

Explanatory Note

Draft Anvil Creek Project Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

Parties

Greta Estates Pty Limited ACN 073 541 545
of 12 Woodside Avenue, BURWOOD NSW 2134 (**Developer**)

Cessnock City Council ABN 60 919 148 928
of Administrative Building 62-78 Vincent Street, Cessnock NSW 2325 (**Council**)

Description of Subject Land

Lots 1-6 of DP 1036942, Lots 263-264 of DP 755211 (411.35 hectares) (11.5 hectares)

Description of the Development to which the Planning Agreement relates

The Development is the proposed redevelopment of the former army migrant camp at Greta to be carried out in stages in accordance with development consents (as modified from time to time) in respect of the Stage 1 Development Application and future development applications.

Stage 1 Development Application

The Stage 1 Development Application is a staged development application within the meaning of section 80(4) of the *Environmental Planning & Assessment Act 1979* for:

- A. 'superlot' subdivision of the Land into 11 lots and construction (rehabilitation for temporary use) of part of the main spine road.
- B. the 'in-principle' use of the site generally in accordance with the Masterplan accompanying the Development Application. The proposed uses include:
 - an 18 hole international standard golf course designed by Graham Marsh, comprising an area of around 110 ha;
 - a golf clubhouse/hotel building comprising 3300sqm of floor area (if developed over 1 level) including up to 150 hotel rooms;
 - up to 85 detached and attached tourist accommodation buildings;
 - permanent residential development of up to 1364 dwellings comprised of 276 detached houses; 217 villas, 515 townhouses and 356 duplex apartments;
 - a 'Gateway' retail area adjacent to the new freeway interchange aimed at servicing tourists and promoting tourism in the region and providing up to 7,550sqm of floor space and 1,200sqm of outdoor eating area (if developed over 1 level);
 - an education precinct providing up to 15,700sqm of floor space (if developed over 1 level) and associated sporting fields and facilities;

- a commercial vineyard of around 20 ha;
- a village centre with up to 2,100sqm of floor space (if developed over 1 level) including a mix of uses to serve residents and visitors to the site. Uses envisaged include a general store, café and community centre with catering facility to service the use of the adjacent oval for sporting and community events;
- an extensive network of public and private open space (around 160ha) with a further 110 ha of golf course. The open space incorporates remnants of the former Army and Migrant camp, substantial areas of existing vegetation and bushfire asset protection zones;
- Infrastructure including a road, pedestrian and cycle network, noise barriers, stormwater management and essential services.

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

The objective of the Planning Agreement is to require public benefits including land dedication, embellishment works, and monetary contributions to be provided in conjunction with the carrying out of the Development to meet the facilities needed by the additional population generated by the Development and also additional public facilities.

Amongst other things, the obligations of the Developer under the Planning Agreement do not operate unless development consent is given to the Stage 1 Development Application subject to a condition requiring the Planning Agreement to be entered into.

The Planning Agreement also makes provision for:

- (a) further agreements to give effect to the agreement (cl4);
- (b) the exclusion of the application of s94 and s94A to the Development (having regard to the contributions proposed under the agreement (cl5);
- (c) the Developer's contributions under the agreement to be reduced if Council imposes conditions requiring works for a public purpose other than the Agreed Additional Works specified in Schedule 4 (cl6);
- (d) the indexation of the contributions in Schedule 3 (cl7);
- (e) Council to apply the Developer's contributions under the agreement in a manner that best meets the demand by the Development. The Council may pool contributions and progressively apply those funds towards the provision of the Public Facilities mentioned in the Agreement. If the Council decides that a Public Facility is no longer appropriate, Council may apply monetary Development Contributions towards the provision of other facilities within the locality of Greta and within a reasonable distance as agreed between the parties of the multi-purpose function centre located at 1 Water Street, Greta (cl8);
- (f) the handover of work and rectification of defects (cl11, 12 and 13)
- (g) indemnification of the Council in relation to the carrying out of Works and the Developer's obligations under the Agreement (cl14);
- (h) Insurance to be kept current by the Developer (cl14);

- (i) the management of the Heritage Park and the administration of commemorative plaques for ex-migrants by the Developer for a period of 10 years after handover of Heritage Park (cl15);
- (j) provision by the Developer of a bond or bank guarantee in respect of the Development Contributions to be made under the Agreement (cl16);
- (k) the agreement be registered on title (cl18);
- (l) restriction on development inconsistent with the Development on the Land without the consent of the Council (cl19);
- (m) notification to the Council of the sale of the Land by the Developer (cl20);
- (n) review of the Agreement and any related agreements under cl4 at least every 3 years (cl21);
- (o) dispute resolution (cl22);
- (p) the Developer to pay the Council's reasonable costs (cl25).

Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement and whether it provides for a reasonable means of achieving that purpose

The proposed agreement provides a mechanism to ensure that facilities needed by the additional population generated by the Development and other facilities required for all residents are provided and/or funded. The agreement is a reasonable means for achieving that purpose providing as it does flexibility, security and certainty at concept stage.

How the Draft Planning Agreement Promotes the Public Interest & One or More of the Objects of the Environmental Planning and Assessment Act 1979

The draft agreement will promote the public interest by ensuring that facilities needed by the additional population generated by the development and other facilities required for all residents are able to be provided and/or funded.

The draft planning agreement will promote the objects of the *Environmental Planning and Assessment Act, 1979* through:

- facilitation of the orderly and efficient use of the land;
- dedication of land for a public purpose; and
- contributions for the provision of community facilities and infrastructure.

How the Draft Planning Agreement Promotes One Or More Elements of the Council's Charter

The draft planning agreement promotes the following elements of the Council's Charter under s8(1) of the *Local Government Act 1993*:

The draft planning agreement, being a mechanism to deliver the provision of infrastructure and community facilities, promotes the following points as stated in Council's Charter:

- 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;
- to exercise its functions in a manner that is consistent with and actively promotes the principles of multiculturalism;
- to properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible;
- to bear in mind that it is the custodian and trustee of public assets and to effectively account for and manage the assets for which it is responsible; and
- to raise funds for local purposes by the fair imposition of rates, charges and fees, by income earned from investments and, when appropriate, by borrowings and grants.

Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program

The agreement provides for the completion of works by the developer and the dedication of land to Council.

The contributions to be paid by the developer, as set out in Schedule 2 of the Planning Agreement, are based on a work program for each of the respective services and facilities.

Should the developer default on the delivery of the works 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.