

Explanatory Note

Planning Agreement

31-41 Anzac Parade, Kensington (DA/672/2019)

1 Introduction

- (1) The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a proposed Voluntary Planning Agreement (**Planning Agreement**) under s7.4 of the *Environmental Planning and Assessment Act 1979* (NSW) (**Act**).
- (2) This Explanatory Note has been prepared jointly between the parties as required by clause 205 of the *Environmental Planning and Assessment Regulation 2021* (**Regulations**).
- (3) This Explanatory Note is not to be used to assist in construing the Planning Agreement.

2 Parties to the Planning Agreement

The parties to the Planning Agreement are:

- (1) Randwick City Council (ABN 77 362 844 121) (**Council**); and
- (2) 3141 APK Pty Ltd (ABN 14 618 879 637) (**Developer**).

3 Description of the Land to which the Planning Agreement applies

The Planning Agreement applies to the land comprising Lot C Deposited Plan 442199, Lot D Deposited Plan 442199, Lot A Deposited Plan 106671, Lot B Deposited Plan 106671, Lot 1 Deposited Plan 435561 and Lot 2 Deposited Plan 435561 located at 31-41 Anzac Parade, Kensington (**Land**).

4 Description of the Development to which the Planning Agreement applies

The Planning Agreement relates to the development generally described in development application DA/672/2019 (**Development Consent**) consisting of the demolition of the existing structures and construction of shop top housing consisting of 9 storeys, 3 storey basement car parking, 57 apartments and 2 commercial/retail tenancies (**Development**).

5 Summary of Public Benefit, Objectives, Nature and Effect of the Planning Agreement

The Developer is required to provide the following public benefit in accordance with the Planning Agreement:

- (1) Prior to the issue of the first Occupation Certificate in respect of the Development, an **Affordable Housing Levy Monetary Contribution** of \$19,062.20.
- (2) Prior to the issue of the first Occupation Certificate in respect of the Development, a **CIC Monetary Contribution** will be calculated at the time that it is required to be paid in accordance with clause 6.17 of the Randwick Local Environmental Plan 2012, the Kensington and Kingsford Town Centres – Community Infrastructure Contributions Plan and will be calculated using:

- (a) the relevant Community Infrastructure Contribution Rate (being an amount of \$475.00 per square metre as at the date of the Planning Agreement); and
- (b) the area of additional residential floor space within the Development above the maximum building height plane allowable under clause 4.3 of the Randwick Local Environmental Plan determined on the basis of the final design of the Development.

(3) Prior to the issue of the first Occupation Certificate in respect of the Development, the dedication of:

- (a) Unit 107, being a one (1) bedroom unit of the Development comprising an internal area of no less than 60.0 sqm and balcony area of no less than 13.2 sqm as outlined in the plan attached as Annexure 2 to the Planning Agreement.
- (b) Unit 105, being a two (2) bedroom unit of the Development comprising an internal area of no less than 78.0 sqm and balcony area of no less than 11.4 sqm as outlined in the plan attached as Annexure 2 to the Planning Agreement **(Designated Land)**.

(4) Landscape upgrades including Water Sensitive Urban Design along the site boundary of the Land pursuant to item 6 of 'Appendix – Schedule of Community Infrastructure' in the Kensington and Kingsford Town Centres – Community Infrastructure Contributions Plan and determined in accordance with the Location Plan attached as Annexure 1 to the Planning Agreement **(CIC Works)**. Upon Completion of the CIC Works, the amount of the CIC Monetary Contribution is reduced by the GST exclusive cost of the completed CIC Works.

If the parties are not able to agree on the detailed design of the CIC Works, or if the Developer forms the view prior to commencing the CIC Works that the Developer cannot carry out the CIC Works at a reasonable cost, or if the Developer does not within a reasonable timeframe receive an approval under the *Roads Act 1993 (NSW)* to carry out the CIC Works after an application for such an approval is lodged, then the Developer may serve written notice on Council advising that it will no longer undertake the CIC Works, in which case the Developer is required to pay the full amount of the CIC Monetary Contribution.

The **objective** of the Planning Agreement is to provide a material public benefit to be applied towards community infrastructure.

The **nature** of the Planning Agreement is a contractual relationship between the Council and the Developer for providing public benefit.

The **effect** of the Planning Agreement is that the Developer will provide the public benefit in the manner provided for by the Planning Agreement (as applicable).

6 Assessment of the Merits of the Planning Agreement and Impact on the Public

The Planning Agreement promotes:

- (1) the public interest; and
- (2) the objects of the Act.

The Planning Agreement will provide a material public benefit to be applied towards community infrastructure and also provides a benefit by way of monetary contributions, including towards affordable housing.

7 Identification of how the Planning Agreement promotes the public interest

The Planning Agreement supports the public interest in the following ways:

- (1) By facilitating the improvement of public infrastructure to be utilised by the broader community.
- (2) By promoting the social and economic welfare of the community and a better environment.
- (3) By providing increased opportunity for community participation in environmental planning and assessment.
- (4) To promote the orderly and economic use and development of land.
- (5) To promote the delivery and maintenance of affordable housing.

8 How the Planning Agreement promotes the Guiding Principles for Councils

The Planning Agreement promotes a number of the Guiding Principles for Councils under section 8A of the *Local Government Act 1993* (NSW), as follows:

- (1) To plan strategically, using the integrated planning and reporting framework, for the provision of effective and efficient services and regulation to meet the diverse needs of the local community.
- (2) To manage land and other assets so that current and local community needs can be met in an affordable way.
- (3) To act fairly, ethically and without bias in the interests of the local community.
- (4) To recognise diverse local community needs and interests.
- (5) To have regard to the long term and cumulative effects of its decisions on future generations.
- (6) Transparent decision-making and active engagement with local communities, through the use of the integrated planning and reporting framework and other measures.
- (7) Providing strong and effective representation, leadership, planning and decision-making.
- (8) Applying the integrated planning and reporting framework in carrying out functions so as to achieve desired outcomes and continuous improvements.
- (9) Working with others to secure appropriate services for local community needs

9 Identification of whether the Planning Agreement conforms with the Council's local infrastructure delivery plan

The Planning Agreement conforms with Council's local infrastructure delivery plans in meeting the development objectives for the establishment, ongoing management and development of infrastructure on community land, which are consistent with the community expectations for local infrastructure.