

## **Planning Agreement**

### **Explanatory Note**

**190-220 Dunmore Street, Pendle Hill**

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# Planning Agreement

## Explanatory Note

### 190-220 Dunmore Street, Pendle Hill

#### 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 section 93F of the *Environmental Planning & Assessment Act 1979* (NSW) (**EPA Act**).

#### 1 Parties to the Planning Agreement

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The parties to the Planning Agreement are as follows:

- (1) Cumberland Council (**Council**).
- (2) J.S.T. (NSW) 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
Lot 1 in Deposited Plan 735207	190-220 Dunmore Street, Pendle Hill NSW 2145 (known as the Bonds Spinning Mills Site)

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

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The Developer is seeking a rezoning of the relevant land so as to permit the carrying out of residential and commercial development on the subject land, and has offered to make the development contributions set out in the planning agreement if the land is rezoned, and if and when the land is developed.

The offer made by the Developer as set out in the Planning Agreement is largely based on the needs identified by:

- (1) Holroyd Local Environmental Plan 2013;
- (2) Holroyd City Council's Residential Development Strategy;
- (3) Holroyd City Council's Community Strategic Plan; and
- (4) Holroyd City Council's Section 94 Contributions Plan 2013 (**Contributions Plan**).

The intent of the Planning Agreement is to ensure that public benefits in the form of the dedication of land, and carrying out of works, for public purposes is provided by the Developer.

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The contributions to be provided by the Developer under the Planning Agreement are described in the table below.

Council proposes to separately require the Developer to provide monetary contributions towards the provision or improvement of local roads and intersections in accordance with Council's Contributions Plan (although the proposed Planning Agreement partly excludes the operation of s94 of the EPA Act with respect to the Development as set out in the Planning Agreement).

<b>Description of Contributions</b>
<b>Public Park</b>  Dedication of approximately 5,500 square metres of the subject land free-of-cost to Council to be used for a public park, and embellishment of the public park by the Developer.
<b>Public Roads and Linkages</b>  Dedication of approximately 6,800 square metres of the subject land free-of-cost to Council to be used for public roads and linkages, and embellishment of the public roads and linkages by the Developer.
<b>Community Hub Space</b>  If required by Council, dedication of a minimum of 180 square metres of one of the retained heritage buildings on the subject land free-of-cost to Council for the purposes of creative, cultural, and community-orientated uses, and fit out of the community hub space by the Developer.
<b>Public Pocket Parks and Dance Hall Garden</b>  Making available to the public approximately 8,700 square metres of the subject land for the purposes of public pocket parks and a dance hall garden, and embellishment of the public pocket parks and dance hall garden by the Developer.
<b>Marketplace Plaza and Entry Boulevard</b>  Making available to the public approximately 6,700 square metres of the subject land for the purposes of a marketplace plaza and entry boulevard, and embellishment of the marketplace plaza and entry boulevard by the Developer.
<b>Heritage Conservation Works</b>  Completion of heritage conservation works by the Developer to retained heritage buildings that will be made publicly accessible (in part) on the subject land.

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

### **4.1 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 public amenities and public services;
- (2) the provision of transport or other infrastructure relating to land;

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- (3) the funding of recurrent expenditure relating to the provision of public amenities or public services; and
  - (4) the monitoring of the planning impacts of development of the Land.

#### **4.2 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) the proper management, development and conservation of land for the purposes of promoting the social and economic welfare of the community and a better environment;
- (2) the promotion and co-ordination of the orderly and economic use and development of land;
- (3) the provision of land for public purposes;
- (4) the provision and co-ordination of community services and facilities; and
- (5) 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 development assessment and are invited to make comment on the Planning Agreement, particularly with regard to the public interest.

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

The Planning Agreement promotes a number of elements of Council's Charter under section 8 of the *Local Government Act 1993* (NSW), as follows:

- (1) the exhibition of the Planning Agreement facilitates the involvement of members of the public, while council staff were involved in the development of the Planning Agreement;
  - (2) 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; and
  - (3) the Planning Agreement makes it clear that Council has a statutory role as consent authority for development and that the Planning Agreement is not intended to unlawfully influence the exercise of its regulatory functions, ensuring that Council will act consistently and without bias, particularly where an activity of the Council is affected.
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