

# Explanatory Note

## Exhibition of draft Voluntary Planning Agreement

### 749-757 Canterbury Road, Belmore

*Environmental Planning & Assessment Regulation 2000 (clause 25E)*

#### 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 7.1 of Part 7 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)*.

#### Parties to the Planning Agreement

The parties to the Planning Agreement are Bella Ikea Belmore Pty Ltd (**Developer and Landowner**) and the City of Canterbury Bankstown Council (**Council**).

#### Description of the Subject Development Site

The land to which the Planning Agreement applies is described as follows:

Lot 12 DP 4387, Lot 13 DP 4387 and Lot 14 DP 4387, known as 749 to 757 Canterbury Road, Belmore (**Development Site**)

The Development Site and the land on which the Road Works will be located and to be dedicated to Council generally as shown on the map below.



## Description of the Proposed Development

On 19 June 2017, the Land and Environment Court approved Development Application No. DA-506/2017 for the demolition of existing structures and construction of a six-storey residential flat building including 46 dwellings with basement car parking on the Development Site (**Development**).

## Summary of Objectives, Nature and Effect of the Planning Agreement

The Planning Agreement is a voluntary planning agreement under s7.4 of the Act. The terms of the Planning Agreement require the Developer to:

- (1) Carry out certain **Road Works** for the widening of Wilson and Thompson Lanes adjacent to the Development Site comprising:

### In Wilson Lane

- a) New laneway works for land dedication being construction of road pavement in area of laneway and concrete footpath between kerb and boundary line;
- b) Joining of laneway to existing laneway;
- c) Removal of existing kerb and gutter and construction of new kerb and gutter;
- d) Top resheet of new and existing laneway with hotmix;
- e) Relocation of two power poles;
- f) Potential for up to two new poles; and
- g) Relocation of dish on the corner of Wilson and Thompson Lane.

### In Thompson Lane

- a) New laneway works for land dedication being construction of road pavement in area of laneway and concrete footpath between kerb and boundary line;
- b) Joining of laneway to existing laneway;
- c) Removal of existing kerb and gutter and construction of new kerb and gutter;
- d) Top resheet of new and existing laneway with hotmix;
- e) Relocation of one power pole;
- f) Potential relocation of Telstra pit. However this is subject to the laneway design (which could leave the pit in its existing location) and resistance from Telstra to relocate.

- (2) Dedication to Council of:

- a) The part of the Development Site along the northern (Wilson Lane) boundary, measuring 3 metres in depth and a width to enable the part of Wilson Lane adjacent to the Development Site to accommodate a minimum of 1.8m wide pedestrian footpath and a minimum of 6.5m carriageway kerb to kerb except in areas of transition to accommodate site requirements at 749 – 757 Canterbury Road, Belmore as shown in Schedule 4; and

- b) The part of the Development Site along the eastern (Thompson Lane) boundary, measuring 3 metres in depth and a width to accommodate a minimum of 1.8m wide pedestrian footpath and a minimum of 6.5m carriageway kerb to kerb except in areas of transition to accommodate site requirements at 749 – 757 Canterbury Road, Belmore as shown in Schedule 4,

together, the '**Development Contribution**'.

The Development Contribution is to be provided to Council prior to the issue of any Occupation Certificate for the Development.

The Development Contribution will be provided in addition to the section 7.11 development contributions payable with respect to the Proposed Development.

The Planning Agreement is to be registered on the title to the Development Site and the Landowner grants to Council a charge over the Landowner's right, title and interest in the land for which a caveat can be lodged to support that charge.

The Planning Agreement imposes restrictions on the Landowner transferring the Development Site or part of the Development Site or the Developer assigning an interest under the 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 has the following public purposes:

- c) the provision of transport and other infrastructure relating to land.

The Developer and the Council 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.

### **How the Planning Agreement Promotes the Public Interest**

The Planning Agreement promotes the public interest by requiring the Developer to carry out the Road Works for public purposes and dedicate the Dedicated Land to the Council, which will have a public benefit by widening the road reserve within the adjoining Wilson Lane and Thompson Lane, contributing to the local road network that will serve the Development Site.

### **How the Planning Agreement Promotes the Objects of the Act**

The Planning Agreement promotes the objects of the Act by encouraging:

- a) the proper management, development and conservation of natural and artificial resources, including agricultural land, natural areas, forests, minerals, water, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment;
- b) the promotion and co-ordination of the orderly and economic use and development of land; and
- c) the provision of land or public purposes.

### **How the Planning Agreement Promotes the Elements of the *Local Government Act 1993* and the Guiding Principles for Councils**

The Planning Agreement promotes the guiding principles for councils under section 8A of the *Local Government Act 1993* (NSW) by assisting Council to:

- carry out functions in a way that provides the best possible value for residents and ratepayers;
- manage lands and other assets so that current and future local community needs can be met in an affordable way;
- work with others to secure appropriate services for local community needs; and
- manage lands and other assets so that current and future local community needs can be met in an affordable way.

### **Conformity with the capital works program**

The Council's capital works program does not include works forming part of the Development Contribution. However, since section 94 development contributions remain payable as part of the Proposed Development, the Planning Agreement has no negative effect on Council's ability to deliver on its capital works program.

### **Requirements relating to Construction and Occupation Certificates**

The Development Contribution is to be provided to Council prior to the issue of any Occupation Certificate for the Development.