

EXPLANATORY NOTE

Voluntary Planning Agreement Newmarket Randwick

Introduction

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a draft Deed of Variation (**Deed**) to the Voluntary Planning Agreement (**Planning Agreement**) between the parties made pursuant to Section 93F of the *Environmental Planning and Assessment Act 1979*, in relation to the Staged Development Application No. DA88/2016.

This Explanatory Note has been prepared jointly by the parties, as required by clause 25E(3) of the *Environmental Planning and Assessment Regulation 2000*. This Explanatory Note is not to be used to assist in construing the Deed.

Any words beginning with a capital letter below which are not otherwise defined in this Explanatory Note have the meaning ascribed to them in clause 2.1 of the Deed.

Parties to the Deed

The parties to the Deed are Cbus Property Sydney Residential Pty Ltd (ACN 607 511 035) (**Developer**) and Randwick City Council (**Council**).

Description of the subject land

The Deed applies to the following land:

Address

164-174 Barker Street, Randwick

Lot and DP

Corner Lot A, DP 330407 Newmarket
Stables

Description of the Development

The Staged Development Application No. DA88/2016 sets out a concept proposal for the development of the Land known as 'Newmarket Randwick' site for the purpose of building envelopes, subdivision into 9 development lots, 1 public open space lot, and 4 public road lots in accordance with section 83B (3) of the *Environmental Planning and Assessment Act 1979* (NSW) (**EPA Act**) approved by the Land & Environment Court on 3 April 2017 (**Development**).

The stages of the Development will be subject to development applications for the staging of the Development on the Land as follows:

- (a) Stage Infrastructure - for services, infrastructure, public park and public roads.
- (b) Stage 1 - Building E1.
- (c) Stage 1A - Building E3 & E4.
- (d) Stage 2 - Southern precinct.
- (e) Stage 3 - Northern precinct.
- (f) Newmarket House for adaptable reuse.

Summary of objectives, nature and effect of the Deed

The objective of the Deed is to vary the Planning Agreement for the Newmarket site to allow the electrical substation (being an encumbrance) within the area marked as public park in the plans under Schedule 2 of the Planning Agreement. The Deed will amend the Planning Agreement to exclude the encumbrance and secure delivery of a monetary contribution of \$200,000 to the community from the Developer for design, works, repairs and maintenance to the Big Stable Building and land and/or upgrade works to Paine Reserve North.

The nature and effect of the Deed will involve the implementation of the Developer's obligations to address the variation in the Planning Agreement, as set out in the Deed, and include the following:

- Provision of an easement in favour of Ausgrid for the kiosk substation, electricity use and other purposes and right of access way over the Public Park Land
- Provision of a Stormwater Easement 2.5m wide for the purposes of drainage in favour of proposed lot (PT 35) on which building E4.1 is constructed over the Big Stable Land (this provision addresses the need for a drainage line and easement for the Big Stable Land)
- Provision for a Monetary Contribution of \$200,000 for the purposes of design, works, repairs and maintenance to the Big Stable Building and land and/or upgrade works to Paine Reserve North.

ASSESSMENT OF THE MERITS OF THE DEED

The planning purposes served by the Deed

In accordance with Section 7.4(2) of the EPA Act, the Deed has the following public purposes:

- (a) The provision of (or the recoupment of the cost of providing) public amenities or public services,

The Developer Contributions outlined in the Deed provide a reasonable means for achieving these purposes.

How the Deed promotes the objects of the Environmental Planning and Assessment Act 1979

In accordance with Section 1.3 of the EPA Act, the Deed promotes the Objects of the EPA Act and specifically achieves the Objectives stated at Section 1.3(c) to 1.3(g) in the following manner:

- (c) to promote the orderly and economic use and development of land,
- (g) to promote good design and amenity of the built environment,

How the Deed promotes the public interest

The Deed is in the public interest as it will result in the construction of a public park for public purposes, transfer of the Big Stable Land and Building to be held as community land and for public purposes, and the payment of monetary contributions for the maintenance of the Big Stable Building and land and/or upgrade works to Paine Reserve North. These works will contribute towards meeting the present and future needs of the local community.

How the Deed promotes the objects of the Local Government Act 1993 (NSW)

The Deed is consistent with the following purposes of the Local Government Act 1993 (NSW):

- To give Councils the ability to provide goods, services and facilities, and to carry out activities, appropriate to the current and future needs of local communities and the wider public.

- To give Councils a role in the management, improvement and development of the resources of their areas.

How the Deed promotes the Guiding Principles for Councils

The Deed promotes a number of the Guiding Principles for Councils under section 8A of the *Local Government Act 1993* (NSW), as follows:

- (1) This Explanatory Note is prepared for the purposes of keeping the local community and the State government (and through it, the wider community) informed about its activities and to ensure that its decision-making is transparent.
- (2) To manage lands and other assets so that current and future local community needs can be met in an affordable way which provides the best possible value for residents and ratepayers.
- (3) To act fairly, ethically and without bias in the interests of the local community.
- (4) To provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively.
- (5) To recognise diverse local community needs and interests.
- (6) To have regard to the long term and cumulative effects of its decisions on future generations.
- (7) To bear in mind that it is the custodian and trustee of public assets and to effectively plan for, account for and manage the assets for which it is responsible.
- (8) To engage in long-term strategic planning on behalf of the local community.
- (9) To promote the public interest by committing the Developer to make contributions towards local infrastructure and open space land.

Whether the Deed conforms with Council's capital works program

Council's Corporate Plan incorporates capital work projects aimed at vehicular and pedestrian connections. In this respect, the terms of the Deed conforms to that intent.

Whether the Deed specifies that certain requirements of the Planning Agreement must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

The Developer's Contributions must be delivered to the Council in accordance with the Planning Agreement as follows:

- The Public Park must be constructed prior to the issue of the final occupation certificates for Stage 1 of the Development. The Public Park Land to be dedicated to Council within sixty (60) days of Practical Completion of the Developer Works on the Public Park Land.
- The Big Stable Land must be transferred to Council within thirty (30) days of the later of the issue of the subdivision certificate to the Building E4.1, or issue of an Occupation Certificate for Building E4.1

The Developer will pay to Council the Monetary Contributions as follows:

- Monetary Contribution 3 must be paid to Council prior to or upon the transfer of the Big Stable Land to the Council in accordance with clause 8.1

The Impact of the Deed on the Public or any Section of the Public

The Deed will not adversely affect the public in any manner as it places obligations on the Developers that will affect the Developers and the Land only.

The Deed will benefit the public because it will enable the delivery of new infrastructure and assets and a traffic study.