

Planning Agreement

Menangle Park Release Area

Explanatory Note

1 Introduction

- (1) This Explanatory Note has been prepared jointly between the parties in accordance with clause 205 of the *Environmental Planning & Assessment Regulation 2021* (NSW).
- (2) The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a draft planning agreement (**Planning Agreement**) between the parties under s7.4 of the *Environmental Planning & Assessment Act 1979* (NSW) (**EP&A Act**).
- (3) Words appearing with initial capital letters in this Explanatory Note have the meanings given to them in this Explanatory Note or (if not defined in this Explanatory Note) in the Planning Agreement.
- (4) This Explanatory Note is not to be used to assist in construing the Planning Agreement.

2 Parties to the Planning Agreement

The parties to the Planning Agreement are:

- (1) Campbelltown City Council (ABN 31 459 914 087) (**Council**).
- (2) Dahua Group Sydney Project 2 Pty Ltd (ABN 80 606 391 235) and Dahua Group Sydney Project 3 Pty Ltd (ABN 49 606 391 922) (**Developer**).

3 Description of the Subject Land

The land to which the Planning Agreement applies, and to which the Planning Agreement will be registered, is set out in **Schedule 1** of this document.

4 Description of the Development

The development to which the Planning Agreement applies is the development of the Land by the Developer:

- (1) so as to create up to 4,525 Final Lots;
- (2) so as to construct the first single Dwelling on each Final Lot created by the Developer; and
- (3) for associated purposes including subdivision, community retail and commercial facilities comprising up to 33,000 square metres of gross floor area, parks, open space and infrastructure,

(**Development**).

5 Development Contributions

The Developer is required to provide the development contributions (as reflected in Schedule 4 of the Planning Agreement) (**Contributions**) in accordance with the Planning Agreement, which generally comprise of the following:

- (1) Dedication of approximately 2,500 square metres of land at Menangle Park South for a future community centre facility.
- (2) Dedication of land and works at Glenlee, Ridgeline and Menangle Park South for open space and recreation.
- (3) Dedication of land and works at Ridgeline for two (2) additional playing fields.
- (4) Dedication of land for riparian corridors at Ridgeline, Glenlee and Menangle Park South.
- (5) Dedication of land and works at Cummins Road, Ridgeline for road widening.
- (6) Dedication of land and works at Glenlee, Ridgeline and Menangle Park South to construct various collector roads.
- (7) Construction of roundabouts at the intersection of Menangle Road and Cummins Road, and on various collector roads at Ridgeline and Menangle Park South.
- (8) Dedication of land and works at Menangle Park South for cycleways.
- (9) Construction of Menangle Road and Spine Road signalised intersection, with allowance for two (2) signalised intersections on Spine Road.
- (10) Construction of a bridge over Howes Creek at Ridgeline, and another bridge at Menangle Park South.
- (11) Construction of bus stops and bus stops shelter at Glenlee, Ridgeline and Menangle Park South.
- (12) Construction of half road in front of Basin 11 at Menangle Park South.
- (13) Dedication of land and works for wetland, drainage and bio-retention facilities at Ridgeline, Glenlee and Menangle Park South.
- (14) The Planning Agreement will also record the payment of monetary contributions, as reflected in the table below, for public amenities and public services listed in the *Menangle Park Contributions Plan 2020 (Contributions Plan)* and already provided to Council in respect of Stages 1 and 2A of the Development:

Stage	Public Purpose under Contribution Plan	Monetary Contribution
Stage 1 – Monetary Contribution	Administration/Plan Preparation	\$55,494.15
	Community Land	\$11,982.38
	Open Space & Recreation – Land	\$916,646.54
	Open Space & Recreation – Works	\$479,948.90
	Trunk Drainage/Water Quality – Land	\$431,988.40

	Traffic and Transport – Works	\$1,189,072.62
	Trunk Drainage/Water Quality – Works	\$1,742,951.62
	Traffic and Transport – Land	\$112,228.28
	TOTAL	\$4,940,312.89
Stage 2A – Monetary Contribution	Administration/Plan Preparation	\$24,492.19
	Community –Land	\$5,361.99
	Open Space and Recreation – Land	\$405,099.71
	Open Space and Recreation – Works	\$212,036.10
	Trunk Drainage/Water Quality – Land	\$190,850.43
	Trunk Drainage/Water Quality – Works	\$770,176.97
	Traffic and Transport – Land	\$49,666.57
	Traffic and Transport – Works	\$525,350.57
	TOTAL	\$2,183,034.53

6 Summary of objects, nature and effect of the Planning Agreement

- (1) The **objectives** of the Planning Agreement are as follows:
 - (a) To provide development contributions towards local infrastructure required to facilitate the development of land within the Menangle Park Urban Release Area, including the Land.
 - (b) To ensure that local infrastructure is delivered in a timely and efficient manner.
- (2) The **intent** of the Planning Agreement is as follows:
 - (a) To facilitate the provision of the Contributions by the Developer; and
 - (b) To revoke and supersede all prior Planning Agreements in connection with the Development (including the current Planning Agreement between Council and the Developer in relation to Stages 1, 2A and 2B of the Development, under which the Contributions referred to at section 5(14) of this document have already been provided.
- (3) The **nature** of the Planning Agreement is a contractual relationship between the Council and the Developer for providing the Contributions, which constitutes a planning agreement under section 7.4 of the EP&A Act.
- (4) The Planning Agreement will be registered on the title of the Land.
- (5) The **effect** of the Planning Agreement is that the Developer will provide the Contributions in the manner provided for by the Planning Agreement (as applicable).

7 Assessment of the merits of the Planning Agreement

7.1 The planning purposes served by the Planning Agreement

In accordance with section 7.4(2) of the EP&A Act, the Planning Agreement promotes the following public purposes:

- (1) Provision of Contributions to accommodate and meet the demands of future developments and to mitigate the potential impacts of the Development on existing infrastructure.
- (2) The provision of monetary contributions to meet the demands for infrastructure in relation to public amenities and public services.

7.2 How the Planning Agreement promotes the public interest

In accordance with the objects of the EP&A Act, the Planning Agreement promotes the public interest in the following manner:

- (1) Efficiencies will be achieved through the Planning Agreement by allowing the Developer:
 - (a) greater involvement in the timing and scope of the infrastructure items that affect, and are required by, the Development; and
 - (b) the ability to coordinate the concurrent roll-out of residential lots and local infrastructure.
- (2) The Planning Agreement relieves Council of the obligation of delivering part of the public open space and other infrastructure required for the Menangle Park Release Area.
- (3) The Planning Agreement provides certainty for the Developer and Council as to the provision of the Contributions directed towards community infrastructure within the Menangle Park community.
- (4) The proper management, conservation and development of land.
- (5) The promotion and co-ordination of the orderly and economic use and development of Land to which the Planning Agreement applies.
- (6) The Planning Agreement will provide an opportunity for involvement and participation by members of the community in development assessment, and are invited to make comment on the Planning Agreement.
- (7) Council will be able to enforce the Planning Agreement by the following means:
 - (a) Withholding the issue of subdivision certificates in the Development where the Developer has not delivered Contributions by the time specified in the Planning Agreement.
 - (b) Compulsorily acquiring any part of the Land required to be dedicated to Council for \$1.00, where the Developer has not dedicated that Land by the time required in the Planning Agreement.
 - (c) A requirement that the Developer provide Bank Guarantees, prior to the issue of certain Construction Certificates, for:

- (i) 100% of the Contribution Value for an item of Works, to secure the provision of those Works; and
- (ii) 10% of the Contribution Value for an item of Works, to secure the rectification of any defects in those Works for a period of twelve (12) months from the date those Works are completed.

7.3 How the Planning Agreement promotes Council's guiding principles

The Planning Agreement promotes a number of Council's guiding principles under section 8A of the *Local Government Act 1993* (NSW), as follows:

- (1) The exhibition of the Planning Agreement facilitates the involvement of members of the public in the consultation process for the Planning Agreement.
- (2) Secures the means of providing local infrastructure to meet the needs of a major development in one of Campbelltown's key release areas.
- (3) To plan strategically for the provision of effective and efficient services and regulation to meet the diverse needs of the local community. The Planning Agreement sets out a framework for the efficient delivery and sustainable ongoing management of infrastructure on the Land, and relieves Council of the risk associated with the provision that infrastructure.
- (4) To act fairly, ethically and without bias to the interests of the local community;
- (5) To recognise diverse local community needs and interests.
- (6) To have regard to the long term and cumulative effects of its decisions on future generations. The Planning Agreement supports natural areas being retained, protected and integrated into the Development.
- (7) To engage in long-term strategic planning on behalf of the local community;
- (8) To bear in mind that it is the custodian and trustee of public assets and to effectively plan for, account for and manage the assets for which it is responsible.
- (9) The Planning Agreement makes it clear that Council has a statutory role as consent authority in relation to the development proposal and that the Planning Agreement is not intended to unlawfully influence the exercise of Council's regulatory functions.

8 Identification of whether the Planning Agreement conforms with the Council's capital works program

The Planning Agreement conforms to Council's capital works program.

9 Does the Planning Agreement specify that certain requirements of the agreement must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

Yes. The Planning Agreement requires, as follows:

- (1) Certain Contributions to be delivered prior to the issue of subdivision certificates in the Development (as set out in Schedule 4 to the Planning Agreement).
- (2) Bank Guarantees to be provided to Council to secure Contributions comprising items of Works prior to the issue of Construction Certificates, for any stage of Development

where that item of Works must be completed prior to the issue of the relevant subdivision certificate (as set out in clause 16 of the Planning Agreement).

Schedule 1: Land

Land owned by Dahua Group Sydney Project 2 Pty Ltd

Lot	Deposited Plan	Precinct
1257	1269274	Ridgeline
1258	1269274	Ridgeline
1259	1269274	Ridgeline
1260	1269274	Ridgeline
1261	1269274	Ridgeline
1263	1269274	Ridgeline
1264	1269274	Ridgeline
1265	1269274	Ridgeline
41	1285744	Ridgeline
44	1285744	Ridgeline
1000	1219023	Ridgeline
2	554242	Ridgeline
59	10718	Ridgeline
42	1285744	Glenlee
2008	1234643	Glenlee
32	1105615	Glenlee
12	251335	Glenlee
15	251335	Glenlee
17	251335	Glenlee
4	628052	Glenlee
D	19853	Ridgeline – Rural
2009	1234643	Ridgeline - Rural

Land owned by Dahua Group Sydney Project 3 Pty Ltd

Lot	Deposited Plan	Precinct
2985	1293392	MP South
2986	1293392	MP South
2987	1293392	MP South
2988	1293392	MP South
2989	1293392	MP South
2990	1293392	MP South
2991	1293392	MP South
2992	1293392	MP South
2993	1293392	MP South
2994	1293392	MP South
2995	1293392	MP South
2996	1293392	MP South
2997	1293392	MP South
3000	1293392	MP South