

Queensland



**LOCAL GOVERNMENT
(PLANNING AND
ENVIRONMENT)
AMENDMENT ACT 1995**

Act No. 49 of 1995

Queensland



**LOCAL GOVERNMENT (PLANNING
AND ENVIRONMENT) AMENDMENT
ACT 1995**

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**Local Government (Planning and
Environment) Amendment Act 1995**

Act No. 49 of 1995

**An Act to amend the *Local Government (Planning and Environment)
Act 1990***

[Assented to 22 November 1995]

The Parliament of Queensland enacts—

Short title

1. This Act may be cited as the *Local Government (Planning and Environment) Amendment Act 1995*.

Act amended

2. This Act amends the *Local Government (Planning and Environment) Act 1990*.

Amendment of s 3.3 (Town planning certificates)

3.(1) Section 3.3(3)—

insert—

- (d) whether or not an infrastructure agreement under part 6, division 2 applies to the premises, and, if so, whether there are obligations under the agreement that have not been fulfilled; and
- (e) if there are obligations under the agreement that have not been fulfilled—that the obligations may attach to the premises.’.

(2) Section 3.3(5)—

insert—

- (j) details of any infrastructure agreement under part 6, division 2 applying to the premises and of obligations under the agreement that have not been fulfilled.’.

(3) After section 3.3(5)—

insert—

- (5A)** If all the obligations under an infrastructure agreement under part 6, division 2 have been fulfilled for the land for which a planning certificate is to be given, the certificate need not set out the matters mentioned in subsection (3)(d) or (5)(j).’.

Amendment of s 5.3 (Sealing of plans for registration)

4. Section 5.3(4)—

insert—

‘(c) the obligations under any infrastructure agreement under part 6, division 2, applying to the land contained in the plan of survey have either—

(i) been fulfilled; or

(ii) been fulfilled to the extent the local government considers necessary, having regard to the development control plan and the agreement;’.

Replacement of pt 6 heading

5. Part 6, heading—

omit, insert—

‘PART 6—CONDITIONS, CONTRIBUTIONS, WORKS AND INFRASTRUCTURE AGREEMENTS

‘Division 1—Conditions, contributions and works’.

Amendment of s 6.1

6. Section 6.1—

insert—

‘(3) Subsections (1) and (2) do not apply to an infrastructure agreement under division 2.’.

Insertion of new pt 6, div 2

7. In part 6, after section 6.4—

insert—

‘Division 2—Infrastructure agreements

‘Definitions for div 2

‘6.5 In this division—

“consent document” see section 6.10.

“infrastructure” includes facilities, services, land and works used in connection with economic activity or the environment.

“infrastructure agreement” see section 6.6.

“State” includes an entity representing the State.

‘Meaning of “infrastructure agreement”

‘6.6(1) For this division, an **“infrastructure agreement”** is an agreement containing all the elements mentioned in subsections (2) to (4).

(2) The agreement must be about infrastructure for the development of land included in a development control plan.

(3) The State, a government owned corporation or a local government must be a party to the agreement.

(4) The agreement must provide for the following matters—

- (a) repayment of amounts paid, and reimbursement of amounts expended, under the agreement, and amendment or cancellation of the obligations under the agreement, if the development entitlements on which the obligations are based are changed without the consent of the person who has to fulfil the obligations;
- (b) how the obligations must be fulfilled if there is 1 or more changes of ownership of land, the subject of the agreement;
- (c) matters prescribed under a regulation.

(5) An **“infrastructure agreement”** includes the agreement as originally made, and as amended from time to time since it was originally made.

‘Power to make infrastructure agreement

‘6.7 To remove any doubt, it is declared that the State, a government

owned corporation or a local government has, and always did have, the power to make or amend an infrastructure agreement.

‘Infrastructure agreement may bind future local government decisions

‘6.8 An infrastructure agreement to which a local government is a party is not invalid merely because it has the effect of limiting the exercise of a discretion of the local government, and the limitation of the discretion is to be given effect.

‘Copy of infrastructure agreement to be given to local government

‘6.9 If the State or a government owned corporation is a party to an infrastructure agreement applying to land, the State or government owned corporation must give a copy of the agreement to the local government for the area in which the land is situated as soon as practicable after the agreement is made.

‘When infrastructure agreement binds successors in title

‘6.10(1) If the owner of land, to which an infrastructure agreement applies, is a party to the agreement or consents to the development obligations being attached to the land, the development obligations attach to the land and bind the owner and the owner’s successors in title of the land.

‘(2) If the owner’s consent under subsection (1) is not endorsed on the agreement, the owner must give a copy of the document evidencing the owner’s consent (the “**consent document**”) to the local government as soon as practicable after the owner consents.

‘(3) In this section—

“**development obligations**” means the obligations under the infrastructure agreement other than the obligations to be fulfilled by the State, a government owned corporation or a local government.

‘Existing agreements

‘6.11(1) To remove any doubt, sections 6.5 to 6.10 do not apply to an

infrastructure agreement made before the commencement of this division.

‘(2) However, those sections, other than section 6.6(4), apply to the Springfield agreements.

‘(3) In this section—

“Springfield agreements” means—

- (a) the agreement made on 29 November 1994 between the State and Springfield Land Corporation Pty Ltd (ACN 055 714 531) and Springfield Land Corporation (No. 2) Pty Ltd (ACN 056 462 205); and
- (b) the agreement titled ‘The Springfield Project Agreement’ and made, or to be made in 1995, between those parties about infrastructure for the development of the land to which the agreement mentioned in paragraph (a) applies.

‘Copies of infrastructure agreement available for inspection

‘6.12(1) This section applies if a local government is a party to an infrastructure agreement or has been given a copy of an infrastructure agreement under section 6.9 or a consent document under section 6.10.

(2) The local government must—

- (a) keep the infrastructure agreement or consent document open to inspection; and
- (b) make copies available for purchase at its public office at a price not more than the cost to the local government of producing the copy and, if a copy is supplied by post, the cost of postage.

‘Effect on other agreements

‘6.13 Section 6.7 must not be taken to imply that an agreement is unlawful merely because it—

- (a) is about infrastructure for land not included in a development control plan; or
- (b) was made before the commencement of the section.’.

