
Adrian Galasso SC

Seven Wentworth Selborne

7th Floor, 174-180 Phillip Street

SYDNEY NSW 2000

DX 700 Sydney

Tel: (+612) 8224 3011

aeg@7thfloor.com.au

6 September 2016

Mr Stan Kondilios
Messrs Hall & Wilcox
Lawyers
DX 753 SYDNEY

Dear Stan,

RE: KATERINIS -and- CANTERBURY BANKSTOWN COUNCIL

I refer to this matter and enclose herewith for your consideration my Addendum to Memorandum of Opinion.

Yours faithfully,
ADRIAN GALASSO.



J & P KATERINIS
47-51 CHAPEL STREET, ROSELANDS

ADDENDUM TO MEMORANDUM OF OPINION

1. By my Memorandum of Opinion dated 30 August 2016 I expressed the opinion, for reasons set out therein, that in so far as the circumstances relating to the redevelopment of certain lands known as 47-51 Chapel Street, Roselands was concerned, clause 10 of *State Environmental Planning Policy (Affordable Rental Housing) 2009*, in its operation within Division 1 of Part 2 of the SEPP, is a development standard, and hence amenable to discretionary powers with respect to the grant of consent.
2. For the purposes of the Opinion I had assumed, at [9], that the site is not within the prescribed walking distance of a service defined in paragraph (c) of the definition of “accessible area” in clause 4(1) of the SEPP.
3. I have been instructed that that assumption is incorrect, and that in fact the site is within such a distance but that the regularity of the service to the bus stop does not comply with the rate specified in paragraph (c) of the definition of accessible area.
4. The alteration of the factual assumption underlying my analysis does not cause me to alter the analysis, nor the conclusion expressed, in my Memorandum of Opinion.
5. This is primarily because, in so far as distance is concerned, my original assumption is still, strictly speaking, correct; that is, although there is a bus stop within the prescribed distance of the site because of the absence of the regularity of the service to that physical bus stop it is not a bus stop which answers the description within paragraph (c) of the definition of accessible area.

Upon that basis, for the reasons expressed in my Opinion, clause 10 is a development standard.

6. Alternatively, to the extent that I refer at [11] to element (m) of the definition of development standards (the provision of services), for the reasons set out in my Opinion clause 10 is, equally, a development standard.
7. Accordingly, for the reasons set out in my Memorandum of Opinion dated 30 August 2016 there is little, if any, scope for any argument that clause 10 operates as a prohibition and hence in my opinion the proper construction is that it is a development standard.

6 September 2016



ADRIAN GALASSO SC

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