

## **EXPLANATORY NOTE TO VOLUNTARY PLANNING AGREEMENT**

### **DA 407-2017 AT 24 BERNERA ROAD, PRESTONS (LOT 1 in DP 1121504)**

#### **Planning Agreement**

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a draft voluntary Planning Agreement (**the Planning Agreement**) under Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW) (**the Act**).

This Explanatory Note has been prepared jointly between the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000* (**the Regulations**).

This Explanatory Note is not to be used to assist in construing the Planning Agreement.

#### **Parties**

The parties to the Planning Agreement are Apex Investments Group Pty Ltd (ACN 096 481 873) (**the Developer**) and Liverpool City Council (**the Council**).

#### **Description of the Land to which the Planning Agreement applies**

The Planning Agreement applies to the land contained in Lot 1 in DP 1121504, known as 24 Bernera Road, Prestons (**the Land**).

#### **Description of the Development to which the Planning Agreement applies**

The development to which the Planning Agreement applies includes the development of the Land as permitted under Development Consent no DA-407-2017 (**Development Consent**) and as modified by Modification Application no DA-407-2017 (**Modification Application**) for the construction of an industrial building consisting of 2 warehouses with associated offices(**Development**).

#### **Summary of Contributions, Objectives, Nature and Effect of the proposed Planning Agreement**

The Development Consent requires the provision of public works by the Developer to provide localised road widening at the north-west corner of Bernera Road/Yarrunga Street/Yato Road intersection located 70m from the site to meet the needs of the Development (**the Intersection Upgrade Works**).

The Modification Application proposes modification of the public works contribution condition above to provide a monetary contribution in lieu of undertaking the Intersection Upgrade Works.

The **objective** of the proposed Planning Agreement is to therefore require the Developer to pay a monetary contribution in the amount of \$84,129.00 in lieu of undertaking any of the Intersection Upgrade Works (**Monetary Contribution**), so as to ensure that the Developer contributes to the provision of transport infrastructure to meet the needs of the Development and that existing communities do not bear those costs.

The **nature** of the Planning Agreement is a contractual relationship between the Council and the Developer for the provision of the Monetary Contribution to support the Development.

The **effect** of the Planning Agreement is that the Developer will contribute the Monetary Contribution in the manner provided for by the Planning Agreement

**Whether Planning Agreement specifies that certain requirements must be complied with before issuing of a construction certificate, occupation certificate or subdivision certificate**

Payment of the Monetary Contribution must be made by the Developer to Council prior to the issue of any occupation certificate by Council in respect of the Development.

### **Assessment of the Merits of the proposed Planning Agreement and Impact on the Public**

The Planning Agreement will provide certainty for the Developer and the Council as to the amount to be paid by way of contribution for infrastructure (being the Monetary Contribution), and will eventually directly contribute towards an improved safety and performance outcome at the intersection, once Council has obtained sufficient contributions to fund the intersection upgrade works.

### **Identification of how the proposed Planning Agreement promotes the public interest**

The Planning Agreement supports the delivery of infrastructure required to meet traffic concerns, resulting in significant public benefit. Provision of the Monetary Contribution avoids unnecessary delays in the delivery of the built form Development and eventual use of the site as envisaged by the Development Consent, therefore achieving the objects of the Act by promoting the orderly and economic use and development of the Land.

### **How the Planning Agreement promotes the Guiding Principles for Councils**

The Planning Agreement promotes a number of the Guiding Principles for Councils under section 8A of the *Local Government Act 1993* (NSW), as follows:

- (1) This Explanatory Note is prepared for the purposes of keeping the local community and the State government (and through it, the wider community) informed about its activities and to ensure that its decision-making is transparent.
- (2) To manage lands and other assets so that current and future local community needs can be met in an affordable way which provides the best possible value for residents and ratepayers.
- (3) To act fairly, ethically and without bias in the interests of the local community
- (4) To provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively.
- (5) To recognise diverse local community needs and interests.
- (6) To have regard to the long term and cumulative effects of its decisions on future generations.
- (7) To bear in mind that it is the custodian and trustee of public assets and to effectively plan for, account for and manage the assets for which it is responsible.
- (8) To engage in long-term strategic planning on behalf of the local community.
- (9) To promote the public interest by committing the Developer to make contributions towards local infrastructure.

### **Identification of the planning purpose served by the proposed Planning Agreement and whether the proposed Planning Agreement provides for a reasonable means of achieving that purpose**

The Planning Agreement satisfies the objective of making provision for transport and other infrastructure to meet certain demands created by the Development and to ensure that existing communities do not bear those costs. The Planning Agreement provides a reasonable means of

achieving and securing outcomes envisaged by Liverpool Local Environmental Plan 2008 and Liverpool Development Control Plan by identifying the works, method of payment and timing to ensure the public benefits secured by the Planning Agreement meet traffic concerns.

**Identification of whether the agreement conforms with the Council's capital works program**

The works and contributions as designated under the Voluntary Planning Agreement align with Council's scheduled program of works in the area.