

**Explanatory Note**  
**Minister for Planning ABN 38 755 709 681**  
**and**  
**Gazcorp Pty Limited ACN 001 696 073**  
**Draft Planning Agreement**

**Introduction**

The purpose of this explanatory note is to provide a plain English summary to support the notification of the draft planning agreement (the **Planning Agreement**) prepared under Subdivision 2 of Division 7.1 of Part 7 of the *Environmental Planning and Assessment Act* 1979 (the **Act**).

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

**Parties to the Planning Agreement**

The parties to the Planning Agreement are the Minister for Planning ABN 38 755 709 681 (the **Minister**) and **Gazcorp Pty Limited** ACN 001 696 073 (the **Developer**).

**Description of the Subject Land**

The Planning Agreement applies to Lot 5 of Deposited Plan 24094 (the **Subject Land**).

The Subject Land is located at 813-913 Wallgrove Road, Horsley Park, NSW.

**Description of the Proposed Development**

The Developer proposes future development of the Subject Land for purposes consistent with the State Environmental Planning Policy (Western Sydney Employment Area) 2009 (the **SEPP**), being staged development of an industrial estate containing warehouse and distribution related facilities, including as contemplated by State Significant Development Application SSD5248 and any future development applications (**Proposed Development**).

The Developer has made an offer to the Minister to enter into the Planning Agreement in connection with the Proposed Development.

**Summary of Objectives, Nature and Effect of the Planning Agreement**

The Planning Agreement provides that the Developer will make a monetary contribution of \$193,636 per hectare of net developable area of the Subject Land (subject to indexation in accordance with the Planning Agreement) for the purposes of the provision of regional transport infrastructure and services within the meaning of clause 29 of the SEPP.

The Developer proposes to offset its obligation under the Planning Agreement to make the monetary contributions by undertaking works-in-kind (**WIK**), being the Wallgrove Road Upgrade and Intersection Works as described in the Planning Agreement and generally in accordance with the plans annexed to the Planning Agreement in Annexures A and B.

Under the Planning Agreement, the Developer must satisfy its obligation to make monetary contributions in stages:

- (i) before any subdivision certificate or construction certificate is issued, whichever occurs earlier in relation to the relevant stage of the Proposed Development; or
- (ii) if any part of the Proposed Development may be carried out without the need for a subdivision certificate or construction certificate, then on the earlier of the following:
  - (A) commencement of that part of the Proposed Development;
  - (B) the issue of a complying development certificate in respect of that part of the Proposed Development.

The Developer may defer the payment of a monetary contribution by providing a bank guarantee for 110% of the deferred contribution amount. Once the obligation to pay the contribution amount is satisfied (either by payment of the monetary contribution or completion of the WIK), the Minister will return the bank guarantee.

The Developer is required to provide a security by way of a bank guarantee to the value of \$20,000.

The objective of the Planning Agreement is to facilitate the delivery of the Developer's contributions towards the provision of regional transport infrastructure and services within the meaning of clause 29 of the SEPP.

No relevant capital works program by the Minister is associated with the Planning Agreement.

## **Assessment of Merits of Planning Agreement**

### **The Planning Purpose of the Planning Agreement**

In accordance with section 7.4(2) of the Act, the Planning Agreement has the following public purpose:

- the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land.

The Minister and the Developer have assessed the Planning Agreement and both hold the view that the provisions of the Planning Agreement provide a reasonable means of achieving the public purpose set out above. This is because it will ensure that the Developer makes appropriate contributions towards the provision of infrastructure, facilities and services referred to in clause 29 of the SEPP.

### **How the Planning Agreement Promotes the Public Interest**

The Planning Agreement promotes the public interest by ensuring that an appropriate contribution is made towards the provision of infrastructure, facilities and services to satisfy needs that arise from development of the Subject Land.

### **How the Planning Agreement Promotes the Objects of the Act**

The Planning Agreement promotes the objects of the Act, as outlined in section 1.3 of the Act, by:

- promoting of the orderly and economic use and development of land.

The Planning Agreement promotes the objects of the Act set out above by requiring that the Developer makes a contribution towards the provision of infrastructure, facilities and services referred to in clause 29 of the SEPP.

The Developer's offer to contribute towards the provision of regional transport infrastructure and services will have a positive public impact as funds from the Developer or the WIK and the land contribution will contribute to the provision of infrastructure, facilities and services referred to in clause 29 of the SEPP.

### **Requirements relating to Construction, Occupation and Subdivision Certificates**

The Planning Agreement does not specify requirements that must be complied with prior to the issue of an occupation certificate.

Where the requirement to make a monetary contribution or complete the WIK relates to the issue of a subdivision certificate, this is a restriction on the issue of a subdivision certificate within the meaning of section 6.15(1)(d) of the Act.

Where the requirement to make a monetary contribution relates to the issue of a Construction Certificate, this is a restriction on the issue of a construction certificate within the meaning of section 6.4 of the Act.