

Explanatory Note: Draft Planning Agreement – Bankstown City Campus

Canterbury Bankstown Council

Walker Bankstown Developments Pty Ltd

Prepared in accordance with clause 25E of the

Environmental Planning and Assessment Regulation 2000

9 February 2021

Contents

1. Summary of objectives, nature and effect	3
2. Assessment of the merits of the proposed agreement	4
3. Preparation of this explanatory note	6

1. Summary of objectives, nature and effect

Clause 25E(1) of the *Environmental Planning and Assessment Regulation 2000* (**the Regulation**) requires that an explanatory note must be prepared to accompany a planning agreement and must be exhibited with it. The explanatory note must address the requirements of clause 25E(1)(a) - (b) and clause 25E(2) (a) – (g) of the Regulation.

This explanatory note has been prepared to address these requirements.

A draft planning agreement (**the Agreement**) has been prepared. The proposed parties to the Agreement are Canterbury Bankstown City Council (**the Council**) and Walker Corporation Pty Ltd (**the Developer**) on the other.

The Agreement to which this explanatory note relates has been the subject of an offer by the Developer which was considered by Council and the Minister for the planning and Public Spaces (**the Minister**) as part of their assessment of both a planning proposal and a State Significant Development Application for the development of a campus at Bankstown for Western Sydney University over Lot 15 DP 1256167 (**the Land**) and adjoining Paul Keating Park.

The Agreement is being exhibited in order to seek feedback from the community.

1.1 Objectives

The objective of the draft planning agreement is to provide a mechanism by which:

- a) Public domain works can be carried out by the Developer; and
- b) Contributions can be paid by the Developer to support upgrades to both stormwater infrastructure and car parking infrastructure by Council, primarily within the town centre of Bankstown,

to benefit the community.

1.2 Nature

The Agreement will be a voluntary agreement under section 7.4 of the *Environmental Planning and Assessment Act 1979* (**the Act**).

An agreement of this kind may require a developer to dedicate land free of cost, provide a material public benefit to be used for or applied towards a public purpose or pay a monetary contribution.

In this particular case, the Agreement provides for works on land owned by Council and the payment of contributions towards stormwater and car parking infrastructure.

A summary of these contributions and works is set out below.

Works

The works can generally be described as:

- a) Upgraded pavements, new tree planting, new seating, and lighting on land surrounding the campus in Paul Keating Park and Appian Way.

Contributions

- b) Contributions to Council to fund the reconstruction of stormwater culverts in North Terrace to improve flood conditions on the site; and
- c) Contributions to Council towards the construction of additional car parking in the Town Centre

1.3 Effect

This Agreement does not commence unless and until a Development Consent in respect of the Bankstown Campus of Western Sydney University is granted and is in effect.

The contributions will generally be required prior to the completion of the development and its occupation. Security can be provided by the Developer in lieu of contributions but only where this is acceptable to the Council.

The Maximum Values associated with the Agreement are as follows:

- a) Public Domain works within and adjoining Paul Keating Park - \$2,600,000
- b) Flood mitigation works in North terrace - \$2,000,000
- c) Car parking contributions - \$1,797,418

The Agreement provides for the enforcement of the Agreement by a suitable means if there is a breach by the Developer.

A planning agreement cannot impose an obligation on a planning authority to grant development consent. A planning agreement cannot breach the provisions of an environmental planning instrument or a development consent applying to the relevant land.

Where it is relevant to a development application, a consent authority is to take into consideration a planning agreement, or any draft planning agreement that a developer has offered to enter into.

2. Assessment of the merits of the proposed agreement

2.1 Impact on the public or any relevant section of the public

The Agreement has a positive impact on the public, and in particular, future students at the proposed University, visitors to the Bankstown Strategic Centre and local businesses in and around Appian Way. This is because the Agreement provides an opportunity to facilitate:

- a) Improvements to Paul Keating Park that will include new paved walkways, shade structures, lighting, and seating;
- b) Improvements to access for cyclists and pedestrian safety around the future Western Sydney University Bankstown Campus and Civic Tower; and
- c) Improvements to public safety during flood events impacting on Appian Way.

There may be some relatively minor impacts on the public during the construction of the works however these impacts will be offset by the longer-term benefits that those works are intended to bring about.

2.2 Promotion of the public interest and the objects of the Act

The Agreement promotes the following objects of the Act:

(a) Section 1.3(g):

To promote good design and amenity of the built environment

(b) Section 1.3(h)

to promote the proper construction and maintenance of buildings, including the protection of the health and safety of their occupants,

The Agreement promotes the above objects of the Act, and the public interest, by providing for:

- an increase in the quality of public open space enjoyed by the community;
- improvements to the quality of important elements of the public domain; and
- the provision of an improved stormwater and car parking infrastructure within the Bankstown Strategic Centre.

2.3 The purposes of the Local Government Act 1993

The Council is the owner of the Land and the adjoining Paul Keating Park.

The Council is a public authority constituted under the *Local Government Act 1993*.

(a) Section 7(a):

to provide the legal framework for an effective, efficient, environmentally responsible and open system of local government in New South Wales ...

(b) Section 7(d):

to give councils: ... 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 ... to require councils, councillors and council employees to have regard to the principles of ecologically sustainable development in carrying out their responsibilities ...

The Agreement promotes the above purposes of the Act in the same way that is set out in section 2.2 above.

2.4 The council's charter

Section 8 of the *Local Government Act 1993* sets out the 'council's charter'

The Agreement promotes the following elements of the council's charter:

- [T]o provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively
- to exercise community leadership ...

- to properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development
- to have regard to the long term and cumulative effects of its decisions
- 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...

The Agreement promotes the above elements of the council's charter in the same way that is set out in section 2.2 above.

2.5 The planning purpose

The planning purpose of the Agreement is to provide an opportunity to facilitate improvements and additions to the public domain as well as stormwater and car parking infrastructure.

The Agreement provides a reasonable means of achieving that purpose because there are limits on what the Developer can be required to do as a condition of a development consent. By entering into the Agreement, the Council is able to secure benefits for the community that would not otherwise be available. The Agreement achieves these benefits for the community without the need for public funds to be expended.

2.6 The Council's capital works program

The works proposed under the Agreement have not been identified under the Council's current capital works program. However, should the development proceed, the works identified under the Agreement will be required to support the development and to help provide an appropriate level of infrastructure to the existing and in-coming community. This Agreement provides a mechanism by which these works can be secured.

2.7 Construction certificate, occupation certificate or subdivision certificate

The Agreement does specify that certain requirements must be complied with before certain works are completed and Occupation certificates issued. These requirements are set out in Schedule 1 of the Agreement. The requirements are generally the provision of security the carrying out of works and the payment of contributions.

3. Preparation of this explanatory note

This explanatory note has been prepared jointly by the parties proposing to enter into the Agreement.