

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 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 Planning Agreement.

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 5.1 of the Planning Agreement.

Parties to the Planning Agreement

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

Description of the subject land

The Planning Agreement applies to the following land:

Address	Lot and DP
164-174 Barker Street, Randwick	Corner Lot A, DP 330407 Newmarket Stables
1-11 Young Street, Randwick	Lot B 330407
158-162 Barker Street, Randwick	Corner Lot 1, DP 1041725 Pt Stable 2
156 Barker Street, Randwick	Lot 4 DP 165055
152-154 Barker Street, Randwick	Lot 1 DP 81877 & Lot 4 DP 1039981
150 Barker Street, Randwick	Lot 1, DP 932027
1 Jane Street, Randwick	Lot B DP 344447
18 Jane Street, Randwick	Lot 1 DP 85107
21 Jane Street, Randwick	Lot B DP 312682
181 Botany Street, Randwick	Lot 3 DP 1102370
8-12 Young Street, Randwick	Lot 1 DP 87614
14-20 Young Street	Corner Lot 3 DP 1041725
28-30 Young Street, Randwick	Part Lot 1 DP 541576
32-42 Young Street, Randwick	Lot 1 DP 1102864

(Collectively referred to as the **Land**).

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 Planning Agreement

The objective of the Planning Agreement is to secure delivery of Developer Contributions to the community. The nature and effect of the Planning Agreement will involve the implementation of the Developer's obligations, as set out in the Planning Agreement, and include the following:

- Construction and dedication of public roads denoted as ST1, ST2, ST3, ST4, RL1 and DV1 on the - New Market Green Master Plan - Lots Subdivision plan DA02.001(G) dated 30 March 2017.
- Construction of a public park and dedication of an area of min 5000m² to Council as shown coloured green and marked "Public Park E2" on the Newmarket Randwick Master Plan - Lots Subdivision plan DA02.001(G) dated 30 March 2017 for the purposes of a public park.
- Transfer to the Council of the land at 29-39 Young street Randwick being proposed Lot 39 including the Big Stable Building and any other improvements erected on that land to be held by the Council as community land.
- Transfer to Council of affordable housing units being the greater of:
 - (i) 10 residential apartments; or
 - (ii) 1.5% (rounded to the nearest whole number) of the total number of residential dwellings erected on the Land,comprising a mix of 70% one bedroom and 30% 2 bedroom apartments.
- Payment to Council of Monetary Contribution 1: in the amount \$500,000 for the purposes of repairs and maintenance of the Big Stable Building.
- Payment to Council of Monetary Contribution 2 in the amount of \$50,000 to be applied towards the cost of undertaking a traffic study and or implementing traffic calming

measures in the area covered by Middle Street and Meeks Street between Botany Street and Willis Street, as well as Young Street, Jane Street and DV1.

(Collectively referred to as **the Developer's Contributions**)

ASSESSMENT OF THE MERITS OF THE PLANNING AGREEMENT

The planning purposes served by the Planning Agreement

In accordance with Section 93F(2) of the EPA Act, the Planning Agreement has the following public purposes:

Part A The provision of infrastructure relating to land.

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

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

In accordance with Section 5 of the EPA Act, the Planning Agreement promotes the Objects of the EPA Act and specifically achieves the Objectives stated at Section 5(a)(i) to 5(a)(vii) in the following manner:

Part B Represents an orderly and economic use and development of land; and

Part C Provides land for public purposes and community facilities (road, public park, Big Stable Land and building and affordable housing), through the implementation of the Developer Contributions outlined within the Planning Agreement.

How the Planning Agreement promotes the public interest

The Planning Agreement is in the public interest as it will result in the construction of public road infrastructure being roads for public purposes, 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, the construction and transfer of affordable housing units for public purpose and the payment of monetary contributions for the maintenance of the Big Stable building and a traffic study. These works will contribute towards meeting the present and future needs of the local community.

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

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

Part D 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.

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

How the Planning Agreement promotes the Guiding Principles for Councils

The Planning Agreement 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 Planning Agreement, amendment or revocation 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 Planning Agreement conforms to that intent.

Whether the Planning Agreement 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'

- Public roads as follows:

Item	Stage	Practical Completion
ST1 North	Stage 1	Prior to issuance of OC on Stage 1.
ST1 South	Stage 1A	Prior to issuance of OC on Stage 1A
ST 2	Stage 3	Prior to issuance of OC on Stage 3.
DV1, RL1, ST3 and ST4	Stage 2	Prior to issuance of OC on Stage 2.

- Dedication and transfer of the Public Roads to Council referred to above must occur not later than sixty (60) days after Practical Completion of the Public Road for each Stage of the Development noted above.
- 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 Affordable Housing Units must be transferred following the registration of the strata plan of subdivision for the relevant building in which the Affordable Housing Units are located .The transfer of the Affordable Housing Units is to take place progressively as the development of the Land progresses, in accordance with the following allocations:
 - 4 units will be provided in Stage 1.
 - 3 units will be provided in Stage 2.
 - 3 units will be provided in Stage 3
 unless agreed otherwise by the parties.
- The Developer will pay to Council the Monetary Contributions as follows:
 - Monetary Contribution 1 must be paid to Council prior to, or upon, the transfer of the Big Stable Land to the Council.
 - Monetary Contribution 2 must be paid to Council prior to the issue of the first Construction Certificate for the Development the subject of the first Staged Development Application.

The Impact of the Planning Agreement on the Public or any Section of the Public

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