



South Sydney Region  
Diocese of Sydney

# South Sydney Region Guidelines for Property Development

Supporting Local Ministry Opportunities



Sydney Diocese  
Anglican Church of Australia

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## Foreword – Robert Forsyth, Bishop of South Sydney

The Christian church is the community of those who have been born anew to an inheritance which is imperishable, undefiled, unfading; kept in heaven as they wait by faith for salvation ready to be revealed at the last time. So then why worry about earthly property?

Because earthly property is what God has given us to be our servant in serving him. Earthly property, whether it is the places in which we gather to hear God's word, or where we house our ministers and other staff, or even that which we develop to provide other resources for ministry, is part of God's blessing to us in this age. It can be a good servant to God's people.

But it can be a terrible burden.

Unless we are wise in managing and developing our property resources, what should be a blessing can be more of a curse.

Property matters are complex and challenging. They can be intimidating and distracting. They can also, if properly handled, be a significant source of blessing to God's people. These days ministers, churchwardens and parish councils have to be across the challenges, issues and opportunities that it provides.

Where can such Christian leaders get help?

I am delighted that the South Sydney Regional Council has taken the initiative to prepare this guide as an aid to parish leadership. It is offered as a service to the churches of the whole diocese.

This book makes the question of dealing with property, particularly through the processes of church administration, the wider community, local councils, the law and financial institutions, accessible. I recommend it very highly.

I pray that this book will be of increasing value to our churches as they seek to reach Sydney for the Lord Jesus Christ. To be wise about things on earth while still investing our treasure in heaven is quite a challenge. I know this book will be a great help in one part of that task.



*Robert Forsyth*  
*Bishop of South Sydney*

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## About this document

This document has been developed by the South Sydney Regional Council (SSRC) as an aid to parishes who want to develop or in other ways deal with their property assets in a way which maximises their value and minimises the risks involved, while possibly releasing money for ministry opportunities.

These ‘working guidelines’ do not attempt to replace other Diocesan documents but rather provide assistance about ‘what to do’ in what is often a confusing process for people who are not professionals in the property industry.

The first section touches on frequently asked questions about how church property is held and operated and offers pointers and cautions. It avoids technical jargon where possible and is written for the benefit of a parish councillor who has to navigate the sometimes complex pathways of consultation, approvals, projections and outcomes.

The second section guides the councillor/warden/rector through the various stages from ‘first thoughts’ to ‘cutting the ribbon’ and illustrates them with a road map and explanatory notes. Standard letter formats to the Archdeacon, Anglican Church Property Trust etc are included to simplify many of the steps.

A resource section provides an easy access to Diocesan documents and other web-based material of interest and assistance. To help with ‘technical talk’ there is a glossary of common property terms together with useful checklists to keep you on track.

We do want to underline that this is a set of guidelines, not a set of rules. The rules and regulations vary according to the body that you are dealing with, and reference is made to these in this set of guidelines.

The SSRC has produced this document in such a way as to try and demonstrate to members of parishes that the initiative and drive for progressing with property matters best comes from the parishes themselves, with help from outside bodies who may be closely or distantly linked to them. We trust that in itself the document will be an encouragement to parishes to think seriously about the effectiveness of their properties as tools for ministry or for producing income which can result in more effective ministry.

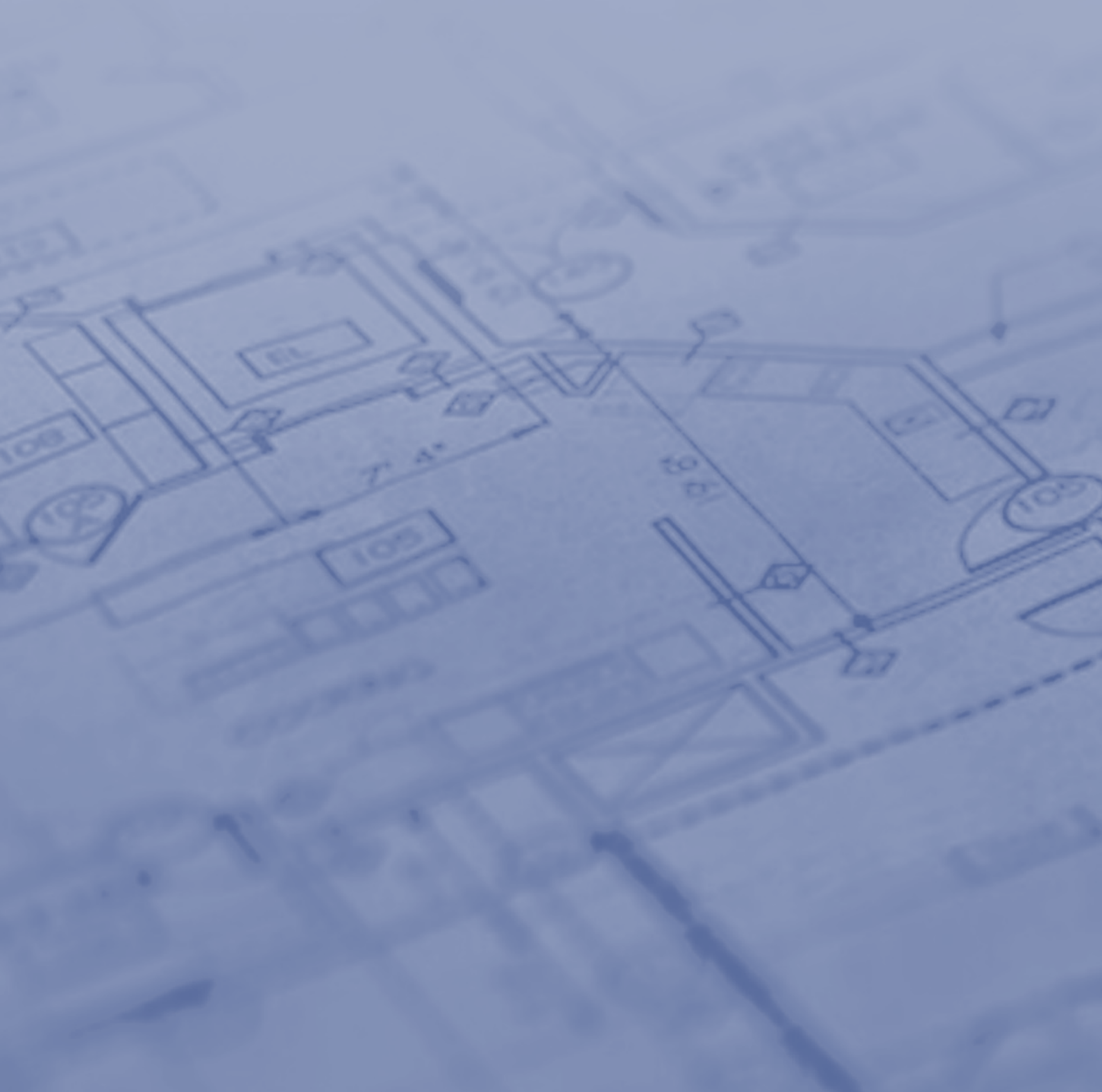
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# General Information



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# 1. General information

## Who owns it anyway?

It may come as a surprise that in general parishes do not own their property in their own right. It is held in trust for them by the corporate trustee of the Diocese of Sydney, Anglican Church Property Trust Diocese of Sydney (ACPT). In this document, property is ‘church trust property’ if it is subject to any trust for or for the use, benefit, or purposes of the Anglican Church in the Diocese of Sydney or any parochial unit or Diocesan organisation in the Diocese.

## Held on trust

All church trust property in this Diocese is held on trust by the ACPT for the purposes of parishes, or Diocesan organisations, or for other purposes within the Diocese. Church trusts are charitable trusts. Under trusts like these the property concerned is devoted to designated purposes.

## An ordinance, please!

The power to authorise dealings with church trust property (for example, sales, mortgages, leases or developments) has been given by Act of Parliament to the Synod or the Standing Committee. So parishes and church organisations who own church trust property and wish to sell, mortgage, lease or develop the property need to bring an ‘ordinance’ to the Synod or Standing Committee. This is a piece of church legislation, like a bill before parliament, and is called an ordinance because it begins with the words, ‘The Synod (or Standing Committee) ... now *ordains* ...’

## The title deeds

If a parish is considering an action that requires the presentation of an ordinance, the churchwardens need to talk with the ACPT to ensure the documents of title can be located and, if necessary, put in order. The ACPT holds the title deeds for church trust property. At the end of any action involving title documents, the documents must be returned to the ACPT.

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## Money from property

It almost goes without saying that a parish will need to know from the start where the money from their property project will end up. Few things will dissuade them from embarking on such an adventure as much as lack of clarity about the destination of returns (capital and/or income) produced. Capital will usually be in the form of a lump sum (such as proceeds from the sale of a property). Income is usually in the form of a stream of cash flows over a period of time.

Questions that arise will be along the lines of ‘Do we keep it all?’ and ‘How much say do we have in its use?’

You may well at this stage want to remind yourself of *Who owns it anyway?* (page 1–1). Again, it’s important to remember that our parishes are part of a fellowship (the Diocese) which means that often returns from church properties are shared by the whole fellowship. There are good reasons for this, but it’s sometimes hard to keep this in mind.

Of course all costs of the project are to be included in deductions from any return produced.

As a diocese we have a long-established policy which is based on our properties being held in charitable trust, not private trusts. It is generally felt that it is not in the interests of any parish, for instance, to be dependent on property income. The general principle is that property income should be used to fund property.

As well, when parishes engage in property projects there is a convention that if these projects produce an income stream, a certain amount should be capitalised (to provide for replacement and other responsibilities), while the rest can be applied for the purposes of the parish (other than the payment of stipends, allowances and benefits of the minister).

It is important to note that if the proposed income stream exceeds \$40,000 per year, or the capital to be realised exceeds \$500,000, Standing Committee policy is that a proportion (normally 15 per cent) should be directed to either central capital funds (the ‘Diocesan Endowment’) or to ‘Diocesan Mission’ purposes outside the parish. However, it is possible for the parish to ask for these requirements to be varied, and each case is dealt with separately. So, for instance, it’s normal practice that if a parish is selling one dwelling in order to purchase or build another of similar value, there is a simple exchange.

You can see however, that while there are certain responsibilities to the rest of the Diocese that a parish will need to consider in undertaking a particular property project, there is still an immense amount of say it has in how the money is spent and how much of it can be spent.



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So ...

- ‘Do we keep it all?’ – this is possible, but usually only 85 per cent
- ‘How much say do we have in its use?’ – almost total say within certain policy and conventions, some of them noted above.

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## Maximum price or the greater good?

When a property valuer looks at land he looks at it in commercial terms, that is the land is assumed to be developed to the 'highest and best use'.

This raises the question: highest and best use for whom? The parish may choose to use its land for a church hall, a rectory or a multitude of other uses that more effectively tie in with the aims and objectives of the parish. Perhaps in these examples, usage does not maximise the profit which could be gained from the land. A commercial developer or builder has a very clear decision-making process focused upon profit maximisation. In the parish's objectives, profit maximisation is not necessarily the be all and end all. However, where a project is undertaken primarily for the greater good, prudent financial and project analysis will still be required.

There may, alternatively, be situations where it is important to maximise financial returns, as the land is surplus to requirements and the money is needed for projects elsewhere.

In either case, the parish seeks the greater good. It is important then for the parish to be clear as to its aims and objectives which will form an excellent guide to the nature of the development which satisfies their criteria for the 'greater good'.

## What purpose is the project serving?

It may be helpful to consider the specifics of the project that is under consideration:

- Is it serving the purposes of the parish or is it serving the interests of the developer? The developer's purpose is usually maximum return at minimum risk within the shortest timeframe possible. This may align with the parish's purposes, but may be the antithesis.
- Is it serving the Diocesan Mission?
- Is it serving the image of the church and of how we conduct ourselves?
- Is it serving God's purpose in our activities as a parish?
- Is it a monument to the parish council, a member, an architect or civic official?

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# Ethical development

There are some 'social covenants' we follow as a Diocese (or fellowship of churches) which determine what sort of enterprises we will put property and other income into. A parish cannot run a pub or buy an arms factory for instance!

The Standing Committee has established a social covenant policy that says that church property should not be used:

- for any illegal or immoral purpose;
- for the sale by wholesale of tobacco or the promotion of the use of tobacco in any form;
- in any way connected with gambling or betting;
- for the manufacture, sale, distribution, consumption or promotion of the consumption of liquor other than
  - the sale and consumption of liquor on premises where the liquor is intended to be consumed with food sold on those premises for consumption on those premises, or
  - liquor manufactured, sold or distributed for medicinal purposes or for purposes other than for human consumption;
- in connection with narcotic drugs (including any prohibited drug, prohibited plant or drug of addiction) except as part of the normal trading practices of a registered medical practitioner, pharmacist, chemist, dental or veterinary surgeon;
- for trade on Sunday except for the sale of food, newspapers, petrol, pharmaceutical services and supplies or other services urgently required on Sundays and for purposes approved by the Standing Committee in the context of specific local circumstances; and
- for the sale or distribution of video cassettes as presently rated 'X' and 'R' by the Commonwealth Censorship Board.

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## Where are the funds?

The parish's own financial resources are an important source for financing a project, especially in the early stages where the concept is developed and assessed through the initial proposal and final proposal stages.

If the parish does not have sufficient resources to complete a project then it will need to borrow funds to finance the project.

One source of loan funding is Glebe Investment Company Pty Ltd (GIC), a subsidiary of the Glebe Administration Board. GIC will usually only lend for projects of more than \$400,000 and requires that the loan meet strict commercial lending terms.

Another source of loan funding is the Sydney Church of England Finance and Loans Board (FLB).

The FLB will

- usually only lend for ministry-related projects including the purchase or extension of staff housing and building or renovating of a hall or church building.
- lend up to \$400,000 subject to their funds availability. The length of a loan is typically 20-25 years and the interest charged is comparable to that offered by the leading banks. Because the capital of the FLB is limited, shorter loan periods and lower loan amounts are preferable.

The parish must however commit to not securing the church assets for any other purpose as explained above. The advantage of using the FLB is that your loan does not need to meet commercial lending criteria. Security, by way of a mortgage, is not required. The FLB offers a high degree of flexibility, for example, they may suspend principal repayments should your church experience short term financial difficulties.

Finally, if a loan is sought from GIC, a bank or other external financier and a commercial mortgage is required, then the parish must seek approval from the Ordinance Reviewer or Ordinance Review Panel, Standing Committee and the Archbishop, all in consultation with the Archdeacon.

## Who's in control?

Generally speaking no decision regarding a church property can be made without the consent of a majority of the parish council. In addition, the consent of other Diocesan bodies will be required before any dealings take place. Control rests with a number of bodies, depending on the nature of the dealing and the trusts on the property. In other words the system is designed to protect everyone's interests, and both the church and certain Diocesan bodies will usually have a power of veto and therefore a measure of control over a project.

It is difficult to make general statements about precisely which Diocesan organisations will have such power in any given case. The key factors are the type of dealing being envisaged (sale, lease, mortgage, granting an easement over, or developing the land) and nature of the trusts. The following is a guide only to illustrate how control of certain projects may look, but advice should be sought from the Archdeacon and the ACPT.

Transaction	Who is approval required from ...
Sale, lease, mortgaging of church property	<p>Majority of parish council</p> <p>Archdeacon (technically the Archdeacon's consent is not required, however in practice an ordinance will probably not be passed by Standing Committee where the Archdeacon recommends otherwise)</p> <p>Mission Property Committee – for the sale or development of a site on which a church building is erected (technically the consent of the Mission Property Committee is not required, however in practice a sale ordinance will probably not be passed by the Standing Committee where the Mission Property Committee recommends it not be passed)</p> <p>Ordinance reviewer or review panel</p> <p>The Standing Committee</p> <p>Archbishop</p> <p>The ACPT</p>
Development or modification of church property	<p>Majority of parish council</p> <p>The minister</p> <p>Regional Architectural Panel</p> <p>Archbishop or regional bishop (though in practice it is the Archdeacon who signs off on developments)</p> <p>The ACPT</p> <p>Local municipal council</p>

Transaction	Who is approval required from ...
Purchase	Majority of parish council Archdeacon The Standing Committee (if a mortgage is required to fund the purchase) The ACPT Archbishop (if an ordinance is required to fund the purchase)

While the ACPT will usually not take any control in these matters, but act under instructions from the churchwardens, it has an independent discretion regarding entry into a transaction and the terms of the transaction. For this reason the Trust must be kept fully informed throughout a proposal and its approval sought at each key stage. [For further information see ‘Dealing with church property and funds’ and ‘Building works kit’ references in Web resources on page 3-1 below.]

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## We are here to help

There are several Diocesan committees and organisations which can provide advice and assistance to parishes considering property proposals.

Because of the complexity and specialist nature of many aspects of property, the advice of these committees and organisations will usually only be of a more general nature. In many cases, the specific advice of property consultants (such as architects, surveyors and lawyers) will also be required.

### Relationship between a parish and the Diocesan support entities

<b>Diocesan support entity</b>	<b>Responsibilities and relationship to the parish</b>
Regional Archdeacon	Acts as advocate for the parish, chairs architectural panel, meets with ordinance review panel, liaison with the ACPT
The ACPT	Holds property in trust for parishes, therefore responsible for signing contracts, implementing work and supervising payment as well as leasing.  The ACPT is an independent board.
Regional Architectural Panel	Assesses and approves plans  Part of regional office – through Archdeacon
Mission Property Committee	Approves sale or development of church property from a Mission perspective  The Committee is an independent board staffed by the Diocesan property manager
Sydney C of E Finance and Loans Board and Glebe Investment Co	Deals with loan applications (if needed) up to \$400,000. Larger loans may be negotiated with the Glebe Investment Co P/L on a commercial basis  The Board is independent.
Regional ordinance review panel	Set up by regional council, and considers any leasing or sale ordinances
Standing Committee	Deals with ordinances (if needed)  Through Diocesan secretary and the legal officer

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## When did we decide that?

Parishes sometimes get bogged down in a property issue because new members are elected or appointed to the parish council when a project is underway. As is their right, if a project is moving towards contract stage, the new personnel may expect to be convinced of the rightness of the project before even beginning to look at more immediate concerns.

If one doesn't feel bound by the decisions of one's predecessor it's easy to get caught up in a seemingly endless round of repetition and debate. In the end, even the more patient will tire. Participants often underestimate the time a substantial project will take, not realising that up to three years may be involved, which might mean very few of the original parish council will still be serving. Consistency, clarity and motivation can be lost if policy and objective are constantly shifting with the introduction of new personnel.

When embarking on a substantial property project, consider holding a special vestry meeting at which all the relevant views are presented and a decision 'in principle' is made, giving authority to the parish council to pursue the project and to report back at appropriate intervals. This agreement then carries the moral authority of the congregation through successive parish councils without them having to revisit the basic concept, unless the parish council feels the need for a revised mandate.

In order to get around the problem of continuity of membership of the parish council, it may be helpful to form a 'property steering group' made up say, of a parish councillor, churchwarden and selected members of the congregation who are prepared to see the project through to conclusion. This group then has continuity year to year. Regular updates should be given to both the congregation and parish council. (Of course, if a property steering group is set up, all 'money' and other decisions still remain with the parish council).

The property steering group should work to a clear and comprehensive brief with a reporting timetable and exact guidelines on its ability to recommend consultants and ensure the lodgement of documents.



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## Transparent process

Transparency is a key requirement for property development projects in a church environment. Parish councils need to be accountable for their actions and be fully transparent in their decision-making, performance and use of church assets and funds.

For day-to-day matters a parish council often receives advice and assistance from its parishioners and friends of parishioners for which no payment is made, which greatly assists with tight budgets and lack of specific skills on the council. Where property matters are of a significant nature, such a pro-bono arrangement is usually inappropriate, and the adoption of the following guidelines can resolve the problems of personal relationships and poor practices that may have been followed in the parish in the past.

Transparency will be assisted by following good practice in the following areas:

- Consultancy and contracting – at least two, and preferably three parties should be asked to quote for services required during development projects.
- Relationship – where a consultant/contractor has a relationship with the Diocese, a church member or parish councillor, that relationship should be placed on public record prior to appointment.
- Tendering – tendering for the provision of services should be conducted openly and while respecting commercial ‘in confidence’ requirements, documentation should be made available to church members as required.
- Screening – where a joint venture or partnership is under consideration, a checklist of screening questions is available. SSRC believes that for projects of a greater value than about \$350,000 further screening of financial capability is essential.
- Insurances – the types of insurances required will vary from project to project, varying from professional indemnity cover, Public Liability, Fire, Theft etc. However insurance is extraordinarily important. Advice and cover will be available from the ACPT.
- Valuations – valuations are essential where the value of the project is used for the purpose of some form of profit share or exit price (where the parish is completing the development in partnership with a developer). It is recommended that the parish council appoints the valuer so that you can develop the instructions for the valuation and have an input in the selection of the valuer.

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## A developer has approached us

There are occasions when the impetus to develop land and buildings associated with the church is created not by the parish council analysing its needs and facilities, but by being approached by a developer looking to create a profitable venture. This may be an excellent catalyst but it may also create tensions and problems – some of which may include:

- A developer's motivation is to maximise their return while minimising their risk and equity and to undertake the development as fast as possible – some or all of which may run counter to the parish council's objectives. A parish council should be careful not to allow the developer's objectives to overtake their own agenda.
- It follows that the parish council needs to review proposals submitted by developers carefully. Appropriate independent professional advice will usually be required.
- If the developer undertakes a little research and analysis, an implied sense of obligation to treat only with the developer may arise.
- The ability of the parish council to control decision making and keep the development process transparent can be overwhelmed by the developer's need to create interest, pre-sell part of the property, pre-lease part of the property and accelerate discussions with the local council.
- Often the developer wishes to share equally in the benefits while minimising their own equity and risk. This is commonly expressed as the church putting in the land and the developer putting in 'sweat equity'.
- A lack of precision at the outset in the exit strategy of both the developer and the parish council always leads to difficulties and conflict at the end of the development process. The parish council must have a clear picture of the variety of ways it can harness the resources and expertise of partners and also understand the need to balance risk versus reward and control which are available.

There are a wide variety of ways which property assets can be realised and the following material covers the most commonly used methods.

Also following is a table illustrating the relative risk to the parties involved in several of those methods. The table illustrates that as with all investment strategies, the greater the potential return the higher the risk.

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## Unconditional sale

This is an outright sale, with no preconditions. The sale would not be subject to any conditions for the benefit of the purchaser, such as provisions making the sale conditional on the purchaser obtaining development approval from the local council or rezoning of the property.

## Conditional sale

The purchaser in this case makes completion of the purchase conditional upon some predetermined result being achieved. In the case of the Church, the preconditions will mostly be development approval from the local council, in an acceptable form to the purchaser. One of the variables is the time within which the purchase must be completed. This is an important element, as the purchaser will spend considerable money and time on attempting to obtain a development approval, so they will not want too little time to achieve their objectives. Equally the church will not want their asset tied up for an extended time, as they cannot deal with the asset until the conditions have been satisfied. The conditional contract eliminates the discount for risk, adds a timeframe of some consequence, and the risk to the church is that a sale will not in fact eventuate.

## Sale with leaseback

This is any transaction where the Church undertakes to lease the building after a sale has occurred. This can be an existing building or a new building.

A lease can vary from one in which the landlord must undertake all repairs and maintenance to one where the tenant (the church) has the responsibility for these. When the tenant, in addition to other repairs and maintenance is also responsible for structural repairs, the arrangement is referred to as a triple net lease.

A triple net lease may be appropriate and expected where the church as the tenant is committed to the building for a considerable period of time and has a vested interest in keeping the building in an appropriate condition.

## Sale, with share of added value reverting to the vendor

The church in this scenario sells the property outright, the purchaser proceeds to rezone the property, and the church receives a predetermined share of the increase in value from its value at its present zoning to the value in it's rezoned state. This is an attractive proposition to the church; it has achieved the sale at a price representing the unzoned value, it receives a share of the uplift in value, and the risk of the development approval is with

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the purchaser. Documentation of this type of agreement needs to be very prescriptive.

The share of uplift in value must be carefully designed to allow sufficient incentive for the purchaser to pursue the maximum zoning without reducing the potential for the church to achieve a good sale result. Neither an over optimistic development application nor a conservative development application is an acceptable situation for the church. If the land is sold once zoning has been achieved, then there is no discussion as to the uplift in value.

Alternatively a sale can be promoted assuming a certain level of approval. If, and only if, this level of approval fails to eventuate, a rebate is made to the purchaser commensurate with the ‘under performance’ of the site’s zoning approval. The rebate can be capped, and in this way a transparent methodology is achieved.

## **Input of land to joint venture, sharing profit by share of proceeds of development scheme**

This is a riskier approach. The church will enter into a joint venture (JV) with a developer and will either input the land or the land plus a share of the development funds. The development will follow the development approval, and near or on completion, the development will be sold and the profits will be split in a predetermined manner.

Extreme caution must be exercised in the documentation, as the developer will have more knowledge and control over the project than the church. Joint ventures can turn sour when there is a suspicion that one party has generated additional profit for themselves by, for instance, controlling the building contract and gaining from variations during the project.

## **Development – the church acts as a principal**

This is the highest level of risk that the church can accept, in that it is accepting the whole of the development risk and is doing so as a non-professional property developer. The church can reduce the risks by pre-leasing or pre-selling the development, but it is still accepting zoning, building and other risks. The reward for this increased risk is 100% of the development profit.

The table below illustrates the relative risk to the parties involved in several of the above methods.

Sale method	Conditions	Risk to the church	Outcome of risk
Unconditional sale	None	No risk to the church other than the risk of the purchaser failing to complete the sale.	Achieve price that reflects the value of the land and improvements.
Sale with leaseback	Lease commitment by the church.	<p>Long-term commitment to purchaser.</p> <p>Lack of flexibility for future change in use.</p> <p>Loss of control of land at completion of lease agreement.</p>	<p>Long-term commitment requirement as a tenant.</p> <p>Restriction in options, because of external ownership.</p> <p>Dependence on others for structure or services that remain their responsibility throughout the lease term.</p> <p>Need to build in flexibility for future change in use.</p>
Joint venture	The church's equity is the land.	Control of capital commitment to the development of the land.	<p>The joint venturer's exposure is not capped and thus they will require a profit to reflect this.</p> <p>The church's proportion of profit will not reflect the percentage of the development that the land represents.</p>
	The church shares all costs.	Risk is shared in proportion with the equity each party has in the joint venture.	The church is taking the full range of development risks in proportion to their share of the joint venture. Risk can be minimised by say, a fixed price construction contract.
Development – the church acts as a principal	With pre commitment to lease by a tenant	The church is exposed to all development risks, with the exception that a tenant has been committed prior to the project commencing. This allows for an investment sale to take place.	The church has eliminated the end user risk and can retain all of the profit.

Sale method	Conditions	Risk to the church	Outcome of risk
	A purchaser has entered into a contract to purchase the completed development (called a 'take out purchaser')	While exposed to development risk, the exit strategy has been predetermined.	The church has eliminated the end sale risk.
	Without pre commitment by lease or take out purchaser	The church is exposed to all development risks.	The church retains all of the development profits.

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## Consultation, change and conflict

We live in a world of rapid social and institutional change. For many this is an unnerving process that is breeding a new wave of conservatism around the globe. Change generates strong emotions and in this context one of the most prominent is fear. Peter Corney in *Change and the Church: How to Initiate and Manage Constructive Change in the Local Church* (Aquila Press, 2000, Chapter 5) counsels that ‘people’s reaction to change is at first more emotional than reasonable’. Managing change means dealing with ‘people’s hearts as well as their minds’. He offers the following list of powerful feelings that change may generate:

- It disturbs and threatens our security.
- It creates fear.
- It disorientates and confuses us; things are not where or what they used to be.
- It causes loss and grief.
- It creates anger.

Where money and changes to property are concerned, these emotions come to the fore. The process of managing change is a significant challenge. Handled well a property deal can be an exciting opportunity to create new possibilities and expand a church’s vision. However, if it is mismanaged, it may be counter-productive, generating conflict, distracting leadership and undermining ministry.

Disagreements are often constructive and healthy as they sharpen our thinking and ensure a range of viewpoints and possibilities are considered. However, conflict is never healthy. One of the most important ways to avoid conflict is to provide an open process where everyone has a ‘voice’. Disagreements usually turn into conflict when people are not given a voice and so express their concerns in destructive ways. For most people the opportunity to express their opinion is sufficient, even it is not ultimately not carried through.

The key to managing change is to understand how people respond to change, engaging in genuine consultation with *all* stakeholders and moving slowly, carefully and prayerfully. We commend Peter Corney’s book to help you understand the change process and its effects. The following material will assist you in managing the consultation process.

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## Liaison with the church community and local community

The following information on consultation is taken from ‘Consultation Manual, 2001’ – a publication of the ACT Government.

Effective consultation is built on an ongoing exchange of views, information and expertise between the parties involved. This means building an effective relationship with the community, based on honesty and an appreciation of differing views and a realistic understanding of how decisions are made. The church community intersects with many different communities and thus, there will be various stakeholders to consult with. In general, such relationships will already exist within the church community; however, projects that have significant local community impact may require a significantly larger scale of consultation.

It’s important to be clear about the context of decision making and be open and transparent about which parts of the project or decision can and cannot be negotiated or influenced by the consultation.

Consultation can be undertaken for a number of different reasons, which include:

- A situation where there is genuine flexibility of outcome, to allow participatory decision making
- where there is a need to acquire more information than is available
- to assess the impact of a possible decision.

Before considering a consultation strategy, decide what it is that you want from the process.

Are you:

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<b>A.</b>	<ul style="list-style-type: none"><li>• Informing?</li><li>• Reporting back?</li><li>• Sharing information about service delivery or any other matter?</li></ul>	If the answer to these questions is yes, then you do not need to consult. You need simply to inform the relevant groups in the community.
<b>B.</b>	<ul style="list-style-type: none"><li>• Seeking involvement in planning and designing, but not final decision making?</li><li>• Obtaining information in order to make informed decisions about a matter that affects the community?</li><li>• Seeking clarification of a policy implementation and ‘ownership’ of a decision by the community?</li></ul>	If the answer to these questions is yes, you will need to plan a consultation strategy.

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## The dream meets the business case

Not everyone on a parish council will share the same enthusiasm for change, including changes to ownership and use of buildings and land. Often one or two parish council members will be proactive and wish to pursue the possibilities of development, and the parish council will allow informal enquiries to be made. Through a series of minor agreements and occasional reference to development concepts to the parish council, a critical point of commitment can swiftly arise often placing pressure on council members to decide on far reaching issues quickly and without their full focus.

As a useful balance to this process, and to ensure that all appropriate steps have been taken before commitments are made, the Archdeacon will need to receive a business case setting out in an easy format the pertinent financial, practical, planning and congregation issues, and this will then be returned to the parish council with guidance and advice. The Archdeacon may consult with the APCT in preparing that guidance and advice.

Knowing in advance that the business case will be required and other various steps that will have to be undertaken should assist the parish council in harnessing the much needed energy and enthusiasm of parish council members, without finding themselves implicitly committed to a certain course of action.

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# When things go right ... and wrong

The following examples are illustrative of recent property development successes and failures in the Diocese.

## Parish develops property itself for its own use

**Example:** A parish failed in its attempt to redevelop some of its property for a retirement village for aged accommodation that would produce income for parish purposes. The parish managed the process but did not have sufficient expertise to deal with all the issues. Although the village was built it was too small and quickly became unviable. The Diocese was not intimately involved until the development was too far progressed, and then had to 'rescue' the parish.

**Example:** 'Café space' development located between church building and rectory, funded out of parish rental income. The successful development is part of overall rejuvenation of parish site for more mission ministry.

**Example:** Background work showed a need for and ministry potential for a preschool in the area. A two-stage parish preschool and parish centre development was funded by gifts and loans from parishioners and topped up with a small loan from the FLB, with loans being repaid from preschool income. The preschool was administered by a parish-established board under the chairmanship of rector. Parish appointed a preschool chaplain to minister to children and their families, and the preschool is now seen as integral part of parish life.

**Example:** A parish was in desperate need of upgrading to its parish centre. It decided to subdivide and sell part of other property it owns to finance this. However, parish was not aware early enough of the Diocesan policy of not funding improvements to property with the proceeds of property sales, nor of the need to have a master plan for the management of the property left over after the sale, which has heritage listing. The proposal failed at the ordinance stage in Standing Committee.

## Parish develops property with Diocesan organisation for joint use

**Example:** A parish with a long history of migrant services administered in tandem with Anglicare, builds a new centre with Anglicare advance lease money in return for a 25 year lease. The church and Anglicare successfully share use of the property.

**Example:** A parish provided footprint land and Anglican Retirement Villages built a parish centre and accommodation, hostel accommodation

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and for sale commercial units to fund the project and that parish's ongoing ministry.

## Parish seeks to develop property with other Christian organisation for joint use

**Example:** An established Christian ministry organisation was asked by the government to develop a ministry for street kids. The government paid for redevelopment and refurbishment of a parish church hall for joint use with the parish.

**Example:** A local church school had rented a parish hall for 40 years and recently refurbished the hall and landscaped previously unusable land for joint use of the parish and the school.

## Developer proposes to develop church property to produce income for church

**Example:** A major hotel chain has developed a hotel/motel on church land previously occupied by a service station. Social covenants have been established in the legal arrangements such that, for instance, the hotel will not show pornography on the in-house video service.

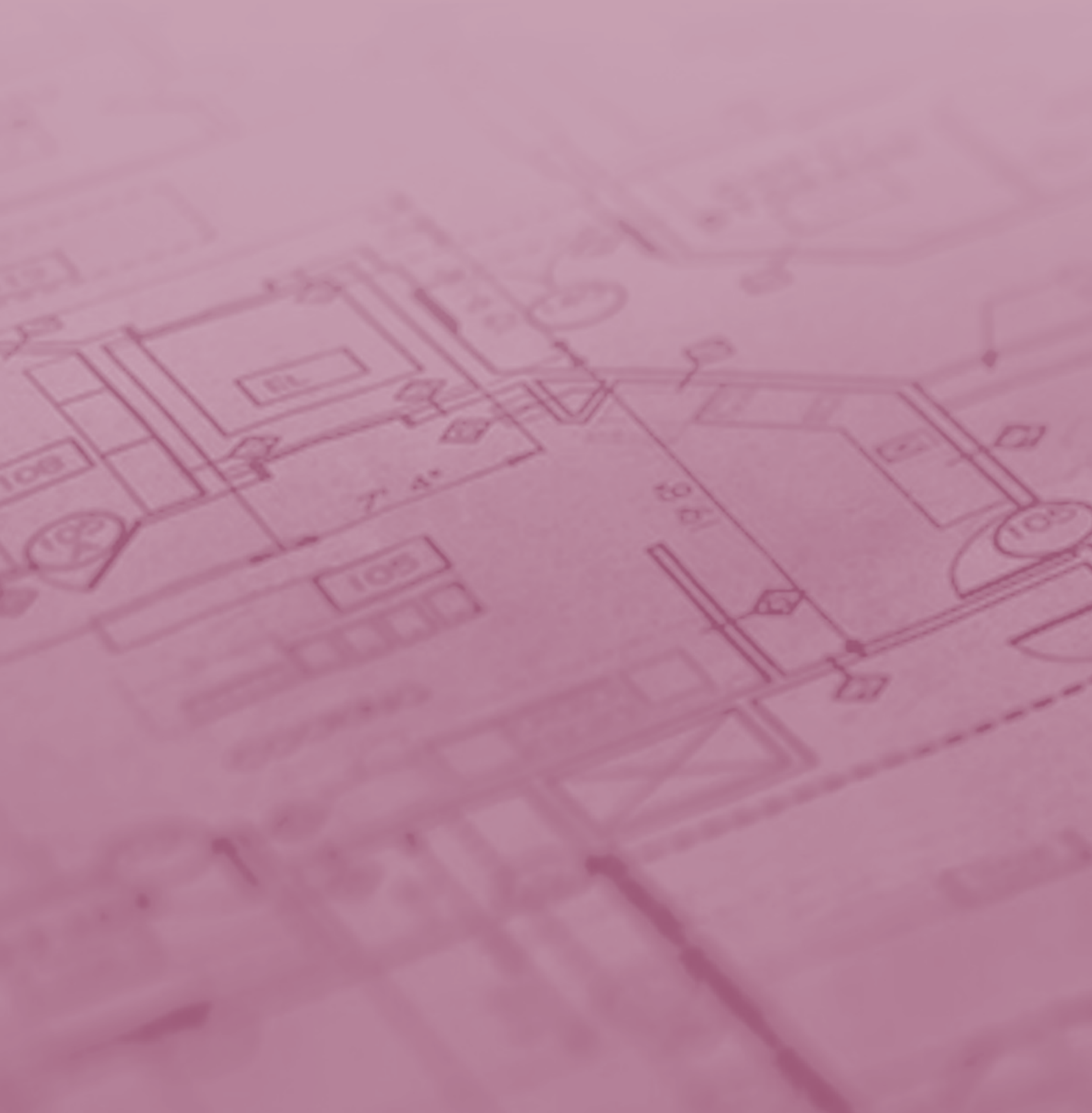
**Example:** A parish attempted to lease church properties to a preschool company with Australia-wide projects. The Standing Committee did not approve the proposal as they felt that the property was being tied up for too long and the project was not mission-oriented.

## Parish enters partnership with developer to produce income and facilities for church

**Example:** A parish, in partnership with a developer, built apartments on site (for lease/sale) and refurbish the parish hall. Funds were generated to build a new rectory and pay for ongoing maintenance and heritage upkeep.

**Example:** A parish formed a partnership with a developer to produce new facilities, a rectory and residential and shop units to provide a substantial income stream to parish and diocese. The project did not proceed because it did not get the approval of the local council or the Land and Environment Court, principally on bulkiness and heritage grounds.

# Guidelines



# 2. Guidelines for property projects

There are seven general stages to development. The diagrams below show these seven stages and some of the key steps in each stage. The stages are explained in more detail in the rest of this section.

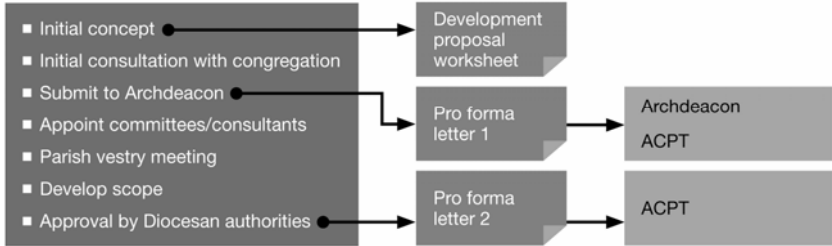
It should be noted that the steps described in each stage are not an exhaustive list of every possible step for all types of development that a church may undertake.

The diagrams show key concepts as illustrated in the table below:

Concept	Shown in the diagram as ...
Key steps that most developments would go through	■ Parish vestry meeting
Places where information, advice or approval is required to be sought with individuals or Diocesan bodies	Archdeacon ACPT
Points where a financial commitment in one form or another is required	\$\$
Documentation expected to be completed during the stage	Pro forma letter 1

The key stages are described briefly below.

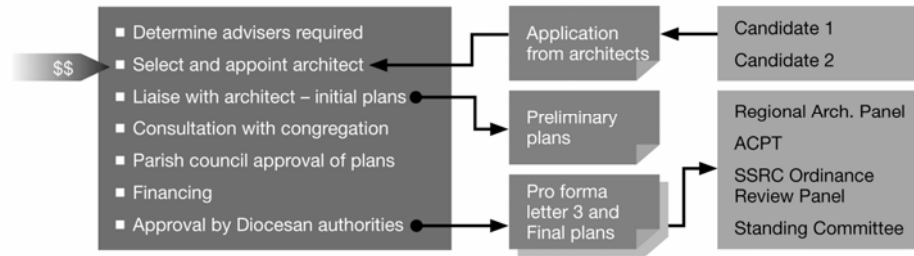
### 1. Concept to initial proposal



The first stage is where the idea is taken from a concept to an initial proposal. During this stage, the idea is outlined, goals for the idea are developed, alternatives considered and approximate costs and timeframes are suggested.

Consultation with the parish and various Diocesan bodies is undertaken and in principle support would be gained in order to move to the next stage.

## 2. Initial proposal to final proposal



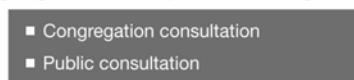
Taking the initial proposal from stage one to the second stage involves appointment of various advisers and development of initial plans. Further consultation with the parish and Diocesan bodies will be required to finalise the proposal.

## 3. Planning application



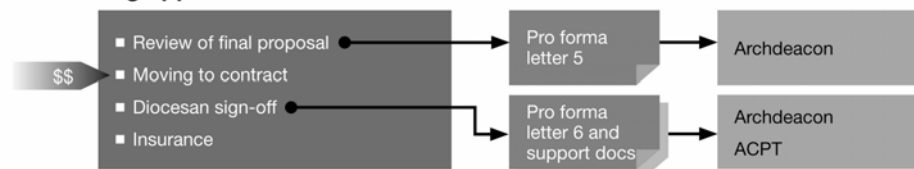
After the final proposal has been approved by the parish and Diocesan authorities, approval should be sought from the local council. The outcome of this third stage would be the development application approval.

## 4. Congregation and public dialogue



During the project, significant effort may be required in maintaining ongoing congregational and public consultation.

## 5. Planning approval to contracts

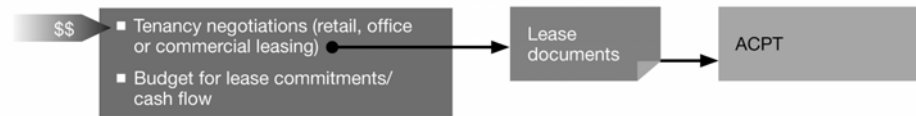


The outcome of stage five is approval of final contracts. Depending on the type of project, these contracts may be building contracts, or contracts for sale, or perhaps joint venture agreements.

Thus, it is at this point that building work would commence if the project involved building works.

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## 6. Leasing, sales and cash flow



Projects that involve leasing or sale of property would be ‘executed’ during stage six.

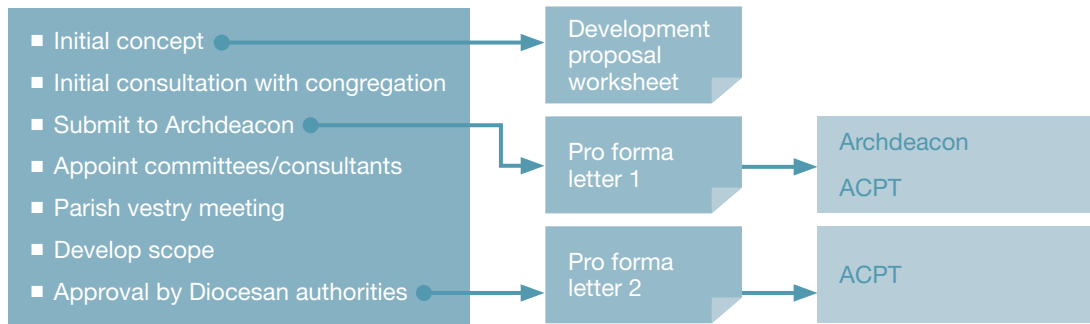
## 7. Post completion management

- Project ‘wrap-up’
- Ongoing management

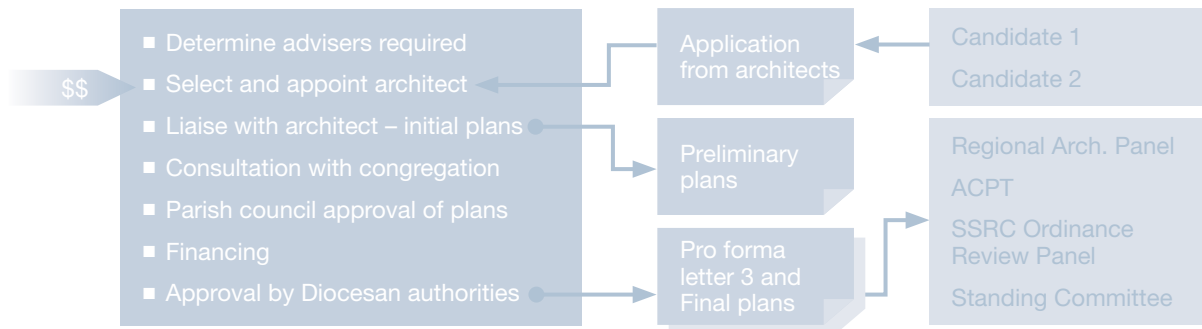
The wrap up phase of a project involves tidying up many details such as obtaining occupancy certificates, putting in place leasing arrangements, managing on-going leases and the like. This stage would represent the official ‘end’ of a development project and, at this point, the benefits of the project will start to be realised.

The seven stages outlined above are described in greater detail in the following pages.

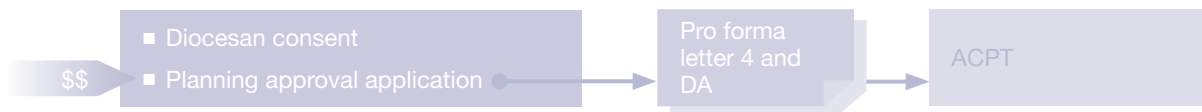
## 1. Concept to initial proposal



## 2. Initial proposal to final proposal



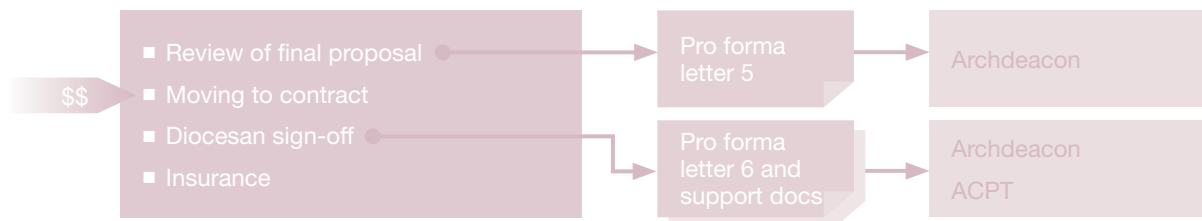
## 3. Planning application



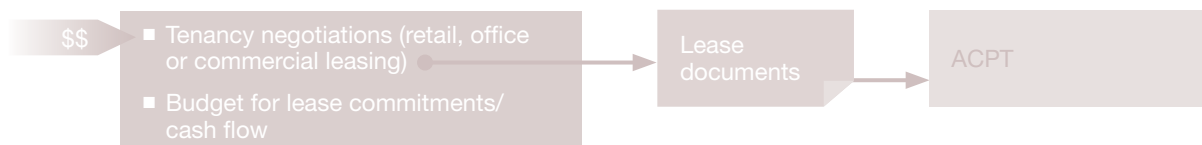
## 4. Congregation and public dialogue



## 5. Planning approval to contracts



## 6. Leasing, sales and cash flow



## 7. Post completion management





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# 1. Concept to initial proposal

The process for creating a development proposal and consulting on its progress will vary in every situation. Below is a suggested approach to take an idea from a concept to an initial proposal in a parish environment.

## Step 1 – Initial concept

The initial idea may come from the minister, church workers, churchwardens, parish council or other parish members.

An initial concept should include a clear statement of aims, a discussion of alternatives and an outline of the facts of the proposal, and should provide a very rough estimate of cost and possible income and funding sources. See the *Pro forma – development proposal worksheet* on page 3-9 for a suggested *pro forma*.

## Step 2 – Initial consultation with congregation

The initial consultation aims to measure the level of support for the concept, revise the concept and explore other alternatives.

Where alternatives are suggested, either at general or detailed level, they should be added to the proposal for later consideration.

The concept should be refined and edited based on input and formal approval, by means of a vote given to the project title, description and aims. Each of these elements should be discussed and debated individually and formal motions passed for their approval.

It should be clear that this stage is concerned with exploring the concept and that nothing discussed or suggested at this stage is to be considered approved or final. Even where approval is formally given to the title or other aspects of the proposal, such consent should not imply approval of the project as a whole.

## Step 3 – Submit to Archdeacon

Submit concept to Archdeacon in set format (as per *Pro forma letter 1* on page 3-10) who will advise the ACPT and respond.

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## Step 4 – Appointment of committees

It is advisable that a building sub-committee be appointed to manage the process from this point forward. Members should be elected by the parish council, but do not need to be members of the parish council. They should report to the parish council at each meeting.

If it will become necessary to raise funds for the project then a separate fundraising sub-committee may be appointed here or at a later stage.

For very large projects and/or in large churches a communications sub-committee may also be appointed at this point to manage the process of consultation and communication with parish members.

## Step 5 – Appointment of an external consultant to assist in reviewing the concept

Especially for larger projects, consideration should be given to appointing a suitably qualified property consultant to provide broad advice about the concept so as to progress it to an initial proposal. One of the purposes of this advice is to ensure the initial proposal satisfies basic commercial and financial criteria.

The aim here is to ensure that the concept is sound before too much time and money are spent in refining the concept beyond the initial proposal stage. In some cases in the past, parishes have incurred a great deal of expense in refining the design of a proposed development, only to find later they do not have the financial resources to proceed with the project.

For example, if the proposal envisages development, a property consultant should be appointed to provide a high-level feasibility report. Issues that should be addressed in that report include:

- whether the zoning of the land permits the proposed development
- the extent of the floor space area which is able to be developed on the land
- a broad summary of the estimated development costs
- indicative sales/leasing prices and general evidence as to market conditions
- an initial financial feasibility report indicating the expected financial return on the development
- a summary of the major risks of the development, and the way in which those risks might be managed.

The ACPT, when asked to approve the initial proposal (see Step 8 below), will want to review the feasibility report.

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The ACPT can suggest property consultants who might be considered for appointment for this purpose.

## Step 6 – Parish consultation

It is recommended that a special vestry meeting be called and the wider congregation given opportunity to discuss the initial proposal. This is particularly important where the value of the works exceeds \$100,000 or where it is dependent on fundraising.

## Step 7 – Detailing the scope and formal approval

The most important element of the proposal at this stage is the scope of works envisaged. This means that the main elements of the project are broken down into as much detail as possible.

Approval for the project should take place in three steps, each committing to a greater level of detail. The ‘stepped approval’ approach provides a mechanism for clarifying points of agreement and disagreement with the project being derailed by disagreement over fine detail too early in the project.

### 1. In principle approval

Parish council should formally adopt a motion providing in principle approval for the project. A suggested motion could take the form of:

Parish council gives in principle approval to undertaking the proposal [title] and the expenditure of up to [\$] for its completion.

where the detail in the square brackets [] is inserted based on the specifics that the parish council agrees on.

### 2. Approval of scope

Parish council should formally approve of major elements of scope of works.

### 3. Approval of detail

Parish council should formally approve the detailed information of scope.

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## Step 8 – Approval of the initial proposal by Diocesan authorities

### 1. ACPT

After the initial proposal has been approved by the parish, approval should be obtained from the regional archdeacon and the ACPT. A failure to obtain approval of the initial proposal commonly adds to time and expense later in the project. Particularly in relation to major proposed developments, the ACPT will want to review the feasibility report from the external property consultant referred to in Step 4.

In seeking the ACPT's approval to an initial proposal, the parish should also advise the Trust of the nature of the specialist consultants to be used in the project (architects, solicitors, valuers, quantity surveyors, real estate agents, engineers and the like) and if known, the particular consultants proposed to be approached to provide services. The property trust is able to give advice about when specialist consultants are required and who is able to provide services.

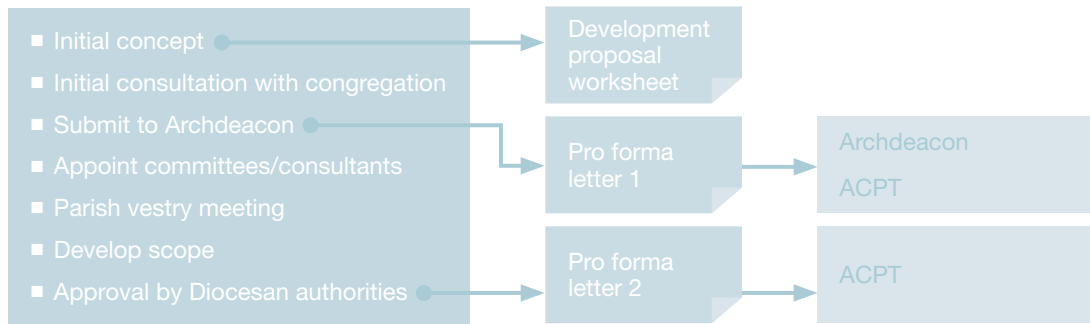
### 2. Standing Committee

If an ordinance is required for the project, the authorising ordinance could be promoted at this point. However, frequently at this point there is not enough information available to support the promotion of an ordinance. Where the project is large or likely to be controversial, the Standing Committee should be asked to give its approval in principle to the proposal, subject to an ordinance being promoted in due course.

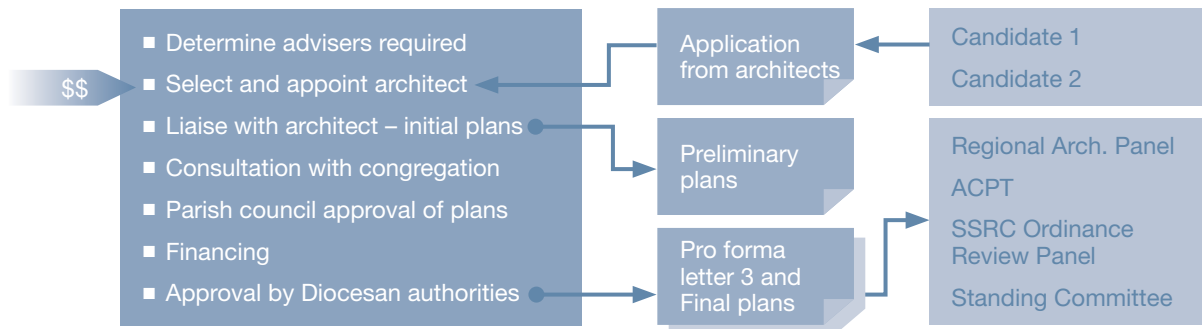
In principle support would normally come in the form of a motion by Standing Committee. This motion would be promoted by the Archdeacon. There is no cost in an Archdeacon bringing a motion to Standing Committee. In supporting the in principle motion the Archdeacon should provide Standing Committee with the *Pro forma – development proposal worksheet* and an explanation of any controversial aspects of the proposal.

While such approval in principle does not commit the Standing Committee to passing the relevant ordinance, it does give comfort that the major issues of principle of the Standing Committee are known at this early stage.

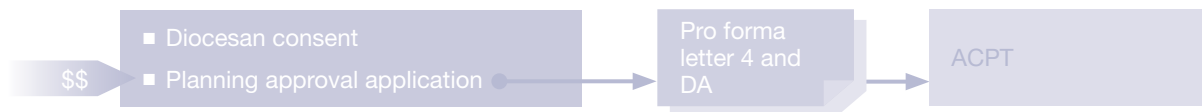
## 1. Concept to initial proposal



## 2. Initial proposal to final proposal



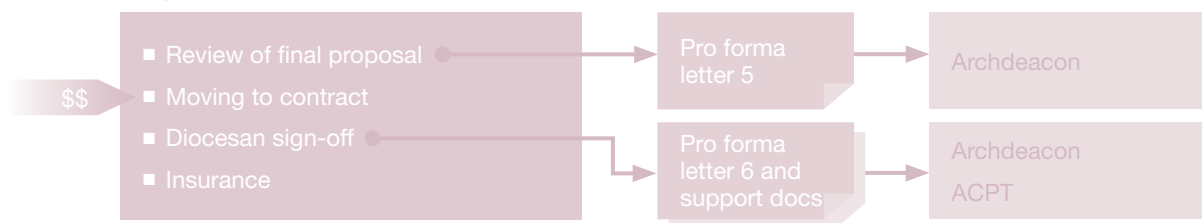
## 3. Planning application



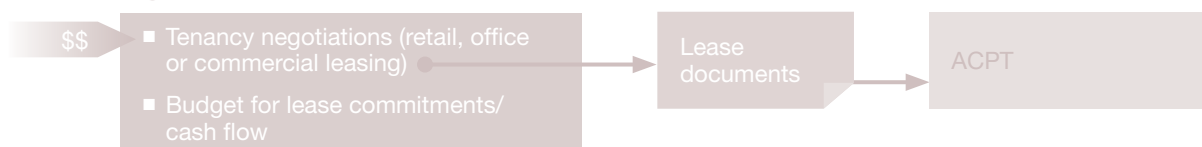
## 4. Congregation and public dialogue



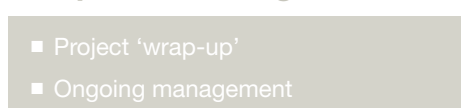
## 5. Planning approval to contracts



## 6. Leasing, sales and cash flow



## 7. Post completion management



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## 2. Initial proposal to final proposal

When the initial proposal has been approved as per the steps in the above section, work can then be undertaken to prepare the final proposal. Usually, the initial proposal is based upon a number of assumptions (planning rules, design, sales or leasing values, construction costs and the like). Each of these assumptions must now be tested and refined (and perhaps retested and further refined!) to work up to the final proposal.

Usually, specialist consultants (architects, solicitors, valuers, quantity surveyors, real estate agents, engineers and so forth) need to be appointed to assist in preparing the final proposal.

### Step 1 – Determine advisers to be appointed

In appointing specialist consultants great care needs to be taken. In particular, care must be taken to ensure that the consultant has the relevant skills, expertise and capacity for the proposed project.

When the initial proposal is submitted to the ACPT for its approval the parish should also indicate the nature of the specialist consultants to be appointed.

Steps 2 and 3 refer specifically to the engagement and briefing of the architect, but the comments apply equally to other specialist consultants.

Category	Role	Capacity in development
Design team <ul style="list-style-type: none"><li>• Architect/interior design/heritage designer</li><li>• Structural, mechanical, electrical, environmental and/or hydraulic</li><li>• Town planning</li></ul>	Design and/or planning experts and experts in the various engineering disciplines, needed subject to the style and complexity of the building project	Expert advice on design and engineering issues in the building project. Required both for the integrity of the building, but also in applications to consent authorities, i.e. local council, Heritage Council etc
Financial advisers <ul style="list-style-type: none"><li>• Accountant</li><li>• Financial advisers</li></ul>	Expert's knowledge of finance	Supply advise to the parish on financing and the impact on short-term and long-term budgets

Category	Role	Capacity in development
Real estate agent <ul style="list-style-type: none"> <li>• Sales agent</li> <li>• Leasing agent</li> <li>• Property manager</li> </ul>	Advice on acquisition, sale or leasing of property, including marketing and promotion  Advice on property management	Supply the parish with recommendations on sale and lease, effect marketing campaigns and sale or lease of premises.  Advise and set up property management of property.
Construction <ul style="list-style-type: none"> <li>• Builder</li> <li>• Carpenter, tiler, surveyors, brick layers, plumbers, plasterers, electrical etc.</li> <li>• Certifier/building inspector</li> </ul>	Most building projects will require a builder and sub trades. The complexity of the project will dictate the range of skills needed.  A certifier or council building inspector will be needed to certify certain stages and completion in accordance with the plans.	Construction experts are skilled at interpreting design drawings and organising a team of trades people to build to the specifications noted in the approved design drawings.  Care needs to be taken as to the contractual relationship entered into between the parish and the builder, so that risks are reflected in the documents and price.  Certification is required to check the builder's work and adherence to the approved specifications.
Finance arrangers <ul style="list-style-type: none"> <li>• Banks/financiers</li> <li>• Mortgage brokers</li> </ul>	Experts in lending money for projects and knowledgeable in the wide range of products available to borrowers	Advice on the range of loans available.  Brokers are able to shop around for the optimal loan product best suited to the parish's needs.
Project manager	Experts in coordinating all of the resources needed to bring the project to fruition	For projects of some complexity, a project manager can be a beneficial addition to the team, to represent the parish in the day to day expedition of the project.
Quantity surveyor	Expert in cost estimation and control	For projects of some complexity, a quantity surveyor may be needed to control costs, estimate variations, control building progress claims and report to the parish.
Solicitor and conveyancer	General legal expert  Specific skill in conveyancing	Advise the parish on the legal aspects of acquisition, sale and leasing of property.
Valuer	Expert in valuation, licensed to formally value property	Needed for project lending, valuation of assets to be mortgaged, establishing selling and leasing prices, in estimating the sharing of joint venture profits and establishing strata entitlements.

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## Step 2 – Selection and appointment of architect

An outline of the skills, experience and capacity required of the architect(s) should be established reflecting the size, scope and complexity of the proposed project. Where church property is subject to heritage controls, specialised skills and experience will be required.

It is recommended that at least two and preferably three candidates are approached and invited to apply for appointment. Their application should include:

- Size of practice
- Experience relevant to the projects
- Specialised skills (ie heritage)
- Basis of fees to be charged
- References – note that it is prudent to ensure that projects that are cited in references were conducted by the same staff as proposed for the current project
- Professional indemnity cover
- Information about the candidate's past and existing relationships with the church.

Guidance on selection may be obtained from the ACPT and by reference to the Australian Institute of Architects website ([www.architecture.com.au](http://www.architecture.com.au)).

The appointment of the architect should be confirmed by formal agreement.

## Step 3 – Architect and parish council liaison

In their enthusiasm a parish council can overwhelm and confuse an architect with individual members informally completing briefing sessions. It is recommended that the role of briefing the architect is confined to the building sub-committee.

The architect, in liaison with the building sub-committee (and parish council as appropriate) should then produce preliminary plans. This may involve a number of versions of the plans being produced by the architect.

## Step 4 – Consultation with congregation

Once the architect/building sub-committee has translated the initial concept to a series of preliminary plans then it is suggested that they are placed on display for feedback.

Some discretion should be exercised to avoid the practical aspects of the planning being overtaken by personal enthusiasms of individuals.



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## Step 5 – Parish council approval of plans

Following feedback and planning adjustments the sketch plans will be upgraded to working drawings and presented to parish council together with preliminary estimates of costs and timing. Once agreement has been obtained on these elements then the question of financing is addressed.

## Step 6 – Financing

Depending on the size of the project it may be appropriate to appoint a finance committee to include people with current background in money matters. This committee should confine itself to raising sufficient funds to undertake the project and be prepared to conduct negotiations with banks, financiers, joint venture partners etc as the project progresses.

Each church has its own approach to financing depending on its inherited financial strength and the composition of its congregation. Financing a project may involve a combination of:

- Cash reserves
- Bequests
- Donation from within the parish
- External fund raising
- Borrowings
- Joint venture
- Sale and leaseback
- Sale of property

A preliminary assessment of the viability of the project should now be made even though the project will still be subject to local council approvals, building tender processes etc. The project can now be either progressed, dropped by the parish council, substantially amended or taken back to a vestry meeting for further approval.

## Step 7 – Approval of the final proposal by Diocesan authorities

Approval for the final proposal needs to be obtained from the regional archdeacon and the ACPT.

The Archdeacon will be able to provide guidance about whether approval of the final proposal is required from the Regional Architectural Panel. If so, he will be able to advise how the application can be made (see *Pro forma letter 3* on page 3-14).

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If the initial proposal has been previously approved by the ACPT, and the final proposal is in accordance with the initial proposal, the approval of the ACPT of the final proposal is generally a relatively straight-forward process.

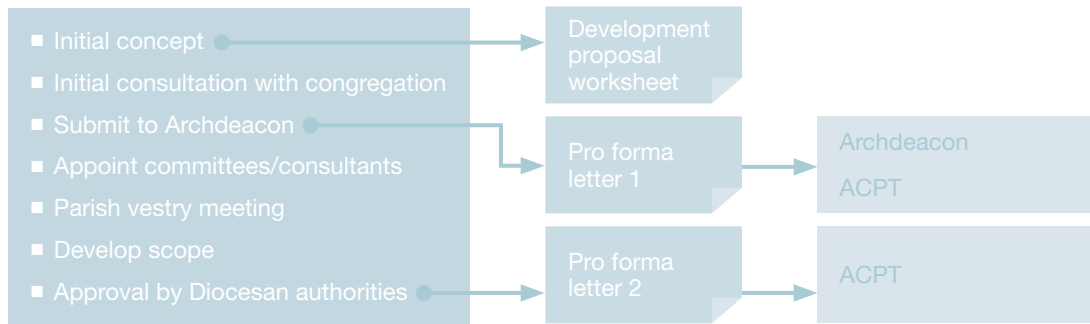
If an ordinance is required to authorise the project and it has not been promoted and passed at the initial proposal stage, it should be promoted at this stage.

There are a number of procedural steps to be taken in the promotion of the ordinance, namely:

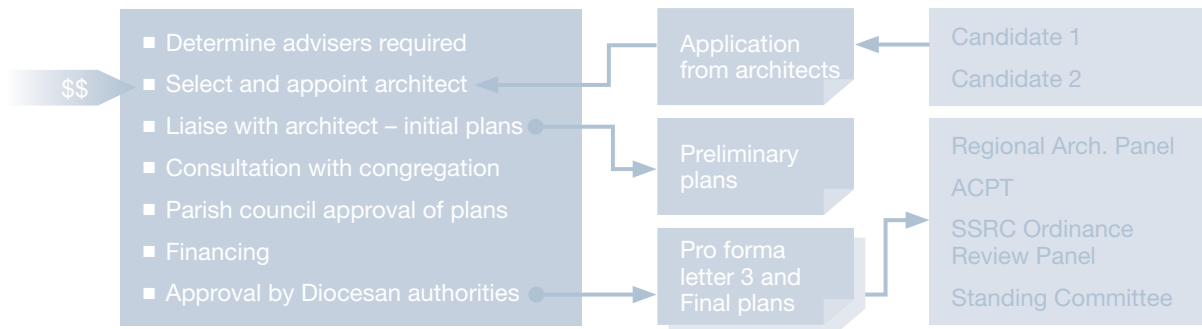
1. Drafting the ordinance itself.
2. Obtaining the consent of a majority of the parish council to the passing of the ordinance.
3. Posting a notice of the general objectives of the ordinance in each church of your parish for two consecutive Sundays.
4. Obtaining the support of the regional archdeacon.
5. Paying the ordinance fee.
6. Preparing a statement of evidence that explains and substantiates the proposal. The statement should also include average attendances at Sunday services across the parish, confirmation that the Minister is paid at least the minimum recommended stipend and allowances and confirmation that you have paid parish cost recovery charges. You should also provide parish financial statements for the three years prior to the current year.
7. The Mission Property Committee of the Diocese must also consider whether there is any strategic value in retaining land on which a church building is constructed that you may wish to sell or develop
8. If your parish has heritage properties, the ACPT will also need to be given the opportunity to comment on any heritage implications that the ordinance may have. To this end you should include in your statement of evidence information concerning how the parish funds (and intends to fund) its heritage maintenance. Is there a heritage fund for instance? The ACPT may request via your ordinance that a portion of the sale proceeds be set aside in a fund for heritage works if you do not have other contingencies in place.
9. When all of the above matters are in order, the South Sydney Ordinance Review Panel will be convened to consider the ordinance and make a recommendation to Standing Committee as to whether the ordinance should be passed.

We suggest that you engage a solicitor to draft the ordinance and assist you in putting together your statement of evidence. The Diocesan legal office can suggest lawyers with experience in this area.

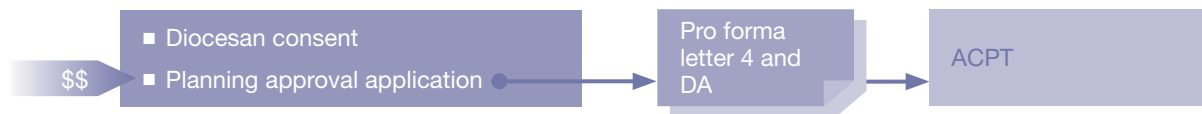
## 1. Concept to initial proposal



## 2. Initial proposal to final proposal



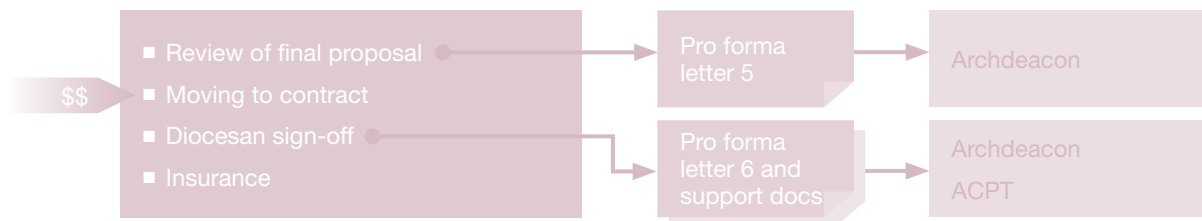
## 3. Planning application



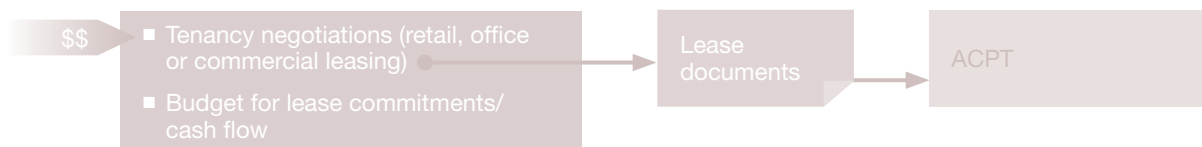
## 4. Congregation and public dialogue



## 5. Planning approval to contracts



## 6. Leasing, sales and cash flow



## 7. Post completion management



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## 3. Planning application

After the final proposal has been approved by the parish and Diocesan authorities, approval should be sought from the local council. This is done by submitting a development application.

### Step 1 – Diocesan consent

Before applying to the local council for planning approval two churchwardens must jointly write to the ACPT asking for the Trust to execute the application. If the ACPT has approved the final proposal there is less risk of delays or problems.

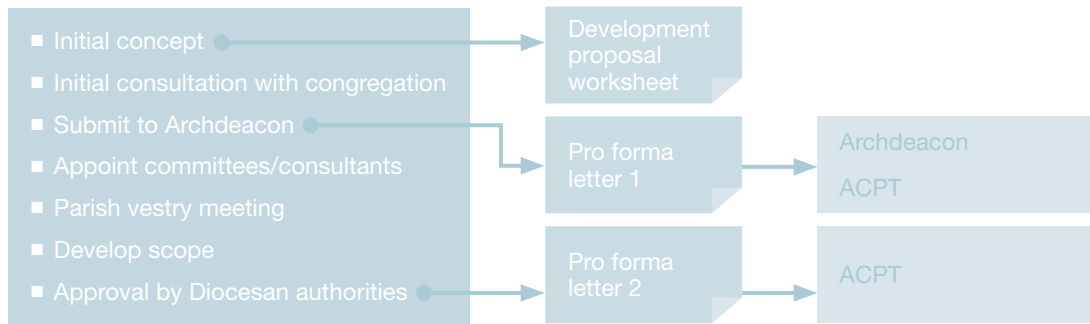
### Step 2 – Planning approval application

The application to the local council is for both development consent and a construction certificate.

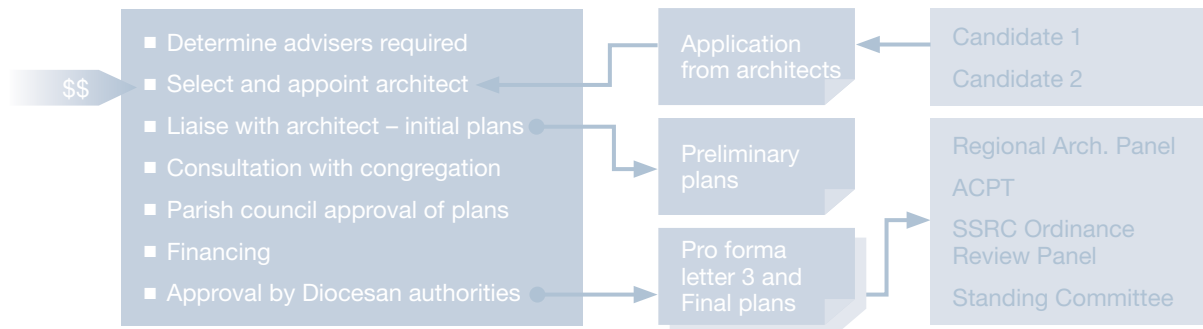
If the project affects a building or other structure listed on the State Heritage Register, approval of the Heritage Council is required.

*Pro forma letter 4*, on page 3-16, is used to write to the ACPT asking them to finalise the development application.

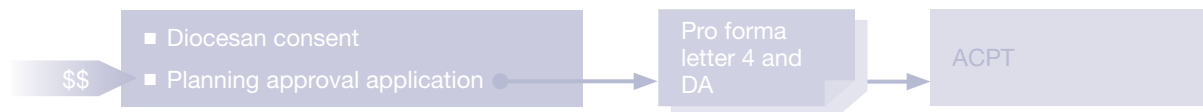
## 1. Concept to initial proposal



## 2. Initial proposal to final proposal



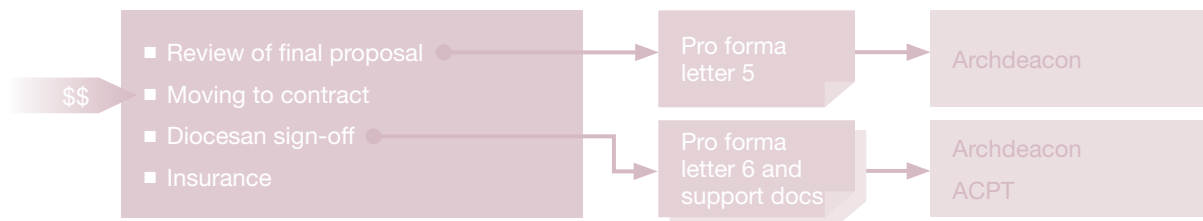
## 3. Planning application



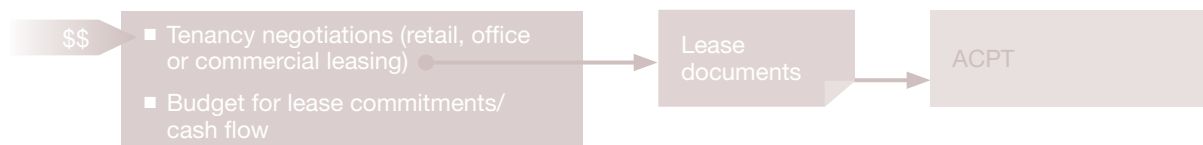
## 4. Congregation and public dialogue



## 5. Planning approval to contracts



## 6. Leasing, sales and cash flow



## 7. Post completion management



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## 4. Congregation and public dialogue

Significant effort may be required in maintaining ongoing congregational and public consultation.

Large scale public consultation should be discussed with the archdeacon to ensure that public commentary about the project is appropriate. The archdeacon will be able to advise whether other people should be involved in those discussions.

This consultation process would need to involve the following steps:

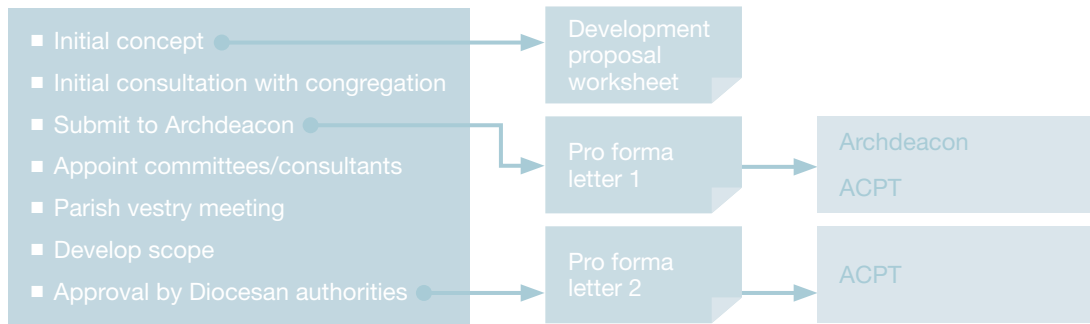
1. Define the aims and parameters of the consultation clearly
2. Engage key participants
3. Coordinate the timing of the consultation
4. Develop a budget
5. Choose the appropriate range of methods to engage all stakeholders
6. Use skills and strategies that maximise participation
7. Provide feedback on the consultation outcomes and resulting decisions to participants and others with a legitimate interest
8. Evaluate the consultation outcomes and process.

Use the following questions to define your aims and parameters and to draw up a consultation plan:

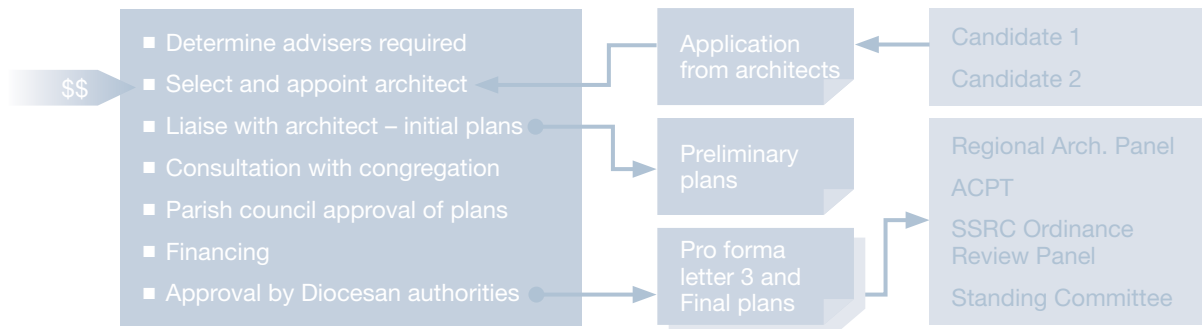
- What is the aim of the consultation?
- What information needs to be conveyed?
- What information needs to be obtained?
- Who will be affected by the decisions resulting from the consultation?
- Who should be consulted?
- What would be the best time to conduct the consultation?
- What is the optimum length of time to be allocated for consultation?
- What risks may arise from the consultation timeframe and subject matter and with regard to relevant past events and experiences?
- What other related activities and consultations have occurred recently or may be planned? How can the consultation be coordinated to take these into account?
- How will the information from the consultation be used and by whom?
- What will the process for implementing decisions resulting from the consultation be?

- 
- How will the outcomes of the consultation and the final decision be conveyed to the participants and to those with an interest?
  - What information is required by the parish or citizens to ensure they are able to participate in an informed and meaningful way?
  - What follow-up will be undertaken with participants?
  - How and when will evaluation be carried out? What will be evaluated and by whom?
  - Who will manage the consultation?
  - What resources are available for the consultation?

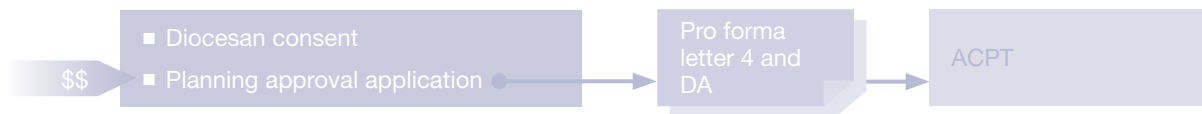
## 1. Concept to initial proposal



## 2. Initial proposal to final proposal



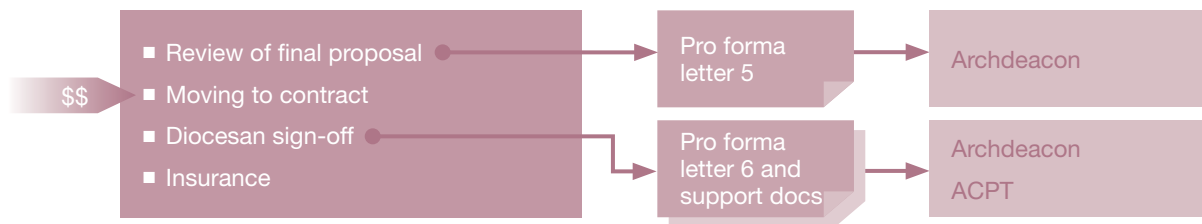
## 3. Planning application



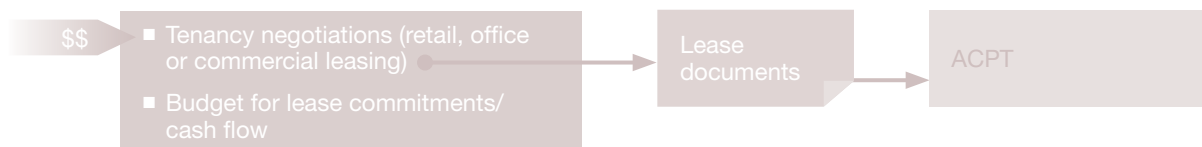
## 4. Congregation and public dialogue



## 5. Planning approval to contracts



## 6. Leasing, sales and cash flow



## 7. Post completion management





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## 5. Planning approval to contracts

Development approval from the local council is inevitably subject to many conditions – some concern procedure and some impact greatly on the cost and/or design of the project. Only when the full impact of these conditions have been assessed, challenged, amended or complied with can an accurate scope of works be finalised and costed.

### Step 1 – Review of final proposal

At this critical juncture the final proposal must be reviewed and submitted to the archdeacon and ACPT.

The conditions of the development approval may require some of the assumptions on which the final proposal is based to be varied. Similarly, the time which may elapse while the development application is processed by the local council may mean a change in key variables (such as price or cost), which may impact on the viability of the project.

By conducting this review any oversights, incorrect assumptions or legal impediments can be identified and corrected before time and energy are wasted and disappointments occur. Use see *Pro forma letter 5*, on page 3-17, to seek final approval from the archdeacon to proceed.

### Step 2 – Moving to contract

If the review of the final proposal indicates that the project remains viable, the following steps can then be taken to implement the proposal.

The churchwardens are responsible for arranging and negotiating the building contracts. They will prudently arrange:

1. the appointment of solicitors (if not already in place) who have relevant experience in building contracts and finance documentation
2. if necessary the appointment of property valuers (if not already in place) eg where a joint venture is involved or land is mortgaged
3. for the requirements of the ACPT to be followed (see [www.sds.asn.au](http://www.sds.asn.au))
4. tenders to be called via the appointed architects for the letting of the building contract. Note: construction management contracts are generally not approved by the ACPT – fixed price (lump sum) contracts are preferred.
5. credit and performance checks to be carried out on the winning tenderer

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## Step 3 – Diocesan sign-off

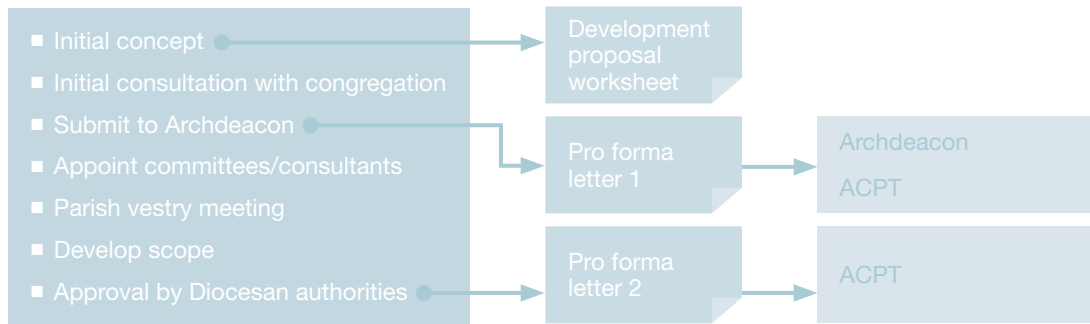
When the tenders for the building contract are returned then a decision by the parish council is made. The contract is forwarded to the ACPT with *Pro forma letter 6* (on page 3-18) for execution together with:

- written consent from the parish council
- approval from the Regional Architectural Panel
- approval from the local council
- contract signed by the builder
- a copy of the report or other documentation about the review of the final proposal (see Step 1)
- legal practitioners certificate signed by a solicitor
- a declaration from the churchwardens ‘as to the sufficiency of the funds’.

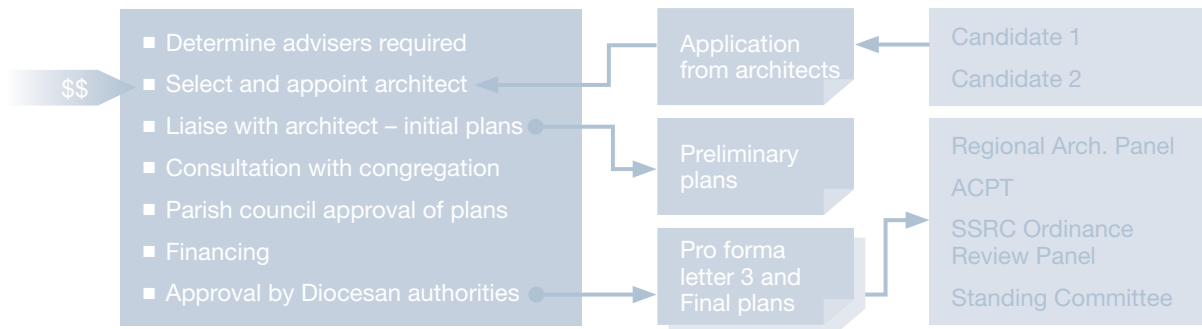
## Step 4 – Insurance

Ensure that all the insurance covers are in place from the builder and that any additional cover to cover the parish council have been priced and placed.

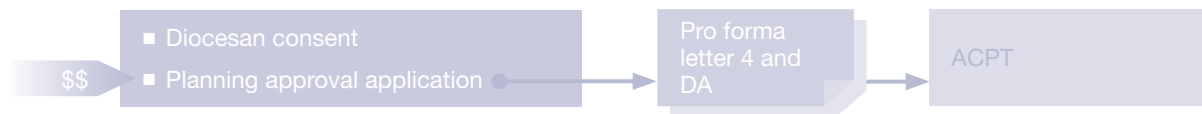
## 1. Concept to initial proposal



## 2. Initial proposal to final proposal



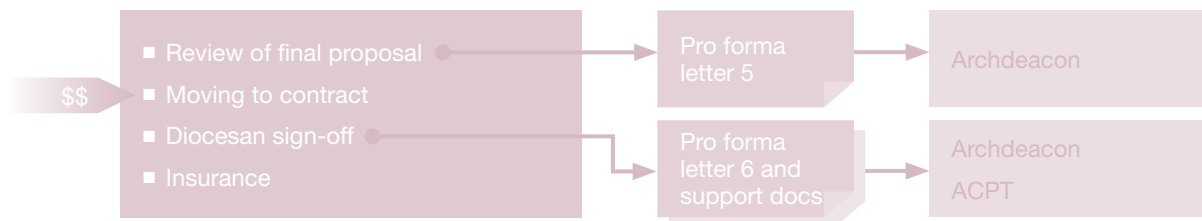
## 3. Planning application



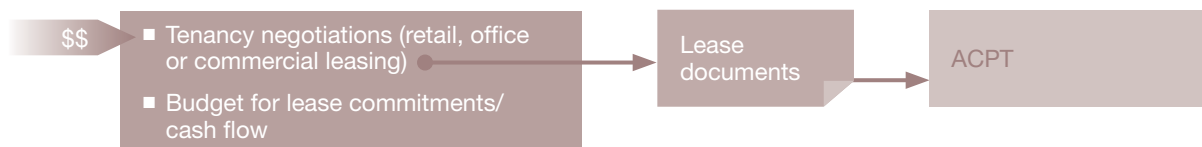
## 4. Congregation and public dialogue



## 5. Planning approval to contracts



## 6. Leasing, sales and cash flow



## 7. Post completion management



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## 6. Leasing, sales and cashflow

### Retail leasing

For compelling reasons there are restrictions on the leasing of Church property which must be observed. By way of example a parish council must be aware that:

1. Leases are restricted to a term not exceeding 10 years or 50 years for a building lease.
2. Church property must not be used for:
  - sale of tobacco
  - gambling or betting
  - the sale of liquor (unless with food)
  - the sale of narcotic drugs except as part of the trading of a chemist, medical practitioner etc
  - the sale or distribution of video cassettes rated X or R
3. Church property cannot generally trade on Sundays except for the sale of food, newspapers, petrol, pharmaceutical services and supplies or services required urgently.

All leases must be submitted to the ACPT for signing and when the lease commences the ACPT will be responsible for invoicing for rent, collecting the rent, paying GST and remitting the balance (after fees and charges) to the parish or as otherwise directed by an ordinance.

### *Step 1*

Prior to deciding to lease premises, a number of preliminary actions are required:

- Check the zoning
- Seek the opinion of several local real estate agents on optimum use and market rent
- Select an agent and instruct them on the lease terms – Rent, use, restrictions, length of lease, signage etc
- Ensure that agent is aware of the uses that are not acceptable
- Instruct solicitors to prepare a lease which will be acceptable to the ACPT, complies with the N.S.W. Retail Tenancies Act and reflects normal commercial standards.

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## Step 2

When an agent introduces a tenant who wishes to lease:

- Specifically check the intended use
- Request trade, financial and previous landlord references
- Run a credit check on proposed lessee
- Request bank guarantees for a minimum of three months' rent
- Have the agent prepare a schedule of the condition of the premises which both parties sign prior to occupation
- Ensure that neither agent nor anyone from the parish council has made any representation concerning the shop or surrounding church property which could later give rise to an action for misrepresentation by the tenant
- Insert rent reviews in the lease to maximise cash flow and enhance capital appreciation. For shorter term leases (one to five years) annual rent reviews on the basis of CPI are desirable. For longer term leases, provisions for review of the rent to market at appropriate intervals (with annual CPI reviews in intervening years) are desirable. Whatever the rent review provisions it is desirable that leases contain a "ratchet clause", being a clause which provides that the rent payable after a review date can never be less than (but can be equal to or greater than) the rent payable before the review date.

## Office leasing

Prior to deciding to lease premise, a number of preliminary actions are required, similar to those described above:

- Check the proposed use complies with the zoning
- Reference and credit checks
- Schedule of condition of the premises to be mutually agreed
- Hours of use specifically agreed
- Bank guarantee for minimum of three months' rent.
- Director's personal guarantees
- Insert rent reviews in the lease.

## Sales

Permission to sell is covered elsewhere in this document. The process of sale requires the churchwardens and parish council to address some or all of the following:

- 
- Method of sale: Depending on the size and type of property involved you may consider sale by auction, private treaty, tenderer or expression of interest.

Auction and tender have the benefit of being a transparent process and provide finality. Private treaty and expressions of interest are useful to test a market without commitment and allow maximum flexibility, but are not an 'open' process.

However, it is the policy of the ACPT not to permit the sale by auction of a building formerly licensed for Anglican worship.

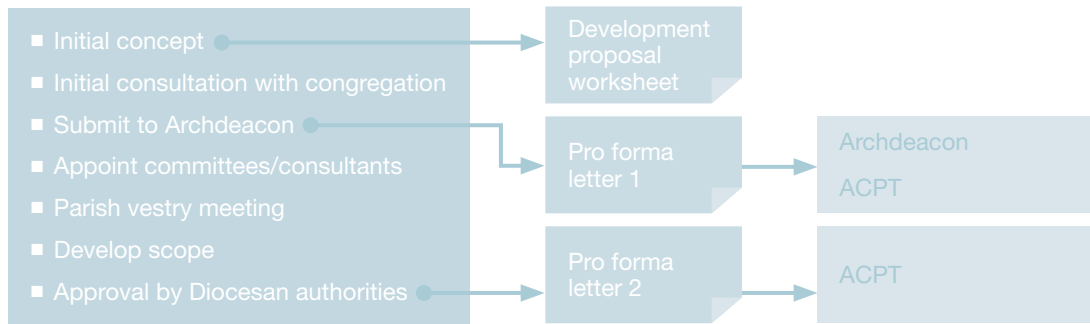
Pre-sales of apartments prior to completion of construction is a specialised area requiring a high level of experience and expertise.

- Agent's selection: Fees for leasing and sales are deregulated and agents are fee-competitive in acquiring instructions (listings). On the basis of local expertise, recent sales success and overall reputation, three agents (two minimum) should be invited to submit proposals for instructions covering market conditions, expected sale price, method of sale, commission level, marketing costs and duration of agency.

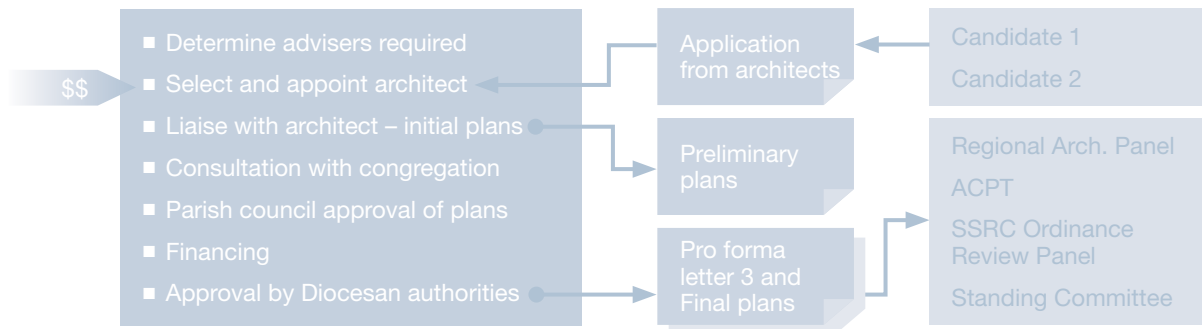
## Cash flow

When entering retail and office lease arrangements the parish council should be clear on its obligations in regard to the payment of both statutory outgoings and building outgoings. To avoid the mistake of viewing rent as pure income it is necessary to prepare a budget or outgoings and establish a net rent. These outgoings should also make provision for any charges from the ACPT and a provision for the periodic upgrade and refurbishment of the premises (sinking fund).

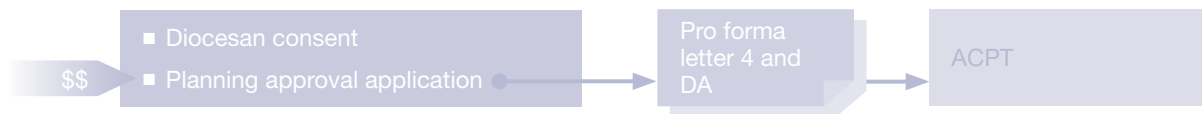
## 1. Concept to initial proposal



## 2. Initial proposal to final proposal



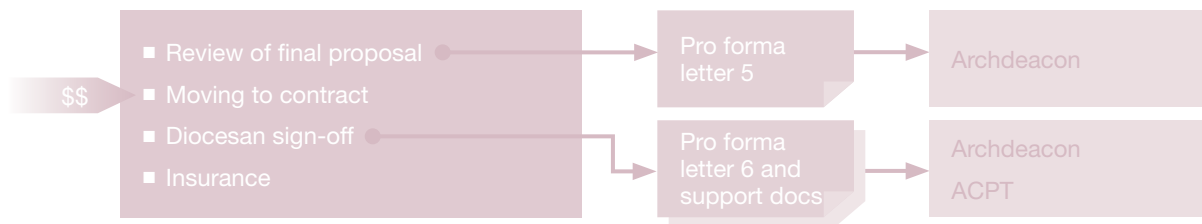
## 3. Planning application



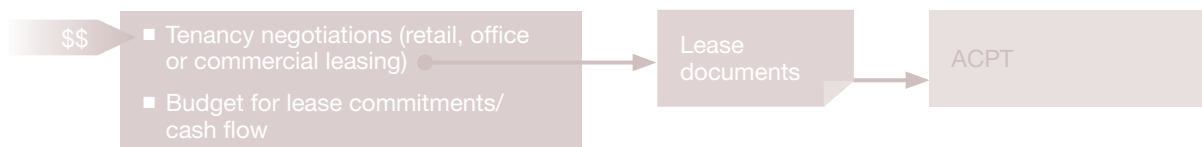
## 4. Congregation and public dialogue



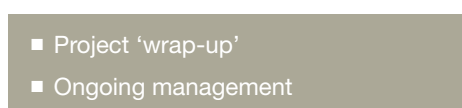
## 5. Planning approval to contracts



## 6. Leasing, sales and cash flow



## 7. Post completion management



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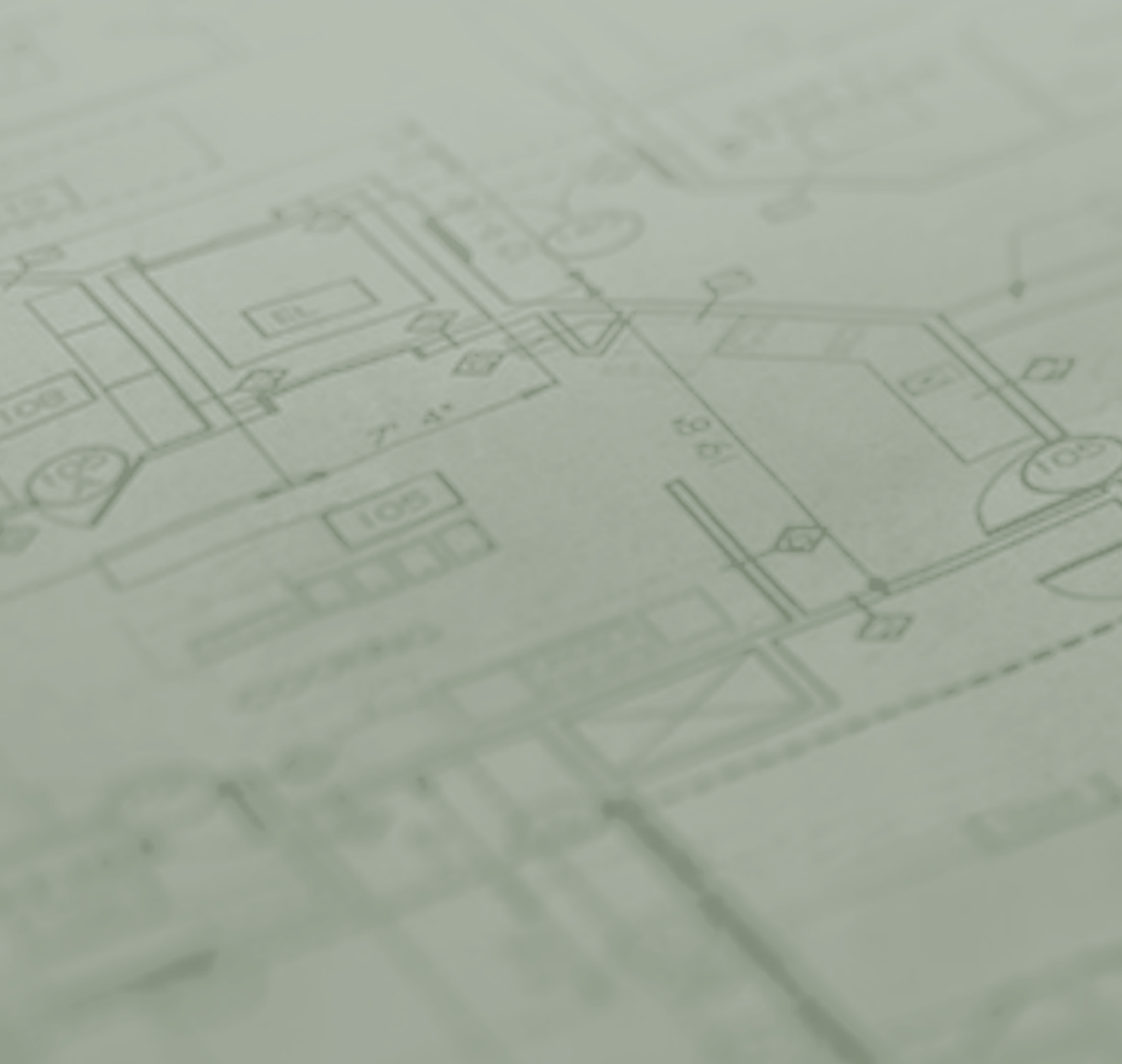
## 7. Post-completion management

There are many tasks to 'wrap up' at the end of a project. A number of key tasks are shown below:

- Construction
  - Obtain certificate of occupancy
  - Notification of retention sums with contractors
  - Administration of warrantees
- Tenancy
  - Finalise execution of lease document (in accord with law, i.e. Retail Tenancies Legislation)
  - Ensure that tenants' insurances are in place
  - Schedule of condition of the premises agreed with tenants, with photographic evidence
  - Facilitate the occupation of the tenant
- Property management
  - Upgraded landlords and parish insurance
  - Arrangements in place for receipt of rent
  - Confirmation of annual outgoings budget
  - Appointment of managing agent (or depending on project size, part-time employee) for day-to-day management
  - Put in place reporting procedure to parish council
- Asset management
  - Valuation of completed projects (especially in case of joint venture)
  - Board of management set up for control of specialised property assets
  - Long-term review of ordinances, i.e. every ten years.



# Resources



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## 3. Resources

### Web resources

The Sydney Diocesan Secretariat website (see [www.sds.asn.au](http://www.sds.asn.au)) provides a series of guidelines related to property development, including information about the following matters:

- **Building works kit**  
Covers the general steps that a parish (who wants to undertake building work) should follow.
- **Heritage buildings**  
Covers information on the Heritage Act 1977, Interim heritage orders, Listing on the State Heritage Register and other issues related to maintaining heritage buildings.
- **Churches, halls and rectories**  
Covers issues of construction, licensing, use, approvals and other issues related to churches, halls and rectories, plus faculties and use of buildings for public entertainment.
- **Leasing and licensing of church property**  
Covers general guidelines for leases and licence agreements for halls, kindergartens, long day cares centres and polling places
- **Dealing with church trust property and funds**  
Covers dealings in land and funds held for the purposes of a parochial unit, including issues to do with ordinances, problems with leasing properties, mortgaging and selling property.
- **Policy on lettings of church trust property**  
Information about purposes for which church property should not be used and the ‘social covenants’ that may apply to the use of church trust property.
- **Central Diocesan services**  
Covers a range of information about services provided as ‘central’ Diocesan services including Sydney Diocesan Secretariat, Glebe Administration Board and Anglican Church Property Trust Diocese of Sydney.

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- **Assessing the strategic value of retaining parish property**

Circular regarding procedures for assessing the strategic value of retaining parish property for the purposes of the Diocesan Mission (2003).

## Other general resources

- **The Planning System**

[www.planning.nsw.gov.au/index1.html](http://www.planning.nsw.gov.au/index1.html)

Go to 'The Planning System' menu, then to the 'Development assessment' menu – 'Are you planning a development', for a description of your rights and obligations in the development process.

- **BASIX**

[www.basix.nsw.gov.au/information/index.jsp](http://www.basix.nsw.gov.au/information/index.jsp)

BASIX is a design tool that ensures each new residential dwelling design meets the NSW Government's targets of a 40% reduction in water consumption and a 25% reduction in greenhouse gas emissions, compared with the average home.

- **Your home**

[www.yourhome.gov.au](http://www.yourhome.gov.au)

A suite of consumer and technical guide materials and tools developed to encourage the design, construction or renovation of homes for comfort, health and environmental sustainability.

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## Contact details

### Anglican Church Property Trust

All correspondence for Anglican Church Property Trust should be sent to General Manager, Parish Services, using the contact details below:

Mail: General Manager, Parish Services  
PO Box Q190  
QVB Post Office NSW 1230  
Australia

Fax: (02) 9261 4485

Email: [map@sydney.anglican.asn.au](mailto:map@sydney.anglican.asn.au)

### Sydney Diocesan Secretariat

All correspondence for Sydney Diocesan Secretariat should be sent to Secretary, Sydney Diocesan Secretariat using the contact details below:

Mail: Secretary, Sydney Diocesan Secretariat  
PO Box Q190  
QVB Post Office NSW 1230  
Australia

Phone: (02) 9265 1555

Fax: (02) 9261 4485

Email: [jbc@sydney.anglican.asn.au](mailto:jbc@sydney.anglican.asn.au)

### Glebe Investment Company Pty Ltd

Glebe Investment Company (GIC) is a subsidiary of the Glebe Administration Board – to enquire about a GIC loan, contact GIC on (02) 9284 1436.

### Glebe Administration Board

All correspondence for Glebe Administration Board should be sent to Secretary, Glebe Administration Board using the contact details below:

Mail: Secretary, Glebe Administration Board  
PO Box Q190

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QVB Post Office NSW 1230  
Australia

Fax: (02) 9261 4485

Email: [jbc@sydney.anglican.asn.au](mailto:jbc@sydney.anglican.asn.au)

## Finance and Loans Board

All correspondence for Finance and Loans Board should be sent to Secretary, Finance and Loans Board using the contact details below:

Mail: Secretary, Finance and Loans Board  
PO Box Q190  
QVB Post Office NSW 1230  
Australia

Phone: (02) 9265 1686

Fax: (02) 9261 4485

Email: [jbc@sydney.anglican.asn.au](mailto:jbc@sydney.anglican.asn.au)

## South Sydney Regional Council

All correspondence for South Sydney Regional Council should be sent to the Archdeacon using the contact details below:

Archdeacon: The Ven Deryck Howell

Office: Level 1, St Andrew's House  
Sydney Square, NSW 2000

Mail: PO Box Q190,  
QVB Post Office NSW 1230

Phone: (02) 92651524

Fax: (02) 92651543

Email: [dhowell@sydney.anglican.asn.au](mailto:dhowell@sydney.anglican.asn.au)

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# Glossary

There is an extensive glossary of terms that may be encountered in this document or whilst working on property related projects on the Real Estate Institute of Australia (REIA) website, The REIA is the national professional association for the real estate industry in Australia.

See <http://www.reiaustralia.com.au/consumer/glossary.asp> for further details.

<b>Allotment</b>	A block of land subdivided out of a larger section.
<b>Amortisation</b>	The process of writing the initial value of an asset gradually down to zero over a number of years in a systematic fashion, in order to spread the total amount equitably over these years.
<b>Appreciate</b>	To increase in value
<b>Assignment</b>	The process by which the lessee under a lease (as 'assignor'), with the consent of the lessor transfers the rights and obligations of that lease to another person (the 'assignee').
<b>Body corporate</b>	The council or committee, comprising unit owners, which controls a strata or unit development, including the buildings and common property.
<b>Boiler plate clauses</b>	Standardised text, usable as a template in contracts, mortgages, leases, prospectuses, trust deeds, letters and so on.
<b>Bond</b>	A security for money lent by an investor to a company, the government or a government agency – e.g. in the case of a government (treasury) bonds, the bond is security for money lent by an investor to the government. The money is lent for a fixed term at a fixed interest rate.
<b>Bond (rental property)</b>	The security deposit lodged by the tenant at the start of a lease to cover the costs of any damage to the premises. Any money not required for this purpose is returned at the end of the tenancy.
<b>Bridging finance</b>	A temporary loan to enable the settlement of a property purchase to take place pending the grant of a permanent loan or the completion of the sale of another property.
<b>Capitalisation method</b>	A method of valuing property by discounting actual or motional net rental payments in perpetuity at a suitable market-based rate in order to obtain their present value.
<b>Capitalisation rate</b>	The rate of interest used for discounting future payments. See 'Capitalisation Method'.
<b>Caveat</b>	An entry made in the Titles Office at the insistence of a person claiming an unregistered interest in land to ensure that they are notified of any proposed dealings and given the opportunity to take legal steps to protect their position. (Latin: 'let him beware').

<b>Chattels</b>	Property other than freehold land. Chattels such as light fittings, carpets and partitions leased by an owner to a tenant along with the building are generally specified in the lease. Chattels sold with the building are generally specified in the contract of sale.
<b>Community title</b>	This is the name given, in some states, to a form of property ownership designed for a mixture of uses, from residential to commercial and industrial, within the one development. It may be used to create a resort, for example – bringing together villas, apartments, shops, golf course, marina and tennis court with roads and other infrastructure.
<b>Company title</b>	This is an older form of title, generally pre-dating strata title, which uses a company structure to subdivide and own a property, creating separate units. Each property owner actually owns a share or number of shares in the company.
<b>Consumer Price Index (CPI)</b>	The Consumer Price Index (CPI) measures quarterly changes in the price of a 'basket' of goods and services which account for a high proportion of expenditure by the CPI population group (i.e. metropolitan households). The CPI is the most common measure of inflation.
<b>Conveyance</b>	The transfer of an interest in land by sale, mortgage, lease and so on.
<b>Contract of sale</b>	The legal document setting out the terms and conditions for the sale and purchase of property.
<b>Covenant</b>	A restriction on the legal title to property that either benefits or burdens the land (eg to specify what building materials or fencing can and cannot be used).
<b>Deposit</b>	It is an almost universal requirement under contracts for the sale and purchase of property to require the purchaser to pay part of the sale price to the vendor at the time of entering into the contract, with the balance of funds to follow after a period of investigation of the property's legal title.
<b>Development application (DA)</b>	An application to the local council seeking approval to develop a property. This might involve a renovation, demolition, construction, subdivision or change of use (eg from residential to commercial).
<b>Easement</b>	A limited right to use a portion of land in a particular way, which is available to a person who is not its owner and which is indicated on the title documents. Easements often relate to water or sewerage pipes, electric cables or the like. See also 'Right of way'.
<b>Encumbrance</b>	A change of liability on a property – for example, a mortgage.
<b>Equity</b>	The net capital value of an asset free of all loans and debts.
<b>Faculty</b>	An enabling document issued by the Archbishop at the request of a parish permitting certain alterations or additions to a church building. No such alterations or additions to the building can generally be undertaken without a faculty.

<b>Fee simple</b>	A legal interest in property or estate capable of being inherited without limitation. It is the highest form of ownership.
<b>Freehold</b>	Ownership of property in 'fee simple'.
<b>Gazumping</b>	The immoral practice under which the vendor of a property repudiates an oral agreement to sell it to a prospective purchaser, usually because he has received a better offer from another party.
<b>Improvements</b>	The building erected on land, as distinct from the land itself.
<b>Internal Rate of Return (IRR)</b>	An interest rate that equates the present value of the amounts invested on a project with the present values of the expected future cash flows. It is a measure of the return from the investment.
<b>Joint tenants</b>	A legal mode of ownership of property by more than one person. Joint tenants own the whole of the property in equal shares. When one tenant dies, their share goes to the remaining joint tenants equally. See 'Tenancy in common'.
<b>Leaseback</b>	The sale of a property subject to a lease from the purchaser to the vendor.
<b>Market value</b>	The price at a given point of time which a willing but not anxious buyer is prepared to pay, and which a willing but not anxious seller is prepared to accept, in an open market.
<b>Mortgage</b>	A formally registered transfer of an interest in land as a security for the repayment of a loan. What does 'in land' mean?
<b>Mortgagee</b>	The lender under a mortgage.
<b>Mortgagor</b>	The borrower under a mortgage.
<b>Negative gearing</b>	The use of borrowed funds in order to supplement an investor's own money when acquiring an asset where the annual outgo including interest exceeds the annual income.
<b>Off the plan</b>	Selling or purchasing a unit or other lot in a development before construction is complete, after inspecting the architectural drawings and building plans.
<b>Old system title</b>	This is the original form of legal title (ownership) in Australia – it has largely been replaced by the Torrens title. Ownership of old system title property relies on being able to prove an unbroken chain of title leading up to the vendor. The chain of title consists of the documents by which the property has been conveyed (sold), mortgaged and otherwise encumbered over the years, going back to what is called a 'good root of title'. State legislation covers many aspects of the operation of old system title.
<b>Option</b>	A legally enforceable right to buy a property before the expiry of a deadline and at a pre-determined price.
<b>Outgoings</b>	These are expenses associated with owning and running the investment property from day to day. They include rates, gardening, managing agent's fees, insurances, strata/unit levies and maintenance.



<b>Plot ratio</b>	The total floor areas of a building divided by the area of the land. The plot ratio will normally exceed 1 for a multi-storey building.
<b>Ratchet clause</b>	A clause in a lease that provides for a periodical adjustment to the rent in accordance with some formula but with the proviso that the rent in any period will never be less than the rent in the preceding period.
<b>Refurbish</b>	To decorate or fix up a property into good order. This might include painting, floor coverings, fixtures and fittings.
<b>Reserve</b>	The purchase price set by a vendor at auction below which the vendor will not sell the property.
<b>Sale and leaseback</b>	A method of realising cash but retaining the use of a property or other fixed asset by selling it to an investor and simultaneously leasing it from the new owner.
<b>Settlement</b>	The exchange of the documents of title for money on finalising a sale of land or on the grant or discharge of a mortgage.
<b>Site cover</b>	The area of land on which a building is erected divided by the total area of land concerned.
<b>Strata title</b>	A title to land that has been subdivided vertically as well as horizontally.
<b>Subdivision</b>	To reconfigure the shape of an allotment or to divide an allotment of land into two or more allotments, each on a separate legal title. Each new allotment can be sold and purchased separately.
<b>Tenancy in common</b>	The ownership of land by two or more persons collectively in such a way that on the death of one, the ownership of a designated proportion of the property passes to that person's heirs.
<b>Time share</b>	A special form of dividing land into units, each of which gives occupation rights for a designated period – for example, a specified week – each year.
<b>Torrens title</b>	Title to land evidenced by entry in a government register kept at the Titles Office and the issue of a certificate.
<b>Unimproved value</b>	The notational value of land as though it had no buildings erected on it.
<b>Valuation</b>	A written report by a registered valuer setting out the valuer's considered estimate of the market value of a property and the supporting evidence.
<b>Yield</b>	The yield of an investment is the ratio of its income to its value.
<b>Zoning</b>	The control of land use under planning legislation.

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# Templates

The following templates are provided for assistance throughout various stages of property projects. Text that is shown enclosed in square brackets [], should be deleted (including the square brackets) and actual text, pertaining to the project, inserted.

## Pro forma – development proposal worksheet

<b>Project short title</b>	
1. Provide a short description of the proposal (max. 30 words)	
2. What is the aim of the proposed work?	
3. What alternatives have been considered to achieve these aims?	
4. Outline the details of the project, breaking it down into sections and subsections and using bullet points if possible.	
5. What is the approximate cost of the proposal?	
6. What sources of income will finance the project? eg. Parish investments, self-financing, fundraising, loan or a combination. If the project is to be self-financing show the assumptions you have made.	
7. What is the timeframe of the project?	

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## Pro forma letter 1 – initial advice to Archdeacon from parish

[*date of letter*]

Archdeacon [*name of Archdeacon*]  
[*Address*]

Dear Archdeacon,

We write on behalf of the churchwardens and parish council of the parish of [*insert Parish name*] following initial discussions about a property project connected with our church property situated at [*address of property*].

At present the following buildings occupy the site:

- [*list of buildings*]
- [*continued list of buildings*]

In accordance with the procedures set out in the *Guidelines for property development* document, we wish to advise that we are making investigations into the following:

- a. the overall cost of the project
- b. the financial feasibility of the project
- c. the drawing up of plans
- d. any possible heritage issues involved with the relevant property
- e. any possible zoning issues involved with the relevant property
- f. the level of community impact the development may have
- g. whether there is need for a faculty to be issued by the Archbishop.

After discussions among members of parish council and other interested parties, we have come to the following statement as to the aim of this project:

[*Here make a clear statement of aims*]

Consultation with the congregation [*has/has not yet*] taken place.

We hereby advise you of our desire to advance this project further and now seek your good will and response. Would you please advise the Anglican Church Property Trust of our present intentions?

---

We enclose a copy of the Guidelines Development Proposal Worksheet,  
duly completed, for your information

Yours sincerely,

---

*[Name of minister]*

**Minister**

---

*[Name of  
churchwarden 1]*

---

*[Name of  
churchwarden 2]*

---

*[Name of  
churchwarden 3]*

**Churchwardens**

---

## Pro forma letter 2 – to the ACPT and the Archdeacon regarding the initial proposal

[*date of letter*]

The Secretary  
Anglican Church Property Trust  
PO Box Q190  
QVB POST OFFICE NSW 1230

Dear Sir,

re [*name of the proposed project*]

We write to advise the ACPT of progress in the proposed property development mentioned to you via Archdeacon [*name of Archdeacon*] in our letter of [*date of letter*].

We wish now to seek the approval of the ACPT for the project to move forward and if possible to have the matter raised in the Standing Committee seeking its approval in principle.

Enclosed you will find the feasibility report of our property consultant [*name of property consultant*], the conclusion of which reads:

- [*insert the summation of the consultant(s)' report*]
- [*etc*]

We would be grateful, if everything is in order, for you to notify the Archdeacon so that he might arrange for a resolution to be raised in the Standing Committee seeking approval in principle for the project. We understand that the passing of such a resolution does not commit the Standing Committee to passing any relevant ordinance when it comes to that point, but rather is a means of advising the Standing Committee of the major issues of principle involved in our project.

Would you please ensure that Archdeacon [*name of Archdeacon*] receives a copy of our letter.

Yours sincerely,

---

*[Name of  
churchwarden 1]*

*[Name of  
churchwarden 2]*

*[Name of  
churchwarden 3]*

**Churchwardens**

---

## Pro forma letter 3 – approval of the Regional Architectural Panel

[*date of letter*]

Archdeacon [*name of Archdeacon*]  
Chairman, [*Region name*] Regional Architectural Panel  
PO Box Q190  
QVB POST OFFICE NSW 1230

Dear Archdeacon,

re [*name of the proposed project*]

We write to advise you that the progress of the abovementioned project is at the point where we need to seek approval of the Regional Architectural Panel.

As per the *Guidelines for property development*, we enclose copies of the plan of the project, a brief written statement of its purpose, a copy of the resolution of the parish council approving the project and a statement informing you that proper and adequate supervision of the proposed works is being arranged.

When you have considered the plans, please contact us to arrange a time when we can meet with the Regional Architectural Panel.

We understand that should the project receive the Panel's approval, you will notify the ACPT of this fact.

Yours sincerely,

[*signed by the minister and a majority of members of the parish council*]

---

[*Name of minister*]

**Minister**

---

*[Name of  
churchwarden 1]*

*[Name of  
churchwarden 2]*

*[Name of  
churchwarden 3]*

**Churchwardens**

---

*[Name of parish  
councillor 1]*

*[Name of parish  
councillor 2]*

*[Name of parish  
councillor 3]*

**Parish councillors**



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Pro forma letter 4 – completion of development application and/or construction certificate

[*date of letter*]

The Secretary  
Anglican Church Property Trust  
PO Box Q190  
QVB POST OFFICE NSW 1230

Dear Sir,

re [*name of the proposed project*]

We the undersigned churchwardens of the parish of [*name of parish*] now wish to advise you that the [*development application and/or construction certificate*] for this project [*has/have*] been filled in up to the point where the ACPT's consent as owner is needed.

We therefore request that you arrange for the necessary completion(s) and return the document(s) to us for lodgement with Council.

We understand that the ACPT's consent to the Development Application does not signify the Trust's agreement to the project.

Yours sincerely,

---

[*Name of churchwarden 1*]

---

[*Name of churchwarden 2*]

---

[*Name of churchwarden 3*]

**Churchwardens**

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## Pro forma letter 5 – seeking final Archdeacon approval

*[date of letter]*

Archdeacon *[name of Archdeacon]*  
*[Address]*

Dear Archdeacon,

re *[name of the proposed project]*

We wish to advise that the abovementioned project has received its final review by the parish and we now write to ask that you give your approval to the project as now delineated.

We expect that once this is done, we will be able to arrange and negotiate a building contract which we understand the ACPT will need to sign.

Yours sincerely,

---

*[Name of  
churchwarden 1]*

---

*[Name of  
churchwarden 2]*

---

*[Name of  
churchwarden 3]*

**Churchwardens**

cc. Secretary  
Anglican Church Property Trust

---

## Pro forma letter 6 – final request to the ACPT for execution

[*date of letter*]

The Secretary  
Anglican Church Property Trust  
PO Box Q190  
QVB POST OFFICE NSW 1230

Dear Sir,

re [*name of the proposed project*]

We now write enclosing a contract for the above project and requesting that it be executed. With the contract we include the following documents:

- written consent of the majority of the members of the parish council,
- a copy of approval from the Regional Architectural Panel,
- approval from the [*insert municipal council name*] municipal council,
- a copy of your letter to us dated [*date of letter*] in which you indicate that the submission made on [*date of submission*] regarding the final proposal receives your approval,
- a legal practitioner's certificate signed by our solicitor, and
- a declaration from the churchwardens as to the sufficiency of funds to pay for the project.

We would be glad if you would deal with this matter as expeditiously as possible.

Yours sincerely,

---

[*Name of  
churchwarden 1*]

---

[*Name of  
churchwarden 2*]

---

[*Name of  
churchwarden 3*]

**Churchwardens**

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cc. Archdeacon [*name of Archdeacon*]

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