

Explanatory Note
Planning Agreement
18-26 Ascot Street, Kensington (DA/717/2018)

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) Perpetual Trustee Company Limited (ACN 000 001 007) (**Developer**).

3 Description of the Land to which the Planning Agreement applies

The Planning Agreement applies to the land comprising Lot 1 Deposited Plan 166466, Lot C Deposited Plan 178926, Lot B Deposited Plan 178926, Lot A Deposited Plan 178926, Lot 2 Deposited Plan 319141 and Lot 6 Deposited Plan 15942 located at 18-26 Ascot Street, 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/717/2018 (**Development Consent**) consisting of lot consolidation, demolition of existing structures, and construction of a 9 storey boarding house comprising 152 beds (sleeping a maximum of 176) across 149 rooms (including 1 manager's residence with private open space), basement parking containing 4 car spaces, 31 motorcycle spaces and 34 bicycle spaces, with communal space on the ground floor, signage, landscaping and associated works (**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.

The Developer will provide:

- (1) a Monetary Contribution to the value of the Contribution Value set out in Item 1 of Part 1 of **Schedule 1** for the payment of section 7.12 contributions;
- (2) a Community Infrastructure Contribution (**CIC**), being:
 - (a) Works as set out in Part 2 of **Schedule 1** (or Monetary Contributions to the value of the Contribution Value as set out in Item 3 of Part 2 of **Schedule 1** for any Works not completed); and

- (b) Monetary Contributions to the value of the Contribution Value as set out in Item 2 of Part 1 of **Schedule 1**; and
- (3) an Affordable Housing Contribution, being a Monetary Contribution to the value of the Contribution Value as set out in Item 4 of Part 1 of **Schedule 1**.

If it becomes apparent during the design process that any of the CIC Works set out in Part 2 of **Schedule 1** are not feasible, cannot be conducted at a reasonable cost by the Developer, or Council requires a superior standard of work beyond the value of the Contribution Value for those Works as set out in Item 3 of Part 1 of **Schedule 1**, then the Developer may elect to provide that Contribution Value as a Monetary Contribution instead. In that regard, Council must use that Monetary Contribution for community infrastructure on any land upon which the Works as set out in Part 2 of Schedule 1 were intended to be carried out.

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 the 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.

Schedule 1: Contributions

Part 1: Contributions

Item	Contributions	Public Purpose	Timing	Contribution Value
1	Section 7.12 Monetary Contribution	Public infrastructure in the Kensington and Kingsford community as provided for under the <i>Section 7.12 Development Contributions Plan: Kensington and Kingsford Town Centres</i> adopted by Council on 10 December 2019.	Prior to the issue of the third Construction Certificate in respect of the Development.	\$601,352.55 as indexed in the same manner as the monetary contribution specified in condition 14 of the Development Consent.
Community Infrastructure Contributions (CIC):				
2	Community Infrastructure Monetary Contribution.	Improvement of local infrastructure and recreation facilities in accordance with the <i>Kensington Town Centres Community Infrastructure Contributions Plan</i> adopted by Council on 10 December 2019.	Payable prior to the issue of the third Construction Certificate in respect of the Development.	\$462,319.13
3	Construction of Ascot Street footpaths and roads (directly adjacent to subject site) shown as 'Area 1' in the Location Plan.	Improvement of local infrastructure and recreation facilities	Payable prior to the issue of an Occupation Certificate in respect of the Development.	\$131,430.87
Affordable Housing Contribution (AHC):				
4	Affordable Housing Levy Contribution	Provision of affordable housing	Prior to the issue of an Occupation Certificate in respect of the Development.	The amount of the contribution is calculated in accordance with Clause 6.18 of the Randwick Local Environmental Plan 2012, the Kensington and Kingsford Town Centres Affordable Housing Plan adopted by the Council on 10 December 2019 and is based on an Affordable Housing Contribution Rate of \$324.38, payable in accordance with the conditions of the Development Consent
TOTAL CONTRIBUTIONS				\$1,195,102.55 (as indexed where applicable) plus any Affordable Housing Levy Contribution

Part 2: Works

Item of Works	Specification	Application of specification and design approval
Construction of a portion of Ascot Street 'Green Grid Links'	<p>All works listed below will be delivered as per the final approved plans and as per Council's standards. The works will include but will not be limited to the following items;</p> <ul style="list-style-type: none"> • Provide new trees as nominated, <ul style="list-style-type: none"> ○ 4 x 400L Lagerstromea Indica ○ 36 x 150mm Dianella revoluta ○ 36 x 300mm Westringia 'mundi' ○ 36 x 200mm Rosmarinus officinalis • Retain and protect existing trees as nominated on approved plans, • Provide soft landscaping zones and irrigation • Incorporation of environmentally sustainable initiatives in line with the Green Star Design and Build requirements as nominated in K2K DCP. 	Yes
Construction of Ascot Street footpaths and roads (directly adjacent to subject site) as 'Area 1' in the Location Plan.	<p>All works listed below will be delivered as per the final approved plans and as per Council's standards. The works will include but will not be limited to the following items;</p> <ul style="list-style-type: none"> • Remove existing pavement finishes and excavate to reduced levels as required, • Relocate and reinstate existing utility service infrastructure as required, • Supply and install gravel paving type P5 including 100mm DGB road base, 50mm coarse washer river sand to engineers' specifications, • Incorporation of environmentally sustainable initiatives in line with the Green Star Design and Build requirements as nominated in K2K DCP. • Construction of proposed new cycleway along Ascot Street, • Integral kerb and gutter in plain concrete • Construction of concrete driveway crossover • Provide public domain lighting to 'Area 1'. 	Yes.
Undergrounding of Ascot Street overhead powerline zones (directly adjacent to subject site) as 'Area 1' in the Location Plan	<p>All works listed below will be delivered as per the final approved plans and as per Council's standards. The works will include but will not be limited to the following items;</p> <ul style="list-style-type: none"> • Underground existing overhead cables fronting Ascot Street directly in front of the subject site. • Undergrounding of HV & LV cables for installation and connection of substation. 	Yes