

Central Darling Shire Council

ABN 65 061 502 439

**Maari Ma Health
Aboriginal Corporation**

ACN 39 056 645 930

Planning Agreement

Environmental Planning and Assessment Act 1979



Contact:

Grant Christmas
Suite 132 / 117 Old Pittwater Rd
Brookvale NSW 2100

Ref: 043/2021

THIS PLANNING AGREEMENT is dated

2022.

PARTIES:

CENTRAL DARLING SHIRE COUNCIL (ABN 65 061 502 439) of 21 Reid Street, Wilcannia NSW 2836 (**Council**)

MAARI MA HEALTH ABORIGINAL CORPORATION (ACN 39 056 645 930) of 2 Oxide Street, Broken Hill NSW 2880 (**Developer**)

INTRODUCTION:

- A The Council is the roads authority for the Road pursuant to the Roads Act.
- B The Developer proposes to carry out the Development on the Land and which is accessed over the Road.
- C The Developer will carry out the Material Public Benefit being the Infrastructure Works to the Road if the Council grants Development Consent to the Development.
- D The Developer has offered to enter into this Deed with the Council if Development Consent is granted to the Development.

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context clearly indicates otherwise:

Act means the *Environmental Planning and Assessment Act 1979*.

Address for Service means the address of each party appearing in **Schedule 2** of this Deed or any new address notified by any party to all other parties as its new Address for Service.

Authority means any Federal, state or local government or semi-governmental statutory judicial or public person, instrumentality or department.

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Sydney, and concludes at 5.00 pm on that day.

Certificate of Practical Completion means a written certificate issued by the Council confirming that the Infrastructure Works have been completed to the Council's satisfaction.

Commencement Date means the date that this Deed comes into operation in

accordance with **clause 2.2**.

Construction Certificate has the same meaning as the Act.

CPI means the Sydney Consumer Price Index (All Groups) published by the Commonwealth Statistician and as used by the Council to index contributions imposed under Division 7.1 of the Act.

Deed means this deed.

Development means the proposed health services facility at Bonney Street Wilcannia.

Development Application means Council Application number D20/21 lodged with the Council on 15 November 2021.

Development Consent means a development consent granted by a consent authority for the Development the subject of the Development Application.

Explanatory Note means the explanatory note required by the Regulation and included at **Schedule 4**.

GST means any form of goods and services tax payable under the GST Law.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999*.

Infrastructure Works means the roadworks, car parking spaces (numbered 5 to 16 inclusive) and drainage to be carried out on the Road as part of the Development detailed at **Attachment 3** and also as indicated by the architectural site plan prepared by Troppo Architects at **Attachment 2**.

Land means the land including the Road described in **Schedule 3** and as shown by the plan at **Attachment 1**.

Material Public Benefit means the Infrastructure Works detailed at **Attachments 2 and 3**.

Occupation Certificate has the same meaning as the Act.

Real Property Act means the *Real Property Act 1900*.

Regulation means the *Environmental Planning and Assessment Regulation 2021*.

Road means that part of Bonney Street bounded by Lot A DP901402, Lot 2 DP588539, Lot 111 DP1201028 and Lot 1 DP1159318 and as shown by the aerial plan at **Attachment 1**.

Roads Act means the *Roads Act 1993*.

1.2 Interpretation

In this Deed, unless the context clearly indicates otherwise:

- (a) a reference to **this Deed** or another document means this Deed or that other document and any document which varies, supplements, replaces, assigns or novates this Deed or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this agreement;
- (e) **clause headings** and the **table of contents** are inserted for convenience only and do not form part of this agreement;
- (f) the **introduction**, **schedules** (if any) and **annexures** (if any) form part of this agreement;
- (g) the **introduction** accurately sets out the circumstances in which the parties have entered into this agreement;
- (h) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (i) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (j) a reference to a **corporation** includes its successors and permitted assigns;
- (k) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this Deed;
- (l) a requirement to do anything includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) **including** and **includes** are not words of limitation;
- (n) the words **at any time** mean at any time and from time to time;
- (o) a reference to a time is to that time in New South Wales;

- (p) a word that is derived from a defined word has a corresponding meaning;
- (q) the singular includes the plural and vice-versa; and
- (r) a reference to a thing includes each part of that thing.

1.3 Construction

Neither this Deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2 OPERATION AND APPLICATION OF THIS DEED

2.1 Status of the Deed

- (a) Until this Deed comes into operation, this Deed constitutes an irrevocable offer from the Developer to enter into a planning agreement provided the Development Consent is granted.
- (b) Subject to **clause 2.1(a)**, this Deed constitutes a planning agreement within the meaning of section 7.4 of the Act.
- (c) **Schedule 1** of this Deed summarises the requirements for planning agreements under section 7.4 of the Act and the way this Deed addresses those requirements.

2.2 Operation

- (a) This Deed operates only if:
 - (i) the Development Consent is granted; and
 - (ii) the Deed is entered into as required by clause 203 of the Regulation.
- (b) This Deed terminates when the Developer provides the Material Public Benefit by completing the Infrastructure Works inclusive of conditions of the Development Consent and a Certificate of Practical Completion is issued.

2.3 Application

This Deed applies to the Land and the Road.

3 .INFRASTRUCTURE WORKS

- (a) The Developer shall commence the Infrastructure Works as soon as practicable after the Development Consent is granted.
- (b) The Infrastructure Works required under this Deed will be taken to have been completed for the purpose of this Deed when a Certificate

of Practical Completion has been issued for those Infrastructure Works.

- (c) The Infrastructure Works must be completed by the Developer and be ready to use prior to the issue of an Occupation Certificate for the Development.
- (d) The Infrastructure Works must comply with conditions of consent imposed by the consent authority, to the extent they are applicable to the Infrastructure Works.

4 ACCESS TO COUNCIL CONTROLLED LAND

The Council agrees to permit the Developer to enter, pass through or occupy any Council owned or controlled land in order to enable the Developer to properly perform its obligations under this agreement.

5 APPLICATION OF SECTION 7.11 AND SECTION 7.12 OF THE ACT

The application of sections 7.11 and 7.12 of the Act are excluded to the extent provided in **Schedule 1**.

6 PAYMENT FOR INFRASTRUCTURE WORKS

The Developer is to provide and pay for the Infrastructure Works

7 DISPUTE RESOLUTION

7.1 Reference to Dispute

If a dispute arises between the parties in relation to this Deed, the parties must not commence any court proceedings relating to the dispute unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.

7.2 Notice of Dispute

The party wishing to commence the dispute resolution process must give written notice (**Notice of Dispute**) to the other parties of:

- (a) The nature of the dispute,
- (b) The alleged basis of the dispute, and
- (c) The position which the party issuing the Notice of Dispute believes is correct.

7.3 Representatives of Parties to Meet

- (a) The representatives of the parties must promptly (and in any event within 14 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (b) The parties may, without limitation:
 - (i) resolve the dispute during the course of that meeting,
 - (ii) agree that further material or expert determination in accordance with **clause 6.6** about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
 - (iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

7.4 Further Notice if Not Settled

If the dispute is not resolved within 14 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Determination Notice**) by mediation under clause 6.5 or by expert determination under clause 6.6.

7.5 Mediation

If a party gives a Determination Notice calling for the dispute to be mediated:

- (a) The parties must agree to the terms of reference of the mediation within 14 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply;
- (b) The mediator will be agreed between the parties, or failing agreement within 14 Business Days of receipt of the Determination Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) The parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- (d) Each party will bear its own professional and expert costs incurred in connection with the mediation; and
- (e) The costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

7.6 Expert determination

If the dispute is not resolved under **clause 6.3** or **clause 6.5**, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

- (a) The dispute must be determined by an independent expert in the relevant field:
 - (i) Agreed upon and appointed jointly by the parties; and
 - (ii) In the event that no agreement is reached or no appointment is made within 14 Business Days of the agreement to refer the dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales;
- (b) The expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (c) The determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) The expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) Each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and
- (f) Any determination made by an expert pursuant to this clause is final and binding upon the parties except unless:
 - (i) Within 14 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
 - (ii) The determination is in respect of, or relates to, termination or purported termination of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

7.7 Litigation

If the dispute is not *finally* resolved in accordance with this **clause 6**, then either party is at liberty to litigate the dispute.

7.8 No suspension of contractual obligations

Subject to any interlocutory order obtained under **clause 6.1**, the referral to or undertaking of a dispute resolution process under this **clause 6** does not suspend the parties' obligations under this Deed.

8 GST

8.1 Definitions

Words used in this clause that are defined in the GST Law have the meaning given in that legislation.

8.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Law apply to the supplies made under and in respect of this Deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

8.3 Reimbursement

Any payment or reimbursement required to be made under this Deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

8.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Deed are GST Exclusive. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this **clause 7**.

8.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party under or in connection with this Deed (**GST Amount**), the Recipient will pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Council as Recipient of the supply, the Developer will ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Council, including any gross up that may be required; and
- (b) the Developer provides a Tax Invoice to the Council.

8.6 Non-monetary consideration

Clause 7.5 applies to non-monetary consideration.

8.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under **clause 7.5** the Developer will assume the Council, is not entitled to any input tax credit.

8.8 No merger

This clause will not merge on completion or termination of this Deed.

9 ASSIGNMENT

8.1 General

The agreement in this Deed is personal to each party and neither party may assign the rights or benefits of this agreement to any person except:

- (a) to a related body corporate, after obtaining the consent in writing of the other party, which the other party must not withhold if it is reasonably satisfied that the related body corporate has sufficient assets, resources and expertise to perform all of the assigning party's obligations under this agreement; or
- (b) to any other person, with the prior consent in writing of the other party, which the other party may give, give conditionally or withhold in its absolute discretion.

8.2 Transfer of Land

- (a) The Developer may not transfer, assign or dispose of the whole or any part of its right, title or interest in the Land (present or future) or in the Development to another person (**Transferee**) unless before it sells, transfers or disposes of that right, title or interest:
 - (i) The Developer satisfies the Council that the proposed Transferee is financially capable of complying with the Developer's obligations under this Deed;
 - (ii) The Developer satisfies the Council that the rights of the Council will not be diminished or fettered in any way;
 - (iii) The Transferee delivers to the Council a novation deed signed by the Transferee in a form and of such substance as is acceptable to the Council containing provisions under which the Transferee agrees to comply with all the outstanding obligations of the Developer under this Deed;
 - (iv) Any default under any provisions of this Deed has been remedied or waived by the Council, on such conditions as the Council may determine, and
 - (v) The Developer and the Transferee pay the Council's

reasonable costs in relation to the assignment.

10 WARRANTIES OF CAPACITY

10.1 General warranties

Each party warrants to each other party that:

- (a) this Deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this Deed in the capacity of trustee of any trust.

10.2 Power of attorney

If an attorney executes this agreement on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

11 GENERAL PROVISIONS

11.1 Entire agreement

This Deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

11.2 Variation

This Deed must not be varied except by a later written document executed by all parties in accordance with the provisions of the Act.

11.3 Waiver

A right created by this Deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

11.4 Further assurances

Each party must promptly execute all documents and do everything necessary or desirable to give full effect to the arrangements contained in this Deed.

11.5 Time for doing acts

- (a) If:

- (i) the time for doing any act or thing required to be done; or
- (ii) a notice period specified in this Deed,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5.00pm on the specified day, it is taken to have been done on the following Business Day.
- (c) email is an appropriate method of giving notices

11.6 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

11.7 Preservation of existing rights

The expiration or termination of this Deed does not affect any right that has accrued to a party before the expiration or termination date.

11.8 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this Deed for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

11.9 Counterparts

This Deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

11.10 Relationship of parties

Unless otherwise stated:

- (a) nothing in this Deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

11.11 No fetter

Nothing in this Deed will 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, nothing will be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

11.12 Explanatory note

The Explanatory Note must not be used to assist in construing this Deed.

11.13 Expenses and stamp duty

- (a) Each party must pay its own legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Deed.
- (b) The Developer must pay for all costs and expenses associated with the giving of public notice of this Deed and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all stamp duty assessed on or in respect of this Deed and any instrument or transaction required by or necessary to give effect to this Deed.

11.14 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this Deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

11.15 Notices

Any notice, demand, consent, approval, request or other communication (notice) to be given under this Deed must be in writing and must be given to the recipient at its Address for Service by being:

- (a) Email may be used as a valid way of providing notices
- (b) hand delivered;
- (c) sent by facsimile transmission;
- (d) sent by prepaid ordinary mail within Australia; or
- (e) sent by prepaid Express Post International airmail to the Address for Service of the recipient party, if the Address for Service of the sender and the recipient are in different countries.

A notice is given if:

- (f) hand delivered, on the date of delivery;
- (g) sent by facsimile transmission during any Business Day, on the date that the sending party's facsimile machine records that the facsimile has been successfully transmitted;
- (h) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
- (i) sent by prepaid Express Post International airmail between countries, on the date that is 10 Business Days after the date of posting.

EXECUTED as a deed:

**SIGNED for and on behalf of
CENTRAL DARLING SHIRE COUNCIL
by its duly authorised delegate in
the presence of:**

.....
Signature of delegate

.....
Signature of witness

.....
Name of delegate

.....
Name of witness

**EXECUTED by MAARI MA
HEALTH ABORIGINAL CORPORATION
in accordance with section 127 of
the Corporations Act 2001:**



.....
Signature of director

.....
Signature of secretary

Des Jones

William Johnstone

.....
Name of director

.....
Name of director/secretary

SCHEDULE 1 - REQUIREMENTS UNDER SECTION 7.4 OF THE ACT

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the Deed complying with the Act:

Requirement under the Act	This Deed
<p>Planning instrument and/or development application – (section 7.4(1))</p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument</p> <p>(b) made, or proposes to make, a development application</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies</p>	<p>No</p> <p>Yes</p> <p>No</p>
Description of land to which this Deed applies – (section 7.4(3)(a))	See Schedule 3
Description of change to the environmental planning instrument to which this Deed applies – (section 7.4(3)(b))	Not applicable
The scope, timing and manner of delivery of contributions required by this Deed – (section 7.4(3)(c))	See clause 3 and Attachment 3
Applicability of section 7.11 of the Act – (section 7.4(3)(d))	Excluded
Applicability of section 7.12 of the Act – (section 7.4(3)(d))	Excluded
Applicability of section 7.24 of the Act – (section 7.4(3)(d))	Excluded
Consideration of benefits under this Deed if section 7.11 applies – (section 7.4(3)(e))	No
Mechanism for Dispute Resolution - (Section 7.4(3)(f))	See clause 6
Enforcement of this Deed – (section 7.4(g))	See clause 6
No obligation to grant consent or exercise statutory functions – (section 7.4(9))	See clause 10.11

SCHEDULE 2 - ADDRESS FOR SERVICE

Central Darling Shire Council

Contact: General Manager
Address: 21 Reid Street, Wilcannia NSW 2836
E-mail: council@centraldarling.nsw.gov.au

Maari Ma Health Aboriginal Corp

Contact: William Johnstone
Address: 2 Oxide Street, Broken Hill NSW 2880
E-mail: William.johnstone@maarima.com.au

SCHEDULE 3 – LAND

Description by reference to Lot and Deposited Plan
Lots 2, 3 and 4 DP1201089 and Lot 111 DP1201028 at Bonney Street, Wilcannia NSW 2836
That part of Bonney Street bounded by Lot A DP901402, Lot 2 DP588539, Lot 111 DP1201028 and Lot 1 DP1159318

SCHEDULE 4 – EXPLANATORY NOTE

Explanatory Note

Exhibition of draft Voluntary Planning Agreement

Lots 2, 3 and 4 DP 1201089 and Lot 111 DP 1201028 Bonney Street, Wilcannia NSW 2836

Environmental Planning & Assessment Regulation 2021 (clause 205)

Planning Agreement

The purpose of this Explanatory Note is to provide a plain English 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)*.

The Planning Agreement will require the provision of road, car parking and kerb and guttering works in relation to the proposed development of land at Lots 2, 3 and 4 DP 1201089 and Lot 111 DP 1201028 Bonney Street, Wilcannia.

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

Parties

Maari Ma Health Aboriginal Corporation (**the Developer**) made an offer to Central Darling Shire Council (**the Council**) to enter into a voluntary Planning Agreement, in connection with an application for development consent relating to the subject land.

Description of subject land

The land to which the Planning Agreement applies is Lots 2, 3 and 4 DP 1201089 and Lot 111 DP 1201028 Bonney Street, Wilcannia and part of Bonney Street bounded by Lot A DP901402, Lot 2 DP588539, Lot 111 DP1201028 and Lot 1 DP1159318 (**the Land**).

Description of the Development to which the Planning Agreement applies

The Developer has made an application to carry out development for the purpose of a health services facility being Council Application number D20/ 21 lodged on 15 November 2021.

Summary of Objectives, Nature and Effect of the Planning Agreement

The Planning Agreement requires the Developer to construct certain works prior to the completion of the development issue being part of the road, car parking, drainage and kerb and gutter.

Assessment of the Merits of the Planning Agreement

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

In accordance with section 1.3 of the Act, the Planning Agreement promotes the objects of the Act and specifically achieves the objectives stated in section 1.3 because it:

- (a) promotes 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 (s1.3(a)); and
- (b) promotes the orderly and economic use and development of the Land (s1.3(c)), through requiring the provision of infrastructure improvements in the vicinity of the proposed Development.

The Planning Agreement promotes the public interest as it will result in the delivery of a number of public benefits including the enhancement of road infrastructure near the Land, contributing towards meeting the present and future social and economic needs of the local community.

The Planning Purposes served by the Planning Agreement

In accordance with section 7.4(2) of the Act, the Planning Agreement will require the provision of transport infrastructure. The Planning Agreement will provide for the improvement of road infrastructure by requiring the undertaking of road works in the vicinity of the development, thereby contributing to the current and future needs of the local community.

The Planning Agreement provides a reasonable means for achieving the abovementioned public purposes on the basis that the Planning Agreement:

- (a) stipulates the timing for the completion of the works; and
- (b) restricts the progression of the development approved by the Development Consent unless the obligations are met.

How the Planning Agreement promotes the objectives of the Local Government Act 1993 and the elements of the Council's Charter

The Planning Agreement is consistent with the following guiding principles set out in Chapter 3 of the *Local Government Act 1993*:

- 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 apply the integrated planning and reporting framework in carrying out their functions so as to achieve desired outcomes and continuous improvements,
- Councils should work with others to secure appropriate services for local community needs,
- Councils should identify and prioritise key local community needs and aspirations and consider regional priorities.

The Planning Agreement promotes the above principles by ensuring the provision of road infrastructure to meet the needs of the local community.

Whether the Planning Agreement Conforms with the Council's Capital Works Program

Council's Management Plan incorporates capital work projects aimed at providing and improving community infrastructure. In this respect, the provision of the road works for the purpose of providing community infrastructure conforms to that intent.

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 completion of the works prior to the issue of an Occupation Certificate for the development approved by the Development Consent.

Attachment 1: Plan of Road

Attachment 2: Architectural Site Plan

Attachment 3: Costing and scope of Infrastructure Works Schedule