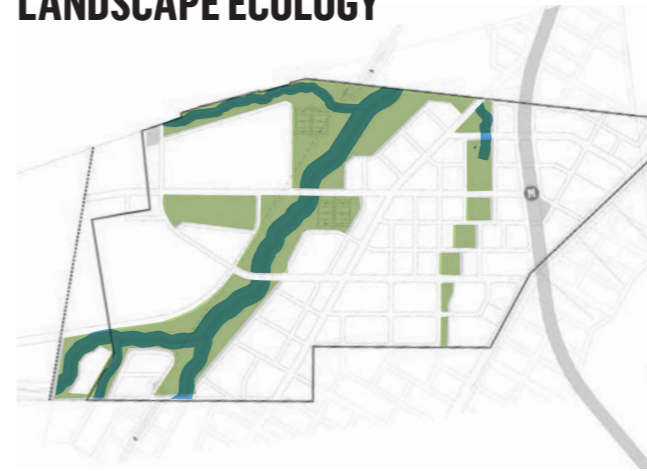
## 1. CONNECTING TO COUNTRY



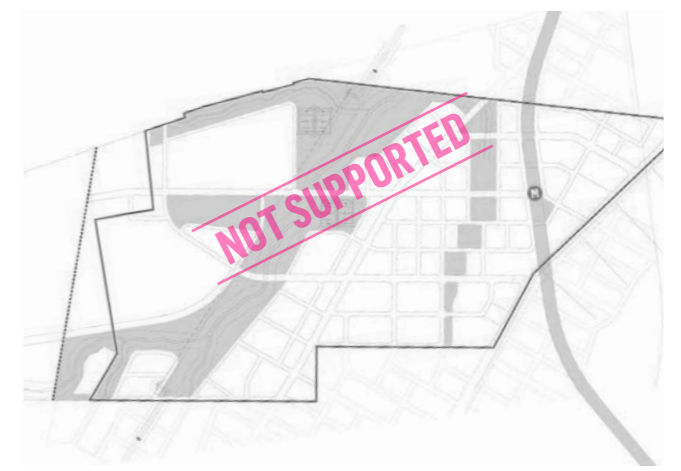
## 2. PRESERVE & PROTECT WATER ASSETS\*



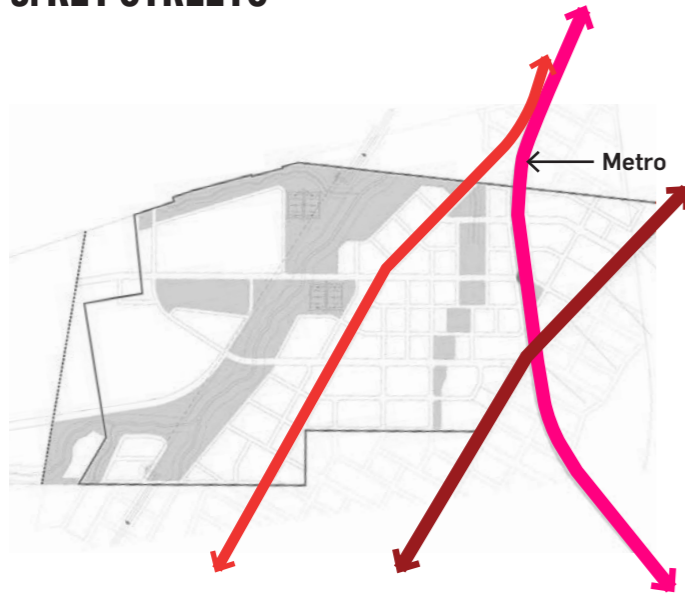
## 3. PRESERVE & PROTECT LANDSCAPE ECOLOGY



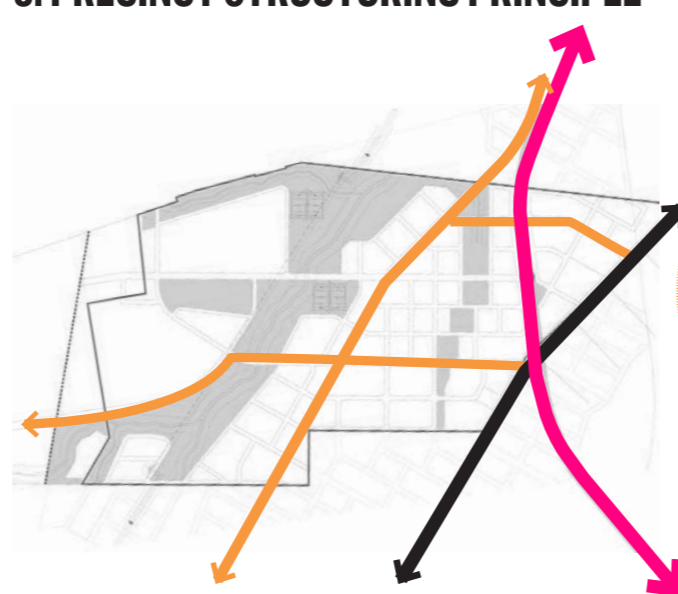
## 5. UNDISTURBED SOIL NETWORK\*\*



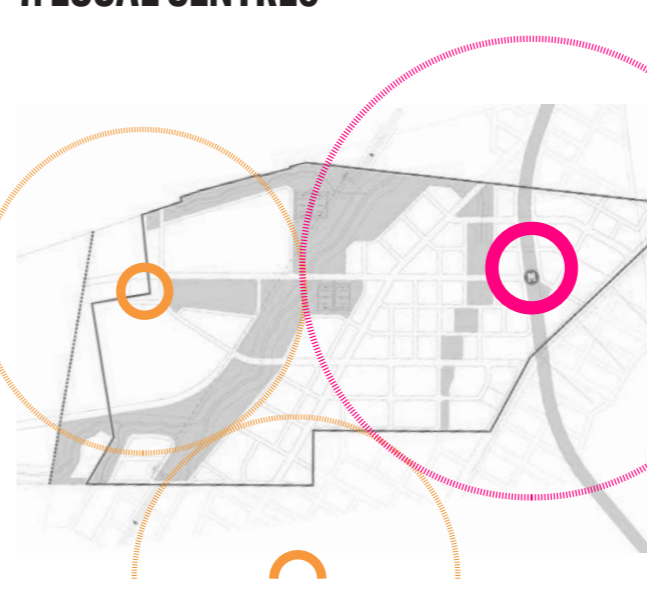
## 5. KEY STREETS



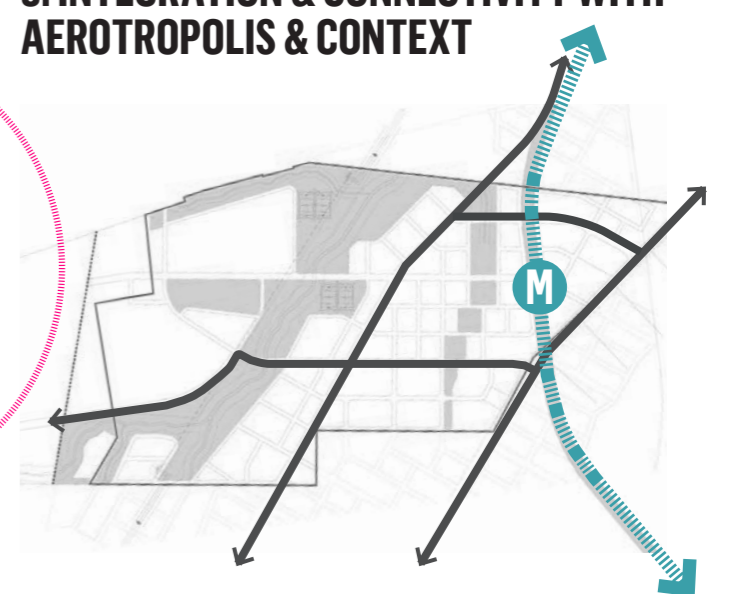
## 6. PRECINCT STRUCTURING PRINCIPLE



## 7. LOCAL CENTRES



## 8. INTEGRATION & CONNECTIVITY WITH AEROTROPOLIS & CONTEXT



Notes:

1. The principles are organised as per Northern Gateway Urban Design & Landscape Report

\* As endorsed by NRAR

\*\* Principle is not supported (refer detailed submission)

# PROPOSED HYBRID URBAN DESIGN FRAMEWORK

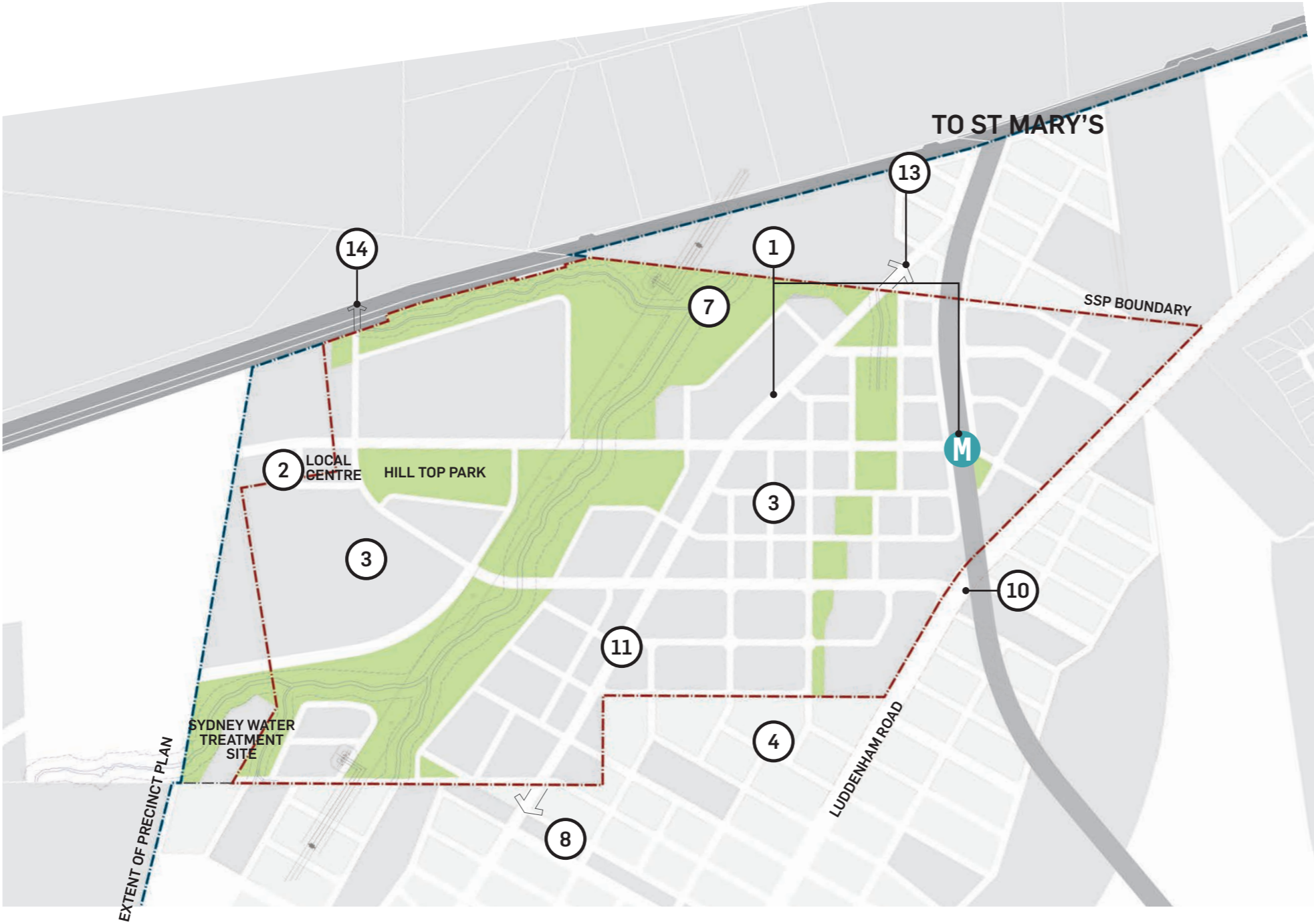


Figure 6 Sydney Science Park Proposed Structure Plan

## KEY TAKEOUTS

The proposed plan addresses all key take outs outlined in the Draft Aerotropolis Precinct Plan:

- 1 Specialised Centre. ✓
- 2 Local centre. ✓
- 3 Mixed used zoning. ✓
- 4 Finer grain employment area. ✓
- 7 Riparian Parks/creeks and open space. ✓
- 8 Creek to creek connection with linear park. ✓
- 10 Luddenham Road. ✓
- 11 Paired street to Luddenham Road. ✓
- 12 Remnant woodland becomes conservation area. ✓
- 13 Potential strategic crossing over the Warragamba Pipeline. ✓
- 14 Potential for another strategic crossing over the pipeline. ✓

## OTHER CONSIDERATIONS

- Incorporates existing Development Consents ✓
- Incorporates SEPP Transit Corridors Map ✓
- Ground truthing & field testing ✓
- Riparian corridor assessment endorsed by NRAR ✓
- Retains key connections outside SSP site ✓

# PROPOSED LAND ZONING MAP

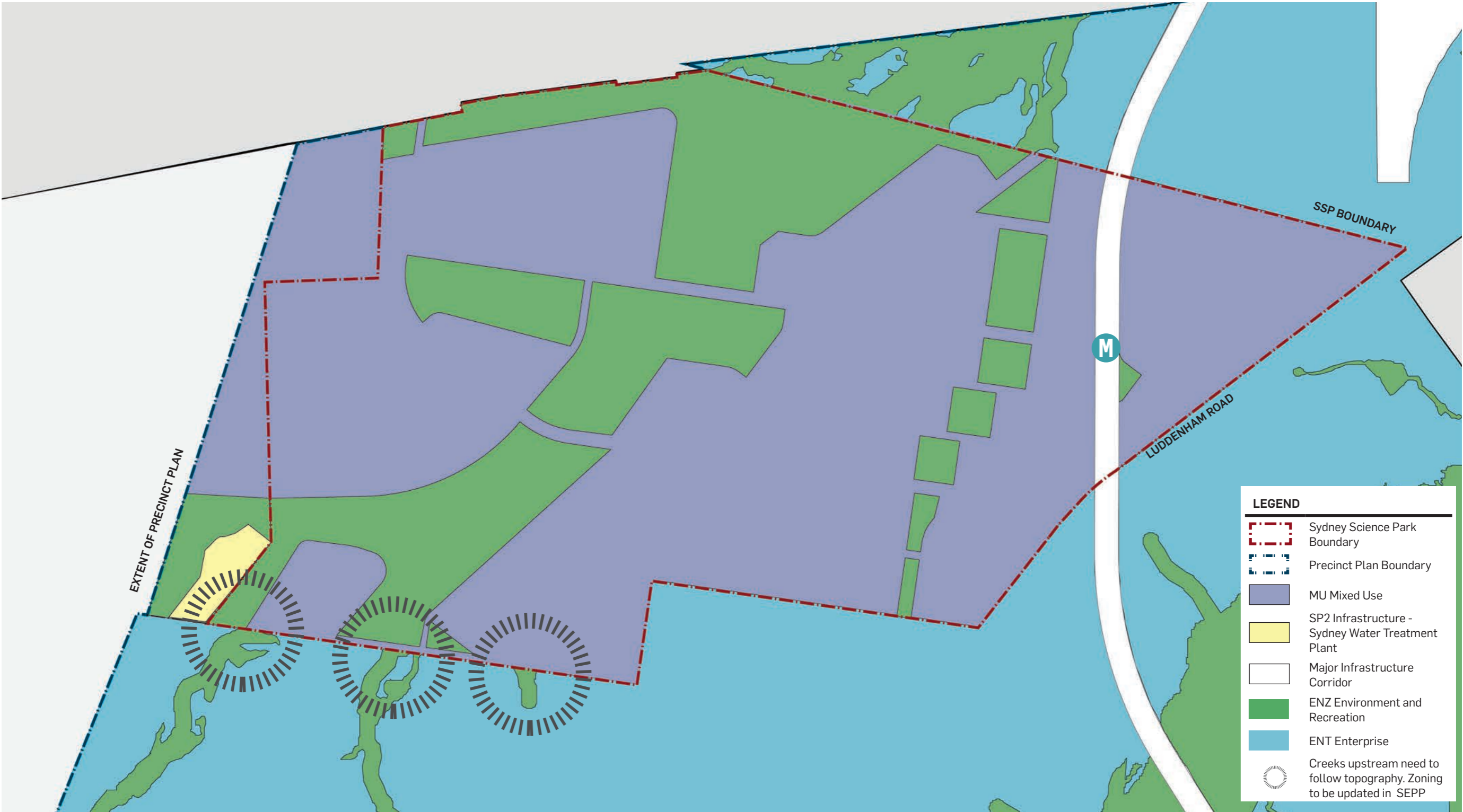


Figure 7 Land Zone Plan

# HERITAGE PLAN



**Figure 8** Heritage: Areas of Aboriginal Cultural Sensitivity and listed Heritage Items

# POTENTIAL CONSERVATION CORRIDORS



Figure 9 Conservation Corridors

# INDICATIVE WSUD DRAINAGE BASIN LOCATIONS



**Figure 10** Wianamatta-South Creek Corridor Indicative WSUD Basins

UNDISTURBED SOIL NETWORK - NOT SUPPORTED



Figure 11 Undisturbed soil network

# OPEN SPACE NETWORK



Figure 12 Open Space Network



# WATERWAYS, VEGETATION AND RIPARIAN CORRIDORS



Figure 13 Waterways, Vegetation and Riparian Corridors

# SCENIC & CULTURAL CONNECTION



Figure 14 Scenic & Cultural Connection Plan

# TRANSPORT NETWORK

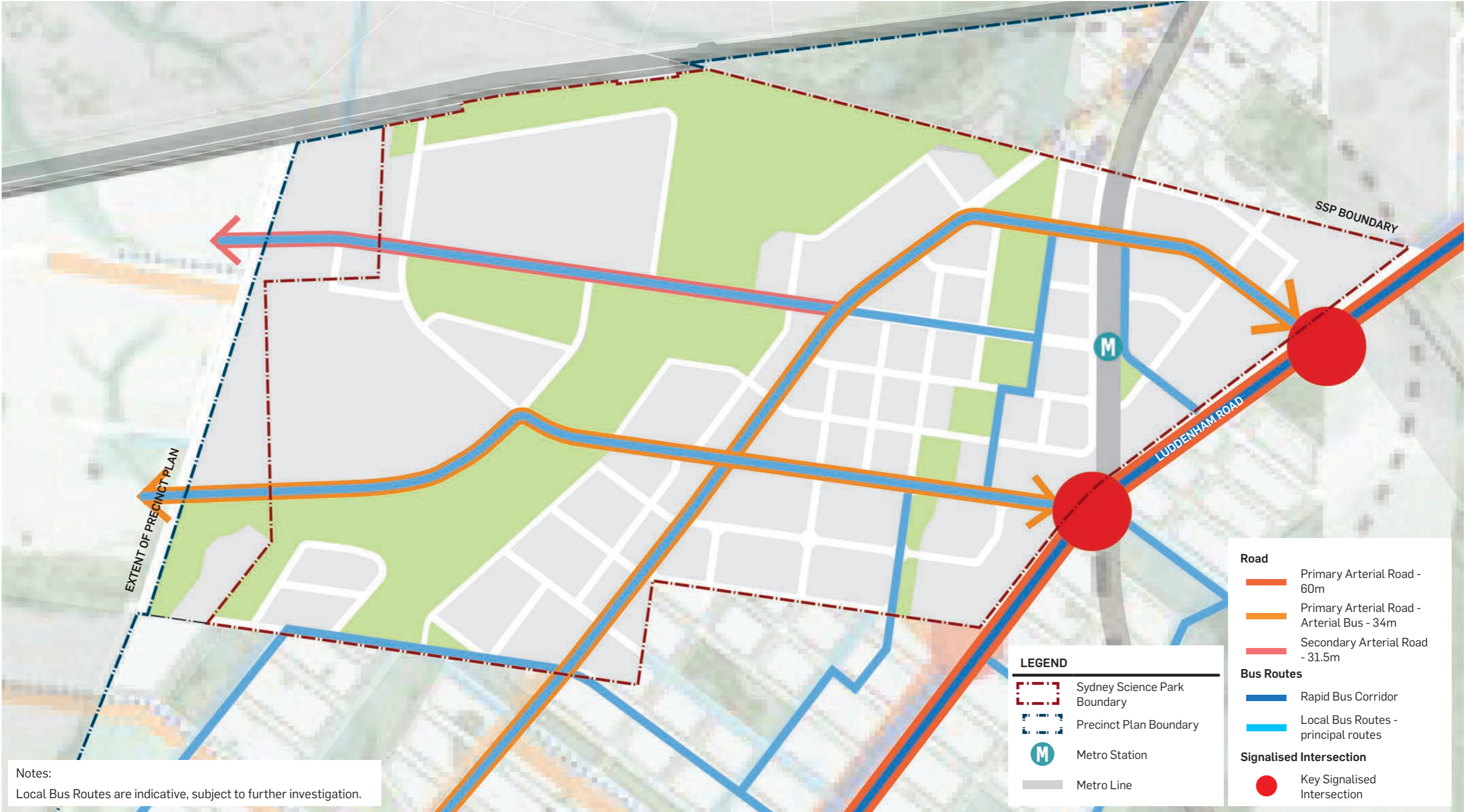


Figure 15 Transport Network Plan

# ACTIVE TRANSPORT



Figure 16 Active Transport Plan

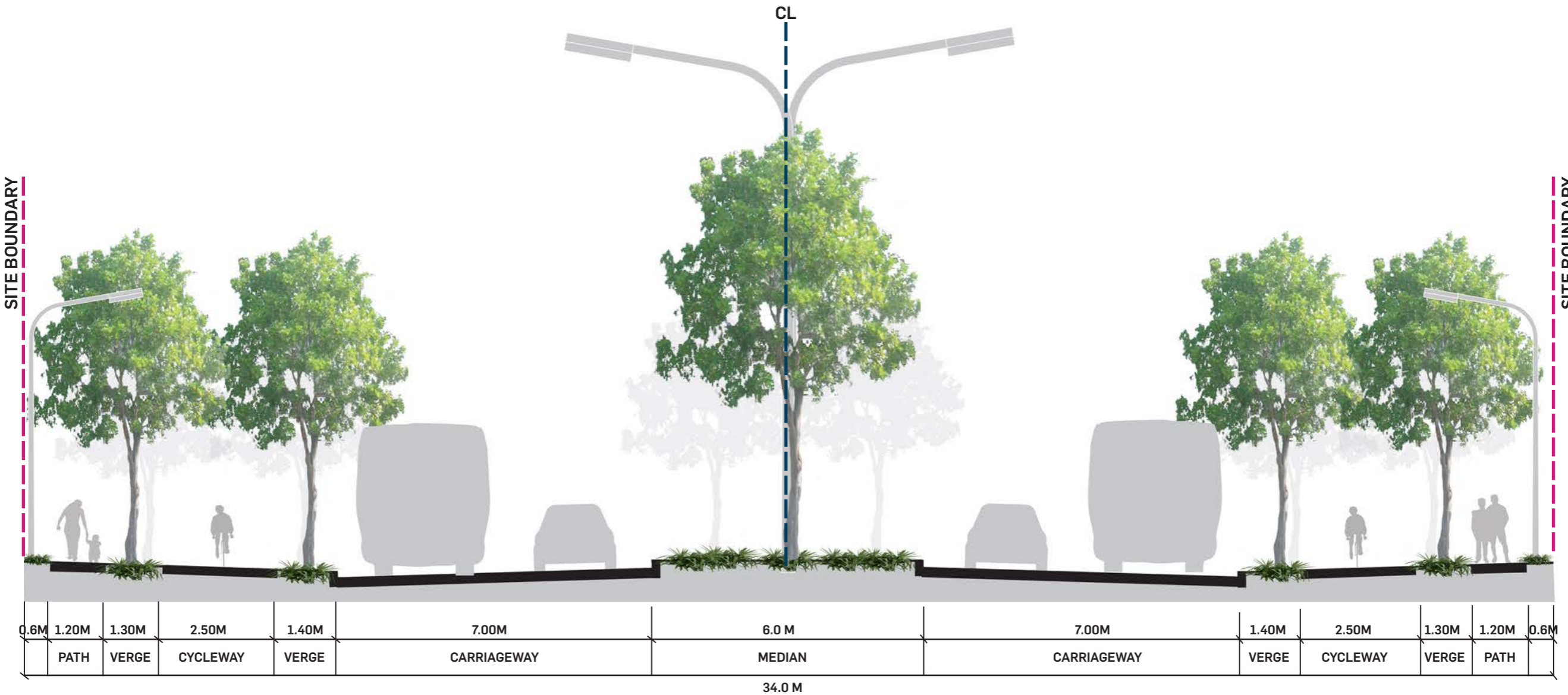
# STREET HIERARCHY & NETWORK



Figure 17 Street Hierarchy Plan

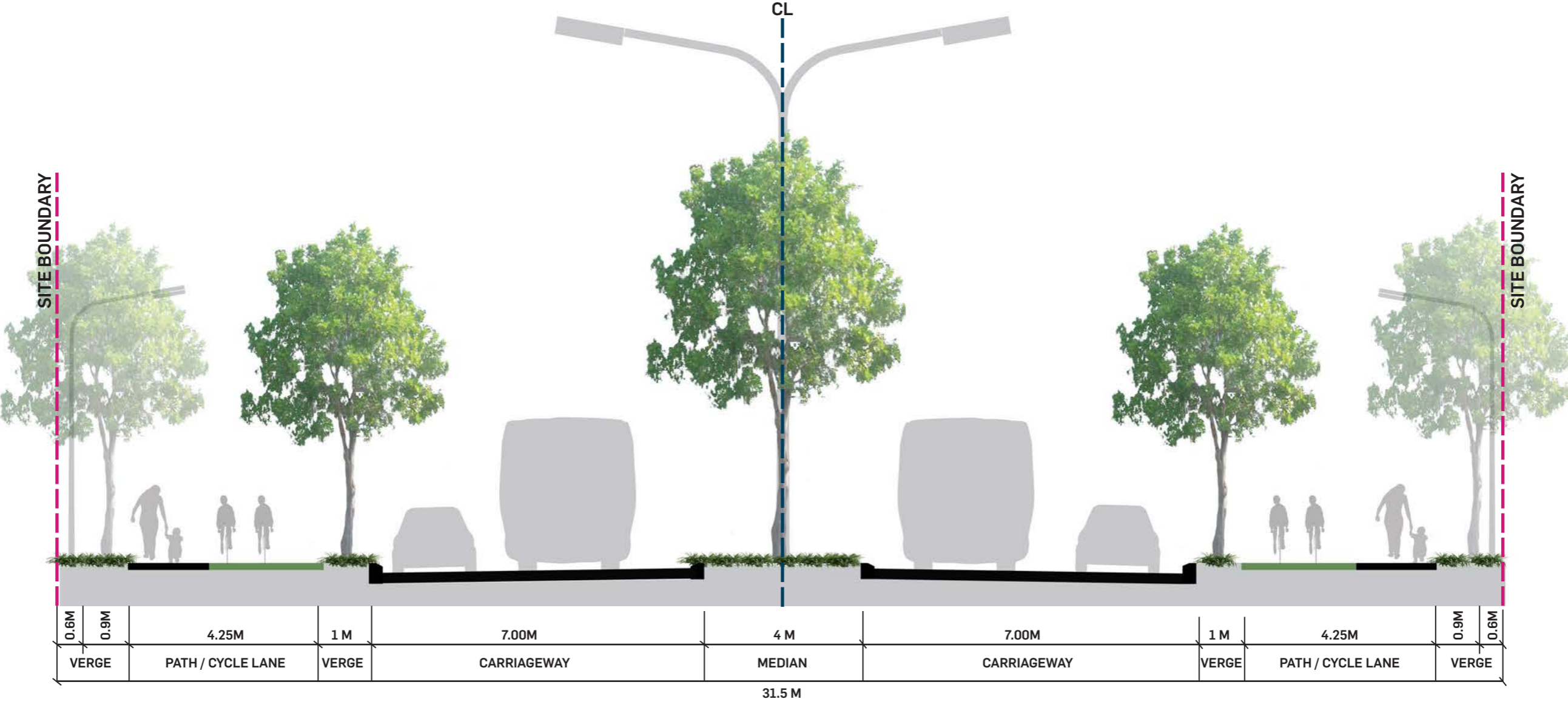
# STREET SECTIONS

COMMERCIAL ROAD - 34M  
1:100@A3



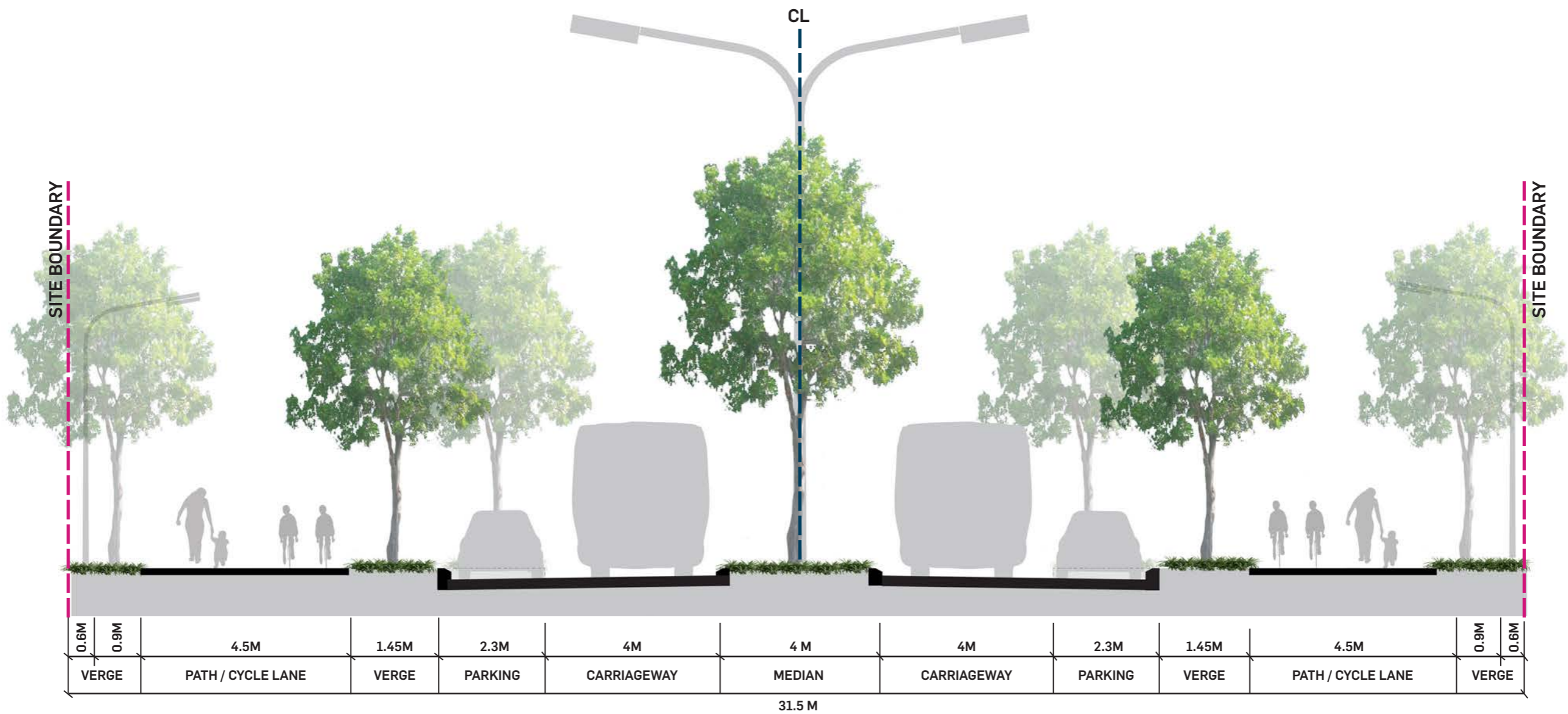
# STREET SECTIONS

CITY ROAD - 31.5M  
1:100@A3



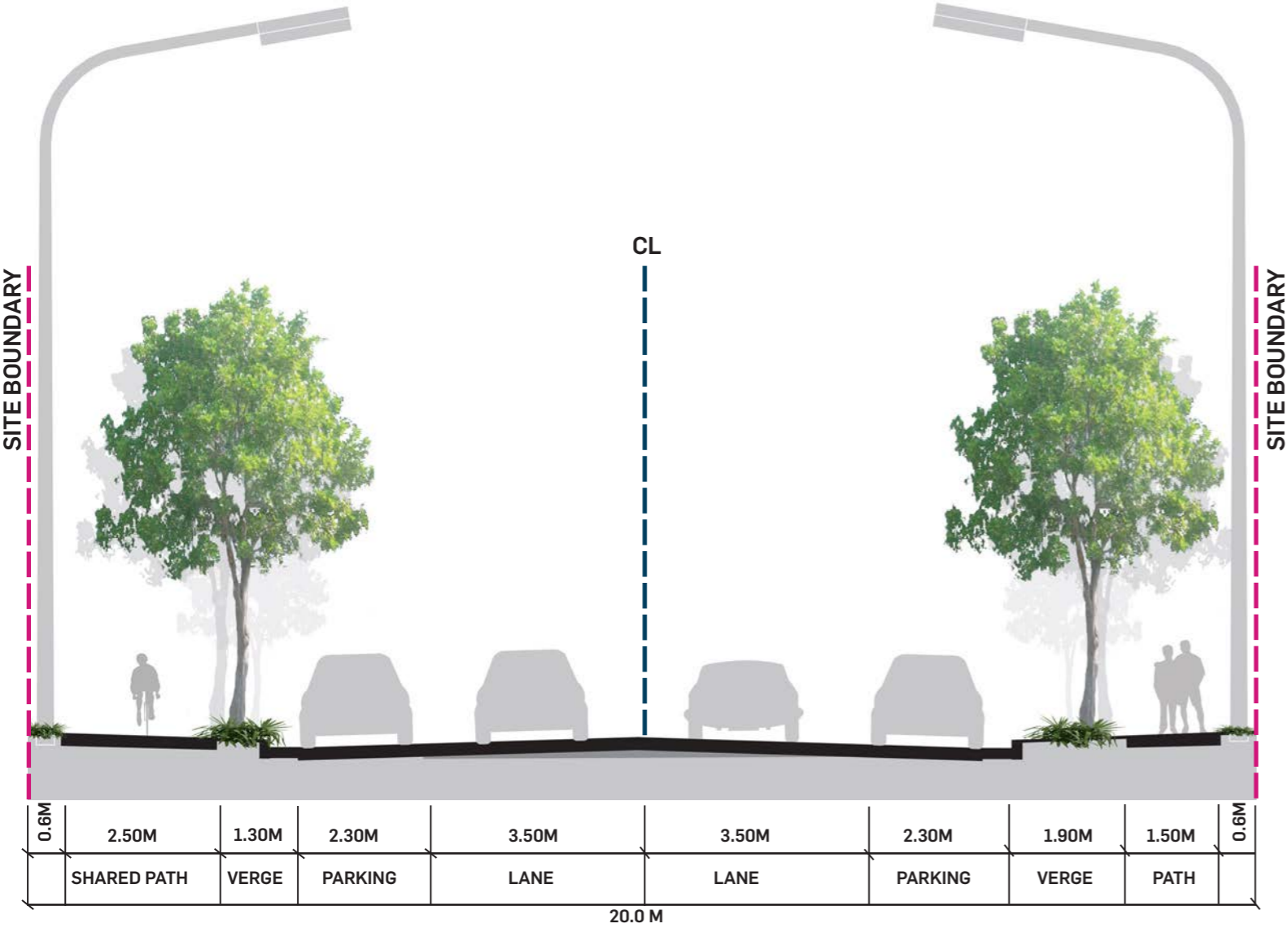
# STREET SECTIONS

**PARK AVENUE - 31.5M**  
1:100@A3



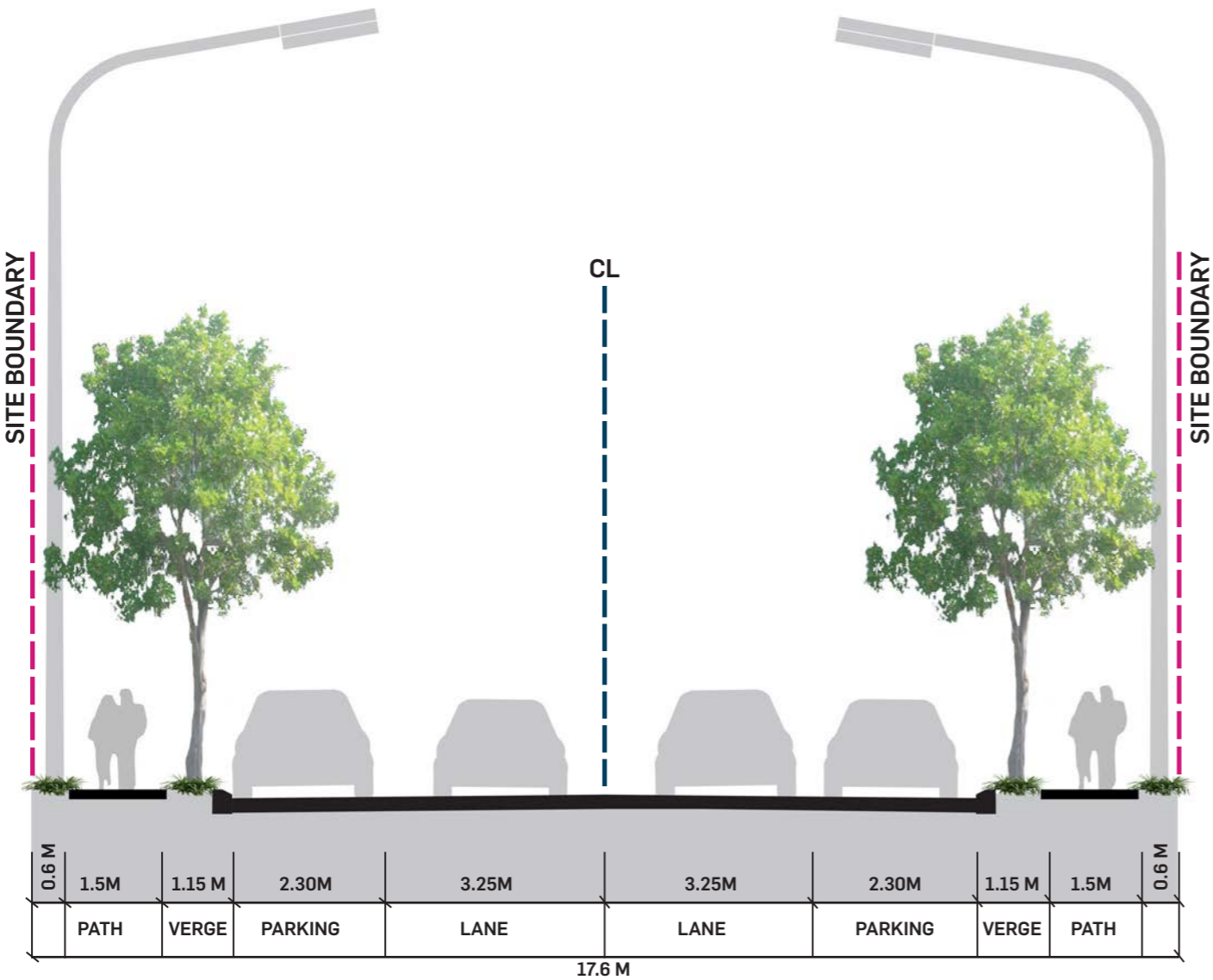
# STREET SECTIONS

CONNECTOR ROAD - 20M  
1:100@A3



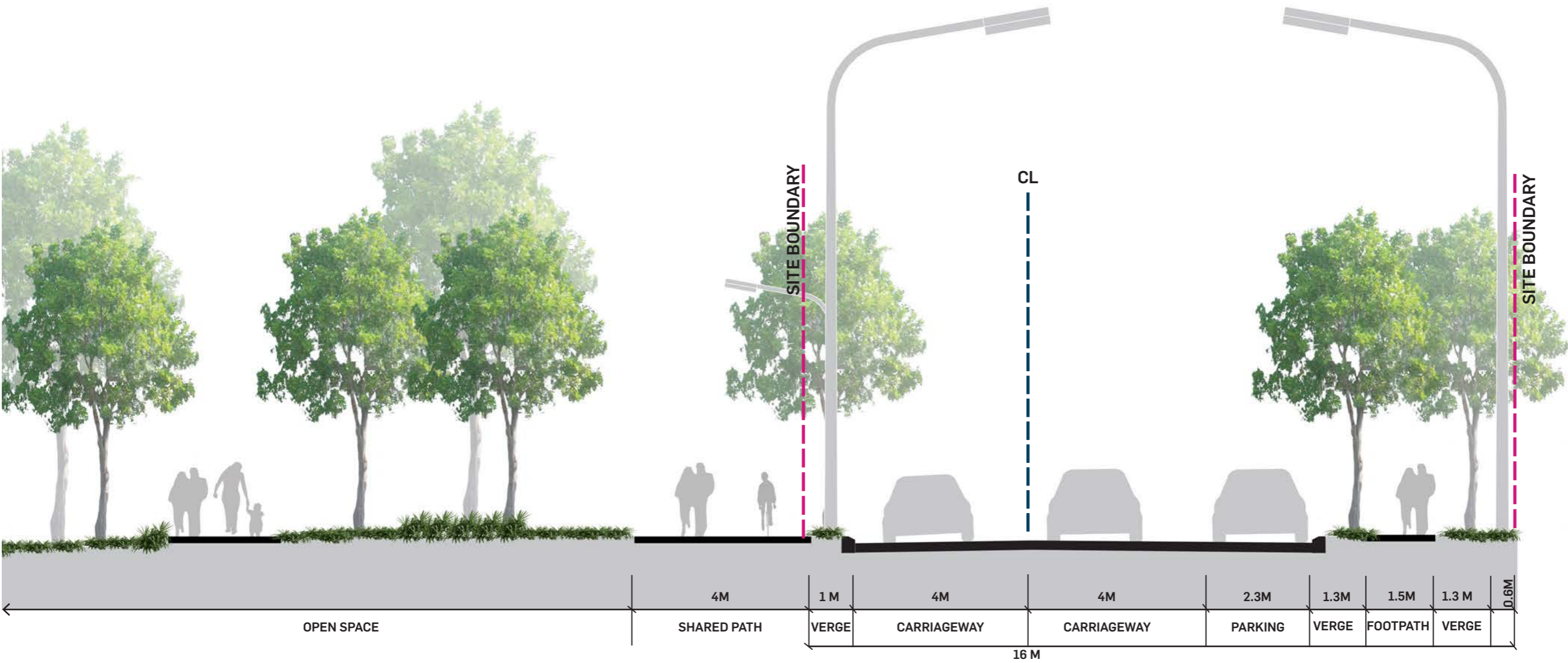
# STREET SECTIONS

LOCAL ROAD - 17.6M  
1:100@A3



# STREET SECTIONS

**PARK EDGE STREET - 16M**  
1:100@A3 0 1 2 3 4 5



# SUB-PRECINCT PLAN



Figure 18 Land Use Plan

# MAXIMUM HEIGHT PLAN

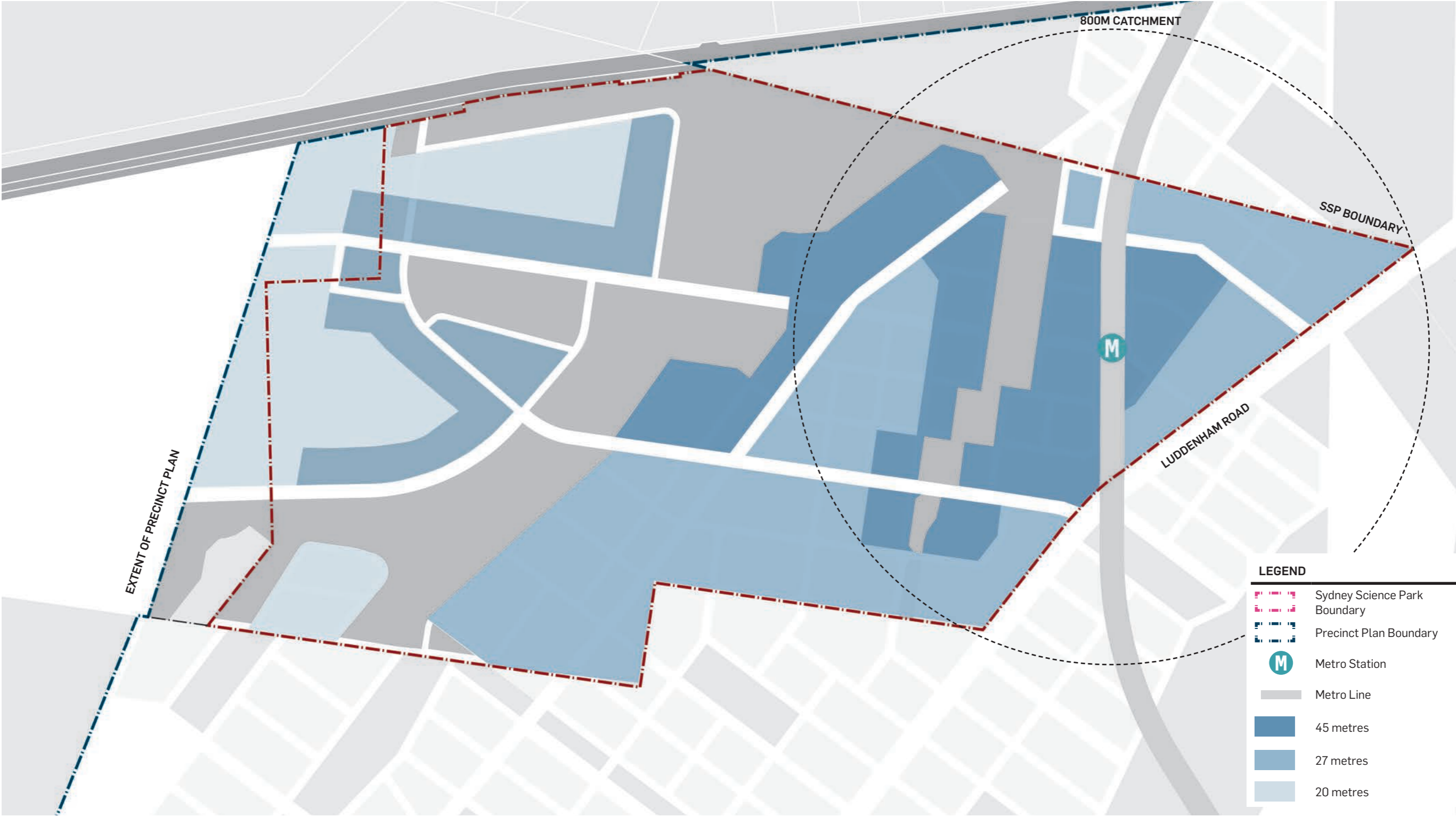


Figure 19 Maximum Height Plan

# FLOOR SPACE RATIO PLAN

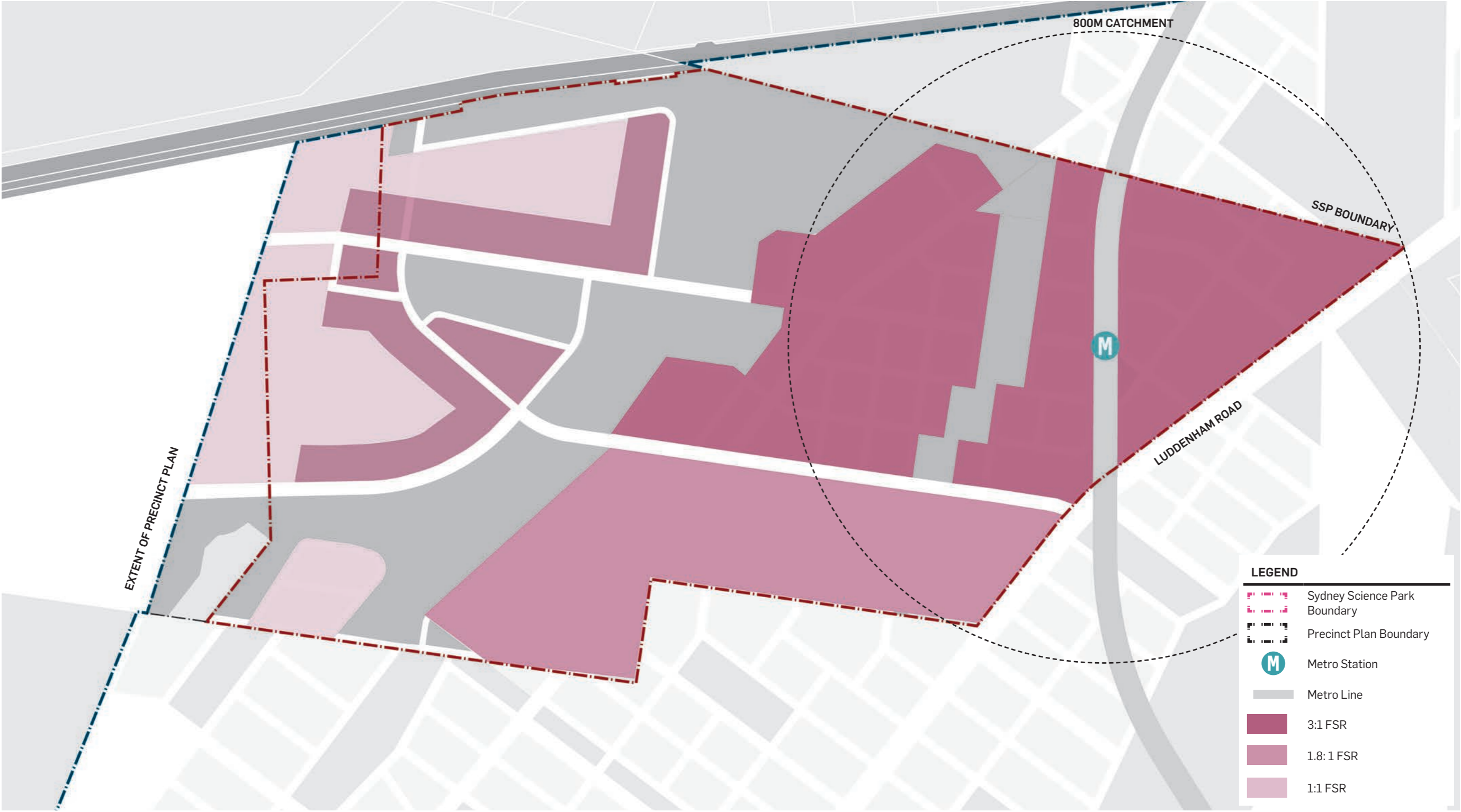


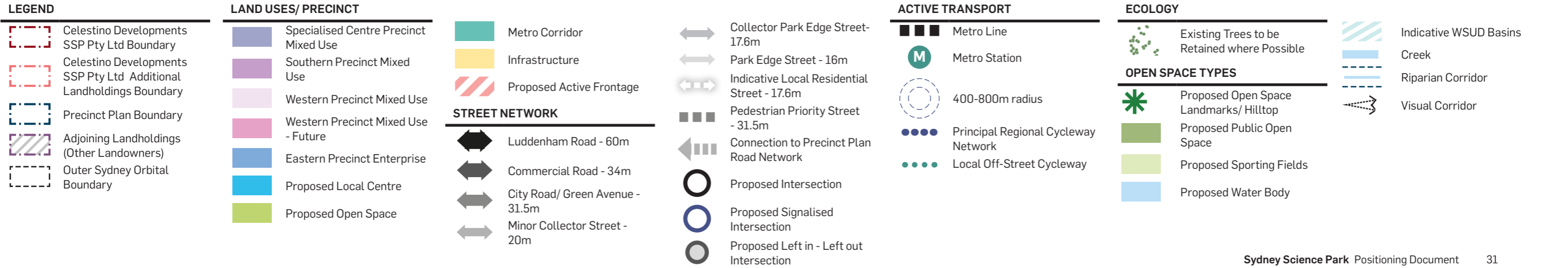
Figure 20 Floor Space Ratio Plan



# OVERALL - PROPOSED INDICATIVE LAYOUT PLAN



Figure 21 Overall Celestino Landholdings - Proposed Indicative Layout Plan



# SYDNEY SCIENCE PARK - PROPOSED STRUCTURE PLAN

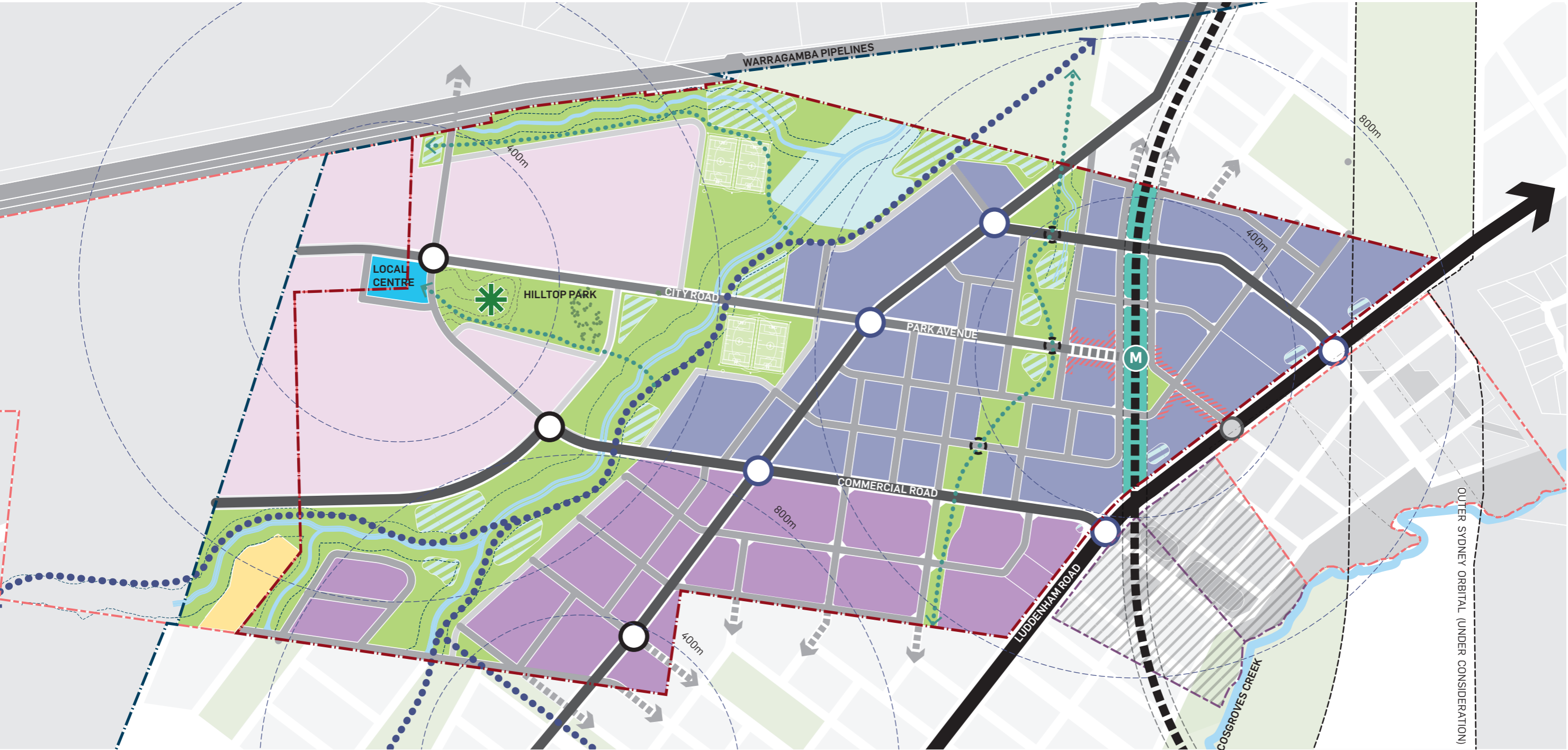
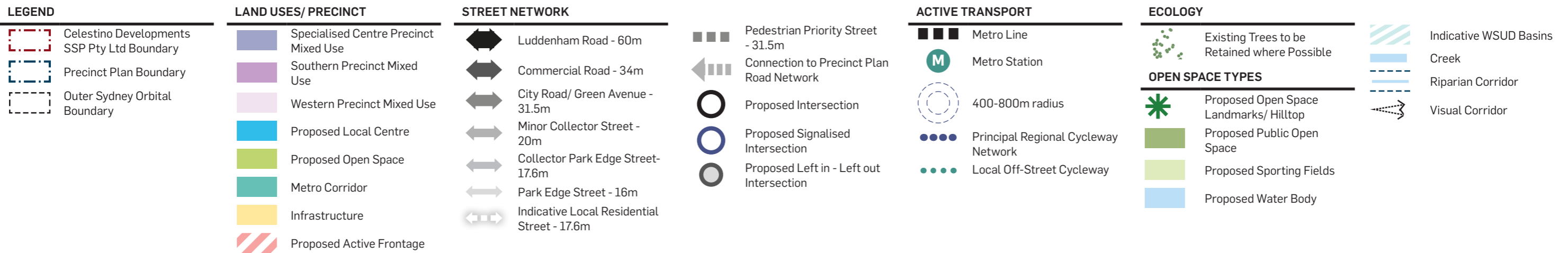


Figure 22 Sydney Science Park - Proposed Structure Plan





## APPENDIX F

Penrith LEP 2010 – Part 7 7.24 Sydney Science Park

# Penrith Local Environmental Plan 2010

## Part 7 Additional local provisions

### 7.24 Sydney Science Park

(1) **Objectives** The objectives of this clause are as follows—

- (a) to provide for a specialised centre on land at Sydney Science Park that includes development for the purposes of commercial premises, educational establishments, high technology industry and residential accommodation,
- (b) to facilitate and encourage the efficient use of land at Sydney Science Park for the purpose of a range of residential accommodation (including dwelling houses on small lots),
- (c) to retain the existing hierarchy of Penrith's local commercial centres by limiting the total gross floor area used for the purpose of retail premises on land at Sydney Science Park,
- (d) to limit the number of dwellings and lots used for the purpose of residential accommodation on land at Sydney Science Park to 3,400.
- (2) **Land to which clause applies** This clause applies to land identified as “Sydney Science Park” on the [Clause Application Map \(Sydney Science Park\)](#).
- (3) **Consistency with objectives** Development consent must not be granted to development on land at Sydney Science Park unless the consent authority is satisfied that the development is consistent with the objectives of this clause.

- (4) **Exception to minimum subdivision lot sizes for dwelling houses** Development consent may be granted to a single development application for development on land at Sydney Science Park that is both of the following—
  - (a) the subdivision of land into 3 or more lots,
  - (b) if the size of each lot is equal to or greater than 120 square metres but not greater than 450 square metres—the erection of a dwelling house on each lot resulting from the subdivision.

- (5) **Lot sizes for dwelling houses, dual occupancies, multi dwelling housing and residential flat buildings** Development consent must not be granted to development on a lot at Sydney Science Park for a purpose shown in Column 1 of the following Table unless the area of the lot is as specified opposite in Column 2—

Column 1	Column 2
Dwelling house	Equal to or greater than 120 square metres but not greater than 450 square metres
Dual occupancy	Equal to or greater than 270 square metres but not greater than 650 square metres
Multi dwelling housing	Equal to or greater than 800 square metres
Residential flat building	Equal to or greater than 800 square metres
(6) <b>Gross floor area of non-residential development</b>	Development consent must not be granted to development for the purpose of residential accommodation on land at Sydney Science Park if the development would result in—
(a) the total number of dwellings and lots used on that land for the purpose of residential accommodation exceeding a number specified in Column 1 of the following Table, and	

(b) the total gross floor area used on that land for purposes other than exhibition homes, exhibition villages and residential accommodation being less than the area specified opposite that number in Column 2.

Column 1	Column 2
0	10,000 square metres
750	35,000 square metres
1,500	75,000 square metres
2,250	150,000 square metres

(7) **Maximum number of dwellings and lots used for residential accommodation** Development consent must not be granted to development for the purpose of residential accommodation on land at Sydney Science Park if the development would result in the total number of dwellings and lots used for the purpose of residential accommodation on land at Sydney Science Park exceeding 3,400.

(8) **Maximum gross floor area of retail premises** Development consent must not be granted to development that would result in the total gross floor area of all buildings used for the purpose of retail premises on land at Sydney Science Park exceeding 30,000 square metres.

(9) **Warehouses or distribution centres** Development consent must not be granted to development on land at Sydney Science Park that includes development for the purpose of a warehouse or distribution centre unless the warehouse or distribution centre—

(a) is ancillary to a use permitted on that part of the land that is in Zone B7 Business Park, and

**Note—**

See Schedule 1 for additional permitted uses on that part of the land at Sydney Science Park that is in Zone B7 Business Park.

(b) occupies no more than 50% of the gross floor area of the development.

## APPENDIX G

### Program Residential to Non-Residential Ratio

[illegible]

## APPENDIX H

Planning Agreement between Penrith City Council and Celestino Developments  
SSP dated 9 September 2016

HENRY DAVIS YORK

# Planning Agreement - Sydney Science Park

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**Celestino Developments SSP Pty Ltd**  
ABN 67 607 351 642

**Penrith City Council**  
ABN 43 794 442 563

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KEY DETAILS

1	Date	See Execution on page
2	Parties	

<b>Developer</b>	
Name	Celestino Developments SSP Pty Ltd
Address	ABN 67 607 351 642
Attention	642 Great Western Highway, Pendle Hill, NSW 2145
Email	John Vassallo John.vassallo@celestino.net.au

<b>Planning Authority</b>	
Name	Penrith City Council
Address	ABN 43 794 442 563
Attention	601 High Street, Penrith NSW
Email	General Manager city.planning@penrithcity.nsw.gov.au

## BACKGROUND

- A The Developer intends to develop the Land for the Development.
- B The Development consists of approximately 340,000 sqm of research and development floor space, approximately 100,000 sqm of education floor area and associated student accommodation, a town centre comprising up to 30,000 sqm of retail space, 3,400 dwellings, a primary school site, new roads and infrastructure, and landscaping, open space, sporting fields and parks.
- C The Developer's parent company submitted the Planning Proposal to the Planning Authority in August 2013.
- D The Planning Authority forwarded the Planning Proposal to the Minister for Planning, and the Planning Proposal received Gateway approval from the Minister for Planning on 18 June 2014, and a further revised Gateway approval on 9 July 2015.
- E The Planning Proposal was placed on public exhibition between 16 November and 14 December 2015.
- F In connection with the Planning Proposal and the Development, the Developer submitted an offer to make certain development contributions and enter into a planning agreement on 27 October 2015.
- G This Agreement records the Agreement with the Developer and The Planning Authority in relation to the agreed Development Contributions.

## TERMS

### 1 Planning Agreement under the Act

The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

### 2 Application of this Agreement

This Agreement applies to the:

- (a) Land;
- (b) Amending LEP;
- (c) Development; and
- (d) any Development Application.

### 3 Commencement and Operation of this Agreement

This Agreement commences and operates on and from the later of the following dates:

- (a) the date the Amending LEP is published in the NSW Government Gazette; and
- (b) the date the Agreement is entered into as required by clause 25C(1) of the Regulation.

#### 4 Definitions and interpretation

##### 4.1 Definitions

In this Agreement the following definitions apply:

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

**Active Open Space** means land and facilities typically – but not exclusively - providing for more formal recreational pursuits and organised sporting activities, supporting team or club-based sports, training and competition, which may occur indoor or outdoor and includes, but is not limited to ovals, sports pitches, indoor and outdoor courts, natural and synthetic surfaces and those facilities described in schedule 5 of this Agreement.

**Affordable Housing** means long term permanent rental accommodation for low income households, provided within the Penrith local government area and within 800 metres of public transport (being a regular bus or train service) and either a supermarket or neighbourhood shopping centre and delivered or managed by an approved local community housing provider.

**Agreement** means this planning agreement including any schedules means this planning agreement and includes any schedules, annexures and appendices to this agreement.

**Amending LEP** means the proposed instrument as detailed in the Planning Proposal, which proposes to amend the Penrith Local Environmental Plan 2010 (**Penrith LEP**) which proposes to rezone the Land from RU2 Rural Landscape to:

- (a) B4 Mixed Use;
- (b) B7 Business Park; and
- (c) RE1 Public Recreation;

by way of amendments to clauses in the Penrith LEP, and either amendments to maps or possibly additional maps for the Penrith LEP.

**Authority** means, in respect of a particular context or circumstance, each Federal, State or Local Government, semi-Government, quasi-Government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal, having jurisdiction and responsibility in respect of that context or circumstance.

**Better Outcome** means when the parties agree in writing that a contribution, works or land not contemplated in this Agreement will deliver a greater public benefit, or is

more appropriate in the circumstances, than a particular Development Contribution, works or land which is required under this Agreement.

**Business Day** means a day which is not a Saturday, Sunday or bank or public holiday in Sydney.

**Commencement Date** means the date upon which the Agreement is taken to operate under clause 3.

**Completion** means the date of practical completion in respect of relevant Works.

**Construction Certificate** has meaning given to it in the Act.

**Dealing** means subdividing, mortgaging, charging, encumbering or otherwise dealing with the Land.

**Dedication Land** means that part of the land referred to in Table C of Schedule 5 of this Agreement, except for Riparian Planting, the Temporary Community Facility and Water Sensitive Urban Design and Wetland Facilities.

**Defects Liability Period** means the period of 12 months which commences on the date of Completion of the any Works.

**Development** means development on the Land for:

- (a) approximately 340,000sqm of research and development floor space;
- (b) approximately 100,000sqm of education floor area and associated student accommodation;
- (c) a Town Centre comprising up to 30,000sqm of retail space;
- (d) no greater than 3,400 dwellings;
- (e) a primary school;
- (f) new roads and infrastructure;
- (g) landscaping open space, sporting fields and parks;
- (h) stormwater management, wetlands and riparian works;
- (i) community facilities; and
- (j) public art.

**Development Application** means a development application made under the Act for the Development or a stage of the Development.

**Development Consent** means the determination by approval of the Development Application for the Development or a stage of the Development.

**Development Contribution** means the development contributions set out in clause 5 of this Agreement.

**Development Threshold** has the meaning provided in schedule 5, corresponding with the Dedication Land, Works or Monetary Contribution identified in schedule 5.

**DPE** means the NSW Department of Planning and Environment or any other Authority replacing it.

**Explanatory Note** means the Explanatory Note attached at schedule 2.

**Force Majeure Event** means any of the following:

- (a) the declaration by a Court that the Amending LEP is invalid; or
- (b) any of the following:
  - (i) act of God;
  - (ii) law, rule, regulation, order or policy of any government or governmental authority;
  - (iii) act of war declared or undeclared;
  - (iv) accident, fire, explosion, epidemic
  - (v) public disorder;
  - (vi) riot, civil disturbance, insurrection, rebellion, sabotage or act of terrorists;
  - (vii) flood, earthquake, hail, lightning, severe weather conditions or other natural calamity;
  - (viii) strike, boycott, lockout or other labour disturbance,
  - (ix) which:
    - (x) prevents a party from carrying out its obligations under this Agreement, or the Developer from carrying out the Development;
    - (xi) is beyond the control of the affected party; and
    - (xii) was not caused by the affected party.

**GFA** has the meaning given to it in the Standard Instrument (Local Environmental Plans) Order 2006.

**GST Law** has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

**Interim Occupation Certificate** has the meaning given to it in section 109H of the Act.

**Land** means the land described in schedule 4.

**Land Owner** means Sydney Science Park Pty Ltd, or whichever entity owns the Land at the time the Agreement is in force, if Sydney Science Park Pty Ltd is not the owner of the Land.

**Law** means any applicable legislation, regulation, regulatory instrument, approval, consent, licence or official directive of the Commonwealth of Australia or any State or Territory, or any government authority.

**Local Environmental Plan** has the meaning given to it in the Act.

**LPI** means the Land and Property Information of New South Wales or any other Authority replacing it.

**Management Plan** means a document which will provide for the management and upkeep of any Works outlined in Table C of Schedule 5 to be undertaken on land which shall not be dedicated to the Planning Authority, and will include references to the rights and interests of stakeholders, standards of maintenance for Works, rules relating to the use of Works and Dedication Land that fall within the Management Plan and will address, where relevant, matters prescribed for Plans of Management under the NSW Local Government Act (LGA) 1993, recognising such land is not Community Land under the LGA 1993.

**Monetary Contribution** means the monetary contributions as set out in Table A, B C and D of schedule 5.

**Novation Deed** means a deed substantially in the same form as that attached at schedule 3.

**Occupation Certificate** has the meaning given to it in the Act.

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

**Passive open space** means areas which are typically used by the community in informal, unstructured ways, either individually or in groups and includes, but is not limited to, features such as parks, landscaped gardens, lakes, water features, picnic areas, seating, cycling and/or walking paths/trails, including those described in schedule 5 of this Agreement and which provide for less active or lighter physical activities, places for gathering and socialising, along with options for more active individual recreation such as running or cycling.

**Permanent Community Facility** has the same meaning as "community facility" in the LEP, but for the fact that it must be owned by the Planning Authority but may be operated by a private entity authorised by the Planning Authority at its sole discretion and must incorporate features required in schedule 5 to this Agreement.

**Planning Proposal** means the planning proposal submitted by the Developer's related entity to the Planning Authority in August 2013, and subsequently forwarded by the Planning Authority to the Minister for Planning under Part 3, Division 4 of the Act for the Amending LEP, DPE reference PP\_2014\_PENRI\_001\_00, and which received Gateway approval to proceed under s56 of the Act, from the Minister for Planning on 18 June 2014, and a further revised Gateway approval on 9 July 2015, which proposes to rezone the Land from RU2 Rural Landscape to:

- (a) B4 Mixed Use;
- (b) B7 Business Park; and
- (c) RE1 Public Recreation.

**Public Facility** means a public amenity, a public service, a public facility, public land, public infrastructure, a public road, a public work, or any other act matter or thing that meets a Public Purpose.

**Public Purpose** means any purpose that benefits the public or a section of the public, including as specified in section 93F(2) of the Act.

**Regulation** means the Environmental Planning and Assessment Regulation 2000 (NSW).

**Riparian Planting** means landscaping and treatment of riparian areas within the Sydney Science Park in accordance with requirements of the Office of Water Guidelines, the LEP, Penrith Development Control Plan 2014 (or succeeding Plans) and the relevant Precinct Plans and as described by schedule 5 to this Agreement.

**Roads Authority** has the meaning given to it in the Roads Act 1993 (NSW).

**Subdivision** has the meaning given to it in the Act.

**Subdivision Certificate** has the meaning given to it in the Act.

**Temporary Community Facility** means a space of at least 138 square metres, whether provided within a building or otherwise, which is to be made available for the purpose of the physical, social, cultural or intellectual development or welfare of the community until such time as the Permanent Community Facility has been completed.

**Transfer Dealings** means selling or transferring the Land, but does not include consolidating or subdividing the Land.

**Water Sensitive Urban Design and Wetland Facilities** has the meaning given to it under Penrith Development Control Plan 2014 and the Penrith Water Sensitive Urban Design Policy 2013, or any succeeding Plan or Policy.

**Works** means those works identified in Table B (if applicable) and Table C of schedule 5.

#### 4.2 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) If the day on which any act, matter or thing is to be done under this Agreement is not a Business Day, the act, matter or thing must be done on the next Business Day.

- (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, replacement or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (e) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (f) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (g) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (h) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (i) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (j) References to the word 'include' or 'including' are to be construed without limitation.
- (k) A reference to this Agreement includes the agreement recorded in this Agreement.
- (l) A reference to a Party to this Agreement includes a reference to the staff, agents and contractors of the Party, and the Party's successors and assigns.
- (m) Any schedules and attachments form part of this Agreement.

## **5 Development Contributions to be made under this Agreement**

- (a) Subject to this Agreement, the Developer is to make the following Development Contributions:
  - (i) the carrying out and the delivery of the Works; and
  - (ii) the dedication of the Dedication Land to the Planning Authority in accordance with this Agreement;
  - (iii) where the parties agree not dedicate all or some of the land referred to in Table C of Schedule 5, to instead implement a Management Plan for the that land in accordance with this Agreement; and

(iv) the payment of the Monetary Contributions to the Planning Authority.

(b) The Planning Authority is to apply each Development Contribution made by the Developer under this Agreement towards any public purpose for which it is made (as specified in schedule 5) and otherwise in accordance with this Agreement.

## **6 Indexation of Contributions (excluding Affordable Housing and Permanent Community Facilities)**

All monetary contributions to be paid by the Developer under this Agreement, with the exception of that for Affordable Housing and the Permanent Community Facility, will be amended by indexation from the date of the signing of the Agreement in accordance with the following formula and applied on the date of payment, as follows:

$$RC = AC \times CPI/ACPI$$

Where:

**RC** is the amended contribution rate

**AC** is the monetary contribution amount or rate (as applicable) at the adoption of the plan

**CPI** is the latest Consumer Price Index (All Groups Sydney)

**ACPI** is the Consumer Price Index (All Groups Sydney), which applied at the date of the signing of this Agreement

## **7 Indexation of Affordable Housing and Permanent Community Facility Contributions**

All monetary contributions to be paid by the developer under this Agreement for Affordable Housing and the Permanent Community Facility, will be amended by indexation from the date of the signing of the Agreement in accordance with the ABS House Prices Index – Established House Prices (Sydney), and applied on the date of payment as follows:

$$RC = AC \times HPI/AHPI$$

Where:

**RC** is the amended contribution rate

**AC** is the monetary contribution rate or amount (as applicable) in schedule 5

**HPI** is the latest ABS House Prices Index – Established House Prices (Sydney)

**AHPI** is the ABS House Prices Index – Established House Prices (Sydney), which applied at the date of the signing of this Agreement

## **8 Works**

### **8.1 Carrying out the Works and use following practical completion**

Subject to clause 8.5, the Developer must complete the Works identified in schedule 5 by the relevant Development Threshold.

Upon practical completion of the Works, the Developer must provide the community with immediate access to the land on which the Works have been completed for the purpose for which the facility was intended, unless the Planning Authority otherwise notifies the Developer in writing. The provision of access does not remove the Developer's responsibilities under the Defects Liability Period.

### **8.2 Pre-Conditions for Works**

The Developer must obtain at the Developer's cost all necessary approvals (including Development Consents), consents, certifications and authorisations required to carry out the Works, or any component of the Works and, where it proposes to dedicate the Dedication Land or part of the Dedication Land, to subdivide the Dedication Land or part of the Dedication Land.

### **8.3 Works - Standard of Work**

The Developer must carry out the Works in a good and workmanlike manner, in compliance with schedule 5 and all applicable laws, regulations and currently applicable road design standards (including any relevant Australian Standards, Austroroads standards, RMS Supplements to Austroroads standards or other standards), the conditions of any Development Approval, conditions of any approval under section 138 of the Roads Act 1993 (NSW), to a value as set out in schedule 5 and generally to the satisfaction of the Planning Authority, acting reasonably.

### **8.4 Access to Planning Authority's Land and Assistance**

- (a) If requested, the Planning Authority must promptly grant, at no cost to the Developer, such licences or other rights (as are reasonably necessary) over the Planning Authority's land and roads (subject to the provisions of the *Roads Act 1993*) to enable the Developer, its contractors, employees and staff to carry out the Works in accordance with a licence to be agreed between the Parties.
- (b) Subject to this Agreement, the Planning Authority must use its best endeavours to assist the Developer in complying with its obligations under this clause.
- (c) Should the Developer (including its contractors, employees and staff) cause any damage or disturbance to the Planning Authority's land or roads when accessing them under this clause 8.4, then the Planning Authority may give notice to the Developer which requires it to make good any such damage or disturbance.

- (d) If the Developer fails to make good any such damage or disturbance within a reasonable amount of time following notice from the Planning Authority, then the Planning Authority may carry out works to make good the damage or disturbance in place of the Developer. The Planning Authority may recover its reasonable costs in carrying out those works from the Developer as a debt in a court of competent jurisdiction.

## 8.5 Cash contribution in place of Works

- (a) This clause 8.5 only applies to the Works described in Item 4 of Table C of schedule 5 being "District Open Space (DOS)" (**Eligible Works**).
- (b) At any time 12 months prior to the relevant Development Threshold for any Eligible Works, the Developer may, at its sole discretion, elect to provide a cash contribution in place of all or some of the Eligible Works (**DOS Cash Contribution**) by providing the Planning Authority with written notice of its intention to do so.
- (c) If the Developer has elected to provide the DOS Cash Contribution in place of all or some of the Eligible Works, the Developer must provide the DOS Cash Contribution prior to the relevant Development Threshold for that item of Eligible Works, according to the following formula:

$$DC = A \times DR$$

Where:

**DC** = DOS Cash Contribution

**A** = the area of the Eligible Works in hectares for which the Developer is providing the DOS Cash Contribution in lieu

**DR** = District Open Space Rate of \$332,077.92 per hectare (with this rate being subject to indexation in accordance with the ABS Consumer Price Index, as provided for under this Agreement)

- (d) On providing the DOS Cash Contribution in place of the Eligible Work(s), the Developer will be held to have complied with all of its obligations in respect of the Eligible Works or the component of the Eligible Works under this Agreement. For the avoidance of doubt, the Developer is not required to dedicate the land the subject of the DOS Cash Contribution to the Planning Authority.

## 9 Dedication or Management Plan

### 9.1 Dedication

Subject to clause 9.3, the Developer shall generally dedicate the Dedication Land to the Planning Authority prior to the relevant Development Threshold for the Works associated with the Dedication Land.

**9.2 Manner of Dedication**

Subject to clause 9.3, the Developer must, prior to the relevant Development Threshold:

- (a) procure the dedication of the Dedication Land or the relevant part of the Dedication Land to the Planning Authority at no cost to the Planning Authority;
- (b) do all things necessary to effect dedication of the Dedication Land, including ensuring that the registered proprietors of the Dedication Land provide to the Planning Authority an instrument in registrable form under the Real Property Act 1900 that is effective to transfer title to the land to the Planning Authority when registered;
- (c) cause to be produced to the LPI the certificate of title to that part of the Dedication Land to be dedicated, or a direction allowing the certificate of title to be used for that purpose to enable registration of an instrument of transfer; and
- (d) deliver to the Planning Authority the certificate of title if that certificate is released to the Developer by the LPI.

**9.3 Management Plan in place of dedication**

- (a) No later than three months prior to the relevant Development Threshold, the Developer may provide to the Planning Authority a draft Management Plan in relation to the long term management of the land (or relevant part of that land) referred to in Table C of Schedule 5 as an alternative to the dedication of that land to the Planning Authority.
- (b) The Planning Authority must, in good faith, consider accepting the draft Management Plan in lieu of the land dedication, in order to ensure the Developer meets its objective of delivering a Science Park of international standing.
- (c) Should the Planning Authority agree that the relevant land is not to be dedicated, it must then negotiate in good faith with the Developer on the finalisation of the draft Management Plan.
- (d) Within seven (7) days of reaching agreement on the draft Management Plan, the Developer must adopt and execute the agreed Management Plan.
- (e) If the parties cannot agree on the final Management Plan, then the dispute shall be dealt with in accordance with clause 17 of this Agreement.
- (f) The Developer must comply with any Management Plan which has been adopted and executed by the Developer.
- (g) This clause is subject to review and amendment within 90 days of the commencement of this Agreement subject to the Planning Authority's consideration of policy changes that may allow the Developer, at its sole discretion, to elect not to dedicate the land outlined in Table C of Schedule

5. The parties agree that any change to this clause does not constitute an amendment to the Agreement for the purposes of section 93G(1) of the Act.

#### 9.4 Amendment of the Management Plan

A Management Plan which has been adopted and executed by the Developer can only be amended by written agreement of the parties.

#### 9.5 Dedication Land can be owned and managed by another entity

Notwithstanding any other clause in this Agreement, the Developer may transfer ownership of any Dedication Land to another entity, including but not limited to a community association, owners' corporation or the like, provided that the entity is contemplated in the Management Plan, and is a party to, or has executed the Management Plan.

#### 10 Monetary Contribution for road works

- (a) By 31 March 2024, the Developer will carry out a traffic report to determine the projected traffic volumes on Luddenham Road at 1 January 2026.
- (b) Should the traffic report identify that, as a result of the Development, the full monetary contribution outlined in Table D of Schedule 5 is required by 2026 the Developer must pay the balance of the monetary contribution set out in Table D by 1 January 2026.
- (c) Should the traffic report identify that the full monetary contribution is not required by 2026, then the timing for its payment will be that shown in Table D of schedule 5 of this Agreement.
- (d) For the avoidance of doubt, irrespective of the finding of the traffic report, the monetary contributions payable by the Developer for road works are limited to those amounts set out in Table D of schedule 5.

#### 11 Road Works Review

- (a) No later than 10 days after the commencement of this Agreement, the parties must jointly engage a suitably qualified traffic expert (Traffic Expert) to review the accuracy of the modelling used by the Developer to identify the monetary contributions set out in Table D in schedule 5.
- (b) If the parties cannot reach agreement on who the parties shall appoint as the Traffic Expert within 7 days after the commencement of this Agreement, the parties must request the Chief Executive Officer of Engineers Australia to appoint the Traffic Expert as soon as practicable.
- (c) The Traffic Expert must be engaged to provide the parties with a draft opinion on the accuracy of the modelling used by the Developer to identify the monetary contributions set out in Table D in schedule 5 within one month of their appointment.

- (d) The parties shall have 14 days to comment on the draft opinion of the Traffic Expert.
- (e) The Traffic Expert must then finalise the opinion having appropriate regard to the comments of the parties and provide a final opinion to the parties within a further 14 days.
- (f) Should the Traffic Expert's opinion demonstrate a manifest error in the amounts of the monetary contributions or the specified road works set out in Table D of Schedule 5, then the parties are to negotiate in good faith on the appropriate next steps.
- (g) The parties must pay the costs of the Traffic Expert and for any costs of the Chief Executive Officer of Engineers Australia in relation to the nomination of the Traffic Expert in equal shares within 14 days of receiving appropriate tax invoices.

## 12 Substitution of Contribution for Agreed Better Outcome

- (a) If the Parties agree in writing that a contribution, land or works not contemplated in this Agreement (**Substitution Contribution**) will deliver a Better Outcome than a particular Development Contribution which is required under this Agreement (**Superseded Contribution**), then the Parties may agree, in writing, to substitute the Substitution Contribution for the Superseded Contribution.
- (b) In agreeing to substitute a Substitution Contribution for the Superseded Contribution, the Parties may also agree to a different Development Threshold for the Superseded Contribution. If no different Development Threshold is agreed, then the Development Threshold for the Superseded Contribution becomes the Development Threshold for the Substitution Contribution.
- (c) If the Parties agree in writing to substitute a Substitution Contribution for a Superseded Contribution, then:
  - (i) the Substitution Contribution will function in place of the Superseded Contribution for the purposes of this Agreement as if it were the Superseded Contribution; and
  - (ii) provision of the Substitution Contribution by the Developer will constitute compliance with the Developer's obligations in relation to the Superseded Contribution for the purposes of this Agreement.
- (d) The Parties agree that if they substitute the Substitution Contribution for the Superseded Contribution, that will not constitute an agreement to amend the Agreement for the purposes of clauses 25C(3) and 26(1) of the Regulation.

**13 Application of sections 94, 94A and 94EF of the Act to the Development**

- (a) This Agreement excludes the application of sections 94 and 94A of the Act to the Development.
- (b) This Agreement does not exclude the application of section 94EF of the Act to the Development.

**14 Contributions towards Penrith City-wide facilities**

The Parties acknowledge and agree that the Monetary Contributions under Table A of schedule 5 include monetary contributions towards open space, cultural facilities and library facilities which are equal to the monetary contribution which would be required under the application section 94 contributions plans of the Planning Authority.

**15 Registration of this Agreement**

- (a) The Developer must, at its expense, procure the registration of the Agreement on the relevant folios of the register held by the LPI pertaining to the Land as soon as reasonably practicable after the Commencement Date and, in any event, no later than 120 Business Days after the Commencement Date.
- (b) Until such time as this Agreement is registered on the relevant folios of the register held by the LPI pertaining to the Land, the Developer agrees that the Planning Authority may lodge a caveat on the relevant folios of the Register held by the LPI pertaining to the Land.
- (c) If the Planning Authority lodges a caveat in accordance with clause 14(b), then the Planning Authority must during such time as the caveat remains lodged on the title of the Land:
  - (i) provide written consent within 5 Business Days to any proposed Dealing in respect of the Land other than a Transfer Dealing;
  - (ii) provide written consent within 5 Business Days to a proposed Transfer Dealing in circumstances where the proposed assignee, transferee, purchaser or other party (the **Incoming Party**) of the Land or part of the Land has executed a Novation Deed in substantially the same form as contained in Annexure A;
  - (iii) ensure that the caveat does not prevent or delay the registration of this Agreement; and
  - (iv) remove the caveat from the title to the Land promptly, following registration of this Agreement in accordance with clause 15(a).

**16 Review of this Agreement**

- (a) This Agreement may be reviewed or modified and any review or modification of this Agreement will be conducted in the circumstances and in the manner determined by the Parties.
- (b) No modification or review of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

**17 Dispute Resolution**

**17.1 Reference to Dispute**

If a dispute arises between the Parties in relation to this Agreement, then neither Party can commence proceedings, except in compliance with this clause.

**17.2 Notice of Dispute**

The Party wishing to commence the dispute resolution processes must notify the other in writing of:

- (a) the intent to invoke this clause;
- (b) the nature or subject matter of the dispute, including a summary of any efforts made to resolve the dispute other than by way of this clause; and
- (c) the outcomes which the notifying Party wishes to achieve (if practicable).

**17.3 Representatives of Parties to Meet**

- (a) The representatives of the Parties must promptly (and in any event within 20 Business Days of the written notice provided in accordance with clause 17.2) meet in good faith to attempt to resolve the notified dispute.

- (b) The Parties may, without limitation:

- (i) resolve the dispute during the course of that meeting;
- (ii) 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);
- (iii) 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.

**17.4 Neither party may constrain**

it:

- (a) at least one meeting has been held in accordance with clause 17.3; and

- (b) the Parties have been unable to reach an outcome identified in clause 17.3(b)(i) to (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 17.3,

then, that Party may, by 14 Business Days written notice to the other Party, terminate the dispute resolution process in respect of that dispute. The termination of the process set out in this clause does not of itself amount to a breach of this Agreement and either Party may proceed to enforce this Agreement in a Court of competent jurisdiction.

#### **17.5 Urgent interlocutory proceedings**

At any time, a Party may, without inconsistency with anything in this clause 17, seek urgent interlocutory relief in respect of a dispute under this Agreement from any Court having jurisdiction.

#### **18 Security and Enforcement**

##### **18.1 Security**

The Parties agree that registration of this Agreement constitutes suitable means of enforcement for the purpose of section 93F(3)(g) of the Act.

#### **19 Notices**

##### **19.1 Delivery**

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

- (a) Delivered or posted to that Party at its address set out below.
- (b) Faxed to that Party at its fax number set out below.
- (c) Emailed to that Party at its email address set out below.

##### **Penrith City Council**

Attention: General Manager  
Address: 601 High St, Penrith NSW 2750  
Fax Number: 02 4732 7958  
Email: [city.planning@penrithcity.nsw.gov.au](mailto:city.planning@penrithcity.nsw.gov.au)

##### **Celestino Developments SSP Pty Ltd**

Attention: John Vassallo

Address:

642 Great Western Highway, Pendle Hill, NSW  
2145

Fax Number:

02 9842 1059

Email:

john.vassallo@celestino.net.au

## **19.2 Change of Details**

If a Party gives the other Party three Business Days' notice of a change of its address, email address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, electronically sent, posted or faxed to the latest address, email address or fax number.

## **19.3 Giving of Notice**

Subject to clause 19.4, any notice, consent, invoice, information, application or request is to be treated as given or made at the following time:

- (a) if it is delivered by process server, when it is served at the relevant address;
- (b) if it is sent by registered post, two Business Days after it is posted; and
- (c) if it is sent by email, when a delivery confirmation report is received by the sender, unless subsequently the sender receives a delivery failure notification, indicating that the electronic mail has not been delivered.

## **19.4 Delivery outside of business hours**

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.

## **20 Approvals and consent**

Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

## **21 Assignment and Novation**

### **21.1 Assignment**

- (a) The Developer must not assign, encumber or deal with any right, obligation or interest under this Agreement without the prior written consent of the Planning Authority, such consent not to be unreasonably withheld.
- (b) Approval is reasonably withheld if the proposed assignee or person is not solvent and reputable and the assignment or encumbrance will materially

adversely affect the obligations of the Developer and the rights of the Planning Authority.

## **21.2 Transfer Dealings**

- (a) The Developer must not have any Transfer Dealings with the Land or part of the Land, unless:
  - (i) the proposed assignee, transferee, purchaser or other party (the **Incoming Party**) enters into the Novation Deed; or
  - (ii) the Planning Authority has provided in writing a partial release and discharge of the Agreement in respect of the relevant part of the Land pursuant to clause 22.
- (b) As and from the date of execution of the Novation Deed by the Planning Authority, the Developer and the Incoming Party, and other than as set out in the Novation Deed, the Developer is released from the obligations contained in this Agreement to the extent that they:
  - (i) are novated to the Incoming Party, and
  - (ii) remain to be performed.

## **22 Release and discharge**

### **22.1 Full release and discharge**

- (a) Upon satisfaction of the Developer's obligations under this Agreement, the Planning Authority must provide a release and discharge of this Agreement with respect to the Land, including any strata lot, within 20 Business Days of receiving a written request from the Developer and do all things reasonably necessary, including executing any necessary document to enable the Developer to remove the notation of this Agreement on the relevant folio(s) of the Torrens title register held by the LPI pertaining to the Land.
- (b) If there is a disagreement about whether the Developer has satisfied its obligations under this Agreement, the Planning Authority must provide a release and discharge of the Agreement where alternative security is provided by the Developer to the reasonable satisfaction of the Planning Authority to secure any obligations the Planning Authority considers are still outstanding in respect of the Land.

### **22.2 Partial release and discharge**

- (a) From time to time, the Developer may request the Planning Authority provide a partial release and discharge of the Agreement. The Planning Authority must provide a partial release and discharge of this Agreement to the extent that the Agreement affects any part of the Land, including any strata title or community title lot, where:

- (i) the Developer has satisfied its obligations under this Agreement which physically relate to that part of the Land; or
- (ii) no obligations under this Agreement physically relate to that part of the Land; or
- (iii) the Developer has provided alternative security to the reasonable satisfaction of the Planning Authority to secure the performance of any outstanding obligations under this Agreement that physically relate to that part of the Land.

- (b) The Planning Authority must provide the release and discharge, or partial release and discharge, referred to in paragraphs 22.1 and 22.2, within 20 business days of receiving a written request from the Developer and do all things reasonably necessary, including execute any necessary document to enable the Developer to remove the notation of this Agreement on the relevant folios of the Torrens title register held by the LPI pertaining to the Land, or part of the Land.

## **23 Insolvency or inability of Developer to fulfil obligations**

### **23.1 Failure Event**

Each of the following circumstances is a Failure Event:

- (a) the Developer becomes insolvent; or
- (b) the Developer notifies the Planning Authority that it is no longer able to comply with its obligations under this Agreement; or
- (c) where:
  - (i) the Developer has failed to comply with its obligations under this Agreement for a period of at least 3 months, for reasons other than due to a Force Majeure Event, dispute or change in Law; and
  - (ii) the Planning Authority considers, on reasonable grounds, that the Developer is unable, or unwilling, to continue to comply with its obligations under this Agreement; and
  - (iii) the Planning Authority notifies the Developer that it considers the Developer is unable, or unwilling, to continue to comply with its obligations under this Agreement; and
  - (iv) within 21 days of receipt of the Planning Authority's notice 23.1(c)(iii), the Developer fails to confirm that it will comply with its obligations under this Agreement, and thereafter, fails to comply with any outstanding obligations in a timely manner.

## **23.2 Planning Authority can undertake Works**

If a Failure Event has occurred, in addition to any other remedies available, the Planning Authority may carry out any Works under this Agreement which have not yet been completed by the Developer, in the place of the Developer, provided that:

- (a) the Planning Authority has first notified the Developer of its intentions to carry out the Works; and
- (b) at least 21 days has passed after the Planning Authority notified the Developer of its intentions to carry out the Works; and
- (c) in the case of Works which have been partially undertaken by the Developer, the Developer has not undertaken any further work following the Planning Authority's notification of its intentions to carry out the Works.

## **23.3 Works undertaken by Planning Authority to function as a debt**

If the Planning Authority undertakes Works in the place of the Developer in accordance with this clause 23, then the Planning Authority may recover the reasonable costs in carrying out those Works from the Developer as a debt in a court of competent jurisdiction.

## **24 Force Majeure**

- (a) If a Party is unable by reason of a Force Majeure Event to carry out wholly or in part its obligations under this Agreement, it must:
  - (i) give to the other Parties prompt notice of the force majeure with reasonably full particulars; and
  - (ii) suggest an alternative method, if any, of satisfying its obligations under this Agreement.
- (b) If a Party is unable to satisfy its obligations under this Agreement by an alternative method, the obligations of the Parties, and any time periods, so far as they are affected by the Force Majeure Event are then suspended during continuance of the Force Majeure Event and any further period as may be reasonable in the circumstances.
- (c) The Party giving such notice under this clause must use all reasonable endeavours to remove the Force Majeure Event or mitigate its impacts as quickly as practicable in the circumstances.
- (d) Any dispute relating to a Force Majeure Event, including its existence, is to be treated as a dispute under clause 17.
- (e) If a Force Majeure Event cannot be rectified to the mutual satisfaction of the Parties and the Developer, in its sole discretion, determines that it is unable to undertake or continue with the Development, then upon the surrender of any existing Development Approvals that relate to works that have not yet been physically commenced (as defined in the Act), the Developer may

terminate this agreement by written notice to the Planning Authority in which event neither Party will have any claim against the other under this Agreement.

(f) If paragraph (e) applies, the Planning Authority shall do all things reasonably necessary including executing any necessary documents to enable the Developer to remove the notation of this Agreement on the relevant folios of the Torrens title register held by LPI relating to the land within 20 Business Days of receiving written request from the Developer.

(g) If paragraph (e) applies, Planning Authority may give notice to the Developer that it requires works to be done to ensure that there is no immediate risk of harm to human safety arising from any incomplete Works or any part of the Development.

(h) The Developer must be given a reasonable period of time, and not less than 10 Business Days, to carry out any works the subject of a notice under this clause and the Planning Authority must reasonably consider any variation sought by the Developer to any works requested under this clause.

## **25 Change in Law**

(a) On, or following, the occurrence of a change in any Law, any Party which considers that the change in Law will impact on the obligations or rights of that Party under this Agreement, then that Party may notify the other Party of the change in Law, and the impacts it says will arise from the Change in Law.

(b) Following the notification under clause 25(a), the Parties must meet within 20 Business Days, to discuss the impact of the change in Law, and attempt, in good faith, to reach agreement in relation to any amendments to this Agreement as a result of the change in Law.

(c) If the Parties are unable to reach agreement on the change in Law, then the matter is to be treated as a dispute in accordance with clause 17.

(d) If the change in Law meets the definition of Force Majeure Event (in particular, that it prevents a party from carrying out its obligations under this Agreement, or the Developer from carrying out the Development), then the change in Law may be dealt with as a Force Majeure Event.

## **26 Costs**

The Developer agrees to pay the reasonable costs of the Planning Authority in preparing, negotiating and executing, and, if relevant, modifying, this Agreement. All stamp duty (including fines, penalties and interest) payable on or in connection with this Agreement and on any instruments executed under or any transaction evidenced by this Agreement, must be borne by the Developer except where stated

otherwise in this Agreement, all other costs are to be borne by the party which incurs those costs.

**27 Entire Agreement**

(a) This Agreement and its schedules contains everything to which the Parties have agreed in relation to the matters those documents deal 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.

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

**28 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.

**29 Governing law and jurisdiction**

This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its Courts. The Parties will not object to the exercise of jurisdiction by those Courts on any basis.

**30 No fetter**

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

**31 Representations and warranties**

(a) The Developer represents and warrants that on the date of this Agreement that the Developer is either the legal and beneficial owner of the Land, or has the written consent from any Land Owner(s) to enter into and perform its obligations under this Agreement, and register the Agreement in the relevant folio of the Land titles.

(b) The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under this Agreement and that entry into this Agreement will not result in the breach of any law.

**32 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 rest of this Agreement is not affected.

**33 Waiver**

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

**34 GST**

**34.1 Definitions**

In this clause:

**Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice** have the meaning given by the GST Law.

**GST Amount** means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.

**GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

**Taxable Supply** has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.

**34.2 GST exclusive**

All prices, Monetary Contributions or other amounts payable or Consideration to be provided pursuant to this Agreement are expressed as being exclusive of GST.

**34.3 Taxable supplies**

- (a) Subject to clause 34.3, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing

the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.

- (b) Clause 33.3(a) does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.

**34.4 Input tax credit**

No additional amount shall be payable by the Planning Authority under clause 33.3(a) unless, and only to the extent that, the Planning Authority (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.

**34.5 Certain Supplies**

If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the GST Law, the Parties agree:

- (a) to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies; and
- (b) that any amounts payable by the Parties in accordance with clause 33.2 (as limited by clause 33.3) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.

**34.6 Tax invoices**

No payment of any amount pursuant to this clause 33, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.

**34.7 Exclusions**

Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.

**34.8 Application of clause**

This clause continues to apply after expiration or termination of this Deed.

**35 Effect of schedules**

The Parties agree to comply with any terms contained in schedules to this Agreement as if those terms were included in the operative part of the Agreement.

**36 Relationship of Parties**

This Agreement is not intended to create a partnership, joint venture or agency relationship between the Parties.

**37 Counterparts**

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

**38 Rights cumulative**

Except as expressly stated otherwise in this Agreement, the rights of a Party under this Agreement are cumulative and are in addition to any other rights of that Party.

EXECUTION

Executed as a deed on 9<sup>TH</sup> September 2016.

Executed by Celestino Developments )  
SSP Pty Limited ACN 607 351 842 by its )  
attorney under Power of Attorney dated 21 )  
August 2015 Book 4693 No 620 who is )  
personally known to me: )

Witness 

Name of Witness (print) GRANT OULEY



Signature of Attorney

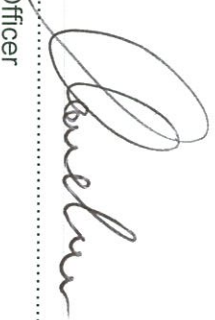
Name of Attorney (print) George Tsekouras

Name of Attorney (print)  
By executing this document the attorney states that  
the attorney has received no notice of revocation of  
the Power of Attorney

Signed by Penrith City Council ABN 43 )  
794 422 563 by its duly appointed officer )  
in the presence of: )

Witness 

Name of Witness (print) Sharon Monsiesseur

Officer 

Name of Officer (print) Arpad Stauder

## Schedule 1 - Section 93F Requirements

Provision of the Act	This Agreement
Under section 93F(1), the Developer has:	
(a) sought a change to an environmental planning instrument.	(a) Yes
(b) made, or proposes to make, a development application.	(b) Yes
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(c) No
<b>Description of the land to which this Agreement applies-</b> (Section 93F(3)(a))	See schedule 4
<b>Description of the development to which this Agreement applies-</b> (Section 93F(3)(b)(ii))	<p>The Development comprises development on the Land for:</p> <ul style="list-style-type: none"> <li>• approximately 340,000sqm of research and development floor space;</li> <li>• approximately 100,000sqm of education floor area and associated student accommodation;</li> <li>• a Town Centre comprising up to 30,000sqm of retail space;</li> <li>• 3,400 dwellings;</li> <li>• a primary school site;</li> <li>• new roads and infrastructure; and</li> <li>• landscaping open space, sporting fields and parks</li> </ul>
<b>The scope, timing and manner of delivery of Development Contributions required by this Agreement -</b> (Section 93F(3)(c))	See clauses 5, 8, 9, 10, 11 and schedule 5
<b>Applicability of Section 94 of the Act -</b> (Section 93F(3)(d))	Section 94 is excluded.
<b>Applicability of Section 94A of the Act -</b> (Section 93F(3)(d))	Section 94A is excluded.
<b>Applicability of Section 94EF of the Act -</b> (Section 93F(3)(d))	Section 94EF is not excluded as it applies to the Development.
<b>Applicability of Section 93F(3)(e) of the Act</b>	Not Applicable.
<b>Mechanism for Dispute resolution -</b> (Section 93F(3)(f))	See clause 17.
<b>Enforcement of this Agreement -</b> (Section 93F(3)(g))	See clause 18.
<b>Registration of this Agreement</b> (Section 93H)	See clause 14.
<b>No obligation to grant consent or exercise functions -</b> (Section 93F(9))	See clause 20 and 30.

**Schedule 2 - Explanatory Note**

*Environmental Planning and Assessment Regulations 2000*  
(Clause 25E)

**Explanatory Note**

<b>1</b>	<b>Planning Agreement</b>  Under section 93F of the Environmental Planning and Assessment Act 1979 (NSW) and Clause 25E of the Environmental Planning and Assessment Regulations 2000
<b>2</b>	<b>Parties</b>  Penrith City Council ABN 43 794 422 563 of 601 High Street, Penrith New South Wales ( <b>Planning Authority</b> )  Celestino Developments SSP Pty Ltd ABN 67 607 351 842 of 642 Great Western Highway, Pendle Hill, NSW 2145 ( <b>Developer</b> )
<b>3</b>	<b>Description of Subject Land</b>  The Land is located in the suburb of Luddenham, on the south side of the Sydney Water Pipeline and the western side of Luddenham Road and is legally described as: Lot 201 and part Lot 202 in DP 1152191, known as 565-609 Luddenham Road, Luddenham. The Land is currently rural/agricultural, largely comprising open grasslands and dams, on undulating topography.
<b>4</b>	<b>Description of Proposed Development</b>  4.1 Planning Proposal  The Planning Proposal aims to facilitate the Development by amending the <i>Penrith Local Environmental Plan 2010</i> ( <b>Penrith LEP</b> ), to rezone the Land from RU2 Rural Landscape to:  (a) B4 Mixed Use;  (b) B7 Business Park; and  (c) RE1 Public Recreation;  The Developer intends to submit Development Applications to the Planning Authority to facilitate development of the Land for the purposes of:

- approximately 340,000sqm of research and development floor space;
- approximately 100,000sqm of education floor area and associated student accommodation;
- a Town Centre comprising up to 30,000sqm of retail space;
- 3,400 dwellings;
- a primary school site;
- new roads and infrastructure; and
- landscaping open space, sporting fields and parks

## **5 Summary of Objectives, Nature and Effect of the Draft Planning Agreement**

### **5.1 Objectives and Nature**

The objective of the draft Planning Agreement is to facilitate the delivery of appropriate local infrastructure to meet the needs of the new community expected both on the site and more widely in Penrith City through Works, Dedication Land and Monetary Contributions associated with the rezoning of the Land, and the proposed Development.

The nature of the draft Planning Agreement is a contractual relationship between Penrith City Council and the Developer for the provision of Works, Dedication Land and Monetary Contributions to support the rezoning of the Land, and proposed Development, and how they will be provided.

#### **Effect**

The effect of the draft Planning Agreement is that the Developer must provide new local infrastructure and monetary contributions in a number of stages to satisfy Council standards.

The draft Planning Agreement:

- (a) Contains a schedule for the Works required in relation to the above Development Contribution including the timing for the delivery of these Works.
- (b) Provides for the dedication of the Dedication Land including the timing for the dedication of the Dedication Land. The Developer may elect to manage the Dedication Land under a Management Plan instead of being dedicated it to The Planning Authority. However, this can only occur following negotiations between the Planning Authority and the Developer on the arrangements for managing the land in the Management Plan
- (c) Contains a schedule for the Monetary Contributions required, including the timing for the delivery of these Monetary Contributions.
- (d) The Monetary Contributions include amounts payable for *Open Space, Library Facilities and Cultural Facilities based on amounts set out in the Planning Authority's section 94 contributions plan.*

- (e) Provides that the Development Contributions are made in place of contributions normally required under s94 and s94A of the Act.
- (f) Will apply to any future development of the Land for the purposes described in the Agreement, irrespective of who owns the Land.

## 6 Assessment of the Merits of the Draft Planning Agreement, including the impact on the public or any relevant section of the public

The draft Planning Agreement satisfies the objectives described in Part 4 through the Developer making Monetary Contributions, carrying out the Works, and dedicating or managing the Dedication Land to meet the infrastructure needs, additional demand, and impacts created by the Development and its new community, and to ensure that existing communities which may be affected do not bear the cost of meeting these needs, additional demand and impacts.

The positive impact on the public is that the new/additional infrastructure will be publicly accessible for use and enjoyment by all.

## 7 Other Matters

### 7.1 How the draft Planning Agreement promotes public interest and one or more of the objects of the Act

The draft Planning Agreement promotes the public interest by:

- Ensuring appropriate local infrastructure is delivered in a timely manner to meet the needs of the new community;
  - providing Development Contributions comprising and
  - providing for the carrying out of those required Development Contributions in a timely manner in connection with the Development;
- and therefore promotes the objects of the *Environmental Planning and Assessment Act 1979* as set out in s5(a)(ii) of that Act.

### 7.2

How the draft Planning Agreement promotes one or more of the elements of the council's charter under Section 8 of the Local Government Act 1993

- (a) The draft Planning Agreement is consistent with Council's charter under section 8 of the Local Government Act 1993:
  - (i) to have regard to the long term and cumulative effects of its decisions;
  - (ii) to bear in mind that it is the custodian and trustee of public assets and to effectively plan for, account for and manage the assets for which it is responsible;

(iii) to engage in the long term strategic planning on behalf of the local community; and

(iv) to keep the local community and the State government (and through it, the wider community) informed about its activities.

#### 7.3 The planning purpose/s served by the draft Planning Agreement

The draft Planning Agreement will provide for a reasonable means of achieving the planning purpose by the co-ordinated provision of local and-State infrastructure and associated land dedication to enable the Development to occur and accommodate demand for additional housing and employment in a growing city.

#### 7.4 Whether the draft Planning Agreement conforms with Council's capital works program

The draft Planning Agreement conforms with Council's capital works program as it provides infrastructure in a coordinated, fully funded manner consistent with Council's adopted standards and historic levels of provision.

# Deed of Novation for Planning Agreement

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Penrith City Council  
ABN 43 794 442 563

Celestino Developments SSP Pty Ltd  
ABN 67 607 351 642

[Insert name of New Developer]

## CONTENTS

No table of contents entries found.

## KEY DETAILS

	Date	See Execution on page
1		

## 2 Parties

## Planning Authority

Name

Penrith City Council

ABN 43 794 442 563

Address

601 High Street, Penrith NSW

Fax

Email

## Original Developer

Name

Celestino Developments SSP Pty Ltd

ABN 67 607 351 642

Address

6442 Great Western Highway, Pendle Hill, NSW 2145

Fax

Email

## New Developer

Name

[insert]

Address

[insert address]

## Attention

Fax

Email

## BACKGROUND

- A The Planning Authority and the Original Developer are parties to the Original Agreement.
- B The Original Agreement relates to the whole of the Land ***[or if only selling/transferring part of the Land, provide description of the relevant part of the Land]***.
- C The Original Developer wishes to novate all of its rights and obligations to the New Developer.

## TERMS

### 1 Interpretation

#### 1.1 Definitions

In this document:

**Effective Date** means ***[Insert Date]***

**Land** has the meaning given to that term in the Original Agreement.

**Original Agreement** means the planning agreement dated ***[Insert Date]*** and made between the Planning Authority and the Original Developer.

#### 1.2 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;

(iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

(iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;

## 1.3 Headings

Headings do not affect the interpretation of this document.

## 2 Novation

### 2.1 Original Agreement

With effect from the Effective Date:

(a) the New Developer is substituted for the Original Developer as a party to the Original Agreement;

(b) the New Developer will be bound by the Original Agreement, and will be subject to the rights and obligations contained in the Original Agreement, as if the New Developer was a party to the Original Agreement instead of the Original Developer; and

(c) other than in respect:

(i) [Parties to set out any responsibilities that the Original Developer is not discharged from],

the Original Developer is released and discharged from all obligations and liabilities to the extent they are novated to the New Developer and remain to be performed, and from all claims (whether for costs, damages, fees, expenses or otherwise), arising under the Original Agreement.

### 2.2 Reference in Original Agreement

All references to the Original Developer in the Original Agreement are to be construed as references to the New Developer.

### 2.3 Address for notices

The Planning Authority must address all notices and communications to be given or made by it to the New Developer under the Original Agreement to the following address:

**New Developer:**

Address: [Insert]

Fax: [Insert]

Contact Person: [Insert]

Email: [Insert]

## 2.4 Coordination of Works and dedication

*[Parties to insert a clause setting out the implications of the novation on the coordination of the delivery of the Works and dedication of Dedication land]*

## 3 Affirmation of the Original Agreement

The Original Agreement will be read and construed subject to this deed, and in all other respects the provisions of the Original Agreement are ratified and confirmed, and, subject to the variation and novation contained in this deed, the Original Agreement will continue in full force and effect.

## 4 Indemnities

The New Developer indemnifies the Original Developer on demand against all liabilities, claims, damages and loss which the Original Developer suffers or incurs in relation to the Original Agreement including those which arise or relate to acts or omissions occurring on or after the Effective Date.

## 5 Warranties and representations

### 5.1 Warranties

Each party represents and warrants that, at the time of execution, and at the Effective Date:

- (a) it has capacity unconditionally to execute, deliver and comply with its obligations under this document;
- (b) it has taken all necessary action to authorise the unconditional execution and delivery of, and the compliance with, its obligations under this document;
- (c) this document is a valid and legally binding obligation and is enforceable against it by each other party in accordance with its terms; and
- (d) its unconditional execution and delivery of, and compliance with its obligations under, this document do not contravene:
  - (i) any law or directive from a government entity;
  - (ii) its constituent documents;
  - (iii) any agreement or instrument to which it is a party; or
  - (iv) any obligation of it to any other person.

### 5.2 Survival of warranties

The warranties and representations in clause 5.1 survive the execution of this document and the novation of the Original Agreement.

**6 GST**

Where a supply made under this deed gives rise to a liability for GST, the consideration to be provided for that supply (other than under this clause) shall be increased by an additional amount equal to the GST payable on the supply. The additional amount must be paid, and the supplier must provide a tax invoice, at the same time as the other consideration for that supply is to be provided under this deed. Terms used in this clause have the meanings in the *A New Tax System (Goods and Services Tax) Act 1999*.

**7 Stamp duty and costs**

The New Developer will pay all stamp duty arising directly or indirectly from this deed.

**8 Further acts**

- (a) Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this deed.
- (b) This deed binds each Party which signs it even if other Parties do not, or if the execution by other Parties is defective, void or voidable.

**9 Amendment**

This document may only be varied or replaced by a document executed by the Parties

**10 Governing law**

This deed is governed by the law in force in the place specified in the New South Wales and the Parties submit to the non-exclusive jurisdiction of the courts of that place.

**11 Counterparts**

This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

Executed as a deed

Executed by Penrith City Council )  
ABN 43 794 422 563 by its duly )  
appointed officer in the presence of: )

Witness .....

Officer .....

Name of Witness (print) .....

Name of Officer (print) .....

Executed by *Insert Incoming Party* )  
*Name* *Insert ABN* by its duly )  
appointed officer in the presence of: )

Witness .....

Officer .....

Name of Witness (print) .....

Name of Officer (print) .....

Schedule 4 - Land

Lot	Deposited Plan	Folio Identifier
201	DP1152191	201/DP1152191
That part of Lot 202 in Deposited Plan 1152191	DP1152191	202/DP1152191

## Schedule 5:

**Table A: Monetary Contributions**

No.	Facility	Contribution Amount	Timing of Payment
1	Library expansion and/or associated library resources and facilities.	\$345 per person calculated in accordance with Note 1 and 2. This monetary contribution is subject to Table B.	Where Development Consent has been granted in respect of part of the Development which includes dwellings, the monetary contribution must be paid prior to the grant of the subdivision certificate for the relevant part of the Development
2	Cultural Facilities	\$145 per person calculated in accordance with Note 1 and 2	Where Development Consent has been granted in respect of part of the Development which includes dwellings, the monetary contribution must be paid prior to the grant of the subdivision certificate for the relevant part of the Development
3	Affordable Housing	\$159 per person calculated in accordance with Note 1 and 2	Where Development Consent has been granted in respect of part of the Development which includes dwellings, the monetary contribution must be paid prior to the grant of the subdivision certificate for the relevant part of the Development

**Note 1:** All Monetary Contribution Amounts are to be indexed in accordance with this Planning Agreement.

**Note 2:** For the purposes of calculating the Monetary Contribution payable under Table A, the following rate of persons per dwelling shall be applied:

- **Detached dwelling** (including detached dual occupancy) – 3.0 persons per dwelling
- **Multi Unit housing** (includes semi-detached, attached dual occupancy, townhouses, terrace, villa and comparable dwelling types) – 2.3 persons per dwelling
- **Apartment, residential flat building above 2 storeys, secondary dwelling** – 1.9 persons per dwelling
- **Student accommodation** – 1 person per bedroom or per single student room.
- **Any other dwelling type** – to be calculated by Council using the above rates to achieve closest approximation.

**Table B: Community Facilities Capital Works**

	Description	Works		Threshold for Completion of Works				Value \$
			Prior to ....	Prior to occupation of 750 <sup>th</sup> dwelling	Prior to occupation of 1500 <sup>th</sup> dwelling	Prior to occupation of 2250 <sup>th</sup> dwelling	Prior to occupation of 3400 <sup>th</sup> dwelling	
1	Branch & Central Library	Should Council's policy on consolidating branch libraries change by the provision of the 1500 <sup>th</sup> residential dwelling to require a new library in the vicinity of the Science Park instead of cash towards expanding the existing library facilities, the Developer and Council may agree that the Developer is to pay the contribution as works in kind. The value of the works in kind shall be the Value set out in column of this Table B less the amounts already provided by the Developer as a cash contribution for Item 1 in Table A. If the parties cannot reach agreement on the works in kind proposed to be carried out under this Table B, then the item is to be provided as a cash contribution in accordance with item 1 of Table A.	----			Delivered		\$2,380,500

**Table C: Open Space, Recreation Works and Funding initiatives**

**Note 1:** All Works in this Table C are limited by the value of the works in column 9.

**Note 2:** All works and land items identified in this table except Riparian Planting, the Temporary Community Facility and Water Sensitive Urban Design and Wetland Facilities may be the subject of Land Dedication or a Management Plan as contemplated by clause 9 of this Planning Agreement

		Embellishment works to be progressively delivered on RE1 Public Open Space zoned land.	Prior to .	Prior to occupation of 750 <sup>th</sup> dwelling	Prior to occupation of 1500 <sup>th</sup> dwelling	Prior to occupation of 2250 <sup>th</sup> dwelling	Prior to occupation of 3400 <sup>th</sup> dwelling	Value
1	Active Open Space	<p>Embellishment of 10.2 ha of active open space: Items may include:</p> <ul style="list-style-type: none"> <li>• Ovals</li> <li>• Cricket Pitches</li> <li>• Soccer field or equivalent fields</li> <li>• Multi sport facilities</li> <li>• Basketball Courts</li> <li>• Netball Courts</li> <li>• Tennis Courts</li> <li>• Other hard paved courts.</li> <li>• Amenities block incorporating 2 x change rooms, showers, canteen room and equipment storage room</li> <li>• Car Parking</li> <li>• Drinking Fountains</li> <li>• Shade structures over relevant elements</li> <li>• Seating</li> </ul>	----	16,000sqm	30,000sqm	26,000sqm	30,000sqm	\$10,682,460

		<ul style="list-style-type: none"> <li>• Picnic shelters and tables</li> <li>• Outdoor gym equipment</li> <li>• Multi use courts</li> <li>• Alternative active open space facilities which may reflect community demand at the time development occurs</li> <li>• Synthetic grass playing fields</li> <li>• Floodlighting of fields, courts</li> <li>• Fencing</li> </ul> <p>Location and standard of facilities to be consistent with LEP, DCP and Precinct plans.</p>						
2	Passive Open Space	<p>Embellishment of 11.316ha of passive open space which may include</p> <ul style="list-style-type: none"> <li>• Informal games areas</li> <li>• Football posts and hoops and children play areas</li> <li>• Local open space and parks</li> <li>• Kick about space</li> <li>• Play grounds</li> <li>• Children's play equipment</li> <li>• Tables and seating</li> <li>• Lighting</li> <li>• Picnic Areas</li> <li>• Toilets</li> <li>• Car parking</li> <li>• Outdoor Shower</li> </ul>	-----	10,000sqm	25,000sqm	50,000sqm	28,160sqm	\$10,071,240

		<ul style="list-style-type: none"> <li>• Drinking Fountains</li> <li>• Shade Structures over relevant elements</li> <li>• Seating</li> <li>• Picnic Shelters and tables</li> <li>• Outdoor Gym Equipment</li> <li>• Youth Centric recreation facilities</li> <li>• Outdoor table tennis</li> <li>• Multiuse courts</li> <li>• Water play facilities</li> <li>• Fencing</li> <li>• Amenities buildings (toilets) and shared pathways for parks of sufficient size that these elements are necessary.</li> </ul> <p>Location and standard of facilities to be consistent with LEP, DCP and Precinct plans.</p>						
3	Riparian Planting	<p>Embellishment and restoration of 10.7ha of creek line Environments to be provided in the locations and at no less than the standard specified by DPI Water Guidelines, LEP, DCP and Precinct Plans.</p> <p>All Riparian Planting and riparian areas are to be owned and maintained by Celestino or its successor under this VPA, unless transferred to Council by mutual agreement</p>		24,000sqm		19,000sqm	64,100sqm	\$2,500,000 or the value required to meet the standards specified.
4	District Open Space	<p>Embellishment of 38.5ha district open space for the purposes of attracting residents from around Penrith City. This includes district attractors comprising</p> <ul style="list-style-type: none"> <li>• Child play facilities</li> </ul>	---	49,000sqm	53,000sqm	84,000sqm	199,000sqm	\$12,785,000,

		<ul style="list-style-type: none"> <li>• Community gardens</li> <li>• Performance space/ amphitheatre</li> <li>• Amenity planting</li> <li>• Amenities buildings incorporating toilets, change rooms, canteens</li> <li>• Bike paths</li> <li>• Walking tracks</li> <li>• Synthetic tracks, playing fields and surfaces</li> <li>• Public Art</li> <li>• Open spaces</li> <li>• Water features and water play facilities</li> <li>• Nature Walks</li> <li>• District (City-wide) level Picnic Areas</li> <li>• District (City-wide) level Landscaping</li> <li>• Lighting</li> <li>• Car parking</li> <li>• Multi sport facilities</li> <li>• Basketball Courts</li> <li>• Netball Courts</li> <li>• Tennis Courts</li> <li>• Other hard paved courts</li> <li>• Any ancillary features ordinarily required in association with the above recreation features</li> </ul> <p>This contribution may be provided by a cash contribution in accordance with clause 8.5 in the</p>						
--	--	---	--	--	--	--	--	--

		VPA.						
5	Temporary Community facility	An area of approximately 138sqm (can be within a building) location and standard of facilities to be consistent with Council's LEP, DCP and Precinct Plans.	Delivered prior to grant of occupation certificate of the 400 <sup>th</sup> dwelling		----	----	----	\$786,600
6	Permanent Community Facility	Construction of a multi-purpose community facility with a floor area of approximately 586sqm and site area of approximately 3,266sqm. Location and standard of facilities to be consistent with Council's LEP, DCP and precinct plans, Council Building Policy OPD004 (or its successor) and incorporate car parking, fitout, landscaping and any other attributes ordinarily associated with a community facility at a value described under this Agreement for this facility.	----	----	----	----	Delivered	\$3,135,000
7	Water Sensitive Urban Design and wetland facilities	<p>7.75ha of WSUD and stormwater control devices within identified catchments and for works and facilities, consistent with the site's applicable Water Cycle Management Strategy</p> <p>Works to include:</p> <ul style="list-style-type: none"> <li>▪ Stormwater detention basins</li> <li>▪ Rain gardens</li> <li>▪ Maintenance period (12 months from completion)</li> </ul> <p>Location and standard to be consistent with LEP, DCP and precinct plans.</p> <p>All WSUD and wetland facilities are to be owned and maintained by Celestino or its successor under this VPA, unless transferred to Council by mutual</p>	Progressive as each precinct develops and prior to occupation of the first building in each precinct.	Progressive as each precinct develops and prior to occupation of the first building in each precinct.	Progressive as each precinct develops and prior to occupation of the first building in each precinct.	Progressive as each precinct develops and prior to occupation of the first building in each precinct.	Progressive as each precinct develops and prior to occupation of the first building in each precinct.	N/A\$

		agreement						
8	Public Art	<p>Prepare a Public Art Strategy</p> <p>Public Art integrated with the public domain and public open space areas.</p> <p>Public Art Strategy to be completed in concurrence with Council and requires mutual agreement.</p> <p>Public Art is to be owned and maintained by Celestino or its successor under this VPA, unless transferred to Council by mutual agreement.</p>	Strategy to be completed	Strategy to be implemented progressively in accordance with the Public Art Strategy.	Strategy to be implemented progressively in accordance with the Public Art Strategy.	Strategy to be implemented progressively in accordance with the Public Art Strategy.	Strategy to be implemented progressively in accordance with the Public Art Strategy.	At least \$175,450, being 1% of the value of monetary contributions for non-roads upgrades contributions under this VPA, with scope for works of greater value at Celestino's discretion
9	Community Facilities Needs Study	Community Facility Needs study to ensure delivery of appropriate works and nature of Permanent Community Facility		Delivered				\$30,000
10	Community and Cultural Development Worker	Funding towards a worker to assist new resident population. Council is to tender for the position, employ the worker and manage the role.		Delivered				\$200,000
11	Community Initiatives Payment	Cash payment to support emerging community groups		Delivered				\$50,000
12	Affordable Housing dwellings or	To provide three (3) affordable housing dwellings (detached dwellings or multi unit housing dwellings with a minimum of 2 bedrooms) as part of the site's					Delivered	

	lots	3400 dwelling stock.						
13	Footpaths and Shared Pathways	Location and standard of these facilities to be consistent with LEP, DCP and Precinct Plans.	Progressive as each precinct develops and prior to subdivision certificate	Progressive as each precinct develops and prior to subdivision certificate	Progressive as each precinct develops and prior to subdivision certificate	Progressive as each precinct develops and prior to subdivision certificate	Progressive as each precinct develops and prior to subdivision certificate	N/A

**Table D: Road Upgrade Contribution**

Upgrade location	Description of Proposed Works	Number / Length	Trigger	Contribution
Luddenham Road	Widen between Mamre Road and Sydney Science Park intersection	5920m	At 1 January 2031	\$13,007,000
Luddenham Road / Twins Creeks Drive	Upgrade intersection to traffic signals	1	At 1 January 2026	\$580,000
Luddenham Road / SSP site access	Upgrade intersection to traffic signals	1	At 1 January 2026	\$2,000,000

**Note 1:** The Monetary Contributions outlined in Column 5 are to be paid to Council for delivery of these works by Council

**Note 2:** The Contribution amounts outlined in Column 5 are capped and will not be exceeded.

**Note 3:** The Contribution totals shown in Column 5 must be paid by the Developer progressively at a contribution rate of \$4,584.00 per residential dwelling prior to the grant of occupation certificates for those dwellings.

**Note 4:** The timing of the contributions reflect the triggers in Column 4 and are subject to Clause 10 of this Agreement.

## APPENDIX I

### Draft Precinct Plan Massing Scenario Plans

# Massing Exercise

## Option 1A - Residential Dwellings Cap 3,400 - All Apartments

FINAL DRAFT

<div></div>	Residential
<div></div>	Non-Residential
<div></div>	Metro corridor
<div></div>	Open Space



### Assumptions

- Massing following proposed Precinct Plan:
    - Site cover of 60%
    - FSR of 3:1, 1.8:1 and 1:1
  - Residential dwelling cap to 3,400 units (all apartments)
  - Residential GFA:
    - apartment unit - 76.5 sqm / 80%
  - Non-Residential GFA Ratio = 10,000 sqm = 0 dwellings.  
Additional 50sqm = 1 dwelling
- Floor to floor - 3.3m
  - Building heights 2 to 5 storeys
  - Population based on 1.8 person per apartment unit (1 person per bedroom)

TOTAL Residential Unit	3,400	100%
Residential GFA	306,000sqm	
Non-Residential GFA	180,000 sqm	
TOTAL GFA	486,000 sqm	

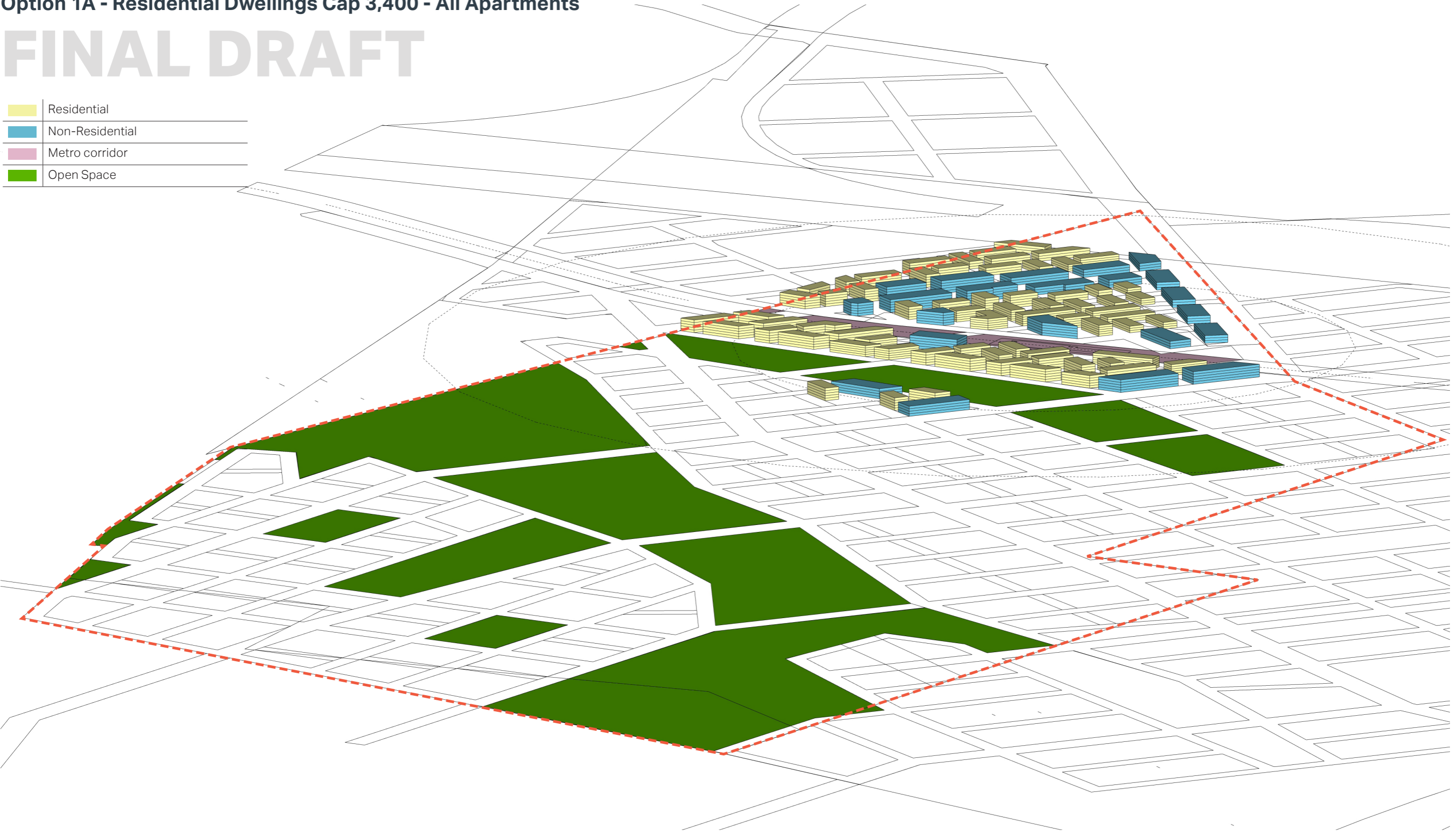
Total Developable Land	1,112,939 sqm	100%
Used Developable Land	199,770 sqm	18%
FSR over Total Developable Land	0.44 :1	
FSR over Used Developable Land	2.44 :1	
Population	6,120	

# Massing Exercise

## Option 1A - Residential Dwellings Cap 3,400 - All Apartments

FINAL DRAFT

Residential	
Non-Residential	
Metro corridor	
Open Space	



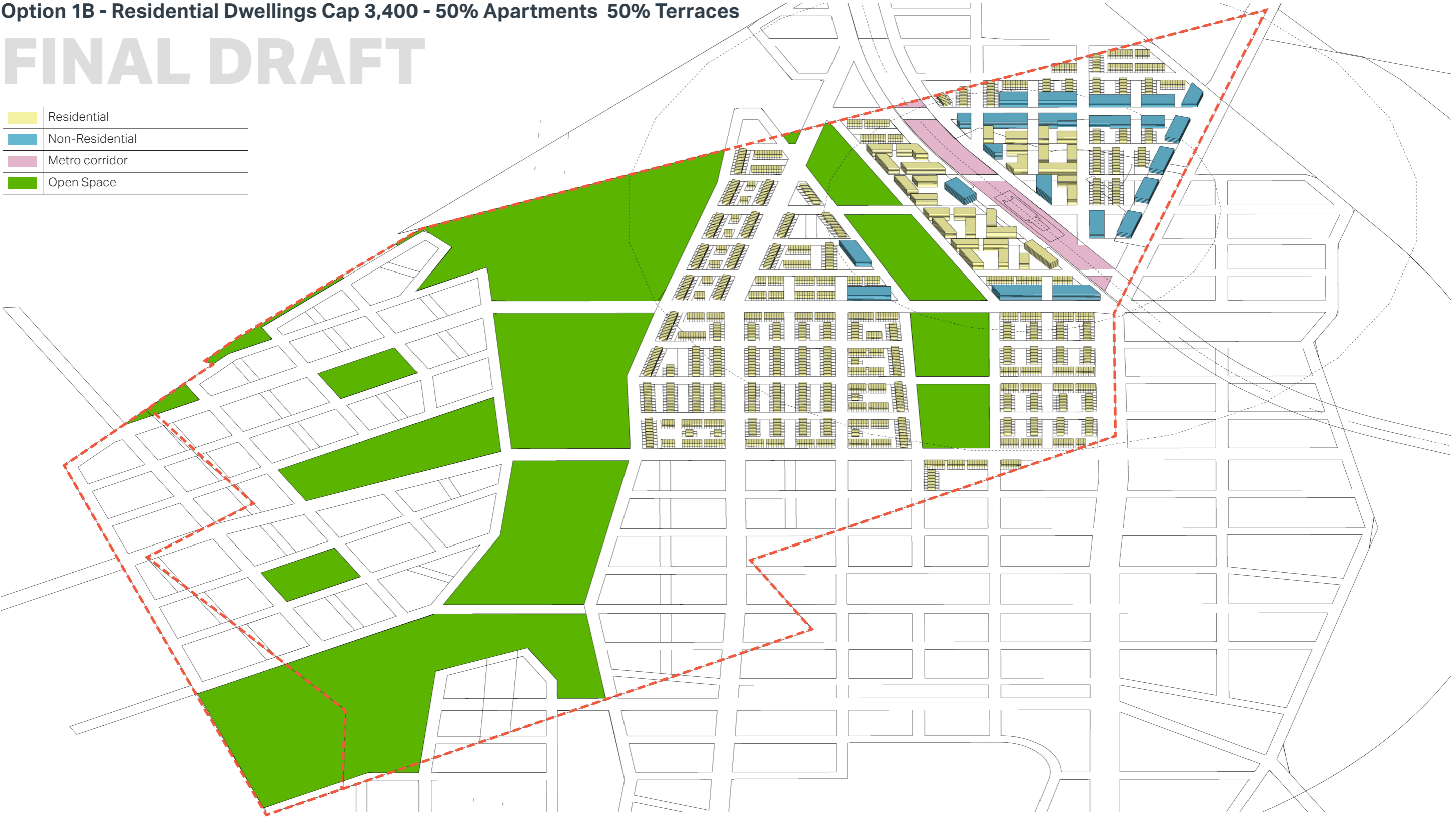
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# Massing Exercise

Option 1B - Residential Dwellings Cap 3,400 - 50% Apartments 50% Terraces

FINAL DRAFT

	Residential
	Non-Residential
	Metro corridor
	Open Space



### Assumptions

- Massing following proposed Precinct Plan:
    - Site cover of 60% on high density lots
    - Site cover of 50% on medium density lots
    - FSR of 3:1, 1.8:1 and 1:1
  - Residential dwelling cap to 3,400 units (mix typologies)
  - Residential GFA:
    - apartment unit - 76.5 sqm / 80%
    - terrace dwelling - 150sqm (5X30m lot - 2 storeys)
    - detached dwelling - 268sqm (10X30m - 2 storeys)
- Non-Residential GFA Ratio = 10,000 sqm = 0 dwellings.
    - Additional 50sqm = 1 dwelling
  - Floor to floor - 3.3m
  - Building heights 2 to 5 storeys
  - Population based on 1.8 person per apartment unit (1 person per bedroom) and 3 person for terrace dwelling.

Terrace Unit	1,685	50%
Apartment Unit	1,715	50%
TOTAL Residential Unit	3,400	100%
Residential GFA	407,090 sqm	
Non-Residential GFA	180,000 sqm	
TOTAL GFA	587,090 sqm	

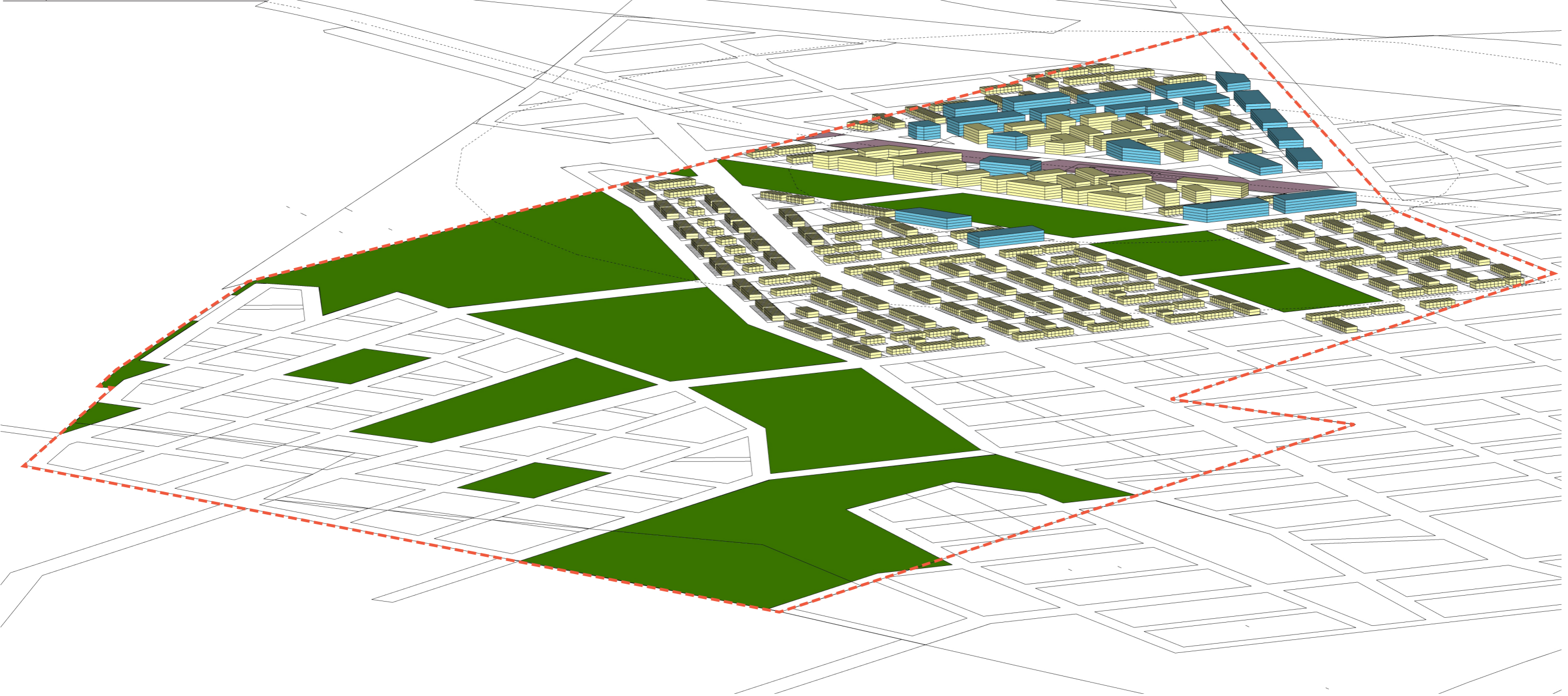
Total Developable Land	1,112,939 sqm	100%
Used Developable Land	507,150 sqm	45.6%
FSR over Total Developable Land	0.52 :1	
FSR over Used Developable Land	1.15 :1	
Population	8,142	

# Massing Exercise

Option 1B - Residential Dwellings Cap 3,400 - 50% Apartments 50% Terraces

FINAL DRAFT

Residential	
Non-Residential	
Metro corridor	
Open Space	



## APPENDIX J

### Proposed Open Space Network

# OPEN SPACE NETWORK



Figure 12 Open Space Network

## APPENDIX K

### Road Hierarchy Plan and Road Reserves

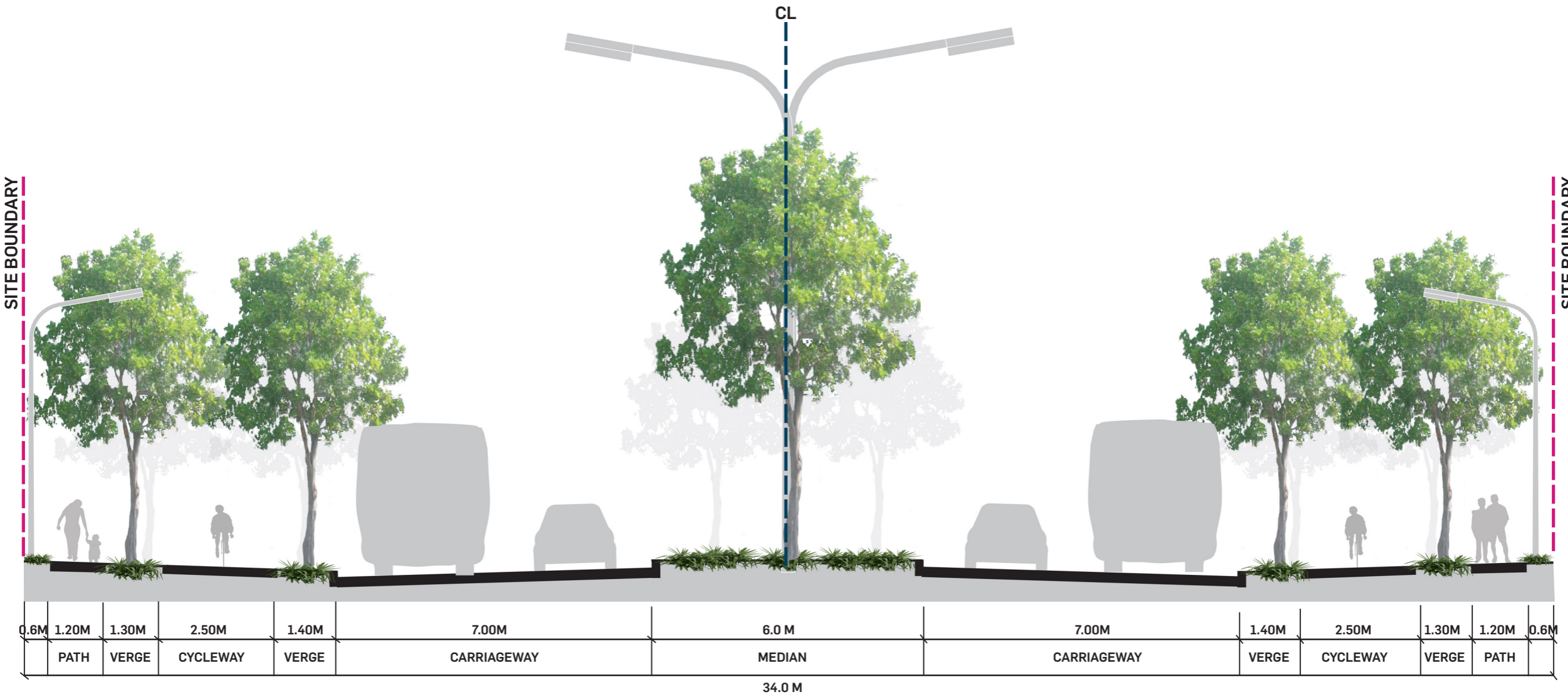
# STREET HIERARCHY & NETWORK



Figure 17 Street Hierarchy Plan

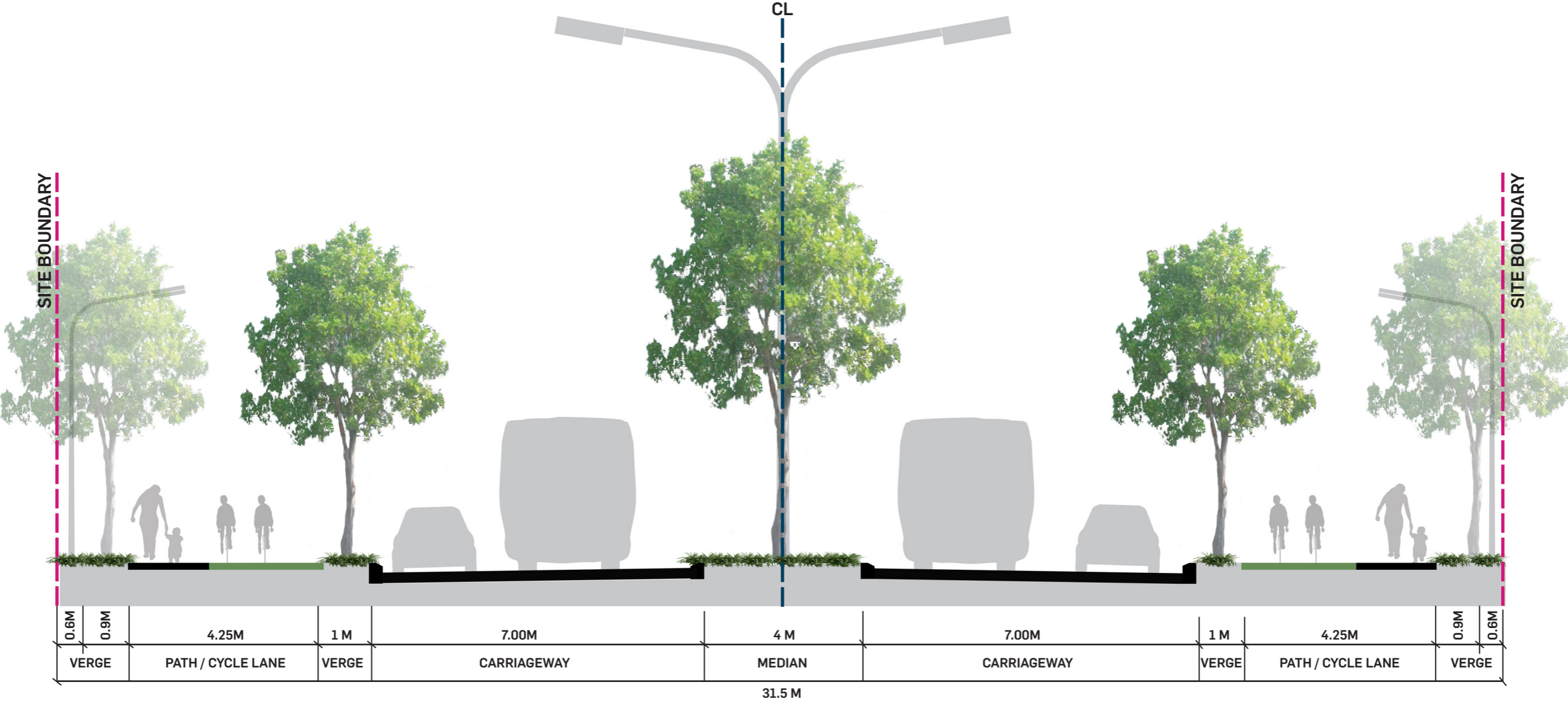
# STREET SECTIONS

COMMERCIAL ROAD - 34M  
1:100@A3



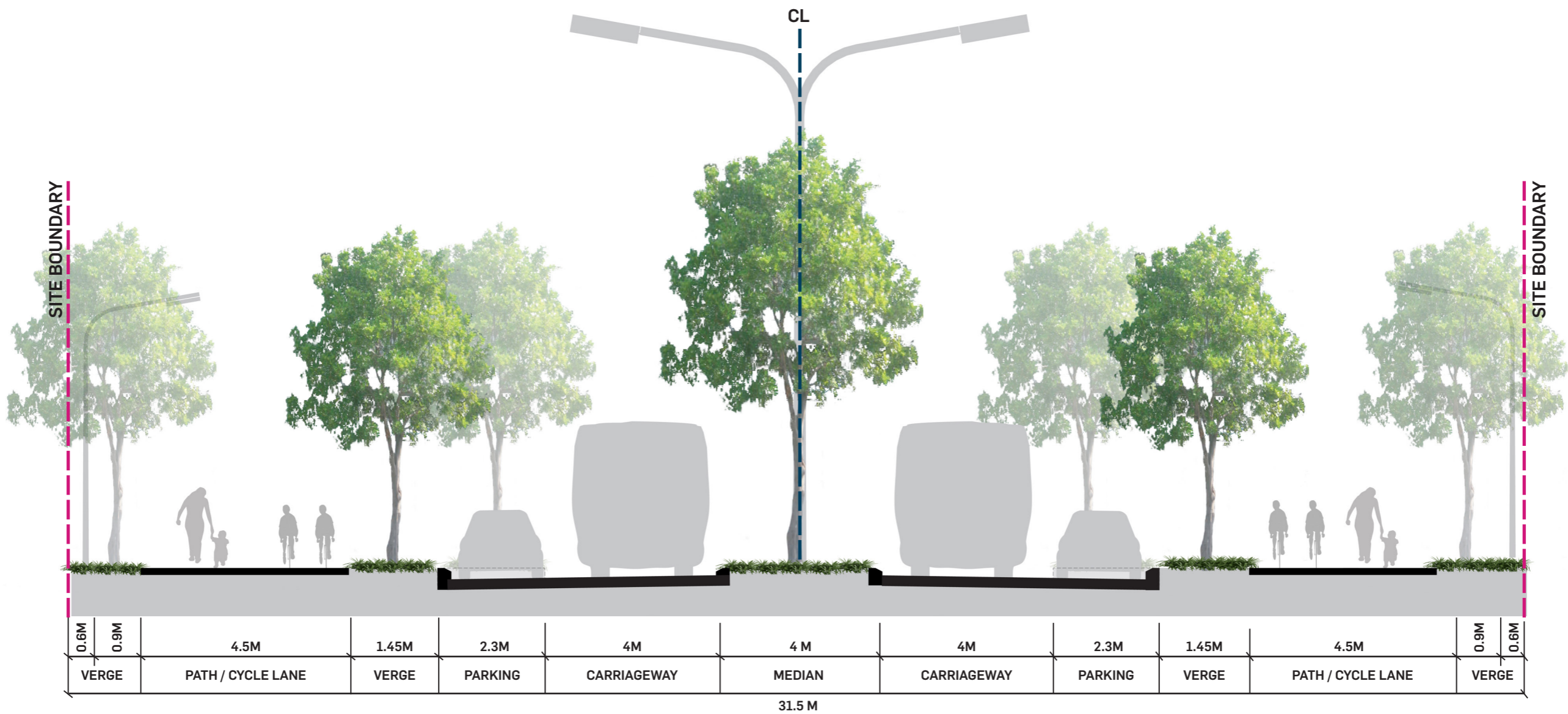
STREET SECTIONS

CITY ROAD - 31.5M  
1:100@A3



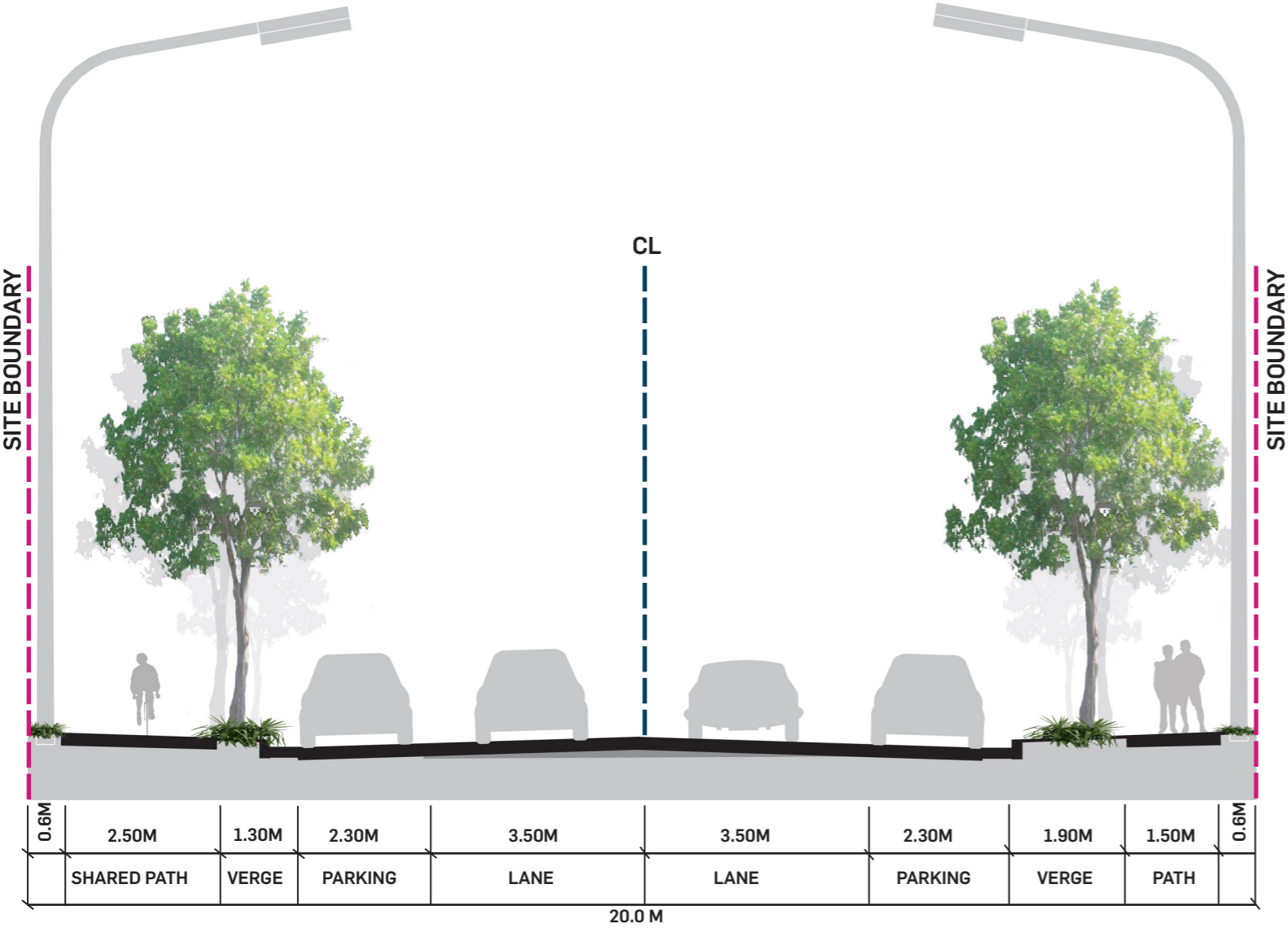
# STREET SECTIONS

**PARK AVENUE - 31.5M**  
1:100@A3



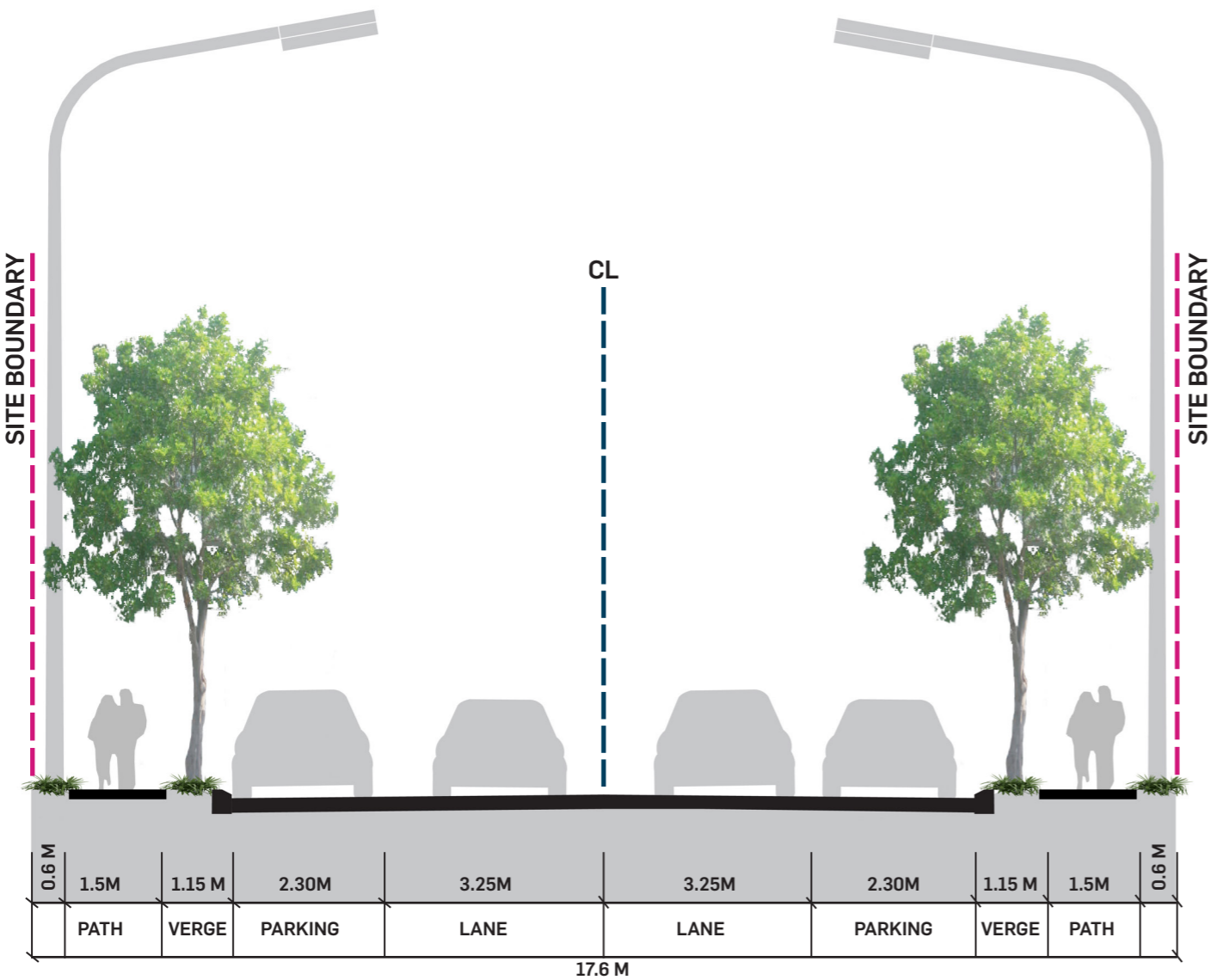
# STREET SECTIONS

CONNECTOR ROAD - 20M  
1:100@A3



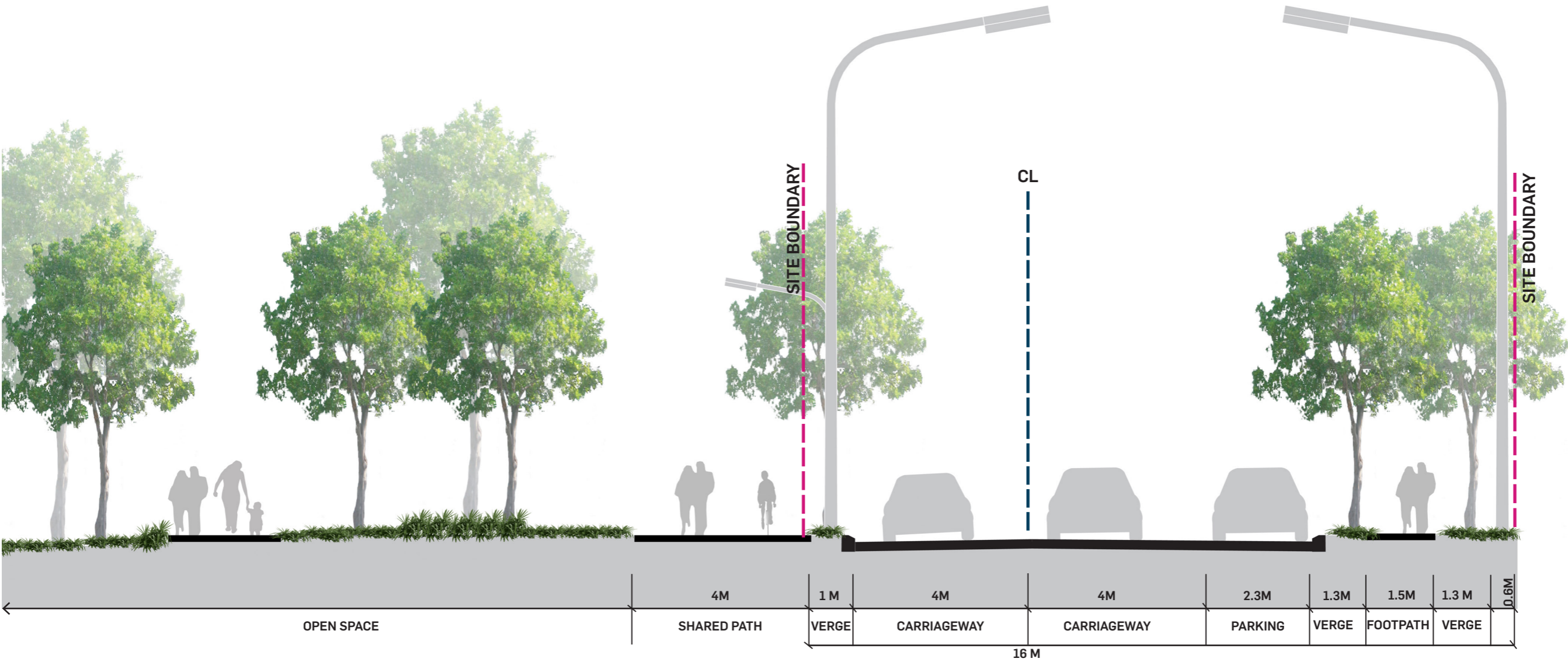
# STREET SECTIONS

LOCAL ROAD - 17.6M  
1:100@A3



STREET SECTIONS

PARK EDGE STREET - 16M  
1:100@A3 0 1 2 3 4 5



## APPENDIX L

### Road Cost Analysis (DCP vs Draft Precinct Plans)

Road Cost Analysis  
24/02/2021

Road Type	DCP Road Type	Road Widths	Land Area (m2)	Construction \$/100m	Aerotropolis SEPP Road Type	Proposed Road Widths	Land Area (m2)	Construction \$/100m	Increase \$/100m
First Order Road	Commercial Road	34m	3400	\$530,867	Sub-Arterial	40m	4000	\$549,650	\$18,783
Second Order Road	Connector Road	20m	2000	\$381,371	Local Collector	25m	2500	\$414,954	\$33,583
Third Order Road	Local Road	17.6m	1760	\$299,823	Commercial Centre High Street	25m	2500	\$382,122	\$82,299

## APPENDIX M

### Floor Space Ratio Plan

# FLOOR SPACE RATIO PLAN

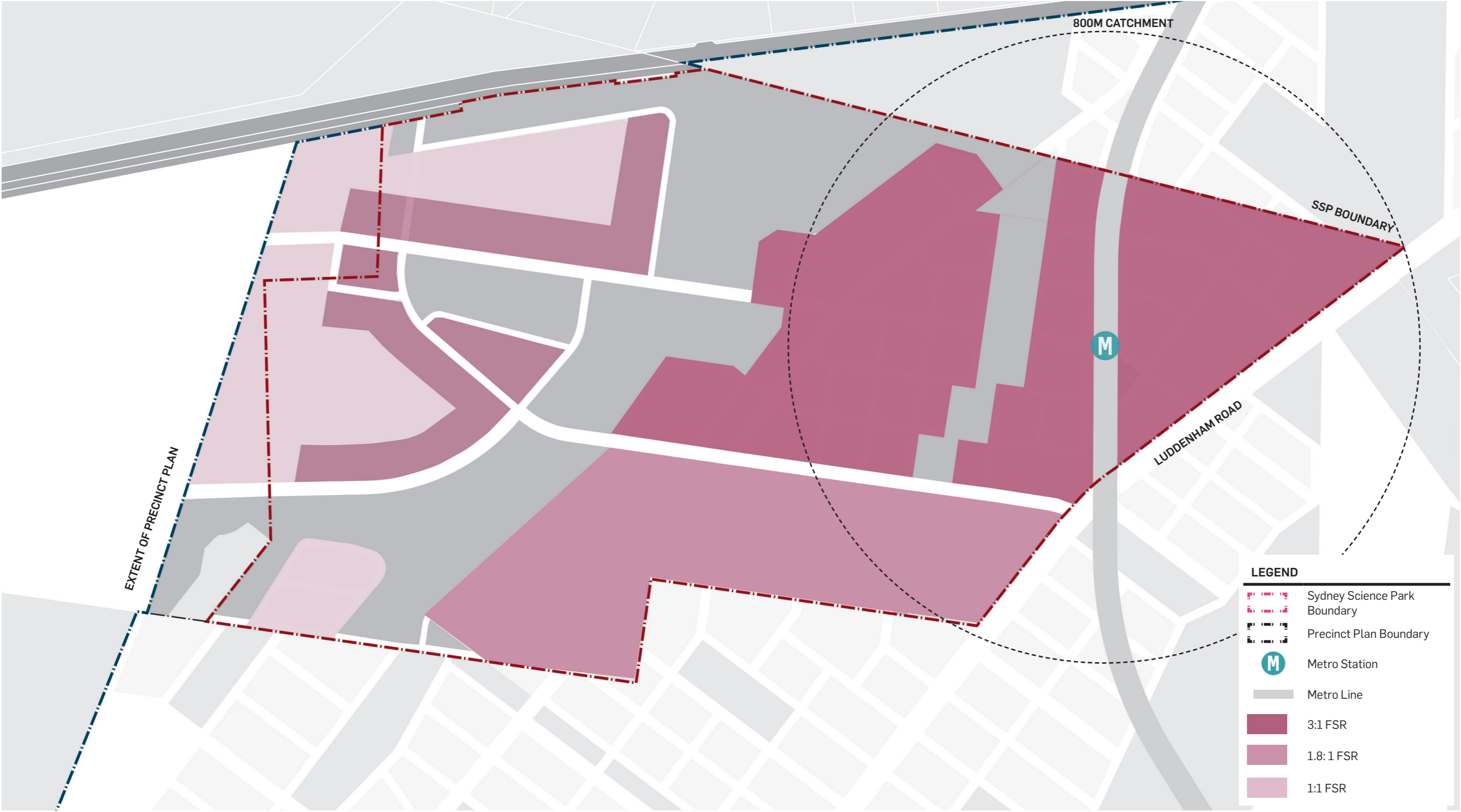
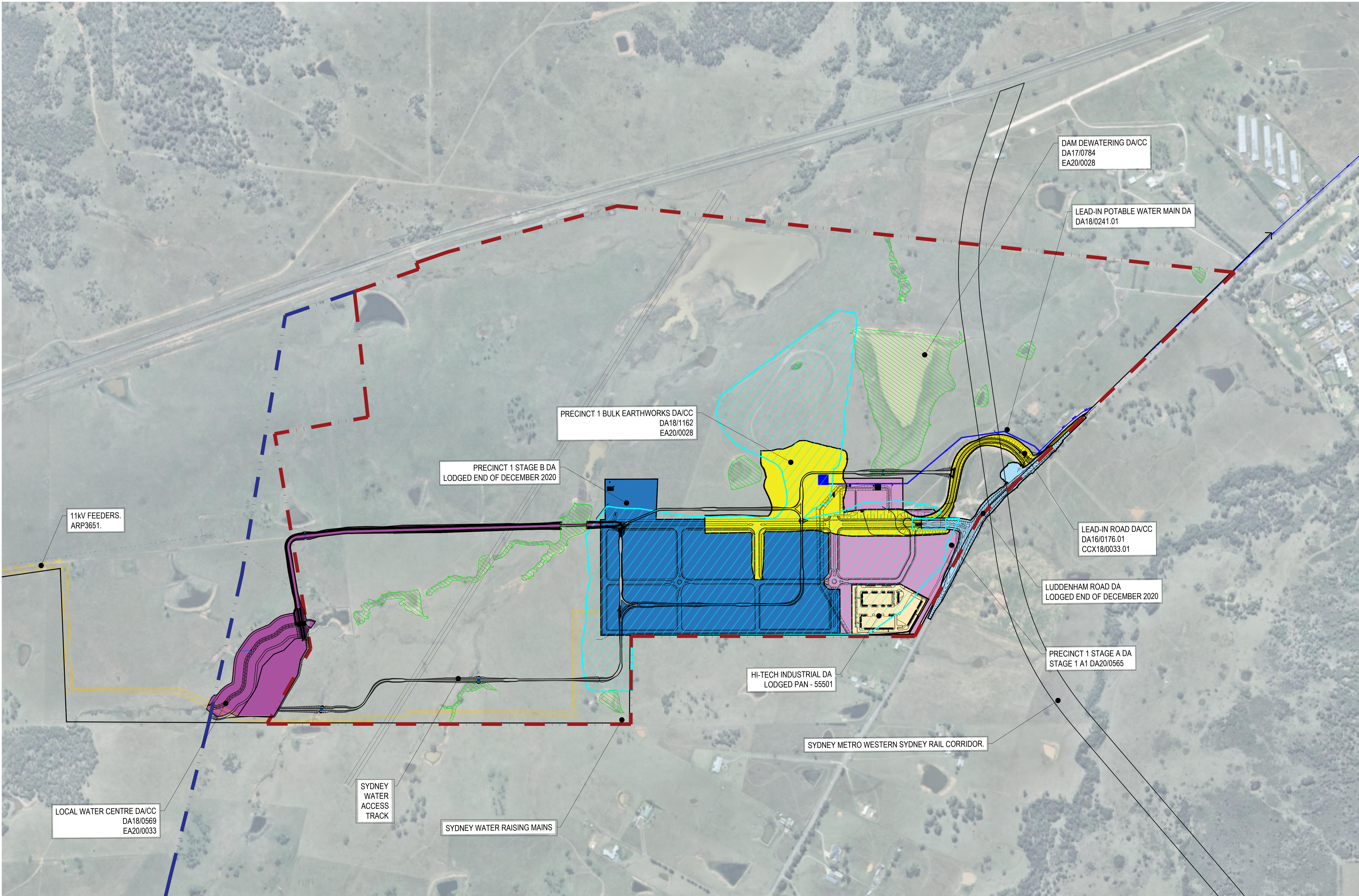


Figure 20 Floor Space Ratio Plan

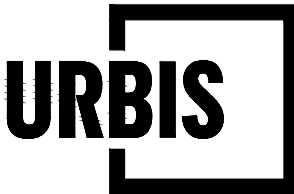


## APPENDIX N

### Existing Development Consents and Development Applications Plan



PLOT STYLE: URBIS\_A1018  
PAGE SETUP: ---  
PLOTTED BY: ABDUL RAZALI  
PLOT DATE: 14.12.2020  
PATH: J:\National Design\4 PROJECTS\002000\00202886 Sydney Science Park Stage 209\_Design Level 02\_CAD\02 Metro Sketch\PLAN\_SS02\_Base.dwg



**Sydney Science Park**  
Approval Plans  
Angel Place, Level 8, 123 Pitt Street | Sydney NSW 2000 Australia | +61 2 8233 9900 | URBIS Pty Ltd | ABN 50 105 256 228

DATA SOURCE	
PROJECTION	
REV DESCRIPTION	DWN CHK DATE

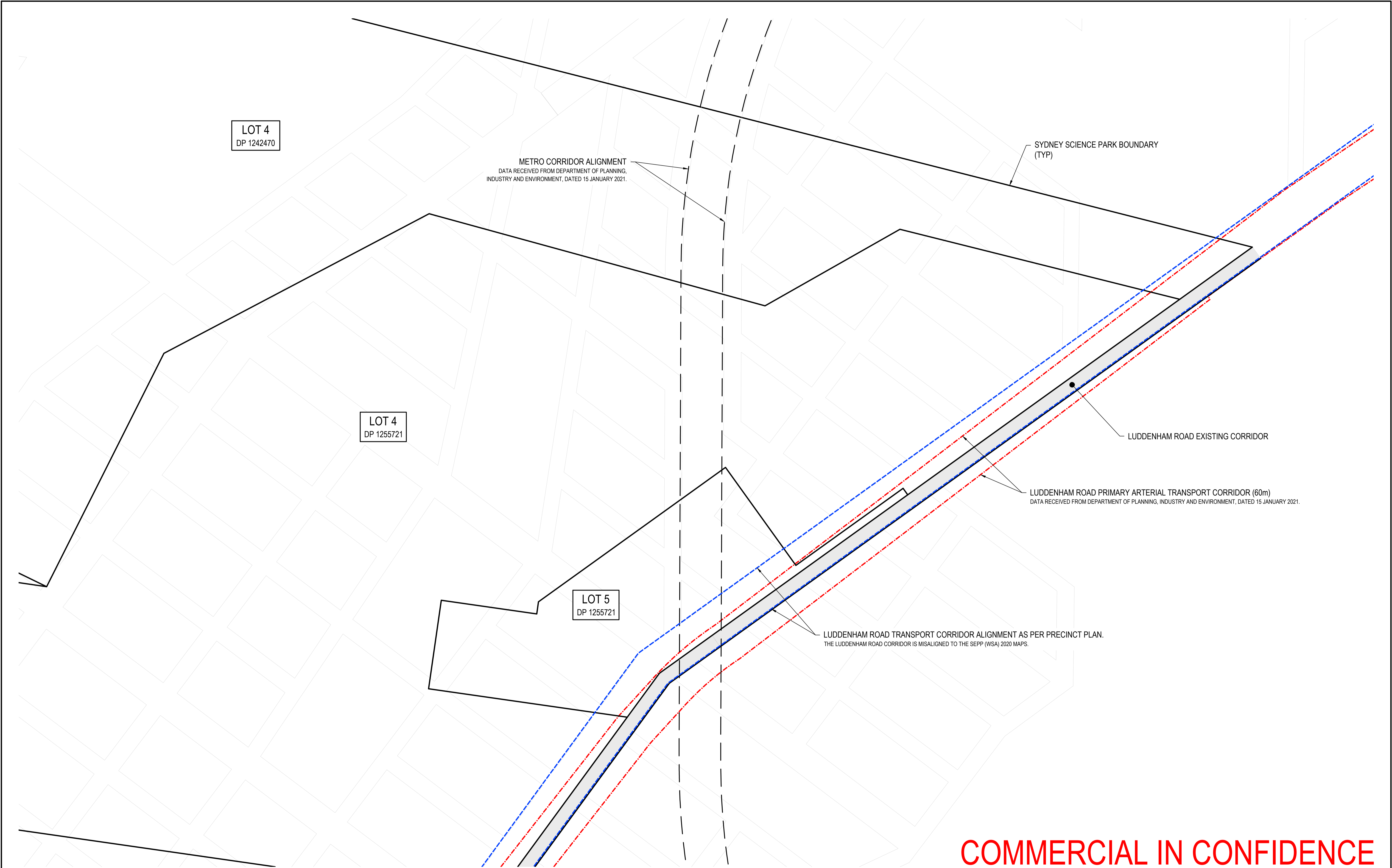
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**CLIENT**  
Celestino Pty Limited

PROJECT NO. P29886	DATE 08/12/2020
DRAWING NO.	REVISION
1:500 @ A1	1:1000 @ A3

## APPENDIX O

### Luddenham Road Inconsistency



COMMERCIAL IN CONFIDENCE

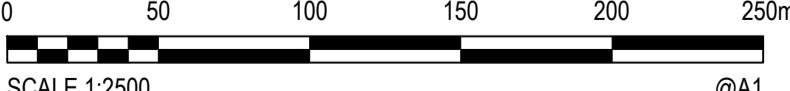
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Client



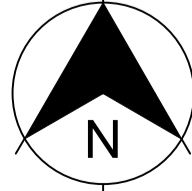
**SYDNEY  
SCIENCE PARK**  
CELESTINO

Scale



0 50 100 150 200 250m  
SCALE 1:2500 @A1

North



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Enspire Solutions Pty Ltd  
205/275 Alfred Street N, North Sydney NSW 2060  
ABN: 71 624 801 690  
Phone: 02 9922 6135

Project  
SYDNEY SCIENCE PARK  
LUDDENHAM ROAD METRO STATION USP

Title  
SEPP (WSA) 2020 BOUNDARY  
WITH PRECINCT PLAN

Scale  
1:2500  
Date  
21/01/2021  
Size  
A1  
Datum  
GDA 94

Status  
**FOR INFORMATION ONLY**  
NOT TO BE USED FOR CONSTRUCTION

Project Number/Drawing Number  
**180001-SK-USP-0002**

Revision  
**3**

## APPENDIX P

### Preliminary Grading of Undisturbed Soil Network Roads

**LEGEND**

- UNDISTURBED SOIL NETWORK (USN)
- INTERFACE ZONE. REFER TYPICAL SECTION ON DRG 180001-SK-0297
- DEVELOPABLE AREA
- 1% AEP FLOOD EXTENT (EXISTING)
- EXISTING CREEK
- SYDNEY SCIENCE PARK BOUNDARY



**NOTES**

- UNDISTURBED SOIL NETWORK (USN) SHOWN IS APPROXIMATE BASED ON DRAFT NORTHERN GATEWAY URBAN DESIGN AND LANDSCAPE REPORT, WESTERN SYDNEY PLANNING PARTNERSHIP, OCTOBER 2020.
- ROAD HORIZONTAL GEOMETRY AND LAYOUT IS INDICATIVE ONLY AND MAY NOT COMPLY WITH INDUSTRY GUIDELINES AND STANDARDS FOR SAFETY AND/OR OPERATION.

REV.	DATE	DESCRIPTION	DRN.	DES.	VERIF.	APPD.
3	22/01/2021	ISSUED FOR INFORMATION	EZ	SHH	SHH	
2	20/01/2021	ISSUED FOR INFORMATION	EZ	SHH	SHH	
1	22/12/2020	ISSUED FOR INFORMATION	SHH	SHH	AD	

Client

**SYDNEY SCIENCE PARK**

CELESTINO

Scale

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SCALE 1:5000 @A1

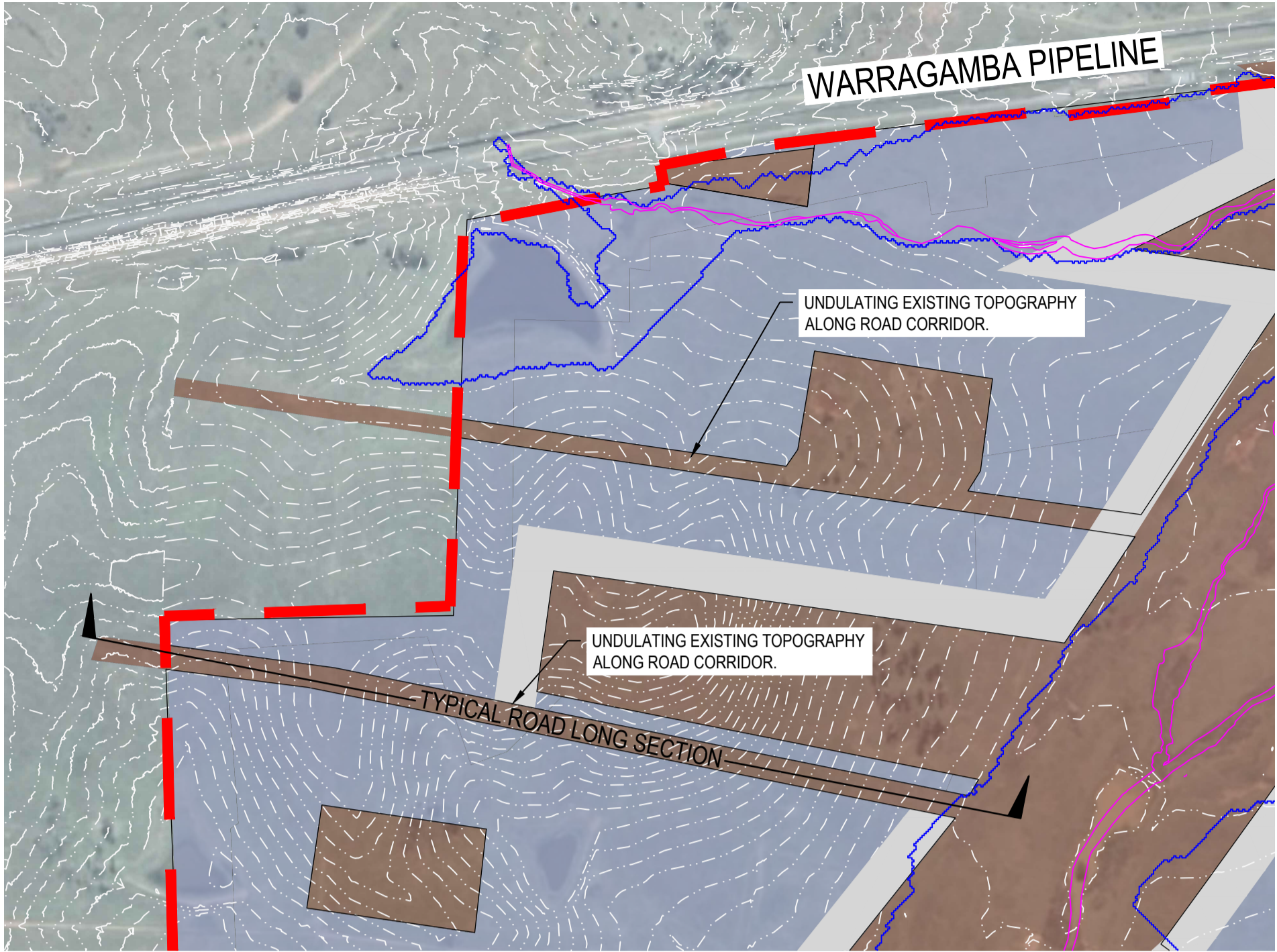
North

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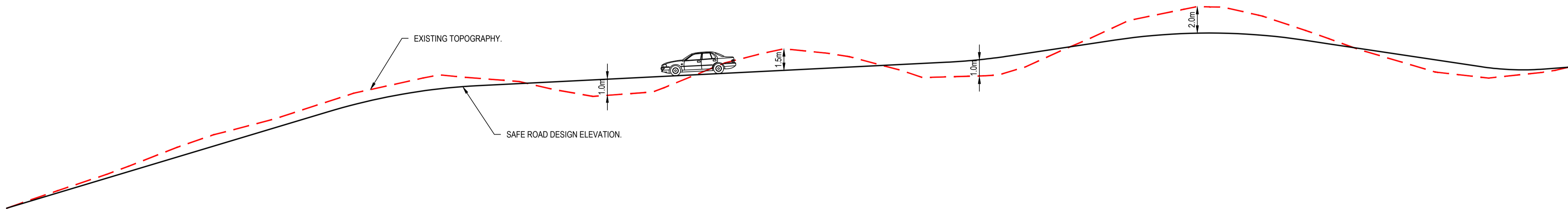
Enspire Solutions Pty Ltd  
205/275 Alfred Street N, North Sydney NSW 2060  
ABN: 71 624 801 690  
Phone: 02 9922 6135

Project SYDNEY SCIENCE PARK 565-609 LUDDENHAM ROAD, LUDDENHAM	Scale 1:5000 Date 22/12/2020 Size A1 Datum GDA 94	Status <b>FOR INFORMATION ONLY</b> NOT TO BE USED FOR CONSTRUCTION	Project Number/Drawing Number <b>180001-SK-0296</b>	Revision <b>3</b>
---	--	--	--	----------------------



TYPICAL UNDULATING TOPOGRAPHY PLAN

SCALE 1:5000



TYPICAL ROAD LONG SECTION

N.T.S

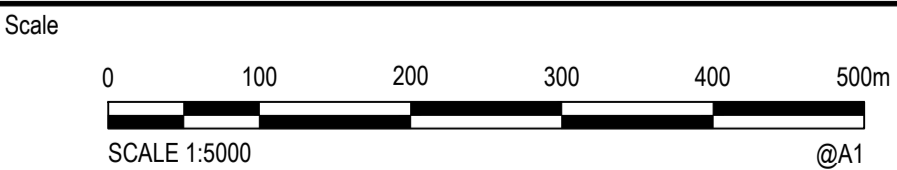
NOTE:  
SECTION REPRESENTS A USN NOMINATED ROAD WHERE THE EXISTING  
TOPOGRAPHY REQUIRES DISTURBANCE TO ACHIEVE SAFE DRIVING CONDITIONS.

REV.	DATE	DESCRIPTION	DRN.	DES.	VERIF.	APPD.
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1	22/12/2020	ISSUED FOR INFORMATION	SHH	SHH		AD

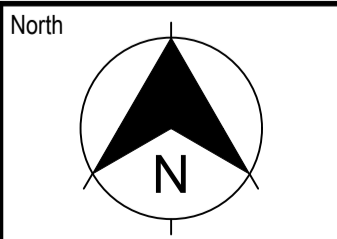
Client

 **SYDNEY SCIENCE PARK**

 **CELESTINO**



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205/275 Alfred Street N, North Sydney NSW 2060  
ABN: 71 624 801 690  
Phone: 02 9922 6135

Project	SYDNEY SCIENCE PARK 565-609 LUDDENHAM ROAD, LUDDENHAM
Title	WSA USN ROADS SECTIONS SHEET 02

Scale	AS SHOWN
Date	22/12/2020
Size	A1
Datum	GDA 94

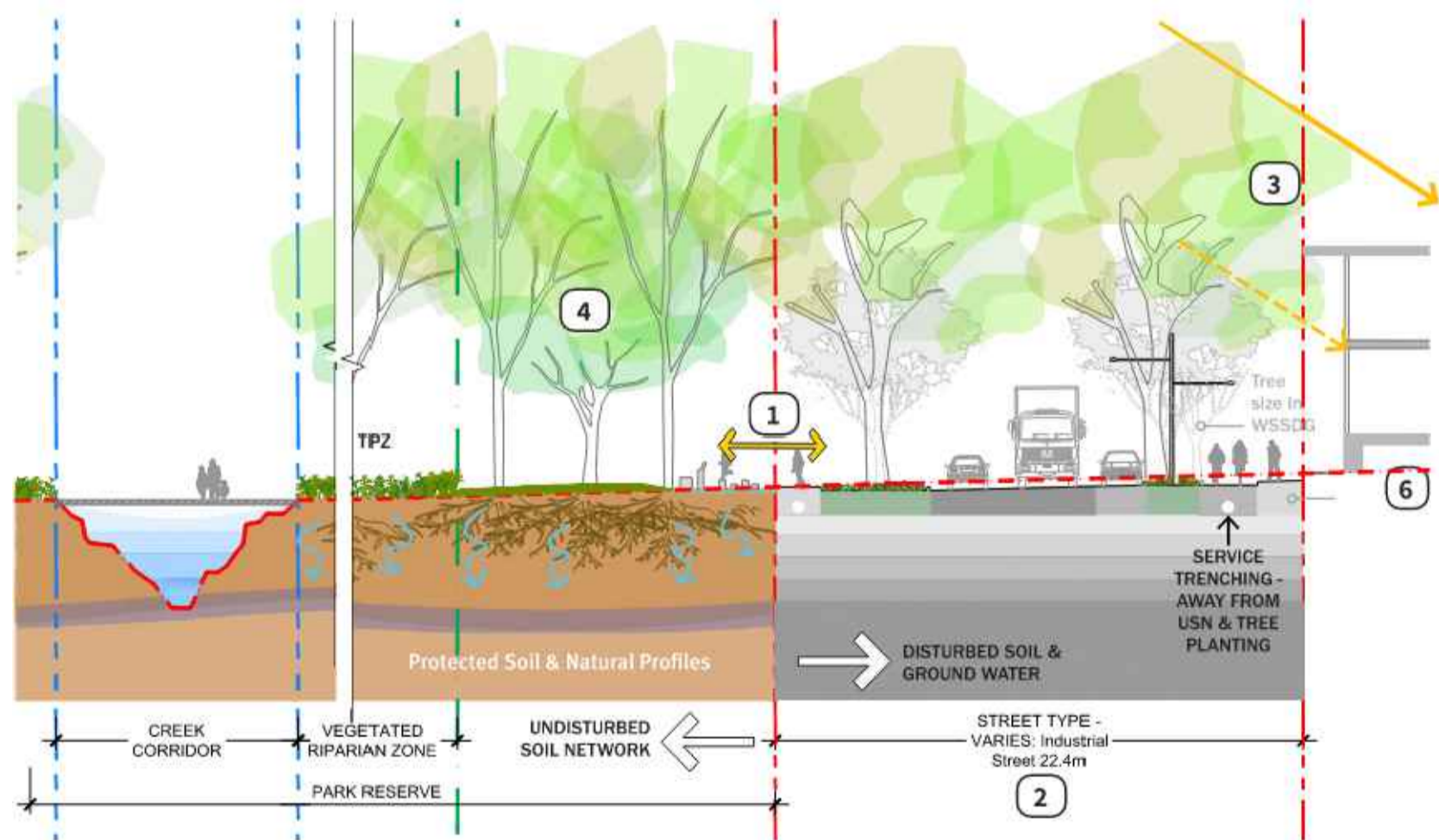
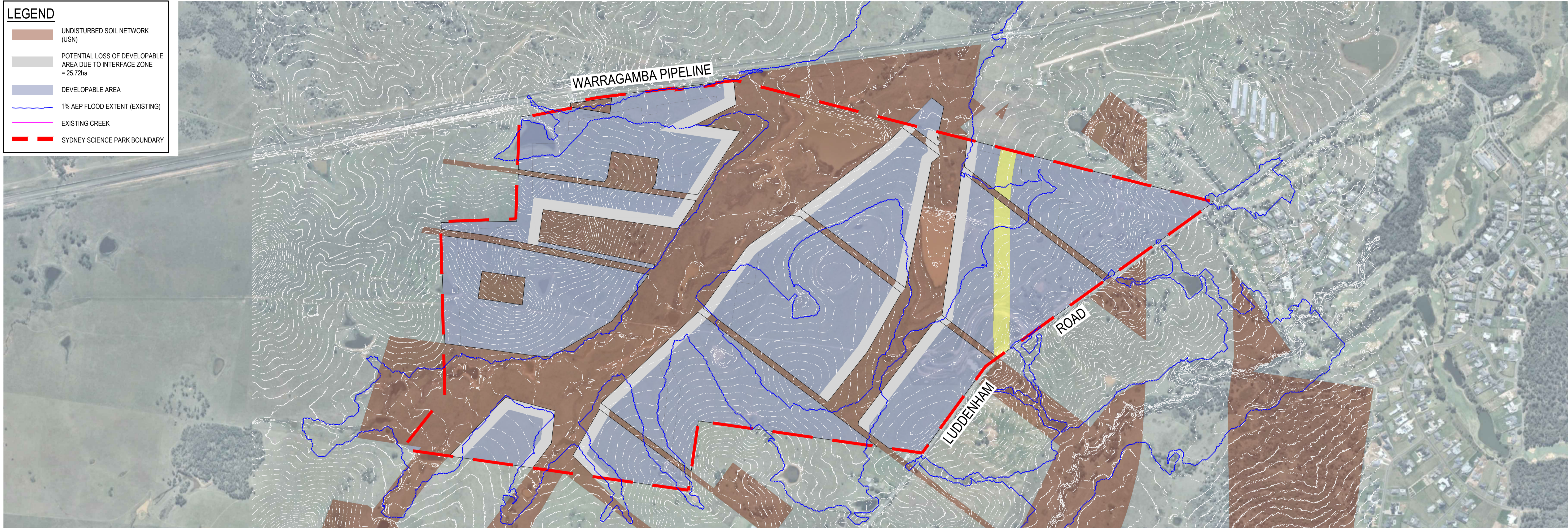
Status	<b>FOR INFORMATION ONLY</b> NOT TO BE USED FOR CONSTRUCTION	
Project Number/Drawing Number	180001-SK-0298	Revision
		2

## APPENDIX Q

### Undisturbed Soil Network Riparian Corridors Interface

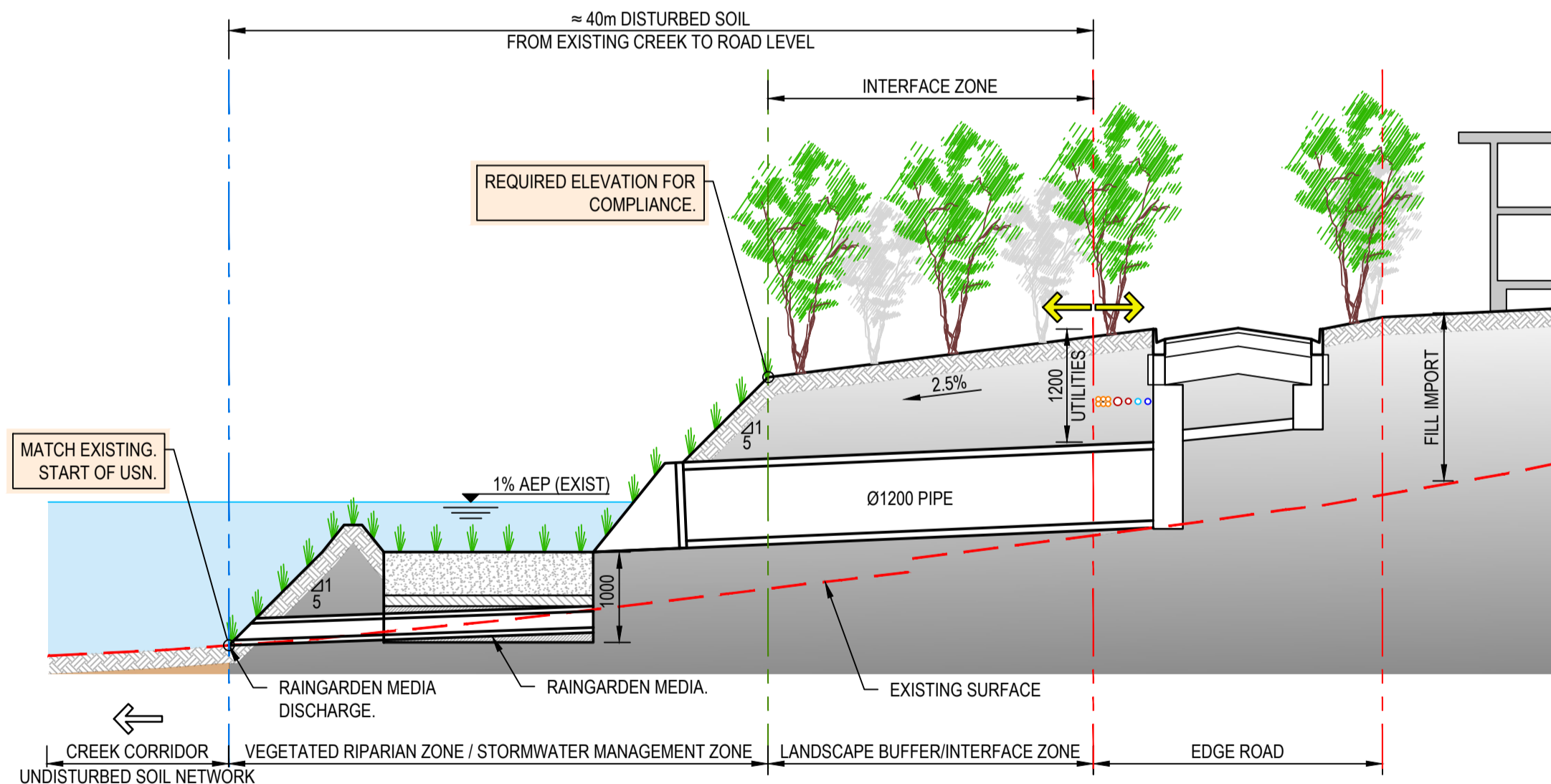
**LEGEND**

- UNDISTURBED SOIL NETWORK (USN)
- POTENTIAL LOSS OF DEVELOPABLE AREA DUE TO INTERFACE ZONE = 25.72ha
- DEVELOPABLE AREA
- 1% AEP FLOOD EXTENT (EXISTING)
- EXISTING CREEK
- SYDNEY SCIENCE PARK BOUNDARY



**CONCEPT**  
**USN AT RIPARIAN INTERFACE**  
N.T.S

NOTE:  
CONCEPT IS AN EXTRACT FROM THE DRAFT NORTHERN GATEWAY URBAN DESIGN AND LANDSCAPE REPORT, WESTERN SYDNEY PLANNING PARTNERSHIP, OCTOBER 2020.



**ACTUAL**  
**USN AT RIPARIAN INTERFACE**  
N.T.S

NOTE:  
SECTION DERIVED FROM THE DRAFT URBAN DESIGN AND LANDSCAPE REPORT APPLYING INDUSTRY COMPLIANCE REQUIREMENTS FOR FLOODING, RAINGARDEN DESIGN, STORMWATER CONVEYANCE AND UTILITY DESIGN.

- NOTES**
- UNDISTURBED SOIL NETWORK (USN) SHOWN IS APPROXIMATE BASED ON DRAFT NORTHERN GATEWAY URBAN DESIGN AND LANDSCAPE REPORT, WESTERN SYDNEY PLANNING PARTNERSHIP, OCTOBER 2020.
  - ROAD HORIZONTAL GEOMETRY AND LAYOUT IS INDICATIVE ONLY AND MAY NOT COMPLY WITH INDUSTRY GUIDELINES AND STANDARDS FOR SAFETY AND/OR OPERATION.

REV.	DATE	DESCRIPTION	DRN	DES.	VERIF.	APPD.
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4	11/03/2021	ISSUED FOR INFORMATION	EZ	SHH		SHH
3	22/01/2021	ISSUED FOR INFORMATION	EZ	SHH		SHH
2	20/01/2021	ISSUED FOR INFORMATION	EZ	SHH		SHH
1	22/12/2020	ISSUED FOR INFORMATION	SHH	SHH		AD



Scale

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SCALE 1:7500 @A1

North

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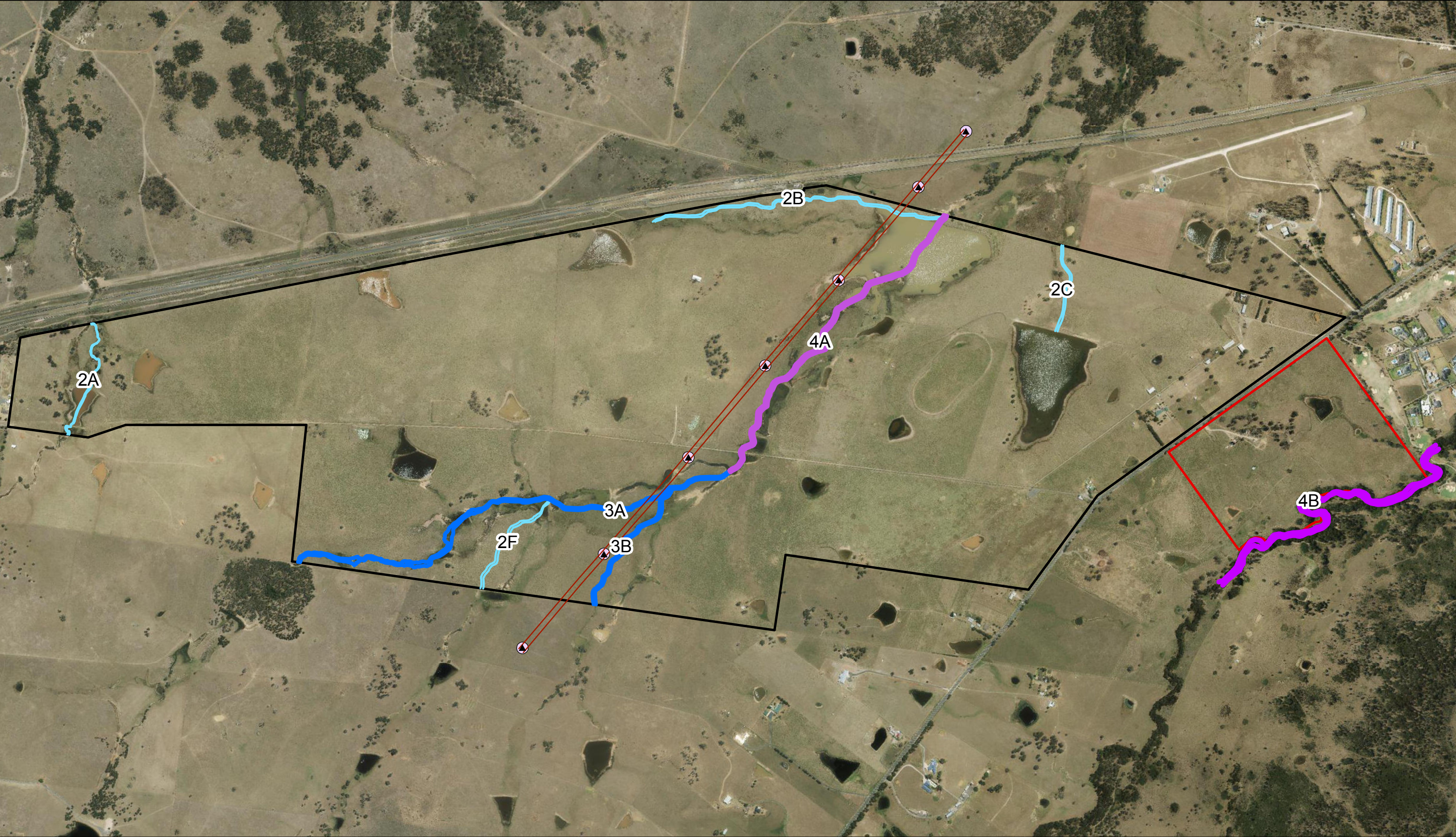
**enspire**

Enspire Solutions Pty Ltd  
205/275 Alfred Street N, North Sydney NSW 2060  
ABN: 71 624 801 690  
Phone: 02 9922 6135

Project SYDNEY SCIENCE PARK 565-609 LUDDENHAM ROAD, LUDDENHAM	Scale 1:7500 Date 22/12/2020	Status <b>FOR INFORMATION ONLY</b> NOT TO BE USED FOR CONSTRUCTION
Title WSA USN ROADS PLAN	Size A1 Datum GDA 94	Project Number/Drawing Number <b>180001-SK-0296</b> Revision <b>5</b>

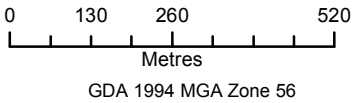
## APPENDIX R

### NRAR Endorsed Creeks Plan



- Legend**
- Sydney Science Park
  - Eastern Lot
  - Stanchion tower
  - Powerline corridor
  - Stanchion tower buffer (20m)

- Final creek existence**
- Strahler Stream Order
- 2nd order
  - 3rd order
  - 4th order



## APPENDIX S

### Aboriginal Heritage and AHIPs



**Kelleher  
Nightingale Consulting Pty Ltd**  
ABN 26 120 187 671 ACN 120 187 671

Level 10  
25 Bligh St  
Sydney NSW 2000  
p 02 9232 5373  
f 02 9232 5316

17 March 2020

Andrew Jennings  
Celestino Pty Limited  
642 Great Western Highway  
Pendle Hill NSW 2145

Dear Andrew

**RE. Completion of Archaeological Fieldwork  
Sydney Science Park  
Aboriginal Heritage Impact Permit C0003861**

Kelleher Nightingale Consulting confirms that all archaeological fieldwork is complete for archaeological sites RPS LTPAS01 (AHIMS 45-5-4189), SSP 1 (AHIMS 45-5-4707), SSP 3 (AHIMS 45-5-4709) and SSP 4 (AHIMS 45-5-4922) in accordance with AHIP C0003861 - Operational Conditions 7, 8, 9, 11, 12, 13, 14, 15, 17 and 19.

All conditions related to the excavation of Aboriginal objects within sites RPS LTPAS01, SSP 1, SSP 3 and SSP 4 within the AHIP boundary are satisfied. No further mitigation is required for sites RPS LTPAS01, SSP 1, SSP 3 and SSP 4 within the AHIP boundary.

If you have any questions, please do not hesitate to contact me on 02 9232 5373.

Yours sincerely

Dr Matthew Kelleher  
Director/Archaeologist  
Kelleher Nightingale Consulting Pty Ltd

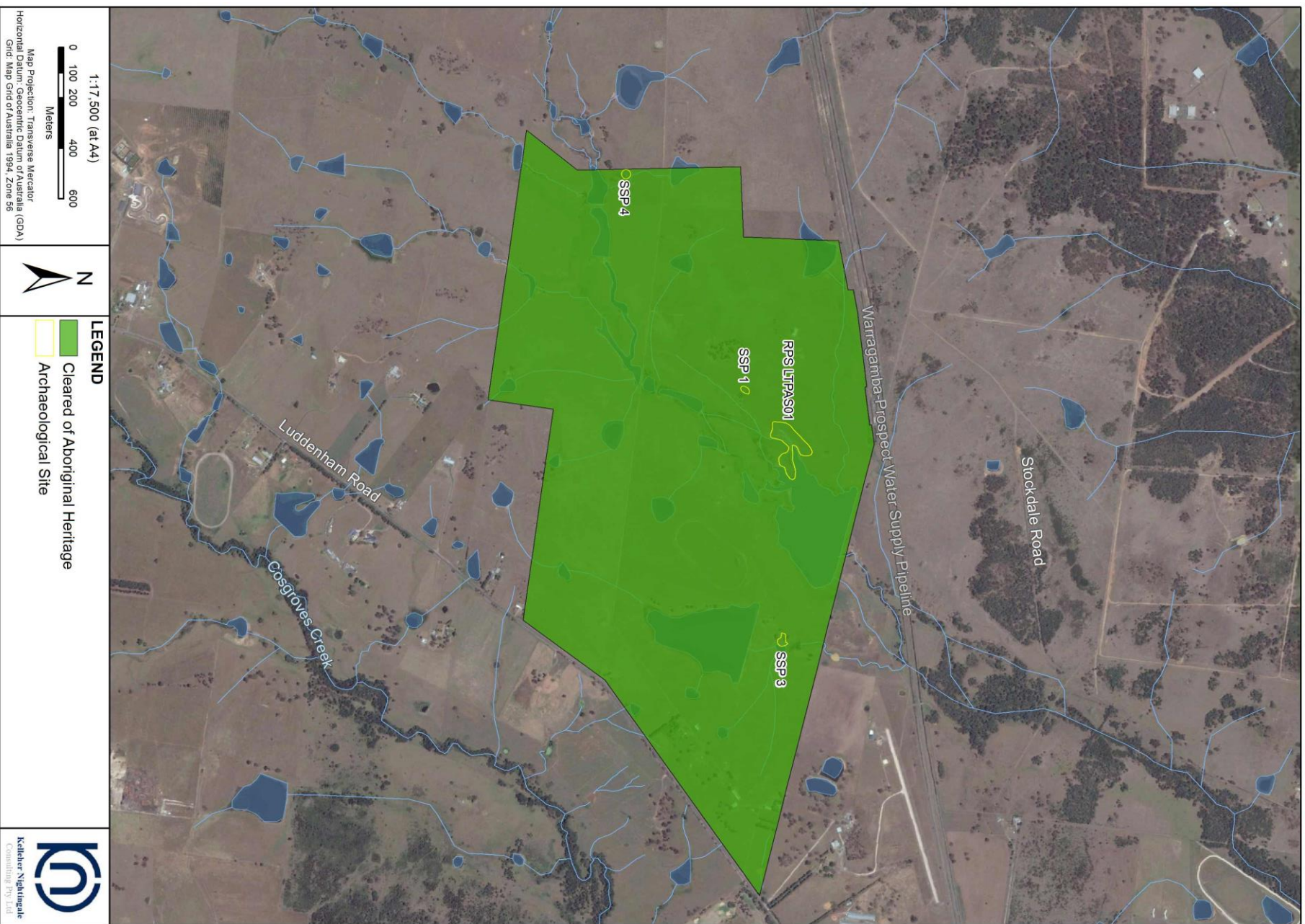


Figure 1. Area cleared of Aboriginal heritage (AHP C0003861 Area)

# **Aboriginal Heritage Impact Permit**

Section 90 of the National Parks and Wildlife Act 1974



**Office of  
Environment  
& Heritage**

**AHIP number: C0003861**

(AHIMS Permit ID: 4302)

## **AHIP Issued To:**

Celestino Developments SSP Pty Ltd  
642 Great Western Highway  
Pendle Hill, NSW 2145  
Australia

## **OEH Office issuing this AHIP**

Office of Environment and Heritage  
Communities and Greater Sydney Delivery  
Greater Sydney Branch  
PO Box 644  
PARRAMATTA NSW 2124  
Telephone number: (02) 8837 6000  
Email: [gs.ach@environment.nsw.gov.au](mailto:gs.ach@environment.nsw.gov.au)

## **Additional details for public register**

a) Name of development or project	Sydney Science Park (integrated mixed-use development)
b) Location	565-609 Luddenham Road, Luddenham
c) Local Government Area(s)	Penrith Local Government Area
d) Description of harm authorised	<ul style="list-style-type: none"><li>• Salvage excavations</li><li>• Harm to certain Aboriginal objects through the proposed works</li></ul>
e) AHIP commencement date and duration	<i>Commencement:</i> 23 July 2018 <i>Duration:</i> 10 years

## AHIP TO HARM ABORIGINAL OBJECTS

### A. Background

- (i) On 1 May 2018 an application was made to the Chief Executive of the Office of Environment and Heritage (OEH) for an Aboriginal Heritage Impact Permit (AHIP) pursuant to s.90 of the *National Parks and Wildlife Act 1974* (the Act).
- (ii) Celestino Developments SSP Pty Ltd (Celestino) propose to develop a portion of land within the Western Sydney Priority Growth Area at Luddenham in western Sydney. The development is known as Sydney Science Park. This consists of a large mixed-use development of employment, education, retail and residential spaces.
- (iii) This AHIP is for salvage excavation and harm through the proposed development works.
- (iv) Test excavation conducted under the *Code of Practice for Archaeological Investigation of Aboriginal Objects in New South Wales* identified Aboriginal objects in the proposed development area.
- (v) The proposed activities will harm Aboriginal objects in the following AHIMS sites:
  - 1. 45-5-4189 (RPS LTPAS01)
  - 2. 45-5-4707 (SSP 1)
  - 3. 45-5-4709 (SSP 3)
  - 4. 45-5-4922 (SSP 4)
- (vi) The proposed mitigation measure consists of salvage excavation of two sites (45-5-4189 and 45-5-4709).
- (vii) Consultation has been conducted in-line with the DECCW (2010) Aboriginal Cultural Heritage Consultation Requirements for Proponents 2010, and in accordance with subclause 80C of the National Parks and Wildlife Regulation 2009.
- (viii) OEH considered the application and supporting information provided, and matters under section 90K of the Act and decided to issue an AHIP subject to conditions.

### B. AHIP issued subject to conditions

An AHIP is issued to harm Aboriginal objects identified in Schedules B and C, in accordance with the conditions of this AHIP.

This AHIP is issued pursuant to section 90 of the Act.

### C. Commencement and duration of AHIP

This AHIP commences on the date it is signed unless otherwise provided by this AHIP.

Unless otherwise revoked in writing, this AHIP remains in force for:

- (i) 10 years from the date of commencement.

### D. Proposed Works

The proposed works consist of a mixed-use development known as Sydney Science Park. This includes the construction of a new town centre, school and infrastructure for research, education, employment, retail and residential development. Associated infrastructure includes water and wastewater services and other utilities as well as the development of a road network. The study area is approximately 287 hectares in size. The Master Plan is attached at Appendix B.

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**Note:** A Dictionary at the end of the AHIP defines terms used in this document. Further information about this AHIP is also set out after the Dictionary.

..... *S. Harrison* .....

Susan Harrison

Senior Team Leader Planning

Greater Sydney Branch

by Delegation)

DATED:

23/07/18

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LAND TO WHICH THIS AHIP APPLIES

The land to which this AHIP applies consists of lot 201, DP 1152191 and part Lot 202, DP 1152191, as shown in Figure 1.

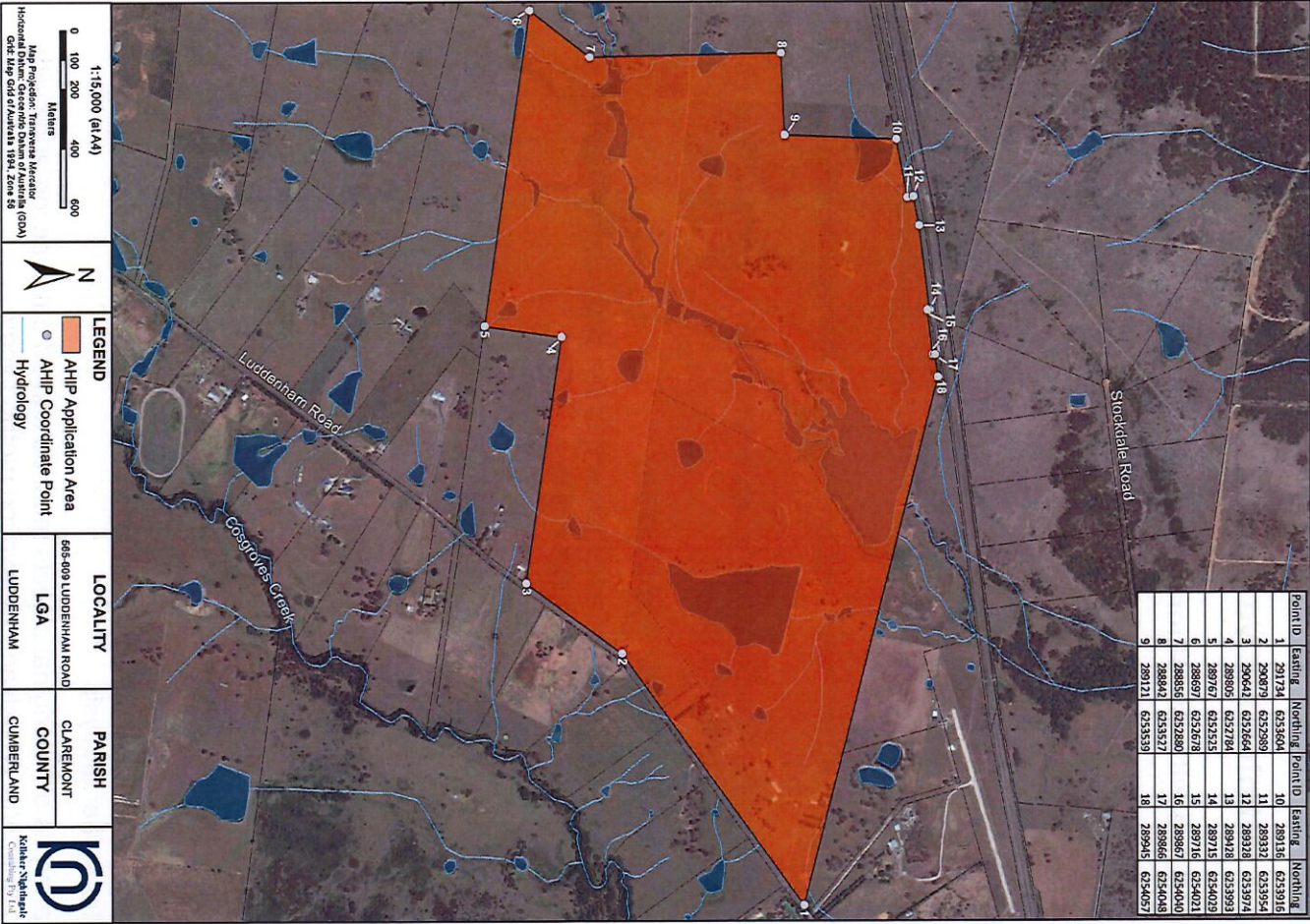


Figure 1 AHIP application area (KNC ACHAR 2018 p. 24)

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## CONDITIONS

The conditions of this AHIP specify the actions that are permitted and/or required in relation to areas and Aboriginal objects, which are detailed in the Schedules that follow.

### Administrative Conditions

#### Responsibility for compliance with conditions of AHIP

1. The AHIP holder must ensure that all persons involved in actions or works covered by this AHIP (whether employees, contractors, sub-contractors, agents or invitees) are made aware of and comply with the conditions of this AHIP.

#### Project manager to oversee the actions relating to this AHIP

2. A suitably qualified and experienced individual must be appointed as a project manager who is responsible for overseeing, for and on behalf of the AHIP holder, all the actions relating to this AHIP.
3. The individual appointed as project manager must be the project manager nominated in the application form.
4. If an alternative to the nominated project manager is appointed, OEH must be notified of their contact details within **14 days** of this appointment.

#### Actions must be in accordance with AHIP application

5. All actions on the land must be carried out in accordance with the application except as otherwise expressly provided by a condition of this AHIP.

### Operational Conditions

#### Certain Aboriginal objects must not be harmed

6. All human remains in, on or under the land must not be harmed, other than any human remains identified in Schedule B4.

#### Salvage excavations

7. Salvage excavations may be carried out in, on or under each salvage excavation area described in Schedule B2.
8. Aboriginal objects that are recovered during the excavations may be analysed on-site and/or may be taken off-site for further analysis.
9. The excavations and analysis of Aboriginal objects must be carried out in accordance with the method detailed in Appendix A: Salvage excavation methodology
10. The excavations must be completed in an area before any harm of Aboriginal objects described in Schedule C can commence in that same area.

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## Harm of certain Aboriginal objects through the proposed works

11. The Aboriginal objects described in Schedule C may be harmed. Nothing in this condition authorised harm to Aboriginal objects described in Schedule A (whether human remains, Aboriginal objects or 'no-harm areas').
12. Aboriginal objects described in Schedule C must not be harmed unless:
  - (a) all excavations described in Schedule B2 have been completed in the area.

## Temporary storage of certain Aboriginal objects

13. Any Aboriginal objects that are removed from the land by actions authorised by this AHIP, must be moved as soon as practicable to the temporary storage location in the table below, pending any agreement reached about the long term management of the Aboriginal objects.
14. The temporary storage location is as follows:

<b>Location name:</b>	Kelleher Nightingale Consulting Pty Ltd offices
<b>Address:</b>	Level 10, 25 Bligh Street, Sydney NSW 2000
<b>Storage particulars:</b>	Secure storage location in locked office

15. Any Aboriginal objects stored at the temporary storage location must not be further harmed, except in accordance with the conditions of this AHIP.

## Long term management of certain Aboriginal objects

16. Aboriginal objects that were collected as a result of the test excavation and salvage excavation programs must be lodged with the **Australian Museum, 6 College Street, Sydney NSW 2010.**

## Notification and Reporting Conditions

### Notification of commencement and completion of actions

17. Written notice must be provided to the OEH office at least **7 days** prior to the commencement of actions authorised by this AHIP.
18. Written notice must be provided to the OEH office within **7 days** of the completion of actions authorised by this AHIP.

### Copy of this AHIP and notices to be provided to Registered Aboriginal Parties

19. A copy of this AHIP must be provided to each Registered Aboriginal Party, within **14 days** of receipt of the AHIP from OEH.
20. Where this AHIP is varied or transferred, a copy of the AHIP variation or transfer notice must be provided to each Registered Aboriginal Party, within **14 days** of receipt of the notice.

## Human remains

21. If any human remains (other than any human remains described in Schedule B4) are discovered and/or harmed in, on or under the land, the AHIP holder must:
  - (a) not further harm these remains

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- (b) immediately cease all work at the particular location
- (c) secure the area so as to avoid further harm to the remains
- (d) notify the local police and OEHS Environment Line on 131 555 as soon as practicable and provide any available details of the remains and their location, and
- (e) not recommence any work at the particular location unless authorised in writing by OEHS.

## Incidents which may breach the Act or AHIP

22. The AHIP holder must notify the OEHS office in writing as soon as practicable after becoming aware of:
- (a) any contravention of s.86 of the Act not authorised by an AHIP, and/or
  - (b) any contravention of the conditions of this AHIP.

## Reports about incidents which may breach the Act or AHIP

23. Where OEHS suspects that an incident has occurred which may have breached the Act or AHIP, OEHS may request a written incident report, which includes the following:
- (a) the nature of the incident
  - (b) the actual or likely impact of the incident on Aboriginal objects and/or Aboriginal places
  - (c) the nature and location of these Aboriginal objects and/or Aboriginal places, referring to and providing maps and photos where appropriate
  - (d) any conditions of an AHIP which may have been breached, and
  - (e) the measures which have been taken or will be taken to prevent a recurrence of the incident.
24. The incident report must be provided to the OEHS office within the timeframe specified in the request.

## Provision of Aboriginal Site Impact Recording Form

25. An Aboriginal Site Impact Recording Form must be completed and submitted to the AHIMS Registrar, for each AHIMS site identified in Schedules B and C, within **4 months** of the completion of the actions authorised by this AHIP.

### Note:

- (i) The Aboriginal Site Impact Recording Form can be found on the OEHS website: <http://www.environment.nsw.gov.au/licences/DECCAHISSiteRecordingForm.htm>
- (ii) Contact details for the AHIMS Registrar can be found on the OEHS website: <http://www.environment.nsw.gov.au/contact/AHIMSSiteRegistrar.htm>

## Report about harm to Aboriginal objects (Salvage Excavation Report)

26. A Salvage Excavation Report must be prepared about the actions relating to the harm of Aboriginal objects (as permitted by this AHIP). The report must:
- (a) include a short summary of the report
  - (b) describe any ongoing consultation with or involvement of representatives of Registered Aboriginal Parties in relation to this AHIP
  - (c) provide a description of the methods and results of the salvage excavation
  - (d) detail the results of any analysis of Aboriginal objects
  - (e) comment on the effectiveness of any mitigation measures that were implemented

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- (f) if any Aboriginal objects were moved to a temporary storage location, a description of the nature and types of Aboriginal objects which are now at that location
  - (g) detail the long term management arrangements for any Aboriginal objects, and
  - (h) include a statement confirming that all Aboriginal Site Impact Recording Forms have been completed and submitted to the AHIMS Registrar.
27. The Salvage Excavation Report must be submitted to the OEH office within **6 months** of the completion of the actions authorised by this AHIP.
28. A copy of the Salvage Excavation Report, including a summary of the report in plain English, must be sent by registered post to each Registered Aboriginal Party within **14 days** of the report being submitted to OEH

## General Conditions

### Indemnity

29. The AHIP holder agrees to indemnify and keep indemnified, the Crown in right of NSW, the Minister administering the Act, the Chief Executive of OEH, and their employees, agents and contractors, in the absence of any wilful misconduct or negligence on their part, from and against all actions, demands, claims, proceedings, losses, damages, costs (including legal costs), charges or expenses suffered or incurred by them resulting from:
- (a) any damage or destruction to any real or personal property; and
  - (b) injury suffered or sustained (including death) by any persons arising out of or in connection with any actions undertaken pursuant to this AHIP.

### Release

30. The AHIP holder agrees to release to the full extent permitted by law, the Crown in right of NSW, the Minister administering the Act, the Chief Executive of OEH, and their employees, agents and contractors, in the absence of any wilful misconduct or negligence on their part, from all suits, actions, demands and claims of every kind resulting from:
- (a) any damage or destruction to any real or personal property; and
  - (b) injury suffered or sustained (including death) by any persons arising from or in connection with any actions undertaken pursuant to this AHIP.

### Written notice

31. Any requirement to provide written notice to the OEH office in this AHIP may be complied with by faxing the notice to the OEH office's fax number or by sending by registered post to the OEH office's address. The OEH office's contact details are specified at the front of this AHIP.

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## SCHEDULES

The following schedules identify the areas and Aboriginal objects that are subject to the conditions of this AHIP.

### **Schedule A: Aboriginal objects which must not be harmed**

#### **A1 Human remains**

All human remains in, on or under the land must not be harmed, other than any human remains identified in Schedule B4, as specified by the conditions of this AHIP.

#### **A2 Aboriginal objects that are identified on AHIMS**

Not applicable

#### **A3 No-harm areas**

Not applicable

### **Schedule B: Aboriginal objects that may be harmed through the certain actions**

#### **B1 Movement only**

Not applicable

#### **B2 Salvage excavations**

Salvage excavations may be carried out in the area marked "indicative salvage areas", on Figure 2, but only in accordance with the conditions of this AHIP.

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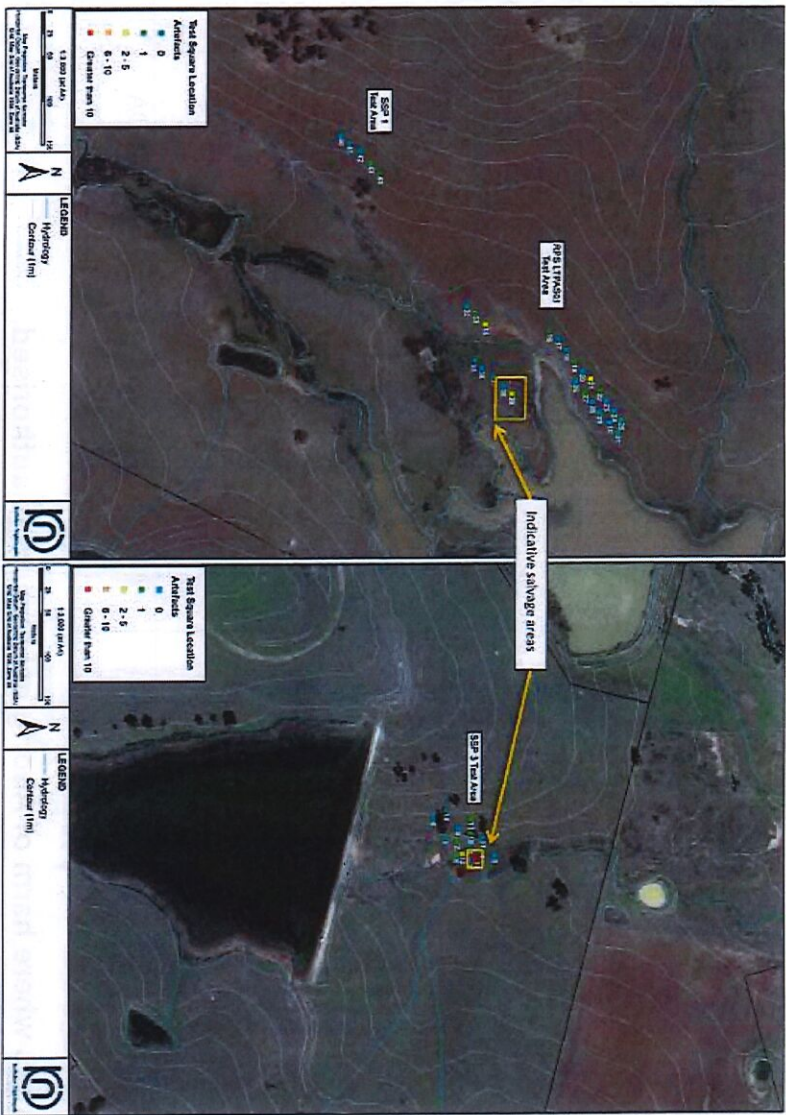


Figure 2 Indicative salvage areas at RPS LTPAS01 and SSP 3 (KNC ACHAR 2018, p. 54)

The salvage excavation area comprises the following known Aboriginal objects, as identified on AHIMS (excluding any Aboriginal objects described in Schedule A):

Portion of Site (whole or part)	AHIMS Site ID	Site Feature	Site Name	Information access restriction? (Y/N)	Easting	Northing	Datum
Whole	45-5-4189	Artefact	RPS LTPAS01	No	289952	6253747	GDA
Whole	45-5-4709	Artefact	SSP 3	No	290685	6253669	GDA

**B3 Community collection**

Not applicable

**B4 Other**

Not applicable

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## Schedule C: Aboriginal objects which may be harmed through the proposed works

The Aboriginal objects described in this schedule may be harmed, but only in accordance with the conditions of this AHIP (excluding any Aboriginal objects described in Schedule A).

### C1 Harm of Aboriginal objects identified on AHIMS

Portion of Site (whole or part)	AHIMS Site ID	Site Feature	Site Name	Information access restriction? (Y/N)	Easting	Northing	Datum
Whole	45-5-4189	Artefact	RPS LTPAS0 1	No	289952	6253747	GDA
Whole	45-5-4707	Artefact	SSP 1	No	289702	6253505	GDA
Whole	45-5-4709	Artefact	SSP 3	No	290685	6253669	GDA
Whole	45-5-4922	Artefact	SSP 4	No	288806	6253042	GDA

### C2 Areas where harm of Aboriginal objects is authorised

All Aboriginal objects in, on or under the land which is identified in Figure 1: AHIP application area.

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## DICTIONARY

In this AHIP, unless the contrary is indicated the terms below have the following meanings:

<b>Aboriginal object</b>	has the same meaning as in the Act.
<b>Act</b>	means the <i>National Parks and Wildlife Act 1974</i> .
<b>AHIMS</b>	means the Aboriginal Heritage Information Management System maintained by OEH, as defined in s.90Q of the Act.
<b>AHIP</b>	means Aboriginal Heritage Impact Permit
<b>AHIP holder</b>	means the entity or person listed on the cover page under the heading "AHIP issued to".
<b>Application</b>	means the completed application form and all other documents in written or electronic form which accompanied the application when it was lodged or which were subsequently submitted in support of the application.
<b>Community collection</b>	means the collection of Aboriginal objects by one or all Registered Aboriginal Parties or their representatives.
<b>Community collection area</b>	means an area described as a community collection area in Schedule B3
<b>Harm</b>	has the same meaning as in the Act. In relation to Aboriginal objects, harm means the movement, damage, defacement and/or destruction of Aboriginal objects. In relation to an Aboriginal place, harm means the damage, defacement and/or destruction of the Aboriginal place.
<b>Land</b>	means the land described under the heading "Land to which this AHIP applies".
<b>No-harm areas</b>	means those areas described in Schedule A3.
<b>OEH</b>	Office of Environment and Heritage (NSW).
<b>OEH office</b>	means the office listed on the cover page of this AHIP.
<b>Proposed works</b>	means the works described under the heading "D. Proposed Works" at the front of this AHIP.
<b>Public register</b>	means the public register established under s.188F of the Act, that contains details of AHIPs issued by the Chief Executive of OEH, as described under the heading "Information about this AHIP".
<b>Registered Aboriginal Parties</b>	means the Registered Aboriginal Parties listed in the application.
<b>Salvage excavation</b>	means an archaeological excavation carried out in accordance with the methodology accompanying the application, as modified by the conditions of this AHIP. The purpose of salvage excavation is to recover a sample of Aboriginal objects as an archival record of Aboriginal life from a site that will be destroyed.
<b>Salvage excavation area</b>	means any area described as a salvage excavation area in Schedule B2.
<b>Test excavation</b>	means an archaeological excavation carried out in accordance with

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methodology accompanying the application, as modified by the conditions of this AHIP. The purpose of test excavation is to collect a sample of Aboriginal objects, in order to establish the nature and extent of sub-surface Aboriginal objects and to assist in the assessment of management options for the site.

## Test excavation area

means any area described as a test excavation area in Schedule B2

## INFORMATION ABOUT THIS AHIP

### Public Register

Under section 188F of the Act, the Chief Executive of OEH is required to keep a public register containing the details of each AHIP issued. The details of this AHIP that will be published on the public register are outlined on the front page of this AHIP.

The public register is available online at [www.environment.nsw.gov.au](http://www.environment.nsw.gov.au)

### Appeals

Under section 90L of the Act, the AHIP holder may appeal to the Land and Environment Court if they are dissatisfied with any condition of this AHIP. The appeal must be lodged within 21 days of the date this AHIP was issued.

### Penalties for breach of the Act or AHIP condition

Significant penalties can be imposed by the Land and Environment Court for harm to an Aboriginal object or Aboriginal Place other than as authorised by a condition of an AHIP, or for a breach of an AHIP condition. OEH can also issue penalty notices for a breach of the Act or AHIP condition.

### Responsibility for obtaining all approvals and compliance with applicable laws

The AHIP holder is responsible for obtaining and complying with all approvals necessary to lawfully carry out the work referred to in this AHIP, including but not limited to development consents.

### Other relevant provisions of the *National Parks and Wildlife Act*

Newly identified Aboriginal objects must be notified to the Chief Executive of OEH under s.89A of the Act using the form available online at [www.environment.nsw.gov.au](http://www.environment.nsw.gov.au)

Stop work orders, interim protection orders and remediation directions may be issued in certain circumstances to protect Aboriginal objects or places.

### Obligation to report Aboriginal remains under Commonwealth laws

The AHIP holder may have additional obligations to report any discovery of Aboriginal remains under the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984*.

### Exercise of investigation and compliance powers

Officers appointed or authorised under the Act may exercise certain powers and functions, including the power to enter land.

### Duration of AHIP

This AHIP remains in force for the period specified in the AHIP.

### Variation of AHIP

The AHIP holder may apply to the OEH office for a variation of any conditions of an AHIP, using the AHIP variation application form available online at [www.environment.nsw.gov.au](http://www.environment.nsw.gov.au). Requests for significant variations must be accompanied by evidence of further consultation with Registered Aboriginal Parties and may include payment of fees.

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The conditions of an AHIP may be varied at any time by the Chief Executive of OEH in order to correct a typographical error or to resolve an inconsistency between conditions. The AHIP holder may appeal a decision of the Chief Executive of OEH to vary the conditions of the AHIP.

## Transfer of AHIP

The AHIP holder may apply to transfer this AHIP to another person by using the AHIP transfer application form available online at [www.environment.nsw.gov.au](http://www.environment.nsw.gov.au).

## Surrender of AHIP

The AHIP holder may apply to surrender this AHIP by using the AHIP surrender application form available online at [www.environment.nsw.gov.au](http://www.environment.nsw.gov.au). The surrender must be approved by the Chief Executive of OEH and may be subject to conditions.

## Suspension and revocation of AHIP

An AHIP may be suspended or revoked at any time at the discretion of the Chief Executive of OEH. Prior to suspending or revoking the AHIP, the AHIP holder will be given notice and an opportunity to make submissions. The AHIP holder will be notified in writing of the final decision. The AHIP holder may appeal a decision to revoke the AHIP.

## Entry to land

An AHIP does not automatically entitle its holder to enter land for the purpose of conducting work related to the AHIP. The AHIP holder is responsible for obtaining permission to enter land from the owner and/or occupier of the land.

## Disclosure of information pursuant to lawful requirement

This AHIP does not prevent the disclosure of any information or document in OEH's possession in accordance with any lawful requirement.

## Making copies of reports

By providing a report, the AHIP holder acknowledges that OEH can use the information in that report to inform its regulatory functions, note details of that report in AHIMS and include a copy of the report in its library which may be available to members of the public.

OEH is able to make copies of any reports provided to OEH under this AHIP.

## APPENDIX A: Salvage Excavation Methodology

Sydney Science Park Development, Luddenham NSW: Cultural Heritage Assessment Report

April 2018

### Appendix D Salvage Excavation Methodology

#### Methodology

##### Research Aims

The main aims of the proposed salvage excavation program are:

- ♦ To salvage a representative sample of the identified archaeological sites prior to development impact.
- ♦ To analyse the salvaged archaeological material to gain and conserve knowledge and understanding of the scientific and cultural information exhibited by the activities associated with landforms along lower to middle order tributaries of South Creek which display accumulative site formation processes
- ♦ To use the excavation results to gain insight into the subsurface archaeology of the adjacent areas not being impacted by the proposal. This would increase future educational opportunities and allow more informed management of Aboriginal heritage.

The further scientific aim of the salvage excavation program would be to determine the subsurface integrity, extent, spatial distribution and nature of the cultural deposit and the specific types of associated archaeological/cultural activities.

- ♦ Determining the integrity of the deposit involves assessing the degree of disturbance which is present.
- ♦ Determining the statistical extent of the sites and/or activity areas involves identifying the boundaries associated with the identified archaeological deposit.
- ♦ Assessing the spatial distribution involves identifying the presence/absence of archaeological material across the identified archaeological sites.
- ♦ The nature of the sites refers to the type of activities indicated by the artefactual material (e.g. primary production, domestic knapping, hunting camps). The goal would be to retrieve entire assemblages from specific activities if such activities were present.
- ♦ Retrieved assemblages would be compared with the results from other relevant archaeological projects in order to contextualise the recovered information and assess significance.

#### Research Questions

The results of the proposed salvage excavation would increase our understanding of subsurface archaeology of the study area. In particular, research would focus on the creek margins addressing questions about past activity events and survivability of the deposit. Understanding how flooding and erosion impact on archaeological sites is still relatively poorly developed on the Cumberland Plain, yet findings from these locations are becoming increasingly important in interpreting the flow of archaeology within a landscape. Early identification of high value archaeological deposit assists the planning process and potentially increases conservation outcomes. Research thus far indicates that archaeological objects located within homogenised alluvial soils are in a secondary context and have only limited scientific value (regardless of the quantity of objects) (Kelleher and Barham 2006).

The environmental context of the moderate-significance sites in the study area generally accord with regional archaeological landscape models, being located close to watercourses. Where the Sydney Science Park sites differ, however, is due to their positioning in the landscape. While regional archaeological trends have consistently identified elevated landforms along watercourses as archaeologically sensitive, deposits within the lower-lying creekflats below the flood margins are generally heavily disturbed. While objects may be present in these areas they are generally devoid of the archaeological context which gives them meaning. Aboriginal people would have frequently camped in close proximity to watercourses, but the evidence of this landscape use has generally been destroyed by flooding or changes in hydrology post-European settlement (vegetation clearance leading to higher rates of erosion, increased channel incision and flood energy etc.).

In contrast, test excavation at both RPS LTPAS01 and SSP 3 demonstrated intact archaeological deposit retaining horizontal integrity and clear spatial associations between objects. Preservation of such archaeological context along lower-lying, flood-affected areas is relatively rare on the Cumberland Plain, especially along lower-order watercourses such as those within the study area. Soil profiles indicated some accumulation of sediments within these channels, a result of the wide and flat central open depression and its dampening action on flood energy. Stable accumulation is relatively infrequent along watercourses of the Cumberland Plain, where modern channels tend to be more deeply incised (with the concomitant higher flood energy and velocity effectively stripping objects within the channel of archaeological context).

The presence of Aboriginal objects retaining archaeological context within these low-lying landforms is noteworthy. These sites contain important information about the deposition and survivability of archaeological material within the middle reaches of the Cumberland Plain's creek system.

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Understanding this relationship between archaeology and site soils will inform the interpretation of archaeological significance, as opposed to an assessment of the presence or absence of artefacts.

**Question 1:** What are the taphonomic features of archaeological sites RPS LTPAS01 and SSP 3? What does this indicate about site integrity and artefact survivability for other sites located at the margins of wide, shallow open depressions/flood channels?

**Question 2:** The majority of lower and middle order streams associated with the South Creek catchment have suffered accelerated channel incision and erosion following historical land clearance, negatively impacting on archaeological deposits through increased flood effects and erosion. Does the intact information contained within RPS LTPAS01 and SSP 3 offer a different or finer-grained picture of Aboriginal activity on the flood margins?

**Question 3:** Where such intact archaeological deposit exists, what cultural activities are archaeologically identifiable at each site? Do the identified cultural activities differ between the sites?

## What can we expect?

The range of raw materials in the area is unlikely to change (silcrete, tuff, quartz, chert), but the frequencies of specific raw material and how each material is being used will offer insight into site-based activities. It is anticipated that differences in stone tool assemblages may be related to different cultural activities (e.g. primary reduction vs maintenance flaking). The science of archaeology is paramount to any research question and it is important to stress that the goal for the salvage program for all excavated sites is straight forward: to retrieve a viable sample for comparative analysis using established techniques (see Field Methods below). In this regard interpretation would not precede data collection. The proposed archaeological program would systematically sample the relevant areas using standard techniques with the outcome being a viable, robust and comparable sample. Analysis of the sample would follow and interpretations would be made distinctly separate from the results.

## Archaeological Salvage Areas

Salvage excavation would be undertaken at identified archaeological sites RPS LTPAS01 and SSP 3. Salvage excavation of the sites would focus on the extraction of collections of artefacts related to activity areas.

## FIELD METHODS

The goal of the field excavation program is to recover significant assemblages of artefacts.

## Salvage Program

In order to achieve the most robust and comparable result, KNC advocates an open area salvage excavation. The first phase in open area salvage is to establish the statistical boundaries of the previously identified archaeological deposit. In other words, recording the spread of activities across the site/landscape. This approach is designed to salvage the spatial properties of the site as shown in the lithic continuum.

## Phase 1

In practice a series of 1m<sup>2</sup> squares are excavated on a grid overlap on the site to mark the spread of lithics and related geomorphic activity. Squares will be spaced at regular intervals with staggers between transects. The placement of transects and Phase 1 squares will be designed to augment and complement information already gained from test excavations carried out under the *Code of Practice*.

GDA 94 coordinates would be recorded for each square to enable three dimensional modelling. Statistical salvage following this method is highly beneficial because it creates a robust inter-site sample, sufficiently random, critical for regional comparative analysis. No other method is as efficient or effective.

Individual excavation squares measuring 1 m<sup>2</sup> would be hand excavated in stratigraphic units (Unit A, Unit B, etc.). Squares would be excavated until the basal layer or culturally sterile deposit is reached. Previous excavation of the sites indicate a highly varied soil profile and little or no archaeological stratigraphy within units. As such the A1 and A2 soil layers are culturally one layer (suffering from cyclical soil transfer resulting in a mixed cultural profile within the soil) and can be salvaged as one unit where possible. All excavated deposit would be wet sieved using nested 5.0 mm and 2.5 mm sieves. Where potential micro-debitage is recovered 1.0mm sieves will be utilised.

The location of each excavated square would be identified on a surveyed plan of the site. Stratigraphic sections detailing the stratigraphy and features within the excavated deposit would be drawn and all squares would be photographed. Soil samples as well as thin section profiles (where feasible) would also be collected. The stratigraphy of all excavated areas would be fully documented and appropriate records archived. Carbon samples will be collected and analysed for material relating to both the archaeology and geomorphology. Where appropriate cosmogenic and radiometric dating of soils and rock surfaces will be applied (Nishizumi et al. 1986, 1993).

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Sydney Science Park Development, Luddenham NSW: Cultural Heritage Assessment Report

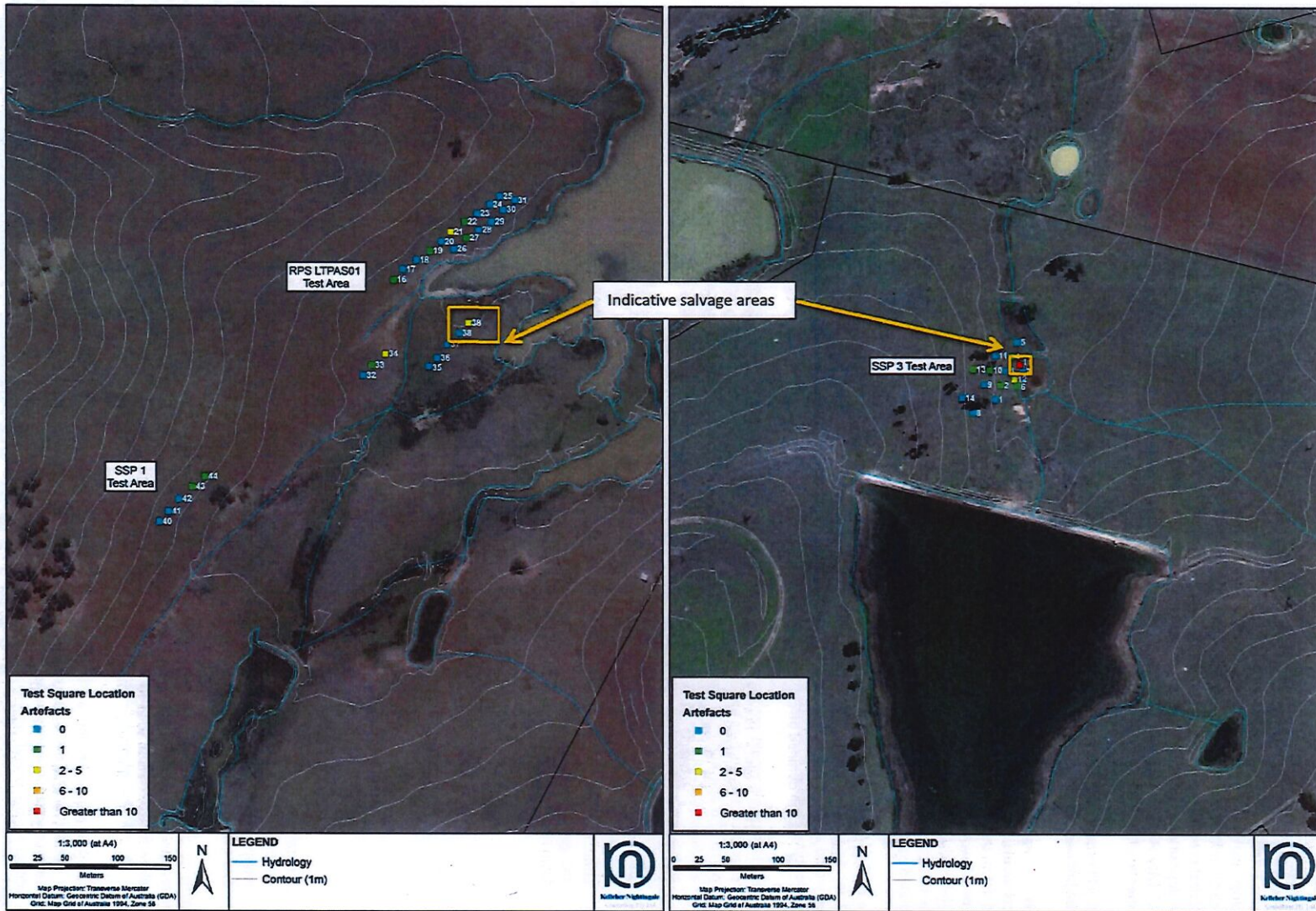


Figure 8. Indicative salvage areas at RPS LTPAS01 and SSP 3

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## Phase 2

Open area salvage of significant deposit will be informed by the previous test excavation and Phase 1 assessment. Additional 1 m<sup>2</sup> squares, constituting an open area, will be excavated around information bearing deposits along the excavation grid. Information bearing deposits are identified by triggers such as: significant quantities of artefacts, variations in raw material, unusual artefacts, chronological material and/or taphonomic indicators. In this context chronologic material is anything that can be used to date artefacts or deposit: charcoal or charcoal bearing deposit (e.g. hearth ash), sandy deposit, gravels (e.g. aluminium feldspar). Taphonomic indicators are generalised to include biospherical process such as bioturbation and geomorphic features such as soil lenses and soil laminates as indicators of post-depositional factors affecting site formation Phase 2 open area investigation would expand to encompass entire actively areas. The location of Phase 2 open area investigation would be based on previous test excavation and supplementary Phase 1 results.

Phase 2 will require the excavation of a minimum of 25m<sup>2</sup> and a maximum of 50m<sup>2</sup> per site area. Total salvage area would be between 25-50m<sup>2</sup> for each site and may be split into more than one open area.

## Analysis

Artefacts would be analysed on a comparable level with previous analyses of excavated assemblages. Information derived from this analysis; in particular the identification of specific artefact types and their distributions and associations; would be used to put together interpretations about how sites were used, where sites were located across the landscape, the age of sites and to assess cultural heritage values. By comparing different areas it would be possible to determine whether there were differences in the kinds of activities carried out and if different activities were related to different landforms.

A range of stone artefacts may be present across the salvage areas and the analysis would expand accordingly to account for artefact variability. All information would be recorded in database form (MS Excel). Various types of evidence would be used to determine the kinds of activities that were carried out. A short description of the proposed analysis is outlined below.

- Field analysis would record basic data, such as material type, number and any significant technological characteristics, such as backing or bipolar techniques; added to this would be any provenance data such as pit ID and spit number. The purpose of the field recording is twofold: 1) establish a basic recording of artefacts retrieved and 2) to allow on-going assessment of the excavation regime (e.g. whether higher stratigraphic resolution is required while digging).
- Detailed (laboratory) analysis would entail recording a larger number of characteristics for each individual artefact. These details would be recorded in matrices suitable for comparative analysis (e.g. multivariate and univariate) of the excavated assemblage on a local and regional basis.
- Lithic characteristics to be recorded cover a range of basic information but are not limited to these categories (see example below). For transparency, terms and category types would in large part be derived from Holdaway and Stern (2004).

Sample Categories			
Record Number	% Cortex	Flake Type	
Pit ID	Length	Termination Type	
Spit Number	Width	Core Type	
Count	Thickness	Number of Scars (Core)	
Raw Material	Weight	Scar Type (Core)	
Colour	Modification	Shape of Flake	
Quality	Reduction Type	Platform Type	

- A detailed explanation and glossary would be provided with the final excavation report.
- Minimum Number of Flake (MNF) calculations formulated by Hiscok (2000, 2002) would be undertaken where applicable (although past experience indicates MNF calculations would not be required for this excavation program).

The analysis of artefacts recovered during the excavation program would be undertaken in a transparent and replicable fashion so as to permit the comparison of the entire excavated assemblage with data from other areas. This would also allow for an interpretation of the study area's archaeological significance.

## Field Team

KNC directors, Dr. Matthew Kelleher and Alison Nightingale, would be responsible for the salvage excavation program. Dr. Matthew Kelleher would direct the excavation component of the Aboriginal archaeological assessment. Matthew has extensive experience in managing archaeological excavations and research projects. Matthew would also be the principal contact for the overall Aboriginal archaeological assessment for the project. The salvage excavation will be undertaken in association with registered Aboriginal stakeholders.



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Section 90 of the *National Parks and Wildlife Act 1974*[illegible]