
Planning Agreement

Explanatory Note

80 Chesterton Street, Goulburn NSW 2580

Lot 1003 in DP 1318063

Prepared by Goulburn Mulwaree Council

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1. Introduction

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

The parties to the Planning Agreement are:

- (1) Goulburn Mulwaree Council (ABN 84 049 849 319) (**Council**).
- (2) Goulburn Estates No 1 Pty Ltd (ACN 650 973 434) (**Developer**).

3 Description of the Subject Land

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 1003 in DP 1318063	80 Chesterton Street, Goulburn NSW 2580

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

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/0268/2223 as set out in the Notice of Determination dated 17 December 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 public recreation 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**).

Contribution	Specifications	Contribution Credit/Value	Timing
Land Dedication			
Dedication of land for public reserve LOT 222 2,403 m ² as shown on the Designated Land Plan at Schedule 8 .	Dedication of land for the purposes of public recreation.	\$0.00 Developer works at no cost to Council.	Land to be dedicated to Council upon registration of the Subdivision Certificate that creates a Final Lot in Stage 2A.
Carrying out of Works			
Construction of the public reserve at Lot 222 2,403 m ² as shown on the Plans at Schedule 9 .	The construction of the public reserve including all required embellishments in accordance with this Planning Agreement, the Development Consent, the referenced plans, and the Subdivision Works Certificate.	\$0.00 Developer works at no cost to Council.	Land to be dedicated to Council upon registration of the Subdivision Certificate that creates a Final Lot in Stage 2A.
Monetary Contributions			
Monetary Contribution LOT222	Ongoing maintenance (30 years) of public reserve.	Contribution of \$137,414.85 At 28 October 2024.	To be paid prior to the issuance of the first Subdivision Certificate that will create a Final Lot in Stage 2A.
Monetary Contribution LOT 222.	Capitalisation of the renewal of the Public reserve (30 years).	Contribution of \$88,034.94 At 28 October 2024.	To be paid prior to the issuance of the first Subdivision Certificate that will create a Final Lot in Stage 2A.
Maintenance Obligations			
Maintenance of the public reserve Lot 222 2,403 m ² and fronting road reserve	Maintenance of the public reserve, including mowing, weeding, replacement of dead or damaged flora and the removal of litter and other foreign debris	\$0.00 Developer works at no cost to Council.	Two (2) years from the issuance of the first Subdivision Certificate that will create a Final Lot in Stage 2A.

Contribution	Specifications	Contribution Credit/Value	Timing
	The Minimum Maintenance Service Level for the public reserve and fronting road reserve is 24 visits per annum. This obligation must also be carried out in accordance with the Maintenance Schedule.		

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 financial guarantees to ensure the completion of the public reserve.

Additionally, the Developer will provide financial security for the maintenance obligations required to be performed by the Developer.

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:

- (1) Provision of public infrastructure to accommodate and meet the demands of future occupants of the locality;
- (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 public recreation; and
- (4) Provides for the construction of the public reserve for the purpose of enhancing the public recreational facilities within the locality.

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;
- (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) Provide public recreational space to support the future housing needs of the residential area.

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

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

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. The Developer must provide financial security for the works to be undertaken.

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- (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 Developer maintenance obligations.