

Response to City's Recommendations on Draft VPA Between CUB and Minister for Planning

The draft VPA anticipate that some of the development contributions will benefit the City. The draft VPA also acknowledges that further documentation will be needed to provide for the City to take these benefits. It is not considered necessary to amend the draft VPA at this stage as this further documentation can address specific issues.

ISSUE/CITY RECOMMENDATION	PROPONENT'S RESPONSE
Main Park	
Specify time for completion of park landscaping – proposed date is 31 st December 2010.	The draft VPA contains a series of four “milestones” for delivery of the park with which the Land Owner* must comply. The last of these milestones is transfer of the completed park. It is considered that the timing of these milestones is reasonable and adequate. It is not considered necessary to amend the VPA. It is noted that the draft City VPA contained a “reasonable endeavours” provision, not a “best endeavours” provision.
Include specific requirement for City approval in design process in light of the inclusion of City land within the area designated as park, and the proposal to transfer the park to City ownership (although no formal proposal/request has been made at this time).	The draft Statement of Commitments acknowledges the need for stakeholder consultation although not specifically mentioning the City as a key stakeholder. The draft Statement of Commitments has been amended to make this clearer. It is expected that the City will have a role in the design process where land is owned by the City and/or the City agrees to accept dedication of land. Clause 2.25 of Schedule 4 and clause 1 of Schedule 5 of the draft VPA anticipate this and it can be accommodated in the further documentation. It is not necessary to amend the draft VPA.
Remove the cost limit on design	In the absence of a design standard for the park it is considered appropriate to have a cost standard to which the park must be designed. The indexed \$/m ² rate is considered to be generous given that it applies only to the design, approval and construction of the park embellishment and not to any earth works or subsurface infrastructure. The \$/m ² rate applies only until the design and specification are agreed. Schedule 4 of the draft VPA provides for the risk of delivering the park once the design and specifications are agreed to be borne solely by the Land Owner.
Impose a requirement for a covenant to allow use only as public open space.	The draft Major Projects SEPP amendment zones the land for the main park <i>RE1 – Public Recreation</i> restricts the uses to which the land can be put. A covenant on the land is not necessary.
Balfour Street Park	
CUB NSW to reimburse the City of Sydney, if the City of Sydney (i.e. not CUB NSW) undertakes the Balfour Street Park works.	The proposal that the City undertakes the work and is reimbursed by the Land Owner is a matter for further discussion and agreement between the City and the Land Owner. The VPA can be amended at a later time to reflect this if an agreement is reached. For now, the Land Owners obligation under the draft VPA and Statement of Commitments to provide this park is dependent upon the City granting its consent as owner of that land.
Include a specific requirement for City approval in the design process, in light of the land being owned by the City of Sydney.	The draft Statement of Commitments acknowledges the need for stakeholder consultation although not specifically mentioning the City as a key stakeholder. The draft Statement of Commitments has been amended to make this clearer. If the Land Owner is to undertake the work then the City, as owner of the land, is expected to have a role in

	the design process. Clause 2.25 of Schedule 4 and clause 1 of Schedule 5 of the draft VPA anticipate this and it can be accommodated in the further documentation. It is not necessary to amend the draft VPA.
Remove the cost limit on design.	If the Land Owner is to undertake the work then, in the absence of a design standard for the park, it is considered appropriate to have a cost standard to which the park must be designed. The \$/m ² rate applies only until the design and specification are agreed. Schedule 4 of the draft VPA provides for the risk of delivering the park once the design and specifications are agreed to be borne solely by the Land Owner.
Irving Park, O'Connor Park and Wellington Street Park (in stratum)	
Minister's VPA should not oblige the City of Sydney to accept ownership of any land or works without the City's consent. No such request has been received to date.	The draft Statement of Commitments offers these open spaces for dedication and the draft VPA anticipates that the City may accept transfer. It is not the proponents intention to place an obligation on the City to accept.
Parks should be subject to a covenant requiring the land to allow use only as public open space.	As the draft Major Projects SEPP amendment does not zone the land for these open spaces <i>RE1 – Public Recreation</i> it is agreed that the land be subject to an appropriate covenant that limits its use to public open space. The draft Statement of Commitments has been amended to reflect this. It is not necessary to amend the draft VPA.
City does not generally support transfer to it of land which is limited in depth (stratum).	The City's preference to not accept transfer of land in stratum is noted. For clarity, it is only Wellington Street Park that is proposed for transfer in stratum. Irving and O'Connor Parks can be transferred in fee simple.
Community Facility Payment	
Payment must be used for a community facility in Chippendale.	It is the proponents intent that the payment be used within the suburb of Chippendale but the description in the VPA of the "Chippendale locality" is considered adequate.
Other Issues	
City's ability to impose Section 61 if City is consent authority should be reinstated.	The overall package of development contributions to be provided by this development is well in excess of what would have been provided under Section 61. The draft VPA recognises this and excludes the application of further contributions regardless of who the consent authority is.
Certain land is to be privately owned/publicly accessible. To ensure public access include requirement for a covenant in VPA or as condition of future approval.	It is agreed that certain privately owned/publicly accessible land be subject to an appropriate covenant that ensures public access upon completion of construction. The draft Statement of Commitments has been amended to reflect this. It is not necessary to amend the draft VPA.
Roads proposed for transfer/dedication and works to City's roads. Amend Minister's VPA to include provisions for: (a) City approval of detailed design prior to construction (b) City approval of completed works (c) City to have benefit of warranties/security following completion	Schedule 4 of the draft VPA acknowledges that the City's standards for construction of roads must be considered. If the City agrees to accept dedication it is reasonable that the City should have an approval role in the design process, approve the completed works and have the benefit of reasonable warranties and security following completion. Clause 2.25 of Schedule 4 of the draft VPA anticipates this and it can be accommodated in further documentation. The draft Statement of Commitments has been amended to reflect this. It is not necessary to amend the draft VPA.

<p>Standard for public open space or public roads to be dedicated. Amend Minister's VPA to include City approval of design for land proposed to be dedicated.</p>	<p>Refer to responses above.</p>
<p>New intersection at Abercrombie and Irving Streets. Amend Minister's VPA to be consistent with City VPA, ie. right hand turn in and out of site.</p>	<p>Irving Street is proposed to be one-way travel to the west, therefore there cannot be a right turn into it from Abercrombie Street. There will be right turn into O'Connor Street, one block to the south of Irving Street, which is proposed to be one-way travel to the east.</p>
<p>Design of stormwater retention/detention system. Amend Minister's VPA to include City approval of works to be included on land proposed to be dedicated to City.</p>	<p>The draft Statement of Commitments has been amended to acknowledge City as a key stakeholder. If the City agrees to accept dedication of the park and the stormwater system it is expected to have a role in the design process. Clause 2.25 of Schedule 4 and cause 1 of Schedule 5 of the draft VPA anticipate this and it can be accommodated in the further documentation. It is not necessary to amend the draft VPA.</p>
<p>Consent by City Schedule 5, Clause 1 does not deal with works proposed which are not in "Contribution Works" definition. Drafting required.</p>	<p>Clause 1 of Schedule 5 is specifically intended to address the need for the Land Owner to obtain the necessary approvals and land owner's consent from the City for the defined "Contribution Works". This does not preclude the need for further documentation where the City's approval or consent is required for other works.</p>
<p>Inclusion of other public works in future approvals – acknowledgement that certain works may be required by usual conditions of approval eg undergrounding electricity cables. Amend Minister's VPA to include acknowledgment that other works may be required by conditions of consents/approvals.</p>	<p>It is not necessary for the VPA to predict all works that might be required as conditions of consent/approval. A number of works are identified in the draft VPA and the draft Statement of Commitments (which gives an undertaking that power cables throughout the site will be underground). Further requirements can be identified and conditioned at project application stages.</p>

* Land Owner means the owner of the CUB site (ie, the land currently owned by Carlton & United Breweries (NSW) Pty Ltd)