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The Uniting Church in Australia Property Trust (NSW) *for*

UNITINGCARE  
& LEICHHARDT MUNICIPAL COUNCIL  
MARCH 2015

## 1. Purpose

This Memorandum of Understanding guides the working relationships of the Leichhardt Uniting Church which falls within the Sydney Presbytery, UnitingCare Ageing and The Uniting Church in Australia Property Trust (NSW) (collectively referred to in this document as **UnitingCare**) and Leichhardt Municipal Council (**Council**) in relation to the public consultation and generation of planning proposals for three UnitingCare sites in Leichhardt, namely:

- 15-17 Marion Street (Annersley House), Lot B DP 377714, Lot 22 Sec 1 DP 328, Lot 21 Sec 1 DP 328, Lot 25 Sec 1 DP 328, Lot 24 Sec 1 DP 328, Lot A DP 377714
- 168 Norton Street (Harold Hawkins Court), Pt Lot 1 Sec 3 DP 328, Pt Lot 2 Sec 3 DP 328, Lot 3 Sec 3 DP 328, Lot 4 Sec 3 DP 328, Pt Lot 5 Sec 3 DP 328, Lot 1 DP 963000 and
- 1-5 Wetherill Street (Uniting Care/Leichhardt Uniting Church) Lot 11 Sec 4 DP 190, Pt Lot 12 Sec 4 DP 190, Lot 1 DP907046,

together referred to as the **Sites**.

It outlines the key principles and objectives for cooperation and a future pathway for implementation.

## 2. Parties

The parties to this Memorandum of Understanding (**MoU**) are Leichhardt Municipal Council (**Council**) and UnitingCare Ageing with The Uniting Church in Australia Property Trust (NSW) signing in its capacity as registered proprietor of each of the three Sites.

### 2.1 Leichhardt Council's outcomes, expressed in the Leichhardt Council Strategic Plan 2020+, include "*Community and Council will work together to promote and develop Leichhardt as a sustainable, liveable and connected community*".

In order to achieve these priorities Council is committed to continuing to work in partnership with other agencies to coordinate the efforts of all the organisations involved. By building on existing partnerships to create a common understanding of where the Leichhardt community is headed Council is committed to ensuring:

- better collaboration between organisations in the local area;
- issues such as sustainability, social inclusion, community regeneration and capacity building are addressed consistently and in a mutually agreed manner with relevant partner agencies;
- the greater involvement by the wider community in the planning of strategic, whole of community responses in Leichhardt.

Council's adopted Affordable Housing Strategy dated 2011, reflects the community vision expressed in Leichhardt 2020+. In particular, it includes the following affordable housing goal:

*“Leichhardt Municipal Council will seek to retain and facilitate a socio economic diverse and sustainable community through the retention, promotion and development of affordable housing within the municipality to create stronger and healthier balanced communities”*

The following actions in the Affordable Housing Strategy are pertinent:

**Action 3:** Encourage the provision of affordable, diverse and adaptable housing to meet existing and future housing need.

**Action 4:** Explore ways to assist not-for-profit providers to address housing affordability issues within the Municipality.

**Action 5:** Investigate mechanisms such as fee waiving or other planning concessions as part of a negotiated planning agreement in exchange for affordable housing and as potential provisions within the new comprehensive LEP to encourage affordable housing development.

**2.2 UnitingCare** is committed to providing the full spectrum of care and support for the vulnerable and the disadvantaged. This includes the provision of low cost and affordable housing, in line with the ministry of The Uniting Church in Australia and with government.

As a service group of UnitingCare NSW.ACT, UnitingCare Ageing is responsible for the Uniting Church’s ministry for older people, particularly those who are disadvantaged, vulnerable and isolated. UnitingCare Ageing operates more than 200 services including 2,700 housing units and is the single largest provider of aged care services in NSW and ACT.

The stated mission of UnitingCare Ageing is *“To enable well-being, we care for people in our living and working communities. As a ministry of the Uniting Church we are committed to finding better ways to affirm life for all people, especially those who are older and vulnerable.”*

UnitingCare Ageing includes an Independent Living Division which focuses on affordable housing and housing for seniors. UnitingCare Ageing (through the Uniting Church in Australia Property Trust (NSW)) is a registered community housing provider and is currently developing and/or managing over 150 NRAS incentives across the State and ACT. Further, UnitingCare is committed to managing those dwellings as affordable rental dwellings beyond the 10 year NRAS incentive period providing an ongoing community benefit.

In addition to provision of housing, UnitingCare Ageing offers care and support in a range of accommodation settings including residential care, retirement independent living units, affordable housing, home care, day centres, wellness centres and respite care, amongst others. The organisation continually strives to develop services, innovative approaches, knowledge and respond to community expectations to provide the best possible care for its clients.

**2.3 The Leichhardt Uniting Church** is seeking to expand its services to the community including the provision of more affordable accommodation for key user groups such as students and “key workers”.

Further, it seeks to maintain a strong position within the Community providing spiritual support, worship opportunities and to further the activities and mission of The Uniting Church in Australia.

### **3. Commencement and Operation**

This MoU will come into effect when signed by both parties and will remain in operation until the Parties decide to proceed to a rezoning supported by a VPA, or the Parties decide not to continue with the MOU.

### **4. Key principles to guide planning outcomes**

The parties agree to the following principles in working with the local community with respect to scoping and drafting the planning proposals for the Sites:

- Facilitate the redevelopment of the Sites
- Ensure that the redevelopment is financially viable
- Seek to achieve a significant housing outcome in terms of the provision of one or more of the following on each of the Sites:
  - Modern aged care housing
  - Affordable housing for key/core workers
  - Supported housing
- Activate the ground level Norton Street frontage
- Provide on-site parking suited to the assessed likely future demand created by users and residents
- Ensure that urban design considerations inform the ultimate building envelope and development footprint and confirm an upper limit in terms of floor area
- Involve the local community and other key stakeholders throughout the process
- Ensure that any benefits to the Community of any rezoning or proposal to change environmental planning instruments is preserved in the long term regardless of the owner of the Sites.

The parties acknowledge that there are many ways in which these principles could be implemented including by way of a Voluntary Planning Agreement under section 93F of the *Environmental Planning & Assessment Act 1979 (VPA)* and/or a Local Environmental Plan amendment that can only be triggered upon Council being satisfied as to the Community benefits and their long term provision.

### **5. Indicative concepts for the Sites**

The parties acknowledge that there has been limited detailed assessment of the opportunities and constraints of the Sites. However, there has been some early community consultation and consideration of potential.

With respect to scoping and drafting a planning proposal for each of the Sites, the parties note the current arrangements in column 1 in table 1, will investigate potential opportunities and constraints for the indicative proposals in column 2 of table 1, and will consider and refine the indicative public benefits in column 3 of table 1.

**Table 1: Summary of the Sites**

| Sites  | 1   | 2   | 3  |
|--|---|---|--|
|  | Current   | Indicative proposal and example use   | Indicative Anticipated Community benefits  |
| 15-17 Marion Street, Annersley House                         | FSR control 0.5:1<br>FSR actual 1.5:1<br>3 storeys<br>86 aged care beds   | FSR control 2.0:1<br>FSR actual 2.0:1<br>5 storeys/ 18 metres<br>~108 aged care beds  | Upgrade and increase existing aged care accommodation within the Leichhardt LGA to accord with current Commonwealth best practice.                                 |
| 168 Norton Street, Harold Hawkins Court                      | FSR control 1.5:1<br>FSR actual 1.7:1<br>3 storeys<br>104 beds  | FSR control 3.0:1<br>FSR actual 3.0:1<br>5 storeys/ 18 metres<br>~40 Independent Living Units   | 15% ratio of affordable housing or housing for those on lower income levels; activation of street frontage which may include non-residential uses such as retail.  |
| 1-5 Wetherill Street, Uniting Care/Leichhardt Uniting Church | FSR control 0.5:1<br>FSR actual 1.5:1<br>3 storeys<br>20 student rooms, office building, community hall, place of worship | FSR control 2.0:1<br>FSR actual 2.0:1<br>5 storeys/ 16 metres<br>~60 student rooms, office building, community hall, place of worship, retail | Upgrade and increase student accommodation within the Leichhardt LGA, ancillary retail to activate public roads; maintaining a community hall and place of worship |

## **6. Communication & Future Actions**

- 6.1** The parties to the MoU agree to optimise opportunities for communication between the two organisations and with members of the local community.
- 6.2** The next steps will be for the parties to outline a proposed process for implementing the principles outlined in this MoU. This process will be facilitated by nominating an officer within each organisation responsible for project coordination and communication within their own agency, with the partner organisations.
- 6.3** It is anticipated that this MoU will guide the future drafting of individual planning proposals and a VPA for each of the Sites, which will be placed on public exhibition for community consultation and feedback. It is contemplated that the MoU will eventually be replaced by VPA's for the Sites.

## **7. General**

This MoU will be implemented in a spirit of cooperation and joint commitment based on the understanding that it operates within the policy, capacity and resource constraints of each organisation and that each party plays complementary roles in planning and the development of vibrant, sustainable communities. It will be reviewed as required.

## **8. No Fetter**

Nothing in this MoU shall be construed as requiring either party to do anything that would cause it to be in breach of any of its obligations at law and nothing shall be construed in this MoU as limiting or fettering in any way the exercise of any statutory discretion or duty by Council.

## **9. Application of this MOU**

The parties intend that this MOU will be applicable between the Council and Uniting Care. In the event that any Site the subject of this MOU is transferred to any other entity the parties agree that this MOU may be of no further force and effect as regards that Site and that the parties will not move towards rezoning of the Site in question.

10. Signature Page

EXECUTED by the parties:

SIGNED SEALED AND DELIVERED

THE COMMON SEAL of The Uniting Church in Australia Property Trust (NSW) was hereunto affixed pursuant to a resolution of the Trust at a duly convened meeting in the presence of:

THE COMMON SEAL of THE UNITING CHURCH IN AUSTRALIA PROPERTY TRUST (N.S.W.) was hereunto affixed on the 5<sup>th</sup> day of March 20 15 pursuant to a resolution of the Trust at a duly convened meeting in the presence of:



*[Handwritten signature]*  
Member

*[Handwritten signature]*  
Member

Member:

Member:

Full name (print):

John Kitchener

Full name (print):

Andrew Williams

For and on behalf of UnitingCare Ageing by:

[insert name] CHRIS GROVER

[insert title/position] ACTING  
EXECUTIVE  
DIRECTOR

(Signature)

*[Handwritten signature]*

(Date)

5 MARCH 2015

**SIGNED SEALED AND DELIVERED**

for and on behalf of **Leichhardt Council** by:

Mayor

*[Handwritten Signature]*  
5/3/15

General Manager

Leichhardt Council

*[Handwritten Signature]*  
5/3/15

(Signature)

(Date)