

Explanatory Note
Part Maryland Precinct
Precinct Planning (Pondicherry)
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* (**Act**).

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

This explanatory note is not to be used to assist in construing the Planning Agreement.

Capitalised terms which are not defined in this explanatory note have the meanings given to them in the Planning Agreement, unless the context indicates otherwise.

Parties to the Planning Agreement

The parties to the Planning Agreement are the Minister for Planning ABN 38 755 709 681 (**Minister**), Leppington Pastoral Co Pty Limited (ACN 000 420 404) and Greenfields Development Company No. 2 Pty Ltd (ACN 133 939 965) (together, the **Developer**).

Description of the Subject Land

The Planning Agreement applies to those parts of the land described the following table:

Lot	Deposited Plan
Part Lot 9070	DP 1225752
Part Lot C	DP 391340
Part Lot E	DP 438723
Part Lot 2	DP 1066809
Part Lot A	DP 420694
Lot 71	DP 752024
Part Lot 1	DP 623190
Lot B	DP 420694
Lot F	DP 420694

as shown in the plan at Annexure A to the Planning Agreement as the 'Pondicherry Precinct'.

Description of the Proposed Development

The Developer has sought an amendment to the *State Environmental Planning Policy (Sydney Region Growth Centre) 2006 (SEPP)* in order to have the Part Maryland Precinct (**Precinct**) rezoned to enable Urban Development.

Before the SEPP is amended, the Precinct is intended to be released for Urban Development and planning purposes under clause 276 of the EP&A Regulation, by declaration of the Minister published in the gazette.

The Developer has offered to enter into the Planning Agreement with the Minister in order to, among other things, facilitate the accelerated release of the Precinct.

The Developer will, in the future, become liable to pay a Special Infrastructure Contribution in connection with development located in the Western Sydney Growth Areas Special Contributions Area. The Developer proposes that certain of the Contributions made pursuant to the Planning Agreement would partially offset the Developer's obligation to pay the Special Infrastructure Contribution in the Western Sydney Growth Areas Special Contributions Area.

The Developer intends to offer to enter into separate planning agreements with the Minister over the Land to provide other contributions, including contributions for the provision of regional infrastructure and essential Services Infrastructure required to meet the needs created by the future Urban Development of the Land.

Summary of Objectives, Nature and Effect of the Planning Agreement

A key objective of the NSW Government is the facilitate the timely supply of land for Urban Development in the most efficient way reasonably possible and at no additional cost to Government.

The Planning Agreement requires the Developer to, among other things:

- provide the Precinct Planning Contributions (which includes the payment of the Precinct Planning Costs);
- pay any Precinct Acceleration Costs; and
- provide the Planning for the Provision of Services Infrastructure and pay the Planning for the Provision of Services Infrastructure Costs.

The Developer may become liable to pay the Special Infrastructure Contribution in connection with the Proposed Development or other developments within the Sydney Region Growth Centres.

If the SEPP amendment is made to rezone the Precinct for urban purposes the Developer will be entitled to offset amounts for a portion of its Contributions under the Planning Agreement (as determined by the Minister), which could be applied towards its future Special Infrastructure Contribution obligations. Such entitlement will be the reasonable actual cost of the Precinct Planning Process (excluding any Precinct Acceleration Costs), as determined by the Minister, and will not exceed \$2,500,000.

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 planning purpose:

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

- the promotion and co-ordination of the orderly and economic use and development of land.

The Planning Agreement provides for the detailed planning of the Precinct and planning for the provision of the essential infrastructure that will be required to meet the demands generated by Urban Development of the Precinct and Other Development.

The Planning Agreement will:

- facilitate the release of land for Urban Development in the South West Growth centres of the Sydney Region;
- provide for comprehensive planning for the Precinct; and
- provide comprehensive planning and strategies for the orderly and economic provision of infrastructure that will be required in the Precinct.

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 the Planning Agreement describes an appropriate mechanism by which planning outcomes can be achieved without additional cost to Government from the accelerated release of the Precinct.

How the Planning Agreement Promotes the Public Interest and the Objects of the Act

The Planning Agreement promotes the public interest and following objects of the Act:

- *"the proper management, development and conservation of natural and artificial resources for the purpose of promoting the social and economic welfare of the community and a better environment"* by providing the resources needed for proper co-ordinated planning of the precinct and the essential infrastructure required for the Precinct;
- *"the promotion and co-ordination of the orderly and economic use and development of the land"* by ensuring that the land use planning and infrastructure co-ordination occurs prior to rezoning;
- *"the protection, provision and co-ordination of communication and utility services"* by identifying the land needed for State and local level infrastructure delivery and developing a detailed strategy for the coordinated provision of such services; and
- *"the provision of land for public purposes"* by undertaking detailed studies and consultation with relevant authorities to ensure that the land needed for that infrastructure can be made available within the Precinct.

The Planning Agreement promotes the objects set out above by requiring the Developer to provide the Contributions for the following purposes:

- funding for the Planning Process for the Precinct;
- funding studies to identify the services and infrastructure that will be necessary to service the Precinct, as well as plans and strategies for the staged provision of those services and infrastructure.

Each of these purposes represents an important public benefit, and the Developer's offer to contribute towards these purposes will provide an important positive impact on the public who will ultimately use the infrastructure and services to which these purposes relate.

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 a Construction Certificate, Subdivision Certificate or Occupation Certificate.