

**Explanatory Note**  
**Minister for Planning (ABN 38 755 709 681)**  
**and**  
**Kurri Autos Pty Limited (ACN 001277890)**  
**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 ( **Planning Agreement**) prepared under Subdivision 2 of Division 6 of Part 4 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 Kurri Autos Pty Limited **ACN 001277890** (**Developer**) and the Minister for Planning ( **Minister**).

**Description of the Subject Land**

The Planning Agreement applies to:

- Part Lot 8 DP 1181883 (the **Land**).

The Land is accessed from Madeline Street (via Ashleigh Street), Heddon Greta within the Cessnock City Council local government area.

**Description of the Proposed Development**

The Developer has submitted a development application for residential subdivision of the Land into approximately 27 residential lots generally in accordance with Development Application 8/2014/420/1 which has been lodged with Cessnock City Council. (**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 \$200,019.63 (as indexed under CPI in accordance with the Planning Agreement) for the purposes of the provision of designated State public infrastructure within the meaning of clause 6.1 of the *Cessnock Local Environmental Plan 2011* (the LEP). The contribution amount has been calculated on the basis that the Net Developable Area comprised in the proposed Development is 2.527 ha and the rate per hectare of Net Developable Area being applied is \$79,153 (as indexed).

The monetary contribution will be paid in full at the execution of this planning agreement as set out in Schedule 4 to the Planning Agreement.

The objective of the Planning Agreement is to facilitate the delivery of the Developer's contributions towards the provision of infrastructure, facilities and services referred to in clause 6.1 of the LEP.

No relevant capital works program by the Minister is associated with this agreement.

## **Assessment of Merits of 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 purpose:

- the provision of (or the recoupment of the cost of providing) public amenities or public services.

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 6.1 of the LEP.

### **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 Land.

## **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.

The Planning Agreement promotes the objects of the Act set out above by requiring the Developer to make a contribution towards the provision of infrastructure, facilities and services referred to in clause 6.1 of the LEP.

The Developer's offer to contribute towards the provision of State infrastructure will have a positive public impact as funds from the Developer will be available towards the provision of infrastructure, facilities and services referred to in clause 6.1 of the LEP.

Two handwritten signatures in black ink, one appearing to be 'Chad' and the other 'Alan', located at the bottom right of the page.