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**Planning Agreement**

**Explanatory Note**

**82 Middle Arm Road, Goulburn NSW 2580**

**Lot 1 in DP1290193**

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Prepared by Goulburn Mulwaree Council

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**1. Introduction**

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This Explanatory Note has been prepared by Goulburn Mulwaree Council in accordance with clause 205 of the *Environmental Planning & Assessment Regulation 2021*(NSW) (**the Regs**).

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a draft planning agreement (**Planning Agreement**) between the parties under s7.4 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**

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The parties to the Planning Agreement are:

- (1) Goulburn Mulwaree Council (ABN 84 049 849 319) (**Council**).
- (2) Goulburn Corp Pty Ltd (ACN 692 087 924) (**Developer**).

**3 Description of the Subject Land**

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The land to which the Planning Agreement relates, and to which the Planning Agreement will be registered, is set out in the table below (**Land**).

| Folio Identifier   | Location                              |
|--------------------|---------------------------------------|
| Lot 1 in DP1290193 | 82 Middle Arm Road, Goulburn NSW 2580 |

**4 Summary of objects, nature and effect of the Planning Agreement**

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The **objective** of the Planning Agreement is to satisfy the Deferred Commencement condition in the development consent issued under the EPA Act with respect to DA/0116/2223 as set out in the Notice of Determination dated 8 March 2024 (**Development**). The Planning Agreement will provide development contributions to the public consisting of public works, the payment of monetary contributions, and the dedication of land to Council for drainage reserve as outlined in the plans attached at **Schedules 8 and 9** of the Planning Agreement. The **intent** of the Planning Agreement is to facilitate the provision of the various development contributions

provided by the Developer as described in the table below, which are to be delivered as per the timings indicated (**Contributions**).

| <b>Contribution</b>                                                                                                                    | <b>Specifications</b>                                                                                                                                             | <b>Contribution Credit/Value</b>                                        | <b>Timing</b>                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Land Dedication</b>                                                                                                                 |                                                                                                                                                                   |                                                                         |                                                                                                            |
| Dedication of land 502 m <sup>2</sup> as shown on the Designated Land Plan <b>Schedule 8.</b>                                          | Dedication of land for the purposes of widening Middle Arm Road.                                                                                                  | \$13,252.80<br>(credit against s.7.11 contributions)<br>Public benefit. | Land to be dedicated to Council upon registration of the Subdivision Certificate that creates a Final Lot. |
| Dedication of land for drainage reserve Basin 1, LOT 47 of 1,516m <sup>2</sup> as shown on the Designated Land Plan <b>Schedule 8.</b> | Dedication of land for the purposes of ongoing stormwater infrastructure management and reserve.<br><br>Land is dedicated free of charge to the Council.          | \$0.00<br>Developer works at no cost to Council.                        | Land to be dedicated to Council upon registration of the Subdivision Certificate that creates a Final Lot. |
| Dedication of land for drainage reserve Basin 2, LOT 48 of 1,643m <sup>2</sup> as shown on the Designated Land Plan <b>Schedule 8.</b> | Dedication of land for the purposes of ongoing stormwater infrastructure management and reserve.<br><br>Land is dedicated free of charge to the Council.          | \$0.00<br>Developer works at no cost to Council.                        | Land to be dedicated to Council upon registration of the Subdivision Certificate that creates a Final Lot. |
| Dedication of land for drainage reserve Basin 3, LOT 49 of 944.7m <sup>2</sup> as shown on the Designated Land Plan <b>Schedule 8.</b> | Dedication of land for the purposes of ongoing stormwater infrastructure management and reserve.<br><br>Land is dedicated free of charge to the Council.          | \$0.00<br>Developer works at no cost to Council.                        | Land to be dedicated to Council upon registration of the Subdivision Certificate that creates a Final Lot. |
| <b>Carrying out of Works</b>                                                                                                           |                                                                                                                                                                   |                                                                         |                                                                                                            |
| Construction of the drainage reserve and Basin 1 to LOT 47 as shown on the plans attached at <b>Schedule 9.</b>                        | The construction of the drainage reserve and Basin in accordance with the Development Consent, the referenced plans, Water NSW requirements the Subdivision Works | \$0.00<br>Developer works at no cost to Council.                        | Prior to the issue of the first Subdivision Certificate that will create a Final Lot.                      |

| Contribution                                                                                                    | Specifications                                                                                                                                                                                                                                            | Contribution Credit/Value                        | Timing                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                 | Certificate and the terms of this Agreement.                                                                                                                                                                                                              |                                                  |                                                                                                                                       |
| Construction of the drainage reserve and Basin 2 to LOT 48 as shown on the plans attached at <b>Schedule 9.</b> | The construction of the drainage reserve and Bioretention Basin 2 to the Interim Basin State in accordance with the Development Consent, the referenced plans, Water NSW requirements, the Subdivision Works Certificate and the terms of this Agreement. | \$0.00<br>Developer works at no cost to Council. | Prior to the issue of the first Subdivision Certificate that will create a Final Lot.                                                 |
| Construction of the drainage reserve and Basin 3 to LOT 49 as shown on the plans attached at <b>Schedule 9.</b> | The construction of the drainage reserve and Bioretention Basin 3 to the Interim Basin State in accordance with the Development Consent, the referenced plans, Water NSW requirements, the Subdivision Works Certificate and the terms of this Agreement  | \$0.00<br>Developer works at no cost to Council. | Prior to the issue of the first Subdivision Certificate that will create a Final Lot.                                                 |
| Stormwater Management works Basin 2 to LOT 48 as shown on the plan attached at <b>Schedule 9.</b>               | The construction of the Bioretention Basin to the Final Basin State in accordance with the Development Consent, the referenced plans, Water NSW requirements and the Subdivision Works Certificate and the terms of this Agreement.                       | \$0.00<br>Developer works at no cost to Council. | By no later than three (3) months of the fourth-year anniversary from the issue of a Subdivision Certificate that create a Final Lot. |
| Stormwater Management works Basin 3 to LOT 49 as shown on the plan attached at <b>Schedule 9.</b>               | The construction of the Bioretention Basin to the Final Basin State in accordance with the Development Consent, the referenced plans, Water NSW requirements                                                                                              | \$0.00<br>Developer works at no cost to Council. | By no later than three (3) months of the fourth-year anniversary from the issue of a Subdivision Certificate that create a Final Lot. |

| Contribution                                                                        | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Contribution Credit/Value                                                   | Timing                                                                                   |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
|                                                                                     | and the Subdivision Works Certificate and the terms of this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                             |                                                                                          |
| Elliot Road Junction extension as shown on the plan attached at <b>Schedule 9</b> . | The construction of Elliot Junction from the seal in Kidd circuit to the proposed subdivision boundary in the form of a one-way sealed road in accordance with the Council engineering standards, 1.2m footpaths on either side, landscaping (grass and four street trees) and retaining walls to road reserve boundary, all adjustment to services, street lighting, signposts etc to form a public road. As shown on the attached plans and the terms of this Agreement. | 25% Developer works.<br><br>75% credit offset against s.7.11 contributions. | Prior to the issuance of the first Subdivision Certificate that will create a Final Lot. |
| Revegetation of Riparian Corridor LOT 47 to enhance water quality.                  | In accordance with the Development Consent, the referenced plans, Water NSW requirements and the Subdivision Works Certificate and the terms of this Agreement.                                                                                                                                                                                                                                                                                                            | \$32,060<br>At June 2021<br>(credit against s.64 Stormwater Contributions). | Prior to the issuance of the first Subdivision Certificate that will create a Final Lot. |
| Revegetation of Riparian Corridor LOT 48 to enhance water quality.                  | In accordance with the Development Consent, the referenced plans, Water NSW requirements and the Subdivision Works Certificate and the terms of this Agreement.                                                                                                                                                                                                                                                                                                            | \$9,200<br>At June 2021<br>(credit against s.64 Stormwater Contributions).  | Prior to the issuance of the first Subdivision Certificate that will create a Final Lot. |
| Provision of a shade structure to the off leash dog park within Riverside Park.     | Engineering design and specification.<br>4x Galvanised masts with powder coated finish if required.                                                                                                                                                                                                                                                                                                                                                                        | \$0.00<br>Developer works at no cost to Council.                            | Prior to the issuance of the first Subdivision Certificate that will create a Final Lot. |

| Contribution                                                                                                                              | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Contribution Credit/Value                        | Timing                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------------------------------------------------------------------|
|                                                                                                                                           | Hypar-twist Commercial web-edge sail (colour to be confirmed) (Approx 8.0m x 7.0m).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                  |                                                                                          |
| Provision of additional bench seat to the off leash dog park within Riverside Park.                                                       | Supply and install a bench type seat consistent with the existing Riverside Park furniture in a location that will receive shade during the peak UV/hot weather periods.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$0.00<br>Developer works at no cost to Council. | Prior to the issuance of the first Subdivision Certificate that will create a Final Lot. |
| Riparian corridor embellishment works in the form of tree plantings to Riverside Park as shown on the plan attached at <b>Schedule 9.</b> | <p>400 native tube stock, guards, stake and fertiliser to the riparian corridor sections of the park.</p> <p>129 native tube stock, guards, stakes, fertiliser to four raised (max 0.5m high mound), and prepared beds of irregular size topped with mulch minimum 150mm in depth and Lomandra tubestock to perimeter.</p> <p>Watering in for the first two months once per week.</p> <p>Planting to be undertaken during autumn to ensure maximum uptake.</p> <p>Maintain plantings in the form of one inspection per two months to remove weeds (from mound and those growing within guards), check/refix guards and stakes for the first year. Minimum six (6) visits.</p> <p>Tree species to be locally sourced and final</p> | \$0.00<br>Developer works at no cost to Council. | Prior to the issuance of the first Subdivision Certificate that will create a Final Lot. |

| Contribution                              | Specifications                                                                                                                                                           | Contribution Credit/Value                            | Timing                                                                                              |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
|                                           | locations to be confirmed with Council Ecologist.                                                                                                                        |                                                      |                                                                                                     |
| <b>Monetary Contributions</b>             |                                                                                                                                                                          |                                                      |                                                                                                     |
| Monetary Contribution<br>Basin 1, LOT47.  | Ongoing maintenance of drainage reserve and basin (30 years).                                                                                                            | \$68,796.03<br>At July 2023                          | To be paid prior to the issuance of the first Subdivision Certificate that will create a Final Lot. |
| Monetary Contribution<br>Basin 1, LOT 47. | Capitalisation and first renewal of the Stormwater Management Work (30 years).                                                                                           | \$78,304.22<br>At July 2023                          | To be paid prior to the issuance of the first Subdivision Certificate that will create a Final Lot. |
| Monetary Contribution<br>Basin 2, LOT 48. | Ongoing maintenance of drainage reserve and basin (30 years).                                                                                                            | \$78,158.98<br>At July 2023                          | To be paid prior to the issuance of the first Subdivision Certificate that will create a Final Lot. |
| Monetary Contribution<br>Basin 2, LOT 48. | Capitalisation and first renewal of the Stormwater Management Work (30 years).                                                                                           | \$154,687.92<br>At July 2023                         | To be paid prior to the issuance of the first Subdivision Certificate that will create a Final Lot. |
| Monetary Contribution<br>Basin 3, LOT 49. | Ongoing maintenance of drainage reserve and basin (30 years).                                                                                                            | \$75,488.92<br>At July 2023                          | To be paid prior to the issuance of the first Subdivision Certificate that will create a Final Lot. |
| Monetary Contribution<br>Basin 3, LOT 49. | Capitalisation and first renewal of the Stormwater Management Work (30 years).                                                                                           | \$105,456.46<br>At July 2023                         | To be paid prior to the issuance of the first Subdivision Certificate that will create a Final Lot. |
| <b>Maintenance Obligations</b>            |                                                                                                                                                                          |                                                      |                                                                                                     |
| Drainage Reserve<br>Lot 47.               | Mowing, weeding, replacement of dead or damaged flora and the removal of litter and other foreign debris.<br><br>Minimum service levels<br>Reserve: 12 visits per annum. | \$0.00<br><br>Developer works at no cost to Council. | Two (2) years from the issuance of the first Subdivision Certificate that will create a Final Lot.  |

| Contribution             | Specifications                                                                                                                                                                                      | Contribution Credit/Value                        | Timing                                                                                             |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|----------------------------------------------------------------------------------------------------|
|                          | Basin: 12 visits per annum.                                                                                                                                                                         |                                                  |                                                                                                    |
| Drainage Reserve Lot 48. | Mowing, weeding, replacement of dead or damaged flora and the removal of litter and other foreign debris.<br>Minimum service levels<br>Reserve: 14 visits per annum.<br>Basin: 12 visits per annum. | \$0.00<br>Developer works at no cost to Council. | Two (2) years from the issuance of the first Subdivision Certificate that will create a Final Lot. |
| Drainage Reserve Lot 49. | Mowing, weeding, replacement of dead or damaged flora and the removal of litter and other foreign debris.<br>Minimum service levels<br>Reserve: 14 visits per annum.<br>Basin: 12 visits per annum. | \$0.00<br>Developer works at no cost to Council. | Two (2) years from the issuance of the first Subdivision Certificate that will create a Final Lot. |

As security for the Developer's obligations to pay the Contributions, the Planning Agreement will be registered on the title of the Land and the Developer will provide Council with bank guarantees to ensure the completion of the Basins to their Final Basin State.

Additionally, the Developer will provide financial security for the deferred works of converting the bioretention basin to the Final Basin State and for the public benefits to be provided to Riverside Park.

The **nature** of the Planning Agreement is a contractual relationship between the Council and the Developer for providing the Contributions.

The **effect** of the Planning Agreement is that the Developer will provide the Contributions in the manner and timing provided for by the Planning Agreement (as applicable).

## 5 Assessment of the merits of the Planning Agreement

### 5.1 The planning purposes served by the Planning Agreement

In accordance with section 7.4 of the EPA Act, the Planning Agreement promotes the following public purpose:

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- (1) Provision of infrastructure to accommodate and meet the demands of future developments and to mitigate the potential impacts of the Development on existing infrastructure;
  - (2) Enables the subject land to be developed in a timely and efficient manner to promote economic development and employment opportunities;
  - (3) Provides for the dedication of land for drainage reserve;
  - (4) Provides for the construction of bioretention basins including water quality devices to enhance the natural environment; and
  - (5) Provides for the enhancements of the riparian corridor to Riverside Park which will contribute to improved water quality outcomes.

## **5.2 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) By providing certainty as to provision of the Contributions;
- (2) Promotes the good design and proper maintenance of the built environment management, development and conservation of land;
- (3) Promotes the supply of future housing;
- (4) Promotes the orderly and economic use and development of land; and
- (5) The Planning Agreement will provide an opportunity for involvement and participation by members of the community in the planning process. Community members are invited to make comment on the draft Planning Agreement.

## **5.3 The impact of the Planning Agreement**

The overall impacts of the Planning Agreement are positive as it will:

- (1) Enable the land to be developed, therefore, increasing the availability of suitable residential zoned land in Goulburn for future housing needs; and
- (2) Enhance the natural environment through the construction and long-term maintenance of the water quality devices.

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#### **5.4 How the Planning Agreement promotes Council's guiding principles**

The Planning Agreement promotes Council's guiding principles under section 8A of the *Local Government Act 1993* (NSW) in particular-

- Section 8A(b) to carry out functions in a way that provides the best possible value for residents and ratepayers; and
- Section 8A(c) to enable Councils to manage lands and other assets so that current and future local community needs can be met in an affordable way.

#### **6 Identification of whether the Planning Agreement conforms with the Council's capital works program**

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The works are not dissimilar to Council's capital works program, therefore, the Planning Agreement conforms with Council's capital works program.

#### **7 Requirements of the Planning Agreement**

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##### **7.1 The following requirements of the Agreement must be complied with before:**

- (1) **A Subdivision Works Certificate is issued:** The proposed works detailed within the Subdivision Works Certificate must be in accordance with the Terms of the Planning Agreement.
- (2) **A Subdivision Certificate is issued:** Completion of Developer's Works, dedication of designated land, payment of monetary contributions, and payment of the provision of security.

##### **7.2 The following requirements of the Agreement must be complied with after:**

- (1) **A Subdivision Certificate is issued:** Completion of the deferred Developer's Works, and maintenance of drainage reserves and basins.