



21 June 2017

Environment Planning And Sustainability Directorate
GPO Box 365
Canberra ACT 2601

Re: Development Application 201731563

The Belconnen Community Council (BCC) are providing this submission and the attached petition including online and signed paper representations from 1573 people with concerns regarding some aspects of DA201731563 Block 2, Section 200 on Emu Bank, Belconnen Town Centre.

The BCC are supportive of the development, and strongly support the mixed retail and residential approach taken by the proponents. This type of development will add to the residential density of the Belconnen Town Centre, be built adjacent to existing public transport services, and provide employment opportunities for town centre residents in the retail space detailed on the DA plans. The development makes good use of a block formerly used solely for car parking purposes. We feel that if the concerns raised in this submission are resolved, the development will be a valuable addition to the town centre.

The concerns that the BCC have related to DA 201731563 are:

1. Failure to adhere to a special provision to provide public parking for Belconnen Labor Club patrons
2. Unclear car parking provision for members of the public
3. Problematic delivery truck access from Edmonstone Place
4. Footpath and public transport access on Eastern Valley Way
5. Failure to consider community consultation in plans submitted in DA 201731563

Our concerns over some aspects of DA201731563 are set out in the following pages, and attachments A (Special Conditions of Sale, Condition 33) and B (Details of petition). The committee is available to discuss this submission with the assessors.

Regards

Dr. Elizabeth Hirst
Chair, Belconnen Community Council

Failure to adhere to a special provision to provide public parking for Belconnen Labor Club patrons

The BCC and other community stakeholders engaged in pre-sale community consultation with the ACT Government to ensure that the sale of Section 200 did not impact the car parking amenity that members of the Belconnen Labor Club (the club) enjoyed. The club has been a member of the Belconnen community since the 1970's and was constructed in an era when commercial/community facilities were not subject to the car parking requirements of today's Canberra. Section 200 was the car parking for the club.

As a result of community consultation, sale documentation for Section 200 specifies 300 car parking spaces be provided in stage one for the general public on the western side of Section 200, adjacent to Edmonstone place. Special Condition 33 is quite specific on:

- The number of car parking spaces,
- The location of these spaces, and
- The mechanism for the Belconnen Labor Club to access these spaces.

Despite these quite specific provisions, DA 201731563 has car parking located on the northern part of Section 200, and no agreement has been reached with the club for access to these spaces.

The BCC and the club took part in community consultation prior to the sale of Section 200. It has always been the intent that the 300 car parking spaces be for the use of the patrons of the club, a significant community asset in the town centre. Discussions with Geocon indicate that they regard the 300 public car spaces in DA 201731563 as meeting the terms of the contract. Despite the spaces not being located near the club, or adjacent to Edmonstone Place, or on the western side of Section 200.

The management of the club indicates that despite many attempts to reach a solution with Geocon that they have been unable to. The BCC contacted Geocon in late 2016 with questions regarding this aspect of the DA, and did not receive any response.

In June 2017 the BCC contacted the club, Geocon and Geocons consultants and received conflicting and confusing responses to a quite specific question about the car parking matter being resolved. The BCC then created a petition calling upon the ACT Government to ensure that Special Condition 33 in relation to parking was met, before approval for DA 201731563 was granted.

The committee of the BCC then met with Geocon representatives on 12 June 2017 to discuss this matter. Geocon showed the committee members a letter from the Land Development Agency (LDA) dated 6 June 2016 in which the LDA acknowledge the receipt of a letter from Geocon dated 2 May 2016, and that the LDA agree that the Geocon view on the parking arrangements are in accordance with the special conditions of sale.

Geocon did not show the BCC Committee the letter that they provided to the LDA dated 2 May 2016. The BCC do not know what Geocon provided the LDA.

If the sequence of events in 2016 is accurate, the LDA did not consult the community stakeholders in this decision despite the community stakeholders, including the club, bearing the impact of this decision.

Unclear car parking provision for members of the public

DA 201731563 contains a set of car parking numbers that are difficult to reconcile. The BCC liaised with Geocon on this matter. On 9 June 2017 an updated set of car parking diagrams and figures were provided to the BCC. At the public meeting on 13 June 2017 a different set of car parking figures were provided to the public. These conflict with figures provided at the public meeting where the development was first revealed, in July 2016.

These conflicting and constantly changing car parking numbers are confusing. The figures are provided assuming all three stages of proposed development for Section 200 will be approved. Currently only DA 201731563 has been open for comment, and even for this DA the car parking figures are confusing.

Car parking for the public and residents of Section 200 is of interest to all parties. It is important that certainty in these figures is provided before development approval is granted.

Problematic delivery truck access from Edmonstone Place

The Belconnen Labor Club receives deliveries from trucks of varying sizes that use Edmonstone Place to access its loading bays. There are four issues with DA 201731563 related to Edmonstone Place.

1. The road shown on DA 201731563 is inadequate to allow trucks of varying sizes to access the club loading bays. Particularly as it features a roundabout and on street parking. DA 201731563 assumes that single and double axle vehicles will be making deliveries, when in fact larger commercial vehicles including semi-trailers access the club at present.
2. The proposed road plan has been prepared without consulting the club. Ample opportunity has existed since the sale of S200 where the neighboring parties could have discussed this.
3. The DA 201731563 demolition plan has been prepared without consulting the club.
4. Road access for the club and the proposed hotel on Cameron Avenue will be impacted by DA 201731563 as proposed.

Footpath and public transport access on Eastern Valley Way

Republic has the potential to enhance the linkage between the town centre and the University of Canberra. This is one of the key aims of the Belconnen Town Centre Master Plan. This could be facilitated by ensuring that the footpaths along Eastern Valley Way and Emu Bank are attractive to walk along with plenty of trees, and buildings not so close to the footpath that they dominate people walking along the footpath. This is one of the aims of the Belconnen Town Centre Master Plan.

However, it appears from the plans for DA 201731563 that the buildings facing Eastern Valley Way are too close to the footpath to allow adequate tree planting and to stop pedestrians from feeling dominated and hence potentially choosing to walk another more pedestrian friendly route. This conflicts with the objectives of the most recent Belconnen Master Plan, where buildings must be setback slightly and the developer is encouraged to

deliver a streetscape that is attractive, safe and in sympathy with its surroundings.

Closely related to the streetscape issue is public transport access. The existing bus stop on Eastern Valley Way is located where a vehicular access point is located on the proposed development. DA 201731563 does not show where the relocated bus stop would be, or if a relocated bus stop would be provided. This must be resolved prior to development approval.

Failure to include community consultation in plans submitted in DA201631563

The BCC has liaised with the developers and representatives of the proposed development on several occasions, but are not convinced that community consultation has been adequate, or that any meaningful changes to plans already commissioned in mid 2016 were made as a result of community consultation that commenced in July 2016.

In particular the BCC are unimpressed that contact made in October 2016, by email, to discuss the parking requirements for the club was not responded to, and in fact ignored.

Geocon advise that a change to their plans was made as a result of community consultation, that being service vehicle access for the Republic development being from Eastern Valley way and not Edmonstone Place.

While I am sure that is quite true, the deed appears to show that vehicle access to/from Section 200 must be via Cameron Avenue and not Eastern valley Way. However, DA 201731563 clearly indicates the primary method of service vehicle access to the development is from Eastern Valley Way, and the main residential and commercial parking access is also from Eastern Valley Way. These plans appear to have been in place since at least May 2016.

Attachment A: Special Condition 33, excerpted from documents in relation to the sale of Section 200, June 2015:

33 CARPARKING FIRST RIGHT OF REFUSAL

33.1 At least fifty-six (56) Working Days prior to the Date for Completion the Buyer must offer to the Labor Club a first right of refusal to enter into and subsequently negotiate an Agreement for Lease, on reasonable terms, to lease three-hundred (300) car parks that will be constructed on the Land under the Project Delivery Agreement.

33.2 The Buyer must ensure that the offer of the first right of refusal sets out the key terms of the offer and:

- (a) is made in writing to: Chief Executive Officer Canberra Labor Club Limited PO Box 167 Belconnen ACT 2616 Att: Mr. Arthur Roufogalis; and
- (b) is for market value.

33.3 The Buyer must allow the Labor Club at least twenty-eight (28) Working Days to consider the offer and key terms of the agreement and accept the first right of refusal in writing. If the Labor Club accepts the offer within this time frame then the Buyer must as soon as practicable negotiate and then provide the Labor Club with an Agreement for Lease on the agreed reasonable terms.

33.4 If the offer is accepted by the Labor Club, the Buyer must then allow the Labor Club a further twenty-eight (28) Working Days prior to the Date of Completion to enter into the Agreement for Lease on terms agreed under clause 33.3.

33.5 The Lease must be for a minimum term of 29 years, subject always to the term of the Crown Lease, and the Agreement for Lease must include provisions in respect of the following and in any event shall comply with the requirements of the Planning and Land Authority:

- (a) that the car parks are located on the Western side of the site aligned adjacent to Edmondston Place and if over more than one level, include a lift;
- (b) that the car park structure is to be constructed ahead of any other building on the site;
- (c) that the new car park is operational prior to the remaining car parking on the site being removed;
- (d) that 100 car park spaces are to be short stay car parks;
- (e) the Labor Club shall be allowed reasonable signage rights to the car park;
- (f) access to the car park for both vehicular and pedestrian movements from Edmonstone Place;
- (g) adequate noise mitigation shall be the responsibility of the Developer for all of the development; and
- (h) adequate landscaping shall be provided on the boundary of the site adjacent to Edmonstone Place.

33.6 The Buyer acknowledges that it has received valuable and adequate consideration in the form of the purchase of the Land for the obligations appearing in this Special Condition 33. The Buyer further acknowledges that the Seller may suffer loss or expense if the Buyer defaults in its obligations under this Special Condition 33.

33.7 The Buyer indemnifies and shall keep the Seller indemnified from and against all demands, actions, claims, losses, damages, proceedings, liabilities and expenses whatsoever in respect of any matter relating to the obligation set out in Special Condition 33, a failure on its part to either facilitate the execution of the Agreement for Lease or carry out any obligations under the Agreement for Lease. It is not necessary for the Seller to incur expense or make payment before enforcing the indemnity in this Special Condition 33.7.

33.8 In partial consideration for the purchase of the Land, the Buyer releases the Seller from all demands, actions, claims, losses, damages, proceedings, liabilities and expenses that the Buyer or the Labor Club might have in relation to the right granted in Special Condition 33.

33.9 For the avoidance of doubt, the Parties agree that notwithstanding any outstanding obligations of the Buyer under this Special Condition 33 or failure of agreement between the Buyer and the Labor Club, this Special Condition 33 will not operate to delay Completion of the Contract or vary the Date for Completion.

33.10 Any outstanding obligations of the Buyer will continue in force for as long as required to give effect to this Special Condition.

33.11 This Special Condition 33 will not merge on Completion and will continue in force for as long as required to give effect to this Special Condition 33.

33.12 Time is of the essence in respect of this Special Condition 33.

Attachment A: Petition in support of Section 200 special parking conditions

The BCC created a petition to generate awareness and support for the parking conditions applied to the sale of Section 200 to be adhered to by Geocon.

The petition asked people to sign in support of the following statement:

'I support the retention of public car parking spaces on the western side of the site, aligned and adjacent to Edmonstone Place in the town centre.'

It took two forms – a paper version:

Petition to retain Belconnen Labor Club public car parking

The sale of the land behind the Belconnen Labor Club (Section 200) in 2015 contained a provision that 300 publicly available car spaces must be provided on the western side of the site, aligned and adjacent to Edmonstone Place. The main entrance to the Belconnen Labor Club is on Edmonstone Place.

The Development Application submitted for the Section 200 development in April 2017 does not satisfy this provision of the contract of sale. Most of the 300 spaces are on the north eastern side of the site and 3 levels underground. Until the car parking complies with the sale requirements, the DA must not be approved. Approval would reward non-compliance with conditions of sale.

Please say 'I support the retention of public car parking spaces on the western side of the site, aligned and adjacent to Edmonstone Place in the town centre.'

And an online version at the following URL:

<https://www.change.org/p/retain-belconnen-labor-club-public-car-parking-in-section-200>

The online petition attracted **122** signatures.

The paper version attracted **1451** signatures

The total number of petitioners asking that Geocon conform with the sale requirements in respect to parking is **1573**