

Planning and Environment Act 1987

Panel Report

Knox Planning Scheme Amendment C142

Kingston Links

30 April 2018

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Panel Report pursuant to section 25 of the Act

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Michael Ballock, Chair



Amanda Cornwall, Member

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List of Abbreviations

AEP	Annual Exceedance Probability
DELWP	Department of Environment, Land, Water and Planning
DPO13	Development Plan Overlay Schedule 13
EMP	Environmental Management Plan
EPA	Environment Protection Authority
GRZ1	General Residential Zone Schedule 1
ITMP	Integrated Transport Management Plan
Kingston Links	Kingston Links Golf Course
LPPF	Local Planning Policy Framework
LSIO	Land Subject to Inundation Overlay
MSS	Municipal Strategic Statement
MUZ	Mixed Use Zone
PPN23	Planning Practice Note 23 - <i>Applying the Incorporated Plan and Development Plan Overlays</i>
PPRZ	Public Purpose and Recreation Zone
SPPF	State Planning Policy Framework

SWMP	Storm water management plan
SUZ1	Special Use Zone Schedule 1
the Agreement	the section 173 agreement (between Council and the proponent)
Traffic Report	<i>Traffic Engineering Assessment – Proposed rezoning at 14 Corporate Avenue, Rowville (Kingston Links Estate) July 2016</i>
vpd	vehicles per day

Overview

Amendment Summary

The Amendment	Knox Planning Scheme Amendment C142
Common name	Kingston Links
Brief description	The Amendment proposes to rezone the site from the Special Use Zone to a mix of General Residential Zone, Mixed Use Zone and Public Park and Recreation Zone and remove the Land Subject to Inundation Overlay from areas that are proposed to be raised out of the floodplain. It also proposes to implement a new Schedule 13 to the Development Plan Overlay.
Subject site	Kingston Links Golf Course, 14 Corporate Avenue, Rowville.
The Proponent	Pask Group Pty Ltd
Planning Authority	Knox City Council
Authorisation	By letter dated 12 September 2017
Exhibition	24 October to 27 November 2017
Submissions	Number of Submissions: 53 Opposed: 45 Refer to Appendix A

Panel Process

The Panel	Michael Ballock (Chair), Amanda Cornwall
Directions Hearing	Knox City Council Offices, 511 Burwood Highway, Wantirna South on 5 February, 2018
Panel Hearing	Kingston Links Golf Course, 14 Corporate Avenue, Rowville on 5 to 9 March 2018
Site Inspections	Accompanied, 5 March 2018
Appearances	Refer to Appendix B
Date of this Report	30 April 2018

Executive Summary

(i) Summary

Knox Planning Scheme Amendment C142 (the Amendment) seeks to enable the future redevelopment of the Kingston Links Golf Course (Kingston Links) for a mixture of dwellings and open space. Substantial earth works are proposed to make the site suitable for residential development by raising the level of most of the land above the floodplain of the Corhanwarrabul Creek. The works include rehabilitation of the floodplain to mitigate flooding.

The Amendment introduces the Development Plan Overlay Schedule 13 (DPO13) to guide the future development the land which is proposed to be rezoned from the Special Use Zone – Schedule 1 (SUZ1) to a combination of General Residential Zone – Schedule 1 (GRZ1), Mixed Use Zone (MUZ) and Public Park and Recreation Zone (PPRZ).

The Proponent and Knox City Council have reached agreement on the provision of infrastructure and community facilities required as part of the redevelopment of the site. This agreement, which was exhibited with the Amendment, has been formalised through a conditional section 173 agreement (the Agreement) which both parties have signed, but has not been registered on title.

The Amendment was placed on exhibition from 24 October to 27 November 2017 and received 53 submissions, mostly from residents of the abutting residential area.

The key issues raised in submissions were:

- vegetation removal and the loss of habitat
- the loss of a vegetated buffer separating the existing residences from new development
- building heights
- traffic generation and distribution
- construction impacts
- flood plain management and flooding of the existing residential area
- access to the site from Corporate Avenue and Emmeline Row
- the nature of the connection to Emmeline Row
- the drafting of the DPO13
- third party notification.

The Panel thanks all parties and submitters for their assistance during the Hearing and for the manner in which submissions and evidence were presented.

The key issue for a number of the existing residents was the loss of a very pleasant outlook and the nature of the development that would replace that outlook. The Panel acknowledges the effort of the Proponent to deal with this issue by proposing a buffer between the existing residential area and the redeveloped golf links. The Panel accepts that this proposal is a reasonable compromise to maintain the amenity of the existing residents.

Over 800 new dwellings would be accommodated on the land. On the information presented to the Panel, the site has two points of access/egress to the road network. These are through Emmeline Row to Stud Road and Corporate Avenue to Wellington Road. Traffic generation

and the directional split of this traffic was an issue that occupied a considerable of proportion of the five day hearing and the submissions to the Panel.

The Panel has considered these issues and others raised in submissions as well as further submissions, evidence and other material presented to it during the Hearing and observations from site visits.

The Panel concludes that the Amendment is strategically justified and, through the Agreement, provides for the needs of the existing community as well as the new one that would be created by the redevelopment of Kingston Links. The Panel accepts the view put to it by the experts that the Development Plan Overlay is the most appropriate tool to guide the development of the site.

There was a great deal of focus on the provisions of the DPO13 and a number of changes were proposed to the Panel. The Panel does not support the introduction of third party notification into the controls, nor does it accept the need to place a limit on the number of vehicles that should access Emmeline Row. The Panel does support the need for a construction management plan that includes traffic management. Given the number of revisions of the DPO13, the Panel has provided a preferred version of the overlay.

(ii) Recommendations

Based on the reasons set out in this Report, the Panel recommends that Knox Planning Scheme Amendment C142 be adopted as exhibited subject to the following:

- 1. Amend the Concept Plan in Development Plan Overlay Schedule 13 to:**
 - a) provide a clearer and more legible version of the Plan**
 - b) include a landscape buffer of 5 to 8 metres in width with a local road and a verge along the interface with existing residences or a two storey height limit on properties abutting existing residences**
 - c) show the 'Agreed Development Line'.**
- 2. Replace the exhibited Development Plan Overlay Schedule 13 with the Panel preferred Development Plan Overlay Schedule 13 in Appendix D.**

1 Introduction

1.1 The Amendment

(i) Amendment description

The Amendment proposes to:

- rezone 14 Corporate Avenue, Rowville (Lot 1 on PS421343) from the SUZ1 to part GRZ1, part MUZ, and part PPRZ
- rezone adjacent Council Reserves (including Lot Res1 LP 215334, Lot 1 TP887516, Lot Res1 PS325008, Lot Res1 PS331610, Lot Res1 PS421343) from SUZ1 to GRZ1
- insert a new DPO13
- amend Maps 5LSIO and 8LSIO to remove the Land Subject to Inundation Overlay (LSIO) from part of the site
- amend Planning Scheme Maps 5 and 8 to reflect rezoning
- amend Planning Scheme Maps 5DPO and 8DPO
- amend the Schedule to Clause 52.02 to specify requirements under section 36 the *Subdivision Act 1988* relating to the creation of reserves
- amend the Schedule to Clause 61.03 to include a new planning scheme map 8DPO.

(ii) Purpose of the Amendment

The purpose of the Amendment is to rezone the current Kingston Links Golf Course to enable its development as a residential community.

The Kingston Links Golf Course is identified in the Knox Housing Strategy 2015 as a 'Strategic Investigation Site'. It is proposed to rezone the site for residential uses with approximately 800 new dwellings, new parks and public open spaces, new wetlands and other flood mitigation works, new multi-purpose community facilities, rehabilitation of ecological corridors along the Corhanwarrabul Creek, and the potential for small-scale commercial uses as part of a mixed-use neighbourhood centre.

(iii) The subject site

The Amendment applies to land shown in Figure 1 known as the Kingston Links Golf Course located at 14 Corporate Avenue, Rowville (Lot 1 on PS421343), and the adjoining Council Reserves (including Lot Res1 LP 215334, Lot 1 TP887516, Lot Res1 PS325008, Lot Res1 PS331610, Lot Res1 PS421343). The site is situated to the east, adjacent to the Eastlink Freeway road reserve, north of Wellington Road, south of the Corhanwarrabul Creek, south-west of Stamford Park, and west of adjoining residential development.

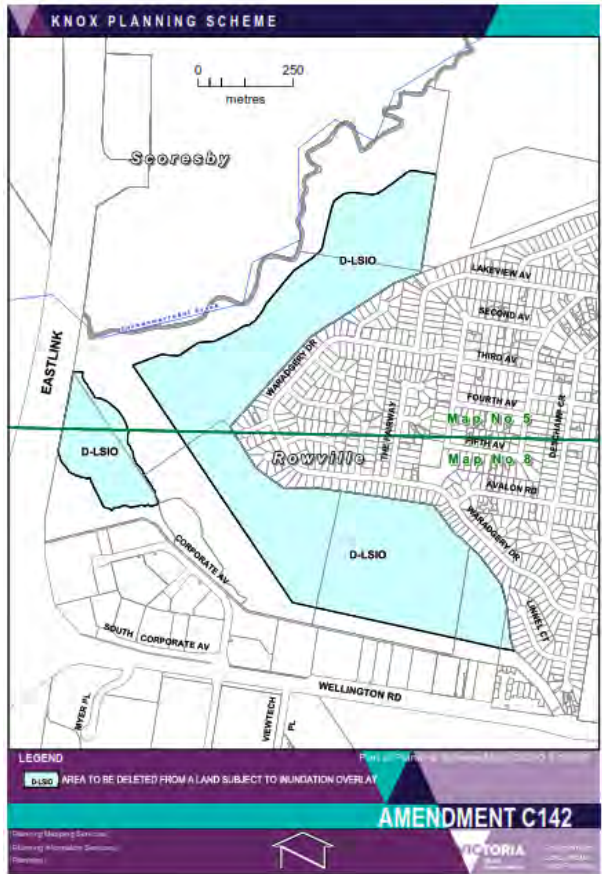
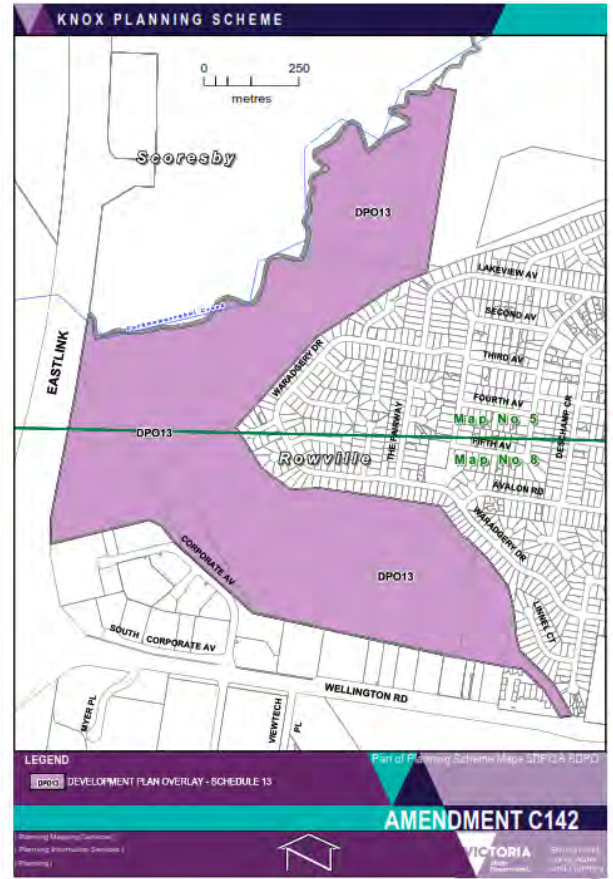
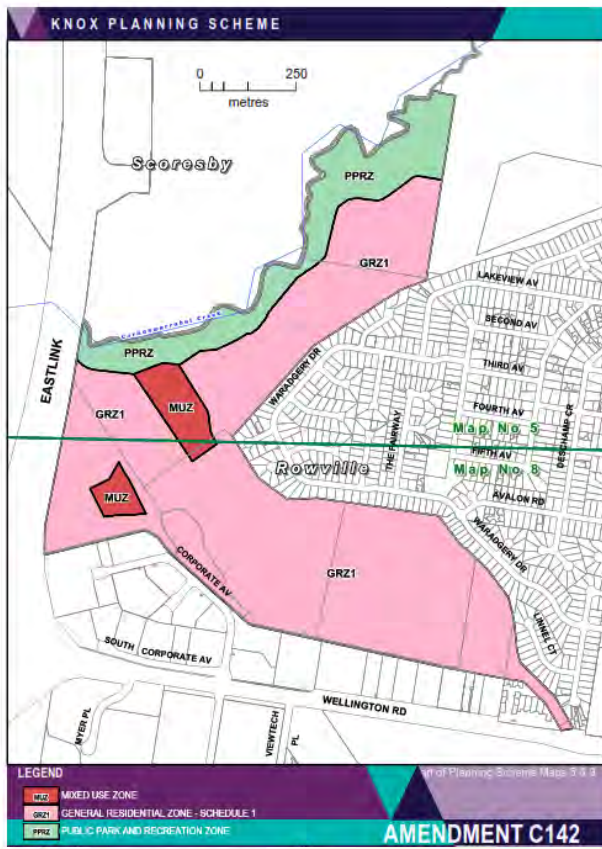


Figure 1 The subject site proposed zoning

1.2 Panel process

The Amendment was prepared by the Knox City Council as Planning Authority. As exhibited, the Amendment proposes to rezone the Kingston Links Golf Course to enable it to be redeveloped for residential, mixed use and open public space.

The Amendment was prepared at the request of the Pask Group Pty Ltd (the Proponent) and was authorised by the Department of Environment, Land, Water and Planning (DELWP) on 12 September 2017.

The Amendment was placed on public exhibition between 24 October to 27 November 2017, with 45 opposing submissions received.

At its meeting of 18 December 2017, Council resolved to refer the submissions to a Panel. As a result, a Panel to consider the Amendment was appointed under delegation from the Minister for Planning on 4 January 2018 and comprised Michael Ballock (Chair) and Amanda Cornwall.

A Directions Hearing was held in relation to the Amendment on 5 February 2018. The Panel then met in the function room of the Kingston Links Golf Course from 5 to 9 March 2018 to hear submissions about the Amendment. The Panel undertook an accompanied inspection of the subject site and its surrounds on 5 March at 2.30pm.

Those in attendance at the Panel Hearing are listed in Appendix B.

1.3 Background to the proposal

The Amendment, as exhibited, provides for:

- a variety of dwelling types and opportunities, likely to be more than 800 dwellings
- mixed use areas in accordance with the proposed zone controls
- public open space, including an area of active open space
- rehabilitation works on the creek corridor
- a variety of infrastructure contributions, including financial contributions to a number of infrastructure items.

The Amendment includes Council owned land, which has been sold, subject to conditions, to the Proponent. Infrastructure contributions associated with the proposal are set out in the Agreement which was exhibited with the Amendment.

The Agreement is subject to:

- a minimum yield of 800 dwellings being allowed (excluding the Council land portion of the Amendment site)
- a maximum public open space contribution requirement of 8.5 per cent of net developable area.

If these conditions are not met, the Agreement may be renegotiated. The infrastructure requirements in the Agreement are:

- 3.565 hectares of open space
- \$1.125 million, plus indexation, contribution to social housing payable in instalments, staged to match up with particular stages of the development

- provision of social housing dwellings, with specific requirements in relation to number, location, transfer to an approved social housing provider and delivered in stages with options as to how they might be provided (that is whether a provider builds the actual dwellings, or the developer builds them)
- \$350,000 towards the construction of a footbridge with a deferred payment obligation, payable on the earlier of 400th lot or 30 April 2022
- \$350,000 towards the construction of a men's shed, payable within 30 days of gazettal of the Amendment
- \$1.58 million plus indexation towards the setting aside of land for the Stamford Park Link Road, payable on the earlier of the 400th lot or 30 April 2022
- construction of the Stamford Park Link Road works, when required for the purposes of connection
- completion of the Corporate Avenue access
- other provisions which relate to the early completion of earthworks.

Council submitted that the Agreement was a crucial basis for its support for the Amendment. The Agreement has not been registered on the owners' land, because some of the conditions hinge on the outcome of the Amendment.

1.4 Summary of issues raised in submissions

The key issues raised in the submissions of the various parties are briefly summarised as follows:

(i) Planning Authority

The key issues for Council were:

- the residential interface
- loss of areas available for flooding
- increased traffic
- density of development
- insufficient public transport
- construction impacts
- floodplain management.

(ii) Proponent

The key issues for the Proponent were:

- the residential interface
- access to the site from Corporate Avenue and Emmeline Row
- traffic generation, directional split and management
- the nature of the connection to Emmeline Row
- the drafting of the DPO13
- building heights.

(iii) Individual submitters or groups of submitters

The key issues by submitters were:

- the residential interface
- flooding
- vegetation removal
- loss of habitat
- traffic
- the use of Emmeline Row
- third party notification.

1.5 Issues dealt with in this report

The Panel considered all written submissions made in response to the exhibition of the Amendment, further submissions, evidence and other material presented to it during the Hearing, and observations from site visits.

The Panel has reviewed a large volume of material. The Panel has had to be selective in referring to the more relevant or determinative material in the report. All submissions and materials have been considered by the Panel in reaching its conclusions, regardless of whether they are specifically mentioned in the report.

This report deals with the issues under the following headings:

- Planning context
- Stormwater and flooding
- The interface with existing residences
- Traffic management
- The Development Plan Overlay Schedule 13
- Other issues.

2 Planning context

Council provided a response to the Strategic Assessment Guidelines as part of the Explanatory Report.

The Panel has reviewed Council's response and the policy context of the Amendment and has made a brief appraisal of the relevant zone and overlay controls and other relevant planning strategies.

2.1 Policy framework

(i) State Planning Policy Framework

Council submitted that the Amendment is supported by the following clauses in the State Planning Policy Framework (SPPF):

Clause 9 of the SPPF specifies that (where relevant), planning authorities should consider and apply Plan Melbourne 2017-2050 (Melbourne Planning Strategy).

Clause 10.01 sets out a series of objectives for planning that reflect those set out in section 4 of the *Planning and Environment Act 1987*. The Amendment and supporting material is supportive of those objectives.

Clause 11 relates to the urban form of Melbourne and includes objectives of consolidation and maximising land use. Particular components relevant to the Amendment include:

- Clause 11.02-1: Planning for urban growth and opportunities for redevelopment intensification.
- Clause 11.03-1: In respect of open space planning, linkage of open space networks along waterways and connections.
- Clause 11.04: (Metropolitan Melbourne) Includes a range of objectives, the most relevant of which are:
 - diversity of housing in defined locations
 - twenty minute neighbourhoods
 - safe communities and healthy lifestyles.
- Clause 12.01: In relation to biodiversity flora, fauna, natural assets and habitats; this supports the works proposed at the Corhanwarrabul Creek.
- Clause 13: (Environmental Risks) is relevant and in particular:
 - 13.02-1: (Flood Plain Management), recognising the proposed works to remove dwelling areas from the LSIO
 - 13.04: (Noise and air) having regard to the adjoining EastLink, noting in particular, the policy document *A Guide to Reduction of Traffic Noise* (VicRoads 2003).

Clause 15.01: (Urban environment) sets out a series of design principles, including in relation to the subdivision or provision of residential areas and quality neighbourhoods. The form of the DPO13 and other aspects of the future development further these directives.

Clause 16: (Housing) is of particular relevance, including through higher density development on appropriate sites (near to activity centres), housing supply increases on opportunity sites allowing urban consolidation and provision of a diversity of housing opportunity.

(ii) Local Planning Policy Framework

Council submitted that the Amendment is supported by the following key elements of the local planning objectives.

Clause 21 at Figure 1 - Housing Framework Map site 10 is identified as a strategic site and discussion of "Strategic Investigation sites and reference to the Knox Housing Strategy" occurs at Clause 21.06-1.

Clause 21.06 includes *Knox Affordable Housing Action Plan 2015-2020*, Knox City Council, 2015 and *Knox Housing Strategy 2015*, as Reference documents in the Scheme.

The LPPF includes provisions or strategies such as:

Support residential development on large development sites located within a Design and Development Overlay or a Development Plan Overlay, consistent with the provisions of those overlays and the underlying zone that applies.

Clause 21.06-2 relating to diversity of housing choice contemplates the increased need for housing choice, together with strategy supporting social housing.

The Panel accepts Council's position that the Amendment is adequately supported by the SPPF and LPPF.

(iii) Other planning strategies or policies used in formulating the Amendment

Council also noted that the Agreement reflects the requirements for the provision of infrastructure outlined in the DPO13.

2.2 Planning scheme provisions**(i) Zones**

The General Residential Zone is the appropriate zone for residential development at conventional densities. Development of the type envisaged, predominantly 1-3 storey single dwelling lots, fits with the purposes of the zone to "*encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport*". The General Residential Zone reflects the zoning of surrounding residential areas to the east.

The Public Parks and Recreation Zone (PPRZ) has been applied along areas nominated as 'Creekside Parkland' in the proposed DPO13 Concept Plan. It is the best fit for public land to be reserved for public open space, encompasses important environmental features and creates a connection with the existing PPRZ to the site's north east.

The Mixed Use Zone accommodates provision of residential uses at higher densities and allows for greater opportunities for the introduction of non-residential uses within the more intensively developed centre of the site. The absence of a height restriction in the Mixed Use Zone (unlike the General Residential Zone) also supports the nomination of areas where higher development may occur.

(ii) Overlays

Development Plan Overlay Schedule 13

The Development Plan Overlay is commonly used to co-ordinate land use and development outcomes of this nature and is an appropriate tool from the suite of Victorian Planning Provisions. The Amendment proposes to apply the DPO to the entirety of the site.

The DPO13 provides for:

- More than 800 dwellings (between 1 and 3 storeys) with a diversity of types.
- A centrally located mixed use zone with buildings of up to 8 storeys, including higher density housing.
- Unencumbered public open space at 8.5 per cent including significant areas of active open space.
- Rehabilitation works along the Creek corridor.
- Financial contributions through the Agreement exhibited with the Amendment.

Land Subject to Inundation Overlay

The LSIO currently applies to land subject to inundation. An early works package is proposed which includes substantial earthworks across the site resulting in areas currently subject to inundation being raised above the floodplain. The Agreement requires the earthworks to occur upfront, prior to approval of works under a Development Plan.

2.3 Ministerial Directions and Practice Notes

(i) Ministerial Directions

Council submitted that the Amendment meets the relevant requirements of the following Ministerial Directions:

Ministerial Direction No. 1 – Potentially Contaminated Land

Assessment of contamination provided through material in support of the Amendment supports the view that the site would not meet the definition of ‘potentially contaminated land’ contemplated under Ministerial Direction No. 1. Therefore, an environmental audit of the site is not required. The report also includes recommendations regarding the management of potential contamination, in keeping with a conservative approach common in this type of environmental assessment.

Ministerial Direction No. 9 – Metropolitan Strategy

Ministerial Direction No. 9 requires consideration of the Metropolitan Strategy Plan Melbourne 2017 - 2050.

Plan Melbourne 2017-2050 is the current Victorian Government’s Metropolitan Planning Strategy, incorporating a “Five Year Implementation Plan”. The Amendment is supported by the following elements of Plan Melbourne:

- urban renewal precincts across Melbourne (Direction 1.3), noting the development proposes a significant number of residential dwellings, the strategic recognition of this site in the Knox Housing Strategy and the “renewal” of the former golf course for this development

- selection of locations to meet population growth and sustainable cities (Direction 2.1)
- deliver housing close to jobs and public transport (Direction 2.2)
- increasing supply of sociable and affordable housing (Direction 2.3)
- choice and diversity of housing (Direction 2.5)
- 20 minute neighbourhoods (Direction 5.1)
- parks and green neighbourhoods (Direction 5.4) including the active open space and proposed PPRZ along the Corhanwarrabul Creek
- integration of water cycle management and protection and restoration of natural habitat (Directions 6.3 and 6.5).

Ministerial Direction No. 11 - Strategic Assessment of Amendments

Council submitted that Amendment is consistent with Ministerial Direction 11 (Strategic Assessment of Amendments) and Planning Practice Note 46 (Strategic Assessment Guidelines).

The Form and Content of Planning Schemes (s7(5))

Council submitted that the Amendment is consistent with the Ministerial Direction on the Form and Content of Planning Schemes under section 7(5) of the Act.

Planning Practice Note 23 - Applying the Incorporated Plan and Development Plan Overlays

Planning Practice Note 23 (PPN23) provides guidance on the use and application of the Development Plan Overlay (DPO). The overlay is used to:

- require a plan to be prepared to coordinate proposed use or development, before a permit under the zone can be granted
- guide the content of the plan by specifying that it should contain particular requirements
- provide certainty about the nature of the proposed use or development
- remove notice requirements and third-party review rights from planning permit applications for proposals that conform to plan requirements
- ensure that permits granted are in general conformity with the plan
- apply particular permit conditions that help to implement the plan
- provide statutory force to plans.

The Panel agrees that the Amendment is consistent with the relevant Ministerial Directions and planning practice notes.

2.4 Discussion

The Kingston Links golf course is in private ownership and the owner proposes to no longer operate it for its original purpose. The Amendment enables the redevelopment of the golf course for a mixture of open space and residential development with some opportunity for non-residential uses in the Mixed Use Zone.

The LSIO applies broadly across the site. The overlay identifies potential flood risk and seeks to maintain free passage of flood waters and protect water quality and river health. A permit is required for works in the area affected by the Overlay and applications are to be referred to Melbourne Water for comment.

The Environmental Significance Overlay Schedule 2 'Sites of Biological Significance' (Clause 42.01) applies to peripheral areas along the northern side of the Golf Course where land adjoins the Corhanwarrabul Creek.

The Metropolitan Strategy recognises the value of significant opportunities in urban renewal precincts outside of identified 'Major Urban Renewal Precincts' to accommodate increased population, allowing other existing residential areas to be protected.

In metropolitan terms the site is located within an established urban area which includes residential precincts interspersed with Activity Centres and commercial precincts. The size (some 700 hectares) and location of the land make it suited to a comprehensive residential and mixed use development subject to appropriate management of its environmental conditions and connectivity to surrounding urban areas.

While the surrounding areas are largely established, they have more modest levels of connectivity than inner and middle ring suburban areas. This site enjoys relative proximity to the Rowville Activity Centre to the east on Stud Road and provides opportunities for connection with linear open space reserves along the Creek to the north and elsewhere within the site. It is also in proximity to two major employment areas (identified at Clause 21.07-1), supporting the desire for housing which is supported by opportunities for access to jobs and infrastructure in the State Planning Policy Framework (Clause 11 and Clause 16).

Council acknowledged in the Local Planning Policy Framework and in the *Knox Housing Strategy 2015* that the site is a potential future investigation area for residential development. This approach is supported by the exclusion of Kingston Links Golf Course from the identified municipal open spaces in the *Knox Open Space Plan 2012 — 2022* and the *Knox Leisure Plan 2009 — 2014*.

2.5 Conclusion

The Panel concludes that the Amendment is supported by, and implements, the relevant sections of the State and Local Planning Policy Framework, is consistent with the relevant Ministerial Directions, and makes appropriate use of the Victoria Planning Provisions. The Amendment is well founded and strategically justified, and it should proceed subject to addressing the more specific issues raised in submissions as discussed in the following chapters.

3 Stormwater and flooding

3.1 The issue

The issue is whether the proposed changes to the LSIO are appropriate and whether the requirements in the DPO13 are adequate to manage storm water on the site and ensure there is no increased risk of flooding on adjoining properties.

3.2 Evidence and submissions

Council submitted that the proposed DPO13 requires the Proponent to prepare:

- an Integrated Water Management Plan as part of the approved development plan to the satisfaction of the Responsible Authority
- an Environmental Management Plan (EMP) before the granting of a permit for subdivision *addressing the construction activities proposed on the land to the satisfaction of the Responsible Authority.*

The Integrated Water Management Plan must “*address holistic storm water management within the site and water related interfaces beyond the site.*” All agreed storm water infrastructure works within the site are at the cost of the landowner.

The EMP must include, among other things, provisions on:

- soil erosion and sediment control to protect local stormwater infrastructure, the creek and the Stamford Park wetlands during construction work
- hydraulics and hydrology to protect and improve the floodplain, manage water quality and quantity, and protect the habitat of the Corhanwarrabul Creek and Stamford Park wetlands (including a perimeter fence to protect the waterway prior to commencement of works).

There are existing residences to the east of the site, the Stamford Park development and residential development to the north east, and a Council owned tree and drainage reserve to the south. See Figure 2 below.

The Proponent submitted that the site is subject to the 1 per cent Annual Exceedance Probability (AEP) flood, which means that it has a one in a hundred chance of being exceeded in any year. The flood risk is associated with overflow from the Corhanwarrabul Creek to the north and Rowville Main Drain to the south.

The proposed development will raise some areas out of the flood plain, rehabilitate the creek corridor and improve drainage infrastructure. The Amendment will remove the LSIO designation over those parts of the site. See Figure 1 in chapter 1 above.

In response to the exhibition of the Amendment, nearby residents made submissions that raised concerns about potential flooding to existing residential areas because of the elevation of some areas on the site.

The Proponent submitted that the expert assessment underpinning the hydrological planning for the development is reliable and well considered; that the risks associated with flooding have been comprehensively addressed.



Figure 2 The site and Corhanwarrabul Creek and Rowville Main Drain

Mr Bishop gave evidence as an expert on stormwater management and flooding assessment. He advised the Panel that the Proponent commissioned his company, Water Technology, to develop a concept stormwater management plan (SWMP) for the proposed development. The plan included a comprehensive flood study which informed:

- an understanding of the risk of flooding within the site and the surrounding water catchment
- potential mitigation measures to meet Melbourne Water’s floodplain management criteria and best practice requirements
- consultation with stakeholders
- design of the development including earthworks.

He stated that the study involved technical analysis of the drivers of flooding within the site and surrounding areas. Water Technology worked in consultation with Melbourne Water, which provided confidence in the way they used the information to guide drainage and flood management for the development.

Mr Bishop advised that the SWMP also documents how the proposed development will manage storm water runoff from the site and cater for flows from the existing residences. But he stated that these would need to be addressed regardless of whether a LSIO is in place on the site. His evidence therefore does not consider stormwater issues *“except where it pertains to works proposed to ensure that the development does not adversely impact flood risks at existing properties.”*

Melbourne Water, as the relevant statutory floodplain management authority, made a late submission which stated that it did not object to the Amendment, subject to the conditions it required on the Bulk Earthworks Fill Layout Plan of 4 July 2017. The submission stated that Melbourne Water approved bulk earthworks for phase 1 on condition that:

- the Bulk Earthworks Layout Plan 1 and 2 showing the location of the imported fill is not altered
- a Melbourne Water surveillance officer conducts a site visit 7 days prior to commencement of works
- two weeks prior to the pre-commencement meeting, the Proponent must submit a Site Management Plan.

The conditions also require Melbourne Water to be satisfied of specific matters in the Site Management Plan including measures to address increased run off and protection from flooding.

Council advised the Panel that it relied on the Proponent's expert and the submission by Melbourne Water. Council submitted that the further detail that will be provided at the development plan approval stage and for planning permits will ensure appropriate flooding and drainage controls and no adverse impacts on adjoining properties.

Mr Bishop's expert report stated that as part of the SWMP, Water Technology developed a flood model of the catchment to assess existing flood risk. The approach adopted was in accordance with current practice and used Melbourne Water's preferred software for hydraulic modelling.

The modelling found that the site has been substantially modified for the purpose of the golf course. Mr Bishop stated:

... the site runoff is disconnected from the main waterways of Corhanwarrabul Creek and Rowville Main Drain... the Creek is effectively cut off from the historic floodplain area.

... the golf course forms a significant part of the floodplain in the 1 per cent AEP event as the breakout flows from Corhanwarrabul Creek and Rowville Main Drain flow through the golf course. The topography of the golf course is undulating which results in flooding through the low spots (mainly over existing water bodies and ponds) and significant areas of the flood free high ground in the golf course. The adjacent Council reserves are also part of the floodplain in the 1 per cent AEP event... inundation is mostly on the southern side of the golf course [and] the area immediately adjacent to the Corhanwarrabul Creek [is] flood free.

The Proponent submitted that the areas of land to be developed are offset from the waterways and will be filled where required to protect the site from flooding.

Mr Bishop advised that the development will carry out additional earthworks for flood management which include:

- cutworks outside the 30 metre buffer from the creek to form a floodway along the development boundary to help redirect floodplain flows, maintain floodplain storage and minimise offsite impacts

- construction of a berm across the low-lying Council owned open space area between the site and the Stockland site
- widening the main drain to convey the 1 per cent AEP flow, improve amenity and satisfy the waterway corridor width requirements
- cut works within the powerline easement and along the south western boundary to maintain flood storage in the main drain floodplain and facilitate the proposed centralised retarding basin and wetland system.

Mr Bishop's evidence was that Water Technology modified its flood model to assess the impact of the proposed mitigation works using a range of design flood events. The modelled developed conditions are shown in Figure 3 below. It was his opinion that the revised modelling demonstrated that:

- the proposed development areas and active open space are outside the modelled flood plain
- the loss of floodplain storage as a result of the development will be offset by proposed floodplain earthworks reconnecting the creek flood plain
- there are no adverse offsite impacts.



Figure 3 Modelled developed conditions

Mr Bishop concluded that the proposed modifications to the LSIO align with the post construction 1 per cent AEP design flood level. He stated that the threat of flooding from the creek will be reduced as a result of the proposed works.

Mr Bishop's expert report stated that Melbourne Water tested the modelling that underpins the SWMP and engaged Alluvium Consulting to undertake a peer review of the proposed

design and flood modelling. Water Technology consulted with Melbourne Water as part of preparing the SWMP and with Council's drainage and stormwater teams.

His report states that Melbourne Water raised some concerns about initial design and landscape plan for the creek floodplain but that these have all been resolved. The concerns included potential erosion and channel avulsion within the creek, the ability of the floodway reserve to drain and the amenity of the floodway reserve.

Mr Bishop's evidence was that Water Technology's ultimate design in the SWMP was informed by input from Melbourne Water, Alluvium Consulting, Tract, Calibre Group and Ecology and Heritage Partners and addressed the issues raised by Melbourne Water. He added that the earthworks infill will satisfy all Melbourne Water criteria for flood management.

The Proponent advised the Panel that the development would occur in stages to ensure that flood water is not redirected or obstructed during construction. Water Technology undertook modelling of the Phase 1 earthworks which indicates that it *"...can be undertaken with no flood impact on surrounding properties for the 1 per cent AEP design flood event."*

The phase 2 earthworks will complete the major design works including the cut and fill in the creek and main drain and construction of the berm across low-lying Council owned open space. It was Mr Bishop's opinion that given the scale of Phase 2 Earthworks, the works will likely be progressed in smaller stages and further water management work will be required. He stated:

I consider it appropriate to allow for the details of this system to be finalised at a later stage, as the Phase 2 Earthworks will not progress prior to approval of the associated plans and hydraulic impact assessment by Melbourne Water and Council.

Mr Bishop's report points out that on completion of the earthworks the Proponent is required to submit a survey plan by a qualified licenced surveyor confirming the finished levels on the site are compliant with the endorsed plans to the satisfaction of the responsible authority.

Mr Bishop advised the Panel that the details of the staging are not defined at this stage, but it is incumbent on Council to ensure no adverse effects occur.

Mr Bishop's evidence outlined the works that the Proponent proposes to ensure that the development does not increase flood risk to existing properties, either from stormwater runoff or overflows from the creek or main drain. They are:

- filling parts of the site and constructing a berm between Kingston Links and the Stockland site which will effectively levee the existing residences off from the current 1 per cent AEP flood plain
- the development's stormwater strategy allows for minimal external run off from the existing residences to pass through the development (through pipes, streets and reserves) and recommends an emergency flow path along the future road network through the development
- stormwater runoff from the development will be captured and directed away from existing properties.

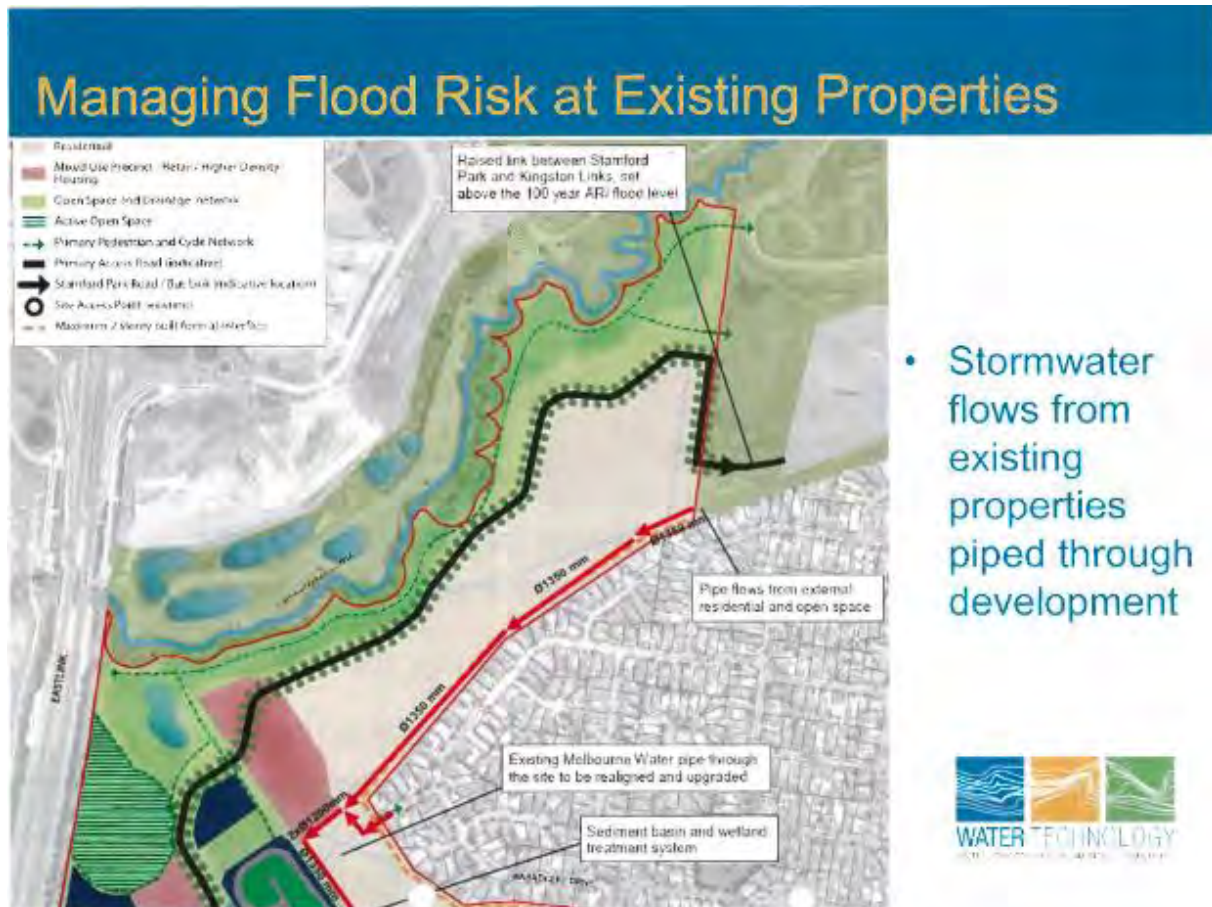


Figure 4 Managing flood risk at existing properties

Mr Bishop concluded that the area north the site has been flooded in the past ten years and that the proposed earthworks will prevent that flooding in future.

Ms Jennifer Klaster stated that when she first moved in to her home adjacent to the golf course they experienced excess water on their property. They installed agricultural pipe to help with drainage. She stated that she has been denied insurance because the insurers claimed there is a LSIO on the property. Council advised that Ms Klaster's property is not subject to an LSIO.

Ms Klaster referred to Mr Bishop's expert report and drew attention to the concerns raised by Melbourne Water and the discussion about more recent work by Water Technology that supersedes the initial SWMP.

Ms Klaster submitted that she would like to see a provision in the DPO to prevent construction fill from encroaching on neighbouring properties.

Mr Paul Mazzocchi also raised concerns about flood risk to adjoining properties as a result of raising of the land on the site. He raised concerns about the existing drainage and advised the Panel that on one occasion the road was under water. He wanted the land on the site to remain low. He was concerned about the responsibility Council and the developer would take for flood damage to neighbouring properties as a result of the development.

3.3 Discussion

The residents of properties neighbouring the site currently experience poor drainage with some flooding and see the proposed infill of low lying land on the golf course as potentially making their situation worse.

The flood risk of the existing properties is not the Proponent's responsibility, but it is responsible for ensuring that the situation will not be made worse by the earthworks on the site. The DPO13 requires the Proponent to prepare an EMP that demonstrates how it will prevent erosion and sediment during works and protect and improve the flood plain.

The Panel accepts that the modelling work carried out by Water Technology on behalf of the Proponent demonstrates that the proposed design will achieve the stated outcome. The proposed works include a contemporary storm water management system on the site and improvements to flood management for neighbouring properties through a mix of measures. The works include an effective levee to protect the existing properties from the floodplain to the north and directing storm water runoff from the development away from existing properties adjacent to the main drain (Rowville Creek).

The Panel notes that the Proponent's modelling of developed conditions aligns with the proposed changes to the LSIO.

During its site visit the Panel observed the current undulating topography of the golf course and the poor condition of the main drain and the creek in terms of flood management.

The Panel is persuaded by Mr Bishop's evidence that it is appropriate for the details of the Phase 2 Earthworks to be finalised at a later stage, as construction and subdivision proceeds. The associated earthwork plans and hydraulic impact assessment will need to be approved by Melbourne Water and Council before the works commence. It is the responsibility of those authorities to consider the detailed information and ensure there are no adverse outcomes.

It may be useful for Council and the Proponent to improve its communication with neighbouring residents about how the design of the development's storm water management will impact their properties and how the Phase 2 earthworks will be managed.

3.4 Conclusions

The Panel concludes:

- the Proponent's modelling of developed conditions aligns with the proposed changes to the LSIO, and demonstrates that the proposed design will not result in increased flooding of neighbouring properties
- the requirement in the DPO13 for an Integrated Water Management Plan is appropriate to facilitate contemporary approaches stormwater management and flood mitigation
- the requirement in the DPO13 for an EMP that addresses soil erosion and sediment control and hydrology to protect the flood plain is appropriate.

4 The interface with existing residences

4.1 The issue

The issue is whether the proposed interface between the existing residences and the new development is appropriate, particularly a landscape buffer, and building height restrictions along the boundary.

The Proponent's early concept plan included the retention of existing vegetation along the eastern boundary which adjoins existing residences, forming a landscape buffer. Council removed the buffer in negotiations with the Proponent prior to exhibition as it preferred to have larger areas of public open space throughout the development rather than a narrow strip along the boundary.

The Amendment proposed to address the interface between new dwellings and the existing residences with height restrictions for new buildings that adjoin existing dwellings and minimum rear setbacks to existing adjoining dwellings. The exhibited DPO13 provided these measures by requiring the Proponent to develop:

- *a Master Plan in accordance with the attached Concept Plan that includes details of the treatment to interfaces, including minimum rear setback to existing adjoining dwellings and*
- *a Landscape Masterplan that includes:*
 - *a planting scheme that enhances local habitat values and ... compatibility with the inclusion of water sensitive urban design objectives ...*
 - *how any development will address sensitive interfaces as shown in the Figure 1 including maximum building heights and the retention of existing trees and vegetation*
 - *details of the removal of vegetation not suitable for retention.*

The Concept Plan in Figure 1 of the DPO13 provides for the dwellings in the interface area to be limited to two storeys. However, this requirement was not clear because it only appeared in the key to the Plan while the body of the Plan showed 1-3 storeys for the GRZ1.

4.2 Evidence and submissions

A number of submissions expressed concern that the landscape buffer, shown in the consultation plans, had been removed in the exhibited Amendment and no clear building height or set back requirements for new dwellings abutting existing properties were included. A total of 31 submissions opposed the interface proposal and called for the landscape buffer and building height restrictions to be reinstated. One of those submissions was a petition signed by 49 residents of Waradgery Drive, Turnberry Court and nearby streets objecting to the construction of new homes on the boundary of existing residences and requesting that the buffer be reinstated.

A total of 16 submissions, including the petition, opposed new dwellings on lots adjoining existing properties being multi-storey because of loss of amenity, loss of privacy and potential loss of sunlight.

The Proponent's submission was that *"the increment of change brought about by the Amendment must be carefully managed, to preserve the reasonable amenity expectations of neighbours."*

The Proponent stated that the boundary treatment must strike a balance between facilitating the development of the land whilst retaining high amenity trees and associated vegetation. It submitted that generally back-to-back lots should be avoided except for a small section in the south east of the interface boundary.

The Proponent called Mr McGurn to give planning evidence. His evidence was that initially he thought that back-to-back properties was not unusual in a suburban setting. But he reviewed this opinion after visiting the site because of the existence of trees and vegetation. His opinion was that providing a buffer is a better outcome.

The Proponent put forward two options to re-establish a buffer and respond to the concerns expressed by the residents. The options were set out in the Information Booklet for Kingston Links by Pask Group (Document 11), which was tabled at the hearing and displayed throughout the hearings.

Both options propose a local road or 'home street carriageway' with a three metre verge between the existing residences and the new dwellings. The difference between the options were:

- option 1 - Linear Park which retains substantial vegetation in an 11.5 metre wide extended verge along the boundary with existing properties and provides a shared bicycle and walking path (2.5 metres wide)
- option 2 - Widened Road Reserve which retains high amenity vegetation in an eight metre wide verge along the boundary with existing properties and no shared path.

Mr McGurn described option 1 as a 'Rolls Royce' approach as it maintains high amenity vegetation where possible while option 2 retains less vegetation because it is narrower. In response to a question from Max Holt, Mr McGurn stated that both options would provide a buffer for existing residents.



Figure 5 Interface option 2 cross section

The Proponent made it clear that option 1 was contingent on Council attributing the linear park as part of the public open space allocation for the development.

The Proponent submitted that it is required to provide 8.5 per cent of developable land on the site for public open space under the terms of the Amendment and the section 173 agreement. The requirement is consistent with the public open space requirements in the Knox Planning Scheme. On the present site that amounts to 3.74 hectares because about 21.61 hectares will remain in the future floodplain and is not considered part of public open space.

Council submitted that it preferred a modified version of option 2 because it does not impact on the existing allocation of open space and the purpose of the interface buffer is not to provide public open space.

Council presented to the Panel a modified version of option 2 which provided a verge of 6-8 metres behind the boundary with existing properties along the road reserve (option 2A). It stated that the variation in width of the verge in option 2A reflects site specific considerations such as individual trees and other issues.

Council supported the aspect of option 2 that aligns a local road along a significant part of a proposed buffer, creating additional setback and avoiding back-to-back development.

Council emphasised that large areas of public open space and new community sporting facilities are a key element of the development. Most of the public open space area (2.7 hectares) is to be set aside for active open space and the Proponent is to provide the infrastructure for new sports fields and community facilities. The remaining 0.848 hectares of public open space will be for recreational uses such as playgrounds and shared pathways.

Council's submission emphasised two key elements of the Agreement:

- it allows for not less than 800 potential dwellings

- the public open space requirement of 8.5 per cent and the Proponent's contribution of \$6 million in associated community infrastructure.

It stated that:

The owner's decisions about the level of community infrastructure or development infrastructure that it is prepared to agree are based on assessments of the return to the developer from the number of dwellings and related issues. This is a perfectly reasonable position for the developer to take. Failure for the Amendment to achieve those criteria allow for the renegotiation of the 173 agreement.

In addition, under the terms of the Agreement the Proponent purchased an area of Council land. The Proponent is required to make a public open space contribution of 8.5 per cent for that land, or about 0.2ha, which Council will allocate at the development plan and planning permit stage.

Council submitted that the final detail of the how this additional area of public open space will be allocated does not need to be represented in the Concept Plan to the DPO13. The final detail of public open space areas, "*... including precise quantity, relative to net developable area is properly dealt with at the development plan and planning permit stage*".

Mr McGurn gave evidence that retaining established vegetation along the boundary would contribute to the future amenity of the site as well as reduce the impact of the redevelopment on existing residents. He stated that for this reason he supported maintaining a good proportion of the existing vegetation:

... with an emphasis on retention of trees which make a high contribution to amenity along this interface (typically larger trees).

It is logical that preservation of vegetation in this manner can also be enjoyed by future residents as part of the passive open space provision through inclusion of a pathway along this alignment.

Council and the Proponent submitted that if either form of options 1 or 2 is adopted then the justification for the building height control on adjoining lots would be reduced. It may only be appropriate where there will be new residential lots directly abutting existing dwellings, along the southern end of the shared boundary where there is no existing landscaped area.

Council submitted that a restriction on building heights set out in the Concept Plan to the DPO13 is inadequate to ensure the "*indefinite imposition*" of a two-storey height restriction on the interface areas. Council preferred that clause 2 of the DPO13 be amended to require a permit condition for a section 173 agreement limiting building heights to two storeys where new dwellings would abut directly onto existing residences.

Council canvassed other options to achieve this including the use of restrictions on a plan of subdivision or covenant (now required through a memorandum of common provisions). It noted that these measures "*...are only enforceable by lot owners on the particular plan of subdivision, not Council and not any of the landowners to the east.*"

Mr McGurn's expert report aligned with Council's position on how best to secure a permanent two storey height limit. It stated that it would be necessary to have "*... a future agreement*

(or other restriction) applying to residential properties along this interface to eliminate the ability for dwellings to be three storeys in height once subdivision has occurred.”

The Proponent’s final submission was that a restriction in the DPO13 is sufficient to achieve two-storey development at the shared boundary with residential land. It stated:

Provided the restriction is clearly expressed there cannot be any ambiguity about the restriction and the Panel ought take comfort that further measures are not required.

Mr McGurn stated that the best way to impose the two storey limit via the DPO would be by marking it on the Concept Plan in the DPO13.

Seven local residents submitted at the Panel hearings on the issue of the interface buffer. They emphasised the loss of views and the neighbourhood character of a quiet, green open space, the loss of trees and loss of privacy. The submitters supported either option 1 or option 2 because it would preserve some landscape area between their properties and the new residences.

Mr Holt submitted that he had been keeping residents of Waradgery Drive informed about the development. He stated that he would miss the park space adjoining his property once the development proceeds. He would accept either option 1 or 2 as a landscape buffer.

Mr Holt advised the Panel that he made his submission on behalf of Pamela and Cees Tenge. He told the Panel that they object to back-to-back development and loss of vegetation and privacy. He stated that in response to the revised proposals for a buffer they would be more than happy with option 1 and failing that, option 2.

Scott Wiffen told the Panel that as his property does not abut the golf course he is not directly affected but he will miss the country feel of the golf course, and he does not support 2,000-3,000 trees being removed.

Deb Tucker stated that she enjoys the country feel of the golf course and bought a house in the area because of that setting. She stated that the residents welcomed the original buffer proposal and they were alarmed that it was removed in the exhibited Amendment. She told the Panel that she is relieved to see options 1 and 2 back on the table.

Judy O’Shea stated that she opposes houses being built to the back fence. She stated that she would like a buffer at the back of her property to preserve her lifestyle. She stated that her back yard and living area faces the golf course and her family moved there because of this feature.

Ms Tucker and Ms O’Shea pointed out that the proposed options 1 and 2 will leave some residents whose properties directly abut the golf course with new houses right up to their fence. Ms O’Shea pointed out that in Council’s proposed option 2A (Document 22) the buffer stops at her neighbour’s house.

Council submitted that this was an anomaly in the options and undertook to revise the Concept Plan. This revised Concept Plan was provided as Document 48.

Paul Mazzocchi stated that he purchased the land for his home 17 years ago. He stated that he was told at the time that the golf course would never be built on and the fence would never be removed because it was protected by a covenant.

He stated that when he learned that the developer had removed the buffer proposal he door-knocked his neighbours, most of whom wanted the buffer retained. He stated that he is not happy about thousands of trees being removed for the development and believes the impacts on the environment should be given more consideration. He would prefer the development did not go ahead. Mr Mazzocchi stated that he was happy with options 1 and 2 as long as the buffer goes all the way along the boundary.

Mary Soligo stated that she believes the bushland setting and habitat should be retained. She submitted that back-to-back development is not desirable and she wanted a 10 metre set back from existing properties. She submitted that she does not want two-storey houses looking into her property.

The Proponent submitted that the Concept Plan in DPO13 should be amended to show the width and characteristics of the preferred option for a landscape buffer.

Mr McGurn expressed the view that it would be of benefit to identify and secure the buffer outcome under the Landscape Plan requirement in DPO13 and for it to be identified more clearly in the Concept Plan.

Council submitted that the Panel does not need to resolve the width of the interface areas. It can simply recognise the need for an interface and the need for other public open space opportunities in the development.

Council's final working draft of the DPO13 (Document 52) proposed to amend the requirements for the Master Plan so that it would include:

Details of the treatment to residential interfaces along the irregular eastern boundary of the land, including a minimum rear setback to existing adjoining dwellings, generally in accordance with Figure 1 including either:

- *retention of a vegetated landscape buffer generally between 5m and 8m in width, including retaining high amenity trees where practical; or*
- *where proposed allotments share a direct abuttal with existing residential land a maximum two storey building height within 15m of the shared boundary.*

Council proposed to amend the Landscape Master Plan requirements so that instead of requiring it to show how it will address sensitive interfaces including maximum building height and retention of existing trees and vegetation, it would require:

Landscaping detail for the landscape buffer at the residential interface along the irregular eastern boundary of the land.

Council also proposed a Concept Plan showing a 5-8m wide landscape buffer along most of the boundary with existing residences, and the area beyond the buffer where the two-storey height limit applies. It included a handwritten notation showing the potential additional location of the public open space adjacent to the creek.

Council proposed new wording in clause 2 of DPO13 creating a new permit condition requiring a section 173 agreement for lots with a direct abuttal to existing residential land limiting development to two-storeys within 15 metres of the abuttal.

4.3 Discussion

The residents who adjoin the golf course face a major change with the golf course being replaced by a new residential development at their back fences. The residents were understandably emotional and passionate about preserving some of their existing bushland setting and privacy. The Proponent has been sensitive to the importance of providing a transition for the existing residents, demonstrated by its early plans for a landscape buffer and planting vegetation along it in 2016.

All the submitters agreed that it is not desirable to have back-to-back development along the boundary with existing residences where it can be avoided. The Panel supports this outcome.

The Panel agrees that a landscape buffer should be provided on the boundary between existing residents and the new subdivision to retain some of the residents' current amenity.

Council's desire for transformative public open space in the development is commendable. The Panel agrees with the principle that public open space should not be compromised for a private buffer. A shared pathway with a wide verge as envisaged in option 1 would be enjoyed by residents of the surrounding area and should arguably be accommodated as part of the public open space allocation for the development.

The Panel observed the boundary with some of the existing properties on Waradgery Drive during its site inspection. It noted that a five to eight metre verge from the back fences, as proposed in option 2A would likely result in most of the existing trees being removed. Only the more recent understorey plantings would remain except where there are high amenity trees. Nonetheless when combined with the proposed road reserve it is a reasonable interface for existing residents.

The Panel supports option 2A with a road reserve and verges that total at least 17 metres in width, which was acceptable to local residents, the Proponent and Council.

The proposed landscape buffer will provide a setback for most of the existing residences which removes the justification for a two storey height restriction for buildings along the residential interface. But there will be some properties with direct abuttal to the new residential lots that will not be part of the landscape buffer. The Panel agrees with Council's proposal for a two storey building height restriction for new dwellings with direct abuttal to the boundary of existing residences.

The Panel does not agree with the proposal for a permanent building height restriction under a section 173 agreement registered on title.

Council pointed out that without a permanent restriction in 10 to 15 years the owners of the new dwellings could be free to build beyond two storeys. The Panel sees no reason why they should not be able to do so given that the existing residents would be able to do so as well.

The Panel believes the purpose of the two storey height limit is to achieve a transition to soften the impact of the new development on existing residents. Section 173 agreements are a permanent restriction on land uses and should only be used when justified for the purpose

of good land use planning, rather than favouring some land owners over their neighbours. It does not serve the purpose of coherent neighbourhood planning to impose a permanent two storey building height restriction on properties along an arbitrary line of historic land use change.

The Panel believes that the DPO13 should identify and secure the minimum width and characteristics of the landscape buffer.

Council's final working draft of the DPO13 makes a general attempt at doing so by representing the extent of the proposed buffer in the Concept Plan and including a new requirement for the Master Plan to detail a minimum rear setback to existing adjoining dwellings by retaining *"a vegetated landscape buffer between 5 and 8 metres in width, including retaining high amenity trees where practical."* It does not spell out the road reserve element or indicate the overall minimum width of the buffer, which would total 16.5 metres.

The Panel believes that Council would benefit from more clearly describing the characteristics of the landscape buffer, specifically by referring to a road reserve.

The Panel agrees with the two storey building height restriction as expressed in the Concept Plan in Council's final working draft of the DPO13. It does not support Council's proposed new wording in clause 2 of the DPO13 creating a new permit condition requiring a section 173 agreement.

4.4 Conclusions

The Panel concludes:

- DPO13 should provide for a landscape buffer along the back of existing residences on the irregular eastern boundary with the golf course
- DPO13 should describe the characteristics and width of the buffer made up of a road reserve with a vegetated landscape buffer between 5 to 8 metres in width and retaining high amenity trees where practical
- DPO13 should provide clearly for a building height restriction of two storeys for new dwellings on the boundary with existing residences that are not separated by the landscape buffer, along the southern end of the eastern boundary
- there is no justification for a permanent building height restriction on the new lots.

The exhibited DPO13 should be replaced with the Panel preferred version (Appendix D), which incorporates the Panel's findings and conclusions.

5 Traffic issues

5.1 The issues

The issues are whether:

- the traffic modelling is appropriate
- the traffic volume proposed for Emmeline Row is appropriate
- a bridge over the Corhanwarrabul Creek is required
- the lack of public transport limits the development.

5.2 Traffic Modelling

(i) Evidence and submissions

The Proponent engaged the Traffix Group to prepare a traffic engineering assessment of the proposed rezoning. This report, the *Traffic Engineering Assessment – Proposed rezoning at 14 Corporate Avenue, Rowville (Kingston Links Estate) July 2016* (Traffix Report) concluded, amongst other things, that:

- a total of 1020 dwellings in the Kingston Links and Stamford Park developments would result in 8,860 vehicle movements per day (vpd)
- a total of 816 vehicle movements were expected at the Corporate Avenue/Wellington Road and Emmeline Road/Stud Road intersections
- mitigating works in the form of a separate left turn lane onto Wellington Road and a left turn slip lane from Wellington Road into Corporate Avenue would be required at the Corporate Avenue/Wellington Road intersection.

Following further analysis based on Journey to Work data, a memorandum to the Traffix Report, dated 17 August 2016, confirmed the preferential split for around 71 per cent of vehicles predicted to utilise Stud Road and 29 per cent to use Wellington Road.

Council submitted that it was likely mitigation works will be required at the Corporate Avenue/Wellington Road intersection, potentially including some turning measure control at Corporate Avenue South. Council added that the mechanism to ensure such mitigation measures were applied exists through the development plan, the proposed Integrated Transport Management Plan (ITMP) and permit conditions. Council invited the Panel to add specific additional reference to Corporate Avenue and Wellington Road, and Corporate Avenue South.

The Proponent submitted that the traffic generated by the proposal can be accommodated by the local street network, and any associated impacts are acceptable in urban design and amenity terms. The Proponent advised the Panel that:

The development will rely on two access points to the arterial road network, to Stud and Wellington Roads. A circuitous connector road will be provided between these access points, to eliminate rat-running. Certain areas within the Amendment land will utilise Wellington Road regardless of destination. The Stamford Park and Business Park will more likely use the Stud Road access. Commercial traffic associated with land on Corporate Avenue will be unlikely to

use the connector road through the development, given the proximity of Wellington Road.

Mr Hunt (called by the Proponent) undertook a review of the Traffix Report and concluded that it was an appropriate piece of work. He stated:

In my opinion, the most critical of the issues raised relates to the assumptions adopted with respect to the distribution of traffic movements generated by development of the site and the consequent extent of traffic modelled to utilise the Emmeline Row/Stud Road intersection via the extension of Emmeline Row to the west through the Stamford Park Development site.

Mr Hunt advised the Panel that, in concluding a 75/25 percent split between the Stud Road and Wellington Road intersections, the Traffix Group had based this calculation on available capacity and travel times. He added that this distribution had been queried by Council, VicRoads and others looking for a trip destination-based assessment model. Consequently, he undertook an alternative distribution assessment based on the *Victorian Integrated Transport Survey (VISTA) for outer suburbs of Melbourne*. This assessment, based on 1,010 dwellings (820 in Kingston Links and 190 in Stamford Park) concluded that the overall expected distribution would be:

- 60 per cent to the Stud Road/Emmeline Row intersection
- 35 per cent to the Wellington Road/Corporate Avenue intersection
- 5 per cent internal.

Mr Hunt added that the revised distribution reduced the traffic volumes generated by Kingston Links travelling along Emmeline Row to Stud Road from 4,920 vpd to 3,600 vpd.

Mr Walker, who appeared for Stockland (developer of the Stamford Park Estate) submitted that in any assessment, the design of Kingston Links should be undertaken in a manner that does not prejudice the amenity of the Stamford Park Estate particularly with respect to traffic volumes.

Mr Walker called Mr Davies to give traffic evidence. Mr Davies did not support the Traffix Report view that the intersection of Emmeline Row and Stud Road had a significant amount of spare capacity. Mr Davies stated that it was appropriate for up to 3,000 vpd to use Emmeline Row and concluded that there was a need for 5,200 vpd to be accommodated via the Wellington Road/Corporate Avenue intersection.

RSVPlanning submitted that the proposed development would have a significant impact on the traffic in Corporate Avenue and consequently, on the businesses of the Corporate Avenue Industrial Estate. He added that:

... the traffic impact is an "unknown factor" and should and must not be left to the sole discretion of the Responsible Authority and the Developer without further recourse to those who will be directly and ultimately detrimentally impacted by this proposal.

In her evidence, Ms Donald (called by Mr Varcoe) concluded that it was not possible to properly consider the impacts of the proposed development because of the lack of detail available. She added that the Traffix Report was based on incorrect assumptions of existing conditions.

Mr Wiffen and Mr Holt submitted that they were concerned that the intersection of Wellington Road and Corporate Avenue would not be able to accommodate the additional cars. Ms Tucker submitted that she already experienced considerable difficulty in getting out of her street onto Stud Road.

On 1 March 2017 a conclave of the three traffic expert witnesses was held of the offices of GTA Consultants. The conclave was useful in narrowing the issues in dispute between the experts. A summary of the outcome of the conclave was provided to the Panel (Document 29). With respect to the traffic modelling undertaken by the Traffix Group, the conclave of experts agreed that:

- the traffic generation rate of eight movements per household per day and 0.8 movements in the peak hour adopted in the Traffix Report is appropriate
- the updated existing volumes should be adopted in preparation of the ITMP
- the traffic distribution modelling in the Traffix Report, seeks to balance available capacity and should be modified, with alternate modelling undertaken to reflect:
 - the nature and breakup of residential trip purposes (such as identified in the VISTA surveys)
 - the likely origin/destination of trips based on:
 - residential precincts within the site
 - connections to the arterial network
 - location of nearby services and facilities
 - journey to work data
- distribution analysis undertaken as recommended would be likely to result in increased traffic volumes using the Wellington Road/Corporate Avenue intersection. As a consequence, additional works are likely to be required to satisfactorily accommodate projected volumes.

The experts noted that adoption of base traffic data and growth rates was a matter for VicRoads.

The experts did not agree on the likely traffic volume distribution percentages.

(ii) Discussion

The Panel accepts the agreements reached as part of the conclave and acknowledges that it assisted the Panel in reaching its conclusions. In addition, the Panel recognises the challenges associated with modelling the likely traffic generation and distribution for a development proposal that lacks a detailed configuration. Any modelling is influenced by the assumptions upon which the model is based and, in the case of traffic modelling, how the existing conditions are identified and calibrated.

The Traffix Report distribution calculations were based on the identified capacity of the Stud Road/Emmeline Row and Wellington Road/Corporate Avenue intersections. It assumed only minor left turn modifications to the Wellington Road/Corporate Avenue intersection. The evidence of the experts was that a more substantial reconfiguration of this intersection would be necessary. A number of options were presented to the Panel; however, it is not the Panel's role to canvas these options. Ultimately, any changes to this intersection would require the approval of the relevant State and local roads authorities. The reconfiguration of the

intersection should alter the traffic distribution which is a matter for the relevant roads authorities.

Where there is a difference of opinion on traffic matters the Panel found the evidence of Mr Hunt, who provided a peer review of the traffic analysis work for the Proponent, of most assistance. In addition, the Panel was assisted by and supports the agreement reached by the conclave with respect to the ITMP provisions in the DPO13. The conclave's statement included the following:

It was agreed that the ITMP should include a requirement to consider

- *mitigating works at the intersection of Wellington Road Corporate Avenue and/or alternate access to Wellington Road to provide adequate traffic capacity to cater for anticipated traffic generation and to retain appropriate access to the Corporate Drive Precinct*
- *identification of appropriate complementary works in order to retain or improve access from South Corporate Avenue to Wellington Road.*

It was agreed that a number of mitigating options are available to increase the capacity of the Wellington Road/Corporate Avenue intersection.

(iii) Conclusions

The Panel concludes:

- the updated existing volumes provided by Mr Hunt (Document 30) should be adopted in preparation of the ITMP
- the traffic distribution modelling undertaken by the Traffix Report should be modified to reflect:
 - the nature and breakup of residential trip purposes
 - the likely origin/destination of trips based on:
 - residential precincts within the site
 - connections to the arterial network
 - location of nearby services and facilities
 - journey to work data
- the distribution analysis undertaken should anticipate the works required at the Wellington Road/Corporate Avenue intersection.

5.3 The connection to Emmeline Way

(i) Evidence and submissions

Council submitted that it recognised the increase in residential density for Kingston Links proposed by the Amendment compared to what was contemplated at the time of Amendment C93 which enabled the development of Stamford Park. Council added that it:

... does not accept the necessary limitation of 3,000 vehicles per day on Emmeline Row, that amount is and remains an estimate for the relevant road capacity and often sees capacities beyond 3,000 vehicles accommodated on such roads.

Council recognises the proposition that there could be design features added to roads within Kingston Links which discourage movement towards Stamford Park however believes those matters should be considered after there is more clarity regarding the likely balancing of traffic movement and of the development plan stage.

Mr Townshend, on behalf of the Proponent, submitted that the modelling provided by Mr Hunt indicated that the traffic volume through Stamford Park would be between 3,800 and 4,900 vpd. He advised the Panel that Mr Hunt had classified the road as a Connector Road Level 2 because of the modelled traffic volume within the Stamford Park development that uses Emmeline Row (which was between 2,800 and 3,860 vpd). Mr Townshend acknowledged that the Emmeline Row reservation fell 3.6 metres short of the width of a Connector Road Level 2. He added that there is:

... no difference in physical vehicle capacity between the Emmeline Row cross section of 20m, and Connector Road Levels 1 and 2. The distinction lies in the different reservation widths.

The Proponent submitted that it was unreasonable to limit Emmeline Row to 3,000 vpd.

Mr Hunt's evidence described Emmeline Row as:

... a bus capable connector route, providing for a 3.5 metre traffic lane in either direction with indented kerbside parking, and a 4.2 metre verge on each side within a 20 metre reservation.

Mr Hunt informed the Panel that there are two levels of connector street described in the Knox Planning Scheme. Both have the same geometry with the main difference being the increased width of the Connector Street Level 2 road verge on either side, which was to provide greater separation between properties and the higher traffic speed and volumes on the carriageway. He described Emmeline Row as a 'Modified Connector Street'.

Mr Hunt noted the following outcomes from his revised traffic distribution modelling:

- *The volume of traffic using the connector road falls within the recommended range under the Planning Scheme and hence, subject to appropriate design, is a satisfactory and appropriate outcome.*
- *Volumes through Stamford Park can be expected to range between 3,800 and 4,900 vpd, such that the road will act functionally as a Connector Road - Level 2 with a target volume of between (3,000 and 7,000 vpd) as defined in the Planning Scheme.*
- *The proposed development of Kingston Links can be expected to generate approximately 3,600 vehicles per day through Stamford Park site.*
- *Volumes throughout Kingston Links Estate will be between 2,800 and 3,860 vpd, partially justifying a Level 2 categorisation.*

Mr Walker submitted that Stamford Park had been designed and approved as a "benchmark project or exemplar for contemporary, diverse, sustainable and higher density suburban developments in Knox". He added that the roads, including Emmeline Row, had been designed as low speed pedestrian and bicycling friendly environments with low traffic volumes. Mr

Walker argued that Emmeline Row had been designed and approved “*on the basis that it would have an environmental capacity of up to 3,000 vehicles per day*”.

Mr Walker argued that the traffic evidence provided on behalf of the then owner of Kingston Links to the Amendment C93 Panel, which approved the Stamford Park development, was based on a Kingston Links yield of 450 dwellings. On this basis the redevelopment of the Kingston Links Golf Course would generate around 1,440 vpd along Emmeline Row. Mr Walker submitted that Stockland was required to develop the Stamford Park land in accordance with DPO9 and a section 173 agreement which required that Emmeline Row be constructed within a 20 metre road reserve, reduced to 17 metres adjacent to public parks. In summary, Mr Walker’s argument was that:

Council approved the Stamford Park Development Plan Report (August 2016) (Stamford Park Development Plan), and the Transport Impact Assessment, prepared by GTA consultants and dated 3 November 2016 (Stamford Park TIA).

These documents reinforce the nature of the Stamford Park Estate as an innovative and contemporary suburban development, with a low speed, pedestrian and bicycle friendly environment, and with low traffic volumes, including along Emmeline Row.

They also confirm that Emmeline Row was designed and approved on the basis that it would have an environmental capacity of up to 3,000 vehicles per day.

The view was supported by Mr Davies’ evidence. Mr Davies agreed that the traffic generation adopted for Kingston Links was appropriate but did not support the distribution of traffic which was “*contrived on the basis of assumed 'spare' capacity at the Stud Road/Emmeline Row intersection*”.

Mr Davies stated that Emmeline Row had been designed as a Connector Street Level 1 under Clause 56.06-8 and was consistent with a PSP Access Level 2 both of which have an intended capacity of 3,000 vpd. He recommended that additional capacity be created at the Wellington Road/Corporate Avenue intersection to limit the number of vehicles from Kingston Links using Emmeline Row to 1,500 vpd. As a consequence, he recommended a number of changes to the ITMP requirements of the DPO13.

The conclave of traffic experts concluded that mitigating works on the Corporate Avenue/Wellington Road intersection was the key to reducing traffic volumes in Emmeline Row. The conclave concluded:

It was generally agreed that volumes utilising the link would be less than implied by the Traffix modelling, provided that sufficient capacity was established at Corporate Avenue/Wellington Road to accommodate a modified distribution.

It was generally agreed that the ITMP should consider appropriate traffic management works in the link road to mitigate use by through traffic.

The conclave did not reach agreement on nominating a target vehicle volume for Emmeline Row.

Mr Walker submitted that the Kingston Links development should respond to its context and that the environmental carrying capacity of Emmeline Row was part of that context.

Consequently, he argued, the DPO13 should be modified to ensure that the Emmeline Row design capacity is not exceeded. He submitted that one of the requirements for the ITMP be modified as follows:

- *any local area traffic management works required having regard to the characteristics of Emmeline Row, including the need to discourage through traffic and encourage low traffic speeds, and the environmental capacity of Emmeline Row (being up to 3,000 vehicles per day).*

Mr Davies concluded that Emmeline Row was a Connector Street Level 1 with a capacity of 3,000 vpd. Consequently, he recommended that the ITMP provisions of the DPO13 *must* include the following:

The Integrated Transport Management Plan must include:

- *Measures to ensure that no more than 1,500 vehicles per day generated by the development will utilise Emmeline Row to access the arterial road network, including.*
 - *Appropriate mitigating works at the Wellington Road/Corporate Avenue intersection and/or alternate access to Wellington Road to provide adequate traffic capacity to cater for the anticipated traffic generation;*
 - *Local Area Traffic management on the road connecting to Emmeline Row to discourage through traffic and reduce traffic speeds*
- *An assessment of the expected impact of traffic generated by the development on the existing road network including the extension of Emmeline Row and any mitigating measures required to address identified issues to the satisfaction of VicRoads and the Responsible Authority.*
- *Measures to ensure that all Kingston Links construction related traffic is required to access the site via the Corporate Avenue/Wellington Road intersection and does not use Emmeline Row.*

Mr Dash, in his evidence for Stockland, stated that it was necessary that the DPO13 includes appropriate requirements to ensure that the amenity of Stamford Park is protected. He recommended the following changes to the overlay:

The Integrated Transport Management Plan control should be amended to prevent unreasonable impacts on the amenity associated with the approved development at 980 Stud Road as a result of car movements beyond those associated with the 980 Stud Road development.

In my view, the control should seek to limit the number of movements along Emmeline Road within 980 Stud Road traveling to and from the intersection of Stud Road and Emmeline Row through:

- *Nominating a maximum number of traffic movements associated with future development of the Kingston Links Golf Course site to be allowed through 980 Stud Road, and capping vehicle numbers to 3,000 vehicles per day;*
- *The implementation of design features for the road link connecting the Kingston Links Golf Course with 980 Stud Road which would discourage through traffic and reduce vehicle speeds along the road link. This could*

include the use of paving materials, traffic calming devices, reduced pavement widths, speed limits and pedestrian priority zones; and

- *The changes to the DPO as set out in Mr Davies report.*

I also consider the first bullet point specifying the requirements for the Integrated Transport Management Plan should be reworded as follows:

- *An assessment of the expected impact of traffic generated by the development on the existing road network, and the development at 980 Stud Road, and any mitigation measures required to address identified issues.*

RSVPlanning informed the Panel that many of the traffic issues were still unresolved. These issues included:

- *access/egress points*
- *total vehicle movements*
- *the assumed direction that these movements will take*
- *potential queuing at the Corporate Avenue, South Corporate Avenue and Wellington Road intersection(s)*
- *capping on the dwelling yield*
- *impact on current car parking arrangements to facilitate new access/egress point(s)*
- *impact on existing businesses with respect to deliveries and pick ups*
- *public transport options.*

RSVPlanning submitted that until these matters could be resolved the Amendment was premature.

VicRoads submitted that any mitigation measures identified should be to its satisfaction.

(ii) Discussion

A great deal of the argument on traffic matters focused on the designation of Emmeline Row and the number of vehicles from Kingston Links that should use this road. From the evidence provided to the Panel it appears that there is agreement that the total number of vehicles using Emmeline Row will be in excess of 3,000 vpd and that the majority of these vehicles will originate from the Kingston Links development.

The evidence presented to the Panel also confirmed that mitigation works at the intersection of Wellington Road and Corporate Avenue have the capacity to alter the directional split. In other words, by increasing the capacity of the intersection, more vehicles, predominantly from Kingston Links, would use the Wellington Road/Corporate Avenue intersection.

The Panel accepts Mr Hunt's evidence that the fundamental difference between a Connector Street Level 1 and 2 is the traffic volume. The Panel notes that the footnote in the Key to Table C1 in Clause 56.06 states that the maximum traffic volume is indicative over a 24 hour period and rates may vary between existing and newly developed areas. The design criteria in Table C1 of Clause 56.06 and the provisions of Clause 56.06-7 provides the capacity for the roads authority to specify different requirements.

However, the point was well made by Mr Walker that an Access Street level 2 and both Connector Street Levels have similar carriage widths. The Panel notes that an Access Street

Level 2 and a Connector Street level 1 have the same maximum for traffic volume even though a Connector Street Level 1 does not offer a volume range.

Because of the lack of clarity around the traffic distribution and the similar descriptions applied to a Connector Street Level 1 and 2, the Panel does not support the application of a somewhat arbitrary limit of 3,000 vpd. However, the Panel acknowledges that traffic volumes make a substantial contribution to the amenity of a street and the development that Stockland has attempted to create, at the direction of Council. This amenity should be considered as part of the traffic management and ITMP required by the DPO13. But the Panel does not support the amenity being described as a maximum of 3,000 vpd. The Panel supports Emmeline Row being described as consistent with a Residential Collector Street, which is the designation and specification of Emmeline Row used in the section 173 agreement signed by Stockland and the Knox City Council.

The discussion around the evidence of Mr Walsh given at the Amendment C93 Panel Hearing, which was based on a development of 450 dwellings in Kingston Links, has some contextual relevance but did not greatly assist the Panel. The matter before the Panel is a development of the Kingston Links that would yield in excess of 800 dwellings.

Given that any mitigation works would involve intersections with the VicRoads network it is reasonable that these changes be to its satisfaction.

(iii) Conclusions

The Panel concludes:

- the amenity of Emmeline Row as a Residential Collector Street is a matter that should be considered as part of the ITMP required by the DPO13.

5.4 Bridge over the Corhanwarrabul Creek

(i) Evidence and submissions

Transport for Victoria requested that the ITMP require the applicant to consider provision of a vehicle link into the Caribbean Gardens employment area to the north. This link could be potentially a bus only connection.

VicRoads submitted that the ITMP should be altered to include the following:

The Integrated Transport Management Plan shall preclude a road connection from the site to Dalmore Drive.

ConnectEast submitted that Council had sought its view on a possible road link between the Caribbean Gardens and Kingston Links. ConnectEast added that it would not support this link because the *“existing access from Eastlink is a non-standard interchange for an urban freeway and the creation of the link would complicate what is already a less than desirable freeway access arrangement”*.

Council identified the inconsistency in the submissions from Transport for Victoria and VicRoads and submitted that it would not oppose a vehicle link to Dalmore Drive. Council acknowledged that this road and the Caribbean Gardens estate are private land.

Mr Hunt informed the Panel that in his opinion:

... a northerly connection to Dalmore Drive, at least but not necessarily limited to a bus route, should be further explored in association with the preparation of the Development Plan and ITMP.

Mr Davies states that it was not clear if there is to be a road link between the development site and the north. He also identified the difference in the submissions of Transport for Victoria, VicRoads and ConnectEast.

(ii) Discussion

The submissions and evidence concerning traffic matters presented to the Panel largely focused on the Stud Road/Emmeline Row and Wellington Road/Corporate Avenue intersections being the only access/egress to Kingston Links.

The Panel notes that the submission of VicRoads, whilst requesting the specific exclusion of a connection to Dalmore Drive, does not provide any further explanation of the reason for this request. ConnectEast, however, explained that access from Eastlink is non-standard. Unfortunately, ConnectEast withdrew from the hearing and the Panel was not able to explore this matter further.

Whilst the Panel acknowledges the view expressed by VicRoads, the Panel is mindful that the ITMP should explore all options. One of those options may be a connection to Dalmore Road which is the approach proposed by Mr Hunt. The Panel supports this view that a northern connection should be explored as part of the development of the ITMP and should not be specifically ruled out.

(iii) Conclusions

The Panel concludes:

- consideration of a northerly connection to Dalmore Road should not be specifically excluded from the ITMP.

5.5 Public transport

(i) Evidence and submissions

Submissions from Judy Wilding and RSVPlanning highlighted the lack of public transport in the area.

Council acknowledged the lack of access to rail services and submitted that there are other options including bus. The *Knox Integrated Transport Plan 2015-2025* identifies the lack of public transport as a municipal wide issue.

Mr Hunt concluded that Kingston Links has relatively poor access to public transport with limited bus access and bus routes along Stud Road and Wellington Road. He concluded:

The proposed connector link through the Kingston Links and Stamford Park, required under the proposed planning controls to be a "bus capable" route", will provide the opportunity for improvements to bus services to the area.

In particular, the provision of these services will provide alternate means of access to local facilities proposed within the development area as well as existing facilities, schools and services in the Stud Park precinct.

In my opinion, extension of the bus linkages to provide a connection to the Caribbean Gardens Business Park and employment areas to the north should also be considered in conjunction with preparation of the Development Plan.

(ii) Discussion

The provision of public transport is the responsibility of Public Transport Victoria and not the Proponent or Council. However, the Panel notes that the ITMP requires “*provision for bus movement through the site*”.

The Panel notes from the submission of Mr Walker that Emmeline Row has been designed to accommodate bus movement through the Stamford Park development. The continuation of this design element through Kingston Links makes sense. Consequently, the Panel supports this approach which ensures that the option of a bus route through the site be considered as part of the overall transport management of the site.

(iii) Conclusions

The Panel concludes:

- the indicative road plan should include provision for bus movement through the site.

6 Development Plan Overlay Schedule 13

6.1 The issues

The issues are:

- whether the DPO13 is the appropriate tool and whether the drafting and alterations proposed during the hearing are appropriate
- whether the removal of third party notification and appeal provisions is appropriate
- whether the section 173 agreement is appropriate and should be referenced in the DPO13.

6.2 DPO drafting

(i) Evidence and submissions

Post exhibition and during the hearing a number of changes were proposed for the DPO13. A number of submissions and the evidence presented to the Panel also recommended changes to the DPO13.

At the commencement of the hearing the Proponent presented an amended DPO13 (Document 20) which was further amended during the course of the hearing (Document 39). In addition, Mr Walker offered an amended version of the Proponent's revised DPO13 (Document 42). Due to the nature of the changes and the nature of the submissions made, the Panel requested that Mr Walker provide a final marked copy of his preferred version of the DPO13, that it be circulated to all parties and that comments be received within a week of the conclusion of the hearing (Document 51). Council, rather than marking up the version submitted by Mr Walker, provided a consolidated version with its recommended changes and those agreed with the Proponent (Document 52).

Council submitted that it generally supported the modifications proposed to the DPO13 by the Proponent. Council did not support the requirement for a bond requested by ConnectEast and provided the following additional comment:

- *Clause 2.0 requires amendment if the proposed storey limitation for abuttal to existing dwelling lots is to be successfully applied. A condition for permits "...requiring a section 173 agreement, to ensure a maximum 2 storey limit and minimum setbacks in respect of new lots having direct abuttals with pre-existing residential lots external to the Kingston Links development".*
- *Clause 3.0: ITMP-The changes through this clause are supported generally. Note the Panel may wish (after the Panel Hearing process) to incorporate more specific reference to the assessment of and need for traffic mitigation measures for, the Corporate Avenue and Wellington Road intersection. As to whether other mitigation ought to include measures to encourage residents of Kingston Links away from Emmeline Row appears less likely but may be considered.*
- *The Concept Plan is targeted for improvement in clarity. This may include the reference to the interface, including the 2 storey limitation and notation*

of the landscape retention and buffer strip, yet to be formally proposed or finally supported.

- *Finally, if the "Buffer" is to be supported specific reference to that is required in Clause 3.0 under the Landscape masterplan heading.*

The Proponent provided the Panel with amended versions of the DPO13 that reflected its response to the issues raised in submissions and during the hearing. The Proponent's conclusion was that it was:

... clear from the submissions received and evidence presented at the hearing that the contentious issues in this case are relatively confined. It is also clear that they can be appropriately addressed in the drafting of the DPO.

Mr McGurn gave evidence that the DPO13 was acceptable and provided for the orderly management and residential development of the site. In addition, he made the following observations of the controls in the overlay:

- *A clearer version of the Concept Plan should be included at Figure 1 of the schedule.*
- *Inclusion of a 'Grassfire Mitigation and Management Strategy' or similar as a separate requirement under the Development Plan.*
- *The requirements for the Masterplan to include an indication of the 'Agreed Development Line' established in consultation with Melbourne Water.*

Council advised the Panel that on 5 February 2018 Melbourne Water had provided a later written comment with plans. The plans showed an 'Agreed Development Line' for the Kingston Links. The written comment stated:

Please refer to the attached plan showing the agreed development line boundary for the proposed redevelopment of the Kingston Links Golf Course. Melbourne Water has no objection to the proposed planning scheme amendment for the rezoning of the Kingston Links Golf Course subject to compliance with the development line boundary as per the enclosed plan.

Council submitted that it supported the inclusion of the 'Agreed Development Line' in the requirements for the Masterplan in DPO13.

Mr Walker submitted that the construction of Kingston Links could seriously impact on the amenity of Stamford Park and that the requirements for the development plan be modified to include:

- *A construction management plan, which addresses the measures that must be taken to appropriately manage construction activities on site, including measures to ensure that construction vehicles do not use Emmeline Row to access the site.*

Mr Walker also submitted that Stockland be given notice of the ITMP and be provided an opportunity to make a submission. This matter is discussed in the more detail in the following section.

Mr Dash recommended the following changes to the overlay:

... the Requirement for an Environmental Management Plan should include a provision preventing the movement of vehicles (cars, trucks and construction machinery) associated with construction activities on the site from impacting the amenity of residents at 980 Stud Road. The provision could be set out as follows:

- *The Environmental Management Plan must include:*
 - *A Traffic Management Plan for the site identifying the location of the proposed vehicle access point(s) and detailing the measures to ensure the residential amenity of the Stamford Park residential development is not impacted by the movement of vehicles (cars, trucks and construction machinery) associated with construction activities on the site.*

(ii) Discussion

PPN23 provides guidance on, amongst other things, how to use the DPO. The Panel notes that PPN23 provides the following description of the content of the plan required by a DPO:

The requirements for plan content provide the basic minimum of issues that a plan can address. Plan content is not limited by the schedule unless the schedule specifically restricts what the plan can contain. A plan must meet the schedule requirements.

The schedule provides the planning authority with a valuable opportunity to establish a strategic framework for the content of a plan and provides developers and third parties with certainty about what the plan must contain. This is particularly valuable if the plan is to be introduced after the overlay, and for all DPO plans.

A development plan is meant to provide a framework from which detailed permit applications can be advanced. A development plan is not intended to contain the detail of a permit application but rather provide guidance on how the proposal should be developed and what matters need to be considered and issues addressed. In many ways the schedule to the overlay provides a framework for the framework.

Amongst other things PPN23 outlines that the DPO is used to:

- *require a plan to be prepared to coordinate proposed use or development, before a permit under the zone can be granted*
- *guide the content of the plan by specifying that it should contain particular requirements*
- *provide certainty about the nature of the proposed use or development.*

The Panel supports the view that the DPO is the most appropriate tool to guide the future development of the Kingston Links. For the reasons discussed in 5.3 above, the Panel does not support the addition of a requirement for a specific limit on the number of vehicles using Emmeline Row and the changes to the DPO recommended by Mr Davies.

The Panel accepts that the requirement for an EMP to consider construction activities is reasonable. The matters which the EMP must include as detailed in the exhibited DPO13 omits any reference to construction vehicles. The Panel agrees with Mr Walker's assessment that a significant amount of earth works will be required to reform the golf course into a

residential area raised above the floodplain. Given the limited access to the site, any impact on the amenity of surrounding land uses by large vehicles hauling fill, needs to be considered as part of a permit application and consequently should be documented in the DPO. From this perspective, the Panel supports the evidence of Mr Dash with respect to the inclusion of a requirement in the EMP for traffic management of construction vehicles without the specific reference to Stamford Park. In the Panel's view the consideration of amenity should not be limited to one location.

The Panel notes that this view was also that of the conclave of traffic experts that concluded:

It was agreed that a Construction Management Plan should be formulated in association with preparation of the Development Plan, informed by analysis of staging requirements of traffic works identified in the ITMP

The Panel agrees with the recommendations of Mr McGurn, particularly the inclusion of a requirement for a grassfire management strategy which was recommended by the CFA and the inclusion of the 'Agreed Development Line'.

The Panel notes the other changes made by the Proponent and that these changes were generally not in dispute and supported by Council. These changes to the DPO13 were agreed by Council and the Proponent to accommodate submissions and include:

- provision of a 2 metre building setback from the EastLink boundary to allow for maintenance and construction
- a requirement for details of contaminated soil management
- a requirement to detail the built form interface between the Mixed Use Zone and future residential development.

(iii) Conclusions

The Panel concludes:

- the DPO13 is the appropriate tool to manage the future development of the Kingston Links development.
- the DPO13 should be amended to:
 - include the changes in the version submitted as Document 52
 - require the formulation of a construction management plan in association with the preparation of the development plan
 - include a requirement for a 'Grassfire Mitigation and Management Strategy' or similar as a separate requirement under the Development Plan
 - include a clearer version of the Concept Plan at Figure 1
 - include an indication of the 'Agreed Development Line' established in consultation with Melbourne Water.
- the changes to the exhibited DPO13 in response to submissions as submitted in Document 20 are appropriate.

6.3 Third party notification and appeal

(i) Evidence and submissions

Mr Walker argued that Stockland, as the developer of the Stamford Park Estate, was directly affected by the proposed *split of traffic, and traffic modelling and predicted traffic outcomes, and traffic works, intersection upgrades, that result from the approval of the ITMP*. He submitted that there were a number of uncertainties in the detailed design, and that a number of changes were required to the DPO13 which he provided in a tracked changes version (Document 42 and Document 51). Amongst these changes was a requirement that the responsible authority notify Stockland of the ITMP or any amendment to it and provide an opportunity for Stockland to make a submission.

Mr Dash gave evidence that an alternative approach to nominating a maximum number of vehicles that could use Emmeline Row (as discussed in Chapter 5.3) would be to alter the Schedule to require notice of the Development Plan before it could be approved. He added:

Whilst this is not a common provision within a Development Plan Overlay, it is a means of formalising the community's ability to participate in Knox Council's assessment of the Development Plan in a case such as this where, in my view, an insufficient body of evidence is currently available for consideration

RSVPlanning submitted that it was of concern that his clients would be unable to provide any further comment on the ITMP, especially as their business was impacted by the access to Corporate Avenue. He submitted:

There is uncertainty in relation to the timeframes for which specific road projects need to be delivered and whether this is reasonable. It is difficult to determine this potential impact without the traffic report outlining when traffic numbers will hit saturation points.

On this basis RSVPlanning argued that the Amendment should not proceed. However, he submitted that if the Amendment did proceed it should do so only on the basis that business owners, adjoining developments and residents have the opportunity to provide input to the development plan.

Ms Donald gave evidence that the rationale in PPN23 did not apply to the Kingston Links proposal because there would be:

... significant effects on third-party interests, the site is not self-contained, it abuts an established residential area, and it achieves access through an existing industrial area, and potentially an approved residential estate.

Ms Donald added:

... in my opinion it is premature to approve Planning Scheme Amendment C142. Should it be approved, it is essential to retain third party rights given the many uncertainties associated with the proposal.

She concluded that Stockland and others affected should have the opportunity to comment on the detailed development plans, particularly in relation to traffic matters.

Council submitted that it was strongly opposed to any alteration to the Schedule that would include any notice, objection or review rights, even if restricted to traffic issues:

Any objection or review rights granted in relation to the ITMP would create a prospect of delay which (including a VCAT process) could be as much 12 months in the development plan phase approval. The major argument for this are levels of vagueness and uncertainty asserted on behalf of the Submitter at 3 Corporate Avenue however, in this proposal, at the planning scheme amendment stage, the opposite is in fact true, namely there are high levels of certainty.

If the Panel is minded to recommend some form of informal notice, such as provision of a copy of the relevant ITMP when provided at Council in draft form, that might be considered but the Council believes that would not be justified, not for one owner/occupant, nor on the basis of the (lack of) evidence.

The Proponent submitted that there was no dispute that the DPO was the most appropriate tool to facilitate the Kingston Links Development. The Proponent referred to PPN23 and provided the following extract from the practice note:

Because the DPO has no public approval process for the plan, it should normally be applied to development proposals that are not likely to significantly affect third-party interests, self-contained sites where ownership is limited to one or two parties and sites that contain no existing residential population and do not adjoin established residential areas.

The Proponent submitted that there was nothing in this Amendment that set it apart from others. There was no reason to depart from the statewide operation of the DPO and consequently no reason to include third party notification.

Mr Hunt supported the process proposed through the application of the DPO13. He stated:

It is noted that Council has determined that approval of a Development Plan for the site, and the associated ITMP, is to be separated from the current Amendment process.

I am comfortable with this process, as it provides the opportunity for the preparation and approval of the Development Plan and ITMP to be guided by submissions to the current amendment, and potentially consideration of recommendations by the Panel in response to issues raised by third parties.

Both Mr McGurn and Mr Dash agreed that the DPO was the most appropriate tool to guide the future development of Kingston Links. Mr McGurn stated:

The Development Plan Overlay is a tool commonly used to co-ordinate land use and development outcomes of this nature and is an appropriate tool from the suite of Victorian Planning Provisions. It is proposed that the DPO apply to the entirety of the site.

(ii) Discussion

The Panel notes that both town planning expert witnesses supported the use of the DPO as the appropriate tool to guide the future development of Kingston Links.

PPN23 outlines provides the following description of the DPO:

The IPO and DPO are flexible tools that can be used to implement a plan to guide the future use and development of the land such as an outline development plan, detailed development plan or master plan.

The IPO and DPO are the preferred tools for supporting plans.

The overlays have two purposes:

- *to identify areas that require the planning of future use or development to be shown on a plan before a permit can be granted*
- *to exempt a planning permit application from notice and review if it is generally in accordance with an approved plan.*

By default, the consideration of a development plan is not subject to third party notification and appeal provisions. One rationale for these circumstances may be that third parties have had the opportunity to review and comment on the proposal at the amendment stage.

The absence of third party rights is more straight forward when a development plan is included as part of the amendment documentation, and more challenging when a plan is yet to be developed. When a draft development plan is not part of the Amendment, the provisions in the Schedule should provide sufficient detail to ensure that third parties are able to make an informed comment on the proposal.

The question for the Panel is whether the provisions of the DPO13 meet that requirement. The Panel agrees that the provisions of the DPO13 are sufficient to enable informed comment. The revisions provide additional clarity and address issues raised in submissions. In the Panel's view the submissions to the Amendment and the submissions and evidence presented at the Hearing validate the view that there is sufficient detail for informed comment.

The Panel does not support the argument put by Mr Walker or Ms Donald that third party notice could be provided for a select number of land owners and not others. If the Panel were of a mind to schedule in third party notification it would be because the provisions of the DPO13 do not provide sufficient detail or clarity for a third party to make an informed decision. The Panel does not support the selective inclusion of third party rights.

(iii) Conclusions

The Panel concludes:

- The revised DPO13 is an appropriate control.
- There is no justification for departing from the default position that the development plan should not be subject to third party notice.

6.4 Section 173 agreement

(i) Submissions

Council submitted that its support for the Amendment was conditional on the Agreement which had been agreed and signed by it and the Proponent. Because aspects of the Agreement depend on the outcome of the Amendment, it has not yet been registered on the Proponent's land. The Agreement will only come into effect if:

- the Amendment allows for not less than 800 dwellings
- the public open space requirement is set at 8.5 per cent.

Council advised that the letter authorising the exhibition of Amendment C142 included the following:

Council has negotiated a section 173 agreement with the landowner to secure developer contributions towards physical and community infrastructure supporting the proposed development, social housing, public open space, community sport facilities and pedestrian/vehicle connectivity outcomes. Council should ensure the following:

- a) A copy of the agreement should be exhibited with the amendment in accordance with section 17(2) of the Act.*
- b) As the agreement has already been entered into, remove reference to the requirement for an agreement from the proposed Development Plan Overlay Schedule 13.*

Following discussions with DELWP, Council sought and was granted approval to exhibit the DPO13 including the reference to the Agreement.

Council submitted that community and infrastructure contributions could only be imposed on a development through a Development Contributions Plan or through a section 173 agreement. Council argued that in these circumstances the agreement was a more effective and efficient means of achieving this outcome.

If the conditions of the Agreement were not achieved and the requirement for an agreement remained in the DPO and it would need to be renegotiated. Council's concern was that if the requirement for an agreement was removed from the DPO and one of the conditions was not met then the Amendment could proceed in the absence of any contribution from the Proponent.

The Proponent submitted that the Agreement ensured that agreed outcomes are achieved in conjunction with the zone and development permission to follow. The Proponent added that:

... the requirement for a section 173 agreement should remain in the DPO schedule as the Agreement may be renegotiated.

Mr McGurn's evidence was:

I am satisfied that the contributions towards infrastructure, open space and rehabilitation of the site are adequately addressed in the s.173 agreement and that it is appropriate for such an agreement to be referenced within the Development Plan Overlay Schedule. Further I am instructed that these items have already been agreed, providing a good level of certainty as to their detail.

(ii) Discussion

The letter of authorisation observes that the agreement has been entered into and consequently should be removed as a requirement. The concern appears to be with the fact that the Agreement has been signed. However, the agreement has not yet been registered on title. The requirement for an agreement, which doesn't seem to be in dispute requires

signing and registration on title and therefore the provisions of the requirement have not yet been met.

For this reason, the Panel supports Council's submission that the requirement for a section 173 agreement should remain in the DPO13.

(iii) Conclusions

The Panel concludes:

- the inclusion of a requirement for a section 173 agreement in the DPO13 is appropriate.

7 Other issues

The issues are whether:

- the noise attenuation measures are adequate
- the controls on advertising signs are appropriate
- the proposed building heights are appropriate
- the requirement for social housing should be replaced by affordable housing
- the extent of the GRZ1 is appropriate.

7.1 Noise attenuation

(i) Submissions

ConnectEast submitted that it supported the Amendment but required changes to the provisions dealing with noise attenuation. It requested that the fourth bullet point of subclause 2.0 read as follows:

Acoustic attenuation measures to be provided on the land or, where an acoustic barrier is required, within the EastLink Freeway reserve which comply with VicRoads' Traffic Noise Reduction Policy (or any subsequent legislation) and the EastLink Concession Deed (or as updated). Acoustic attenuation measures must be provided at the owner's cost and where an acoustic barrier is required, the owner must provide to ConnectEast a bond covering the cost of maintaining the barrier for a period of 10 years.

ConnectEast also sought a change to the eleventh bullet point in the Master Plan requirements of subclause 3 of the DPO13 to read:

Detail on how noise attenuation measures will meet the noise level objectives in VicRoads' Traffic Noise Reduction Policy (or any subsequent publication) and the traffic noise criteria set out in the EastLink Concession Deed (which specifies performance criteria in relation to traffic noise) or as updated. All noise attenuation measures required to satisfy these objectives must be met by the relevant land owner/developer. Where an acoustic barrier is required the barrier is to be provided within the EastLink Freeway reserve and the owner must provide to ConnectEast a bond covering the cost of maintaining the barrier for a period of 10 years.

Council supported the changes, but not the requirement for a bond to cover the cost of maintaining the barrier. The Proponent also supported the changes and advised the Panel that it was in discussion with ConnectEast about the matter of the bond.

Tract, on behalf of the Proponent submitted that the reference to 'any subsequent publication' in the noise attenuation provisions of the exhibited DPO13 should be removed. Council did not support this request. The phrase occurs in the following dot point in section 2.0 under the heading of Infrastructure:

Acoustic attenuation measures (including any acoustic barriers) be provided on the boundary with the EastLink Freeway reserve (or within the reserve as

appropriate) which comply with VicRoads' Traffic Noise Reduction Policy (or any subsequent publication) and the EastLink Concession Deed (or as updated), at the owner's cost.

The phase also occurs in the following dot point in section 3.0 under the hearing of Masterplan:

Detail on how noise attenuation measures will meet the noise level objectives in VicRoads Traffic Noise Reduction Policy (or any subsequent publication) and the Traffic Noise Criteria set out in the EastLink Concession Deed (which specifies performance criteria in relation to traffic noise) or as updated at the boundary of the EastLink Freeway reserve. All noise attenuation measures required to satisfy these objectives must be met by the relevant land owner/developer.

During the course of the Hearing, the Proponent advised the Panel that ConnectEast had accepted the changes proposed without the requirement for a bond and as a consequence had withdrawn from making a submission to the Panel. The Proponent's revised version of the modified DPO13 deleted the reference to a bond.

Mr McGurn concluded:

The reference for specific acoustic attenuation be removed from the S.173 agreement requirement as this is otherwise required under the Masterplan and can be acceptably resolved at this stage.

(ii) Discussion

The Panel supports Council's position and the agreement reached between the parties for the provision of noise attenuation barriers, if required, at the Proponent's cost. The Panel accepts Council's view that updated noise attenuation policies may be relevant to the development should they be released in future and consequently it is not appropriate to remove the text referencing any subsequent publication from the provisions of the DPO13.

(iii) Conclusions

The Panel concludes:

- the DPO13 be modified to include a requirement for noise attenuation barriers, as required, at the owner's cost
- the reference for specific acoustic attenuation from the section 173 agreement requirement should be removed.

7.2 Advertising signs

(i) Submissions

Tract's submission on the exhibited Amendment argued that the requirement that no major promotional signage be visible from EastLink should be deleted. This would require deletion of the tenth bullet point in section 3 of the proposed DPO13 under 'Masterplan'.

Council noted this submission and observed that it could be consistent with the views of ConnectEast.

The Proponent's first version of the modified DPO proposed the following text be added to the dot point:

without written consent from ConnectEast and relevant Council approvals.

Mr McGurn's evidence was that the references:

... sought by ConnectEast that no Major Promotion Signage be visible from EastLink are not directly related to the proposed planning controls and potential redevelopment and would be required to be assessed in the event that a planning permit is sought.

(ii) Discussion

The Panel agrees with Mr McGurn that promotional signs are controlled through the provisions of Clause 52.05 of the planning scheme with additional controls in Clause 52.29. In these circumstances any additional requirement in the DPO13 is unnecessary. The Panel notes that the revised modified DPO13 proposed the deletion of this provision. The Panel supports this approach.

(iii) Conclusions

The Panel concludes:

- that the tenth dot point under section 3.0 masterplan should be deleted.

The conclusion is reflected in the Panel's preferred version of the DPO in Appendix D.

7.3 Development height

(i) Submissions

A number of submissions, including those from Judy Wilding and Michael Honeybrook, argued that an eight storey development would be out of character with the area. Other submissions opposed the potential for three storey dwellings along the interface with the existing residential area.

Council submitted that:

policy, including the Knox Housing Strategy, for different housing types is designed to meet different demand and this Amendment provides a partial response to that overall policy imperative.

Council added:

The location of the Mixed Use Zone proposed and its relatively (likely) low scale is not considered to be significantly adverse in relation to impact on nearby existing or future, residential areas.

Mr McGurn's evidence was that the application of the General Residential Zone would provide for the ability to develop a range of dwelling types up to three storeys. This development would be complimented by the provision of higher densities in a discrete area proposed to be rezoned to Mixed Use. He added that:

The Mixed Use Zone has been located away from established residential uses and nominates a 3 storey buffer adjoining future General Residential Zone areas within the site.

Mr McGurn gave evidence that:

The Mixed Use Zone appropriately accommodates provision of residential uses at higher densities and allowing for greater opportunities for the introduction of non residential uses within the more intensively developed centre of the site. The absence of a height restriction in the Mixed Use Zone (unlike the General Residential Zone) also supports the nomination of areas where higher development may occur. The Mixed Use Zone areas are nominated within areas where the LSIO is to be deleted.

(ii) Discussion

The discussion of the potential for three storey dwellings along the interface with the existing residential development has been dealt with in Chapter 4. However, the Panel notes that the existing residential area abutting Kingston Links within a GRZ2 which has a maximum height of 9 metres or 10 metres on sloping ground. The maximum height for the GRZ1 Zone is 11 metres with a maximum of three storeys. In effect there is little difference in the height controls of both residential areas. A three storey building could be constructed in either the GRZ1 or the GRZ2.

The Panel supports the use of the Mixed Use Zone in a small and discrete area of the proposed Kingston Links development. The Mixed Use area is well separated from the established residential area and should deliver for further diversity in the types of dwellings provided by the development. Figure 1 of the DPO13 includes a notation in both areas proposed for the Mixed Use Zone of three to eight storeys. This effectively places an eight storey height limit on these areas. The Panel supports this notation and the height limits proposed as an appropriate limit to development in the Mixed Use Zone.

(iii) Conclusions

The Panel concludes:

- the building heights proposed in the DPO13 are appropriate.

7.4 Social housing

(i) Submissions

Tract, on behalf of the Proponent, submitted that the reference to 'social housing' in the DPO should be replaced with 'affordable housing'.

Council submitted that the proposal to change the word 'social' to 'affordable' was a significant change. Council advised the Panel that the Proponent, by signing the Agreement, had accepted the use of 'social' housing. Council added that:

Social housing is a subset of affordable housing and therefore there is no particular reason to modify the requirement in that context.

In response to the Direction of the Panel which asked how the *Planning and Building Legislative Amendment (Affordable Housing and Other Matters) Act 2017* should be reflected in the Amendment and the Agreement, Council submitted that the Agreement references social housing which relates to public housing and housing owned, controlled or managed by a participating registered agency, consistent with the definition in the Housing Act. Council concluded:

The proposed DPO13 also references Social Housing and again what the Council is seeking to procure is Social Housing, not the broader defined and higher potential income group of Affordable Housing potential.

As a sub-set of Affordable Housing, both the draft DPO13 and the Existing 173 Agreement are consistent with new Government policy and legislation.

The Proponent submitted to the Panel that it supported the provision for social housing. It supported Council's view on the application of the *Planning and Building Legislative Amendment (Affordable Housing and Other Matters) Act 2017* to the Amendment, adding:

In summary, the section 173 agreement requires the Proponent to make available to a social housing provider 20 social housing dwellings (or land for that purpose), within specified zones. Specific built form requirements must be met and Women's Housing Ltd is nominated as the preferred social housing provider.

The Proponent has partnered with Women's Housing Ltd, which is a registered agency within the meaning of the Housing Act 1983, to provide social housing to the specifications outlined at clause 5.5 of the section 173 agreement.

The social housing obligations in the section 173 agreement are expressed to survive any renegotiation of the section 173 agreement.

(ii) Discussion

The Panel supports Council's submission that the change from 'social' to 'affordable' would be a significant change to the type of housing that could be provided under the Agreement. The Proponent's submission supporting the retention of social housing is noted by the Panel and supported.

The Panel accepts Council's submission that the social housing referenced in the Agreement is consistent with the definitions in the *Planning and Building Legislative Amendment (Affordable Housing and Other Matters) Act 2017*. The Panel commends Council and the Proponent on their approach.

(iii) Conclusions

The Panel concludes:

- the requirement for the provision of social housing is appropriate.

7.5 Zoning – extent of the GRZ

(i) Submissions

The Proponent submitted that the proposed rezoning of the land to a combination of GRZ1, MUZ and PPRZ was appropriate.

Mr McGurn's evidence was:

The Zone and overlay provisions proposed by the Amendment are appropriate on the basis that:

- *The General Residential Zone is the appropriate zone for residential development at conventional densities. Development of the type envisaged (i.e. predominantly 1 – 3 storey single dwelling lots) fits with the purposes of the zone to 'encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport'. The General Residential 1 Zone reflects the zoning of surrounding residential areas to the east.*
- *The Public Parks and Recreation Zone has been applied along areas nominated as 'Creekside Parkland' in the proposed DPO13 Concept Plan. It is the best fit for public land to be reserved for public open space, encompasses important environmental features and creates a connection with the existing PPRZ to the site's north east.*
- *Other areas nominated on the DPO13 Concept Plan as 'open space and drainage network' will fall within the General Residential and Mixed-Use Zone. This is not an unusual outcome for redevelopment areas where the final form of a plan is not yet known.*

(ii) Discussion

The Panel agrees that the zones proposed are appropriate. However, the GRZ and MUZ have been applied to all the land, other than the new floodplain of the Corhanwarrabul Creek which will be in a PPRZ. Nevertheless, as provided for in the Agreement, 2.717 hectares of active open space a further 0.848 hectares of other open space will be provided in the development. In addition, a substantial area on the south and west boundaries of the site, around the Rowville Creek, will be used as the drainage network. On the Concept Plan this area is noted as 'Open Space and Drainage network'.

The Panel observes that the Amendment proposes to rezone all of this area to GRZ1. The Panel concludes that this zone is inappropriate for land proposed for open space and drainage. The Panel accepts Mr McGurn's evidence that this is not an unusual outcome where the plan has not been finalised. Nevertheless, it is an issue that Council will need to address once the development plan has been approved.

(iii) Conclusions

The Panel concludes:

- upon approval of the Development Plan Council should consider a further amendment to adjust the zoning of the land to reflect the proposed use of the land.

7.6 Recommendations

The Panel makes the following recommendations:

- 1. Amend the Concept Plan in Development Plan Overlay Schedule 13 to:
 - a) provide a clearer and more legible version of the Plan**
 - b) include a landscape buffer of 5 to 8 metres in width with a local road and a verge along the interface with existing residences or a two storey height limit on properties abutting existing residences.****
- 2. Replace the exhibited Development Plan Overlay Schedule 13 with the Panel preferred Development Plan Overlay Schedule 13 in Appendix D.**

Appendix A Submitters to the Amendment

No.	Submitter
1	Jennifer Klaster and Darren Retallick
2	CFA
3	Aboriginal Affairs Victoria
4	Mick Van de Vrede
5	Bernt Johannessen
6	Jade Tu
7	Andrew Gan
8	Pierre Westell
9	Madhuni Herath
10	Margaret Trousdale
11	Andy Zarro
12	Lyn and Max Holt
13	Kingston Group of Companies
14	Michael Honeybrook
15	Bernie Cummins
16	Tracy Snelson
17	Michael Snelson
18	Trevor Spain
19	Pamela and Cees Tenge
20	Mr and Mrs T O'Shea
21	Chee-meng Tam
22	Terry Laragy
23	Yuhuan Liang
24	Mogan Karuppiah
25	Scott Wiffen
26	Robert Hor
27	Leah Cree
28	Deb Tucker
29	Andrea Schoenmakers
30	May and Lou Soligo

31	Helen Wood
32	Joanne Curcio
33	Walter James Glover
34	VicRoads
35	Jonathon McGrath
36	South East Water
37	Keith Barthelot
38	Dave Tobin
39	Melinda Junginger
40	RSVPlanning
41	ConnectEast
42	Tract (for Pask Group)
43	Kim Stockland
44	EPA Victoria
45	Nicos and Galina Georgios
46	Raelene Templeman
47	Paul and Lina Mazzocchi
48	Paul and Lina Mazzocchi petition
49	Jennifer Ferry
50	Transport for Victoria
51	Hilda and Antiranik Tecer
52	Paul Archbold
53	Ian and Sue Row (late submission not considered)
54	Melbourne Water

Appendix B Parties to the Panel Hearing

Submitter	Represented by
Knox City Council	Andrew Sherman, Russell Kennedy Lawyers
Pask Group	Chris Townsend QC, barrister, with Nicola Collingwood, barrister, instructed by Linda Choi, Norton Rose Fulbright with evidence from: <ul style="list-style-type: none"> - Warwick Bishop of Water Technology on drainage - Stephen Hunt of Ratio on traffic - Stuart McGurn of Urbis on town planning
Stockland	Andrew Walker, barrister, instructed by Sallyanne Everett, Clayton Utz with evidence from: <ul style="list-style-type: none"> - Simon Davies of GTA Consultants on traffic - Cameron Dash of RobertsDay on town planning
ConnectEast Pty Ltd	Jessica Kaczmarek, King & Wood Mallesons
Mr Peter Luscombe and Mr Ned Braithwaite	Russell Varcoe, RSVPlanning with evidence from <ul style="list-style-type: none"> - Debra Donald, of O'Brien Traffic on traffic
Paul Mazzocchi	
Lou and Mary Soligo	
Pamela Tenge	
Maxwell Holt	
Scott Wiffen	
Deb Tucket	
Jennifer Klaster	

Appendix C Document list

No.	Date	Description	Tabled by
1	19/02/2018	Knox City Council Part A submission	Russell Kennedy lawyers
2	19/02/2018	Map showing access/egress points	Russell Kennedy lawyers
3	19/02/2018	Knox Housing Strategy 2015	Russell Kennedy lawyers
4	19/02/2018	Knox Leisure Plan 2014-2019	Russell Kennedy lawyers
5	19/02/2018	Rowville Plan 2015	Russell Kennedy lawyers
6	19/02/2018	Knox Integrated Transport Plan	Russell Kennedy lawyers
7	19/02/2018	Knox Open Space Plan 2012-22	Russell Kennedy lawyers
8	26/02/2018	Expert planning report by Stuart McGurn, Urbis	Norton Rose Fulbright
9	26/02/2018	Expert traffic report by Stephen Hunt, Ratio consultants	Norton Rose Fulbright
10	26/02/2018	Expert drainage report by Warwick Bishop, Water Technology	Norton Rose Fulbright
11	26/02/2018	Information booklet for Kingston Links, Tract	Norton Rose Fulbright
12	26/02/2018	Expert traffic report by Deborah Donald, O'Brien Traffic	RSVPlanning PL
13	26/02/2018	Expert transport report by Simon Davies, GTA Consultants	Clayton Utz
14	26/02/2018	Expert planning report by Cameron Dash, RobertsDay	Clayton Utz
15	28/02/2018	Expert ecology report by Aaron Organ, Ecology Heritage Partners	Norton Rose Fulbright
16	28/02/2018	Cover letter to Norton Rose Fulbright with copy of Memorandum on Proposed Residential Rezoning – Traffic Engineering Assessment ABS Data and Peak Hour Trip Distributions, Traffix Group, August 2016, as referred to in the expert report	Clayton Utz
17	1/02/2018	Letter to Norton Rose Fulbright requesting supplementary traffic information	Clayton Utz
18	2/03/2018	Cover letter and copy of Integrated Transport Management Plan by Traffix Group referred to in Mr Hunt's report, as requested	Norton Rose Fulbright
19	4/03/2018	Email presenting submitters' views about the Amendment	Pamela and Cees Tenge

No.	Date	Description	Tabled by
20	5/03/2018	Working draft of DPO13, track changes (electronic copy provided on 4/3/2018)	Norton Rose Fulbright
21	5/03/2018	Part B submission	Andrew Sherman, Russell Kennedy
22	5/03/2018	Maps showing Council's preferred option for interface boundary (two pages)	Andrew Sherman, Russell Kennedy
23	5/03/2018	Extract from Planning and Building Legislation Amendment (Housing Affordability and Other Matters) Bill 2017	Andrew Sherman, Russell Kennedy
24	5/03/2018	Homes for Victorians, Victorian Government	Andrew Sherman, Russell Kennedy
25	5/03/2018	Proponent's outline of opening submission	Chris Townsend, barrister
26	5/03/2018	Mr Bishop's slide presentation	Norton Rose Fulbright
27	6/03/2018	Bulk Earthworks maps referred to in Mr Bishop's evidence	Norton Rose Fulbright
28	6/03/2018	Existing approvals, land at 14 Corporate Ave, Rowville	Norton Rose Fulbright
29	6/03/2018	Results of the traffic experts' conclave, 6 March 2018	Norton Rose Fulbright
30	7/03/2018	Correction to Mr Hunt's evidence statement	Norton Rose Fulbright
31	7/03/2018	Extract of clause 56.06 Victorian Planning Provisions	Norton Rose Fulbright
32	7/03/2018	Stamford Park Plan, Development Plan Report	Andrew Sherman, Russell Kennedy
33	7/03/2018	Traffic expert report by Mr Walsh, Traffix Group for Planning Panel for Knox C93, 3 August 2012	Andrew Walker
34	7/03/2018	Stamford Park Medium Density Development Transport Impact Assessment, GTA Consultants, 3 November 2016	Andrew Walker
35	7/03/2018	Stamford Park Development Plan report, Stockland	Andrew Walker
36	8/03/2018	Correspondence between Pask and Women's Housing Ltd	Norton Rose Fulbright
37	8/03/2018	Schedule 9 to Development Plan Overlay, for Stamford Park	Norton Rose Fulbright
38	8/03/2018	Copy of clause 56.06 Victorian Planning Provisions in full	Norton Rose Fulbright

No.	Date	Description	Tabled by
39	8/03/2018	Version 2 Panel working draft of DPO13	Norton Rose Fulbright
40	8/03/2018	Submission of RSVPlanning	RSVPlanning P/L
41	8/03/2018	Kerrison and others v Mornington Peninsula Shire Council, 2012 [VCAT] 345	RSVPlanning P/L
42	9/03/2018	Stockland version of Panel Working draft DPO13 version 2	Andrew Walker
43	9/03/2018	Stamford Park Development Plan, complete with attachments	Andrew Walker
44	9/03/2018	Submission on behalf of Stockland Development Group	Andrew Walker
45	9/03/2018	Section 173 Agreement Knox City Council and Stockland Development P/L 2015	Andrew Walker
46	9/03/2018	Mr Holt's submission with copy of story on Leader Facebook page	Max Holt
47	9/03/2018	Photos of vegetation and flooding on the golf course	Paul Mazzocchi
48	9/03/2018	Revised draft Concept Plan	Norton Rose Fulbright
49	9/03/2018	Council closing submission	Andrew Sherman, Russell Kennedy
50	9/03/2018	Pask closing submission	Norton Rose Fulbright
51	13/3/18	Stockland proposed version of DPO13	Katherine Kilroy, Clayton Utz
52	14/3/2018	Council's proposed working draft of DPO13	Andrew Sherman, Russell Kennedy
53	19/3/2018	Stockland's comments on Council working draft of DPO13 of 14 March 2018	Sallyanne Everett, Clayton Utz

Appendix D Panel preferred version of Development Plan Overlay Schedule 13

~~COUNCIL DRAFT~~ PANEL PREFERRED

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Proposed C142

SCHEDULE 13 TO CLAUSE 43.04 DEVELOPMENT PLAN OVERLAY

Shown on the planning scheme map as **DPO13**.

KINGSTON LINKS DEVELOPMENT PLAN**1.0 Requirement before a permit is granted**

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Proposed C142

A permit may be granted before a development plan has been prepared to the satisfaction of the responsible authority to:

- Construct or carry out works relating to:
 - the maintenance or demolition of existing buildings;
 - rehabilitation works to the creek corridor;
 - minor works;
 - any works required to undertake or satisfy a Statement of Environmental Audit under the Environment Protection Act 1970.
- Subdivision of the land to realign property boundaries, or to create or remove easements or restrictions.

Any application for a permit lodged before the development plan has been prepared must be accompanied by a report demonstrating that approval will not prejudice the long term future of the land as set out in this schedule and will be constructed in accordance with the Construction Management Plan prepared in accordance with this Schedule.

Section 173 Agreement

Prior to the approval of a Development Plan or the granting of a planning permit, an agreement between the owner of the land and the Responsible Authority, including under Section 173 of the Planning and Environment Act 1987 must be entered into in a form to the satisfaction of the Responsible Authority, executed and registered on the owner's land. The provisions of that agreement must include:

- requirements in relation to any earthworks to be conducted;
- provision of public open space at 8.5% of the net developable area;
- requirements for the conduct of active open space works;
- the provision of both a cash contribution and land in respect of social housing;
- a requirement for the owner of the land to enter into a further Section 173 Agreement to secure the future use of the social housing land for social housing purposes;
- a financial contribution towards a footbridge;
- a financial contribution towards a men's shed;
- the construction of the Stamford Park Link roadworks;
- a contribution to the cost of land set aside by Council for the Stamford Park link road; and
- the construction of the Corporate Avenue link roadworks.

The costs of preparation and registration of the section 173 agreement are to be borne by the land owner.

2.0 Conditions and requirements for permits

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Proposed C142

Subdivision

The following conditions and/or requirements apply to permits:

Infrastructure

- The ~~construction~~ contruction of intersection upgrades or improvements in accordance with the requirements of VicRoads and at the cost of the land owner.

- All other ~~agreed~~ road network and intersection upgrades, mitigation works, and reinstatement of existing assets at the cost of the land owner.
- All ~~agreed~~ stormwater infrastructure works within the site to be at the cost of the land owner.
- Acoustic attenuation measures, if required, ~~(including any acoustic barriers)~~ be provided on the land or, where an acoustic barrier is required, within the boundary with the EastLink Freeway reserve ~~(or within the reserve as appropriate)~~ which comply with VicRoads' Traffic Noise Reduction Policy (or any subsequent publication) and the EastLink Concession Deed (or as updated), at the owner's cost.

Design Guidelines

~~A Prior to the granting of a subdivision~~ permit condition requiring:-

- ~~d~~ Dwelling design guidelines, for inclusion in a Memorandum of Common Provisions must be prepared to the satisfaction of the Responsible Authority.:-
- ~~— A section 173 Agreement in respect of allotments with a direct abuttal to existing residential land, generally as shown on Figure 1 and which limits development to 2 storeys within 15m of that direct abuttal.~~

Requirement for an Environmental Management Plan

~~A Prior to the granting of a~~ permit issued for buildings and works must include a condition requiring ~~for subdivision into lots to be used for dwellings and which do not require further subdivision for that purpose,~~ an Environmental Management Plan addressing the construction activities proposed on the land must be prepared to the satisfaction of the Responsible Authority.

The Environmental Management Plan must include:

- Soil erosion and sediment control provisions to protect existing local stormwater infrastructure, ~~Corhanwarrabul~~ Corhanwarrabul Creek and the Stamford Park wetlands from erosion product and sediment transport by minimising erosion of lands during work.
- Hydraulics and hydrology provisions to protect and improve the floodplain, manage water quality and quantity, and protect the habitat value of Corhanwarrabul Creek and the Stamford Park wetlands (measures used should include the installation of a perimeter fence to protect the waterway prior to the commencement of works).
- Protection measures to ensure that disturbance to native flora and fauna habitat is avoided in the first instance, minimised where avoidance is not possible with appropriate contingencies incorporated to prevent the potential for the introduction of exotic flora and fauna species is abated.
- Dust suppression measures to be provided during works to minimise dust impact to EastLink.
- Measures to prevent construction fill encroaching on or being placed within the EastLink Freeway reserve.
- A Traffic Management Plan for the site identifying the location of the proposed vehicle access point(s) and detailing the measures to ensure amenity of the adjoining areas is not impacted by the movement of vehicles (cars, trucks and construction machinery) associated with construction activities on the site.

3.0 Requirements for development plan

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A development plan must include the following:

- A Masterplan that illustrates land uses (including open space), interface treatments, and an indicative road layout across the site.

- A Landscape Masterplan that shows the landscape design concept for the site, including all streetscapes and public open space (active and passive recreation areas, natural areas, other public realm).
- An Integrated Transport Management Plan that addresses access and movement within and to and from the site.
- An Integrated Water Management Plan that addresses holistic stormwater management within the site and those water-related interfaces beyond the site.
- [A Grassfire Mitigation and Management Plan that addresses grassfire hazard, emergency vehicle road design, the provision of reticulated or static water supply and hard stand access for fire fighting.](#)

Masterplan

The Masterplan must include:

- The distribution of land uses throughout the site including public open space, generally in accordance with **Figure 1**.
- Detail reflecting public open space, infrastructure and other elements consistent with any agreement entered into with the responsible authority.
- A description of the indicative siting, lot configuration and land uses within the mixed use precinct.
- A hierarchy of public open spaces.
- A description of the road network and hierarchy throughout the site, including function and cross sections.
- [Transport connections and access points generally in accordance with Figure 1.](#)
- A description of the distribution of height and massing of built form across the site, generally in accordance with **Figure 1**.
- Details of the treatment to [residential](#) interfaces [along the irregular eastern boundary of the land, including a minimum rear setback to existing adjoining dwellings](#), generally in accordance with **Figure 1 including either:-**
 - [retention of a vegetated landscape buffer generally between 5m and 8m in width, including retaining high amenity trees where practical with a new local road; or](#)
 - [where proposed allotments share a direct abuttal with existing residential land a maximum 2 storey building height within 15m of the shared boundary.](#)
- Details of the staging of future land use and development throughout the site.
- A notation that the intensity of land uses and the number of dwellings must not exceed that adopted for the traffic generation development scenario that forms part of the approved Integrated Transport Management Plan, unless otherwise agreed in writing by the responsible authority.
- ~~A statement that no major promotional signage will be visible from EastLink.~~
- Detail on how [any required](#) noise attenuation measures will meet the noise level objectives in VicRoads Traffic Noise Reduction Policy (or any subsequent publication) and the Traffic Noise Criteria set out in the EastLink Concession Deed (which specifies performance criteria in relation to traffic noise) or as updated at the boundary of the EastLink Freeway reserve. All noise attenuation measures required to satisfy these objectives must be met by the relevant land owner/developer. [Where an acoustic barrier is required, it must be provided within the EastLink Freeway reserve.](#)
- Details on the fencing on the boundary of the EastLink Freeway reserve. Fencing to the EastLink Freeway reserve must complement the urban design treatment and landscaping of the EastLink corridor, restrict access to the EastLink Freeway, prevent unauthorised dumping of materials or rubbish blowing onto the EastLink Freeway reserve and prevent or minimise graffiti and vandalism.

- [A building setback of 2m from the EastLink boundary to allow for the construction and maintenance of buildings on the land and a notation that access to the EastLink Freeway reserve will not be permitted to be used for construction and maintenance works.](#)
- [Details of how contaminated soil will be managed.](#)
- [Details of how the built form of the Mixed Use Zone development will interface sensitively with existing and future residential development and public open space.](#)

Landscape Masterplan

The Landscape Masterplan must include:

- A statement explaining how landscape design addresses the strategic directions within the Knox Open Space Plan 2012-2022 (or as amended).
- A statement explaining how landscape design addresses the strategic directions within the Knox Liveable Streets Plan 2012-2022 (or as amended).
- Details of key landscape design principles and species selected throughout road reserves, along the site's key external interfaces, and within public open space.
- A planting theme that enhances local habitat values and demonstrates compatibility with the inclusion of water sensitive urban design objectives. The planting theme on the eastern boundary must respond to the landscaping and urban design of EastLink.
- [Landscaping detail for the landscape buffer at the residential interface along the irregular eastern boundary of the land](#)~~How any development will address sensitive interfaces as shown in Figure 1, including maximum building heights and the retention of existing trees and vegetation.~~
- Details of the removal of vegetation not suitable for retention.

Integrated Transport Management Plan

The Integrated Transport Management Plan must include:

- An assessment of the expected impact of traffic generated by the development on the existing [and future](#) road network and any mitigation measures required to address identified issues [to the satisfaction of VicRoads and the responsible authority.](#)
- [Traffic modelling of future conditions is to be predicated on a distribution analysis of generated traffic having regard to:](#)
 - [the nature and breakup of residential trip purposes](#)
 - [the likely origin/destination of trips based on:](#)
 - [residential precincts within the site](#)
 - [connections to the arterial network](#)
 - [location of nearby services and facilities](#)
 - [journey to work data.](#)
- ~~— trip purposes and the expected origins or destinations of trips.~~
- A statement explaining how the ~~integrated~~[intergrated](#) transport network addresses the strategic directions within the Knox Liveable Streets Plan 2012-2022 (or as amended).
- An indicative road, bicycle, and pedestrian network plan showing:
 - [vehicular access from Corporate Avenue to the proposed internal road network;](#)
 - [vehicular access from Stamford Park to the proposed internal road network;](#)
 - [pedestrian and bicycle access from surrounding areas, including both on-street and dedicated off-street facilities connecting to Stamford Park, Caribbean Gardens, and adjacent residential areas;](#)

- a street network that ~~(a)~~ makes provision for a vehicular link between Kingston Links and Stamford Park, and ~~(b)~~ discourages non-local through-traffic;
- layout of internal roads, including a hierarchy of the roads that ~~specifies~~~~specifies~~ the purpose, function, cross sections, and widths of the road reserves for each road type;
- provision for bus movement through the site linking Wellington Road, traversing Stamford Park to access Stud Road, via Emmeline Row~~Row~~;
- provision of safe, well-lit and direct pedestrian connections from the bus capable through road to existing residential areas east of the site, Wellington Road, Caribbean Gardens, Stamford Park and Stud Road;
- provision of emergency services and waste collection services through the site;
- a pedestrian and cycle shared path network both throughout the site and to the existing network at Stamford Park and the EastLink~~Eastlink~~ Trail with any access to the EastLink Trail~~Eastlink Trail~~ to be controlled and maintained by Council;
- connected footpath network both throughout the site and to the existing network on Corporate Avenue:-
- mitigation works at the intersection of Wellington Road and Corporate Avenue to provide adequate capacity to cater for anticipated traffic generation and to retain appropriate access to the Corporate Avenue;
- any complementary works required to retain or improve access from South Corporate Avenue to Wellington Road;
- any local area traffic management works required having regard to the characteristics of Emmeline Row as a Residential Collector Street;
- enhancement works as required to Corporate Avenue to accommodate projected traffic movements while ensuring retention of appropriate access to existing properties;
- any traffic implications of staging of development as contemplated in the Master Plan, including triggers for the provision of connections to the arterial network and implementation of any mitigation works:-
- a Construction Management Plan informed by analysis of staging requirements of traffic works identified in the Integrated Transport Management Plan.

Integrated Water Management Plan

The Integrated Water Management Plan must include:

- Detailed information on how stormwater will be managed in an holistic manner.
- An assessment of the pre-development and expected post-development stormwater conditions.
- Details of how stormwater can be efficiently filtered, infiltrated and harvested on site to limit off-site discharge and meet all ~~relevant~~relevant State Government water quality targets, including:
 - Total Suspended Solids (TSS)
 - Total Nitrogen (TN)
 - Total Phosphorus (TP)
 - Total flows
- Details of how ~~the~~ the proposed development will either maintain or increase overall stormwater storage capacity of the site.
- Details of how the proposed development will limit ~~avulsion~~avulsion to minimise~~minimise~~ the risk of:
 - erosion of the creek channel or floodplain;
 - transportation of sediment downstream;
 - damage to or destruction of natural habitat and stream ecology;

- damage to or destruction of built assets; and
- changes in the course of the Corhanwarrabul Creek.
- Details of remediation works along the riparian zone of the Corhanwarrabul Creek.
- Details of any proposed modifications to the Corhanwarrabul Creek, and how these modifications will protect and enhance stream ecology.
- Details of how the proposed development will ~~aeecomodate~~accommodate a 1 in 100 year ARI storm event.
- Details of how the Rowville Main Drain will be modified and how modifications will maintain and/or enhance hydraulic performance and flood protection of the local area.
- Necessary site control measures during the course of construction of any drainage works.
- Details of wetlands and stormwater maintenance works, including the removal of associated sediment to be undertaken by the land owner, for a period of two years after the completion of all works including roadworks, construction of the wetlands and inground infrastructure works.
- A statement that:
 - all surface water (up to the 1 in 100 year ARI storm event) and underground drainage will be directed away from the EastLink Freeway reserve; and
 - any works and fillings on the site must have no detrimental effect on the flood levels and drainage paths in and around the EastLink Freeway reserve.
- Notation of the requirement for a Wetlands Maintenance and Operation Plan, to the satisfaction of the Responsible Authority, prior to hand over to the public land manager of the ownership and management of stormwater infrastructure.
- Arrangements for handover to the public land manager of the ownership and management of stormwater infrastructure subsequent to the maintenance period.

Grassfire Management Plan

The Grassfire Management Plan must include:

- A description of the fire risk for the area.
- Road design that:
 - Allows for a range of emergency service vehicles, including large aerial appliances.
 - Incorporates road widths sufficient to accommodate the needs of emergency vehicles.
 - Ensures emergency vehicle access to open space areas and the freeway reserve.
- Notation that planting, landscape and vegetation management within landscape buffers, easements and areas of open space do not increase the risk of fire, including allowing for appropriate emergency service vehicle access.
- The provision of reticulated and or static water supply and hard stand access for fire fighting in strategically located areas.

Figure 1: Concept Plan



Recommended responses to the C142 Panel Report

Panel Recommendation	Recommended Response
<p>2.0 - Planning Context</p> <p><i>The Panel concludes that the Amendment is supported by, and implements, the relevant sections of the State and Local Planning Policy Framework, is consistent with the relevant Ministerial Directions, and makes appropriate use of the Victoria Planning Provisions. The Amendment is well founded and strategically justified, and it should proceed subject to addressing the more specific issues raised in submissions as discussed in the following chapters.</i></p>	<p>Accept</p> <p>No changes to amendment documentation required.</p>
<p>3.0 - Stormwater and flooding</p> <ul style="list-style-type: none"> • <i>The Proponent’s modelling of developed conditions aligns with the proposed changes to the Land Subject to Inundation Overlay (LSIO), and demonstrates that the proposed design will not result in increased flooding of neighbouring properties.</i> • <i>The requirement in the Development Plan Overlay – Schedule 13 (DPO13) for an Integrated Water Management Plan is appropriate to facilitate contemporary approaches stormwater management and flood mitigation.</i> • <i>The requirement in the DPO13 for an Environmental Management Plan that addresses soil erosion and sediment control and hydrology to protect the flood plain is appropriate.</i> 	<p>Accept</p> <p>No changes to amendment documentation required.</p>

Panel Recommendation	Recommended Response
<p>4.0 - The interface with existing residences</p> <ul style="list-style-type: none"> • <i>DPO13 should provide for a landscape buffer along the back of existing residences on the irregular eastern boundary with the golf course</i> • <i>DPO13 should describe the characteristics and width of the buffer made up of a road reserve with a vegetated landscape buffer between 5 to 8 metres in width and retaining high amenity trees where practical</i> • <i>DPO13 should provide clearly for a building height restriction of two storeys for new dwellings on the boundary with existing residences that are not separated by the landscape buffer, along the southern end of the eastern boundary</i> • <i>There is no justification for a permanent building height restriction on the new lots.</i> • <i>The exhibited DPO13 should be replaced with the Panel preferred version (Appendix D), which incorporates the Panel's findings and conclusions.</i> 	<p>Accept</p> <p>A significant number of objections received were in regard to the removal of the original landscape buffer along the eastern boundary interface and the proximity of new dwellings to the boundary.</p> <p>The reinstatement of a smaller buffer, with adjoining road goes a long way to addressing these concerns. A modified buffer option was presented by Council seeks to retain higher amenity trees where possible and provides greater consideration of root zones. The modified buffer area allows useable public open space to be included within the development.</p> <p>The road adjoining the buffer will ensure that new dwellings within the development front onto the buffer so that it has appropriate surveillance and will ensure an appropriate setback of dwellings from the boundary.</p> <p>A two storey height limit is therefore not required adjacent to the buffer area, although a 2 storey height limit would still be imposed in the south eastern corner of the site within 15 metres of the boundary where vegetation does not currently exist. It is the Panel's preference that this height limit be conveyed through the DPO, and not as a separate agreement on title.</p>
<p>5.2 - Traffic Modelling</p> <ul style="list-style-type: none"> • <i>The updated existing volumes provided by Mr Hunt (Document 30) should be adopted in preparation of the ITMP.</i> 	<p>Accept</p> <p>An update to modelling will be required based on the evidence of Mr Hunt at the hearing, acting on behalf of the proponent.</p>

Panel Recommendation	Recommended Response
<ul style="list-style-type: none"> • <i>The traffic distribution modelling undertaken by the Traffic Report should be modified to reflect:</i> <ul style="list-style-type: none"> • <i>the nature and breakup of residential trip purposes</i> • <i>the likely origin/destination of trips based on:</i> <ul style="list-style-type: none"> ○ <i>residential precincts within the site</i> ○ <i>connections to the arterial network</i> ○ <i>location of nearby services and facilities</i> ○ <i>journey to work data</i> • <i>The distribution analysis undertaken should anticipate the works required at the Wellington Road/Corporate Avenue intersection.</i> 	<p>Modelling will need to take into consideration further elements as listed, and any mitigation works at the Wellington Road and Corporate Avenue intersection.</p> <p>This would be undertaken in the preparation of the ITMP at the development plan stage and has been included in the draft DPO.</p>
<p>5.3 - Connection to Emmeline Row</p> <p><i>The amenity of Emmeline Row as a Residential Collector Street is a matter that should be considered as part of the ITMP required by the DPO13.</i></p>	<p>Accept</p> <p>Specific attention will need to be provided to traffic amenity conditions through Emmeline Row beyond what was already required by dot point 1 in the ITMP.</p> <p>A requirement is included for the ITMP in the draft DPO.</p>
<p>5.4 - Bridge over the Corhanwarrabul Creek</p> <p><i>Consideration of a northerly connection to Dalmore Road should not be specifically excluded from the ITMP.</i></p>	<p>Accept</p> <p>The exclusion of this link was at the request of VicRoads. The Panel did not find appropriate justification for VicRoads request and does not agree that a link should be specifically excluded in the ITMP.</p> <p>The Panel understands the complications of having a private landowner to the north and the private ownership of Dalmore Road.</p>

Panel Recommendation	Recommended Response
	<p>The change only leaves the possibility of a link open to future discussions.</p> <p>No changes are required to amendment documentation.</p>
<p>5.5 - Public Transport</p> <p><i>The indicative road plan should include provision for bus movement through the site.</i></p>	<p>Accept</p> <p>It is proposed that the road cater for bus movement through the site. No changes are required to amendment documentation.</p>
<p>6.2 - DPO Drafting</p> <ul style="list-style-type: none"> • <i>The DPO13 is the appropriate tool to manage the future development of the Kingston Links development.</i> • <i>The DPO13 should be amended to:</i> <ul style="list-style-type: none"> • <i>include the changes in the version submitted as Document 52</i> • <i>require the formulation of a construction management plan in association with the preparation of the development plan</i> • <i>include a requirement for a 'Grassfire Mitigation and Management Strategy' or similar as a separate requirement under the Development Plan</i> • <i>include a clearer version of the Concept Plan at Figure 1</i> • <i>include an indication of the 'Agreed Development Line' established in consultation with Melbourne Water.</i> • <i>The changes to the exhibited DPO13 in response to submissions as submitted in Document 20 are appropriate.</i> 	<p>Accept</p> <p>The DPO was revised with minor changes several times through the hearing process and some minor changes have been made by the Panel in their recommendations. These include:</p> <ul style="list-style-type: none"> • The requirement for a Construction Management Plan, separate to the Environmental Management Plan. • Additional requirements in the ITMP regarding mitigation works and amenity considerations for local roads and intersections. • The inclusion of a Grassfire Mitigation and Management Strategy as requested by the Country Fire Authority. • The Concept Plan at Figure 1 to be updated and to clearly show revisions as required by the changes to the DPO. • The inclusion of the agreed development line established in consultation with Melbourne Water. This line provided the minimum setback of development from the creek early in the

Panel Recommendation	Recommended Response
	<p>design process and has been complied with. It has been requested that the line be shown on the development plan.</p> <p>The changes provide further clarity and consideration of amenity/referral authority issues within the DPO and should be accepted. The changes have been included in the draft DPO.</p>
<p>6.3 - Third party notification and appeal</p> <ul style="list-style-type: none"> • <i>The revised DPO13 is an appropriate control.</i> • <i>There is no justification for departing from the default position that the development plan should not be subject to third party notice.</i> 	<p>Accept</p> <p>No changes to amendment documentation required.</p>
<p>6.4 - Section 173 agreement</p> <p><i>The inclusion of a requirement for a section 173 agreement in the DPO13 is appropriate.</i></p>	<p>Accept</p> <p>No changes to amendment documentation required.</p>
<p>7.1 - Noise attenuation</p> <ul style="list-style-type: none"> • <i>The DPO13 be modified to include a requirement for noise attenuation barriers, as required, at the owner's cost.</i> • <i>The reference for specific acoustic attenuation from the section 173 agreement requirement should be removed.</i> 	<p>Accept</p> <p>The applicant has been in discussion with ConnectEast/VicRoads regarding the specifics of noise attenuation and associated costs.</p> <p>Council should accept the recommendation of the Panel on the matter as it constitutes a minor wording change only. Noise attenuation measures were already included in the infrastructure requirements of the development plan.</p>

Panel Recommendation	Recommended Response
<p>7.2 - Advertising signs</p> <p><i>That the tenth dot point under section 3.0 masterplan should be deleted.</i></p>	<p>Accept</p> <p>This requirement was at the request of VicRoads and ConnectEast. The view of the Panel is that the advertising controls already restrict signage on the site and that major promotional signage is already prohibited.</p> <p>This change is considered appropriate.</p>
<p>7.3 - Development height</p> <p><i>The building heights proposed in the DPO13 are appropriate.</i></p>	<p>Accept</p> <p>No changes required to proposed zoning of the land. The DPO and Concept Map at Figure 1 have been updated to require a 2 storey height limit at the interface with the Council land in the south eastern corner of the site.</p>
<p>7.4 - Social housing</p> <p><i>The requirement for the provision of social housing is appropriate.</i></p>	<p>Accept</p> <p>No changes required to amendment documentation. One submitter requested that the wording be changed to 'affordable housing'. Council opposed the change at the hearing.</p>
<p>7.5 - Zoning – extent of the GRZ</p> <p><i>Upon approval of the Development Plan Council should consider a further amendment to adjust the zoning of the land to reflect the proposed use of the land.</i></p>	<p>Accept</p> <p>Upon completion of the amendment and with input from Melbourne Water, Council will seek to finalise the zoning of non-residentially zoned land that is not within the creek reserve.</p>

Appendix C: Amendment C142 to the Knox Planning Scheme

Revised planning scheme documentation for adoption by Council – Post Panel hearing.

Information

- Knox C142 Explanatory Report
- Knox C142 Instruction Sheet
- Knox C142 Section 173 Agreement

Clauses

- Knox C142 Clause 43.04 (Development Plan Overlay - Schedule 2)
- Knox C142 Clause 52.02 (Easements, Restrictions and Reserves)
- Knox C142 Clause 61.03 (What does this Scheme consist of?)

Map Sheets

- Knox C142 Zone Maps 5 and 8
- Knox C142 DPO Maps 5 and 8
- Knox C142 Delete LSIO Maps 5 and 8

Planning and Environment Act 1987

KNOX PLANNING SCHEME

AMENDMENT C142

EXPLANATORY REPORT

Who is the planning authority?

This amendment has been prepared by the Knox City Council which is the planning authority for the Amendment.

The Amendment has been made at the request of Pask Group C/- Tract Consultants.

Land affected by the Amendment

The amendment applies to the land known as the Kingston Links Golf Course located at 14 Corporate Avenue, Rowville (Lot 1 on PS421343), and the adjoining Council Reserves (including Lot Res1 LP 215334, Lot 1 TP887516, Lot Res1 PS325008, Lot Res1 PS331610, Lot Res1 PS421343). The proposed development affects the Site and Council Reserve as shown in Figure 1 below. The Site is situated to the east, adjacent of the Eastlink Freeway road reserve, north of Wellington Road, south of the Corhanwarrabul Creek, south-west of Stamford Park, and west of adjoining residential development.



Figure 1: The Subject Site

What the amendment does

The Amendment proposes to rezone the current Kingston Links Golf Course to facilitate a future residential development.

Specifically the Amendment:

- Rezones 14 Corporate Avenue, Rowville (Lot 1 on PS421343) from the Special Use Zone – Schedule 1 (SUZ1) to part General Residential Zone – Schedule 1 (GRZ1), part Mixed Use Zone (MUZ), and part Public Park and Recreation Zone (PPRZ)
- Rezones adjacent Council Reserves (including Lot Res1 LP 215334, Lot 1 TP887516, Lot Res1 PS325008, Lot Res1 PS331610, Lot Res1 PS421343) from SUZ1 to GRZ1
- Inserts a new Development Plan Overlay – Schedule 13 (DPO13)
- Amends Maps 5LSIO and 8LSIO to remove the Land Subject to Inundation Overlay (LSIO) from part of the site
- Amends Planning Scheme Maps 5 and 8 to reflect rezoning
- Amends Planning Scheme Maps 5DPO and 8DPO
- Amends the Schedule to Clause 52.02 to specify requirements under section 36 the Subdivision Act 1988 relating to the creation of reserves
- Amends the Schedule to Clause 61.03 to include a new planning scheme map 8DPO in the Knox Planning Scheme.

Strategic assessment of the Amendment

Why is the Amendment required?

The Amendment is required to rezone the current Kingston Links Golf Course to enable its reuse as a residential community.

The Kingston Links Golf Course at 14 Corporate Avenue, Rowville is identified in the Knox Housing Strategy 2015 as a 'Strategic Investigation Site'. It is proposed to rezone the site for residential uses (approximately 800 new dwellings) new parks and public open spaces, new wetlands and other flood mitigation works, new multi-purpose community facilities, rehabilitation of ecological corridors along the Corhanwarrabul Creek, and the potential for small-scale commercial uses as part of a mixed-use neighbourhood centre.

How does the Amendment implement the objectives of planning in Victoria?

The Amendment implements the objectives of planning in Victoria, contained in Section 4 of the Planning and Environment Act 1987, in the following ways:

- Objective (a): the Amendment provides for the fair, orderly, economic and sustainable use and development of land as it facilitates a coordinated rezoning which is consistent with surrounding land use patterns and creates an economic opportunity for underutilised urban land.
- Objective (b): the Amendment facilitates an efficient use of urban land, thereby reducing pressure on fringe development and its associated resource consumption.
- Objective (c): the Amendment will secure and provide a pleasant, amenable, and safe living environment.
- Objective (d): the Amendment does not compromise any places of known scientific, aesthetic, architectural, or historical interest, or otherwise of special cultural value.
- Objective (f): the Amendment will enable appropriate consolidation of the site in accordance with State and local planning policy.

- Objective (g): the Amendment seeks to balance the present and future interests of all Victorians by facilitating investment in the Knox region and by enabling future use and development of the site as a high quality residential community.

How does the Amendment address any environmental, social and economic effects?

The amendment will protect and enhance existing biological and ecological values through the introduction of a PPRZ for the riparian interface with the Corhanwarrabul Creek coupled with its retention of the existing Environmental Significance Overlay –Schedule 2 (ESO2) which applies to Sites of Biological Significance.

The proposed development will provide a landscape response which will retain a portion of established vegetation while also proposing a site-wide revegetation strategy which will promote biodiverse habitats. The amendment will also prioritise the management of stormwater runoff through its provision of a best practice stormwater storage and management.

The amendment also proposes a generous provision of public open space which includes a network of pedestrian and bicycle paths to encourage active lifestyles.

The amendment will provide a net community benefit through contributing to housing diversity and affordability, including the provision of a MUZ precinct for the future development of medium density housing and housing in proximity to employment opportunities and to existing state and local infrastructure, thereby improving access and equity to services.

Additionally, Council has negotiated a package of cash contributions and works in kind related to physical and community infrastructure that will support both the proposed development and address a range of existing Council priorities in the area, including social housing, public open space, sports field and pavilion, pedestrian footbridge and a 'mens shed'.

With respect to economic effects, the Amendment is expected to generate positive benefits with new job creation and other local investment opportunities.

Does the Amendment address relevant bushfire risk?

The Site is not subject to a Wildfire Management Overlay and is not located on land designated as a 'Bushfire Prone Area' under the Victoria Planning Provisions. A local policy for bushfire risk management is not required to support the Amendment.

The CFA will be consulted as part of the formal exhibition of the amendment.

Does the Amendment comply with the requirements of any Minister's Direction applicable to the amendment?

The Amendment is consistent with the Ministerial Direction on the Form and Content of Planning Schemes under Section 7(5) of the Planning and Environment Act 1987.

The amendment is also consistent with Ministerial Direction 11 – Strategic Assessment of Amendments under Section 12 (2) of the Act. The requirements of this direction have been followed in the course of preparing this Amendment and are embodied in this report.

The Amendment satisfies Ministerial Direction No.1 – Potentially Contaminated Land – by providing a contamination report prepared by prepared by Greencap (May 2017) confirming that *"contaminant concentrations in soil were considered unlikely to pose an unacceptable risk to future occupiers of the site, construction workers involved in the site development and/or site/surrounding ecosystems (Page ii)."*

The Amendment is consistent with Ministerial Direction No.9 – Metropolitan Strategy – by implementing the following aspects of Plan Melbourne 2017-2030 and gives effect to, or does not compromise the implementation of, the strategy.

Plan Melbourne affects the amendment by providing strong State-level support for urban renewal, housing within established areas, creation of 20-minute neighbourhoods, and protection of waterways, all of which would be enabled by the proposed rezoning.

The amendment addresses Plan Melbourne's policies relating to urban renewal (Policy 1.3.1), 20-minute neighbourhoods and provision of housing within established urban areas (Policy 2.1.2), and protection of waterways (Policy 6.3.2).

The amendment is consistent with the following directions of Plan Melbourne:

- ‘Direction 1.3 – Create development opportunities at urban renewal precincts across Melbourne.’
- ‘Direction 2.1 – Manage the supply of new housing in the right locations to meet population growth and create a sustainable city.’
- ‘Direction 2.2 – Deliver more housing closer to jobs and public transport.’
- ‘Direction 2.3 – Increase the supply of social and affordable housing.’
- ‘Direction 2.5 – Provide greater choice and diversity of housing.’
- ‘Direction 3.2 - Improve transport in Melbourne’s outer suburbs’
- ‘Direction 4.3 - Achieve and promote design excellence’
- ‘Direction 4.4 - Respect Melbourne’s heritage as we build for the future’
- ‘Direction 4.6 - Strengthen community participation in the planning of our city’
- ‘Direction 5.1 – Create a city of 20-minute neighbourhoods.’
- ‘Direction 5.4 – Deliver local parks and green neighbourhoods in collaboration with communities.’
- ‘Direction 6.3 – Integrate urban development and water cycle management to support a resilient and liveable city.’
- ‘Direction 6.5 – Protect and restore natural habitats.’

How does the Amendment support or implement the State Planning Policy Framework and any adopted State policy?

The Amendment upholds the principles and objectives of the State Planning Policy Framework. The future residential development of the site would make a significant contribution to the state economy and would enhance the offering of residential facilities within Knox.

In particular, the Amendment implements key policy directions of the SPPF by:

- Applying Plan Melbourne (Clause 11, 11.06);
- Facilitating urban renewal on underutilised and serviced urban land (Cause 11.06);
- Improving the social, economic and environmental performance of the land by activating the site (Clause 11.06);
- Protecting and conserving biodiversity (Clause 12.01);
- Managing the risk of flood and the function of floodplains and water catchments (Clause 13.02);
- Providing serviced land for urban growth (Clause 11.02);
- Facilitating future development within an existing urban area as opposed to the metropolitan fringe (Clause 16.01);
- Increasing land use efficiency (Clause 16.01);
- Facilitating the supply of land to optimise affordability of housing (Clause 16.01);
- Facilitating supply of social housing (Clause 16.01);
- Contributing towards meeting the community’s future housing needs (Clause 16.01);
- Reducing the cost of living by increasing housing supply near services and transport options (Clause 16.01);
- Enabling future residential development that can contribute to community and cultural life by improving safety, diversity and choice, the quality of living environments, accessibility and inclusiveness, and environmental sustainability (Clause 16.01); and
- Coordinating improvements to walking and cycling networks (Clause 18.02).

How does the Amendment support or implement the Local Planning Policy Framework, and specifically the Municipal Strategic Statement?

The Amendment upholds the objectives and strategies of the Local Planning Policy Framework. No changes are required to the LPPF to facilitate the rezoning of the site for residential purposes.

In particular, the Amendment implements the following key policy directions of the LPPF by:

- Utilising the Corhanwarrabul Creek corridor as a central focus of public space;
- Creating a network of shared paths which support active modes of transport;
- Contributing to future potential for housing diversity and well-designed housing stock, including the provision of social housing;
- Providing a Cultural Heritage Management Plan to ensure any cultural heritage is understood and managed;
- Prioritising the management of stormwater runoff through a best practise storage and processing proposal;
- Providing a modest amount of additional employment land which does not compromise Knox's existing activity centre hierarchy;
- Supporting sustainable and resource efficient principles by unlocking underutilised urban land identified as a 'Strategic Investigation Site' through the Knox Housing Strategy; and
- Supporting and strengthening the local economy through the creation of short-term and long-term job creation and population spending in the area.

Does the Amendment make proper use of the Victoria Planning Provisions?

The Amendment makes proper use of the VPPs by applying three zones to the site, being the GRZ, the PPRZ, and the MUZ, to allow for the use and development of a sustainable residential community.

Further, the Amendment proposes to apply the Development Plan Overlay to guide the Site's future development and to delete what would become a superfluous extent of the Land Subject to Inundation Overlay.

Additionally, the amendment will protect ecological values through the proposed application of the PPRZ and retention of the ESO across the Site's riparian interface with the Corhanwarrabul Creek.

How does the Amendment address the views of any relevant agency?

Melbourne Water

Melbourne Water has been consulted extensively throughout the design and modelling of hydrology effects on the site. Their concerns in relation to geomorphic risks, drainage, and amenity of the floodway reserve were included in the proposed concept design that was finalised in May 2016 and approved by Melbourne Water

Other Authorities

The exhibition of the Amendment will provide a formal opportunity for all relevant stakeholders to provide comment on the proposal.

The views of relevant agencies will be sought during the public exhibition process.

Does the Amendment address relevant requirements of the Transport Integration Act 2010?

The requirements of the Transport Integration Act 2010 were considered as part of the preparation of the planning scheme amendment.

The Traffic Engineering Assessment prepared by Traffix Group concluded that the proposal will not have a significant impact on the operation of the road network but major mitigation works would need to be undertaken. However the impact it does have will be addressed through the requirements of the Development Plan Overlay – Schedule 13.

The Transport Plan requirement of Schedule 13 to the Development Plan Overlay outlines specific requirements to be addressed which includes: road network and intersection upgrading mitigation works and reinstatement of existing assets; provision of bus shelter/s, bus stop upgrade works; path networks; and prioritisation of pedestrian and cycle movements.

Further review will occur through a more detailed analysis as part of a future Development Plan and consultation with VicRoads and Public Transport Victoria.

Resource and administrative costs

- **What impact will the new planning provisions have on the resource and administrative costs of the responsible authority?**

The amendment will not result in any significant impact on the resource and administrative costs of Council.

Where you may inspect this Amendment

The Amendment is available for public inspection, free of charge, during office hours at the following places:

Knox City Council, Civic Centre, 511 Burwood Highway, Wantirna South

Operating hours: Monday, Wednesday, Thursday, Friday: 8.30am-5:00pm; Tuesday: 8.30am-8:00pm

The Amendment can also be inspected free of charge at the Department of Environment, Land, Water and Planning website at www.delwp.vic.gov.au/public-inspection.

Submissions

Any person who may be affected by the Amendment may make a submission to the planning authority. Submissions about the Amendment must be received by 27 November 2017.

Email: psamendments@knox.vic.gov.au

Attention: Submission to Amendment C142

OR by post (no stamp required):

City Futures, Knox City Council

Reply Paid 70243, WANTIRNA SOUTH VIC 3152

Panel hearing dates

In accordance with clause 4(2) of Ministerial Direction No.15 the following panel hearing dates have been set for this amendment:

- directions hearing: week of 5 February 2018
- panel hearing: week of 5 March 2018

*Planning and Environment Act 1987***KNOX PLANNING SCHEME****AMENDMENT C142****INSTRUCTION SHEET**

The planning authority for this amendment is the Knox City Council.

The Knox Planning Scheme is amended as follows:

Planning Scheme Maps

The Planning Scheme Maps are amended by a total of 3 attached map sheets.

Zoning Maps

1. Amend Planning Scheme Map No's 5 and 8 in the manner shown on the 1 attached map marked "Knox Planning Scheme, Amendment C142".

Overlay Maps

2. Amend Planning Scheme Map No's 5 and 8 LSIO in the manner shown on the 1 attached map marked "Knox Planning Scheme, Amendment C142".
3. Amend Planning Scheme Map No's 5 and 8 DPO in the manner shown on the 1 attached map marked "Knox Planning Scheme, Amendment C142".

Planning Scheme Ordinance

The Planning Scheme Ordinance is amended as follows:

4. In Overlays – Clause 43.04, insert a new Schedule 13 in the form of the attached document.
5. In Particular Provisions – Clause 52.02, replace Schedule with a new Schedule in the form of the attached document.
6. In General Provisions – Clause 61.03, replace the schedule with a new Schedule in the form of the attached document.

End of document



Russell Kennedy
Lawyers

KNOX CITY COUNCIL

and

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NEVILLE JOHN PASK

**DEVELOPMENT CONTRIBUTIONS AND
SECTION 173 AGREEMENT**

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14 Corporate Avenue
ROWVILLE VIC 3178

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THIS AGREEMENT is made on

2017

PARTIES

- 1 **KNOX CITY COUNCIL**
of 511 Burwood Highway, Wantirna South, Victoria, 3152
("Council")

- 2 **COTTONWOOD HOLDINGS PTY LTD**
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4000
("Owner")

- 3 **HIBISCUS GROUP PTY LTD**
ACN 600 928 630
of Vicca Chartered Accountants, Level 16, 127 Creek Street, Brisbane City, Queensland,
4000
("Owner")

- 4 **ENGIMA DEVELOPMENTS PTY LTD**
ACN 600 928 818
of Vicca Chartered Accountants, Level 16, 127 Creek Street, Brisbane City, Queensland,
4000
("Owner")

- 5 **VALLEY GROUP DEVELOPMENTS PTY LTD**
ACN 600 929 002
of Vicca Chartered Accountants, Level 16, 127 Creek Street, Brisbane City, Queensland,
4000
("Owner")

- 6 **AMPHORA HOLDINGS PTY LTD**
ACN 600 928 443
of Vicca Chartered Accountants, Level 16, 127 Creek Street, Brisbane City, Queensland,
4000
("Owner")

- 7 **NEVILLE JOHN PASK**
of Suite 401, Level 4, 50 Marine Parade, Southport, Queensland, 4215
("Guarantor")

RECITALS

- A The Council is the responsible authority under the Act for the Scheme.

- B The Owner is registered or is entitled to be registered as proprietor of the Land.

- C The Owner wishes to achieve the Development which in turn requires the provision of various Development Contributions.

- D The Owner and Council have agreed on arrangements for the provision of the Development Contributions, these including the payment of moneys and provision of works in kind in order to achieve the Development.

- E It is a requirement of the Council that the Owner enter into this Agreement prior to Council seeking Ministerial authorisation for exhibition of the Amendment.

- F This Agreement includes the need to achieve various pre-conditions to trigger the full operation of this Agreement and the payment of the Development Contributions arising out of the Development.
- G This Agreement has been entered into in order to:
- prohibit, restrict or regulate the use or development of the Land; and
 - make provision for public open space, social housing, roads and other public infrastructure over and above that required for the Development by the Scheme.
- H This Agreement is made under Division 2 of Part 9 of the Act.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 "**Act**" means the *Planning and Environment Act 1987*.
- 1.2 "**Active Open Space**" means 2.717 hectares of the Land forming part of the Public Open Space which is set aside for active open space.
- 1.3 "**Active Open Space Works**" mean works to be constructed by the Owner within the Active Open Space, which include:
- 1.3.1 filling in bulk Earth Works, oval forming and construction;
 - 1.3.2 subsurface drainage;
 - 1.3.3 irrigation;
 - 1.3.4 seeding;
 - 1.3.5 playing facilities (football oval and soccer pitches etc);
 - 1.3.6 fencing;
 - 1.3.7 lighting;
 - 1.3.8 car parking and paths;
 - 1.3.9 landscaping; and
 - 1.3.10 single pavilion (four change rooms, public toilets, storage, clubrooms and kitchen),
- all in accordance with the specification required by Council.
- 1.4 "**Adoption Request**" means the submission by Council to the Minister of the Amendment requesting its adoption.
- 1.5 "**Adoption Timeframe**" means the time to make the Adoption Request, being a maximum of 3 months from the date of either of the following events:
- 1.5.1 receipt by Council of any panel report for the Amendment; or

- 1.5.2 if no panel is appointed, after the exhibition period of the Amendment is complete.
- 1.6 **"Agreement"** means this Agreement, including the Recitals and any Schedules to this Agreement.
- 1.7 **"Amendment"** means proposed Planning Scheme Amendment C142 to the Scheme.
- 1.8 **"Amendment Criteria"** means the following criteria which it is proposed that the Amendment will satisfy:
- 1.8.1 allow for a minimum yield of 800 dwellings for the Development (excluding the Council Land); and
- 1.8.2 require a maximum public open space contribution of 8.5% of net developable area in accordance with clause 5.2.
- 1.9 **"Business Day"** means Monday to Friday excluding public holidays in Victoria.
- 1.10 **"Corporate Avenue Enhanced Access"** means a road, drains, footpaths, kerb and channelling and lighting providing a link to Corporate Avenue to and through the Development adjacent to the proposed Active Open Space, in accordance with plans and specifications approved of in writing by Council to Council's road specifications and plans, having regard to the Indicative Specifications.
- 1.11 **"Corporate Avenue Link Road Works"** means a road, drains, footpaths, kerb and channelling and lighting providing the link across Council land proximate to Stage 1, to Corporate Avenue in accordance with plans and specifications approved of in writing by Council to Council's road specifications and plans, having regard to the Indicative Specifications.
- 1.12 **"Council Land"** means approximately 2.331 hectares (subject to survey) of net developable area, shown as Stage 11 on the Staging Plan, being part of the land in certificates of title volume 10284 folio 966 and volume 9781 folio 749 known as part of the Wellington Road Reserve, Rowville, Victoria, 3178.
- 1.13 **"Development"** means the development of the Land predominantly for residential development with a mix of small scale retail and significant areas of Public Open Space (excluding the Council Land).
- 1.14 **"Development Contributions"** means the various contributions of monetary payments, land and works set out in this Agreement including:
- Active Open Space;
 - Active Open Space Works;
 - Corporate Avenue Link Road Works;
 - Public Open Space;
 - Social Housing Cash Contribution;
 - Social Housing Dwellings;
 - Social Housing Land;

- Stamford Road Link Road Works;
 - Foot Bridge contribution;
 - Men's Shed contribution.
- 1.15 "**Development Plan**" means any development plan approved under any future development plan overlay applied to the Land.
- 1.16 "**Drainage Areas**" means those areas of the Land required for drainage and which are subject to the Power Line Easement, being that part of the Land comprising 23.625 hectares marked "Drainage Reserve" on the Staging Plan.
- 1.17 "**Earth Works**" means the cut and fill works to be undertaken by the Owner on the Council Land and the subject Land in accordance with the terms of this Agreement.
- 1.18 "**Earth Works Permit**" means the planning permit required for the purposes of undertaking the Earth Works on the Council Land and subject Land.
- 1.19 "**Foot Bridge**" means the Foot Bridge to be constructed to which the Owner must contribute as provided in clause 5.6.
- 1.20 "**GST**" means the goods and services tax as defined in the GST Act and also includes penalties and interest and any notional tax payable pursuant to the GST Act and the *National Taxation Reform (Consequential Provisions) Act 2000*.
- 1.21 "**GST Act**" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- 1.22 "**Indexation**" means the application of an index rate based on Producer Price Index Australia (cat.no.6427.0) published by the Australian Bureau of Statistics per annum for the period from 31 July 2018 until the relevant payment date.
- 1.23 "**Indicative Specifications**" means the indicative specifications for the Stamford Park Link Road Works and the Corporate Avenue Link Road Works, being *Knox City Council Type Cross Section Detail Residential Collector Street 20 metre Road Reserve* dated 2 December 2015 and *Emmeline Row Section Adjacent to Park Land* at Schedule 2.
- 1.24 "**Input Tax Credit**" in relation to a supply, means a credit under the GST Act for the GST payable by the recipient in respect of the supply.
- 1.25 "**Land**" means the land within the Scheme described as lot 1 on Plan of Subdivision No. PS421343, being the land more particularly described in certificate of title volume 10425 folio 232.
- 1.26 "**LG Act**" means the *Local Government Act 1989*.
- 1.27 "**Licence**" means the licence by Council to the Owner to conduct the Earth Works on the Council Land in accordance with clause 6 of this Agreement.
- 1.28 "**Licence Terms**" means the terms and conditions of the future Licence, contemplated in clause 6 of this Agreement.
- 1.29 "**Lot**" means a future lot created through the various stages of the Development.

- 1.30 **"Men's Shed"** means the Men's Shed to be constructed to which the Owner must contribute as provided in clause 5.7.
- 1.31 **"Minister"** means the Minister for Planning.
- 1.32 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.33 **"Nominated Mixed Use Zone"** means the 2 such areas nominated on the Staging Plan.
- 1.34 **"Owner Build Obligations"** means the option of the Owner's obligation to build the Social Housing Dwellings specified in clause 5.5.2 and the timeline specified in clause 5.5.7.
- 1.35 **"Planning Approvals"** means any necessary subsequent planning approvals required for the Development after approval of the Amendment including any required Development Plan, Planning Permit or approval of any plan or document by the Council as responsible authority.
- 1.36 **"Power Line Easement"** means the power line easement on the Land.
- 1.37 **"Provider Build Obligations"** means the obligations to transfer the Social Housing Land under the option of the Social Housing Provider building the Social Housing Dwellings in accordance with clause 5.5.5 and the timeline prescribed by clause 5.5.9.
- 1.38 **"Public Open Space"** means 8.5% of the net developable area of the Land, being 3.565 hectares delivered as described in clause 5.2.1.
- 1.39 **"Residential Lot"** means a lot which in the opinion of the Council is of a size and dimension such that it is intended to be developed as a lot for a dwelling without further subdivision.
- 1.40 **"Schedule"** means a schedule to this Agreement.
- 1.41 **"Scheme"** means the Knox Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.42 **"Social Housing Cash Contribution"** means \$4.5 million plus Indexation.
- 1.43 **"Social Housing Dwellings"** means the 20 constructed social housing dwellings within the two Nominated Mixed Use Zones.
- 1.44 **"Social Housing Land"** means land within the Development of a sufficient size and configuration sufficient for 20 Social Housing Dwellings to be constructed.
- 1.45 **"Social Housing Provider"** means Women's Housing Limited or such other housing association approved by Council (which approval Council will not unreasonably withhold).
- 1.46 **"Stage"** means a stage of subdivision of the Development presently identified in the Staging Plan and if the Stages are changed, such changed Stages.
- 1.47 **"Staging Plan"** means the Staging Plan dated 20 June 2017 in Schedule 1 or as amended from time to time with the consent of Council as the responsible authority.

- 1.48 **"Stamford Park"** means the Stamford Park Estate to the north east of the Land.
- 1.49 **"Stamford Road Link Road Works"** means a road, drainage, footpaths, kerb and channelling and lighting providing the link to Stamford Park, in accordance with plans and specifications approved of in writing by Council to Council's road specifications and plans, having regard to the Indicative Specifications.
- 1.50 **"Tax Invoice"** in relation to a supply, means an invoice for the supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the supply.
- 1.51 **"Termination Date"** means the date upon which Council notifies the Owner in writing that the Owner has fully satisfied the Owner's obligations pursuant to this Agreement or that the Council no longer requires the Owner to comply with the obligations specified in this Agreement.
- 1.52 **"VCAT"** means the Victorian Civil Administrative Tribunal.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 REVIEW OF THIS AGREEMENT

- 3.1 If the Adoption Timeframe for the Adoption Request is not satisfied by 30 November 2018, the parties agree to negotiate in good faith the terms of an amended form of this Agreement.
- 3.2 If the Amendment Criteria is not permitted under the Amendment once adopted and gazetted, the parties will use their best endeavours to negotiate in good faith the terms of an amended form of this Agreement.
- 3.3 Any re-negotiation of an amended form of this Agreement on the grounds that the Amendment (as adopted) does not include the Amendment Criteria:
- 3.3.1 will have regard to the content of the Amendment (as adopted); in particular, the Lot yield, the Public Open Space provisions and the impact of the adopted form of the Amendment on the commercial viability of the Development; and
- 3.3.2 must not reduce the Social Housing Contribution specified in this Agreement.

4 TERMINATION OF THIS AGREEMENT

4.1 Termination

This Agreement shall end on the Termination Date provided that the Owner has complied with all of its obligations under this Agreement by that date.

4.2 Ending of Agreement

Despite clause 4.1, the parties agree that upon the issue of a statement of compliance allowing the creation of a Residential Lot, other than a Residential Lot on the Social Housing Land, this Agreement will end in respect of that Residential Lot.

4.3 Cancellation of this Agreement

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register.

5 OWNER'S COVENANTS

5.1 Conduct of Earth Works on Council Land

The Owner must conduct the Earth Works on Council Land as follows:

- 5.1.1 not commence such Earth Works on the Council Land until the Licence in clause 6 has been entered into;
- 5.1.2 in compliance with the Licence contemplated at clause 6;
- 5.1.3 subject to obtaining the Earth Works Permit and sub-clause 5.1.3(d), the Owner must commence:
 - (a) the Earth Works on the Council Land by the later of one hundred and eighty (180) days of the issue of Earth Works Permit or commencement of the Earth Works on the Land; and
 - (b) thereafter continue the Earth Works on the Council Land without cessation;
 - (c) complete the Earth Works on the Council Land no later than twelve (12) months after the date of the Earth Works Permit; and
 - (d) it is acknowledged the Earth Works may be delayed due to wet weather or ground conditions, beyond the Owner's reasonable control, particularly through (generally) Autumn to Winter, in each year. If such delay occurs it is agreed the date for completion is extended to eighteen (18) months from the date of the Earth Works Permit to allow for another Spring and Summer construction period.
- 5.1.4 undertake all Earth Works in accordance with the Earth Works Permit and as approved by Melbourne Water Corporation and Council;
- 5.1.5 the Owner releases and indemnifies Council in respect of all risk associated with carrying out of the Earth Works on the Council Land; and
- 5.1.6 if in order to achieve the requisite Earth Works on the Council Land in compliance with the Earth Works Permit and the approval of Melbourne Water Corporation, it is necessary to undertake Earth Works (including any cut to offset fill) on the Land, the Owner agrees that will need to occur.

5.2 Public Open Space

5.2.1 The Owner must provide the Public Open Space:

- (a) not less than 2.717 ha of Active Open Space; and

(b) the balance (approximately 0.848 ha) in accordance with the relevant Planning Approvals.

5.2.2 Council may in its discretion as responsible authority under the Act, consider the inclusion of part of the balance Public Open Space (at 5.2.1(b) within the Drainage Areas and will have regard to assessment undertaken by the Owner at the Owner's cost, submitted to the Council for consideration.

5.2.3 It is the Council's position that the provision of the Public Open Space will satisfy the requirements of clause 52.01 of the Scheme for the Land.

5.2.4 The Active Open Space must be provided and vested to the Council, with the completed Active Open Space Works, prior to the earlier of the statement of compliance for the Stage of the Development including the 400th Lot or 30 April 2022.

5.2.5 All other Public Open Space must be provided as a part of each relevant Stage of the Development in accordance with Planning Approvals.

5.2.6 For the avoidance of doubt, it is agreed that if the Council Land is acquired by the Owners, and is effectively added to the Development, any public open space contribution for the development of the Council Land will also be 8.5% and may be provided entirely on the Land, the Council Land or a mix of both, in accord with the relevant Planning Approvals.

5.3 **Active Open Space Works**

The Owner must:

5.3.1 construct the Active Open Space Works at the Owner's cost in accordance with plans and specifications approved by Council;

5.3.2 obtain Council's written approval to the appointment of a contractor for construction of playing surface(s) forming part of the Active Open Space Works, which approval will be granted or withheld having regard to an emphasis on the quality of the contractor and a required high quality and standard of works;

5.3.3 complete to the Council's satisfaction the Active Open Space Works in accordance with approved plans and specifications required by Council, up to a value of \$6 million, plus Indexation to the time of delivery; and

5.3.4 complete the Active Open Space Works prior to the earlier of the issue of a statement of compliance for the Stage including the 400th Lot or 30 April 2022.

5.4 **Social Housing Cash Contribution**

5.4.1 The Owner must pay the Social Housing Contribution plus Indexation by equal instalments of \$1.125 million plus Indexation as follows:

(a) the first instalment prior to the earlier of the statement of compliance for Stage 1 of the Development or 30 April 2019;

- (b) the second instalment prior to the earlier of the statement of compliance for Stage 3 in accordance with the Staging Plan or 30 April 2020;
- (c) the third instalment prior to the earlier of the statement of compliance for Stage 6 in accordance with the Staging Plan or 30 April 2021; and
- (d) the final instalment prior to 30 April 2022.

5.4.2 If there are more or less Stages, the number of Lots per Stage is reallocated or the Stages in the Staging Plan are developed in a different order, there must be a reallocation of the dates for payment of the instalment payments for the Social Housing Cash Contribution consistent with intent of Clause 5.4.1 and as directed by Council.

5.5 Provision of Social Housing Dwellings

- 5.5.1 Subject to Clauses 5.5.8 or 5.5.10, the Owner must ensure that 20 constructed Social Housing Dwellings are able to be provided within the Nominated Mixed Use Zone with 10 Dwellings within each part of the Nominated Mixed Use Zone east and west of the Power Line Easement or in such other location as may be agreed in writing by Council.
- 5.5.2 The Owner acknowledges, that if for any reason either of the Amendment Criteria (Lot yield or Public Open Space) are not achieved, in any re-negotiation of this Agreement the requirement for not less than 20 Social Housing Dwellings will remain.
- 5.5.3 The Social Housing Dwellings must be:
- (a) a mixture of eight, one-bedroom and twelve two-bedroom dwellings – this requirement may be varied only if the Council agrees;
 - (b) houses or apartments or a mixture of both at the discretion of the Owner;
 - (c) located on the Social Housing Land, which must be transferred to the Social Housing Provider in accordance with clauses 5.5.7 or 5.5.9 (as the case may be);
 - (d) delivered across the areas noted as Stages 4 and 12 in the Staging Plan and in not less than 2 buildings;
 - (e) not less than 4 one-bedroom and 6 two-bedroom dwellings in Stage 4;
 - (f) of a quality, nature, size and of a construction standard and not otherwise externally distinguishable from, other dwellings in the relevant building or Stage; and
 - (g) the quality, nature and size and standard of construction must be approved by the Social Housing Provider.
- 5.5.4 The Social Housing Dwellings may be constructed by the Owner (**Owner Build Obligations**), or alternatively the Owner may transfer

the Social Housing Land to the Social Housing Provider, who in turn will have another party construct the Social Housing Dwellings (**Provider Build Obligations**), upon the Social Housing Land.

5.5.5 If the Owner decides not to construct the Social Housing Dwellings, then as a precondition to any transfers of the Social Housing Land to the Social Housing Provider, the Council and the Owner must be satisfied as to the following:

- (a) the Social Housing Provider has entered into an unconditional building contract with a registered builder for the construction of the Social Housing Dwellings on the Social Housing Land;
- (b) that the building contract will deliver Social Housing Dwellings which comply with the requirements in clause 5.5.2; and
- (c) the Social Housing Provider has sufficient capital to construct the Social Housing Dwellings,

provided however if in order for the Social Housing Provider to secure funding to satisfy sub-clause 5.5.5(c), or enter into a building contract to satisfy sub-clauses 5.5.5(a) and (b), a requirement arises for the Social Housing Land to be first transferred to the Social Housing Provider, then the Council will consider and not unreasonably withhold, its consent to the early transfer of the Social Housing Land, provided:

- (d) the Social Housing Provider selected is to the satisfaction of the Council; and
- (e) the proposed builder or builders have been identified and established their preparedness and ability to construct the Social Housing Dwellings in accord with this Agreement; and
- (f) there is evidence that sufficient funding will be secured after the transfer of the Social Housing Land.

5.5.6 Regardless of whether the Social Housing Dwellings are constructed by the Owner or by a builder on behalf of the Social Housing Provider, and as a precondition of the transfer of the Social Housing Land, the Owner must enter into an agreement under section 173 of the Act with Council, to be recorded on the title to the Social Housing Land, restricting its development and use to social housing in accordance with relevant performance standards.

5.5.7 If the Owner Build Obligations apply, the timing for the completion and transfer of the Social Housing Dwellings must be as follows:

- (a) not less than 10 Social Housing Dwellings prior to the earlier of the last certificate of occupancy for buildings located in Stage 4 or 31 January 2023; and
- (b) the balance of Social Housing Dwellings prior to the earlier of the last certificate of occupancy for buildings located in Stage 12 or 31 July 2025.

5.5.8 If the Owner Build Obligations are not complied with within the specified timeframes in clause 5.5.7, the Owner must pay Council \$2.25 million plus Indexation for each of Stage 4 and 12 (that being

\$2.25 million plus Indexation for Stage 4 and \$2.25 million plus Indexation for Stage 12), as follows:

- (1) for Stage 4, by 28 February 2023; and
- (2) for Stage 12, by 31 August 2025.

5.5.9 If the Provider Build Obligations apply to the provision of the Social Housing Dwellings, the transfer of the Social Housing Land to the Social Housing Provider must occur as follows:

- (a) land sufficient for not less than 10 Social Housing Dwellings transferred prior to the earlier of 12 months before the anticipated last certificate of occupancy for buildings located in Stage 4 (as provided in the Staging Plan) or 31 January 2022; and
- (b) land sufficient for the balance of Social Housing Dwellings prior to the earlier of 12 months before the anticipated last certificate of occupancy for buildings located in Stage 12 (as provided in the Staging Plan) or 31 July 2024.

5.5.10 If the Owner decides not to construct the Social Housing Dwellings and it has not transferred the Social Housing Land within the timeframes specified in Clause 5.5.9, then the Owner must pay Council \$2.25 million plus Indexation for each of Stage 4 and 12 (that being \$2.25 million plus Indexation for Stage 4 and \$2.25 million plus Indexation for Stage 12), as follows:

- (a) for Stage 4, by 28 February 2022; and
- (b) for Stage 12, by 31 August 2024.

5.6 **Foot Bridge**

The Owner must pay Council \$350,000 plus Indexation towards the construction of a Foot Bridge prior to the earlier of the issue of a statement of compliance for the Stage including the 400th Lot or 30 April 2022. Council must apply the funds collected pursuant to this clause toward the construction of the Foot Bridge.

5.7 **Men's shed**

The Owner must pay Council \$350,000 plus Indexation towards the construction of a men's shed within 30 days of gazettal of the Amendment.

5.8 **Stamford Park Link Road**

The Owner must pay Council \$1.58 million plus Indexation towards the setting aside of land for the Stamford Park link road prior to the earlier of the issue of a statement of compliance for the Stage including the 400th Lot or 30 April 2022.

5.9 **Stamford Park Link Road Works**

The Owner must construct the Stamford Park Link Road Works prior to the issue of the statement of compliance for the Stage of the Development requiring access through Stamford Park.

5.10 **Corporate Avenue Access**

Subject to and in accordance with the Planning Approvals, access to the Development via Corporate Avenue:

5.10.1 is envisaged through the Corporate Avenue Enhanced Access, in which case:

- (a) interim access to the early Stages of the Development may be via the existing road into the subject Land to the satisfaction of the Council; and
- (b) the permanent Corporate Avenue Enhanced Access must be completed prior to the due date for completion of the Active Open Space Works and the transfer or vesting to Council of the Active Open Space;

5.10.2 may also occur through the Corporate Avenue Link Road Works in which case it must be constructed by the Owner prior to the issue of a statement of compliance for the Stage of the Development requiring access through the Corporate Avenue Link Road Works.

5.11 **Planning and other Approvals**

5.11.1 The Owner must:

- (a) obtain all Planning Approvals for the Development at the Owner's cost; and
- (b) exercise its best endeavours to expeditiously pursue the adoption of the Amendment, all Planning Approvals and all other applications for all permits and approvals required for the Development.

5.11.2 The Council must proactively facilitate the processing and decision making in respect of Planning Approvals or any other approvals that are required to be granted by Council in order for construction of the Development to occur.

5.12 **Successors in title**

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

5.13 **Further assurance**

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

5.14 **Payment of Council's costs**

The Owner agrees to pay on demand to the Council the Council's reasonable costs and expenses (including any legal fees incurred on a solicitor-client basis but excluding Council staff costs) of and incidental to the preparation, execution and recording of this Agreement.

5.15 **Mortgagee to be bound**

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

5.16 **Indemnity**

5.16.1 The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement but excluding any costs, expenses, losses or damages caused by the negligence or reckless act of the Council.

5.16.2 The parties agree that each will conduct itself in a manner that ensures mitigation of its loss in respect of any claim, suit, action, proceeding or judgment brought by any person.

5.17 **Non-compliance**

If the Owner has not complied with this Agreement within 28 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 5.17.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 5.17.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;
- 5.17.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 5.17.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

- 5.17.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie

proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;

- 5.17.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 5.17.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 5.17.8 if the Owner executes a mortgage as required by clause 5.17.4, any breach of this Agreement is deemed to be a default under that mortgage.

5.18 Standard of works

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the reasonable satisfaction of the Council.

5.19 Council access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement and in accordance with the requirements of the Act.

5.20 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

5.21 Owner's warranty

The Owner warrants and covenants that:

- 5.21.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 5.21.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 5.21.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 5.21.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of

the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

6 LICENCE FOR EARTH WORKS

The Council and the Owner will enter into the Licence to allow the early conduct of the Earth Works, as follows:

- 6.1 Council will provide a draft form of the Licence within sixty (60) days of the date of this Agreement;
- 6.2 the Owner will provide the plans and specifications for the proposed Earth Works within sixty (60) days of receiving the Earth Works Permit;
- 6.3 the Licence will be upon standard terms and conditions, to the satisfaction of the Council and the Owner, acting reasonably;
- 6.4 the Licence must be executed before 30 November 2017 and subject to obtaining the Earth Works permit;
- 6.5 the Licence must contain:
 - 6.5.1 an appropriate release and indemnity in favour of the Council and its officers and agents in respect of all risk associated with the carrying out of the Earth Works and the presence of the owner or its employees, officers or agents, on the Council Land; and
 - 6.5.2 an obligation to report progress to Council on a regular basis regarding the undertaking of the Earth Works, including soil classification and related analysis to ensure any fill and any cut (that is material extracted) is not subject to contamination, or if contaminated is dealt with in accordance with the relevant environmental and regulatory framework.

7 COUNCIL LAND

In respect of the Council Land the parties have agreed that, subject to compliance with sections 189 and 223 of the LG Act and a resolution of the Council to proceed to sell the Council Land, the Owner will buy the Council Land, including upon the following terms:

- 7.1 a 10% deposit of \$760,000 payable on signing;
- 7.2 the balance of \$6.84 million payable at settlement (**Settlement**);
- 7.3 Settlement is to occur on the later of:
 - 7.3.1 sixty (60) days after the gazettal of the Amendment and creation of a separate title for the Council Land; or
 - 7.3.2 31 January 2019;
- 7.4 the sale is to be conditional upon:
 - 7.4.1 registration of a plan of subdivision creating a separate title to the Council Land; and
 - 7.4.2 adoption and gazettal of the Amendment allowing for the Amendment Criteria no later than 30 June 2019; and

- 7.5 no works are to be undertaken on the Council Land by the Owner (other than the Earth Works pursuant to the Licence) until Settlement.

8 COUNCIL'S COVENANTS

- 8.1 The Council will proceed expeditiously to complete the relevant processes under sections 189 and 223 of the LG Act in relation to a potential Council sale of the Council Land to the Owner.
- 8.2 Council will grant a Licence to the Owner or its agents to:
- 8.2.1 conduct the Earth Works on the Council Land; and
 - 8.2.2 if necessary, to construct the Stamford Park Link Road Works; and
 - 8.2.3 if necessary, to construct the Corporate Avenue Link Road Works.
- 8.3 Council will facilitate land to be set aside for the Link Road connecting the Development through the adjoining Council Land to Stamford Park prior to the issue of the statement of compliance for the Stage including the 400th Lot.

9 EXTENSIONS OF TIME

If the Amendment is not gazetted by 30 July 2018, the parties acknowledge and agree that:

- 9.1 dates relating to the provision of all Development Contributions set out in clause 5 are extended by the same period as the period of time from 31 July 2018 until the date the Amendment is gazetted; and
- 9.2 Indexation shall continue to apply in respect of all payments (other than the price payable for the Council Land) specified in this Agreement, regardless of any such extensions.

10 ACKNOWLEDGEMENTS

- 10.1 The parties acknowledge and agree that all obligations and contributions set out in this Agreement are in addition to any future requirements arising from the Amendment or any Planning Approvals for the Development except that the Public Open Space is considered by Council to be sufficient to satisfy the requirements of clause 52.01 of the Scheme and that Council agrees that the Development Contributions set out in this Agreement are sufficient to meet the reasonable obligations of the Owner in relation to the Development.
- 10.2 In any case where the Owner has failed to comply with this Agreement, including by a relevant due date or specified event, for that obligation, the Council may withhold its issue of a Statement of Compliance under the *Subdivision Act 1988* for any Stage unless or until compliance with this Agreement is achieved.
- 10.3 In any case where any attachment, schedule or annexure to this Agreement is considered unsatisfactory by the Office of the Registrar of Titles, for registration against the Certificates of Title to the Land, then the parties agree that they will consent to the inclusion of any replacement plan or document prepared of a different form to the same effect of the plan or document being replaced, to allow this Agreement, including all relevant attachments, to be registered against the title to the Land. The acknowledgement and consent of the parties under this clause includes agreement to execute, if required, a replacement version of this Agreement.

11 GOODS AND SERVICES TAX

11.1 Definitions and expressions

Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

11.2 Amounts payable do not include GST

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

11.3 Liability to pay any GST

Subject to clause 11.4, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount ("**Recipient**") must pay to the other party ("**Supplier**") a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.

11.4 Tax Invoice

A party's right to payment under clause 11.3 is subject to a Tax Invoice being delivered to the Recipient.

12 GUARANTEE AND INDEMNITY

12.1 Guarantee and indemnity

In consideration of the Council entering into this Agreement with the Owner at the Guarantor's request, the Guarantor:

- 12.1.1 guarantees that the Owner will perform all its obligations under this Agreement;
- 12.1.2 must pay the Council on demand any money owing to the Council by the Owner; and
- 12.1.3 indemnify the Council against all loss resulting from the Council having entered into this Agreement, whether from the Owner's breach of any provision of this Agreement, or from this Agreement being or becoming unenforceable against the Owner.

12.2 Guarantor's liability not affected

The Guarantor's liability will not be affected by:

- 12.2.1 the Council granting the Owner or any Guarantor any time or other indulgence;
- 12.2.2 the Council agreeing not to sue the Owner, or any Guarantor;
- 12.2.3 any variation of this Agreement;

12.2.4 any provision of this Agreement being or being found to be unenforceable; and

12.2.5 this Agreement not being signed by any one Guarantor.

12.3 Covenants

The Guarantor agrees:

12.3.1 not to seek to recover any money from the Owner by way of reimbursement for payments made by any Guarantor to the Council until the Council has been paid in full;

12.3.2 not to prove in the bankruptcy or winding up of the Owner for any amount which the Council has demanded from the Guarantor until the Council has been paid in full; and

12.3.3 to pay the Council any money which the Council is required to refund to the Owner's liquidator or trustee in bankruptcy as preferential payments received from the Owner.

13 GENERAL

13.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the LG Act, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

13.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

13.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

13.4 Enforcement and severability

13.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

13.4.2 If a Court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

14 NOTICES

14.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 14.1.1 personally on the person;
- 14.1.2 by leaving it at the person's address set out in this Agreement;
- 14.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 14.1.4 by facsimile to the person's current number notified to the other party.

14.2 Time of service

A notice or other communication is deemed served:

- 14.2.1 if served personally or left at the person's address, upon service;
- 14.2.2 if posted within Australia to an Australian address, five Business Days after posting;
- 14.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 14.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

15 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 15.1 the singular includes the plural and vice versa;
- 15.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 15.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 15.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 15.5 words importing one gender include other genders;
- 15.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 15.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 15.7.1 two or more parties; or

- 15.7.2 a party comprised of two or more persons,
is made or given and binds those parties or persons jointly and severally;
- 15.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 15.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 15.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 15.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 15.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 15.13 a reference to an authority, institution, association or body (**original entity**) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 15.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.
- 15.15 A reference to the Council includes the Council in its capacity as responsible authority pursuant to the Scheme.

16 REGISTRATION OF AGREEMENT

- 16.1 The Owner will do all things necessary to enable the Council to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgement or other document.
- 16.2 The Council will record this Agreement on the Title to the Land following the settlement of the acquisition of the Land by the Owner, such settlement scheduled for April 2018.
- 16.3 In any case where the Amendment:
- 16.3.1 is not adopted, this Agreement will end and the Council will promptly arrange for the cancellation of registration of the Agreement pursuant to Section 183 of the Act; or
- 16.3.2 is adopted and gazetted in a form that does not satisfy the Amendment Criteria, the parties must re-negotiate the terms of this Agreement and the nature and extent of the Development Contributions as otherwise provided in this Agreement and that new or re-negotiated agreement will be substituted for this Agreement, including the cancellation of this Agreement and its substitution with the new agreement on the Certificate of Title to the Land.

EXECUTED as a deed of agreement under Division 2 of Part 9 of the Act.

THE COMMON SEAL of KNOX CITY COUNCIL was affixed in the presence of:))



~~Councillor~~ Chief Executive Officer

~~Councillor~~ Authorised Officer

~~Chief Executive Officer~~

EXECUTED by COTTONWOOD HOLDINGS PTY LTD in accordance with section 127(1) of the Corporations Act 2001 (Cth) by being signed by the authorised person:))))

~~Sole director and sole company secretary~~
Attorney
DEAN PASK

Full name

LEVEL 15, 41 EXHIBITION ST, MELBOURNE
Usual Address

EXECUTED by HIBISCUS GROUP PTY LTD in accordance with section 127(1) of the Corporations Act 2001 (Cth) by being signed by the authorised person:))))

~~Sole director and sole company secretary~~
Attorney
DEAN PASK

Full name

LEVEL 15, 41 EXHIBITION ST, MELBOURNE
Usual Address

22

EXECUTED by **ENGIMA DEVELOPMENTS PTY LTD** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by being signed by the authorised person:

)
)
)
)



Sole director and sole company secretary
Attorney


DEAN PASK

Full name

LEVEL 15, 41 EXHIBITION ST, MELBOURNE
Usual Address

EXECUTED by **VALLEY GROUP DEVELOPMENTS PTY LTD** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by being signed by the authorised person:

)
)
)
)



Sole director and sole company secretary
Attorney

DEAN PASK

Full name

LEVEL 15, 41 EXHIBITION ST, MELBOURNE
Usual Address

EXECUTED by **AMPHORA HOLDINGS PTY LTD** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by being signed by the authorised person:

)
)
)
)



Sole director and sole company secretary
Attorney

DEAN PASK

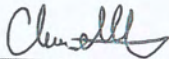
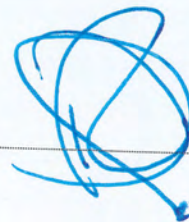
Full name

LEVEL 15, 41 EXHIBITION ST, MELBOURNE
Usual Address

SIGNED SEALED AND DELIVERED by **NEVILLE JOHN PASK** in the presence of:

)
)

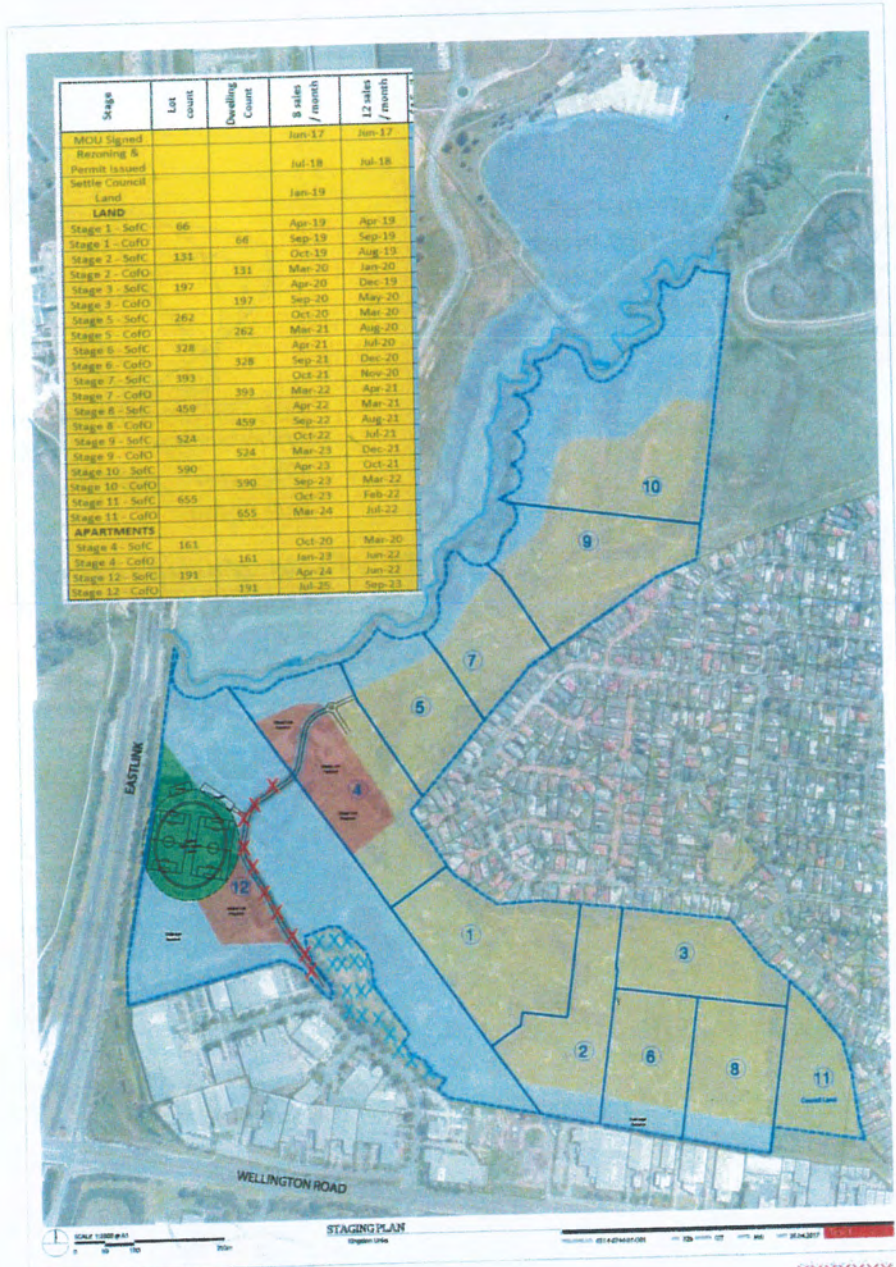
*By his Attorney
Dean Pask*



Witness

**SCHEDULE 1
STAGING PLAN**

**SCHEDULE 1
STAGING PLAN**



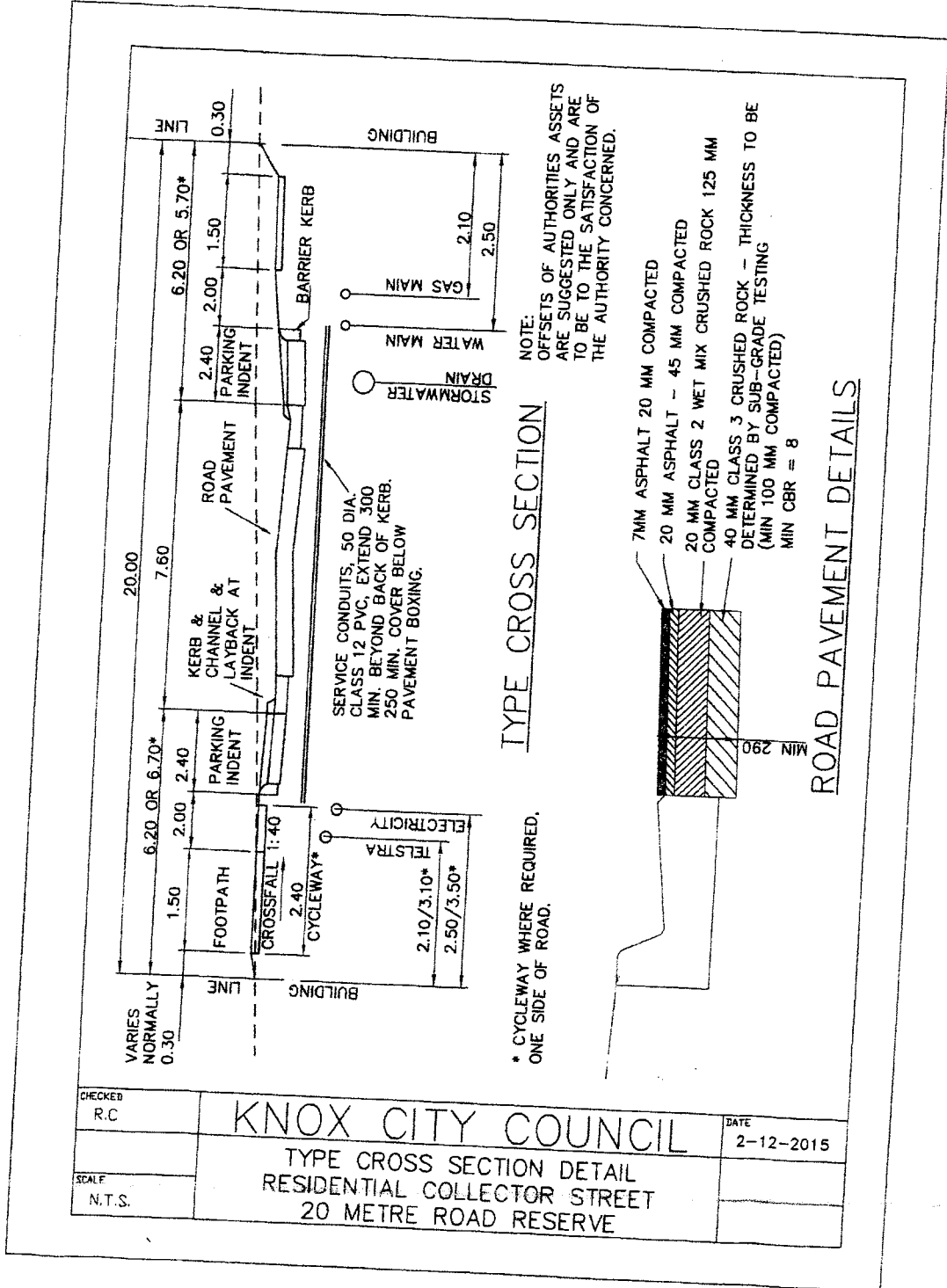
Corporate Avenue Enhanced Access

XXXXXXXX

Council Land Proximate to Stage 1 - Corporate Avenue Link Road Works

XXXXXXXX

**SCHEDULE 2
INDICATIVE SPECIFICATION**



COUNCIL DRAFT

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Proposed C142

SCHEDULE 13 TO CLAUSE 43.04 DEVELOPMENT PLAN OVERLAY

Shown on the planning scheme map as **DPO13**.

KINGSTON LINKS DEVELOPMENT PLAN**1.0 Requirement before a permit is granted**

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Proposed C142

A permit may be granted before a development plan has been prepared to the satisfaction of the responsible authority to:

- Construct or carry out works relating to:
 - _____ the maintenance or demolition of existing buildings;
 - _____ rehabilitation works to the creek corridor;
 - _____ minor works;
 - _____ any works required to [undertake or](#) satisfy a Statement of Environmental Audit under the Environment Protection Act 1970.
- Subdivision of the land to realign property boundaries, or to create or remove easements or restrictions.

Any application for a permit lodged before the development plan has been prepared must be accompanied by a report demonstrating that approval will not prejudice the long term future of the land as set out in this schedule [and will be constructed in accordance with the Construction Management Plan prepared in accordance with this Schedule](#).

Section 173 Agreement

Prior to the approval of a Development Plan or the granting of a planning permit, an agreement between the owner of the land and the Responsible Authority, including under Section 173 of the Planning and Environment Act 1987 must be entered into in a form to the satisfaction of the Responsible Authority, executed and registered on the owner's land. The provisions of that agreement must include:

- requirements in relation to any earthworks to be conducted;
- provision of public open space at 8.5% of the net developable area;
- requirements for the conduct of active open space works;
- the provision of both a cash contribution and land in respect of social housing;
- a requirement for the owner of the land to enter into a further Section 173 Agreement to secure the future use of the social housing land for social housing purposes;
- a financial contribution towards a footbridge;
- a financial contribution towards a men's shed;
- the construction of the Stamford Park Link roadworks;
- a contribution to the cost of land set aside by Council for the Stamford Park link road; and
- the construction of the Corporate Avenue link roadworks.

The costs of preparation and registration of the section 173 agreement are to be borne by the land owner.

2.0 Conditions and requirements for permits

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Proposed C142

Subdivision

The following conditions and/or requirements apply to permits:

Infrastructure

- The ~~construction~~~~construction~~ of intersection upgrades or improvements in accordance with the requirements of VicRoads and at the cost of the land owner.
- ~~All other agreed~~ road network and intersection upgrades, mitigation works, and reinstatement of existing assets at the cost of the land owner.
- ~~All agreed~~ stormwater infrastructure works within the site to be at the cost of the land owner.
- ~~Acoustic attenuation measures, if required, (including any acoustic barriers)~~ be provided on ~~the land or, where an acoustic barrier is required, within the boundary with~~ the EastLink Freeway reserve ~~(or within the reserve as appropriate)~~ which comply with VicRoads' Traffic Noise Reduction Policy (or any subsequent publication) and the EastLink Concession Deed (or as updated), at the owner's cost.

Design Guidelines

Prior to the granting of a subdivision permit:

- ~~d~~ Dwelling design guidelines, for inclusion in a Memorandum of Common Provisions must be prepared to the satisfaction of the Responsible Authority:-
- ~~A section 173 Agreement in respect of allotments with a direct abuttal to existing residential land, generally as shown on Figure 1 and which limits development to 2 storeys within 15m of that direct abuttal.~~

Requirement for an Environmental Management Plan

~~A~~ Prior to the granting of a permit issued for subdivision or buildings and works must include a condition requiring for subdivision into lots to be used for dwellings and which do not require further subdivision for that purpose, an Environmental Management Plan addressing the construction activities proposed on the land and must be prepared to the satisfaction of the Responsible Authority.

The Environmental Management Plan must include:

- Soil erosion and sediment control provisions to protect existing local stormwater infrastructure, ~~Corhanwarrabul~~~~Corhanwarrabul~~ Creek and the Stamford Park wetlands from erosion product and sediment transport by minimising erosion of lands during work.
- Hydraulics and hydrology provisions to protect and improve the floodplain, manage water quality and quantity, and protect the habitat value of Corhanwarrabul Creek and the Stamford Park wetlands (measures used should include the installation of a perimeter fence to protect the waterway prior to the commencement of works).
- Protection measures to ensure that disturbance to native flora and fauna habitat is avoided in the first instance, minimised where avoidance is not possible with appropriate contingencies incorporated to prevent the potential for the introduction of exotic flora and fauna species is abated.
- Dust suppression measures to be provided during works to minimise dust impact to EastLink.
- ~~Measures to prevent construction fill encroaching on or being placed within the EastLink Freeway reserve.~~
- A Traffic Management Plan for the site identifying the location of the proposed vehicle access point(s) and detailing the measures to ensure amenity of the adjoining areas is not impacted by the movement of vehicles (cars, trucks and construction machinery) associated with construction activities on the site.

3.0 Requirements for development plan

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C--

A development plan must include the following:

- A Masterplan that illustrates land uses (including open space), interface treatments, and an indicative road layout across the site.
- A Landscape Masterplan that shows the landscape design concept for the site, including all streetscapes and public open space (active and passive recreation areas, natural areas, other public realm).
- An Integrated Transport Management Plan that addresses access and movement within and to and from the site.
- An Integrated Water Management Plan that addresses holistic stormwater management within the site and those water-related interfaces beyond the site.
- A Grassfire Mitigation and Management Plan that addresses grassfire hazard, emergency vehicle road design, the provision of reticulated or static water supply and hard stand access for fire fighting.

Masterplan

The Masterplan must include:

- The distribution of land uses throughout the site including public open space, generally in accordance with **Figure 1**.
- Detail reflecting public open space, infrastructure and other elements consistent with any agreement entered into with the responsible authority.
- A description of the indicative siting, lot configuration and land uses within the mixed use precinct.
- A hierarchy of public open spaces.
- A description of the road network and hierarchy throughout the site, including function and cross sections.
- Transport connections and access points generally in accordance with Figure 1.
- A description of the distribution of height and massing of built form across the site, generally in accordance with **Figure 1**.
- Details of the treatment to residential interfaces along the irregular eastern boundary of the land, including a minimum rear setback to existing adjoining dwellings, generally in accordance with **Figure 1 including either:-**
 - retention of a vegetated landscape buffer generally between 5m and 8m in width, including retaining high amenity trees where practical with a new local road; or
 - where proposed allotments share a direct abuttal with existing residential land a maximum 2 storey building height within 15m of the shared boundary.
- Details of the staging of future land use and development throughout the site.
- A notation that the intensity of land uses and the number of dwellings must not exceed that adopted for the traffic generation development scenario that forms part of the approved Integrated Transport Management Plan, unless otherwise agreed in writing by the responsible authority.
- ~~A statement that no major promotional signage will be visible from EastLink.~~
- Detail on how any required noise attenuation measures will meet the noise level objectives in VicRoads Traffic Noise Reduction Policy (or any subsequent publication) and the Traffic Noise Criteria set out in the EastLink Concession Deed (which specifies performance criteria in relation to traffic noise) or as updated at the boundary of the EastLink Freeway reserve. All

noise attenuation measures required to satisfy these objectives must be met by the relevant land owner/developer. [Where an acoustic barrier is required, it must be provided within the EastLink Freeway reserve.](#)

- Details on the fencing on the boundary of the EastLink Freeway reserve. Fencing to the EastLink Freeway reserve must complement the urban design treatment and landscaping of the EastLink corridor, restrict access to the EastLink Freeway, prevent unauthorised dumping of materials or rubbish blowing onto the EastLink Freeway reserve and prevent or minimise graffiti and vandalism.
- [A building setback of 2m from the EastLink boundary to allow for the construction and maintenance of buildings on the land and a notation that access to the EastLink Freeway reserve will not be permitted to be used for construction and maintenance works.](#)
- [Details of how contaminated soil will be managed.](#)
- [Details of how the built form of the Mixed Use Zone development will interface sensitively with existing and future residential development and public open space.](#)

Landscape Masterplan

The Landscape Masterplan must include:

- A statement explaining how landscape design addresses the strategic directions within the Knox Open Space Plan 2012-2022 (or as amended).
- A statement explaining how landscape design addresses the strategic directions within the Knox Liveable Streets Plan 2012-2022 (or as amended).
- Details of key landscape design principles and species selected throughout road reserves, along the site's key external interfaces, and within public open space.
- A planting theme that enhances local habitat values and demonstrates compatibility with the inclusion of water sensitive urban design objectives. The planting theme on the eastern boundary must respond to the landscaping and urban design of EastLink.
- [Landscaping detail for the landscape buffer at the residential interface along the irregular eastern boundary of the land](#) ~~How any development will address sensitive interfaces as shown in Figure 1, including maximum building heights and the retention of existing trees and vegetation.~~
- Details of the removal of vegetation not suitable for retention.

Integrated Transport Management Plan

The Integrated Transport Management Plan must include:

- An assessment of the expected impact of traffic generated by the development on the existing [and future](#) road network and any mitigation measures required to address identified issues [to the satisfaction of VicRoads and the responsible authority.](#)
- [Traffic modelling of future conditions is to be predicated on a distribution analysis of generated traffic having regard to:](#)
 - [the nature and breakup of residential trip purposes](#)
 - [the likely origin/destination of trips based on:](#)
 - [residential precincts within the site](#)
 - [connections to the arterial network](#)
 - [location of nearby services and facilities](#)
 - [journey to work data.](#)

- ~~trip purposes and the expected origins or destinations of trips.~~
- A statement explaining how the ~~integrated~~^{intergrated} transport network addresses the strategic directions within the Knox Liveable Streets Plan 2012-2022 (or as amended).
- An indicative road, bicycle, and pedestrian network plan showing:
 - vehicular access from Corporate Avenue to the proposed internal road network;
 - vehicular access from Stamford Park to the proposed internal road network;
 - pedestrian and bicycle access from surrounding areas, including both on-street and dedicated off-street facilities connecting to Stamford Park, Caribbean Gardens, and adjacent residential areas;
 - a street network that ~~(a)~~ makes provision for a vehicular link between Kingston Links and Stamford Park, and ~~(b)~~ discourages non-local through-traffic;
 - layout of internal roads, including a hierarchy of the roads that ~~specifies~~^{specifies} the purpose, function, cross sections, and widths of the road reserves for each road type;
 - provision for bus movement through the site ~~linking Wellington Road, traversing Stamford Park to access Stud Road, via Emmeline Road~~^{linking Wellington Road, traversing Stamford Park to access Stud Road, via Emmeline Row};
 - provision of safe, well-lit and direct pedestrian connections from the bus capable through road to existing residential areas east of the site, Wellington Road, Caribbean Gardens, Stamford Park and Stud Road;
 - provision of emergency services and waste collection services through the site;
 - a pedestrian and cycle shared path network both throughout the site and to the existing network at Stamford Park and the ~~EastLink~~^{EastLink} Trail with any access to the ~~EastLink Trail~~^{EastLink Trail} to be controlled and maintained by Council;
 - connected footpath network both throughout the site and to the existing network on Corporate Avenue;
 - mitigation works at the intersection of Wellington Road and Corporate Avenue to provide adequate capacity to cater for anticipated traffic generation and to retain appropriate access to the Corporate Avenue;
 - any complementary works required to retain or improve access from South Corporate Avenue to Wellington Road;
 - any local area traffic management works required having regard to the characteristics of Emmeline Row as a Residential Collector Street;
 - enhancement works as required to Corporate Avenue to accommodate projected traffic movements while ensuring retention of appropriate access to existing properties;
 - any traffic implications of staging of development as contemplated in the Master Plan, including triggers for the provision of connections to the arterial network and implementation of any mitigation works;
 - a Construction Management Plan informed by analysis of staging requirements of traffic works identified in the Integrated Transport Management Plan.

Integrated Water Management Plan

The Integrated Water Management Plan must include:

- Detailed information on how stormwater will be managed in an holistic manner.
- An assessment of the pre-development and expected post-development stormwater conditions.
- Details of how stormwater can be efficiently filtered, infiltrated and harvested on site to limit off-site discharge and meet all ~~relvant~~^{relevant} State Government water quality targets, including:
 - Total Suspended Solids (TSS)

- Total Nitrogen (TN)
- Total Phosphorus (TP)
- Total flows
- Details of how ~~the~~ the proposed development will either maintain or increase overall stormwater storage capacity of the site.
- Details of how the proposed development will limit ~~avulsion~~ ~~avulsion~~ to ~~minimise~~ ~~minimise~~ the risk of:
 - erosion of the creek channel or floodplain;
 - transportation of sediment downstream;
 - damage to or destruction of natural habitat and stream ecology;
 - damage to or destruction of built assets; and
 - changes in the course of the Corhanwarrabul Creek.
- Details of remediation works along the riparian zone of the Corhanwarrabul Creek.
- Details of any proposed modifications to the Corhanwarrabul Creek, and how these modifications will protect and enhance stream ecology.
- Details of how the proposed development will ~~accommodate~~ accommodate a 1 in 100 year ARI storm event.
- Details of how the Rowville Main Drain will be modified and how modifications will maintain and/or enhance hydraulic performance and flood protection of the local area.
- Necessary site control measures during the course of construction of any drainage works.
- Details of wetlands and stormwater maintenance works, including the removal of associated sediment to be undertaken by the land owner, for a period of two years after the completion of all works including roadworks, construction of the wetlands and inground infrastructure works.
- A statement that:
 - all surface water (up to the 1 in 100 year ARI storm event) and underground drainage will be directed away from the EastLink Freeway reserve; and
 - any works and fillings on the site must have no detrimental effect on the flood levels and drainage paths in and around the EastLink Freeway reserve.
- Notation of the requirement for a Wetlands Maintenance and Operation Plan, to the satisfaction of the Responsible Authority, prior to hand over to the public land manager of the ownership and management of stormwater infrastructure.
- Arrangements for handover to the public land manager of the ownership and management of stormwater infrastructure subsequent to the maintenance period.

Grassfire Management Plan

The Grassfire Management Plan must include:

- A description of the fire risk for the area.
- Road design that:
 - Allows for a range of emergency service vehicles, including large aerial appliances.
 - Incorporates road widths sufficient to accommodate the needs of emergency vehicles.
 - Ensures emergency vehicle access to open space areas and the freeway reserve.
- Notation that planting, landscape and vegetation management within landscape buffers, easements and areas of open space do not increase the risk of fire, including allowing for appropriate emergency service vehicle access.

- The provision of reticulated and or static water supply and hard stand access for fire fighting in strategically located areas.

Figure 1: Concept Plan



19/01/2006
Proposed C142

SCHEDULE TO CLAUSE 52.02

1.0

19/01/2006
VC37

Under Section 23 of the Subdivision Act 1988

Land	Easement or restriction	Requirement
None specified		

2.0

19/01/2006
VC37

Under Section 24A of the Subdivision Act 1988

Land	Person	Action
None specified		

3.0

19/01/2006
Proposed C142

Under Section 36 of the Subdivision Act 1988

Land	Easement or right of way	Requirement
RESERVE Wellington Road, Rowville Vic 3178 (Lot Res LP 215334)	Reserve	Remove
RESERVE 899R Wellington Road, Rowville Vic 3178 (Lot 1 TP 887516)	Reserve	Remove

03/10/2017
Proposed C142

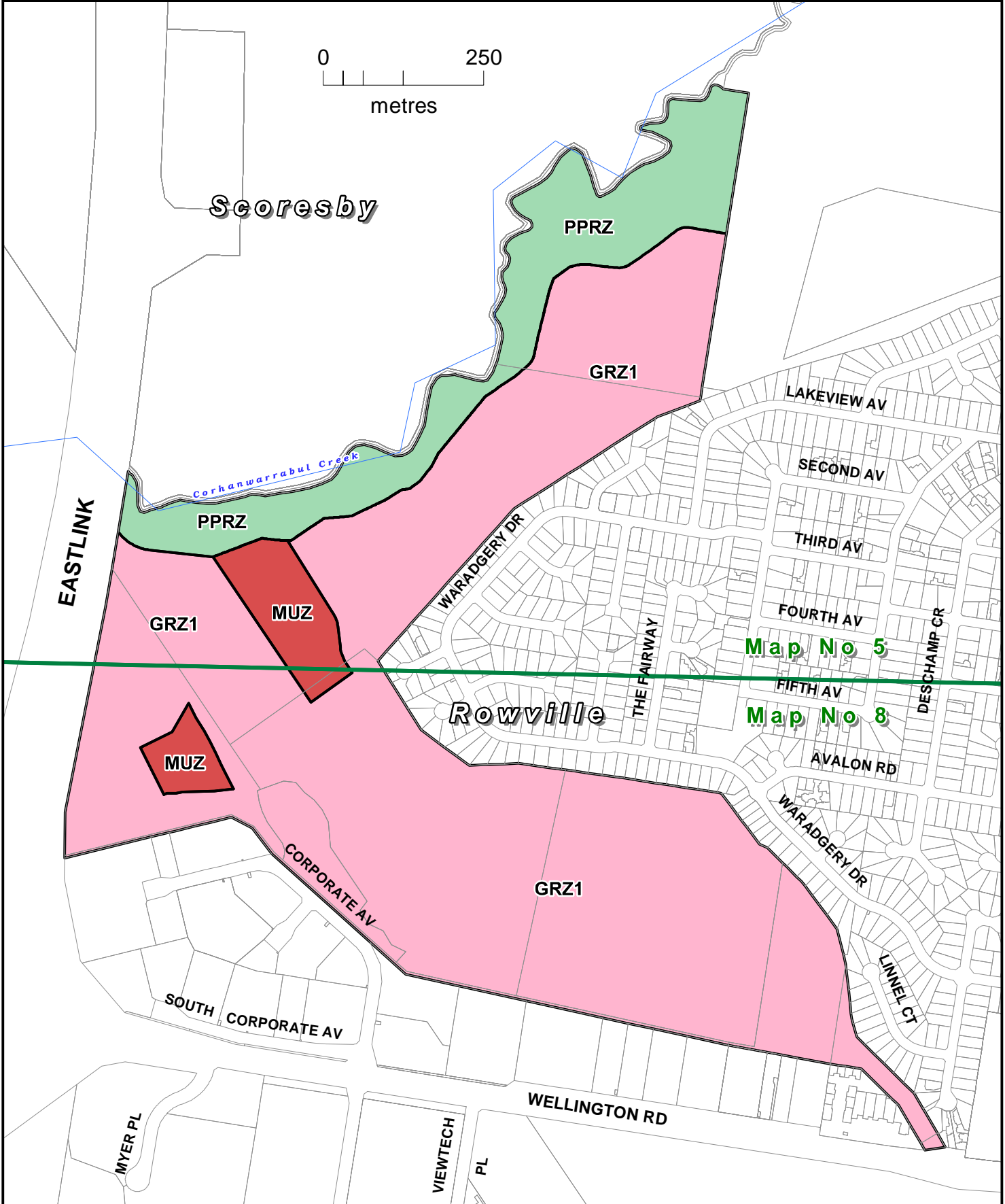
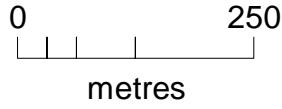
SCHEDULE TO CLAUSE 61.03 WHAT DOES THIS SCHEME CONSIST OF?

1.0 Maps comprising part of this scheme:

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Zoning and overlay maps:

- 1, 1DPO, 1EAO, 1ESO2, 1HO, 1LSIO, 1PAO, 1SBO, 1VPO1, 1VPO2, 1VPO4
- 2, 2DDO, 2DPO, 2ESO2, 2HO, 2LSIO, 2PAO, 2SBO, 2VPO1, 2VPO2, 2VPO3, 2VPO4
- 3, 3DDO, 3EAO, 3ESO2, 3ESO3, 3HO, 3PAO, 3SBO, 3FO, 3RXO, 3SLO, 3VPO1, 3VPO2, 3VPO3, 3BMO, 3VPO4
- 4, 4DDO, 4ESO2, 4ESO3, 4FO, 4RXO, 4SLO, 4BMO
- 5, 5DDO, 5DPO, 5EAO, 5ESO2, 5HO, 5LSIO, 5PAO, 5SBO, 5VPO1, 5VPO2, 5VPO4
- 6, 6DDO, 6DPO, 6EAO, 6ESO2, 6HO, 6LSIO, 6SBO, 6SLO, 6VPO1, 6VPO2, 6VPO3, 6VPO4
- 7, 7DDO, 7DPO, 7EAO, 7ESO2, 7ESO3, 7HO, 7LSIO, 7PAO, 7SBO, 7FO, 7RO, 7RXO, 7SLO, 7VPO1, 7VPO2, 7VPO3, 7BMO, 7VPO4
- 8, 8DPO, 8ESO2, 8HO, 8LSIO, 8VPO1, 8VPO3, 8VPO4
- 9, 9DDO, 9DPO, 9EAO, 9ESO, 9ESO2, 9HO, 9LSIO, 9PAO, 9SBO, 9SLO, 9VPO1, 9VPO2, 9VPO4, 9BMO
- 10, 10DDO, 10DPO, 10ESO2, 10HO, 10PAO, 10SLO, 10VPO4, 10BMO



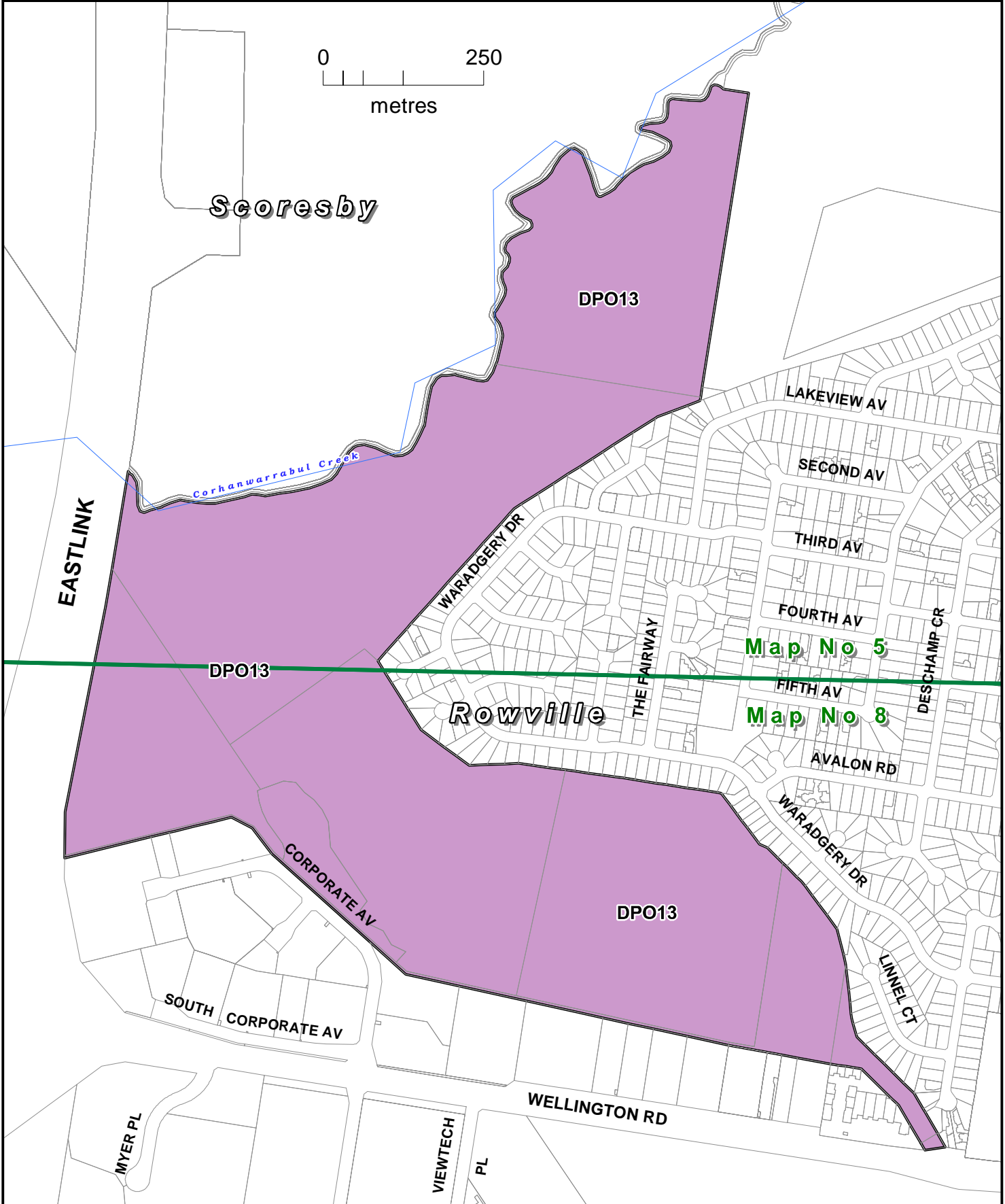
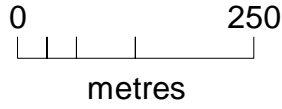
LEGEND

- MUZ MIXED USE ZONE
- GRZ1 GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- PPRZ PUBLIC PARK AND RECREATION ZONE

part of Planning Scheme Maps 5 & 8

AMENDMENT C142





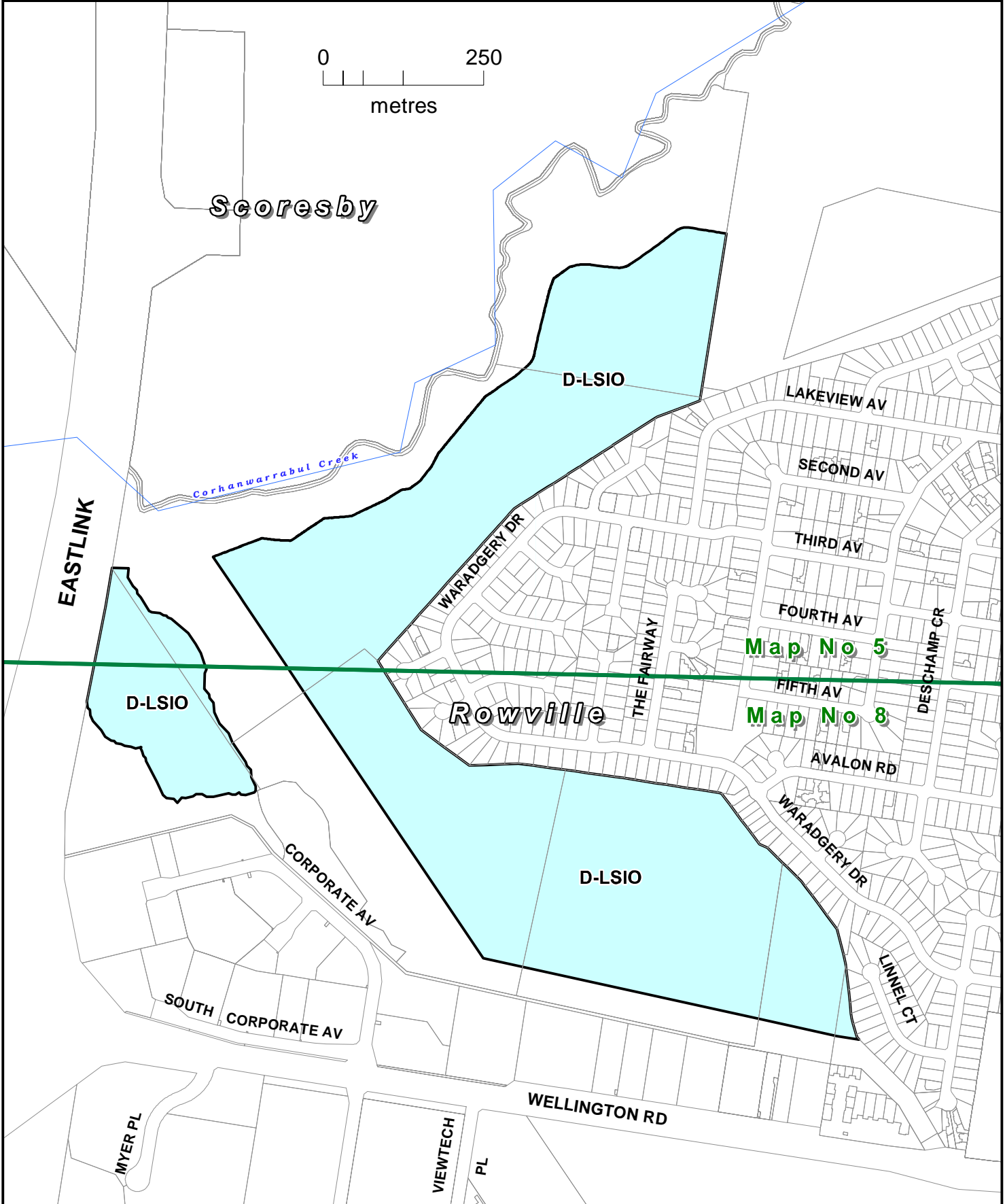
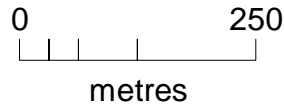
LEGEND

DPO13 DEVELOPMENT PLAN OVERLAY - SCHEDULE 13

Part of Planning Scheme Maps 5DPO & 8DPO

AMENDMENT C142





LEGEND

Part of Planning Scheme Maps 5LSIO & 8LSIO

D-LSIO AREA TO BE DELETED FROM A LAND SUBJECT TO INUNDATION OVERLAY

AMENDMENT C142

