

Explanatory Note

Clause 25E of the *Environmental Planning and Assessment Regulation 2000* 1501-1503 Forest Road, Orange (*Development*)

Development Application No. 284/2012 seeks development consent for:

- site subdivision and development of 1501-1503 Forest Road, Orange, New South Wales; and
- the development of a new 120 room Aged Care Facility (**Development Application** and **Development** respectively).

Further details of the proposed Development are set out below.

The Development Application is lodged in respect of 1501-1503 Forest Road, Orange being Lot 142 in Deposited Plan 750401 (**Land**).

1. Introduction

This Explanatory Note has been prepared in accordance with the requirements of clause 25E of the *Environmental Planning and Assessment Regulation 2000 (NSW)* (**Regs**) to support the exhibition of the proposed planning agreement (**Planning Agreement**) between Ampland Pty Ltd (**Developer**) and Orange City Council (**Council**).

The Planning Agreement has been prepared pursuant to s93F of the *Environmental Planning and Assessment Act 1979 (NSW)* (**EP&A Act**).

2. The Development Application

On 23rd August 2012 the Development Application was lodged with the Council.

The Development Application seeks approval for the following:

- demolition of some the existing weatherboard dwelling and double metal garage. The cafe fronting Forest Road and the 5-bedroom brick and tile dwelling and associated outbuilding (situated on the southwest of the Development) are to be retained;
- construction of a residential aged care facility for up to 120 residents on the north eastern portion of the Land;
- car parking on-site for 56 vehicles, including 1 resident bus and 1 ambulance; and
- subdivision of the Land to provide for 4 development lots and 1 community property lot.

The Developer has offered to enter into the Planning Agreement with the Council to provide a monetary contribution towards the Council's costs of:

- (a) design and construction of traffic intersection works on Forest Road at the proposed point of entry to the Development, including all necessary road widening, junction lighting and traffic signals;
- (b) extending the Council's water supply infrastructure to the Development; and
- (c) extending the Council's sewerage infrastructure to service the Development.

3. The objectives, nature and effect of Planning Agreement

The objectives of this Planning Agreement are to:

- (a) secure a monetary contribution for design and construction of traffic intersection works to facilitate the on-going and safe operation of Forest Road and the local road network;
- (b) provide a timely and cost effective upgrade of the local road network in the vicinity of the Development;
- (c) provide appropriate and safe access for the community to the Development

- (d) provide an extension of the Council's water supply and sewerage infrastructure to the Development; and
- (e) facilitate payment of the Developer's contributions to the Council.

4. Assessment of the merits of the Planning Agreement including the impact (positive or negative) on the public or any relevant section of the public

The Planning Agreement will benefit the public and local community by improving the operation of Forest Road in the vicinity of the Development. The traffic intersection works to be constructed by the Council will also provide greater public safety for both vehicular and pedestrian users of Forest Road, in the region of the new Development, Orange Health Service, Bloomfield Hospital and the adjacent public open spaces.

The Planning Agreement will also facilitate the extension of water supply infrastructure in the vicinity of the Development and will ensure that town water supply is made available to residents of and visitors to the Development. The Planning Agreement will also ensure the availability of appropriate sewerage infrastructure to residents of and visitors to the Development.

5. Identification as to how the Planning Agreement promotes the public interest and one or more of the objects of the Act

The Planning Agreement promotes the objects of the EP&A Act, in particular object (ii), being the promotion of the orderly and economic use and development of the Land. The construction of the traffic intersection works, the water supply works and the sewerage works will ensure that essential services, such as water and sewer, can be provided to the Development and that safe and adequate road infrastructure is available to provide access, for pedestrians and vehicles, to the Development.

6. Identification as to how the Planning Agreement promotes the Council's Charter under section 8 of the Local Government Act 1993

The Planning Agreement promotes a number of elements of the Council's charter under section 8 of the *Local Government Act 1993* (NSW). In particular, it promotes Council's long-term strategic planning on behalf of the local community. As part of its strategic planning to facilitate desirable and sustainable urban and residential development, the Council has highlighted the need to augment and improve the Council's existing infrastructure. The Planning Agreement requires the Developer to contribute towards the Council's costs of augmenting and improving the Council's water supply and sewerage infrastructure and the provision of a new intersection and pedestrian crossing on Forest Road.

The Planning Agreement also promotes the Council's charter by providing a monetary contribution towards works for the following purposes:

- (a) to provide adequate, equitable and appropriate services for the community;
- (b) to ensure that Forest Road and the connecting local road network are managed efficiently and effectively;
- (c) to properly manage, develop and enhance the environment of the area (including the built environment) in a manner that is consistent with and promotes the principles of ecologically sustainable development;
- (d) to ensure that Council exercises its functions in a manner which is consistent with and promotes the principles of equity, access, and participation in an equitable manner by requiring the Developer, whose development will generate traffic, contributes to the public infrastructure necessary for the connection of the local road network to the Development.

7. Identification of the planning purpose served by the Planning Agreement

In accordance with section 93F(2) of the Act, this Planning Agreement has the following planning purposes:

- (a) to ensure the provision of appropriate traffic intersection and pedestrian crossing works to provide appropriate levels of traffic and pedestrian safety in the vicinity of the Development;
- (b) to ensure the provision of an extension to Council's existing water supply infrastructure in the vicinity of the Development and to ensure the supply of town water supply to the Development; and
- (c) to ensure the provision of an extension to Council's existing sewerage infrastructure in the vicinity of the Development and to ensure the provision of sewerage to the Development.

The Planning Agreement serves as a reasonable means for Council to achieve the abovementioned public purposes. Under the Planning Agreement, the Developer is legally bound to make material contributions towards the cost of water supply and sewerage infrastructure as well as the provision of traffic intersection works.

8. Assessment of whether the Planning Agreement provides a reasonable means of achieving that purpose

The Planning Agreement provides a reasonable means of achieving:

- (a) extensions of the Council's water supply infrastructure and sewerage infrastructure; and
- (b) the provision of town water supply and sewerage to the Development and residents of it; and
- (c) the provision of appropriate traffic intersection works on Forest Road to service the Development and the Bloomfield Hospital site.

The Planning Agreement creates an enforceable obligation on the Developer to provide material monetary contributions towards the Council's costs of undertaking these works. The Planning Agreement will be registered on title to the Land which will secure the proposed monetary contributions notwithstanding any future change of ownership.

9. Identification as to whether the Planning Agreement conforms with the Council's capital works program (if any)

The works in respect of which contributions will be made by the Developer in accordance with the Planning Agreement do not form part of any capital works program of the Council.

10. Requirements of this agreement must be complied with before certification:

(a) Intersection Works

Pursuant to clause 6.7 Amplan is to pay the first progress payment, (of a total of 3), upon the issue of any construction certificate. The 2 other progress payments are not reliant on certification.

(b) Water Supply Works

The Developer is to pay its monetary contribution towards the Council's costs of the Water Supply Works in two progress payments in accordance with clause 7 of the Planning Agreement. Neither progress payment is dependent on certificate of any part of the Development.

(c) Sewerage Works

The developer is to pay its monetary works contribution towards the Council's costs of the sewerage works in two progress payments in accordance with clause 8 of the Planning Agreement. Neither progress payment is dependent on certification of any part of the Development.