

## **Explanatory Note under clause 25E of the Environmental Planning & Assessment Regulation 2000**

Exhibition of draft Voluntary Planning Agreement

Lot 315 in DP 1232026 at 457 Captain Cook Drive, Woollooware or any lots arising from the subdivision of Lot 315 in DP 1232026

### **Planning Agreement**

The purpose of this Explanatory Note is to provide a summary to support the notification of a draft voluntary Planning Agreement (**the Planning Agreement**) under Section 7.4 of the *Environmental Planning and Assessment Act 1979* (**the Act**).

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

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

### **Parties**

Prime Woollooware 4 Pty Ltd (the Developer) has made an offer to Sutherland Shire Council (**the Council**) to enter into a voluntary Planning Agreement, in connection with a Development Application relating to the subject land.

### **Description of subject land**

The land to which the Planning Agreement applies is described as Lot 315 in DP 1232026 at 457 Captain Cook Drive, Woollooware or any lots arising from the subdivision of Lot 315 in DP 1232026 (**the Land**).

### **Description of the Development Application to which the Planning Agreement applies**

The Planning Assessment Commission of New South Wales (PAC), as delegate of the Minister, issued a Concept Plan Approval for Concept Plan Application No MP\_0229 as a Major Project under the (former) Part 3A of the Environmental Planning and Assessment Act 1979. The Concept Plan Approval is for the development known as 'Woollooware Bay Town Centre'.

On 18 April 2018, a major modification (Modification 2) to the Concept Plan for the development was approved by the Planning Assessment Commission. Pursuant to condition A9 of Schedule 2 of the Concept Plan Approval, the Developer and Council are to enter into a planning agreement requiring the Developer to provide certain contributions.

### **Summary of Objectives, Nature and Effect of the Planning Agreement**

The Planning Agreement requires the Developer to make a monetary contribution of \$1,400,000 to Council for the provision of new bicycle links, to provide 5% of residential floor space in the development for affordable rental housing, and to reserve 5% of apartments in the development for first home buyers.

## **Assessment of the Merits of the Planning Agreement**

### **How the Planning Agreement Promotes the Objects of the Act and the public interest**

The draft Planning Agreement promotes the following objectives of the *Environmental Planning and Assessment Act 1979*:

- the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources,
- good design and amenity of the built environment,
- to promote the delivery and maintenance of affordable housing

The draft Planning Agreement promotes the public interest by providing public amenities and public infrastructure improvements in Woollooware (or the recoupment of the cost of providing these services).

### **The Planning Purposes served by the Planning Agreement**

The new bicycle links that will be funded by this contribution (Woollooware Station to Cronulla and a shared pathway connection to the Sutherland to Cronulla Active Transport link) are scheduled for construction by Council, and the Planning Agreement funds will reimburse this expense.

The Planning Agreement will add to the local supply of affordable housing by requiring that this development include a percentage of affordable rental housing and a percentage of units that are reserved for eligible buyers under the First Home Owner Grant scheme.

### **How the Planning Agreement promotes the objectives of the *Local Government Act 1993* and the elements of the Council's Charter (now section 8A)**

By enabling Council to provide public infrastructure and facilities and to increase the supply of affordable housing, the Planning Agreement is consistent with the following guiding principles of councils, set out in section 8A of the *Local Government Act 1993*:

- Councils should provide strong and effective representation, leadership, planning and decision-making.
- Councils should carry out functions in a way that provides the best possible value for residents and ratepayers.
- Councils should 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.
- Councils should manage lands and other assets so that current and future local community needs can be met in an affordable way.
- Councils should consider the long term and cumulative effects of actions on future generations.
- Councils should actively engage with their local communities, through the use of the integrated planning and reporting framework and other measures.

**Whether the Planning Agreement conforms with the Council's Capital Works Program**

The new bicycle links that will be funded by this contribution (Woolooware Station to Cronulla and a shared pathway connection to the Sutherland to Cronulla Active Transport link) are in Council's Capital Works Program and scheduled for construction by Council

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

The Planning Agreement requires the following:

- The Developer is to pay to Council \$1,400,000 for the provision of new bicycle links prior to the issue of the first Construction Certificate in the Development
- The Affordable Housing Units (AHUs) are to occupy a total of 5% of the total Residential Floor Space within the Development, and must be registered on the title of each of the units. Registration of the AHUs by the Developer is to occur at the time of the creation of the individual strata lots for each AHU or prior to the issue of any Occupation Certificate for any AHU, whichever is the earliest. The Developer must ensure that a Registered Community Housing Provider will manage the AHUs.
- First Home Buyer's Units (FHBUs) are to constitute 5% of the number of apartments within the Development. The Developer must make the FHBUs available for purchase to First Home Buyers for a minimum period of 24 months from issue of Occupation Certificate and ensure that any contract for sale in that period requires only a deposit of 5% of agreed price.