

Explanatory Note

Minister for Planning and Public Spaces (ABN 20 770 707 468)

and

Goodman Property Services (Aust) Pty Ltd (ACN 088 981 793)

and

The Austral Brick Co Pty Ltd (ACN 000 005 550)

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 and Public Spaces (ABN 20 770 707 468) (**Minister**), Goodman Property Services (Aust) Pty Ltd (ACN 088 981 793) (the **Developer**) and The Austral Brick Co Pty Ltd (ACN 000 005 550) (**Landowner**).

Description of the Subject Land

The Planning Agreement applies to Part of Lot 20 in Deposited Plan 1246626 (being Proposed Lot 100 as shown on the plan attached as Annexure A to the Planning Agreement).

Description of the Development

The Developer proposes to develop the Land to enable the creation of an estate road on a separate lot, a masonry plant with a production capacity of 220,000 tonnes per annum and 4 industrial warehouse buildings generally in accordance with DA 93.1/2019 lodged with Fairfield City Council (**Development**).

The Developer has made an offer to the Minister to enter into the Planning Agreement in connection with the Development and to provide and secure development contributions in order to enable the Secretary of the Department to provide the certification required by clause 29 of *State Environmental Planning Policy (Western Sydney Employment Area) 2009* (**WSEA SEPP**). Clause 29 of the WSEA SEPP provides that the consent authority must not grant development consent to the development unless the Secretary has certified in writing to the consent authority that satisfactory arrangements have been made to contribute to the provision of regional transport infrastructure and services (including the Erskine Park Link Road Network) in relation to the land to which the WSEA SEPP applies.

Summary of Objectives, Nature and Effect of the Planning Agreement

The Planning Agreement provides that the Developer will make a development contribution by providing the Monetary Contribution to the value of \$196,193 (being the Western Sydney Employment Area contribution rate as at the date of the Planning Agreement) per hectare of Net Developable Area (**NDA**) for any part of the Land.

Each “Contribution Amount” is:

- payable prior to a certain trigger event, being the issuing of a Subdivision Certificate (**SC**), Construction Certificate (**CC**), or if neither certificate is required then the commencement of that part of the Development or the issuing of a complying development certificate (**CDC**); and
- calculated by reference to the number of hectares of NDA of the Land the subject of the relevant SC, CC, CDC or to be developed.

The Developer may in accordance with the terms of the Planning Agreement, in lieu of providing the Monetary Contribution, elect to provide the WIK Contribution comprising the:

- completion of the Road Works, being the upgrade of Old Wallgrove Road generally as shown in Annexure B to the Planning Agreement and in the Preliminary Design Documents at Annexure C to the Planning Agreement (and includes the Road Works Design); and
- dedication of the Road Works Land to the Roads Authority (being the land required for the Road Works to be dedicated as a public road as shown in Annexure B to the Planning Agreement).

The Developer is required to provide security in the form of a bank guarantee in the amount of \$4,562,795 and is required to register the Planning Agreement on the title of the Land in accordance with section 7.6 of the Act.

The objective of the Planning Agreement is to secure the Developer's delivery of the Development Contribution.

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 7.4(2) of the Act, the Planning Agreement is for the public purpose of 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 the Development Contribution in the event that the Development is carried out.

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:

- (i) section 1.3(a) – to " promote the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources"; and
- (ii) section 1.3(c) – to “promote the orderly and economic use and development of land”.

Requirements relating to Construction, Occupation and Subdivision Certificates

The Planning Agreement specifies that the relevant “Contribution Amount” must be paid prior to the issue of a CC or SC and therefore includes restrictions on the issue of a CC and SC within the meaning of section 6.15 of the Act and clause 146A of the Regulation.

The Planning Agreement does not contain any restrictions on the issue of an Occupation Certificate.