The Director/General

NSW Department of Planning & Environment

GPO Box 39

SYDNEY NSW 2001

Att: Michelle Niles

Dear Madam,

RE: MP 07_0027 MOD1

MODIFICATION TO SHELL COVE BOAT HARBOUR CONCEPT PLAN

In response to the recent modified concept plans released by Frasers, I as a concerned resident at 16 Lord Howe Avenue Shell Cove hereby object to the amendments including the increase in apartment building heights, increased number of apartments and increased density of remaining housing lots.

This is based upon the following major concerns and issues:-

1. **Dramatic visual impact of a coastal village/town** will be overshadowed with absurd tall buildings blocking multiple views across the Shell Cove, Flinders, Shellharbour village and Blackbutt areas and it is not blending in with the landscape hillside. It takes away the amphitheatre estate as promised and committed to pre-existing residents of Shell Cove. It will take the view of many residents as well as public viewing areas across the area.

2. **Local infrastructure will not cope**. There is no major public hospital in nearby surroundings. Paediatric ward for emergencies is based at Wollongong and not Shellharbour Hospital.

   Local medical centres already at capacity and long waiting periods for appointments.

3. **Local schools are already at capacity** and where will additional children of these families go with no plan for additional primary schools and NO local high school being allocated for. Shell Cove Public School already at capacity with 9 demountables on site.

   Local day centres that my children attend have extensive waiting lists as do surrounding day care centres. No studies have been performed by Frasers evaluating this.

4. **Increased traffic congestion** particularly due to lack of planning of new road in and out and bottle neck that would be created at the intersections of Shellharbour Road, Wattle Road, Addison Street and the Harbour Boulevarde and no provision to cope with this with additional number of apartments and hotel rooms.

   Data used in the report are statistics from 2011 and not 2016 when most recent census has been released.

Also no studies done on impact of traffic at Shellharbour Road, Cove Boulevarde and Cove Boulevarde itself which will be one of the main access points from the Motorway to the Marina.

4. **Inadequate parking facilities** for local residents, locals within Shellharbour region to visit as well as interstate and overseas visitors for the number of increased in residents and visitors.

5. **Increase in overshadowing due to increase in building heights** (onflow effect is it hinders proactive approach to eco-friendly suburb where natural light flow will be limited to buildings themselves and residential homes surrounding hence cause increase usage of electricity and have diverse impact on the environment with increased usage of electricity.

6. **Decreased access** to the boat harbour precinct and within the precinct due to increase of apartments, hotels room and extra traffic congestion

7. **Increase in visitors and impact on the environment** has not been considered in the amendments. No updated EIS has been prepared with the development changes.

8. **No updated/current EIS provided** with recent modifications.

10. **Removal of 2011 commitment** for encouraging both conservation and enjoyment of natural resources and coastal environment

11. **Detrimental impact on the look and appeal of Shell Cove**, not keeping in with broader Shellharbour region area and unfair to change building rules after most residents bought with promise to the planned development from 2011 and not these proposed changes.

12. **Withholding of information by councillors and General Manager**, Carey McIntyre, General Manager for Shellharbour Council.

    Information has been withheld or no response by fellow councillors and council. My wife requested on 8th October 2017 from Carey McIntyre copies of Feasibility Studies required under the Management Agreement between Frasers and Shellharbour Council for the Shell Cove Marina development.

    Carey McIntyre has not provided this information nor responded and hence has impacted on a proper evaluation of my submission.

    Such studies have not been made available on their website for every 3 years as required under the agreement.

    Refer to extract from Management Agreement 2012 Variation Deed Page below

becomes the Feasibility Study for the purposes of this Agreement.

19.10 Unless the Committee determines otherwise, each revised feasibility study must be prepared within 2 Months after:

19.10.1 1 July in the years 2000, 2003, 2006, 2009, 2011, 2014 and 2017;

19.10.2 1 July in each subsequent year occurring at 3 year intervals after 2017 during the Term;

19.10.3 any date Australand notifies the Committee in writing that based on independent consultant advice received by Australand and provided to the Committee any of the subject matter, data, assumptions, estimates or forecasts in the Feasibility Study are not valid, feasible or accurate, or have changed, in a material respect; and

19.10.4 any other date determined by the Committee.

20. PROGRESS REPORTS

20.1 Within 7 days, or such other time period that the Committee decides, following the end of each Month, Australand must deliver to the Committee:

20.1.1 a progress report:

20.1.1.1 outlining the work performed in connection with the Project during that Month;

20.1.1.2 summarising all income received and costs incurred or accrued during that Month;

20.1.1.3 comparing that work and that income and those costs with estimates made in the current Annual Program; and

20.1.1.4 outlining the further work to be performed in completing the current Annual Program.

13. **<u>Further information withheld by Council</u>** also in relation to Minutes of Meeting by Shell Cove Advisory Committee to manage to the Shell Cove Marina

    Per Probity and Management Agreements such information is meant to be prepared. There is no evidence of such and have been advised by the Councillor, Marianne Saliba there is no requirement for separate minutes.

    This was requested by my wife on the 1st October 2017 and information was not provided but declined as not available ie it's a working group Shell Cove Advisory Group. This is not compliant with the agreement refer below extract

Emma Grima

From: Marianne Saliba <Marianne.Saliba@shellharbour.nsw.gov.au>
Sent: Monday, 2 October 2017 10:50 AM
To: Emma Grima; Kellie Marsh
Cc: Peter Moran; John Murray
Subject: Re: Modified Concept Plans - NSW Dept of Planning Shell Cove Marina

Hi Emma

I am sure the General Manager will make any documents that are not affected by confidentiality, public. As for minutes of the Shell Cove Advisory Committee, I am unsure whether there are, in fact, minutes as it is an advisory group. Most of our working groups do not have minutes. Only recommendations to council are recorded and any recommendations considered by council are recorded and made public on our website.

Regards

Councillor Marianne Saliba
Shellharbour City Council

12. Audit Trail & Record Keeping

12.1 All *parties* must keep full and accurate records of their activities in relation to the *project* and must establish and maintain a clear paper and audit trail so as to justify any decision or action taken.

12.2 All meetings, correspondence, meeting agendas, minutes of meetings, *authorisations* and all other documents relating to the *project* must:

12.3 remain open to the public where required by any law including but not limited to:

12.3.1 the *Local Government Act 1993* (NSW);

12.3.2 the *Government Information (Public Access) Act 2009* (NSW); and

12.3.3 the *Environmental Planning and Assessment Act 1979* (NSW); and

12.4 be filed and securely stored in accordance with all *laws* including but not limited to the *State Records Act 1998* (NSW).

12.5 Consistent with clause 11 of this *probity plan*, all documents relevant to the roles contained in clauses 11.1.1 to 11.1.5 inclusive must be stored in separate locations.

13. Confidentiality

13.1 All *parties* must not disclose *Council's confidential information* to any other person during the course of the *project*.

13.2 Where a *party* is not otherwise under a confidentiality obligation to *Council*, that *party* must sign a *confidentiality deed*.

13.3 Signed copies of the *confidentiality deed* must be provided to the *General Manager*.

13.4 All *parties* have an ongoing obligation to report any breach of this clause 13 to the *General Manager* immediately.

13.5 Upon notification of a breach of this clause 13 the *General Manager* may seek advice from the *probity advisor* as to how such a breach should be managed.

Refer below extract from the agreement which dictates when Shell Cove Advisory Committee is meant to meet.

The Council website dictates “when required”. This is Contradictory and non-compliant with below.

Also one current councillor, Peter Moran who is also a member of the advisory committee but has never been invited to the meetings. This is non-compliant with below as well.

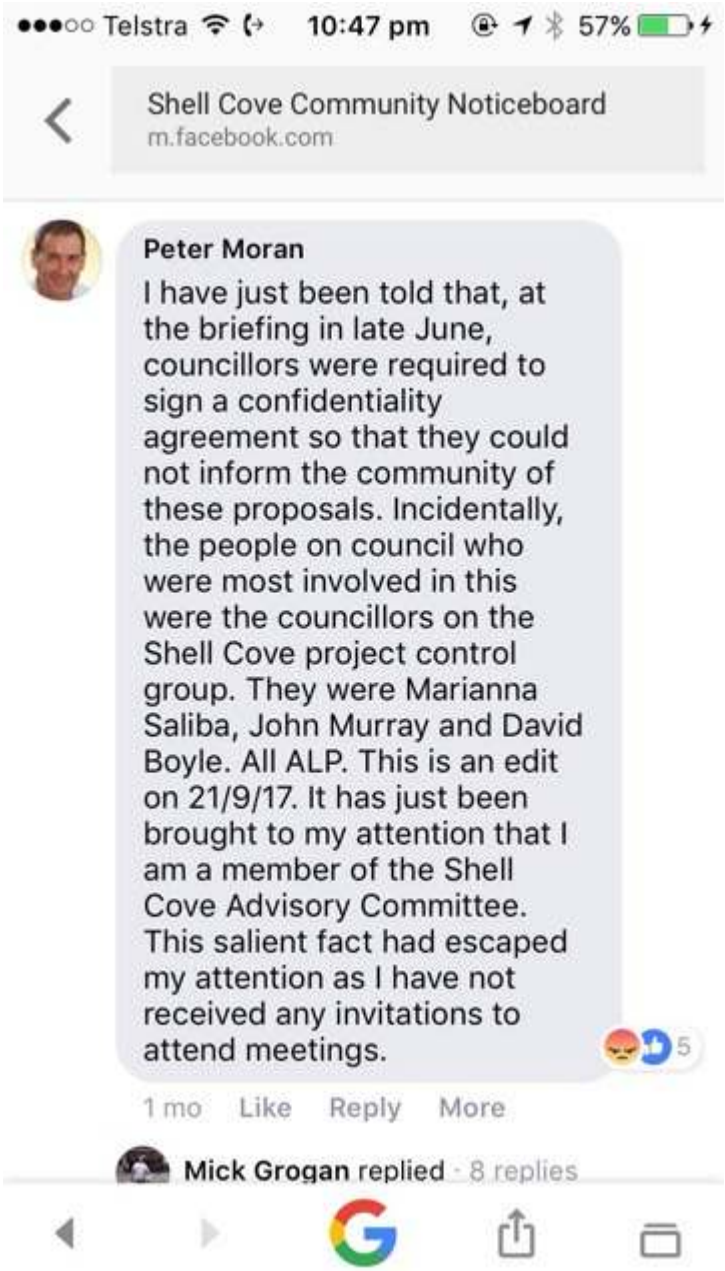
5. Responsibilities of the *Committee* (Information only)

5.1 The *committee's* responsibilities include:

5.1.1 conducting a meeting on the 2nd Thursday of every *month* or as required by the *management agreement*;

5.1.2 the *chairman* must keep a written record of the decisions made at each meeting and must furnish a copy of each record to *Council* and *Australand* within 14 days following the meeting;

5.1.3 adopting or modifying each *annual program* as prepared and submitted by *Australand*;



14. **<u>Further information withheld by GM Carey Mcintyre</u>** requesting for evidence to support when the modifications from 6 storey hotel to 8-9 storeys was approved. I cannot find anything on the Dept of Planning NSW website to verify this. Carey McIntyre has ignored and not responded to my emails but I have record and proof he received in his mail box ie read receipt.

15. <u>Current Proposed Hotel in fact is not designed for a Hotel</u>

The "Hotel Building" is in fact a residential development which will, for a relatively short term, incorporate an apartment hotel, possibly a Quest. Quest's business model is to develop a site, operate it for 5 or so years, sell to investors many of which are informed that "some day" at the

end of the lease period, they can occupy or sell at residential value. The point is, at any time after the compulsory lease period (10-20 years), the "hotel" can resort to owner occupier and will have a much greater sale value.

Because the "hotel" will have residential apartments on top will make the building of said hotel viable. Without the residential component, the build will be less attractive because the "hotel" component apartments will be valued for sale only between $500-$800k.

The case against the height increase in the hotel is, in my view, that this is not an 11 storey hotel. It is an 11 storey residential apartment block which will be the precedent for future high rise. It should have been built at Shellharbour City if it was going to be built at all.

Conclusion

With respect to all reasons stated above, the proposed modifications should not be approved.

Kind Regards

Charles Grima

On behalf of my children

Scarlett Grima 14/2/2012

Henry Grima 19/12/2013

0417 501 778

16 Lord Howe Avenue Shell Cove