

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

EXPLANATORY NOTE WEST STREET GRETA

1. Introduction

This Explanatory Note provides a plain English summary to support the exhibition of a proposed draft planning agreement (the **Planning Agreement**) prepared under section 93F of the *Environmental Planning and Assessment Act 1979* (the **Act**).

This Explanatory Note relates to the Planning Agreement proposed to be entered into by the parties described below in respect of land at West Street Greta, in the Local Government Area of Cessnock.

2. Parties to the Planning Agreement

The parties to the Planning Agreement are the Minister administering the *National Parks and Wildlife Act 1974* (the **Minister**), Cessnock City Council (the **Council**), Hardie Greta Pty Limited ACN 108 802 786 and Biodiversity Land Pty Ltd ACN 114 441 075 (the **Landowner**).

This Explanatory Note has been prepared jointly by the parties as required by clause 25E of the *Environmental Planning & Assessment Regulation 2000*.

The Landowner has made an offer to enter into the Planning Agreement with the Minister and the Council in connection with a proposed amendment to the *Cessnock Local Environmental Plan 2011* (the **LEP**) in order to facilitate residential and other ancillary development on the land described in paragraph 3 below.

3. Description of Subject Land

The Planning Agreement applies to the following land at Greta owned by the Landowners:

- (a) Lot 2 DP808354,
- (b) Lot 2 DP1151267,
- (c) Lot 9 DP753817,
- (d) Lot 102 DP753817,
- (e) Lot 207 DP753817,

(the **Land**).

The Land is shown on the plan attached as 'Annexure A' to the Planning Agreement.

4. Description of the Development / change to environmental planning instrument

The Landowner proposes to develop part of the Land for the purpose of residential and other ancillary development, such as the necessary local roads and other infrastructure (the **Proposed Development**).

In order to facilitate the Proposed Development, the Landowner has sought an amendment to the LEP. If the amendment to the LEP is made, the Landowner intends to lodge with the Council a development application for the Proposed Development.

Part of the Land is proposed to be zoned E2 Environmental Conservation for environmental conservation purposes (the **Onsite Environmental Land**). The Landowner also proposes to transfer Lot 9 DP753817, Lot 102 DP753817 and Lot 207 DP753817 at Jerry's Plains (the **Offsite Environmental Land**) to the Minister under the Planning Agreement to further mitigate and offset the likely impacts on biodiversity from urban development on part of the Land.

5. Summary of Objectives, Nature and Effect of the Planning Agreement

The objectives of the Planning Agreement are to secure the provision of development contributions to ensure that the Proposed Development occurs in a way that is consistent with the principles of ecologically sustainable development, Lower Hunter Regional Strategy, Lower Hunter Conservation Plan, and studies and investigations undertaken as part of the preparation of the planning proposal to amend the LEP in respect of the Land.

To achieve these objectives, the Planning Agreement commits the Landowner to provide the following development contributions to the Minister and to the Council to offset the potential biodiversity impacts of the Proposed Development:

- (a) a monetary contribution of \$26,000 to be paid to the Minister and applied by the Minister towards (but not limited to) costs associated with the reservation of the Offsite Environmental Land under the *National Parks and Wildlife Act 1974* (**NPW Act**) (the **Environmental Contribution**);
- (b) dedication and transfer of 297 hectares of land comprising the Offsite Environmental Land to the Minister (the **Offsite Environmental Land Contribution**) for reservation under the NPW Act; and
- (c) the on-going protection and management for conservation purposes of approximately 7.7 hectares forming part of the Land, being the Onsite Environmental Land (the **Onsite Environmental Land Contribution**). The Onsite Environmental Land will be managed under a Vegetation Management Plan and the Landowner is required to register a Positive Covenant in favour of the Council on the Onsite Environmental Land incorporating the Vegetation Management Plan,

(the **Development Contributions**).

The Planning Agreement contains other provisions relating to the provision of the Development Contributions by the Landowner and contains a schedule (being Schedule 4) which sets out the timing for provision of the Development Contributions.

The Planning Agreement does not exclude the application of sections 94, 94A or 94EF of the Act to the Proposed Development.

6. Restriction on issue of construction, occupation or subdivision certificate

No construction certificate may be issued for any part of the Proposed Development until the Development Contributions have been made.

7. Assessment of the Merits of the Planning Agreement

7.1 How the Planning Agreement promotes the objects of the Act

The Development Contributions required by the Planning Agreement are consistent with and promote the objects in section 5 of the Act.

In particular, the Onsite Environmental Land Contribution and Offsite Environmental Land Contribution promote:

- (a) Section 5(a)(i) -"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";
- (b) Section 5(a)(iv) -"the provision of land for public purposes";
- (c) Section 5(a)(vi) -"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"; and
- (d) Section 5(a)(vii) -"ecologically sustainable development"

7.2 How the Planning Agreement promotes the Council's Charter under the Local Government Act

The proposed Planning Agreement promotes the following elements of the council's charter under clause 8 of the *Local Government Act 1993*:

- (a) To exercise community leadership;
- (b) To properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development; and
- (c) To engage in long-term strategic planning on behalf of the local community.

7.3 The planning purposes served by the Planning Agreement

The planning purposes that are served by the Planning Agreement are, amongst other things, the:

- (a) Protection, restoration and management in perpetuity of land of high ecological and wildlife corridor value, by ensuring transfer of the Offsite Environmental Land to the Minister and the management of the Onsite Environmental Land through a Vegetation Management Plan in perpetuity; and
- (b) Siting of urban development to minimise impacts on the natural environment.

The Parties consider that the Planning Agreement provides an appropriate means of achieving these planning purposes in relation to the Land.

7.4 How the Planning Agreement promotes the public interest

The Planning Agreement promotes the public interest by committing the Landowner to make the Development Contributions that are intended to positively serve the economic and social wellbeing of the community, and which maintain the ecological integrity of the natural environment. The Development Contributions will provide a benefit to the community by securing the protection and management of the natural environment.

8. Interpretation of Planning Agreement

This Explanatory Note is not to be used to assist in construing the Planning Agreement.

9. Further information

Copies of the Planning Agreement are available on the Cessnock City council website, and at the

offices of Cessnock City Council, Vincent Street, Cessnock, and the Office of Environment and Heritage, 117 Bull Street, Newcastle West.

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