

**Due to the extent of changes between the 2018 Policy and the Draft Policy, tracked changes were not practical. Instead, we've provided this comparison table to clearly show the key differences and updates.**

Document Set ID 1437246

| Current   | Draft                               | Reason for Change  |
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| <b>Clause 1 - Policy Statement</b>  | <b>Clause 1 – Background</b>        | To change the clause heading to better reflect the content and intent of the section, thereby improving readability and user navigation through the policy.  |
| Clauses 1.3 “Purpose”, 1.5 “Objectives”, and 1.6 “What this Policy Sets Out” presented separately | Merged into a single clause 1.4     | To consolidate related provisions and eliminate duplication, enhancing cohesion, reducing repetition, and improving clarity for users interpreting the policy.   |
| Clause 1.4 – Saving Provision   | Updated and relocated to Clause 5.2 | <p>To delete reference to the Value Sharing Framework, as value sharing is not supported by the current Planning Agreement Practice Note 2025, ensuring policy alignment with current statutory instruments.</p> <p>To update provisions to apply more broadly across the LGA, promoting consistency, equity, and a city-wide approach to planning agreement negotiation and assessment.</p> <p>To ensure the content is more concise and direct, removing unnecessary complexity and making the policy easier to interpret and apply in practice.</p> |

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| Clause 1.7 – 1.13: context content (incl. legislative and procedural references) | Moved under new Clause 2 - Procedural and Policy Context of Planning Agreements | To reflect current legislative requirements and best practice, ensuring legal compliance and consistency with evolving state government policy directions and planning standards.  |
| <b>Addition</b>  | <b>New Clause 2 - Procedural and Policy Context of Planning Agreements</b>      | To support more consistent application of the policy and enhance stakeholder confidence by clarifying procedural steps, reducing ambiguity, and reinforcing transparent decision-making.   |
|  | Updated and relocated current clause 2.1 & 3.12 Probity under this new clause   | <p>To reposition content for improved logical flow, ensuring better alignment with structural improvements made across the policy and enhancing user comprehension. To align with the Practice Note (May 2025), supporting consistency with state-level guidance and ensuring the policy reflects current recommended approaches to planning agreements.</p> <p>To implement ICAC advice, ensuring and maintaining policy integrity, strengthening transparency, and reducing legal and probity risks associated with planning agreement processes.</p> <p>To reduce uncertainty associated with planning agreements, by providing clearer expectations, more robust procedures, and</p> |

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|   |   | greater clarity for stakeholders involved in negotiation and assessment.  |
| Clause 1.8 When may Council enter into a planning agreement       | New Clause 2.6 - When may Council enter into a planning agreement. Relocated and updated to include guidance on State Significant Development Applications (SSDAs) and matters referred to the Housing Delivery Authority (HDA) | To clarify Council's role in developments assessed by the NSW Government and to ensure opportunities for planning agreements addressing local infrastructure and public benefits are recognised. The update also encourages early engagement from proponents to facilitate timely consideration of planning agreements.   |
| <b>Clause 2- Principles for Planning Agreements</b>               | <b>New Clause 2 - Procedural and Policy Context of Planning Agreements</b>  | To change the clause heading to better reflect the content and intent of the section, thereby improving readability and user navigation through the policy.   |
| Clause 2.1 - Principles underlying the use of planning agreements | Updated and relocated to clause to 2.5 - Principles underlying negotiation of a planning agreement with Council   | To reflect the differently expressed "acceptability test" introduced in the May 2025 Practice Note, ensuring the policy remains consistent with current guidance and expectations.<br>To update this clause to align with the Practice Note<br>To add additional principles to provide more comprehensive policy foundation and to better support assessment consistency.<br>To enhance alignment with current planning norms and legislative intent. |

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| <p>Clause 2.2 - Acceptability test to be applied to all planning agreements</p>  | <p>Relocated and updated under new clause 3.2</p>         | <p>To improve clarity and logical flow of the document.</p>  |
| <p>Clause 2.3- Matters Council may consider &amp; 2.4 - Planning agreement contributions<br/>Council will consider in a planning agreement</p> | <p>Relocated and updated under new clause 3.1&amp;3.3</p> | <p>To align with the revised policy structure for improved logical flow and readability.<br/>To reduce duplication and improve clarity, the provision was streamlined and made more concise.<br/>To ensure consistency with the Practice Note (May 2025), terminology was updated to reflect current guidance and standards.<br/>To reflect best practice, new subclauses were introduced to strengthen the policy's relevance and effectiveness.<br/>To support more consistent and transparent decision-making when negotiating planning agreements, clearer procedural guidance was incorporated.<br/>To remove ambiguity and enhance practical usability, the content was revised for improved application in day-to-day planning processes.</p> |
| <p>Clause 2.6 - Recurrent charges &amp; maintenance costs</p>  | <p>Relocated and updated under new clause 3.7</p>         | <p>To ensure that planning agreements are structured:</p> <ul style="list-style-type: none"> <li>• to consider whole-of-life asset costs,</li> <li>• to support evidence-based decision-making when assessing asset handover,</li> </ul>   |

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|   |   | <ul style="list-style-type: none"> <li>• to promote equitable cost-sharing between developers and the community, and</li> <li>• to maintain Council’s long-term financial sustainability when accepting new public assets.</li> </ul>   |
| Clause 2.7, 2.8, 2.9, 2.10 & 2.11 regarding contributions | Merged into a new clause 4 as below   |   |
| <b>Addition</b>   | <b>New clause 3 – Matters Council may consider when negotiating and entering into planning agreements</b> | Introduced to consolidate evaluation and decision-making criteria into a single, clearly defined section.   |
| <b>Addition</b>   | New subclause clause 3.4 – Land dedication  | To provide clear guidance on how offers involving land dedication will be assessed, including location, suitability, title, condition, and long-term asset implications. This supports alignment with Council’s asset management and open space strategies.<br>To meet the requirements of Land Dedication Policy 2024. |
| <b>Addition</b>   | New subclause 3.5 – Affordable housing contribution   | To formalise Council’s expectations regarding affordable housing contributions where they are proposed for inclusion in the agreement, including preferred forms, delivery mechanisms, and alignment with   |

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|                 |   | Affordable Rental Housing Policy 2024 and Affordable Housing Action Plan 2023-2025.  |
| <b>Addition</b> | New subclause 3.6 - Capital works   | To establish clear criteria for assessing offers to fund or deliver capital works. This ensures proposed works are suitable, meet Council standards, and consider whole-of-life asset costs, reducing future maintenance and delivery risks. |
| <b>Addition</b> | <b>New clause 4 -Methodology for valuing public benefits under a planning agreement</b> | To improve structure, clarity, and policy alignment, current clauses 2.7–2.11 were merged into a single, more comprehensive Clause 4 titled “Methodology for valuing public benefits under a planning agreement.”                            |
| <b>Addition</b> | Subclause 4.1 - Determination of benefit value  | Maintained with clearer alignment to new valuation methodology and legislative standards.<br>Clarified process, reinforced objectivity (e.g., use of QS/valuer), and aligned with asset handover policies.                                   |
| <b>Addition</b> | Subclause 4.2 - Consideration of planning agreement contributions                       | This subclause notes consideration of State Government levies, Council Policies and maintenance costs in consideration of contributions.   |

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| <b>Addition</b>   | Subclause 4.3 - Monetary contributions and pooling of contributions | Consolidated to create a more holistic and practical view of monetary contributions under planning agreements.  |
| <b>Addition</b>   | Subclause 4.4 - Indexation of contribution values and security      | Added to reflect practical cost escalation concerns and better manage long-term value.  |
| <b>Clause 3 – Negotiation Procedures and Probity</b>  | <b>New Clause 5 – Negotiation Procedures</b>                        | To improve upon the current clause 3 by: <ul style="list-style-type: none"> <li>• enhancing clarity on roles, responsibilities, and process sequencing.</li> <li>• making probity controls more rigorous and easier to follow.</li> <li>• consolidating redundant subclauses for greater cohesion.</li> <li>• adding flexibility for amendments, including re-notification rules.</li> <li>• moving procedural steps to an appendix for accessibility without disrupting flow.</li> </ul> |
| Clause 3.1 - Timing of negotiation<br>Clause 3.2 - In what form shall a planning agreement offer be made? | Clause 5.1 – General (describes Council’s negotiation approach)     | Describes Council’s negotiation approach and the sequence of the negotiation.   |
| Clause 1.4 – Saving provisions  | Clause 5.2 - Saving provisions                                      | To better integrate transitional provisions within the context of negotiation procedures, ensuring structural coherence and improved policy flow.   |

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| Clause 3.3, 3.4, 3.5, 3.6 & 3.7 - role of VPA Officer, timing of exhibition of Planning Agreement, changes to agreement during negotiation | <p>Clause 5.3 - Negotiating and preparing a draft planning agreement or amendment</p> <p>Clause 5.5 – Involvement of independent third parties in the negotiation and assessment process</p> <p>Clause 5.6 - Amending or revoking a planning agreement</p> | Revised subclauses detail the role and responsibilities of the Planning Agreement Officer, discuss where an independent third party may be involved in the negotiation, and discuss the process for revoking or amending a planning agreement and when renotification (public exhibition) is required. |
| Clause 3.8 - Input from other Council officers   | Clause 5.4 - Input from other Council officers   | To expand and clarify with specific references to asset management, infrastructure, financial, and executive input.  |
| Clause 3.9 - Involvement of independent third parties in the negotiation and assessment process  | Clause 5.5 - Involvement of independent third parties in the negotiation and assessment process  | To reiterate with further conditions, triggers, and clarification of developer or Council cost responsibility.   |
| Clase 3.10 - Key steps in planning agreement preparation process   | Appendix C - Summary steps to preparing and negotiating a planning agreement   | To move procedural steps to an appendix for accessibility without disrupting flow.   |
| <b>Addition</b>  | New paragraph added after Clause 5.5 to provide for the appointment of a probity advisor where a planning matter is  | In response to ICAC and external lawyers advice regarding key roles in planning agreement processes.   |

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|  | associated with a history of controversy, litigation, or complaints.            |  |
| <b>Addition</b>  | New Clause 5.7 - Lobbying   | To incorporate ICAC’s advice to clarify the role of Councillors, further strengthening governance by ensuring the policy framework reflects best practice.   |
| Clause 3.11 - Separation of Council’s commercial and planning assessment roles | Clause 2.2 and Clause 5.5   | To reinforce transparency and independence in dual-role scenarios. Incorporated into broader probity safeguards, particularly for projects where Council has a financial or ownership interest.  |
| Clause 3.12 – Probity  | Clause 2.2 – Probity and Governance   | To highlight governance and conflict-of-interest protections earlier in the policy. Repositioned and renamed.  |
| <b>Clause 4 – Notification and procedure</b><br>Subclause 4.1, 4.2 and 4.3     | <b>New Clause 6 - Notification and exhibition</b><br>Subclause 6.1, 6.2 and 6.3 | To refine the title for clarity by replacing “Procedure” with the more accurate term “Exhibition”.<br>To expand the content while maintaining a similar overall structure.<br>To clarify internal steps prior to public exhibition, including the requirement for Council endorsement of draft planning agreements.<br>To expand cost responsibilities by specifying that the developer must also bear the costs associated with amendments and revocations. |

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| <p><b>Clause 5 - Implementation and conditions</b></p> | <p><b>New Clause 7 - Implementation and conditions</b></p> | <ul style="list-style-type: none"> <li>• To provide stronger clarity on the timing and staging of planning agreement obligations, including detailed expectations around when monetary, works, and land contributions must be delivered, particularly in staged developments.</li> <li>• To introduce the Infrastructure Services Delivery Plan (ISDP) and implementation agreements as structured tools to guide the negotiation, delivery, and adjustment of planning agreement contributions.</li> <li>• To implement more robust security and enforcement mechanisms, including clearer requirements around bank guarantees, caveats, land charges, and default provisions to protect Council's interests.</li> <li>• To require detailed provisions on design standards, inspections, and asset handover, ensuring that delivered works meet Council and industry standards and are approved by relevant Council departments prior to acceptance.</li> <li>• To enhance accountability and tracking of contributions, through clearer reporting obligations, financial recording in Council's</li> </ul> |
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|                       |   | <p>systems, and public transparency in financial statements and asset registers.</p> <ul style="list-style-type: none"> <li>• To impose explicit restrictions on assignments and dealings, requiring Council’s approval and ensuring that any new party is bound by the original planning agreement terms, including financial security provisions.</li> <li>• To align with best practice and strengthen Council’s legal and operational position, while still allowing reasonable flexibility for developers through mechanisms such as implementation agreements, modification pathways, and mediation for dispute resolution.</li> </ul> |
| <b>Addition</b>       | New paragraph added after Clause 7.6 - Monitoring and review of a planning agreement to include measures that track the progress of executing planning agreements against key milestones. | <ul style="list-style-type: none"> <li>• To adopt ICAC’s recommendation to strengthen monitoring of planning agreements, providing assurance to the community, supporting forward planning for asset management, and enabling ‘lessons learnt’ reviews of outcomes across agreements.</li> </ul>   |
| <b>Heading change</b> | Changed the heading of Clause 7.18 - ‘Accountability’ to ‘Monetary contributions – Accounting’  | <ul style="list-style-type: none"> <li>• In response to ICAC’s advice, clarifying that accountability extends beyond financial standards and ensuring the heading more accurately reflects the clause’s intent.</li> </ul>   |

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| <p><b>Clause 6 - Terms and definitions used in this policy</b></p> | <p><b>New Clause 8 – Terms and definitions</b></p> | <ul style="list-style-type: none"> <li>• To reflect the overall restructure of the policy, where clause numbering has changed to accommodate expanded content, while retaining the definitions section at the end for consistency and ease of reference.</li> <li>• To ensure definitions reflect current planning agreement practice and statutory terminology.</li> <li>• To incorporate new and relevant terms introduced in the revised policy, such as Infrastructure Services Delivery Plan (ISDP).</li> <li>• To provide clearer, more concise explanations of key terms, ensuring definitions are practical and user-focused, supporting improved understanding and consistent application.</li> <li>• To remove outdated or unused terms, maintaining relevance and avoiding confusion by only including terms directly applicable to the functioning and interpretation of the planning agreement policy.</li> <li>• To enhance internal consistency and support clause interpretation, with all key terminology clearly defined in one place, allowing for better cross-</li> </ul> |
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|   |  | referencing and reducing ambiguity in implementation.  |
| Appendix A - Application Map and Parramatta CBD Map | New Appendix A – Planning Agreement Template | Appendix A – Application Map and Parramatta CBD Map: Deleted, as the Policy applies to the entire LGA.<br>New Appendix A – Planning Agreement Template: Included to support ease of use and provide a consistent structure for drafting planning agreements. |
| <b>Addition</b>                                     | Planning Agreement Template                  | Introduction of detailed maintenance requirements within Clause 9.6:<br>Maintenance Period is:<br>(i) hard assets and soft assets (landscaping components of open  |

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|  |  | <p>space or park works), all road works, and Smart City works - a period of 2 years from the date of delivery under a planning agreement;</p> <p>(ii) bushland regeneration works - a period of 5 years from the date of delivery under a planning agreement; and</p> <p>(iii) any other Works – a period of 12 months from the date of delivery under a planning agreement or as otherwise agreed.</p> <p>Note: All maintenance periods and associated obligations remain subject to negotiation on a case-by-case basis, having regard to the specific circumstances of each development, the nature and scale of the works, and Council’s operational and asset management requirements. The template’s role is a non-prescriptive guide that can be amended as required during negotiations.</p> <p>The proposed template does not alter Council’s policy position but provides a clearer starting point for negotiations, while preserving Council’s discretion to determine appropriate maintenance outcomes on a site-specific basis.</p> |
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| <b>Addition</b>   | New Appendix B – Explanatory Note Template                                      | Added to assist users in preparing explanatory notes in a consistent and accessible format.  |
| Clause 3.10 - Key steps in planning agreement preparation process | New Appendix C- Summary steps to preparing and negotiating a planning agreement | To move procedural steps to an appendix for accessibility without disrupting flow. Renamed and updated to reflect current practice.    |
| Appendix B – Process Flow Chart                                   | Appendix D – Indicative Planning Agreement Flowchart                            | Renamed and updated as Appendix D - Indicative Flowchart to reflect current practice and sequencing of steps under the revised policy. |
| <b>Addition</b>   | New Appendix E – Infrastructure Service Delivery Plan Template                  | Introduced to guide the preparation of infrastructure delivery planning as part of the planning agreement process.                     |
| <b>Addition</b>   | New Appendix F – Letter of Offer Template                                       | Included to provide a standardised format for proponents when making formal offers under the planning agreement process.               |