

# Explanatory Note

## Planning Agreement

### Planning Proposal

#### 4 - 8 Hoxton Park Road, Liverpool

## 1 Introduction

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The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a draft voluntary Planning Agreement (**Planning Agreement**) under s7.4 of the *Environmental Planning and Assessment Act 1979* (NSW) (**Act**).

This Explanatory Note has been prepared jointly between the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000* (**Regulations**).

This Explanatory Note is not to be used to assist in construing the Planning Agreement.

## 2 Parties to the Planning Agreement

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The parties to the Planning Agreement are

- (1) Liverpool City Council (ABN 84 181 182 471) (**Council**); and
- (2) ZHC Investments Pty Limited (ACN 161 211 721) (**Developer**).

## 3 Description of the Land to which the Planning Agreement applies

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The Planning Agreement applies to the land contained in Certificate of Title Folio Identifier 1/860799 (**Land**).

## 4 Description of the Development to which the Planning Agreement applies

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The development to which the Planning Agreement applies is the future development of the Land permitted as a result of the amendment to the Liverpool Local Environmental Plan 2008 which would allow for residential lots to be built on the Land (**Development**).

## 5 Summary of Development Contributions, Objectives, Nature and Effect of the Planning Agreement

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

- (1) Affordable housing with affordable housing lots that must:
  - (a) comprise at a minimum of the following composition:
    - (i) 1 x 1 bedroom affordable housing lot;
    - (ii) 2 x 2 bedroom affordable housing lot;
    - (iii) 1 x 3 bedroom affordable housing lot;
  - (b) have an aggregate gross floor area of no less than five per cent (5%) of the gross floor area of all residential lots within the Development; and
  - (c) be to a similar and comparable standard to all other residential lots within the Development.
- (2) A monetary contribution in the amount of **\$77,750.00** to Council,

### **(Development Contributions).**

To protect the interests of the public from any misuse of the Land, the Developer is required to register a restrictive covenant on the title of the affordable housing lots. The restrictive covenant must:

- (1) be on terms acceptable to Council;
- (2) identify the Council as the benefitted party; and
- (3) clearly nominate that the restrictive covenant may not be varied or removed from the title without the consent of the Council.

To generate greater opportunity for housing in the community, the affordable housing lots must be allocated to a community housing provider that provides housing for people on low income and those in need within twenty eight (28) days of the registration of the strata plan which creates those affordable housing lots.

The **objective** of the Planning Agreement is to require the Developer to provide Development Contributions to Council to fund the development of affordable housing and residential lots in the Land.

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

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

## **6 Council may withhold Certificates**

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Council may withhold the issue of a Subdivision Certificate if, at the relevant time, the Developer is in breach of any obligation under the Planning Agreement until such time as the breach is rectified.

Prior to the issue of an Occupation Certificate with respect to the Development, the Developer must:

- (1) provide the Development Considerations in accordance with the Planning Agreement;
- (2) pay for the cost of Council registering the Planning Agreement on the title of the Land;
- (3) pay or reimburse the reasonable legal costs and disbursements of Council for the negotiation, preparation, execution, and stamping of the Planning Agreement;
- (4) pay or reimburse the legal costs and disbursements of Council arising from the ongoing administration and enforcement of the Planning Agreement, including any breach or default by the Developer of its obligations under the Planning Agreement; and

- (5) obtain the consent of the Council to the restrictive covenants required to be registered on the affordable housing lots in accordance with the Planning Agreement.

## **7 Assessment of the Merits of the Planning Agreement and Impact on the Public**

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The Planning Agreement promotes:

- (1) the public interests; and
- (2) the Objects of the Act.

The Planning Agreement will provide certainty for the Developer and the Council as to provision of the Development Contributions and promote and co-ordinate the orderly and economic use and development of the Land to which the Planning Agreement applies.

## **8 Identification of how the Planning Agreement promotes the public interest**

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

- (1) By promoting the social and economic welfare of the community and a better environment by the proper management, development and conservation of the community's natural and other resources.
- (2) By facilitating ecologically sustainable development by integrating relevant economic, environmental and social considerations in decision-making about environmental planning and assessment.
- (3) By providing increased opportunity for community participation in environmental planning and assessment.

## **9 How the Planning Agreement promotes the Guiding Principles for Councils**

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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) This Explanatory Note is prepared for the purposes of keeping the community informed about its activities and to ensure that its decision-making is transparent.
- (2) To manage land and other assets so that current and local community needs can be met in an affordable way.
- (3) 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.
- (4) Providing strong and effective representation, leadership, planning and decision-making.
- (5) To act fairly, ethically and without bias in the interests of the local community
- (6) To recognise diverse local community needs and interests.
- (7) To have regard to the long term and cumulative effects of its decisions on future generations.
- (8) To engage in long-term strategic planning on behalf of the local community.

## **10 Identification of whether the Planning Agreement conforms with the Council's local infrastructure delivery plan**

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The Planning Agreement conforms with Council's local infrastructure delivery plans in meeting the development objectives for the generating opportunity including meeting the challenges of Liverpool's growing population with the development of housing on community land, which is consistent with the community expectations for local infrastructure.

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