

EXPLANATORY NOTE

Cl. 25E of Environmental Planning and Assessment Regulation 2000

Planning Agreement – Lot 101 in Deposited Plan 1131776, Lot 2 in Deposited Plan 528488 and Lot 7 in DP 1046090 (Land)

Introduction

The purpose of this Explanatory Note is to provide a summary to support the notification of a draft Planning Agreement (**Planning Agreement**), under Section 93F of the *Environmental Planning and Assessment Act 1979 (Act)*, prepared in connection with a Development Application (LDA 2014/307) (**Development Application**).

The Developer seeks to carry out the following development on the Land:

- (a) site preparation works including demolition, remediation and rehabilitation and bulk earth works on the Land, and
 - (b) Subdivision of the Land into Superlots in accordance with the Superlot Subdivision Plan, and
 - (c) carrying out the Contribution Works in Schedule 3, and
 - (d) Subdivision of the Land to create the Development Lots, and
 - (e) construction of a pedestrian bridge over Delhi Road,
- all in accordance with the Staged Consent, and
- (a) any development, within the meaning of the EP&A Act on a Development Lot created in Stage 1 as considered in the concept proposal approved under the Staged Consent (**Development**).

The Planning Agreement specifies the public benefits to be provided by the Developer in connection with the Development.

Contributions under 94EF of the Act are not excluded under the Planning Agreement and are therefore payable by the Developer if development consent is granted for the Development.

Contributions under section 94 and 94A of the EP&A Act are excluded only in respect of the part of the Development on Development Lots 104, 105, 203, 204, 205 and 206. The application of sections 94 and s94A of the EP&A Act is not otherwise excluded.

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

For the purposes of this explanatory note, capitalised terms which are used in this explanatory note but which are not otherwise defined have the meaning given to those terms in the Planning Agreement.

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

1. Parties to the Planning Agreement

The parties to the Planning Agreement are Landcom (t/a UrbanGrowth NSW) (**Developer**) and the Council of the City of Ryde (**Council**).

2. Description of the Land

The Planning Agreement applies to Lot 101 in Deposited Plan 1131776, Lot 2 in Deposited Plan 528488 and Lot 7 in DP 1046090, being the whole of the land in Certificate of Title Folio Identifiers 101/1131776, 2/528488 and 7/1046090 (**Land**).

3. Description of the Proposed Change to the Environmental Planning Instrument and Development

The Planning Agreement relates to Development Consent granted to Development Application SSD5093 by the Minister for Planning for the Development on the Land. The Development Consent was granted on 5 March 2015. Condition E5 of the Development Consent provides that the amount of any development contributions for Stage 2 of the Development will be determined in accordance with the requirements of any planning agreement or agreed offsets with Council.

4. Summary of Objectives, Nature and Effect of the Planning Agreement

The objective of the Planning Agreement is to ensure the provision of public roads, parks, , community land, open space, shared pathways, stormwater drainage, public art and community facilities to meet the needs of the local community.

In order to secure the obligations of the Developer under the Planning Agreement, the terms of the Planning Agreement require the provision of security in the form of a Treasury Guarantee, Bonds, the registration of the Planning Agreement on the title of the Land and restriction on issuing of Part 4A certificates. The Planning Agreement also allows the Council to acquire the Contribution Land in the event the Developer fails to dedicate it.

The public benefits to be provided under the Planning Agreement are summarised as follows:

a. Contribution Land

The Developer (at its cost) agrees to dedicate / transfer (as the case may be) to Council the following Contribution Land:

- (i) Community Facility Land
- (ii) Central Park Land
- (iii) Linear Park Land
- (iv) Lot 101 Land
- (v) Lot 103 Land
- (vi) Lot 108 Land
- (vii) Shared Pathway Land
- (viii) Road Land

b. Contribution Works

The Developer agrees to deliver (at its cost) the following works:

- (i) the remediation of the Contribution Land so that it is made suitable for its intended use
- (ii) the Community Facility Work
- (iii) Central Park Work
- (iv) Central Park Half Road Frontage
- (v) Linear Park Work
- (vi) Linear Park Half Road Frontage
- (vii) Lot 101 Work
- (viii) Lot 101 Half Road Frontage
- (ix) Lot 103 Work
- (x) Lot 103 Half Road Frontage
- (xi) Lot 108 Work
- (xii) Lot 108 Half Road Frontage
- (xiii) Shared Pathway
- (xiv) Stormwater Drainage
- (xv) Public Art

5. Assessment of the merits of the Planning Agreement

(a) How the Planning Agreement promotes the public interest and one or more of the objects of the Act

The Planning Agreement provides community infrastructure, a community facility, public parks and open space areas to meet the needs of the people who will live, work or visit the locality once the Development is complete. In doing so, the Agreement promotes the following objects of the Act:

- To encourage the proper management, development and conservation of natural and artificial resources, including ... cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment (s5(a)(i) EP&A Act)
- To encourage the promotion and co-ordination of the orderly and economic use and development of land (s5(a)(ii) EP&A Act)
- To encourage the provision of land for public purposes (s5(a)(iv) EP&A Act)
- To encourage the provision and co-ordination of community services and facilities (s5(a)(v) EP&A Act).

The delivery of the Contributions under the Planning Agreement will be in the public interest because they will result in the provision of public infrastructure, community facilities and public open space and recreation areas. The provision of these items will promote the social and economic welfare of the community.

(b) How the Planning Agreement promotes the objects of the Local Government Act 1993 and the elements of the Council's charter

The Planning Agreement promotes the objects of the *Local Government Act 1993* because it will give Council the ability to provide goods, services and facilities and to carry out activities, appropriate to the current and future needs of local communities and of the wider public (section 7(d)). The Planning Agreement will provide appropriate public spaces, infrastructure and facilities for the benefit of the community in the area of the Development.

The Planning Agreement promotes a number of elements of the Council's charter under section 8 of the *Local Government Act 1993* (NSW). In particular it promotes Council's long-term strategic planning on behalf of the local community.

The Council's strategic planning for North Ryde envisions an attractive, vibrant and sustainable urban place which provides quality residential and commercial developments complimented with enhanced pedestrian, bike and road access.

In summary, the Planning Agreement promotes the Council's charter by ensuring the delivery of the public benefits under the Planning Agreement which in turn satisfy the following aspects of Council's charter:

- (i) the engagement by Council in long-term strategic planning on behalf of the local community;
- (ii) the provision of adequate, equitable and appropriate services and facilities for the community; and
- (iii) the appropriate response as to the provision and planning for the needs of the community.

(c) The impact of the Planning Agreement on the public or any section of the public.

The scope of the Planning Agreement will benefit the local and wider community as it will improve the public domain by providing local roads, open space and community facilities.

The Contributions to be delivered under the Planning Agreement will be dedicated to Council to be used by and for the benefit of the wider public.

(d) Whether the Planning Agreement conforms with Council's capital works program

The Planning Agreement is not consistent with the Council's capital works program. The Planning Agreement provides capital infrastructure and public benefits beyond

what Council is providing in its capital works program, due to the direct demand resulting from the development to which the Planning Agreement relates. As such the Planning Agreement provides that developers will be responsible for the provision of the capital infrastructure and public benefits required.

(f) The planning purpose or purposes of the Planning Agreement

The Planning Agreement will provide a major public benefit in terms of the provision of improved public facilities to service the Development and the wider public. The Contributions to be delivered under the Planning Agreement will ensure that there are sufficient facilities and infrastructure for the Development, producing a good planning outcome for the Development of the Land. As it would be difficult to obtain these public benefits through other statutory means, the Planning Agreement is the most suitable instrument by which the Contributions can be delivered.

(g) Compliance of certain requirements prior to issue of construction, occupation or subdivision certificates.

The Contributions under the Planning Agreement, being the Contribution Works and the transfer / dedication of the Contribution Land, must be provided in accordance with the timing provisions as set out in Schedule 3 of the Planning Agreement, which are linked, where relevant, to the issue of subdivision certificates for the Development. A number of the Contributions must be delivered prior to issue of subdivision certificates. Details of the proposed timing for the delivery of the Contributions are set out in the Annexure to this Explanatory Note.