



December 2021

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THE ALLIANCE FOR PUBLIC PARKLANDS

SUBMISSION TO SELECT COMMITTEE ON THE

GREATER SYDNEY PARKLANDS TRUST BILL 2021

INTRODUCTION

The Alliance for Public Parklands (the Alliance) welcomes the Upper House Inquiry into the Second Print – Greater Sydney Parklands Trust Bill 2021 (the Bill) and the opportunity to make a submission to the Inquiry on the Bill. We trust that the Select Committee will thoroughly question the authors of this Bill and carefully examine the **intended consequences** of the legislation.

- The Alliance is a large group of community advocates and activists representing the interests of all of the five foundation GSP parklands.
 - Blacktown & District Environment Group Inc (BDEG)
 - Centennial Park Residents' Association (CPRA)
 - Friends of Callan Park Inc (FOCP)
 - Friends of Fernhill and Mulgoa Valley Inc (FFMV)
 - North Parramatta Residents' Action Group Inc (NPRAG)
- Group members have signed a Memorandum of Understanding to work co-operatively and pro-actively to protect the parklands and advocate as a group.
- The group has campaigned against the Bill as a whole rather than 'tinkering at the edges' with amendments, as we believe the Bill is fundamentally flawed.
- The **Alliance for Public Parklands'** principal objections to the legislation can be summarised as follows:
 - It does not proportionately reflect or support the Minister's original '50 Year Vision' or the aims and objects contained in the White Paper, providing negligible protections for five iconic parklands across Sydney and setting an alarming precedent for future public parklands across the State.
 - The Bill is a framework for asset recycling and lacks ANY FUNDING COMMITMENT FROM THE NSW GOVERNMENT. No Business Case or financial modelling have been provided.
 - No mechanism for dealing with new parklands, nor any articulation of the acquisition strategy is contained in the Exposure Draft.

ALLIANCE FOR PUBLIC PARKLANDS: Blacktown & District Environment Group Inc (BDEG); Centennial Park Residents' Association (CPRA); Friends of Callan Park Inc (FOCP); Friends of Fernhill and Mulgoa Valley Inc (FFMV); North Parramatta Residents' Action Group Inc (NPRAG)

- Our public parks should be open for public access to both heritage buildings and precious green open space. They should NOT be for sale or privatisation including hotels, business hubs, cemeteries or crematoria and/or transport infrastructure such as highways and car parks.

WHY THE ALLIANCE FOR PUBLIC PARKLANDS MATTERS:

The Alliance for Public Parklands has been extensively consulted by many members of the upper and lower houses (including some members of the Select Committee) and by local government representatives over the course of the consultation process.

It is well understood that the Alliance represents the active voice of the community - being a strong and passionate coalition of representatives from communities concerned with five major parklands currently under full or partial management of the (existing) Greater Sydney Parklands agency. That is:

Centennial Parklands & Moore Park
 Parramatta Park
 Callan Park
 Fernhill Estate & Mulgoa Valley
 Western Sydney Parklands

Alliance members are vocal advocates and champions of these foundation parklands, with intimate knowledge of each of the parks' unique social, heritage, environmental and cultural values. Individually and collectively, the community groups that are members of the Alliance have fought attempts by successive governments to privatise, commercialise and sell off these vital public spaces over decades. Individually and collectively we have argued that parks are a need, not a want, and that their conservation, improvement, management and maintenance should be funded by Treasury, similar to other essential infrastructure such as Health, Education and Sport. They are parks with a social and environmental heritage above that of other parks across Sydney.

Alliance members have attended and participated in all consultation processes ahead of the tabling of the legislation, as advocates and protectors of our parklands. We alerted Councils and the wider community to the White Paper and subsequent legislation, encouraging the widest possible debate over the future of these invaluable public lands.

We have contributed many hours to the debate on a voluntary basis, having no vested interest or ulterior motivations other than a commitment to preservation of these irreplaceable parklands and the imperative that they must continue to belong to the people and not be subject to privatisation by stealth.

The Alliance opposes the Bill and recommends against the creation of the GSPT Trust

The Alliance continues to oppose and argue against this legislation, believing it is not in the public interest and that, if passed, it will have deleterious consequences for the existing parklands estate. It is the Alliance's strong position that this Bill - despite containing some amendments - is fundamentally flawed.

It is our recommendation that the legislation should be abandoned entirely. The Greater Sydney Parklands has operated as an administratively created agency over the past two years and can continue to do so without the need for this legislation. Our specific objections follow.

1 THE BILL DOES NOT SPECIFY ANY EXPLICIT MECHANISMS TO FULFILL THE PRINCIPAL OBJECT OF THE GSPT TO CONSERVE, RESTORE AND ENHANCE THE NATURAL ENVIRONMENT OF THE PARKLANDS ESTATE

There are few mentions of ecology, habitat, wildlife, biodiversity or landscape within the document, let alone any vision for the desired future environmental and natural characteristics of parklands. There is no climate context within the document, notwithstanding the Minister's acknowledgement of the likely impacts on Western Sydney (in particular) in his 50 Year Vision paper¹. The imperative to maintain green open space, tree canopies and habitat is not featured in the Bill. These aspects have been relegated to Plans of Management and therefore the Bill reflects no enduring GSPT concept or vision for each parkland.

The CEO of the GSP agency (and proposed Trust) is also CEO of the Western Sydney Parklands Trust. Alliance members have direct experience of the 'business' model of management for those parklands which includes commercialisation, building of carparks over green space and loss of habitat for protected and endangered species. The management of these parklands - purchased and proclaimed 'never to be developed' by former Labor Premier, Bob Carr - sets an alarming precedent for the other foundation parklands across Sydney. We are not convinced by the legislation that environmental and biodiversity protections will be vigorously pursued and enacted by the GSPT Board.

2 THE BILL PROVIDES FOR COMMERCIALISATION OF THE PARKLANDS IN THE ABSENCE OF ANY FINANCIAL COMMITMENT FROM GOVERNMENT THAT IT WILL FUND THE GSP TRUST IN ORDER FOR IT TO FULFILL ITS OBJECTS

At a face to face meeting with Minister Stokes on April 28, 2021, we shared the Alliance's Guiding Principles document (appended). One of those principles is:

Government has funding obligations. Like funding for essential public services and facilities such as health, education and sport, major parklands are also essential to public health and should be funded accordingly. Also, self-funding models may encourage inappropriate land uses, diminishing green and open spaces. Board focus on self-generated funding will detract from its main purpose of providing parks for the people.

Although Minister Stokes did not disagree with this principle at the time, we note that in the legislation, there is no commitment to or requirement for any government funding for the Trust. Instead, we see that in the draft legislation there are clauses that allow for commercialisation, rather than the protection that was promised.

The Bill permits the GSPT to enter into (up to) 25-year commercial leases (without ministerial consent), which is effective privatisation of the parklands.

Extract Page 8, Clause 20 – Leases, Licenses and Easements

- (1) *The Trust may grant a lease, licence or easement that is consistent with the objects of this Act over land within the GSPT estate.*
- (2) *However, a lease, licence or easement for more than 25 years may be granted only with the Minister's consent.*

It is evident that commentary regarding the need for leases that allow tenancies for coffee carts and cafes has been misleading. 25-year leases are clearly designed to allow for major commercial interests, such as hotels, function centres, retail and business operations.

¹ 50 Year Vision Greater Sydney Open Space and Parklands – page 34

The Alliance regards this proposal to vest extraordinary powers in the GSPT Trust – to grant leases up to 25 years without ministerial or parliamentary oversight or scrutiny - as an effective alienation of public spaces for private profit. Moreover, it is also an extraordinary over-reach by the current Planning Minister to create draft legislation that will give the Minister of the day the power to grant leases greater than 25 years to a commercial entity – long beyond the tenure of any Government. The Bill would concentrate too much power in the hands of any Minister, leaving our parks vulnerable to politics, lobby groups and associated developers.

Such powers would reduce public access for generations to come. We hope that **the proposal to grant these extraordinary powers - to effectively privatise our parklands – will be carefully examined by the Select Committee.**

3 THE BILL GIVES THE GSPT BOARD THE POWER TO COMPULSORILY ACQUIRE PUBLIC AND PRIVATE LAND

Extract Page 7, Division 2 – Functions About Land

Clause 17. Acquisition of Land

1. *The Trust may, for the purposes of this Act, acquire and own -
 - (a) new parks, and
 - (b) supplementary land.*
2. *Land acquired and owned under subsection (1) forms part of the GSPT estate.*
3. *The Trust may acquire land—
 - (a) by agreement, or
 - (b) by compulsory process in accordance with the Land Acquisition (Just Terms 32 Compensation) Act 1991.*

We have two comments regarding this clause:

- This clause - to allow the Trust to acquire land (private, public and ‘supplementary’) - requires explication as to where the funds to acquire such lands are to be sourced. We note that the list of Objects in the Bill does not include any financial objects, although the Status of the Trust is proposed to be a Corporation (as well as an agency)².

Although the Alliance requested to see the financial modelling for the proposed Trust, this has not been provided. In the absence of such modelling, or any Object that (for example) provides for the Trust to pursue Treasury funds to finance its’ operations, we must assume that much of the funding required for the land acquisitions listed above must be raised from revenue-generating activities in the existing foundation parklands.

Commercialisation, coupled with relegation of GSPT responsibilities, will lead eventually to User Pays Principle (‘pay per space’) for access by the public to open space purchased with taxpayer monies.

For the sake of transparency, if one of the Objects of the proposed Trust is that it is to be self-funding, this should have been included in the Objects. It is APP’s view that for some of the sites, self-funding is unachievable.

² GSPT Bill – Second Print – page 3 ‘Status of Trust’

We recommend that the Select Committee seeks clarity on the financial modelling for the GSP Trust.

- The Alliance believes the power to compulsorily acquire private land is an extraordinary power to be granted to a Trust. Compulsory acquisition is (and has been) a practice of government, not a function of a Trust or Corporation. **We hope that the Select Committee will investigate the legality and the legitimacy of vesting such power in the GSP Trust Board.**

4 THE BILL ALLOWS FOR A GOVERNMENT AGENCY TO DEVELOP THE GSPT ESTATE

Extract Part 3 – Clause 19 – Management of GSP estate and other land

2. *The Trust may enter into an agreement with a government sector agency for the agency to -*

(a) *manage, maintain, improve or develop the GSPT estate or part of the GSPT estate*

We object to the arbitrary nature of this clause, since the nature of any ‘development’ is undefined. We believe this clause could be used to justify inappropriate development that could reduce open space and/or remove tree canopy and garden landscapes in favour of built structures, which would be detrimental to the character, natural environment and biodiversity of the parklands. Indeed, we have the example of the light rail ‘slicing off’ the edge of Centennial Park and removing mature trees in the process. This destruction of parklands must not be allowed to happen again, yet far from protecting our parklands from such incursions - this legislation would allow for it.

5 THE BILL SPECIFIES NO TIME FRAME FOR A COMMUNITY CONSULTATION AND ENGAGEMENT FRAMEWORK

Although the Bill specifies that the GSP Trust ‘*must have an approved consultation and engagement framework for the parklands estate*’³ there is no deadline for the creation of such a framework in the Bill. In any case, there is NO internationally recognised best practice standard or format for community consultation. The Alliance objects to the fact that despite repeated assurances of ‘best practice community consultation processes’ being followed (and despite the Board having been in place since July 2020), the GSP agency has not prioritised the creation of a formal framework.

It is our experience that genuine community engagement has been lacking across the entire consultation process, there has been no transparency about the agency’s functions or objectives and therefore no accountability to the public. Since the GSP agency has been making decisions that affect all of the foundation parklands, Board Minutes should have been made public from the date of the agency’s inception. Despite repeated assurances from Minister Stokes and his staff, GSP agency minutes have never been produced.

The agency has had ample time to create the consultation framework and we believe that the Minister should have insisted that it be issued promptly. We have no faith that the agency (or the Trust) see the need for any urgency on this as it would invite and allow for greater scrutiny of their priorities and processes.

We also object to the fact that the Bill does not mandate a Community Trustee Board to represent the views of the community on Fernhill Estate, which falls under the portfolio of the Western Sydney Parklands Trust. **All** of the five foundation parklands deserve to have Community Trustee Boards that represent their unique and discrete priorities and values and help to manage the relevant parklands.

³ GSPT Bill - Second Print – page 12 – Community Consultation

6 MOST OF THE 'ASSOCIATED TRUSTS' MENTIONED IN THE BILL HAVE BEEN DISMANTLED

The mention of 'Associated Trusts' in the Bill is extremely misleading. Centennial Parklands & Moore Park Trust has been dismantled, as has the Parramatta Park Trust. Callan Park does not have its own Trust, nor does Fernhill Estate. The CEO of the Western Sydney Parklands Trust is also the CEO of the Greater Sydney Parklands Trust. The Greater Sydney Parklands Trust will have control over all five parklands, further removing local input and intelligence from decision making. This is another example of the lack of transparency that has been evident throughout the whole 'consultation' process, and the obfuscation about 'Trusts' in the Bill is at best disappointing, and at worst designed and intended to mislead readers of the Bill.

It has been and remains the Alliance's view that a separate board and separate management are required for each park and that each park should have its' own dedicated Trust. A 'one size fits all', top-down approach to managing these five great parklands will not work as it does not take into account the unique, disparate and local character of each park.

CONCLUSION:

This Bill does not fulfil the admirable aims of the '50 Year Vision for Greater Sydney Open Space and Parklands'

As a general comment, if the Minister's intention is to protect our public parklands as he repeatedly assured members of the Alliance, he would not have attempted to **remove existing protections contained in current Acts**, such as the Callan Park (Special Provisions) Act 2002. He would not be attempting to allow commercial interests to vie for long leases (as in the case of Carsingha Investments unsolicited \$1.2 billion dollar bid for Moore Parks' Entertainment Quarter⁴) and he would not be proposing to allow government agencies to 'develop' our parklands.

Despite the inclusion of the provision that GSPT parklands are not allowed to be sold, these proposals allow for alienation by stealth, and do not indicate any government commitment to or responsibility for funding our great public parklands, which are essential to the wellbeing and health of our citizens.

It is evident too that local government has been completely sidelined in the process of consultation over this Bill. It should be remembered that five local councils opposed the draft legislation because it would empower the NSW Government to over-ride and bypass them in decision-making processes.

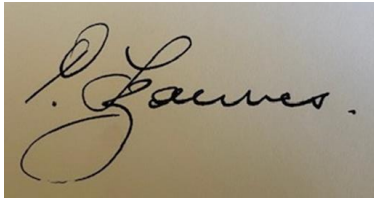
This disregard for genuine and good-faith community consultation is extremely disappointing for Alliance members, as we approached the consultation process in an open and collaborative manner.

It is the Alliance's view that the rhetoric does not match the 'Vision' and the Bill should be rejected.



Wayne Olling for Blacktown & District Environment Group Inc

⁴ <https://www.smh.com.au/national/nsw/moore-park-s-entertainment-quarter-slated-for-1-billion-plus-overhaul-20191129-p53fcw.html>

A handwritten signature in black ink on a light-colored background. The signature is cursive and reads "P. Tzannes".

Peter Tzannes for Centennial Park Residents' Association

A handwritten signature in black ink on a light-colored background. The signature is cursive and reads "Hall Greenland".

Hall Greenland for Friends of Callan Park Inc

A handwritten signature in black ink on a light-colored background. The signature is cursive and reads "Michael Barkley".

Michael Barkley for Friends of Fernhill & Mulgoa Valley Inc

A handwritten signature in black ink on a light-colored background. The signature is cursive and reads "Suzette Meade".

Suzette Meade for North Parramatta Residents Action Group Inc



ALLIANCE FOR PUBLIC PARKLANDS (APP)

MEMORANDUM OF UNDERSTANDING

29 SEPTEMBER 2021

Alliance members:

- Blacktown & District Environment Group Inc (BDEG)
- Centennial Park Residents' Association (CPRA)
- Friends of Callan Park Inc (FOCP)
- Friends of Fernhill and Mulgoa Valley Inc (FFMV)
- North Parramatta Residents' Action Group Inc (NPRAG)

Contact:

Email alliance4parks@gmail.com

Web alliance4parks.org

PARTNERS:

Name **Blacktown & District Environment Group Inc (BDEG)**
Incorporation No 9874756
Incorporated 13 July 2000
Address PO Box 207, Doonside, NSW 2767
Telephone 0491 156 268
Email blacktowndeg@hotmail.com
Attention Wayne Olling

Name **Centennial Park Residents' Association (CPRA)**
Address c/- 43 Robertson Road, Centennial Park, NSW 2021
Telephone 0402 248 447
Email p.tzannes@optusnet.com.au
Attention Peter Tzannes, Co-Chair
Julie Osborne, Co-Chair

Name **Friends of Callan Park Inc (FOCP)**
Incorporation No. Y2925212
Incorporated 1999
Address PO Box 238, Rozelle, NSW 2039
Telephone 0408 643 786
Email focp.admin@gmail.com
Attention Hall Greenland, President
Cynthia Nadai, Secretary

Name **Friends of Fernhill and Mulgoa Valley Inc (FFMV)**
Incorporation No. 17 262 513 589
Incorporated 27 February 2020
Address 478 Mulgoa Road, Mulgoa, NSW 2745
Telephone 0411 487 512
Email president@ffmv.org.au
Attention Dr Michael Barkley, President
Lisa Harrold, Public Officer

Name **North Parramatta Residents' Action Group Inc (NPRAG)**
Incorporation No 1500383
Incorporated 13 March 2015
Address PO Box 748, Granville, NSW 2142
Telephone 0412 990 880
Email infonprag@gmail.com
Attention Suzette Meade

1. **Restoring trust.** The approach taken by the government in the way that it created the GSP is harming public trust. A full and broad public consultation process on the future of our iconic parks should be undertaken to restore public trust.
2. **A separate board and separate management are required for each parkland within the GSP.** A “one size fits all” approach to managing these five great parklands is unworkable. Each park has its own unique site-specific challenges and management issues.
3. **Any prospective legislation should protect against inappropriate development and sell-off.** Privatisation by way of leases should be prohibited. Uses that exclude or alienate general public access should be discouraged.

The Alliance rejects vesting of Fernhill Estate in the Western Sydney Parklands Trust by the Minister for Planning and Public Spaces in December 2020 and subjecting Fernhill Estate to 2% commercialisation under the provisions of the Western Sydney Parklands Act, its Trust and management, or any ensuing Trust acquiring ownership/management of Fernhill Estate.

The Alliance rejects the vesting of 62% of Callan Park into the Centennial Park and Moore Park Trust by the Minister for Planning and Public Spaces in December 2020. The Callan Park (Special Provisions) Act 2002 should be respected and not changed. The Callan Park and Broughton Hall Trust should be created to manage 100% of the site.

4. **Government has funding obligations** such as funding for public services and facilities such as health, education and sport. Parklands are also essential to public health and should be funded accordingly by government. Self-funding models may encourage inappropriate land uses, diminish green and open spaces and negate heritage values. Board focus on self-generated funding will detract from its main purpose of providing parks for the people.
5. **Trusts must be accountable to the community and Trustees should have relevant skills.** Boards should have a range of skills including parkland management, cultural landscapes, biodiversity, ecology and heritage. First Nations must be represented. Each parkland should draw upon the expertise of other relevant agencies (Heritage NSW, National Trust, NPWS, Sydney Harbour Federation Trust, etc.). The Boards should be balanced, fearless and free of conflicts of interest.
6. **Genuine community representation and diversity must be built in.** There needs to be genuine community participation through representation on Boards and Advisory Committees. Publications, especially Minutes of Board Meetings, must be provided in a timely fashion. Board Meetings should be open to the public.
7. **There must be an explicit commitment to heritage and landscape protection in all of the parklands.** Any legislation must commit to the conservation, protection and interpretation of natural and cultural values. New hardscaping which could negatively impact values should be avoided.

- 8. Biodiversity, ecological and wildlife habitats must be protected.** As a nation we are failing to protect biodiversity. This is a key concern of the Australian public, particularly in the wake of devastating bushfires in 2019/20. In Greater Sydney, our fauna and flora are rapidly diminishing, especially on the Cumberland Plain. Conservation of these precious resources is imperative, and the parklands provide crucial zones and corridors for natural habitat.

2. COMMENCEMENT AND OPERATION

2.1 Commencement

This agreement commences when all partners have signed this Memorandum of Understanding.

2.2 Additional partners

Additional partners to this agreement may be added at the discretion of the Group, by majority agreement of the partners. Majority decisions must be Minuted and distributed to Authorised Officers of each partner to this MOU.

3. STRUCTURE OF THE ALLIANCE

- a) The Alliance will be structured as a group of equal partners, with equal voting and decision-making status within the Group.
- b) Only the Authorised Officer of each partner or their Authorised Delegate can vote, ie there will be one vote per partner.

In addition, the Group Convenor will be entitled to one vote.

- c) Regular meetings of the group must be attended by a representative of each partner (list of Authorised Officers has been provided by each partner) OR by majority attendance, with a written 'apology/approval to proceed' of any absent members.
- d) Minutes of each meeting will be taken and distributed to all partners, including absent members.
- e) Within this structure, it is recommended that a Group Convenor be nominated, with responsibility for calling meetings and distributing Minutes to group members.
- f) We nominate Katey Grusovin as inaugural Group Convenor. Responsibility for preparing Minutes is to be shared amongst the partners to this MOU.
- g) Meetings will occur as required, at least bi-monthly.
- h) A partner to the Alliance has the right to express their viewpoint under the name of their own organization, independent of the Alliance. This right applies to any instance where the Alliance viewpoint contradicts the partner's constitution, charter, object or advocacy perspectives.

4. CONFIDENTIALITY

4.1 Disclosure of Confidential Information

No confidential information may be disclosed by any of the partners to any person except:

- a) Representatives of the recipient of the confidential information or its Related Entities requiring the information for the purposes of this agreement (that is, with Executive members of each individual partner) or
- b) With the consent of the partner who supplied the information which consent may be given or withheld in its absolute discretion; or
- c) If any partner is required to do so by law.

4.2 Use of Confidential Information

A partner who has received confidential information from another under this agreement must not use it except for the purpose of exercising its rights or performing its obligations under this agreement.

5. TERMINATION

Clause 4 (“Confidentiality”) will survive termination (for whatever reason) of this agreement.

5.1 Right to terminate

Any partner has the right to terminate their participation in this agreement by notice in writing to the other partners, setting out reasons for the Termination.

6. MEDIA RELEASES & ANNOUNCEMENTS

A partner may not make media or other announcements or releases in the name of the Alliance and relating to this agreement and the dealings that are the subject of this agreement without the majority approval of the other partners.

7. DEFINITIONS

These meanings apply unless the contrary intention appears:

Partner means an organization that is a signatory to this MOU.

Authorised Officer means a person appointed by a Partner to act as an Authorised Officer for the purposes of this agreement.

Confidential Information means all confidential, non-public or proprietary information regardless of how the information is stored or delivered, exchanged between the partners before, on or after the date of this agreement relating to the business, technology or other affairs of the any partner.

Alliance means the partners listed within this document. Any subsequent partners to the Agreement will be listed in a revised version of this Agreement.

8. AUTHORISED OFFICERS

Blacktown & District Environment Group Inc:

Wayne Olling – delegate Mark Fuller

Centennial Park Residents' Association:

Peter Tzannes – delegate Julie Osborne

Friends of Callan Park Inc:

Hall Greenland – delegates Cynthia Nadai; Sue Steedman; Carole Allen; Roslyn Burge

Friends of Fernhill and Mulgoa Valley Inc:

Michael Barkley – delegates Lisa Harrold; Pat Barkley

North Parramatta Residents' Action Group Inc:

Suzette Meade

Group Convenor:

Katey Grusovin

15 Virginia St
Kensington NSW 2033
M: 0414 520 383

SIGNING PAGE

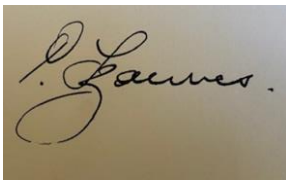
SIGNATORIES: (1 SIGNATORY FOR EACH PARTNER)

WAYNE OLLING FOR BLACKTOWN & DISTRICT ENVIRONMENT GROUP INC

Signature: 

Date: 29 September 2021

PETER TZANNES FOR CENTENNIAL PARK RESIDENTS' ASSOCIATION

Signature: 


Date: 29 September 2021

HALL GREENLAND FOR FRIENDS OF CALLAN PARK INC

Signature: 

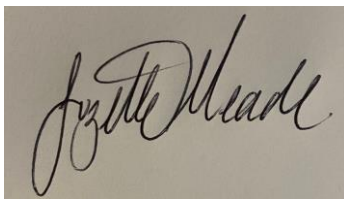
Date: 29 September 2021

MICHAEL BARKLEY FOR FRIENDS OF FERNHILL & MULGOA VALLEY INC

Signature: 

Date: 29 September 2021

SUZETTE MEADE FOR NORTH PARRAMATTA RESIDENTS' ACTION GROUP INC

Signature: 

Date: 29 September 2021