

Planning Agreement Explanatory Note

14 Yarrunga Road, Prestons NSW 2170

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1 Introduction

This Explanatory Note has been prepared in accordance with clause 25E of the *Environmental Planning & Assessment Regulation 2000* (NSW).

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a draft planning agreement (**Planning Agreement**) proposed to be entered into between the parties under section 7.4 of the *Environmental Planning & Assessment Act 1979* (NSW) (**EPA Act**).

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

2 Parties to the Planning Agreement

The parties to the Planning Agreement are:

- (1) Liverpool City Council (ABN 84 181 182 471) (**Council**).
- (2) Gunlake Concrete Pty Limited (ABN 36 162 907 575) (**Developer**).

3 Description of the Land

The land to which the Planning Agreement applies is set out in the table below.

Folio Identifier	Location
10/28729	14 Yarrunga Road, Prestons NSW 2170

4 Description of the Development to which the Planning Agreement applies

The development to which the Planning Agreement applies is the development of the Land as permitted under development consent DA-527/2017 (as modified in accordance with Modification Application No DA-527/2017/A granted by Council for the construction and operation of a concrete batching plant and materials blending plant on the Land.

5 Summary of contribution, objects, nature and effect of the Planning Agreement

The Planning Agreement requires the Developer to pay a monetary contribution to Council in the amount of \$85,000.00 prior to the issue of any Occupation Certificate in respect of the Development on the Land.

The **objective** of the Planning Agreement is to therefore require the Developer to pay the monetary contribution, so as to ensure that the Developer contributes to the provision of local improvements within the community 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.

The **effect** of the Planning Agreement is that the Developer will make the monetary contribution to Council to allow Council to upgrade local traffic infrastructure in the vicinity of the Development to assist in meeting the additional needs generated by the Development.

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

The monetary contribution is to be paid to Council prior to the issuing of any Occupation Certificate in respect of the Development to be carried out on the Land.

7 Assessment of the merits of the Planning Agreement

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.

8 The planning purposes served by the Planning Agreement

In accordance with the EPA Act, the Planning Agreement promotes the following public purposes:

- (1) The recoupment of the cost of providing transport or other infrastructure relating to land;
- (2) The funding of recurrent expenditure relating to the provision of public amenities or public services, affordable housing or transport or other infrastructure; and
- (3) The monitoring of the planning impacts of development.

9 How the Planning Agreement promotes the public interest

In accordance with the objects of the EPA Act, the Planning Agreement promotes the public interest in the following manner:

- (1) The provision of the monetary contribution results in significant public benefit through the monetary contribution being used for the public purpose of providing local traffic infrastructure resulting in significant public benefit and therefore achieving the objects of the Act by promoting the orderly and economic use and development of the Land..
- (2) The Planning Agreement will not preclude the public being provided with the opportunity for involvement and participation in development assessment. The public have been provided the opportunity to be involved with the development assessment and are invited to make comment on the Planning Agreement, particularly with regard to the public interest.

10 How the Planning Agreement promotes the Guiding Principles for Councils

The Planning Agreement promotes a number of the Guiding Principles for Council 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.

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- (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 recognise diverse local community needs and interests.
 - (5) To have regard to the long term and cumulative effects of its decisions on future generations.
 - (6) To promote the public interest by committing the Developer to make contributions towards transport or other infrastructure relating to land.

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

The Planning Agreement satisfies the objective of providing local traffic infrastructure improvements and to ensure that existing communities do not bear those costs.

The Planning Agreement provides a reasonable means of achieving that purpose by identifying the monetary contribution and the timing of completion of the monetary contribution.

12 Identification of whether the Planning Agreement conforms with the Council's capital works program (if any)

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