
Explanatory Note
Planning Agreement
12 Palmer Street, Guildford West

1 Introduction

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a draft voluntary Planning Agreement (**Planning Agreement**) under s7.4 of the *Environmental Planning and Assessment Act 1979* (NSW) (**Act**).

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

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) Cumberland City Council (ABN 22 798 563 329) (**Council**);
- (2) Universal Property Group Pty Ltd (ABN 98 078 297 748) (**Developer**);
- (3) UPG 13 Pty Ltd (ABN 51 603 449 627) (**Landowner**).

3 Description of the Land to which the Planning Agreement applies

The Planning Agreement applies to the land contained in Lot 12 in Deposited Plan 1175686, known as 12 Palmer Street, Guildford West, NSW 2161 (**Land**).

4 Description of the Development to which the Planning Agreement applies

The development to which the Planning Agreement applies is described in Development Application DA 52/2017 and as set out in the consent issued by the NSW Land and Environment Court in Proceedings No. 2017/126814 which includes:

- (1) the subdivision of the Land into six (6) lots (including roads); and
- (2) the subsequent construction on the Land of four (4) residential flat buildings over basement car parking comprising:
 - (a) one hundred and ninety two (192) residential units; and
 - (b) twenty three (23) townhouses; and
 - (c) associated road and landscaping works,

(collectively referred to as the **Development**).

5 Summary of Development Contributions, Objectives, Nature and Effect of the Planning Agreement

The Developer is required to provide the following contributions in accordance with the Planning Agreement:

Dedicated Land

The Developer is required to dedicate to Council free of any encumbrances:

- (1) the land described as Lot 4 and shaded in green in the Dedication Plan in **Annexure A**, known as 'Canal Park' (**Lot 4**);
- (2) the land described as Lot 5 and shaded in light blue in the Dedication Plan in **Annexure A**, known as 'Residential Pocket Park' (**Lot 5**); and
- (3) the land described as Lot 6, marked as "*New Road No.1 (15m wide)*", and shaded in dark red in the Dedication Plan in **Annexure A (Lot 6)**,

prior to the issue of a Subdivision Certificate for the Development.

Works

The Developer is required to carry out and complete the following works at a Contribution Value of \$1,793,506.98 prior to the issue of a Subdivision Certificate for the Development being:

- (1) Landscaping and embellishment works on Lot 4 in accordance with the Approved Landscape Plans at a Contribution Value of \$464,772.95 (including maintenance of those works for a period of twelve (12) months after they are completed), including:
 - (a) installation of boundary fencing consistent with pre-existing fencing treatment;
 - (b) installation of heavy duty 1.2 metre high minimum 'black' powder coat tubular steel fencing with emergency access gates;
 - (c) installation of two (2) 120 Lt Bayside waste bin enclosures;
 - (d) installation of one (1) surface mounted timber pergola;
 - (e) installation of one (1) electric barbeque unit;
 - (f) application of 1.2 metre radius wood chip mulch around new and existing trees;
 - (g) installation of one (1) drinking fountain;
 - (h) installation of a sign referencing the historical significance of site;
 - (i) salvage remnant plant and equipment on site and reconfigure as an interpretive feature;

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- (j) concrete landings and pathways;
 - (k) installation of play equipment; and
 - (l) preparation of Plan of Management to be adopted by Council.
- (2) Landscaping and embellishment works on Lot 5 in accordance with the Approved Landscape Plans at a Contribution Value of \$153,789.03 (including maintenance of those works for a period of twelve (12) months after they are completed), including:
- (a) installation of boundary fencing consistent with pre-existing fencing treatment;
 - (b) installation of heavy duty 1.2 metre high minimum 'black' powder coat tubular steel fencing with emergency access gates;
 - (c) installation of one (1) 120 Lt Bayside waste bin enclosures;
 - (d) installation of one (1) surface mounted timber pergola;
 - (e) installation of one (1) electric barbeque unit;
 - (f) installation of picnic table sets and park seats;
 - (g) application of 1.2 metre radius wood chip mulch around new and existing trees;
 - (h) installation of one (1) drinking fountain;
 - (i) concrete landings and pathways; and
 - (j) preparation of Plan of Management to be adopted by Council.
- (3) Construction of a road 15.1 metres wide on Lot 6 at a Contribution Value of \$1,174,945.00.

(Development Contributions).

The Developer is entitled to an offset in an amount of \$618,561.98 (being the aggregate of the Contribution Values for the embellishment works relating to Lot 4 and Lot 5 only)

As security for the Developer completing the Development Contributions, the Developer must provide to Council separate bank guarantees for the amount equivalent to:

- (1) one hundred and ten percent (110%) of the sum of the Contribution Values for all items of Work which are required to be completed; and
- (2) fifteen percent (15%) of the sum of those Contribution Values as security for defects in respect of the Works.

The **objective** of the Planning Agreement is to provide benefits for the wider community and to facilitate the delivery of the Development Contributions to community

infrastructure, amenities and resources in consideration of Council consenting to the Development.

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

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

6 Assessment of the Merits of the Planning Agreement and Impact on the Public

The Planning Agreement promotes:

- (1) the public interests; and
- (2) the Objects of the Act.

The Planning Agreement will provide certainty for the Developer and the Council as to provision of the Development Contributions and promote and co-ordinate the orderly and economic use and development of the Land to which the Planning Agreement applies.

7 Identification of how the Planning Agreement promotes the public interest

The Planning Agreement supports the public interest in the following ways:

- (1) By promoting the social and economic welfare of the community and a better environment by the proper management, development and conservation of the community's natural, historical and other resources.
- (2) By facilitating ecologically sustainable development by integrating relevant economic, environmental and social considerations in decision-making about environmental planning and assessment.
- (3) By providing increased opportunity for community participation in environmental planning and assessment.

8 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) Keeping the community informed about its activities and to ensure that it's decision-making is transparent.

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- (2) To plan strategically, using the integrated planning and reporting framework, for the provision of effective and efficient services and regulation to meet the diverse needs of the local community.
 - (3) To manage the Land and other assets so that current and local community needs (such as open space and public amenities) can be met in an affordable way.
 - (4) To act fairly, ethically and without bias in the interests of the local community
 - (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 engage in long-term strategic planning on behalf of the local community.

9 Identification of whether the Planning Agreement conforms with the Council's local infrastructure delivery plan

The Planning Agreement conforms with Council's local infrastructure delivery plans in meeting the development objectives for the establishment, ongoing management and development of park infrastructure on community land, which are consistent with the community expectations for local parklands.
