Landcom

New South Wales Land and Housing Corporation on behalf of Department of Housing

Campbelltown City Council

PLANNING AGREEMENT

Parties

Landcom of Level 2, 330 Church Street, Parramatta, New South Wales 2150 (Landcom);

New South Wales Land and Housing Corporation on behalf of Department of Housing of [Drafting Note - Parties. Insert Address] (DOH)

Campbelltown City Council of [Drafting Note - Parties. Insert Address] (CCC)

Background

- A. DOH owns the DOH Land.
- B. CCC owns the CCC Land.
- C. The parties may acquire the Privately Owned Land for the purpose of carrying out the Development.
- D. DOH and CCC have agreed to develop the Land.
- E. Landcom is willing to undertake the Development on behalf of DOH and the Council.
- F. On 23 September 2005 the Minister for Planning declared the Development to be a project to which Part 3A of the Act applies.
- G. On 23 September 2005 DOH made an application to the Minister for Planning for a Concept Approval for the Concept Plan.
- H. On [#] 2005, DOH made an application to CCC for the Rezoning for the purpose of carrying out the Development.
- I. The application for the Rezoning, and the application for the Concept Approval both included an offer by DOH to provide the Public Works if:
 - a. the Concept Approval is granted;

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

- b. the Rezoning occurs; and
- any further Project Approvals or development consents which might be required for each Stage of the Development are granted.
- J. The parties agree that the Public Works are for a public purpose.
- K. The parties anticipate that the Project Approval or development consent for each Stage will contain a condition requiring the provision of the Public Works which the Concept Plan specifies will be provided in that Stage.

Operative provisions

- 1 Definitions and interpretation
 - 1.1 In this Agreement the following definitions apply:

Act means the Environmental Planning and Assessment Act 1979 (NSW).

CCC Land means the land described in Schedule 1 to this Agreement which is noted as being owned by CCC.

Completion in relation to a Stage means the registration of the linen plan for the subdivision of that Stage, and the completion of the construction of any Public Works for which that Stage is the Relevant Stage.

Concept Approval means approval of the Concept Plan granted by the Minister for Planning under Part 3A of the Act.

Concept Plan means the Minto Renewal Project Concept Plan Application, Preliminary Assessment Report prepared by BBC Consulting Planners and Woods Bagot Hughes Trueman, and supporting documents dated September 2005.

dealing, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land.

Development means the Development described in the Concept Plan, including the development of each Stage.

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

development application has the same meaning as in the Act.

development consent has the same meaning as in the Act and, for the purposes of this Agreement, means the first such consent granted to the carrying out of the Development.

DOH Land means the land described in Schedule 1 to this Agreement and which is noted as being owned by DOH.

GST has the same meaning as in the GST Law.

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Land means all of the land described in Schedule 1 to this Agreement.

LEP means draft Campbelltown (Urban Area) Local Environmental Plan 2002 (Amendment No. #), a copy of which is in Schedule 2 to this Agreement.

Party means a party to this agreement, including their successors and assigns.

Privately Owned Land means the land described in Schedule 1, which, at the date of this agreement, is held in private ownership.

Project Approval means an approval required under section 75D of the Act.

Project Completion means the sale or other disposition by the Parties of the whole of the Land and the completion of the Development.

provision, in relation to the making of a development contribution, means provision made under this Agreement.

public facility means a public amenity, a public service, a public facility, public land, public infrastructure, a public road, a public work, or any other thing act, matter or thing that meets a public purpose.

Public Park means those parks listed in Items 1-5 of Schedule 3 or such other parks as are agreed by the Parties to be public parks;

public purpose means any purpose that benefits the public or a section of the public, including a purpose specified in s93F(2) of the Act.

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

Public Works means the contributions of a public nature listed in Schedule 3 to this Agreement.

Regulation means the *Environmental Planning and Assessment Regulation* 2000.

Relevant Stage means in relation to any Public Work, the Stage in Column 2 of the table in Schedule 3 which corresponds to the Public Work noted in Column 1 of that table.

Rezoning means the making of the LEP.

Stage means each of stages 1-8 of the Development described in the Concept Plan.

works means the result of any building, engineering or constructions work in, on, over or under land.

Zone means a zone under the LEP.

- 1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
 - (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
 - (b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
 - (c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
 - (d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
 - (e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or reenactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

- (f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (k) References to the word 'include' or 'including are to be construed without limitation.
- A reference to this Agreement includes the agreement recorded in this Agreement.
- (m) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (n) Any schedules, appendices and attachments form part of this Agreement.

2 Planning agreement under the Act

2.1 The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act and has been entered into voluntarily.

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

3 Further Agreements Relating to this Agreement

- 3.1 The Parties are to enter into such further agreements as are expressly required to be entered into by this Agreement.
- 3.2 The Parties may enter into such other agreements relating to any matter the subject of this Agreement that they consider are necessary or desirable in order to give effect to this Agreement.
- 3.3 An agreement referred to in clause 3.1 or 3.2 is not to be inconsistent with this Agreement.
- 3.4 Without limiting clause 3.1 or 3.2, an agreement may relate to:
 - the particulars of any public facility required by this
 Agreement to be made available by CCC for a public purpose,
 - (b) the location at which a public facility is to be provided by CCC and the time at which and the manner in which it will be made available,
 - (c) the particulars of any work required by this Agreement to be undertaken by the Landcom,
 - (d) the time at which and the manner in which a work is to be handed over to CCC.

4 Application of this Agreement

4.1 This Agreement applies to the Development.

5 Commencement of this Agreement

5.1 This Agreement commences when it is properly executed by both Parties.

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

- 5.2 For the purposes of clause 5.1, this Agreement is properly executed if each Party executes either this Agreement or an identical document. In the latter case, this Agreement is properly executed when the separately executed documents are exchanged between the Parties.
- 6 Application of s94 and s94A of the Act to the Development

For the purposes of s93F(5) of the Act, this Agreement excludes the application of s94 and s94A of the Act to the Development, and to the development of the individual lots created by the Development, provided that those lots are developed in a manner consistent with the Concept Plan.

- 7 Application of s80A of the Act to the Development
 - 7.1 The purpose of this clause is to ensure that the DOH is not required to provide any works for a public purpose, other than as set out in this Agreement.
 - 7.2 If development consent is granted to a development application for any part of the Development subject to a condition imposed under s80A(1) of the Act requiring DOH to carry out work for a public purpose, other than the Public Works, then the parties shall meet to discuss such other appropriate alterations to the Public Works as may be made in order to reduce the estimated value of the Public Works by an amount equal to the value of the work.
 - 7.3 The value of the work for the purposes of clauses 7.2 shall be determined by a quantity surveyor or other suitably qualified person appointed by the parties for that purpose.
- 8 Provision of Public Works under this Agreement
 - 8.1 DOH is not required to provide any of the Public Works under this Agreement unless:
 - 8.1.1 the LEP is made;

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

- 8.1.2 the Concept Approval is granted; and
- 8.1.3 any Project Approval or development consent which is required for the Relevant Stage is granted.
- 8.2 The Public Works are to be provided at the time specified in the Project Approval or development consent for the Relevant Stage.
- 8.3 In the event that the Concept Approval or any other approval required for the Development to proceed is granted subject to conditions which have the effect of adversely affecting the profit which DOH expects to realise if the Development is carried out, then the parties shall meet to discuss what alterations to the Public Works can be made in order to reduce the estimated value of the Public Works by an amount proportionate to the reduction in the anticipated profits.

9 Use of Public Works by CCC

9.1 The Public Works must be used by the Council for the purpose for which they are provided under this Agreement.

10 Payment towards Public Works by CCC

10.1 In the event that CCC collects development contributions pursuant to conditions imposed on development consents for development which will benefit from the Public Works, then CCC must forward those development contributions to Landcom for distribution to the appropriate party.

11 When & How Land is Dedicated

- 11.1 Subject to clause 11.2, the Public Works shall be dedicated to CCC on Completion.
- 11.2 A site audit statement within the meaning of the Contaminated Land

 Management Act 1997, which certifies that the land is suitable for the use to

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

- which it is proposed to be put under the Concept Plan, shall be provided for each parcel of land to be dedicated to CCC prior to its dedication.
- 11.3 Dedication is effected for the purposes of this clause if CCC is given an instrument in registrable form under the *Real Property Act 1900* that is effective to transfer title to the land to CCC when registered.

12 Maintenance of Landscaping

- On Completion of each Stage, a Landscape Maintenance Agreement will be entered into, in relation to each Public Park, between Landcom and CCC so that Landcom will administer the establishment and maintenance of the Public Park for the period from the date of hand over to CCC until the date which is the earlier of:
 - 12.1.1 5 years after the date of the Landscape Maintenance Agreement; and
 - 12.1.2 Project Completion.
- 12.2 If Landcom reasonably considers it appropriate, Landcom can elect to continue under the Landscape Maintenance Agreement pursuant to clause 12.1 for a longer period than that outlined in clause 12.1 but has no obligation to do so.
- 12.3 For the avoidance of doubt the Parties agree that this clause 12 will not merge on completion.

13 Explanatory Note Relating to this Agreement

13.1 The Explanatory Note relating to this Agreement required by clause 25E of the Regulation is Appendix A to this Agreement.

Notations on Certificates Under s149 of the Act

14.1 CCC is not to make a notation under s149(5) of the Act about this Agreement on any certificate under s149(2) of the Act relating to the Land or any adjoining or adjacent land.

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

No Registration of this Agreement

15.1 This Agreement is not to be registered under s93H of the Act.

16 Review of this Agreement

- 16.1 The Parties, acting in good faith and using their best endeavours, agree to review this Agreement if any change of circumstance occurs that materially affects the operation of this Agreement.
- 16.2 For the purposes of clause 16.1, the relevant changes include (but are not limited to) any change to a law that restricts or prohibits or enables CCC or any other planning authority to restrict or prohibit any aspect of the Development.

17 Dispute Resolution

- 17.1 Any dispute between the Parties in connection with the Project must be dealt with in accordance with the provisions of this clause 17.
- 17.2 If:
 - 17.2.1 a Party has given to the other two Parties notice of a dispute in connection with this Agreement; and
 - 17.2.2 the Parties in good faith are unable to settle the dispute within14 days after that notice has been received by the other two Parties,

then the dispute must be referred to the Parties' respective chief executive officers or general managers or other equivalent who must meet and use reasonable endeavours to attempt to resolve the matter by consensus between themselves.

17.3 Failing resolution of the dispute in accordance with clause 17.2 within 14 days after the matter is referred, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales, a copy of

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

- which is attached in Schedule 4, and must request the President of the Law Society (or the President's nominee) to select a mediator.
- 17.4 Failing resolution of the dispute in accordance with clauses 17.2 or 17.3 the dispute shall be resolved in accordance with the disputes resolution mechanisms established in Premier's Memorandum No. 97-26, or such other policies adopted by Government as may apply to Agencies and State Owned Corporations except to the extent that those mechanisms have already been satisfied by complying with the earlier provisions of this clause.
- 17.5 It is noted that if clause 17.4 applies, the Minister for Local Government is the appropriate Minister in respect of CCC.
- 17.6 If the dispute is resolved pursuant to this clause 17 then that resolution shall bind all Parties.

18 Enforcement

- 18.1 This Agreement may be enforced by either Party in any court of competent jurisdiction.
- 18.2 For the avoidance of doubt, nothing in this Agreement prevents:
 - (a) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates,
 - (b) in addition, CCC from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

19 Notices

- 19.1 Service of notices hereunder shall be effected in accordance with the following provisions:
 - (a) notices may be served on any Party by delivering the same by hand or forwarding the same by prepaid registered post to that Party at its address specified in this Agreement, or

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

such alternative address as may from time to time be notified in writing by that Party to the other parties as its address for the purpose of this Agreement;

- (b) service of notices by facsimile or e-mail is not effective;
- (c) subject to paragraph (d) the provisions of the Corporations

 Law shall apply to the service of notices hereunder to the

 extent that such provisions are applicable and are

 consistent with the provisions of this Agreement;
- (d) unless and until the issue of written notice by one Party to all of the other parties changing any of these details, the addresses for service of notices of the parties shall be as follows:

For Landcom:

The Managing Director
Landcom
Level 2, Riverbank Corporate Centre
330 Church Street
PARRAMATTA NSW 2150

For DOH:

[Drafting Note - insert address]

For CCC:

[Drafting Note - insert address]

20 Approvals and consent

20.1 Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

21 Assignment and Dealings

- 21.1 The parties agree not to assign their rights or obligations under this Agreement and not to have any dealing in relation to the Land, unless:
 - (a) The party who is assigning their rights or dealing with the Land has, at no cost to the other parties, first procured the execution by the person with whom it is dealing of all necessary documents in favour of the other parties by which that person agrees to be bound by this Agreement as if they were a Party to this Agreement,
 - (b) if the proposed dealing involves a mortgage, charge or other encumbrance in relation to the party's right, title and interest in the Land, such documents provide for an agreement by the person to the effect that they, and any receiver appointed by them, will not enjoy rights greater than those of that party, and
 - (c) the party is not in breach of this Agreement.

22 Costs

The Parties agree to bear their own costs of preparing, negotiating, executing and stamping this Agreement and any document related to this Agreement.

23 Entire agreement

23.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

24 Further acts

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

24.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

25 Governing law and jurisdiction

25.1 This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

Joint and individual liability and benefits

26.1 Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

No fetter

27.1 Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

28 Representations and warranties

28.1 The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

29 Severability

29.1 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

30 Modification

30.1 No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

31 Waiver

31.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

32 GST

32.1 If any Party reasonably decides that it is liable to pay GST on a supply made to the other Party under this Agreement and the supply was not priced to include GST, then recipient of the supply must pay an additional amount equal to the GST on that supply.

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

Schedule 1

(Clause 1.1)

The Land

[To be completed by Landcom – include schedule]

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing Campbelltown City Council

Schedule 2

(Clause 1.1)

The LEP

[To be completed by Landcom]

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing Campbelltown City Council

Schedule 3

(clause 1.1)

The Public Works

[To be completed by Landcom]

Item No.	Public Work	Stage	Estimated Value
1.	Relocation and reconstruction of Townson Oval (including cricket nets and basketball courts) with full site landscaping works	Stage 4a	\$2.79 million
2.	Reconstruction and embellishment of Redfern Park with full site landscaping works	Stage 2	\$2.5 million
3.	Reconstruction and embellishment of Valley Vista Park with full site landscaping works	Stage 1	\$371,000
4.	Reconstruction and embellishment of Scarborough Park with full site landscaping works	Stage 6b	\$984,200
5.	Reconstruction and embellishment of Kids Park with full site landscaping works	Stage 7	\$472, 400
6.	Reconstruction and embellishment of Kyngmount Reserve	##	##
7.	Provision of a new "multipurpose" Community Facility building	To be agreed	\$1 million
8.	Allocation towards construction of either a new childcare facility or a partial upgrading of the existing Guernsey Avenue Childcare Centre. Should the upgrading option be pursued, a portion of this money would be redirected as additional money towards the provision of the community facility building	##	\$500,000
9.	Half road reconstruction of Eagleview Road along the entire frontage of the	##	\$1.77 million

Landcom

New South Wales Land and Housing Corporation on behalf of Department of Housing Campbelltown City Council

	project		
10.	Full reconstruction of Ben Lomond Road, being the major internal collector road within the site	Stage 1	\$560,000
11.	Provision of a new roundabout at the junction of Ben Lomond Road and Eagleview Road	##	\$250,000
12.	Construction of a new public cycleway along the ridgetop of the project area, adjacent to Eagleview Road	##	\$296,700
13.	Construction of a new local road network within the project area	Each of Stages 1-8, to the extent that the works are located in or required for each stage	\$8.35 million
14.	Lighting across all of the Land is to meet the current Australian Standards, including roads that will not be upgraded	Each of Stages 1-8, to the extent that the works are located in or required for each stage	##
15.	Provision of kerb, gutter, pram ramps and laybacks to all roads across the project area	Each of Stages 1-8, to the extent that the works are located in or required for each stage	\$1.47 million
16.	Construction of a new local stormwater network within the project area	Each of Stages 1-8, to the extent that the works are located in or required for each stage	\$3.4 million
17.	Construction of appropriate trunk drainage detention facilities within the project area	Each of Stages 1-8, to the extent that the works are located in or required for each stage	\$665,000
18.	Provision of street landscaping works (including super advanced trees) to all roads across the project area	Each of Stages 1-8, to the extent that the works are located in or required for each stage	\$1.05 million

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing Campbelltown City Council

Schedule 4

(Clause 1.1)

Law Society of NSW – Mediation Rules

[To be included]

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

_		
	ItIA	n
$\vdash x \vdash (\mid)$	1116	
Execu	นแบ	

Dated: ##

Executed as an Agreement: ##

On behalf of the Council:

The Seal of ## Council was affixed in accordance with a resolution passed at a duly convened meeting held on ## in the presence of:

General Manager

Mayor

On behalf of Landcom:

[## Execution clause for Landcom ##]

On behalf of DOH:

[## Execution clause for DOH ##]

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

Appendix A

Environmental Planning and Assessment Regulation 2000 (Clause 25E)

Explanatory Note

[To be completed upon finalisation of Planning Agreement]

Draft Planning Agreement

Under s93F of the Environmental Planning and Assessment Act 1979

1 Parties

Landcom of Riverbank Corporate Centre, Level 2, 330 Church Street, Parramatta, New South Wales 2150 (Landcom)

New South Wales Land and Housing Corporation on behalf of Department of Housing of [Drafting Note - Parties. Insert Address] (DOH)

Campbelltown City Council of [Drafting Note - Parties. Insert Address] (CCC)

2 Description of Subject Land

[To be completed once description of the Land is included in the Planning Agreement]

3 Description of Proposed Change to Environmental Planning Instrument

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

[To be completed once draft environmental planning instrument is prepared]

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

The objectives of the draft Planning Agreement are to:

- Facilitate the provision of improved social services;
- Enhance community and neighbourhood networks; and
- Improve the road layout, open space and public areas across the site and adjoining areas.

To achieve these objectives, the draft Planning Agreement makes provision for the following types of public facilities and services to meet the demand expected to be generated by residential development which will be permissible on the site, if the draft LEP is made by the Minister for Planning:

- the provision and embellishment of open space;
- the provision of a new community centre;
- the upgrading of a child care centre;
- drainage works; and
- road works (including landscaping) within and adjoining the site.

The effect of the draft Planning Agreement is to require DOH to provide the public services and facilities described in the draft Planning Agreement, in a staged manner, with the facilities and services being provided if and when approval is granted for the subdivision of land, and carrying out of works proposed for each stage of the development.

5 Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement

The planning purpose served by the draft Planning Agreement is to meet the demand for public services and facilities which is expected to be generated by the residential

Landcom
New South Wales Land and Housing Corporation on behalf of Department of Housing
Campbelltown City Council

development which will be made permissible on the site if the draft LEP is made by the Minister for Planning.

6 How the Draft Planning Agreement Promotes the Objects of the Environmental Planning and Assessment Act 1979

The draft Planning Agreement promotes the objects of the Environmental Planning & Assessment Act 1979 by encouraging:

- 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;
- the promotion and co-ordination of the orderly and economic use and development of land,
- · the provision of land for public purposes, and
- the provision and co-ordination of community services and facilities.

It does this by:

- reconfiguring the road layout and providing services across the site to improve community and neighbourhood networks in conjunction with the proposal to improve housing stock;
- ensuring that the provision of services and facilities across the site is carried out in a coordinated and orderly fashion, in conjunction with the redevelopment of the site;
- requiring the dedication of land for public purposes; and
- providing community services and facilities.
- 7 How the Draft Planning Agreement Promotes the Public Interest

The draft Planning Agreement promotes the public interest by ensuring that the public services and facilities which are expected to be required to service residential development on the site are provided in a timely fashion, and without financial input by the CCC.

Landcom

New South Wales Land and Housing Corporation on behalf of Department of Housing

Campbelltown City Council

The draft Planning Agreement ensures that the required public facilities and services will be available prior to the residential development of the site, so that all new residents at the site

can be ensured of having appropriate and desirable services and facilities.

8 For Planning Authorities:

(a) How the Draft planning Agreement Promotes the Elements of the Council's Charter

The draft Planning Agreement promotes the following elements of the Council's Charter

contained in section 8 of the Local Government Act 1993:

• to 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; and

to promote and to provide and plan for the needs of children.

(b) Whether the Draft Planning Agreement Conforms with the Authority's Capital Works

Program

[to be completed by CCC]

9 The Impact of the Draft Planning Agreement on the Public or Any Section of the

Public

The draft Planning Agreement has no adverse impact on the public or any section of the public.

Other Matters

Nil

Dated: ##

Signed on behalf of CCC:

Landcom New South Wales Land and Housing Corporation on behalf of Department of Housing Campbelltown City Council					
General Manager	Mayor				
Signed on behalf of Landcom:					
Witness	Witness				