



# **Ordinary Meeting of Council**

**12 March 2025**

**UNDER SEPARATE COVER  
ATTACHMENTS**

**ITEM 9.2**

**QUEANBEYAN-PALERANG REGIONAL COUNCIL  
ORDINARY MEETING OF COUNCIL**

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# **QUEANBEYAN-PALERANG REGIONAL COUNCIL**

## **Council Meeting Attachment**

**12 MARCH 2025**

ITEM 9.2            MEMORANDUM OF UNDERSTANDING - ABBEYFIELD  
                         SENIORS HOUSING PROJECT

ATTACHMENT 1    UPDATED MOU BETWEEN QPRC & ABBEYFIELD



## Memorandum of Understanding

### PARTIES

Queanbeyan-Palerang Regional Council (ABN 95 933 070 982)  
of 257 Crawford Street QUEANBEYAN NSW 2620  
Hereinafter referred to as '**QPRC**'.

### AND

Abbeyfield Australia Limited (ABN 91 005 954 905)  
of 4 Suite 4, 860 Doncaster Road DONCASTER EAST VIC 3109  
Hereinafter referred to as '**Abbeyfield**'.

### PURPOSE

This Memorandum of Understanding (MoU) is to set out the undertakings, conditions and agreements between the parties to facilitate the Development Approval process of a new seniors community housing facility at 4-6 Majara Street, Bungendore NSW.

### DEFINITIONS

#### Site

The portion of land at 4-6 Majara Street Bungendore, made up of lots 13 & 14, Deposited plan 1139067.

#### Development

The construction of a seniors community housing facility on the site, comprising of a 12 bedroom dwelling.

#### Development Application

The application prepared by Abbeyfield under the *Environmental Planning and Assessment Act 1979* for construction of the Development at the Site.

#### Planning Proposal

The proposal prepared under Division 3.4 of the *Environmental Planning and Assessment Act 1979* will seek to modify the *Queanbeyan-Palerang Regional Local Environmental Plan 2022* to allow for the Development at the Site.

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ABN 95 933 070 982



### **Consent Authority**

Consent Authority as defined under Division 4.2 of the *Environmental Planning and Assessment Act 1979*. For the purposes of this MoU, the Consent Authority is QPRC unless otherwise stated.

### **Agreed Costs**

Costs directly associated with the Development Application and Development Approval process, to be allocated for from the funds. This includes but is not limited to:

- a) Architectural designs
- b) Technical documentation
- c) Expert reports
- d) Development contributions
- e) Strata subdivision costs
- f) Development Application Costs, which may include external assessment
- g) Construction Certificate and other inspections
- h) Legal costs and transfer of Land from QPRC to Abbeyfield

### **Funding**

The funding provided by Council as agreed for payment of Agreed Costs is \$500,000 as per QPRC Council Resolution 411/24.

### **Section 64 Contributions**

Contributions levied under section 64 of the *Local Government Act 1993* for a development likely to increase the demand for water supply, and to cover costs of additional water and sewer access needed for the development.

### **Section 7.11 Contributions**

Contributions levied under section 7.11 of the *Environmental Planning and Assessment Act* to contribute towards costs of providing local infrastructure.



## UNDERTAKINGS

### 1) Negotiations with NSW Department of Education

- a. QPRC intends to continue negotiations with the NSW Department of Education, including (inter alia) control and ownership of the site
- b. These negotiations have established a *Heads of Agreement* and *Deed of Settlement* between QPRC and NSW Department of Education
- c. Ownership of the site is intended to be returned to QPRC by early in 2027 by a Contract of Sale
- d. Costs associated with the development of the Planning Proposal will also be subject to negotiations with the NSW Department of Education, with the intention that the NSW Department of Education agree to pay these costs in accordance with clause 4 below.

### 2) Land Gifting and Transfer

- a. Once Development Consent is obtained for development at the site, QPRC will initiate the process to gift the site to Abbeyfield for nil consideration.
- b. This gift will result in the transfer of ownership over the land from QPRC to Abbeyfield as the titleholder over the land
- c. Before this transfer can occur, Abbeyfield must be able to reasonably demonstrate the presence of initial funding to commence the first stage of development on over the land
- d. All costs for the transfer, including any legal fees, registration fees, and any payable taxes or duties shall be borne by Abbeyfield
- e. Upon the gifting and transfer of the land from QPRC to Abbeyfield, both parties will have discharged their obligations under this MoU

### 3) Administration of Funding

- a. Abbeyfield shall use the funds (as defined above) to cover Agreed Costs to prepare the Development Application
- b. Funds shall be paid upon the receipt of appropriate evidence of costs (such as invoices or quotation for works) and as agreed by both parties, towards the Agreed Costs up to the Allocated Limit
- c. Any costs for the preparation and finalisation of the Development Consent beyond the allocated limit shall be borne by Abbeyfield
- d. QPRC will maintain a Ledger of funds expended and provide copy to Abbeyfield on a regular basis until the balance has been allocated
- e. In the event that there are funds remaining after Development Consent has been issued and all Agreed Costs have been met, these remaining funds



may be provided to Abbeyfield towards the delivery of the project, subject to Council approval

#### **4) Planning Proposal**

- a. QPRC will prepare a planning proposal to allow for the Development at the Site
- b. Costs associated with the planning proposal, including internal staff costs, are included with the Deed of Settlement between QPRC and NSW Department of Education as a QPRC compensation claim and are not to be included as Agreed Costs

#### **5) Development Application and Contribution Requirements**

- a. Development of the site as proposed by Abbeyfield requires development consent
- b. QPRC is the determining authority under the *Environment Planning and Assessment Act*
- c. The NSW Department of Education has agreed to sign Landowner consent to enable Abbeyfield to prepare and lodge the Development Application for the Seniors Housing Project
- d. The Development Application will require payment of section 64 contributions as defined above to cover costs of providing water and sewer access to the site
- e. The Development Application will require payment of section 7.11 contributions, as defined above
- f. Any costs associated with the Development Application are Agreed Costs and are to be paid out of the allocated funding
- g. Abbeyfield is entitled to submit requests for consideration of fee waivers relating to the planning and development process. All such requests will be considered by Council in good faith

### **OTHER UNDERTAKINGS**

#### **Jurisdiction**

This MoU is to be read in accordance with the laws of New South Wales.

#### **Indemnity**

Both parties agree to indemnify one another against all forms of loss, including consequential loss, or any action either under statute or common law, brought about through the operation of this MoU.





Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_

**Signed and executed on the part of  
the Queanbeyan-Palerang Regional  
Council by an authorised Officer**

**Signed and executed on behalf of  
Abbeyfield Australia by an  
authorised agent.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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Office Held

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Office Held

In the presence of

In the presence of

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name