

19 May 2022

Anthony Witherdin
Director Key Sites Assessments
NSW Department of Planning and Environment
4 Parramatta Square
12 Darcy Street
Parramatta NSW 2150

Attention: Lucinda Craig, Planning Officer
Lucinda.craig@dpie.nsw.gov.au

Dear Lucinda,

GLEBE ISLAND SILOS DEVELOPMENT APPLICATION (DA 21/13182) ADDENDUM TO RESPONSE TO SUBMISSIONS

We refer to our letter to you dated 18 March 2022 comprising Eye Drive Sydney Pty Ltd's (the Applicant) Response to Submissions (RTS) in support of DA21/13182 (the Application).

The purpose of this letter is to amend two discrete sections of the RTS. First, the duration of the consent sought under the Application and second, the references to how the Public Benefit Offer to the Inner West Council will be used.

Proponent's position in relation to duration of consent sought under the Application

The Applicant confirms that it seeks development consent to display third party advertising on the Glebe Island Silos for a duration of ten (10) years, in accordance with Clause 3.19(2) of the State Environmental Planning Policy (Industry and Employment) 2021 (Industry and Employment SEPP 2021). This is consistent with the position set out in the Applicant's Statement of Environmental Effects dated August 2021 accompanying the Application (see in particular at sections 4.5.1, 5.1 and 6).

This position is supported by the legal advice of Dr Brunton of Norton Rose Fulbright (Attachment C to the RTS) that the discretion to issue a consent of less than ten (10) years under Clause 3.19(3) of the Industry and Employment SEPP 2021 has not been enlivened.

The Applicant's position in relation to the duration of the consent sought under the Application is as follows:

- (1) The Glebe Silos Advertising Signage Development Control Plan (December 2004) commenced after 16 March 2001, being the date which is to be read into Clause 3.19(3)(a) as the date of "the commencement of this Part".
- (2) The relevant date for Clause 3.19(3)(a) is 16 March 2001 because Clause 3.19(3) is a transferred provision as provided for in clause 1.4 of the Industry and Employment SEPP 2021. Clause 3.19(3) must therefore be interpreted on the basis that the provision is to be construed as if it had not been transferred.
- (3) On that basis, the commencement of Chapter 3 of the Industry and Employment SEPP 2021 should be construed as the commencement of Part 3 of State Environmental Planning Policy 64 – Advertising and Signage (SEPP 64). The commencement date for Part 3 of SEPP 64 is 16 March 2001.
- (4) The Applicant understands that the Department is of the view that the Glebe Island and White Bay Master Plan (November 2000) (**Master Plan**) enlivens Clause 3.19(3)(a) of the Industry and Employment SEPP 2021.

- (5) The Applicant disagrees with this view as the Master Plan is not a policy within the meaning of Clause 3.19(3)(a), rather it is an instrument created as a requirement under Clause 40 of the former State Regional Environmental Plan No. 26 – City West. Not being a policy under Clause 3.19(3)(a) of the Industry and Employment SEPP, it does not enliven the discretion.

Consistent with the above, the Applicant withdraws any references to seeking an eight (8) year consent in the RTS.

Alternate position in relation to the duration of the consent

If, however, the Minister forms a view contrary to the above that the discretion under Clause 3.19(3)(a) of the Industry and Employment SEPP has been enlivened and that the merits of the Application support a consent of a duration of three (3) years over ten (10) years, then, in the alternative, the Applicant seeks a three (3) year consent.

Public Benefit Offer – Inner West Council

Section 2.2.4 of the RTS states that the Public Benefit Offer to the Inner West Council (Council) will be used to fund local heritage conservation works. Council has requested and the Applicant has agreed that the purpose of the proposed Public Benefit Offer be amended to provide that the contribution is to be used by Council to fund improvements in local community services such as:

- (1) Improved traffic safety (road, rail, bicycle and pedestrian);
- (2) Improved public transport services;
- (3) Improved public amenity within, or adjacent to, the transport corridor;
- (4) Support school safety infrastructure and programs; and
- (5) Other appropriate community benefits such as free advertising time to promote a service, tourism in the locality, community information, or emergency messaging.

The Applicant also seeks consequential amendments to the SEE to reflect this amendment.

Amendments to the RTS

The RTS is consequently amended as follows:

RTS REFERENCE	TEXT IN RTS	AMENDMENT
Section 2.2.3 (page 17)	*now amended to eight (8) years	This text is deleted
Section 2.2.6 (page 23)	The Proponent has reduced the consent terms to eight (8) years to coincide with the delivery of the Bays Metro Station.	This text is deleted
Section 2.2.10 (page 26)	The Proponent has reduced the consent term duration of the Application from ten (10) years to eight (8) years to correspond to 2030 completion date for the Bays Metro Station and the adjacent high density residential development that may result.	This text is deleted

Section 2.2.4 (page 17)	The contribution is to be used by Inner West Council to fund local conservation works and will assist the Council in its funding of important local heritage projects, whether they be policy-related, interpretive works or capital works. The total value of the offer based on an eight (8) year consent term is \$1,016,000 (excluding GST and CPI). The Offer is a significant public benefit that will assist Inner West Council to achieve its desired heritage outcomes across the LGA and conserve the heritage fabric of the locality.	This text is deleted and amended as follows: The contribution is to be used by Inner West Council to fund improvements to local community services.
Section 3 (page 26)	The consent duration being sought is reduced from ten (10) to eight (8) years to coincide with the 2030 completion date of the Bays Metro Station.	This text is deleted

Please do not hesitate to contact the undersigned on [REDACTED] should you wish to discuss any aspect of this letter.

Yours faithfully,



Belinda Barnett

Managing Director, Urban Concepts