

**Voluntary Planning Agreement  
Explanatory Note  
146 Newbridge Road, Moorebank**

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# Explanatory Note

## 1. Introduction

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This Explanatory Note has been prepared in accordance with clause 25E of the *Environmental Planning & Assessment Regulation 2000* (NSW).

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 s93F of the *Environmental Planning & Assessment Act 1979* (NSW) (**EPA Act**) for the rezoning of land at Moorebank.

## 1 Parties to the Planning Agreement

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The parties to the Planning Agreement are:

- (1) Liverpool City Council (**Council**).
- (2) Tanlane Pty Limited (**Developer**).

## 2 Description of the Subject Land

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The land to which the Planning Agreement relates is set out in the table below.

Folio Identifier	Location
7/1065574	146 Newbridge Road, Moorebank

## 3 Description of Proposed Change to Environmental Planning Instrument

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The proposed changes to the relevant environmental planning instrument are set out in the table below.

<b>Existing Instrument</b>	<b>Planning</b>	Liverpool Local Environmental Plan 1997
<b>Proposed New Instrument</b>	<b>Planning</b>	Liverpool Local Environmental Plan 2008
<b>Nature of Proposed Changes</b>		Rezoning of land from 1(a) Rural to part B6 Enterprise Corridor, part R3 Medium Density Residential, part RE2 Private Recreation, part RE1 Public Recreation and part SP2 Infrastructure (Drainage)

Council must undertake the public exhibition of both the proposed new planning instrument, the Planning Agreement and this Explanatory Note as part of a statutory process. If the Council receives any comments on the documents after they are exhibited then:

- (1) the proposed new planning instrument may be amended as a result of the comments; and
- (2) if Council officers support amendments as a result of the comments and the developer does not agree to the changes then the matter will be referred to the Council to decide whether to adopt the proposed zones for the site under the new planning instrument or not.

## 4 Summary of objects, nature and effect of the Planning Agreement

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The objective of the Planning Agreement is to ensure the recoupment of costs of infrastructure and service needs, generated by the incoming population resulting from the

Moorebank development. To this end, the offer made by the developer is largely based on the needs identified by

- (1) **Liverpool Directions 2006-2016 (Community Directions)** - Improved access to the Georges River from the City Centre and cleaner, healthier and more widely enjoyed natural areas as places for recreation.
- (2) **Liverpool City Council Management Plan 2007-2008** - Liverpool's natural areas, in particular waterways such as the Georges River system, will be cleaner, healthier and more widely and more responsibly enjoyed as places for recreation; Develop an implementation plan for works to improve the environment quality of the Georges River.
- (3) **Liverpool City Wide Recreation Strategy 2020 (December 2003)** – Develop high quality multipurpose open spaces which incorporate a range of unstructured recreation facilities suitable for all groups in the community; Develop, adopt and implement a shared pathway strategy for the LGA which links with Council's existing local and regional cycleway and footpath network; Develop opportunities for the provision of a range of City-wide open space and recreation facilities which supports Liverpool's role as the major regional centre for South Western Sydney; Implement indicative provision for open space and recreation facilities particularly in new release areas.
- (4) **Social Plan 2006-2008 (July 2006)** - Improving physical access to Council assets and community facilities; Providing accessible footpaths, ramps and amenities; Improve accessibility to sporting and recreational opportunities for families in Liverpool; Rehabilitating park amenities; Developing the concept of "creating a community".
- (5) **Liverpool Contributions Plan 2001 (September 2007)** - Recreation Facilities – including bushland reserves, outdoor passive facilities, outdoor sporting facilities and bike paths (specifically Georges River Parklands); Transport – including various pedestrian and traffic facilities, public transport facilities, frontage to public land uses and sub arterial roads; and Drainage – including natural creek corridors and pipes.
- (6) **NSW Floodplain Development Manual (May 2005)** - Land use planning limits and controls are an essential element in managing flood risk and the most effective way of ensuring future flood risk is managed appropriately.
- (7) **Greater Metropolitan Regional Environmental Plan No 2—Georges River Catchment (February 1999)** – Principle - the environment within the Catchment is to be protected by ensuring that new or expanding urban development areas are developed in accordance with the Metropolitan Strategy and that the requirements of the NSW Floodplain Development Manual; Consideration - whether the proposal will contribute to enhancing both the recreational and environmental amenity within the Catchment.

Further, the developer has also offered contributions towards facilities that otherwise would not normally have been provided under Council's development contributions plan. The intent of this offer is to ensure it meets the needs of the incoming population into the area, as well as the Liverpool Local Government Area.

The agreement between the developer and the Council, the various facilities and their corresponding values, are described in the table below.

<b>Development Contribution</b>	<b>Value</b>
Dedication of embellished River Foreshore Land to Council	\$1,406,900
Restored vegetation in River Foreshore Land (and maintained for 1 year)	\$35,000
Construction of passive recreation facilities on the River	\$20,000

Foreshore Land	
Construction of bike/pedestrian path through River Foreshore Land	\$216,000
Construction and dedication of bike/pedestrian path link to Brickmakers Drive	\$255,000
Dedication of drainage channel	\$275,000
Construction and dedication of road bridge over drainage channel	\$1,286,400
Construction and dedication of pedestrian access to Newbridge Road and pedestrian path along Newbridge Road	\$20,000
Dedication of an easement for maintenance access to River Foreshore Land	Not valued Nil
<b>TOTAL VALUE</b>	<b>\$3,514,300</b>

For further detail on the various facilities and their corresponding values, see annexure A.

## **5 Assessment of the merits of the Planning Agreement**

### **5.1 The planning purposes served by the Planning Agreement**

In accordance with Section 93F(2) of the EPA Act, the Planning Agreement promotes the following public purpose:

- (1) the provision of (or the recoupment of the cost of providing) public amenities or public services,
- (2) the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land,
- (3) the conservation or enhancement of the natural environment.

The planning agreement provides for a reasonable means of achieving provision of those items, by coordinating the dedication of the works or land with the reasonable development of the residential and business zones under the draft Liverpool Local Environmental Plan 2008. The reasonable staging of the provision works and land will ensure that the viability of development is not unduly compromised and also that the remaining development capacity at any point would be sufficient to justify the outstanding items. The Council would have the ability to request the early dedication of the River Foreshore Land, if it were seen to be in the public interest.

### **5.2 How the Planning Agreement promotes the public interest**

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

- (1) Public ownership (as opposed to multiple private land owners) will ensure the proper management, development and conservation of the Georges River as a natural resource and the district drainage channel as an artificial resource for the purpose of promoting the social and economic welfare of the community and a better environment.
- (2) The use of the Georges River Foreshore for public recreation and the maintenance of the existing district drainage channel for that purpose both form an orderly and economic use and development of that land, considering its natural constraints. The

timing of the delivery of land an infrastructure ensures the co-ordination of the orderly and economic use and development of the land within the site.

- (3) The dedication of the Georges River Foreshore, bike path to Brickmakers Drive and drainage channel constitute the provision of land for public purposes, being recreation, transport and drainage.
- (4) The planning agreement makes provision for the co-ordination of community facilities being provided within the site. The planning agreement provides that section 94 contribution levies would also be charged for City wide and regional community services and facilities, which include community facilities such as libraries, museum, arts centre and community centre.
- (5) Public ownership (as opposed to multiple private land owners) of the Georges River Foreshore will ensure the protection of the environment, including the protection and conservation of native animals and plants, including threatened species, populations and ecological communities, and their habitats. The planning agreement also makes provision for the removal of weeds and replanting of vegetation to restore and enhance the natural environment.
- (6) The planning agreement represents ecologically sustainable development, to the extent that urban development is contained to areas outside the Georges River riparian area and flood liable areas; but these areas would be readily accessible to residential housing and provide recreation opportunities for residents. The agreement also relies upon a suitable medium density of housing within reasonable access to public transport and services.
- (7) The planning agreement relies upon a small housing lot size and medium density that would facilitate the provision of more affordable housing types and sizes.
- (8) The contributions in the planning agreement would be delivered by the approval regime under the EP&A Act 1979, which is a responsibility shared by Council and State government.
- (9) The planning agreement will not preclude the public being provided with the opportunity for involvement and participation in development assessment. The public have been provided the opportunity to be involved with the draft LEP and are invited to make comment on this planning agreement, particularly with regard to the public interest.

### **5.3 How the Planning Agreement promotes the elements of Council's charter**

The planning agreement promotes a number of elements of the council's charter under section 8 of the *Local Government Act 1993*, as follows:

- (1) Public ownership (as opposed to multiple private land owners) of the Georges River Foreshore will permit Council to exercise community leadership in the management of riparian/foreshore land.
- (2) The provision of shared bicycle/pedestrian paths under the planning agreement would allow Council to exercise its function to provide transport in a manner that is consistent with ecological sustainable development as well as being popular in European and Asian communities, consistent with the principles of multiculturalism.
- (3) The provision of public recreation space and passive recreation facilities within the Georges River Foreshore provide for the needs of children and families.
- (4) Taking public ownership of the Georges River Foreshore in an embellished and revegetated state will permit Council to the opportunity to properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it will then be responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development.
- (5) The planning agreement provides that Georges River Foreshore land is dedicated in an embellished state, substantially free of weeds and free of contamination that would pose a risk to human health or the environment, having regard for the long term and cumulative effects of Council's decision to take ownership of the land.

- (6) Taking public ownership of the Georges River Foreshore and the district drainage channel under the agreement is consistent with Council's responsibility as the custodian and trustee of public assets which it must then effectively account for and manage.
- (7) The exhibition of the planning agreement facilitates the involvement of members of the public and future users of the facilities, while council staff were involved in the development of the agreement.
- (8) The planning agreement provides recreational and transport facilities for local purposes without the need to raise funds by the imposition of rates, charges or fees. Provision is made under the agreement for the further raising of funds by the fair imposition of Section 94 development contribution charges for City wide and district facilities which would serve the local population.
- (9) This explanatory note is prepared for the purposes of keeping the local community and the State government (and through it, the wider community) informed about its activities.
- (10) The planning agreement makes it clear that Council has a statutory role as consent authority for development and that the agreement is not intended to unlawfully influence the exercise of its regulatory functions, ensuring that it would act consistently and without bias, particularly where an activity of the council is affected.

#### **5.4 Relationship with Council's capital works program**

- (1) The agreement provides for the completion of works by the developer prior to the dedication of land to Council. As such conforms with, or rather has no immediate implication for the Council's capital works program. Should the developer default on the delivery of the works by the required completion date and the Council is required to call on the Bank Guarantee, the Council would then be responsible for the completion of that work, although the timing would be at its discretion.

#### **5.5 Development concept relating to the Planning Agreement**

It is acknowledged that opportunities for urban renewal project such as this site are rare and that care should be taken to maximise the long term benefits from such projects. The agreement allows for the Masterplan being developed for this truly unique waterfront site to move forward. Underpinning, the overall design is the connectivity to the river foreshore and recreational areas which allows for stronger community precincts which will have long term benefits for residents and the general community.

As the project progresses the Developer has indicated that the designs will seek to maximise the available open space and community connectivity through strategic clustering of buildings. In particular, design options are being developed which will enhance view corridors to the Georges River and provide a more open foreshore environment compared with traditional approaches.

The design will encourage sense of community and the use of communal spaces. International research indicates that families are looking to live in communities, in housing that requires less maintenance and which has access to safe, free communal spaces. This is one of the key strategies underpinning the overall project design composition.

In addition, the clustering of the residences will underpin more efficient implementation of ventilation, heating and cooling systems to improve the thermal comfort and energy efficiency of the buildings. This clustering will in fact result in less built surface area and thus less environmental impact in order to accommodate the same number of dwellings. There are also obvious advantages in terms of material efficiency and embodied energy based on the four storey cluster dwellings particularly in respect of shared services and amenities such as car parks.

**Annexure A – Value of the Developer Contribution in the form of Works Pursuant to the Voluntary Planning Agreement**

<b>VALUE OF THE DEVELOPER CONTRIBUTION IN THE FORM OF WORKS PURSUANT TO THE VOLUNTARY PLANNING AGREEMENT</b>		
<b>Item</b>		<b>Amount</b>
Embellishment of River Foreshore Land		\$779,400
River Foreshore Land - Development of a Vegetation Management Plan		\$5,000
River Foreshore Land - Completion of works described in the Vegetation Management Plan		\$30,000
Construction of "Bike/Pedestrian Path" through River Foreshore Land as shown on the plan attached as Annexure 2 and marked as "D".		\$216,000
Construction of Bike/ "Pedestrian Path Link to Brickmakers Drive" as shown on the plan attached as Annexure 2 and marked as "H".		\$255,000
Construction of passive recreation facilities on the River Foreshore Land.		\$20,000
Construction and dedication of road bridge over drainage channel, embankment and road to Brickmakers Drive as shown on the plan attached as Annexure 2 and marked as "F".		\$1,286,400
Construction and dedication of "Pedestrian Access to Newbridge Road" more or less in the position on the plan attached as Annexure 2 marked as "G"..		\$20,000
<b>Total</b>		<b>\$2,611,800</b>

<b>VALUE OF THE DEVELOPER CONTRIBUTION IN THE FORM OF FORESHORE LAND AND DRAINAGE CHANNEL TO BE DEDICATED TO COUNCIL PURSUANT TO THE VOLUNTARY PLANNING AGREEMENT</b>		
<b>Dedication of River Foreshore Land to Council.</b>		
Area m <sup>2</sup>	Estimated value per m <sup>2</sup>	<b>Sub-total</b>
25,100	\$25	\$627,500
<b>Dedication of Drainage Channel as shown on the plan attached as Annexure 2 and marked as "E"</b>		
Area m <sup>2</sup>	Estimated value per m <sup>2</sup>	
11,000	\$25	\$275,000
<b>Total</b>		<b>\$902,500</b>



<b>TOTAL VALUE OF DEVELOPER CONTRIBUTION</b>	
Value of works as per Voluntary Planning Agreement	\$2,611,800
Value of the land dedicated to Council as per Voluntary Planning Agreement	\$902,500
<b>Total</b>	<b>\$3,514,300</b>

<b>SECTION 94 CONTRIBUTION WAIVED BY COUNCIL IN LIEU OF DEVELOPER CONTRIBUTION MADE PURSUANT TO VOLUNTARY PLANNING AGREEMENT</b>	
Total section 94 Contribution per lot - assuming lot size less than 450 m <sup>2</sup> using page 2 of Liverpool Contributions Plan	\$3,849
Contributions payable per lot in respect of "City Wide Facilities" and "Established Areas District Facilities"	\$1,550
Total S94 Contribution per lot waived by council in lieu of Developer contribution made pursuant to Voluntary Planning Agreement	\$2,299
Number of lots	225
<b>Total</b>	<b>\$517,275</b>

<b>TOTAL NET PUBLIC BENEFIT VALUE OF THE DEVELOPER CONTRIBUTION IN THE FORM OF LAND TO BE DEDICATED TO COUNCIL AND WORKS PURSUANT TO THE VOLUNTARY PLANNING AGREEMENT</b>	
Total Value of Developer contribution	\$3,514,300
Section 94 Contributions waived	\$517,275
Total Net Public Benefit	<b>\$2,997,025</b>