

## Appendix (Explanatory Note)

Environmental Planning and Assessment Regulation 2021

(clause 205)

### Explanatory Note: Proposed Planning Agreement

Under section 7.4 of the *Environmental Planning and Assessment Act 1979*

#### 1. Parties

##### Bayside Council

ABN 80 690 785 443 of 444 - 446 Princes Highway, ROCKDALE NSW 2216

(Council)

and

Iglu No. 211 Pty Ltd ACN 632 562 657

(Owner/Developer)

#### 2. Description of the Land to which the proposed Planning Agreement applies

- (a) Lot 2 in DP 547700 (known as 13B Church Avenue, Mascot NSW 2020), Lot 8 in DP 939729 (known as 6 John Street, Mascot NSW 2020) and Lot 9 in DP 939729 (known as 8 John Street, Mascot NSW 2020) (**Land**)
- (b) The Owner/Developer is the owner of the Land.

#### 3. Description of the Development

- (a) *Demolition of existing structures and construction of a building for student accommodation ranging between seven (7) to twelve (12) storeys in height, and including four hundred and thirty-five (435) bedrooms and associated landscaping* (**Development**).

#### 4. Summary of objectives, nature and effect of the proposed Planning Agreement

##### 4.1 Objectives of proposed Planning Agreement

- (a) The objectives of the proposed Planning Agreement are to:
  - Provide Development Contributions for the benefit of the public in the form of the payment by the Owner/Developer to Council of a monetary contribution in the sum of \$5,800,000.00
  - Achieve the provision of this Development Contribution with greater certainty, less risk and less cost to Council.

##### 4.2 Nature of proposed Planning Agreement

- (a) The Planning Agreement is a planning agreement under section 7.4 of the *Environmental Planning and Assessment Act 1979* (**Act**). The Planning Agreement is a voluntary agreement under which the Development Contribution (as defined in clause 1.1 of the Planning Agreement) are made by the Owner/Developer for public purposes (as defined in section 7.4(2) of the Act).

#### **4.3 Effect of proposed Planning Agreement**

The Planning Agreement:

- (a) Provides for the payment of a monetary contribution by the Owner/Developer to Council in the sum of \$5,800,000.00
- (b) Achieves the provision of this Development Contribution with greater certainty, less risk and less cost to Council.

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

##### **5.1 The Public Purposes served by the proposed Planning Agreement**

- 5.2 The proposed Planning Agreement promotes the provision of and recoupment of the cost of providing public amenities and public services, in this case public amenities and public services relating to open space and/ or recreation in the Mascot Station Precinct<sup>2</sup>.

##### **5.3 How the proposed Planning Agreement promotes the Public Interest and the objects of the Act**

- (a) The Planning Agreement promotes the public interest and the objects of the Act as set out in section 1.3 the Act, including:
  - (i) to promote the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources,
  - (ii) to promote the orderly and economic use and development of land,
  - (iii) to promote good design and amenity of the built environment.
- (b) The Planning Agreement promotes the provision of and recoupment of the cost of providing public amenities and public services, in this case public amenities and public services relating to open space and/ or recreation in the Mascot Station Precinct.

##### **5.4 How the proposed Planning Agreement promotes the Elements of the Council's Charter**

The proposed Planning Agreement promotes the elements of the Council's Charter by providing for the ultimate delivery of appropriate infrastructure, public amenities and services for the local community, which enables the Council to carry out its functions in a way that facilitates local communities that are strong, healthy and prosperous.

##### **5.5 How the proposed Planning Agreement promotes the objects (if any) of the Local Government Act 1993**

The proposed Planning Agreement promotes the objects of the *Local Government Act 1993* by allowing Council to provide infrastructure, public amenities and services appropriate to the current and future needs of the local community and the wider public and to improve and develop the resources of the area.

##### **5.6 Whether the proposed Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued**

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<sup>2</sup> A plan showing Mascot Station Precinct is contained at page 90 of Bayside Council (former City of Botany Bay) s 7.11 Development Contributions Plan 2916 Amendment 1 effective 19 June 2018

The proposed Planning Agreement specifies that the Owner/Developer must make the Development Contributions within 28 days of the Date of Operation of the Planning Agreement, within interest payable in the event of non-payment as required, and specifying that no Occupation Certificate in relation to the Development can be issued until the Development Contribution has been paid to Council.

**5.7 Whether the proposed Planning Agreement conforms with the authority's capital works program**

The proposed Planning Agreement conforms to Council's capital works program and, furthermore, will enable the program to be advanced with greater timeliness and certainty while reducing the financial risks to Council in its implementation.

**6. Further Information**

**6.1 Interpretation**

Note: This explanatory note is a summary only of the proposed Planning Agreement, is not to be relied upon as a complete description of the proposed Planning Agreement, and is not to be used as an aid in construing the proposed Planning Agreement.

**6.2 Further Information**

Copies of the proposed Planning Agreement are available on the Council website, and at the offices of Council.