

**Explanatory Note**  
**Minister for Planning (ABN 38 755 709 681)**

**and**

**E.J. Cooper & Son Pty. Limited (ACN 000 269 750), Feecha Pty Ltd (ACN 126 057 323), Himbla Pty Ltd (ACN 126 057 305), Rashka Pty Ltd (ACN 126 057 314), Printsilk Pty. Limited (ACN 061 556 572), Pace Land Holdings Pty Limited (ACN 069 532 467) and Frank George Pace**

**Planning Agreement**

**Introduction**

The purpose of this explanatory note is to provide a plain English summary to support the notification of the proposed planning agreement (**Planning Agreement**) prepared under Subdivision 2 of Division 6 of Part 4 of the *Environmental Planning and Assessment Act 1979 (Act)*.

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

**Parties to the Planning Agreement**

The parties to the Planning Agreement are E.J Cooper & Son Pty. Limited, Feecha Pty Ltd, Himbla Pty Ltd, Rashka Pty Ltd, Printsilk Pty. Limited, Pace Land Holdings Pty Limited and Frank George Pace (collectively, referred to as the **Developer**) and the Minister for Planning (**Minister**).

**Purpose of the Planning Agreement**

The purpose of the Planning Agreement is to provide for the making of Development Contributions by the Developer to the Minister for the provision of infrastructure for public purposes in connection with the rezoning and development of the land concerned in accordance with the Planning Agreement.

The Developer has offered to enter into the Planning Agreement with the Minister to provide for and secure the Development Contributions.

**Description of the Subject Land**

The Planning Agreement applies to the following land (**Subject Land**):

- Lot 2 in DP 533402;
- Lot 52 in DP 1104504;
- Lot 20 in DP 214753;
- Lot 3 in DP 230943;

- Lot 50 in DP 751637;
- Lot 75 in DP 214752;
- Lot 44 in DP 214755; and
- Lots 1, 2 and 3 in DP 784300

The Subject Land is in Glossodia, within the local government area of the Hawkesbury City Council (**Council**).

#### **Description of the proposed development and change to environmental planning instrument**

The Developer sought an amendment to the *Hawkesbury Local Environmental Plan 2012 (LEP)* to rezone the Subject Land so that the Developer may make a development application to carry out development (**Proposed Development**) generally for the purposes of:

- a) subdivision of the Subject Land into approximately 580 residential lots;
- b) the construction of an on-site sewerage system on the Subject Land; and
- c) the creation of an open space network that retains dams on the Subject Land and provides for 3 ecological corridors and a riparian corridor along Currency Creek.

The Developer lodged a planning proposal with the Council, in which the Developer sought the rezoning of the Land to R2 - Low Density Residential, R5 - Large Lot Residential, RE1 - Public Recreation and SP2 - Infrastructure (sewerage system) (**Planning Proposal**).

The Planning Proposal was forwarded to the Minister and publicly exhibited by the Council. The Planning Proposal was given effect to by *Hawkesbury Local Environmental Plan 2012 (Amendment No 5)* published on 19 December 2014. As a result, the Subject Land is an urban release area under the LEP.

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

The Planning Agreement provides that the Developer will make a monetary contribution of \$10,000 per residential lot in each proposed plan of subdivision (subject to indexation in accordance with the Agreement) for the purpose of the provision of designated State public infrastructure within the meaning of clause 5.13A of the LEP.

The monetary contribution for each residential lot will be payable before the issue of the subdivision certificate for the plan of subdivision that will create that lot. Schedule 4 to the Planning Agreement sets out the amount of the monetary contribution and the time at which each contribution must be paid.

The Developer is required to provide a Bank Guarantee with a total face value equivalent to the amount of \$20,000. The Bank Guarantee is provided to secure the payment of the Development Contribution.

The Developer is also required to register the Planning Agreement on the title of the Subject Land in accordance with section 93H of the Act.

The objective of the Planning Agreement is to facilitate the delivery of the Developer's contributions towards the provision of State infrastructure referred to in clause 5.13A of the LEP.

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

#### The Planning Purpose of the Planning Agreement

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

- the provision of (or the recoupment of the cost of providing) public amenities or public services;
- 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 purposes set out above. This is because it will ensure that the Developer makes appropriate contributions towards the provision of infrastructure, not only in the immediate vicinity of the Proposed Development, but in the broader Glossodia area.

#### 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 State infrastructure.

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

The Planning Agreement promotes the objects of the Act by encouraging:

- the promotion and co-ordination of the orderly and economic use and development of land; and
- the provision of land for public purposes.

The Planning Agreement promotes the objects of the Act set out above by requiring the Developer to make a contribution towards the provision of designated State public infrastructure in the Glossodia area.

The Developer's offer to contribute towards the provision of designated State public infrastructure will have a positive public impact as the provision of funds by the Developer will contribute to the provision of State infrastructure, not only to benefit the community in the vicinity of the Proposed Development, but also to benefit the broader regional community in the Glossodia area and surrounds.

#### Requirements relating to Construction Certificates and Subdivision Certificates

The Planning Agreement does not specify that certain requirements of the agreement must be complied with before a construction certificate or an occupation certificate is issued.

The Developer must pay to the Minister or the Minister's nominee \$10,000 (subject to indexation) per residential lot before the issue of the relevant Subdivision Certificate for the lot.

The Planning Agreement therefore contains a restriction on the issue of subdivision certificates within the meaning of section 109J (1) (c1) of the Act.

### **Interpretation of Planning Agreement**

This Explanatory Note is not to be used to assist in construing the Planning Agreement.