

Appendix J

Anglicare Letter of Offer

APPENDIX J

Reference

11 December 2024

Mr David Marshall
General Manager
Ku-ring-gai Council
818 Pacific Highway
GORDON NSW 2072

Dear Mr Marshall,

Letter of Offer to enter into a Voluntary Planning Agreement

Development Site: Lot 21 DP 533032, Lot 26 DP 585038 and Lot 2 DP 302942, known as 51-53 Rohini Street Turramurra NSW 2074

The developer, Anglicare Community Services ABN 69 198 255 076 (**Developer**), intends to submit a Planning Proposal to Ku-ring-gai Council (**Council**) to amend the *Ku-ring-gai Local Environment Plan 2015* (**KLEP**).

The Planning Proposal is submitted to facilitate the Developer making a development application for the purpose of delivering independent living units with car parking spaces, café and wellness centre with an indoor pool (**Development**).

The Planning Proposal is made by the Developer under division 3.4 of the *Environmental Planning and Assessment Act 1979* (**EPA Act**) to amend the KLEP to increase the maximum building height for the Development Site to 17.5 m and to increase the maximum floorspace ratio for the Development Site to 1.5:1. The Planning Proposal will also seek to include certain Local Provisions that allow the inclusion of a café (Commercial use) and a wellness centre with an indoor pool (Recreational Facility (Indoor) use) as described in detail below.

As part of this Planning Proposal, the Developer offers to enter into a Voluntary Planning Agreement (**VPA**) for the provision of public amenities and infrastructure relating to the Development in accordance with the terms of this Letter.

The proposed amendments to the KLEP are detailed below:

Existing KLEP 2015 Planning Controls Map	Proposed Map Amendments	State Environmental Planning Policy (Housing) 2021 Clause 87 – Additional Floor Space Ratios for Seniors Housing
Max. Floor Space Ratio (FSR) Map - 0.85:1	1.5:1	Independent Living Units 15% bonus FSR provision Total FSR permitted - 1.725:1
Max. Height Map – 11.5 metres	17.5 metres	3.8m height – additional 3.8 m above the maximum building height. Total height permitted - 21.3m

The Planning Proposal will also seek an amendment to Schedule 1 of the KLEP as follows:

KLEP 2015 Schedule 1 Additional permitted uses

Use of certain land at 51-53 Rohini Street, Turramurra

This clause applies to land at 51-53 Rohini Street, Turramurra, being Lot 21 DP533032, Lot 2 DP 302942 and Lot 26 DP585038.

Development for the following purposes is permitted with development consent.

- recreation facility (indoor)

- commercial premises

Development consent must not be granted under this clause to development that results in the gross floor area of the combined recreation facility (indoor) and commercial premises exceeding 700m².

The Planning Proposal will also seek to amend Schedule 5 of KLEP and the Heritage Map within the KLEP 2015 to reflect the current location of the Rohini House Gates:

Schedule 5 Environmental Heritage – Part 1 Heritage Items:

Item	Property Description	Item No
Rohini House sandstone pillars and gate	Part Lot 21 DP 533032 and Part Cherry St – King St public pathway	I161
Rohini House sandstone pillars and gate	Part Lot 21 DP 533032 and Part Lot 100 DP 1169206 (Railway Land)	To be confirmed by Council
Rohini House sandstone pillars	Road reserve Rohini Street, Turramurra adjacent to Lot 21 DP533032	To be confirmed by Council

Works

The following works are offered to Council:

1. Creation of Rohini Walk site-through link, being a 88m long connection between Rohini Street and the northern part of the Site.
2. Upgrade northern end of Rohini Street adjacent to the Site with new turning head.
3. Upgrade of Rohini Street footpath from the Site frontage at 51-53 Rohini Street (Lot 26 DP 585038) Turramurra to the Rohini Street frontage of No 2 Eastern Road (Lot 1 DP 12905), Turramurra.
4. Upgrade the King Street to Cherry Street Council footpath including the “shared driveway” area fronting King Street cul-de-sac.

Other components

Security: If the Developer fails to comply with a requirement under the VPA, has been notified of the requirement and has not remedied that breach within 40 days of receiving notice, Council will have the right to seek to enforce the VPA in any Court of competent jurisdiction. Security for obligations under the VPA can also be provided through conditions of consent that restrict the issue of occupation certificates for any development application pending completion of those obligations, or by way of a bank guarantee.

No fetter: For the avoidance of doubt, nothing in this Letter of Offer is to be construed as requiring the Council to do anything that would cause it to be in breach of any of its obligations at Law, and without limitation:

- a) nothing in this letter of offer is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty; and
- b) nothing in this letter of offer imposes any obligation on Council to:
 - i. grant any Development Consent; or
 - ii. exercise any function or power under the EPA Act in relation to a change, or a proposed change, in an environmental planning instrument.

Registration on Title: Pursuant to section 7.6 of the EPA Act, Developer agrees that the Planning Agreement must be registered on the title to the Development Site as soon as practicable after its execution.

The Developer will, at its own expense, do all things necessary to procure the registration of the Planning Agreement. Sufficient provisions will be included in the VPA to facilitate removal of the VPA when the obligations under the VPA have been performed by the developer or if the Developer surrenders the Development Consent.

Exclusion of s 7.11, 7.12 and 7.24 to the development: The agreement will not exclude the application of section 7.11, section 7.12 or section 7.24 of the EPA Act.

However, the Developer notes that they are a 'social housing provider' as defined in the *State Environmental Planning Policy (Housing) 2021*, by virtue of their status as a "*registered community housing provider*". The Developer therefore relies on the Ministerial Direction dated 14 September 2007 made under the former s94E (now s7.17) of the EPA Act, which exempts social housing providers from paying development contributions for seniors housing under s94 (now s7.11) of the EPA Act and the Ministerial policy underlying that Direction that registered community housing providers should not be subject to taxation or monetary exactions by local councils which have the effect of reducing the capacity of community housing providers to provide such housing for the benefit of the community.

Dispute resolution: A dispute resolution mechanism will comprise referral to expert determination where agreement cannot be reached. Parties are to meet within 10 days of notice of a dispute. Disputes are to be resolved through mediation first before either party has a right to commence proceedings.

Commencement: The VPA commences when it has been executed by all the Parties. The Developer's obligation to complete the Works is to occur by the dates in column four above. The Parties acknowledge that the VPA otherwise has no binding obligations on the Developer with respect to the Works.

Yours sincerely,

[INSERT NAME]

[INSERT TITLE]

Anglicare Community Services