

## Explanatory Note

### Draft Voluntary Planning Agreement Planning Proposal (RZ-4/2010) Coopers Paddock and Inglis 'Sales and Stock Yard' proposal, Governor Macquarie Drive, Warwick Farm

#### Introduction

The purpose of this explanatory note is to provide a summary of the exhibited voluntary planning agreement (the "**Planning Agreement**") prepared under Subdivision 2 of Division 6 of Part 4 of the Environmental Planning and Assessment Act 1979 ("**The Act**").

The explanatory note has been prepared jointly by the parties as required by Clause 25E of the Environmental Planning and Assessment Regulation 2000.

#### Parties to the Draft Planning Agreement

The parties to the Planning Agreement are the Australian Turf Club ("**Developer**") and Liverpool City Council ("**Council**").

The Developer has made an offer to enter into the Planning Agreement with Council in connection with a Planning Proposal which affects land within the suburb of Warwick Farm.

#### Description of Subject Land

The Planning Agreement applies to the whole of the land contained within the Certificate of Title Folio Identifiers:

- Lot 1 in DP 581034;
- Lot 2 in DP 581034;
- Lot 3 in DP 581034; and
- Lot 1 in DP 970591.

The subject land is currently zoned RE2 Private Recreation and RE1 Public Recreation.

#### Description of the Planning Proposal

As a result of the lodgement of a rezoning application by the Australian Turf Club, Liverpool City Council has prepared a draft local environmental plan for land south of Governor Macquarie Drive, Warwick Farm, known as Coopers Paddock. Specifically the proposal is to rezone Coopers Paddock to RE1 Public Recreation, E2 Environment Conservation and IN1 General Industrial.

The proposal also seeks to amend the Liverpool LEP 2008 by adding 'sales and stock yard' as permissible development in the RE2 Private Recreation. The proponent and Inglis seek to develop part of the Warwick Farm Racecourse precinct for this purpose.

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

The Development and Council acknowledge that the proposed amendments to the Liverpool LEP 2008 will likely result in the need for infrastructure upgrades and improvements to the environment including an the expanded and reconfigured road network, shared pedestrian and cycle pathways, regeneration of valuable vegetation. These works do not conform with any applicable Council capital works program.

Further the Developer also seeks to dedicate land to Council free of cost to ensure infrastructure and environmentally valuable areas are in the care and control of Council and used or applied towards a public purpose.

The above obligation of the Developer will be triggered if rezoning of the application is approved.

### **Assessment of the Merits of the Draft Planning Agreement**

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

- (a) the provision of public amenities or public services;
- (b) the provision of infrastructure relating to land; and
- (c) 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 land, remediation of land and completion of traffic improvements at an appropriate time during the redevelopment of the subject land. 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.

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

In accordance with the objects of The Act, the Planning Agreement will promote the public interest in the following manner:

- (1) Public ownership (as opposed to a private land owner) will ensure the proper management and conservation of the Georges River Corridor lands.
- (2) The use of the open space along Georges River for public recreation, 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 open space and environmental conservation land constitutes the provision of land for public purposes.
- (4) Public ownership (as opposed to private land owner) of the environment conservation will ensure the protection of the environment, including the protection and conservation of fauna including threatened species. The Planning Agreement also makes provision for the removal of weeds, regenerating existing vegetation and replanting of vegetation to restore and enhance the natural environment.
- (5) The Planning Agreement intends to include all the items in which the developer is required to dedicate land free of cost.
- (6) 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 now invited to make comment on this Planning Agreement, particularly with regard to the public interest.
- (7) The Planning Agreement provides for the reconstruction of part of the Governor Macquarie Drive.
- (8) The Planning Agreement provides for the construction of shared bike and pedestrian paths.

- (9) The Planning Agreement provides for the likely dedication of appropriate land to the Roads and Traffic Authority for future road improvements.

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

The Planning Agreement will continue to promote 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 a private land owner) of the Georges River foreshore land will permit Council to exercise community leadership in the management of riparian 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.
- (3) Taking public ownership of the Georges River foreshore with a management plan in place will permit Council to properly 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.
- (4) The Planning Agreement provides that land along Georges River is dedicated and embellished by the Developer, 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.
- (5) Taking public ownership of the land adjacent to Georges River 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.
- (6) The exhibition of the Planning Agreement facilitates the involvement of members of the public.
- (7) 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.
- (8) 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.
- (9) 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.

### **Interpretation of the Planning Agreement**

This explanatory note is not to be used to assist in construing the Planning Agreement.

END.