

ATTACHMENT B

**RESPONSE TO DRAFT VOLUNTARY
PLANNING AGREEMENT OBJECTIONS,
PREPARED BY VALAD COMMERCIAL
MANAGEMENT LIMITED**

Valad: Goldfields House, 1 Alfred Street

Response to Draft Voluntary Planning Agreement Objections

2 May 2012

Objector	Objection	Response
19-31 Pitt Street	<p><i>Safe and compliant car access</i></p> <ul style="list-style-type: none">no allowance has been made for a wall zone along the boundary of the 'tail' of the 19-31 Pitt Street site;the sweep paths shown indicate non-compliances with the design at several points	<p>The DA design will comply with Australian Standards, including AS2890.1. Valad intends that the outcomes volunteered in the VPA will be achieved.</p>
	<p><i>Safe and compliant service vehicle and garbage vehicle access</i></p> <ul style="list-style-type: none">no allowance has been made for a wall zone along the boundary of the 'tail' of 19-31 Pitt Street sitethe sweep paths shown indicate non-compliances with the design at several pointsit is also noted it seems unclear what standard was applied in the analysisSK10 has been included to note that additional amendments will be required to achieve compliant access for a 12.5m truck.	<p>The DA design will comply with relevant Australian Standards to accommodate an 8.8m rigid vehicle and 9.24m length City of Sydney garbage truck.</p> <p>A 12.5m vehicle is not accommodated in the design.</p> <p>The vehicles specified are appropriate for a right of carriageway to service residents and light maintenance vehicles. Access for construction works must not occur via the carriageway.</p>
	<p><i>No restrictions on use by 19-31 Pitt Street</i></p> <ul style="list-style-type: none">In order for 19-31 Pitt St to be able to rely on the carriageway, access must be provided for construction works that will be ongoing after the initial period of construction. These will be regular, expected and normal events such as fitouts, refurbishments, alterations, replacements and maintenance of	<p>This is not agreed as it is not reasonable. Schedule 7, cl. 2.3(b)(ii) does not cover damage that is not negligent. The right of carriageway is not to be used for construction works.</p>

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	<p>building plant and equipment, and other normal works essential to the running of a high quality CBD building. Activities of this nature will naturally require access to the basement for parking, material delivery, access to plant and equipment, the transport of materials on and off site</p> <ul style="list-style-type: none"> • It is suggested any unintended impacts of construction related vehicles during construction prior to the issuance of any occupation certificate can be effectively managed by construction management plans. • Delete Clause 2.2 to remove restrictions on access to the basement of 19-31 Pitt St for construction purposes. <p>Potential linkages to thru site link should be allowed</p> <ul style="list-style-type: none"> • The intention of the thru site link is to allow free access between Herald Square and any future plaza within the APDG Block as well as assist in activation of the laneways. The activation of the thru site link requires interaction with other sites and the easement plan as presented by the applicant does not protect potential opportunities for this. By providing opportunities for further linkages as indicated in the Stage 1DA submissions for 19-31 Pitt St, significant benefits can be obtained, by providing further options for pedestrians to access the laneway network, to encourage exploration, and cross block linkages for local trips. The current easement diagram only allows an unimpeded width of access of 2.5m from 19-31 Pitt St to the thru site link which is not a viable option for any form of obvious public access. • The southern boundary of the zone marked FR3 should allow for a potential right of access to the thru site link from lots on the southern boundary. This should be defined in the easement documents and plans, and should be of such height and 	
		<p>This is not agreed. The area of FR3 is the likely and best location for public art and café seating. To agree to this requirement would conflict with the principles and objectives of the APDG area relating to active frontages, narrow through site link and outdoor seating (e.g. see 2.12G 5.3.4 of the DCP). Likewise, the APDG principles require through site links to existing laneways not to private properties. If the owner of 19-31 Pitt Street wishes to connect to the Through Site Link that is a matter for them.</p>

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	<p>dimensions to allow for effective linkages to be created. The linkage protected should be the width of the southern edge of FR3 along the boundary, and to a height that allows clear and defined pathways to be established.</p>	
	<p><i>Provide dimensions and levels to avoid doubt</i></p>	
<ul style="list-style-type: none"> • Adopt a clearly stated minimum width of 7m for the carriageway at all points, and with particular attention to a minimum 7metres width and the shape of the easement near and to the breakthrough panel to ensure compliant access to the lot benefited will be achievable. 	<ul style="list-style-type: none"> • Adopt a clearly stated minimum height of 4metres clear for the length of the carriageway to ensure compliant access to the lot benefited will be achievable, especially for larger service vehicles. 	<p>Valad agrees with the request and says that the carriageway is of reasonable dimension and shape and that viable access is provided.</p> <p>This will be achieved by application of relevant Australian Standards to the design.</p>
<ul style="list-style-type: none"> • Adopt a clearly stated minimum height of 4metres clear for the length of the carriageway to ensure compliant access to the lot benefited will be achievable, especially for larger service vehicles. 	<ul style="list-style-type: none"> • Adopt a clearly stated minimum width for the breakthrough on the southern boundary of 1.23metres, to ensure compliant access to the lot benefited will be achievable. 	<p>The standard of 7m sought by Ringmer Pty Limited is expressed more appropriately in Australian Standard 2890.1 as dimensions for carriageway, radius of turning and clearances from obstructions.</p>
<ul style="list-style-type: none"> • Adopt a clearly stated minimum width for the breakthrough on the southern boundary of 1.23metres, to ensure compliant access to the lot benefited will be achievable. 	<ul style="list-style-type: none"> • Adopt a clearly stated level of RL -1.15 for the low point of the easement at the breakthrough to ensure compliant access to the lot benefited will be achievable. 	<p>The minimum height of 4m sought by the objector: Valad will comply with relevant Australian Standards and Council policy relevant to waste and garbage collection.</p>
<ul style="list-style-type: none"> • Adopt a clearly stated level of RL -1.15 for the low point of the easement at the breakthrough to ensure compliant access to the lot benefited will be achievable. 		<p>The existing plan of subdivision is a draft. The as-built survey of the completed functional carriageway, compliant with Australian Standards for vehicular movement and with Council policies and plans, will be used to finalise the precise location of the right of carriageway that will be registered on the titles of the site.</p>
		<p>The width for the Breakthrough is not agreed. Valad will develop the DA design to accommodate an 8.8m rigid vehicles and 9.24m garbage collection trucks turning into 19-31 Pitt Street in compliance with the relevant Australian</p>

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		<p>Standard 2890.1 and City of Sydney Waste Services Department advice. Valad is not aware of how Ringmer arrived at a width opening of 11.23m. The appropriate measure of width, clearances and turning for vehicles is provided by the Australian Standards. Valad undertakes to comply with these standards</p> <p>Adopt a clearly stated level of RL-1.15: the basement of the DA design must remain at RL -0.8. The site dimensions will not accommodate a basement at RL-1.15. It may be possible for 19-31 Pitt Street to continue to descend within its own site.</p>
	<p><i>Legal issues re. VPA</i></p>	
	<p>Clause 4.1 Definitions:</p> <p>(i) any changes to the draft Section 88B Instruments or other documents should be relevantly picked up in the Definitions for example Easement Instruments and Plan etc;</p> <p>(ii) definition of Occupation Certificate should include a reference to an Interim Occupation Certificate.</p>	<p>Noted.</p> <p>This is not agreed. The amendment is unnecessary. The EP&A Act definition includes an interim occupation certificate.</p>
	<p>Clauses 7.2 and 7.3:</p> <p>(i) there should be a mechanism for the design drawings and specifications for the right of carriageway C1 to be considered by the owners of the Cambooya site and submissions and suggestions, if necessary, be made to the Council within a reasonable period of time.</p>	<p>This is not agreed. Valad will comply with an approval granted by the Council to develop the design in compliance with Australian Standards and with its obligations that arise from the VPA.</p>
	<p>Clause 9.8:</p>	

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	<p>(i) it should be clear that if the developer for any reason does not complete the carriageway works then the Council "will" as opposed to "may" ensure that the works are carried out so that the access to the Cambooya Site is guaranteed.</p>	<p>This is a matter for the Council. However, the Council should retain a discretion considering that policy and circumstances may change over time.</p>
	<p>Clause 13.3:</p> <p>(i) it should be clear in clause 13.3(a)(i) that the Financier agrees to the Valad site being burdened by the right of carriageway in favour of the Cambooya site.</p>	<p>This is not agreed. It is unnecessary as the obligations under the VPA include the requirement to provide the right of carriageway.</p>
	<p>General Comments</p> <p>(i) The Planning Agreement assumes that the Valad Site will be developed before the Cambooya site. In the event that the Planning Agreement is entered into but for some unforeseen circumstance the Valad consent is not activated or completed and the right of carriageway is not provided then the Planning Agreement cannot be used against the owner of the Cambooya site regarding reasonable efforts being made to achieve the outcome of Option "A" (access to Cambooya Site via Valad Site as per condition 3 of the Cambooya Consent);</p>	<p>This is a matter for the Council in imposing any condition on the Stage 2 consent for 19-31 Pitt Street requiring vehicular access from 1 Alfred Street to 19-31 Pitt Street.</p>
	<p>(ii) the developer should agree not to modify any consent for the Valad Site to change, alter, interfere with or remove the provision of access to the Cambooya site from the Valad Site.</p>	<p>This is not agreed as it is unreasonable. Such an amendment would not permit even minor amendments to the carriageway. Once registered modifications to the consent will make no difference. Any other modifications to consent or VPA require notification.</p>
	<p>Legal issues re. s.88B</p> <p>Clause 1.1 Definitions</p> <p>(i) the definition of "Authorised User" should be extended to</p>	<p>This is not agreed as it is unnecessary. A strata lot would</p>

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	<p>include owners of strata lots in the event that the Lot Benefitted is subject to a strata subdivision;</p> <p>(ii) the definition of "Breakthrough" should be further defined by the use of RL Australian Height Datum measurements in order to securely locate the intended position of the Breakthrough on both sites as further indicated in Drawing No: SK03 24/4/2012;</p>	<p>be an owner of the lot benefited.</p>
	<p>(ii) the definition of "Breakthrough" should be further defined by the use of RL Australian Height Datum measurements in order to securely locate the intended position of the Breakthrough on both sites as further indicated in Drawing No: SK03 24/4/2012;</p>	<p>This is not agreed. Valad intends to accommodate in the design a carriageway access to 19-31 Pitt Street for 8.8m trucks and 9.24m City of Sydney garbage collection trucks at RL-0.8 and in compliance with Australian Standards.</p> <p>Also, it is not appropriate to include specific RL AHD measurements in relation to the position of the Breakthrough at this stage.</p> <p>Clause 7.1 of the draft VPA includes an acknowledgement from both parties that further design details and refinements of the carriageway works may be necessary having regard to, among other things:</p>
		<p>(a) conditions reasonably affecting the carriageway works which were not reasonably capable of identification as at the date of the Voluntary Planning Agreement; and</p> <p>(b) the extent to which any design modifications are required as a result of any section 96 modification approval.</p>
		<p>Clause 7.2 of the draft VPA requires Valad to prepare detailed design drawings for the Council's approval for the carriageway works, within one month of the date of the issuance of the first construction certificate in relation to the Development or any part below ground level. It is at this time that the height of the Breakthrough will be further</p>

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(iii) in the definition of "Easement Management Plan" approval should include that of the Owner of the Lot Benefitted;	Furthermore, the definition of Proposed Instrument - Right of Carriageway in the draft VPA contemplates that there may be amendments to it. Such amendments could incorporate any amendments that may be necessary as a result of the refined detailed design of the carriageway works.	This is not agreed. Only the Council's approval to the Easement Management Plan should be required. However, Valad agrees to an amendment to the definition of Easement Management Plan that includes a requirement that it consult with the owner of 19-31 Pitt Street in the preparation of the plan.
(iv) the definition "Easement Site" should include within its terms or the "Plan" the dimensions and location of the Easement Site i.e. 4 metre height minimum and 7 metres minimum width and minimum width of 11.23 metres at the Breakthrough;	This is not agreed. Valad will develop the design described in the VPA and represented by the drawings appended to it.	This is not agreed. Valad will develop the design described in the VPA and represented by the drawings appended to it.
(v) in the definition of "Emergency Situation" it should be limited to actual events not "training" or "tests".	This is not agreed. Training and testing are integral to any emergency situation.	This is not agreed. Training and testing are integral to any emergency situation.
Clause 2.1 Terms of Easement	(i) there should be no restriction on the types of vehicles accessing the right of carriageway ie. the Terms of the Easement should state that the carriageway should be designed for all vehicles including heavy construction vehicles. If the right of carriageway is to be the main vehicular access for the Cambooya Site it is imperative that all types of vehicles are able to access the Cambooya Site. We suggest that the limitation "for which the carriageway is	This is not agreed - see comments in relation to clause 2.2 below.

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	<p>designed" be deleted;</p> <p>(ii) the grant should not be conditional, i.e. on the removal of the Breakthrough Panel and references to these clauses should be deleted;</p> <p>(iii) the terms of the Easement should allow for any intensification of use on the Lot Benefitted being the Cambooya Site in the event that the Cambooya Site is subdivided by strata or stratum subdivision.</p>	<p>This is not agreed.</p> <p>This is not agreed.</p>
	<p>Clause 2.2 Restriction on Use or Construction</p> <p>(i) as this will be the main vehicular access for the Cambooya Site, this restriction should be deleted otherwise Cambooya's development of the Cambooya Site will be jeopardised because access to the basement level is essential to a safe, orderly development of the Cambooya Site.</p>	<p>This is not agreed. Any condition of the Stage 2 consent for 19-31 Pitt Street will require vehicular access for the purpose of the constructed and completed development, not for the purpose of enabling the construction of the development to be carried out. If there was no proposal to develop 1 Alfred Street, 19-31 Pitt Street would have to rely on its own site to provide construction access to its site. As such, it is not unreasonable to exclude construction access.</p>
	<p>Clause 2.3 Conditions of Access</p> <p>(i) subclause (b) should include at the end of the first line "in their use of the Easement Site";</p> <p>(ii) subclause (b)(iv) should exclude normal fair wear and tear.</p>	<p>The amendments are agreed.</p>
	<p>Clause 2.6 Restrictions on Access</p> <p>(i) if the right of carriageway is to be the main vehicular access to the Cambooya Site, then this clause must state categorically that access to the Cambooya Site must be maintained at all times</p>	<p>This is not agreed. Clause 2.6 makes clear that the temporary restriction of access can be through part only of the carriageway and not all of the carriageway.</p>

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	<p>except in an emergency situation. The words "(but not all of)" should be expanded to ensure that Cambooya's use of the right of carriageway is not impeded;</p>	
	<p>(ii) in subclause 2.6(d)(ii) restricted access should require longer notice of provision than one (1) month e.g. three (3) months;</p>	<p>This is not agreed - 3 months' notice is too long. One month is more than adequate.</p>
	<p>(iii) subclause 2.6(d)(iii) should also provide that any of the intended works do not occur on or interfere with any of the right of carriageway with Cambooya's notified use of it for construction purposes;</p>	<p>This is not agreed. 19-31 Pitt Street is not to be permitted to use the easement for construction access purposes.</p>
	<p>(iv) in [sic] subclause (d)(iii) be amended by deleting "reasonable steps" and replacing with "best endeavours". Further subclause 2.6(d)(iii)(D) should be deleted and replaced with its own separate subclause pursuant to which the Owner of the Lot Burdened undertakes to maintain access to the Lot Benefitted except in an emergency situation.</p>	<p>Amendment to clause 2.6(d)(iii) is not agreed. 'Reasonable' is more objective and capable of measuring than 'best endeavours'. The deletion of clause 2.6(d)(iii)(D) is not agreed.</p>
	<p>Clause 2.8 Release</p>	
	<p>(i) use alternative definition to "Indemnified Party" as no indemnity is being provided e.g. "Released Party."</p>	<p>Agreed.</p>
	<p>Clause 3.1 Maintenance of Easement Site</p>	
	<p>(i) "A-grade" definition of this should be provided in clause 1 Definitions.</p>	<p>This is not agreed. The Easement Management Plan will contain the requisite standards of repair and maintenance equivalent to that required for an A-grade commercial building, as understood in the property industry and in accordance with guidelines developed by the Property Council of Australia.</p>
	<p>Clause 3.2 Removal of Breakthrough Panel</p>	

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	<p>(i) subclause (a) is too restrictive and the Breakthrough Panel may need to be removed prior to any interim or final Occupation Certificate for the Valad Site in order to allow for access for construction for development on the Cambooya site.</p>	<p>This is not agreed. The obligation to provide access to 19-31 Pitt Street and remove breakthrough panel should remain as drafted as the timing is appropriate. The amendment sought by 19-31 Pitt Street does not specify any earlier timing which seems to confirm that any earlier timing than that provided in the draft VPA would not work.</p>
	<p>Clause 3.5 Insurance</p> <p>(i) in subclause 3.5(a)(ii) the Owner of Lot Benefitted should not be required to take out Industrial Special Risks Insurance.</p>	<p>This is agreed.</p>
<p>BBC (possibly on behalf of St George site)</p>	<p>We request additional lots benefitted by ROW include</p> <ol style="list-style-type: none"> 1. Lot 7 DP 629694 (33 -35 Pitt Street) 2. Lot 182 DP 606865 (182 George Street) 3. Lot 2 DP 880891 (City of Sydney laneway between 33-35 Pitt and 182 George) 4. Lot 181 DP 606865 (Jacksons on George); and 5. possibly others. <p>The purpose of incorporating additional benefitted lots would be to enable vehicular access to be gained via the 1 Alfred Street driveway to other redeveloped sites in the future.</p> <p>The public benefits associated with this proposition could be</p>	<p>This is not agreed. Access is possible and contemplated in the DCP via Dalley Street. There is no requirement in the DCP for 1 Alfred Street to provide shared basement access or servicing with these lots. It is an unreasonable and unacceptable burden to have such intensification of use of the right of carriageway.</p> <p>The proposed development and proposed right of carriageway satisfies these principles and is consistent with Figure 2.64 of DCP 1996.</p> <p>G4.2vii does not state eliminate vehicular crossings of footpaths only that they be minimised.</p> <p>Only Lot 7 DP 629694 which is part of Block 1 is part of</p>

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	<p>considerable. The provision of a single, consolidated vehicular access point from Pitt Street for all sites north of Underwood Street would result in a reduced number of access points to Pitt and George Street, with associated benefits with respect to pedestrian safety, traffic flow and vehicular safety associated with limiting entry driveways, and improved urban design at ground level. The single access would also take future traffic out of laneways at the centre of the APDG block, facilitating activation of laneways and the provision of a high quality, pedestrian-only public space at the centre of the block.</p> <p>This suggested approach is highly consistent with the City's vision for the APDG block, and correlates with all relevant principles and provision of Section 2.12 of the Central Sydney DCP 1996 (Amendment 20 APDG Block), for example the following:</p> <p><i>G4.2 Streets Principles</i></p> <p><i>vii. Minimise vehicular crossings of footpaths;</i></p> <p><i>G4.3 Laneway Principles</i></p> <p><i>ii. Minimise vehicular movements on lanes through shared basement access between developments;</i></p> <p><i>G6.1.1 To reduce adverse impacts on pedestrian amenity:</i></p> <p><i>i. Vehicle and service entry points are to be kept to a minimum;</i></p> <p><i>ii. Shared basement access should be provided for adjacent sites;</i></p> <p><i>iii. The location of vehicle and service entry points should be consistent with the Vehicular Access Plan [Figure 2.64 – which shows no access through the central square between 8am and 6pm, with no apparent means of accessing existing lots on George</i></p>	<p>an APDG block to which clause 52A of Sydney Local Environmental Plan 2005 and Part 2.12G of DCP 1996 apply. Those provisions do not apply to other lots referred to in the objection.</p> <p>Little weight should be given by the Council to the submissions by BBC Consulting because the party or parties on whose behalf the objection is written are unknown, as are some of the allotments of land to which the submission relates e.g. 'possibly others' could include several more lots or none.</p>

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	<p><i>Street during these hours];</i></p> <p><i>iv. No vehicular access is allowable from George or Alfred Streets.</i></p> <p><i>G6.5.4 70% street frontage activation on laneways and 80% activation fronting central square.</i></p>	
	<p><i>Restrictions on access to Rugby Club users</i></p> <p>Clause 2.3(c) of Schedule 7 to the draft planning agreement, being the proposed S88B instrument relating to the right of carriageway, is in the following terms:</p> <p><i>“(c) If a breakthrough at basement level is constructed at any time on or to the Lot Benefited so as to provide for the servicing of the Rugby Club Building through the Lot Benefited pursuant to any condition of any Development Consent requiring the Owner of the Lot Benefited to provide such a breakthrough, the Owner of the Lot Benefited:</i></p> <p><i>(i) may grant rights to the owner or occupiers of the Rugby Club Building for service vehicles to access the Rugby Club Building from Pitt Street through the Easement Site and the Lot Benefited, so long as the Rugby Club Building is not redeveloped in conjunction with or part of land other than the land comprised in folio identifier 180/606866”.</i></p> <p>It would appear to us that the purpose of Clause 2.3(c)(i) is to restrict the use of the easement by vehicles accessing the Rugby Club, to use by service vehicles only. This is contrast to access to the other benefited lot (ie 31 Pitt Street) which will be permitted</p>	<p>Condition 4 of the Stage 1 consent to DA No. D/2010/1533 for 19-31 Pitt Street contemplates that access for service vehicles to the existing Rugby Club be provided over 19-31 Pitt Street.</p> <p>Condition 4 and the draft VPA are consistent and do not require nor seek to provide vehicular access to the Rugby Club site for non-service vehicles or access in the event the Rugby Club site is redeveloped.</p> <p>As such, it is appropriate that access be restricted to service vehicles only for the existing club use of the Rugby Club site.</p>

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	<p>access by all “authorised users” as defined in the planning agreement.</p> <p>Whilst we appreciate that only service vehicles currently access the Rugby Club, in the event of a redevelopment of the site which may include a small number of car parking spaces, it would be beneficial for the easement to permit all authorised users to access the site. To fail to do so would render the objectives of the planning agreement null and void in relation to the benefits outlined in the explanatory note and reproduced on page 1 of this letter.</p> <p>The secondary purpose of clause 2.3(c)(i) appears to be to prevent any access to one of the benefitted lots (ie. the Rugby club site) in the event of the development of that lot in conjunction with one or more additional lots.</p>	<p>The Rugby Club will be benefitted by the provision of vehicular access for service vehicles via 1 Alfred Street that it otherwise does not currently have. A failure to provide the further benefit sought by the Rugby Club site, which is expressed in the objection as ‘beneficial’ rather than essential, cannot have the effect of rendering the objectives of the planning agreement null and void.</p> <p>No reference is made in the Explanatory Note that the right of carriageway would facilitate vehicular access to the Rugby Club in the event that it was redeveloped. This refers to the redevelopment of 19-31 Pitt Street.</p> <p>Vehicular access to the Rugby Club site via 1 Alfred Street is not required by the DCP, and it would be an unreasonable burden on 1 Alfred Street.</p>
	<p><i>Amendments to S88B Instrument</i></p> <p>Should Council determine that our submission has merit, it may be necessary to prepare amendments to the 88B instrument or further planning agreements or 88B instruments (for example, over a future Stage 2 DA for 31 Pitt Street) to ensure, firstly, that other landholders can access the various sites at basement levels, and secondly, that all benefitted landholders are burdened by provisions relating to maintenance, ensuring access, and the like.</p> <p><i>Width and length of easement</i></p> <p>Should Council determine that our submission has merit, it would be appropriate for Council, in consultation with all relevant parties, to reconsider the location and width of the right of carriageway easement.</p>	<p>The submission does not have merit. Therefore, no amendment is required. See comments above in response to this objection.</p> <p>The submission does not have merit. Therefore, no amendment is required. See comments above in response to this objection.</p>

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<i>Easement Management Plan</i>	<p>Should Council determine that our submission has merit, we suggest that Council bring forward the requirement for the preparation of an Easement Management Plan, and further, that the benefitted lots have an opportunity to review and approve the Plan.</p> <p><i>Restrictions on use</i></p> <p>We question whether the wording of Clause 2.2 is appropriate:</p> <p><i>“Despite any other provision of this Instrument, the Easement Site cannot be used for vehicular access (or otherwise) to the Lot Benefited for the purposes of carrying out any demolition, excavation or construction works on the Lot Benefited.”</i></p> <p>Our concerns with this Clause are twofold.</p> <p>Firstly, at a certain stage of redevelopment works on adjoining land, it could be envisaged that the lots benefitted would need to enable construction vehicles to access the basement car park, not at least of which associated with the detailed fitout of the car park, installation and testing of fire control measures, and the like.</p> <p>Secondly, we question whether the wording would preclude access by the vehicles of any persons undertaking work within a completed building on a benefitted lot in the future. By way of example, should there be a shop or tenancy changeover, alterations within the basement car park, a new air conditioning system in the Rugby Club, or a new kitchen in an apartment, ‘construction’ traffic would be denied entry to the basement car park. In such circumstances, we question whether it is the best outcome to require deliveries, service vehicles and contractors to park on the street then enter the basement via the lift lobby when there is</p>	<p>The submission does not have merit. Therefore, no amendment is required. See comments above in response to this objection.</p> <p>This is not agreed. See our comments in relation to vehicular access for construction purposes on pages 7-8 above.</p>

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	likely to be adequate basement parking provided for that purpose within each lot.	
	<i>Further opportunity to comment</i>	
	We request the opportunity for a further review of the redrafted planning agreement should any amendments be made, either in respect to our submission or otherwise.	An unreasonable request that Council should not agree to. The unidentified purchaser of unidentified lots is not a party to the voluntary planning agreement. No amendments, other than minor ones, are likely to occur.
Jackson's on George	<i>Plan amendments</i> The issues which are raised are substantive and I am also advised by Mr Malpass that there have been amendments made to the plans since the submissions of those plans with the Development Application initially. We have not been made privy to those amendments. We further understand that in view of the fact that there have been amendments made to the plans under the proposed Development Application that there has been substantial change and no notification of those alterations, amendments have been provided to our client. We understand that in fact the original Development application is not being proceeded with but an amended version.	JoG had an opportunity to object to the DA for 1 Alfred Street when it was publicly exhibited. It appears to be objecting to the development application via the public exhibition of the draft VPA. Any amendments to the DA plans were minor and did not result in any additional adverse environmental effects and as such, do not require re-exhibition in accordance with the Council's notification policy. In response to the merits of the objection, Valad submits: <ul style="list-style-type: none">● Change in height at the southern boundary of the through-site link: The potential for flooding is avoided in the design to the satisfaction of Council's engineers;● There has not been substantial change to the original DA. It is the responsibility of Council to notify affected parties of changes or amendments and to our knowledge the Council considered re-notification unnecessary;● Further material sought by JoG : there is an appropriate forum for the distribution and exhibition of DA material and it is managed by the Council. The DA exhibition

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		<p>has concluded and the Council can demonstrate that the owners of surrounding properties who may be affected by the proposed development were notified; and</p> <ul style="list-style-type: none"> • Valad's right to put windows on the southern boundary: These windows are setback 3m from the boundary and comply with all relevant standards, the Building Code of Australia and the DCP.
	<p>Thru site link</p> <p>We are also instructed that our client is most concerned regarding the right of public access which terminated at the boundary of the right of carriageway the benefit of which is enjoyed by our client upon the title to its land. We are advised that the height of the proposed right of public access at that termination point is not less than 1 metre above the present level of the right of carriageway. Obvious problems would arise as to drainage and could result in flash floods occurring in the basement of our client's property.</p>	<p>Any issues here will be considered if any when the other sites are redeveloped. It is irrelevant and premature to consider them now.</p>
	<p>Proper Consultation</p> <p>You will readily understand that the Council is under an obligation to ensure that there is proper consultation in regard to Voluntary Planning Agreements and also that there should have been re-notification of any amendments which arise out of changes in respect of the Development Application.</p>	<p>Council has complied with the minimum statutory period of 28 days for the public exhibition of the draft VPA. The Council is under no legal obligation to extend the public exhibition at all and in this case, so as to allow an objector to object to the proposed development (as opposed to objecting to the draft VPA).</p>
	<p>Development Potential</p> <p>Our client is reluctant to take any formal steps before the Courts, however, the adverse impact upon the property with the current plans is substantial and threatens the use and viability of the current hotel premises.</p>	<p>The objection relates to the DA and not the VPA. The DA proposal generally complies with the applicable controls as to setback, use, height and design.</p>

Objector	Objection	Response
	<p>I reaffirm the fact that upon our site the height limit has been lifted to 75 metres. We are most concerned about the aspect of your development regarding my client's current use as an operating 24 hotel premises and further any redevelopment where the windows of your proposed project appear to be constructed so as to face directly towards out client's property.</p> <p>The manner in which the development that you have proposed faces, creates considerable constraints upon any redevelopment of our client's site, and additionally could, with objections form your prospective purchasers, create difficulties with the continued use and operation of the property as a hotel.</p>	<p>Valad expects that any application to develop the site immediately south on George Street will likewise comply with applicable controls.</p>
The Rugby Club	<p>As a consequence of our previous discussions with its representatives Council should be well aware that The Rugby Club fully supports the principle that a north south pedestrian link be established between Herald Square/Alfred Street and Rugby Place. However, the Club has consistently alerted the Council to what the Club and its advisers believe are the insurmountable problems of congestion and unsustainability that will inevitably be created at the southern discharge point of the proposed pedestrian link.</p> <p>We submit that should Council ignore the potentially massive problems attaching to the proposal it will be:</p> <ul style="list-style-type: none"> (a) rewarding Valad with yet a further financial bonus amounting to several million dollars; (b) severely hampering, impeding and most likely destroying the very essence of what was originally a meritorious concept envisaged by Council; and 	<p>The Club's objection is in the main to the LEP and DCP provisions applying to the APDG block and 1 Alfred Street in particular, rather than to the provisions and effect of the draft VPA. As such, the Council should consider the submission but give it very little weight.</p>

Objector	Objection	Response
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| | (c) allowing a situation to develop which is contrary to Council's vision for Sydney and contrary to the public interest. | |
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We submit that Council's Planning Department is well aware that both Michael Harrison and Andrew Thomas concurrently inspected the site and expressed their amazement at the problems which would be created by allowing the Valad plan to proceed.

The Club is also concerned that if the proposed Planning Agreement is allowed to proceed it will have significantly negative impact upon:

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| | <ul style="list-style-type: none"> (a) the continued location of the Club's refuse facility at the western end of the Club site; (b) the ability to remove refuse from the Club's site; (c) deliveries to and from the Club at all times of the day; and (d) most importantly, the potential obstruction of the Club's fire escape and fire exit that are situated at the western end of the Club's premises. | |
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The Club is also concerned by the following wording which appears at the conclusion of the Proposal detailed in Council's notification, namely:

"public domain improvements works and arrangements for future shared basement vehicular access from the Goldfields House redevelopment site to any future redevelopment of the adjacent Fairfax House site at 19-31 Pitt Street."

We submit that the ambiguity of this wording is such that it could be interpreted as meaning that any shared vehicular access that might be established between Goldfields House and Fairfax House

This submission is rejected and in any event, there is no ambiguity in the draft Voluntary Planning Agreement. In addition, provision of vehicular access to 19-31 Pitt Street will not negatively impact on the Rugby Club site nor on Rugby Place.

Objector	Objection	Response
	<p>will impact negatively upon Rugby Place and the land on which The Rugby club is situated.</p> <p>Whilst the Club continues to recognise the merits of a pedestrian link it anticipates that the link proposed by the Planning Agreement may have a significantly deleterious impact upon the amenity and daily operations of the Club.</p> <p>We trust that those Councillors who possess the appropriate level of common sense and foresight to recognise the validity of the issues we have raised will give due consideration to our submission prior to making any decision regarding the proposed Planning Agreement.</p> <p>We submit that it would be beneficial for all Councillors to visit and view the site so as to gain an appreciation of the relevance of the factors addressed by this submission.</p>	<p>If the Council is minded to undertake a site visit of the Rugby Club site and surrounds, Valad wishes to be notified of the arrangement so that its consultants can also attend the site visit.</p>