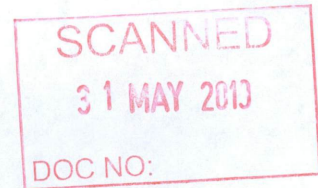


22 May 2019

General Manager
City of Canada Bay Council
Locked Bag 1470
Drummoyne NSW 1470



eloura
holdings

Attention: Karen Lettice

via email: Karen.Lettice@canadabay.nsw.gov.au

Dear Karen

**Proposed Voluntary Planning Agreement between City of Canada Bay Council
and George Concord Pty Ltd relating to PP2018/001**

1 George Concord Pty Ltd has sought the making of plan to amend Canada Bay Local Environmental Plan 2013 to:

- 1.1 rezone the land known and comprised in 176-184 George Street, Concord West, NSW 2138 being AUTO CONSOL 5789-219 and including any land arising from the subdivision of that land from IN1 General Industrial to R3 Medium Density Residential,
- 1.2 increase the maximum building height from 12m to 16m (northern end) and 22m (southern end), and
- 1.3 increase the floor space ratio (FSR) from 1:1 to 1.9:1.

The above planning proposal was prepared by TPG Town Planning and Urban Design and dated 11 January 2018 in order to permit the carrying out of development facilitated by the change on the above land.

2 George Concord Pty Ltd offers to enter into with the Council the attached planning agreement (as executed by George Concord Pty Ltd) under section 7.4 of the Environmental Planning and Assessment Act 1979.

Yours sincerely

ELOURA HOLDINGS PTY LTD

ALEX HARB
Development Manager



lindsaytaylorlawyers

planning • environment • local government

Agreement

176-184 George Street, Concord West

Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

City of Canada Bay Council

George Concord Pty Ltd

May 2019

© Lindsay Taylor Lawyers

lindsaytaylorlawyers

Level 9, Suite 3, 420 George Street, Sydney NSW 2000, Australia

T 02 8235 9700 • **F** 02 8235 9799 • **W** www.lindsaytaylorlawyers.com.au • **E** mail@lindsaytaylorlawyers.com.au

ABN 29 682 671 304

Liability limited by a scheme approved under Professional Standards Legislation

176-184 George Street, Concord West Planning Agreement

Table of Contents

Summary Sheet	4
Parties.....	6
Background.....	6
Operative provisions.....	6
Part 1 - Preliminary	6
1 Interpretation	6
2 Status of this Agreement	10
3 Commencement	10
4 Application of this Agreement.....	10
5 Warranties	10
6 Further Agreements.....	10
7 Surrender of right of appeal, etc.	10
8 Application of s7.11, s7.12 and s7.24 of the Act to the Development	11
Part 2 – Development Contributions	11
9 Provision of Development Contributions Generally	11
10 Affordable Housing	11
11 Identification of Affordable Housing	12
12 Completion	12
13 Notice of Completion prior to Subdivision Certificate	13
14 Notice of Completion prior to Occupation Certificate	13
15 Non-completion of Works	13
16 Transfer of Affordable Housing.....	14
17 Dedication of land.....	14
18 Access to land by Council	15
19 Council's obligations relating to Work.....	15
20 Protection of people, property & utilities	15
21 Defects in the Works.....	15
Part 3 – Dispute Resolution	16
22 Dispute resolution – expert determination	16
23 Dispute Resolution - mediation.....	16
Part 4 - Enforcement.....	17

24	Security for Defects Liability Period	17
25	Application of Security	17
26	Expenditure by Council	17
27	Debt due and owing to Council	18
28	Restriction on issuing of Occupation Certificate	18
29	Provision, Use and Return of Security Generally	18
30	Acquisition of land required to be dedicated	19
31	Enforcement in a court of competent jurisdiction	19
	Part 5 – Registration & Restriction on Dealings	20
32	Registration of this Agreement	20
33	Restriction on dealings	20
	Part 6 – Indemnities & Insurance	21
34	Risk	21
35	Release	21
36	Indemnity	21
37	Insurance	21
	Part 7 – Other Provisions	22
38	Annual report by Developer	22
39	Notices	22
40	Approvals and Consent	23
41	Costs	23
42	Entire Agreement	23
43	Further Acts	24
44	Governing Law and Jurisdiction	24
45	Joint and Individual Liability and Benefits	24
46	No Fetter	24
47	Illegality	24
48	Severability	24
49	Amendment	25
50	Waiver	25
51	GST	25
52	Explanatory Note	26
	Execution	27
	Appendix	28

176-184 George Street, Concord West

Summary Sheet

Council:

Name: City of Canada Bay Council
Address: 1A Marlborough Street, Drummoyne
Telephone: 9911 6555
Email: Council@canadabay.nsw.gov.au
Representative: [Peter Gainsford, General Manager]

Developer:

Name: George Concord Pty Ltd
Address: Rear, 53-57 Cosgrove Road, Strathfield South NSW 2137
Telephone: 02 9642 5666
Facsimile: [02 9742 5905
Email: a.harb@elouraholdings.com.au
Representative: Alex Harb

Land:

See definition of *Land* in clause 1.1.

Development:

See definition of *Development* in clause 1.1.

Development Contributions:

See Clause 9 and Part 2.

Application of s7.11, s7.12 and s7.24 of the Act:

See clause 8.

Security:

See Part 4 and Part 5.

Registration:

See clause 31.

Restriction on dealings:

See clause 32.

Dispute Resolution:

See Part 3.

176-184 George Street, Concord West

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Parties

Canada Bay City Council ABN 79 130 029 350 of 1A Marlborough Street,
Drummoyne (**Council**)

and

George Concord Pty Ltd ABN 30 147 065 941 of Rear, 53-57 Cosgrove
Road, Strathfield South NSW 2137 (**Developer**)

Background

- A The Developer is the registered proprietor of the Land.
- B The Planning Proposal was lodged with the Council on behalf of the Developer.
- C If the Instrument Change occurs, the Developer is willing to make Development Contributions for the purpose of affordable housing in conjunction with the carrying out of the Development, and on the terms and conditions set out in this Agreement.

Operative provisions

Part 1 - Preliminary

1 Interpretation

- 1.1 In this Agreement the following definitions apply:

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Affordable Housing means affordable housing within the meaning of the Act.

Approval includes approval, consent, licence, permission or the like.

Authority means the Commonwealth or New South Wales government, a Minister of the Crown, a government department, a public authority established by or under any Act, a council or county council constituted under the *Local Government Act 1993*, or a person or body exercising functions under any Act including a commission, panel, court, tribunal and the like.



Bank Security means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand issued by:

- (a) one of the following trading banks:
 - (i) Australia and New Zealand Banking Group Limited,
 - (ii) Commonwealth Bank of Australia,
 - (iii) Macquarie Bank Limited,
 - (iv) National Australia Bank Limited,
 - (iv) St George Bank Limited,
 - (v) Westpac Banking Corporation, or
- (b) any other financial institution approved by the Council in its absolute discretion.

Claim includes a claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding or right of action.

Completion means the stage in the construction of Affordable Housing when the Affordable Housing is complete except for minor omissions and minor defects which are non-essential and:

- (a) which do not prevent the Affordable Housing from being reasonably occupied;
- (c) the rectification of which will not prejudice the suitability of the Affordable Housing for occupation.

Construction Certificate has the same meaning as in the Act.

Cost means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

Agreement means this Deed and includes any schedules, annexures and appendices to this Deed.

Defect means anything that adversely affects, or is likely to adversely affect, the appearance, structural integrity, functionality or use or enjoyment of a Work or any part of a Work.

Defects Liability Period for Affordable Housing means the period of 1 year commencing on the day immediately after an Affordable Housing Notice of Completion is issued for the Affordable Housing.

Development means any development (within the meaning of the Act) of the Land which is made permissible by or otherwise facilitated by the Instrument Change.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards a public purpose, but does not include any Security or other benefit or obligation provided by a Party to the Council to secure the enforcement of that Party's obligations under this Agreement for the purposes of s7.4(3)(g) of the Act.



Dispute means a dispute or difference between the Parties under or in relation to this Agreement.

Final Lot means a lot created in the Development for separate residential occupation and disposition but not being for Affordable Housing or a lot of a kind or created for a purpose that is otherwise agreed by the Parties.

Floor Space Ratio has the same meaning as 'floor space ratio' in the LEP.

Gross Floor Area has the same meaning as in the LEP.

GST has the same meaning as in the GST Law.

GST Law has the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Instrument Change means the amendment of *Canada Bay Local Environmental Plan 2013* in accordance with the Planning Proposal as may be modified.

Just Terms Act means the *Land Acquisition (Just Terms Compensation) Act 1991*.

Land means the land known and comprised in 176-184 George Street, Concord West, NSW 2138 being AUTO CONSOL 5789-219 and including any land arising from the subdivision of that land.

LEP means *Canada Bay Local Environmental Plan 2013*.

Maintain, in relation to a Work, means keep in a good state of repair and working order, and includes repair of any damage to the Work.

Occupation Certificate has the same meaning as in the Act.

Party means a party to this Agreement.

Planning Proposal means PP2018/001 to amend the LEP to rezone the Land from IN1 General Industrial to R3 Medium Density Residential, increase the maximum building height from 12m to 16m (northern end) and 22m (southern end), and increase the floor space ratio (FSR) from 1:1 to 1.9:1, as prepared by TPG Town Planning and Urban Design and dated 11 January 2018.

Regulation means the *Environmental Planning and Assessment Regulation 2000*.

Security means a Bank Guarantee or other form of security to the satisfaction of the Council.

Subdivision Certificate has the same meaning as in the Act and includes a strata plan of subdivision.

Uplift means the Gross Floor Area of Development that is in excess of a Floor Space Ratio of 1:1.

Work means the physical result of any building, engineering or construction work in, on, over or under land required in respect of any Development Contribution.

1.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

- 1.2.2 A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- 1.2.3 If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- 1.2.4 A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- 1.2.5 A reference in this Agreement to a \$ value relating to a Development Contribution is a reference to the value exclusive of GST.
- 1.2.6 A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.7 A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- 1.2.8 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- 1.2.9 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 1.2.10 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.11 A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- 1.2.12 References to the word 'include' or 'including' are to be construed without limitation.
- 1.2.13 A reference to this Agreement includes the agreement recorded in this Agreement.
- 1.2.14 A reference to a Party to this Agreement includes a reference to the servants, agents and contractors of the Party, the Party's successors and assigns.
- 1.2.15 A reference to 'dedicate' or 'dedication' in relation to land is a reference to dedicate or dedication free of cost.
- 1.2.16 Any schedules, appendices and attachments form part of this Agreement.
- 1.2.17 Notes appearing in this Agreement are operative provisions of this Agreement.
- 1.2.18 No rule of interpretation against the interests of the party responsible for its drafting applies to the interpretation of this Agreement.

2 Status of this Agreement

- 2.1 This Agreement is a planning agreement within the meaning of s7.4(1) of the Act.

3 Commencement

- 3.1 This Agreement commences and has force and effect on and from the date when the Parties have:
- 3.1.1 both executed the same copy of this Agreement, or
 - 3.1.2 each executed separate counterparts of this Agreement and exchanged the counterparts.
- 3.2 The Parties are to insert the date when this Agreement commences on the front page and on the execution page.

4 Application of this Agreement

- 4.1 This Agreement applies to the Land, the Instrument Change and to the Development.

5 Warranties

- 5.1 The Parties warrant to each other that they:
- 5.1.1 have full capacity to enter into this Agreement, and
 - 5.1.2 are able to fully comply with their obligations under this Agreement.

6 Further Agreements

- 6.1 The Parties may, at any time and from time to time, enter into Agreements relating to the subject-matter of this Agreement that are not inconsistent with this Agreement for the purpose of implementing this Agreement.

7 Surrender of right of appeal, etc.

- 7.1 The Developer is not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Agreement, or an Approval relating to the Development in so far as the subject-matter of the proceedings relates to the operation or validity of this Agreement.

8 Application of s7.11, s7.12 and s7.24 of the Act to the Development

- 8.1 This Agreement does not exclude the application of s7.11 to the Development. Benefits under this Agreement are excluded from consideration under s7.11(6) of the Act.
- 8.2 This Agreement does not exclude the application of s7.12 to the Development.
- 8.3 This Agreement does not exclude the application of s7.24 to the Development.

Part 2 – Development Contributions

9 Provision of Development Contributions Generally

- 9.1 The Developer is to make Development Contributions to the Council in accordance with this Part, any other provision of this Agreement relating to the making of Development Contributions, and otherwise to the satisfaction of the Council.
- 9.2 The Council is to apply each Development Contribution made by the Developer under this Agreement towards the public purpose for which it is made and otherwise in accordance with this Agreement.
- 9.3 Despite clause 9.2, the Council may apply a Development Contribution made under this Agreement towards a public purpose other than the public purpose specified in this Agreement if the Council reasonably considers that the public interest would be better served by applying the Development Contribution towards that other purpose rather than the purpose so specified.

10 Affordable Housing

- 10.1 Subject to clause 10.4, the Developer agrees to include in any Development and transfer to the Council free of cost, the land on which Affordable Housing has been constructed, being Affordable Housing with a Gross Floor Area equivalent to at least 5% of the extent of the Uplift (**Affordable Housing Lot**).
- 10.2 Each Affordable Housing dwelling to be transferred must:
 - 10.2.1 be finished in a similar manner and quality to the other dwellings in the relevant Development excluding any optional upgrade packages which the Developer may make available to purchasers; and
 - 10.2.2 be complete with all services connected and operational and in a manner suitable for its occupation.
- 10.3 As far as reasonably practicable, the Affordable Housing constructed on land to be transferred in relation to the Development is to contain a range of dwelling types as agreed by Council, but for example, the Affordable Housing is not to be all studios.



- 10.4 Notwithstanding clause 10.1, the Gross Floor Area of the Affordable Housing may be reduced below 5%, but only to a minor extent and not more than 50sqm if the Developer pays to the Council the Amount specified in clause 10.5 prior to Completion for the purposes of Affordable Housing.
- 10.5 The Amount for the purpose of this clause shall be:
 - 10.5.1 \$10,206.00 per square metre of the agreed reduction in Gross Floor Area; or
 - 10.5.2 if either party so requires by notice given to the other prior to Completion, the market value per square metre for residential apartment space in the Development per square metre of the agreed reduction in Gross Floor Area, as determined by a suitably qualified and independent valuer agreed by the parties
- 10.6 The party who serves a notice under cl10.5 shall meet the cost of the valuation.
- 10.7 A monetary Development Contribution is made for the purposes of this clause when the Council receives the full amount of the contribution payable in cash or by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council.

11 Identification of Affordable Housing

- 11.1 A Development Application for any Development must include:
 - 11.1.1 clear identification of the location and size of the Affordable Housing to be transferred included on the architectural plans of the Development and as relevant the draft strata plan of subdivision; and
 - 11.1.2 written confirmation that the Affordable Housing will not be sold, or marketed for sale, by the Developer or any of its agents, without the prior written consent of Council.

12 Completion

- 12.1 When, in the opinion of the Developer, Affordable Housing on land required to be transferred has reached Completion, the Developer must notify Council in writing, and must include in that notice a statement from the person with direct responsibility, carriage and supervision of that Work that in their opinion the Affordable Housing:
 - 12.1.1 has reached Completion and meets the requirements for the Affordable Housing in the relevant Development Consent; and
 - 12.1.2 has been furnished in a similar manner and quality to the other apartments in the relevant Development; and
 - 12.1.3 is completed with all services connected and operational and is suitable for occupation; and
- 12.2 Copies of any certification, warranties, maintenance information or other material reasonably required for the ongoing repair, maintenance, or servicing (as the case may be) of any part of the Affordable Housing and at least three (3) sets of the 'as built' drawings or plans of the Affordable Housing, including one set in pdf. electronic format, which must accompany the notice.



- 12.3 The Council must inspect the Affordable Housing within 15 Business Days of receipt of the notification set out in clause 12.1 and must by written notice to the Developer state either:
 - 12.3.1 that Completion has been achieved (**Affordable Housing Notice of Completion**); or
 - 12.3.2 that Completion has not been achieved and if so, identify the Defects or omissions which in the reasonable opinion of Council's impedes Completion.
- 12.4 Nothing in this clause, or in any notice issued under this clause will be construed to reduce or waive in any manner the Developer' responsibility to correct minor Defects or minor omissions, whether or not these are identified by Council under cl12.3.

13 Notice of Completion prior to Subdivision Certificate

- 13.1 The Developer must obtain an Affordable Housing Notice of Completion pursuant to clause 12.3 before the Developer applies for a Subdivision Certificate in respect of a Development which includes the relevant Affordable Housing.
- 13.2 The Developer must submit a copy of the Affordable Housing Notice of Completion together with any application for a Subdivision Certificate in respect of that Development.

14 Notice of Completion prior to Occupation Certificate

- 14.1 The Developer must obtain an Affordable Housing Notice of Completion pursuant to clause 12.3 before the Developer applies for any Occupation Certificate in respect of the Development.
- 14.2 The Developer must submit a copy of the Affordable Housing Notice of Completion together with any application for an Occupation Certificate in respect of that Development.

15 Non-completion of Works

- 15.1 If the Developer does not complete the Affordable Housing in the form and to the standards required under a Development Consent or this Agreement within 2 months of Council's notice provided under clause 12.3.2, the Developer acknowledges that the Council may make an appropriation from the Security to fund the performance of such works to ensure:
 - 15.1.1 the dwellings on the land to be transferred as Affordable Housing satisfy the requirements in the Development Consent;
 - 15.1.2 the said dwellings are furnished in a similar manner and quality to the other dwellings in the Development;
 - 15.1.3 the said dwellings have services connected and operable and the dwellings are suitable for occupation.

16 Transfer of Affordable Housing

- 16.1 The Developer must transfer the land on which the Affordable Housing is located to Council within 42 days after registration of the Subdivision Certificate for the Development.
- 16.2 The Parties acknowledge that the Affordable Housing must be transferred in accordance with clause 16.1 irrespective of whether the Developer has complied with their obligations to Complete the Affordable Housing under clause 12.1
- 16.3 The Developer is required to pay any stamp duty on the transfer, registration fees and Council's reasonable expenses, legal costs and disbursements as transferee.
- 16.4 If the Developer does not transfer the land to Council in accordance with clause 16.1, the Council may give written notice to the Developer of its intention to make an appropriation from the Security for the purpose of taking any action deemed necessary by the Council to acquire affordable housing of a similar size and specification as the relevant Affordable Housing within Council's local government area.
- 16.5 If the land has not been transferred to Council 15 Business Days after the date of the notice in clause 16.4, the Council may make an appropriation from the Security for the purpose disclosed in that notice.

17 Dedication of land

- 17.1 A Development Contribution comprising the transfer of land for Affordable Housing is made for the purposes of this Agreement when the Council is given:
 - 17.1.1 an instrument in registrable form under the *Real Property Act 1900* duly executed by the Developer as transferor that is effective to transfer the title to the land on which the Affordable Housing is situated to the Council when executed by the Council as transferee and registered,
 - 17.1.2 the written consent to the registration of the transfer of any person whose consent is required to that registration, and
 - 17.1.3 a written undertaking from any person holding the certificate of title to the production of the certificate of title for the purposes of registration of the transfer.
- 17.2 The Developer is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 17.3 The Developer is to ensure that land transferred to the Council under this Agreement is free of all encumbrances and affectations (whether registered or unregistered and including without limitation any charge or liability for rates, taxes and charges) except as otherwise agreed in writing by the Council.
- 17.4 If, having used all reasonable endeavours, the Developer cannot ensure that land to be dedicated to the Council under this Agreement is free from all encumbrances and affectations, the Developer may request that Council agree to accept the land subject to those encumbrances and affectations, but the Council may withhold its Agreement in its absolute discretion.

18 Access to land by Council

- 18.1 The Council may enter any land on which Work is being carried out by the Developer under this Agreement in order to inspect, examine or test the Work, or to remedy any breach by the Developer of its obligations under this Agreement relating to the Work.
- 18.2 The Council is to give the Developer prior reasonable notice before it enters land under clause 18.1.

19 Council's obligations relating to Work

- 19.1 The Council is not to unreasonably delay, hinder or otherwise interfere with the performance by the Developer of its obligations under this Agreement, and is to use its reasonable endeavours to ensure third parties unrelated to the Developer do not unreasonably delay, hinder or otherwise interfere with the performance of those obligations.

20 Protection of people, property & utilities

- 20.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the performance of its obligations under this Agreement that:
 - 20.1.1 all necessary measures are taken to protect people and property,
 - 20.1.2 unnecessary interference with the passage of people and vehicles is avoided, and
 - 20.1.3 nuisances and unreasonable noise and disturbances are prevented.
- 20.2 Without limiting clause 20.1, the Developer is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except as authorised in writing by the Council or any relevant Authority.

21 Defects in the Works

- 21.1 If Council notifies the Developer of a Defect in a Work in writing within the Defects Liability Period (**Defect Notice**), then the Developer must remedy that Defect to the reasonable satisfaction of Council, within the period specified within the Defect Notice, such period being reasonable having regard to the nature of the Defect notified in the Defect Notice.

Part 3 – Dispute Resolution

22 Dispute resolution – expert determination

- 22.1 This clause applies to a Dispute between any of the Parties to this Agreement concerning a matter arising in connection with this Agreement that can be determined by an appropriately qualified expert if:
- 22.1.1 the Parties to the Dispute agree that it can be so determined, or
- 22.1.2 the Chief Executive Officer of the professional body that represents persons who appear to have the relevant expertise to determine the Dispute gives a written opinion that the Dispute can be determined by a member of that body.
- 22.2 A Dispute to which this clause applies is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 22.3 If a notice is given under clause 22.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 22.4 If the Dispute is not resolved within a further 28 days, the Dispute is to be referred to the President of the NSW Law Society to appoint an expert for expert determination.
- 22.5 The expert determination is binding on the Parties except in the case of fraud or misfeasance by the expert.
- 22.6 Each Party is to bear its own costs arising from or in connection with the appointment of the expert and the expert determination.
- 22.7 The Parties are to share equally the costs of the President, the expert, and the expert determination.

23 Dispute Resolution - mediation

- 23.1 This clause applies to any Dispute arising in connection with this Agreement other than a Dispute to which clause 22 applies.
- 23.2 Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute.
- 23.3 If a notice is given under clause 23.2, the Parties are to meet within 14 days of the notice in an attempt to resolve the Dispute.
- 23.4 If the Dispute is not resolved within a further 28 days, the Parties are to mediate the Dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and are to request the President of the Law Society to select a mediator.
- 23.5 If the Dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the Dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.
- 23.6 Each Party is to bear its own costs arising from or in connection with the appointment of a mediator and the mediation.

- 23.7 The Parties are to share equally the costs of the President, the mediator, and the mediation.

Part 4 - Enforcement

24 Security for Defects Liability Period

- 24.1 Until the expiration of the relevant Defects Liability Period, Council may retain the Security as security for the performance by the Developer of its obligation under clause 21 and the Developer must make any necessary arrangements to allow that to occur.

25 Application of Security

- 25.1 If the Developer does not rectify any Defect in an Affordable Housing Work notified under clause 21 within the period specified in the Defect Notice served on the Developer, the Council may:
- 25.1.1 rectify the Defect in the Affordable Housing Work; and
 - 25.1.2 make an appropriation from the amount retained from the Security in accordance with clause 24.1 for the costs of and arising from the rectification.
- 25.2 If Council requires access to the Land to rectify any Defect in the Affordable Housing Works under this clause, the Developer grants Council and its contractors a licence for such period as is necessary, or must otherwise ensure that access is available, for Council and its contractors to access the Land to carry out, or procure the carrying out and completion of those rectification works.
- 25.3 The Developer indemnifies and releases the Council against all Claims arising from any act or omission by Council (or any person engaged by it) in connection with Council's rectification of any Defect in the Affordable Housing Work.

26 Expenditure by Council

- 26.1 If Council is required to carry out Affordable Housing Works under clause 15.1 or rectify any Defect under clause 25.1, then Council:
- 26.1.1 is not required to expend more money than is secured by the Security; or
 - 26.1.2 acting reasonably, may expend more money than is secured by the Security in order to deliver the Affordable Housing in accordance with this Agreement.
- 26.2 The Parties acknowledge that Council may in its discretion elect not to:
- 26.2.1 furnish the Affordable Housing in a similar manner and quality to the other units in the Development,
 - 26.2.2 ensure that the Affordable Housing can be achieved for an amount equal to, or less than, the amount secured by the Security.

27 Debt due and owing to Council

- 27.1 If Council expends more money than is secured by the Security in either carrying out or in rectifying any works under clause 15.1 or 25.1, then the amount in excess of the Security will be deemed to be a debt immediately due and owing to Council by the Developer.

28 Restriction on issuing of Occupation Certificate

- 28.1 An Occupation Certificate is not to be issued in respect of any part of the Development unless:
- 28.1.1 a Subdivision Certificate for the Development has been registered, and
- 28.1.2 the principal certifying authority has been provided with written evidence that Council has been given at least 14 Business Days' notice in writing of the registration of the Subdivision Certificate.

Note: The intention of this clause is to provide Council with an opportunity to lodge a caveat over the title of the Affordable Housing under clause 32 following the registration of the Subdivision Certificate and before conveyance of any of the units in the Development.

29 Provision, Use and Return of Security Generally

- 29.1 The Developer must provide Council, before the issue of the first Construction Certificate for Development, one or more Bank Guarantees as Security for the due, prompt and proper observance and performance by the Developer of any its obligations to make Development Contributions under this Agreement.
- 29.2 The Security provided under this Agreement will be in the amount of \$200,000.
- 29.3 The Developer expressly acknowledges and agrees that Council may without limiting any other right under this Agreement make an appropriation from the Security in such amount as Council (acting reasonably) thinks appropriate for reasons including:
- 29.3.1 to carry out and complete Affordable Housing if the Affordable Housing does not reach Completion within 36 months of the date of issue of the Construction Certificate for Development;
- 29.3.2 to enforce the transfer of land for Affordable Housing to Council if the Developer fails to comply with clause 30.1;
- 29.3.3 to take action deemed necessary by Council to acquire other affordable housing in accordance with clauses 16.4 and 16.5 if the Developer does not transfer the Affordable Housing in accordance with clause 30.1 or
- 29.3.4 to cover any expense or liability incurred by Council as a consequence of a breach by the Developer of its obligations under this Agreement.
- 29.4 Subject to clause 24, if the monies secured by the Security have not been expended, then Council is to return the Security to the Developer within 15 Business Days after the Affordable Housing is transferred to Council.
- 29.5 Where the Security is able to be partially released, Council will return that Security to the Developer on receipt of a replacement Security from the Developer for the relevant reduced Security amount.

30 Acquisition of land required to be dedicated

- 30.1 If the Developer does not dedicate the Affordable Housing Lot required to be dedicated under this Agreement at the time at which it is required to be dedicated, the Developer consents to the Council compulsorily acquiring the Affordable Housing Lot for compensation in the amount of \$1 without having to follow the pre-acquisition procedure under the Just Terms Act.
- 30.2 The Council is to only acquire land pursuant to clause 30.1 if it considers it reasonable to do so having regard to the circumstances surrounding the failure by the Developer to dedicate the land required to be dedicated under this Agreement.
- 30.3 Clause 30.1 constitutes a Agreement for the purposes of s30 of the Just Terms Act.
- 30.4 If, as a result of the acquisition referred to in clause 30.1, the Council is required to pay compensation to any person other than the Developer, the Developer is to reimburse the Council that amount, upon a written request being made by the Council, or the Council can call on any Security provided under this Agreement.
- 30.5 The Developer indemnifies and keeps indemnified the Council against all Claims made against the Council as a result of any acquisition by the Council of the whole or any part of an Affordable Housing Lot concerned except if, and to the extent that, the Claim arises because of the Council's negligence or default.
- 30.6 The Developer is to promptly do all things necessary, and consents to the Council doing all things necessary, to give effect to this clause 30, including without limitation:
 - 30.6.1 signing any documents or forms,
 - 30.6.2 giving land owner's consent for lodgement of any Development Application,
 - 30.6.3 producing certificates of title to the Registrar-General under the *Real Property Act 1900*, and
 - 30.6.4 paying the Council's costs arising under this clause 30.

31 Enforcement in a court of competent jurisdiction

- 31.1 Without limiting any other provision of this Agreement, the Parties may enforce this Agreement in any court of competent jurisdiction.
- 31.2 For the avoidance of doubt, nothing in this Agreement prevents:
 - 31.2.1 a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates, or
 - 31.2.2 the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

Part 5 – Registration & Restriction on Dealings

32 Registration of this Agreement

- 32.1 The Parties agree to register this Agreement for the purposes of s7.6(1) of the Act.
- 32.2 Not later than 10 days after the commencement of this Agreement, the Developer is to deliver to the Council in registrable form:
 - 32.2.1 an instrument requesting registration of this Agreement on the title to the Land duly executed by the Developer, and
 - 32.2.2 the written irrevocable consent of each person referred to in s7.6(1) of the Act to that registration.
- 32.3 The Developer is to do such other things as are reasonably necessary to enable registration of this Agreement to occur.
- 32.4 The Parties are to do such things as are reasonably necessary to remove any notation relating to this Agreement from the title to the Land:
 - 32.4.1 in so far as the part of the Land concerned is a Final Lot,
 - 32.4.2 in relation to any other part of the Land, once the Developer has completed its obligations under this Agreement to the reasonable satisfaction of the Council or this Agreement is terminated or otherwise comes to an end for any other reason.
- 32.5 The Developer acknowledges that the rights under this Agreement give Council a caveatable interest in the Land and following registration of a Subdivision Certificate for the Development, on the land comprising the Affordable Housing..
- 32.6 A caveat lodged by Council in accordance with this clause 31 must not prevent or prohibit the lodgement of any instrument dealing or matter required for the registration of any mortgage, Subdivision Certificate, easement, covenant, right of way or deposited plan relating to the Development. The Land Owners must not lodge a lapsing notice or take any action to obtain or seek a withdrawal or removal of the caveat, unless:
 - 32.6.1 the Land Owners' obligations under this Agreement have been satisfied; or
 - 32.6.2 this Agreement has otherwise come to an end.
- 32.7 If Council lodges a caveat in accordance with this clause 32, Council must do all things reasonably required to:
 - 32.7.1 consent to the registration of this Agreement on the Land; and
 - 32.7.2 remove the registration of any caveat lodged by Council in respect of any Final Lot.

33 Restriction on dealings

- 33.1 The Developer is not to:
 - 33.1.1 sell or transfer the Land or part, other than a Final Lot, or
 - 33.1.2 assign the Developer's rights or obligations under this Agreement, or novate this Agreement,

to any person unless:

- 33.1.3 the Developer has, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be sold or transferred or the Developer's rights or obligations under this Agreement are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
- 33.1.4 the Council has given written notice to the Developer stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Agreement, and
- 33.1.5 the Developer is not in breach of this Agreement, and
- 33.1.6 the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- 33.2 Subject to clause 33.3, the Developer acknowledges and agrees that it remains liable to fully perform its obligations under this Agreement unless and until it has complied with its obligations under clause 33.1.
- 33.3 Clause 33.1 does not apply in relation to any sale or transfer of the Land if this Agreement is registered on the title to the Land at the time of the sale.

Part 6 – Indemnities & Insurance

34 Risk

- 34.1 The Developer performs this Agreement at its own risk and its own cost.

35 Release

- 35.1 The Developer releases the Council from any Claim it may have against the Council arising in connection with the performance of the Developer's obligations under this Agreement except if, and to the extent that, the Claim arises because of the Council's negligence or default.

36 Indemnity

- 36.1 The Developer indemnifies the Council from and against all Claims that may be sustained, suffered, recovered or made against the Council arising in connection with the performance of the Developer's obligations under this Agreement except if, and to the extent that, the Claim arises because of the Council's negligence or default.

37 Insurance

- 37.1 The Developer is to take out and keep current to the satisfaction of the Council the following insurances in relation to Work required to be carried out



by the Developer under this Agreement up until the Work is taken to have been completed in accordance with this Agreement:

- 37.1.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
- 37.1.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
- 37.1.3 workers compensation insurance as required by law, and
- 37.1.4 any other insurance required by law.
- 37.2 If the Developer fails to comply with clause 37.1, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
 - 37.2.1 by calling upon the Security provided by the Developer to the Council under this Agreement, or
 - 37.2.2 recovery as a debt due in a court of competent jurisdiction.
- 37.3 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 37.1.

Part 7 – Other Provisions

38 Annual report by Developer

- 38.1 The Developer is to provide to the Council by not later than each anniversary of the date on which this Agreement is entered into a report detailing the performance of its obligations under this Agreement.
- 38.2 The report referred is to be in such a form and to address such matters as required by the Council from time to time.

39 Notices

- 39.1 Any notice, consent, information, application or request that is to or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
 - 39.1.1 delivered or posted to that Party at its address set out in the Summary Sheet,
 - 39.1.2 faxed to that Party at its fax number set out in the Summary Sheet, or
 - 39.1.3 emailed to that Party at its email address set out in the Summary Sheet.



- 39.2 If a Party gives the other Party 3 business days' notice of a change of its address, fax number or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted, faxed or emailed to the latest address or fax number.
- 39.3 Any notice, consent, information, application or request is to be treated as given or made if it is:
 - 39.3.1 delivered, when it is left at the relevant address,
 - 39.3.2 sent by post, 2 business days after it is posted,
 - 39.3.3 sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number, or
 - 39.3.4 sent by email and the sender does not receive a delivery failure message from the sender's internet service provider within a period of 24 hours of the email being sent.
- 39.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

40 Approvals and Consent

- 40.1 Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party.
- 40.2 A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

41 Costs

- 41.1 The Developer is to pay to the Council the Council's costs not exceeding \$8,800 of preparing, negotiating, executing and stamping this Agreement, and any document related to this Agreement within 7 days of a written demand by the Council for such payment.
- 41.2 The Developer is also to pay to the Council the Council's reasonable costs of enforcing this Agreement within 7 days of a written demand by the Council for such payment.

42 Entire Agreement

- 42.1 This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with.
- 42.2 No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

43 Further Acts

- 43.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.

44 Governing Law and Jurisdiction

- 44.1 This Agreement is governed by the law of New South Wales.
- 44.2 The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them.
- 44.3 The Parties are not to object to the exercise of jurisdiction by those courts on any basis.

45 Joint and Individual Liability and Benefits

- 45.1 Except as otherwise set out in this Agreement:
- 45.1.1 any Agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and
- 45.1.2 any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

46 No Fetter

- 46.1 Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

47 Illegality

- 47.1 If this Agreement or any part of it becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties are to co-operate and do all things necessary to ensure that an enforceable Agreement of the same or similar effect to this Agreement is entered into.

48 Severability

- 48.1 If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- 48.2 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

49 Amendment

- 49.1 No amendment of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement in accordance with clause 25D of the Regulation.

50 Waiver

- 50.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party.
- 50.2 A waiver by a Party is only effective if it:
- 50.2.1 is in writing,
 - 50.2.2 is addressed to the Party whose obligation or breach of obligation is the subject of the waiver,
 - 50.2.3 specifies the obligation or breach of obligation the subject of the waiver and the conditions, if any, of the waiver,
 - 50.2.4 is signed and dated by the Party giving the waiver.
- 50.3 Without limitation, a waiver may be expressed to be conditional on the happening of an event, including the doing of a thing by the Party to whom the waiver is given.
- 50.4 A waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given, and is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 50.5 For the purposes of this Agreement, an obligation or breach of obligation the subject of a waiver is taken not to have been imposed on, or required to be complied with by, the Party to whom the waiver is given.

51 GST

- 51.1 In this clause:

Adjustment Note, Consideration, GST, GST Group, Margin Scheme, Money, Supply and Tax Invoice have the meaning given by the GST Law.

GST Amount means in relation to a Taxable Supply the amount of GST payable in respect of the Taxable Supply.

GST Law has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Input Tax Credit has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

Taxable Supply has the meaning given by the GST Law excluding (except where expressly agreed otherwise) a supply in respect of which the supplier chooses to apply the Margin Scheme in working out the amount of GST on that supply.



- 51.2 Subject to clause 51.4, if GST is payable on a Taxable Supply made under, by reference to or in connection with this Agreement, the Party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration.
- 51.3 Clause 51.2 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated in this Agreement to be GST inclusive.
- 51.4 No additional amount shall be payable by the Council under clause 51.2 unless, and only to the extent that, the Council (acting reasonably and in accordance with the GST Law) determines that it is entitled to an Input Tax Credit for its acquisition of the Taxable Supply giving rise to the liability to pay GST.
- 51.5 If there are Supplies for Consideration which is not Consideration expressed as an amount of Money under this Agreement by one Party to the other Party that are not subject to Division 82 of the *A New Tax System (Goods and Services Tax) Act 1999*, the Parties agree:
- 51.5.1 to negotiate in good faith to agree the GST inclusive market value of those Supplies prior to issuing Tax Invoices in respect of those Supplies;
- 51.5.2 that any amounts payable by the Parties in accordance with clause 51.2 (as limited by clause 51.4) to each other in respect of those Supplies will be set off against each other to the extent that they are equivalent in amount.
- 51.6 No payment of any amount pursuant to this clause 51, and no payment of the GST Amount where the Consideration for the Taxable Supply is expressly agreed to be GST inclusive, is required until the supplier has provided a Tax Invoice or Adjustment Note as the case may be to the recipient.
- 51.7 Any reference in the calculation of Consideration or of any indemnity, reimbursement or similar amount to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability.
- 51.8 This clause continues to apply after expiration or termination of this Agreement.

52 Explanatory Note

- 52.1 The Appendix contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.
- 52.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Planning Agreement.



Execution

Executed as a Deed

Dated:

Executed on behalf of the Council

General Manager (by delegation)

Witness

Mayor

Witness

A handwritten signature in black ink, appearing to read 'Alex Harb', written over a horizontal line.

Executed on behalf of the Developer in accordance with s127(1) of the
Corporations Act (Cth) 2001

Alex Harb

Name/Position

Development Manager

Name/Position

Appendix

(Clause 52)

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

Draft Planning Agreement

Under s7.4 of the *Environmental Planning and Assessment Act 1979*

Parties

Canada Bay City Council ABN 79 130 029 350 of 1A Marlborough Street,
Drummoyne (**Council**)

and

George Concord Pty Ltd ABN 30 147 065 941 of Rear, 53-57 Cosgrove
Road, Strathfield South NSW 2137 (**Developer**)

Description of the Land to which the Draft Planning Agreement Applies

176-184 George Street, Concord West

Description of Proposed Development

Any development (within the meaning of the Act) of the Land which is made permissible by or otherwise facilitated by the amendment of *Canada Bay Local Environmental Plan 2013* in accordance with a proposal to amend the LEP to rezone the Land from IN1 General Industrial to R3 Medium Density Residential, increase the maximum building height from 12m to 16m (northern end) and 22m (southern end), and increase the floor space ratio (FSR) from 1:1 to 1.9:1, as prepared by TPG Town Planning and Urban Design and dated 11 January 2018, as may be modified.

Summary of Objectives, Nature and Effect of the Draft Planning Agreement

Objectives of Draft Planning Agreement

The objective of the Planning Agreement is in accordance with Council's Affordable Housing Policy and Council's stated commitment to enable affordable housing in the City of Canada Bay to maintain a diverse, vibrant and healthy community and to alleviate housing stress experienced by some individuals and families in the private rental housing market. The Draft Planning Agreement does this by requiring the Affordable Housing to be transferred to Council.

The Planning Agreement outlines the legal obligations of each of the parties in relation to the provision of the Affordable Housing.

Nature of Draft Planning Agreement

The Planning Agreement is a planning agreement under s7.4 of the *Environmental Planning and Assessment Act 1979 (Act)*. The Draft Planning Agreement is a voluntary agreement under which Development Contributions (as defined in clause 1.1 of the Draft Planning Agreement) are to be made by the Developer for public purposes (as defined in s7.4(3) of the Act).

Effect of the Draft Planning

The effect of the Planning Agreement is to require the Developer to construct and transfer Affordable Housing dwellings to Council.

The floor space of the dwellings must generally be equivalent to at least 5% the Gross Floor Area of Development that is in excess of a Floor Space Ratio of 1:1. There may be a minor reduction and if so a monetary contribution for the market value of the reduction is to be made in lieu.

The Affordable Housing is to be finished in a similar manner and quality to the other apartments in the Development, and be entirely completed with all services connected and operational and in a manner suitable for occupation.

In order to secure the obligations of the Land Owners under the Planning Agreement, the terms of the Planning Agreement require the provision of security in the form of a bank guarantee, the registration of the Planning Agreement on the title of the Land, and the granting of a caveatable interest, to Council, in the Land and, the land comprising the Affordable Housing .

Provision is also made for the rectification of defects.

The draft planning agreement also:

- does not exclude the application of s7.11, s7.12 or s7.24 of the Act to the Development and benefits under the agreement are excluded from consideration elsewhere,
- provides two dispute resolution methods for a dispute under the agreement, being expert determination and mediation,
- provides that the agreement is governed by the law of New South Wales, and

- provides that the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) applies to the agreement, and
- provides for other matters of detail.

Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement

The draft Planning Agreement

- promotion of the delivery and maintenance of affordable housing in conjunction with development,
- provides increased opportunity for public involvement and participation in environmental planning and assessment of the Development.

How the Draft Planning Agreement Promotes the Public Interest

The draft Planning Agreement promotes the public interest by promoting the objects of the Act.

For Planning Authorities:

Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities

N/A

Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted

N/A

Councils – How the Draft Planning Agreement Promotes the Elements of the Council's Charter

Section 8 of the *Local Government Act 1993* (NSW), previously set out the Council's charter. However, commencing 23 September 2016, the charter has been replaced with 'Guiding principles for councils' under section 8A of the *Local Government Act*. The planning agreement promotes the guiding principles by

- providing the best possible value for residents and ratepayers;
- achieving desired outcomes for the local community
- working with others to secure appropriate services for local community needs

All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program

[No. However, the delivery of Affordable Housing is consistent with Councils Long Term Strategic Plan.



All Planning Authorities – Whether the Draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

Yes, the agreement requires the Affordable Housing to be completed prior to the issuing of either an Occupation or Subdivision Certificate for Development which includes the Affordable Housing.

DRAFT