

Explanatory Note
Exhibition of draft Voluntary Planning Agreement
112 Wharf Road, Melrose Park
30 Waratah Street, Melrose Park
1 Mary Street, Melrose Park
82 Hughes Avenue, Melrose Park

Environmental Planning & Assessment Regulation 2021 (clause 205)

Draft Planning Agreement

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a draft Planning Agreement (**Planning Agreement**) under Section 7.4 of the *Environmental Planning and Assessment Act 1979 (Act)*.

The Planning Agreement will require the carrying out of works, dedication of land and monetary contributions towards the delivery of public infrastructure and amenities, in connection with a Planning Proposal and proposed development of land known as 112 Wharf Road, 30 Waratah Street, 1 Mary Street and 82 Hughes Avenue, Melrose Park.

This Explanatory Note has been prepared in accordance with clause 205 of the *Environmental Planning and Assessment Regulation 2021 (Regulation)*.

This Explanatory Note is not to be used to assist in construing the Planning Agreement.

Parties

Wharf and Hughes Developments Pty Ltd (**Developer**) made an offer to City of Parramatta Council (**Council**) to enter into a voluntary Planning Agreement, in connection with a Planning Proposal relating to the subject land.

In addition to the Developer and Council, the parties to the Planning Agreement include registered proprietors of the land, being:

- 112 Wharf Road Pty Limited
- 357 Hughes Avenue Pty Limited

Description of subject land

The land to which the Planning Agreement applies (**the Land**) is set out in the table below extracted from Schedule 4 of the Planning Agreement:

Address	Lot and DP Reference	Registered Proprietor
EAST SITE		
112 Wharf Road, Melrose Park	Lots 1-3 DP 127049	112 Wharf Road Pty Limited
112 Wharf Road, Melrose Park	Lot 7 DP 511531	112 Wharf Road Pty Limited
30 Waratah Street, Melrose Park	Lot 100 DP 519737	112 Wharf Road Pty Limited
1 Mary Street, Melrose Park	Lot 1 DP 519737	112 Wharf Road Pty Limited

1 Mary Street, Melrose Park	Lot 6 DP 511531	112 Wharf Road Pty Limited
WEST SITE		
82 Hughes Avenue, Melrose Park	Lot 3 DP 602080	357 Hughes Avenue Pty Ltd

Description of the Change to the Environmental Planning Instrument to which the Planning Agreement applies

The Planning Agreement is offered in connection with Planning Proposal PP-2020-4038 seeking amendments to the *Parramatta Local Environmental Plan 2011 (LEP)* to rezone the Land and amend the development provisions that apply to Land to permit a mix of high density residential and commercial land uses as well as new community and open space areas.

The proposed amendments to the Planning Proposal are set out in Schedule 5 of the Planning Agreement and include:

- (a) rezoning the land from IN1 General Industrial to part R4 High Density Residential and part RE1 Public Recreation;
- (b) increases to building height ranging from 12m to up to 77m;
- (c) increases in floor space ratio from 1:1 to part 2.47:1 and part 2.73:1;
- (d) introducing a minimum 1,000 sqm non-residential floor space requirement;
- (e) introducing 'food and drink premises' as an additional permitted use in the R4 High Density Residential Zone; and
- (f) introducing design excellence provisions for buildings of 55m and above in height without the provision of bonuses.

The Planning Agreement will also apply to the future proposed development of the land for mixed use and high density residential purposes in accordance with the LEP once the proposed amendments have been made (**Development**). It is estimated that the Development will consist of up to 1,925 residential lots.

Summary of Objectives, Nature and Effect of the Planning Agreement

Contributions

The Planning Agreement requires the following contributions:

- (a) Construction, embellishment and dedication of open space and recreation land in connection with Stages 1 and 2 on the East Site consisting of at least 11,119 sqm of open space (10,208 sqm excluding land required for the Parramatta Light Rail Corridor).
- (b) Construction, embellishment and dedication of open space and recreation land in connection with Stage 4 on the West Site consisting of at least 14,914 sqm of open space.
- (c) Construction and embellishment of a public pedestrian thoroughfare at least 12m wide in connection with Stage 3 on the West Site and the grant of a public access easement over that site.
- (d) Dedication of 24 residential units (34 bedrooms) across the Development to be used for affordable housing, including key worker housing, with 12 units to be delivered before the completion of Stage 1 on the East Site and 12 units to be delivered before completion of Stage 3 on the West Site.

- (e) Construction and dedication of roads, cycleways and footpaths as the Development progresses.
- (f) An Additional Monetary Contribution calculated at 1% of the proposed cost of the Development, indexed in accordance with increases in the CPI.
- (g) Monetary Contributions in the amount of \$19,349 per dwelling, for any dwelling in the Development in excess of 1,925 dwellings.

The Planning Agreement contains:

- (a) A Contributions Table (Schedule) 1 setting out the contributions that are required to be delivered by the Developer and the proposing timing for delivery.
- (b) A Staging Plan at Schedule 6, which shows the indicative stages of the proposed development.
- (c) Concept Designs and specifications for the parks and roads at Annexure B.

The Developer will be required to maintain the public parks for a period of 2 years from completion for hard landscaping and 5 years from completion for soft landscaping. The Developer will be required to rectify defects on the public roads dedicated under the Planning Agreement for a period of 2 years from dedication, however ongoing maintenance will be required if the Developer uses those roads for access to construction sites by construction vehicles.

Other Requirements

Schedule 3 of the Planning Agreement sets out how the Planning Agreement meets the requirements of section 7.4 of the Act. In particular, the Planning Agreement includes:

- (a) provisions confirming that sections 7.11 and 7.12 are excluded, but only to the extent that the Residential Gross Floor Area of the Development does not exceed 70,805 square metres on the East Site or 92,353 square metres on the West Site (clause 8),
- (b) confirmation that if the Residential Gross Floor Area of the Development exceeds the above limits, sections 7.11 and 7.12 will apply to the extent of any exceedance and the Additional Monetary Contribution (1% of the cost of the Development) will not apply to the extent of any exceedance (clause 8),
- (c) provisions confirming that section 7.24 of the Act is not excluded from applying to the Development (clause 8), so the Developer will be required to pay additional Special Infrastructure Contributions if applicable;
- (d) a mechanism for dispute resolution (clause 11);
- (e) provisions about enforcement of the Planning Agreement including a requirement for the Developer to provide financial securities, a clause authorising Council to compulsorily acquire the land if it is not dedicated as required, and restrictions on the issue of Construction Certificates and Occupation Certificates for the Development if the obligations under the Planning Agreement are not met (clause 12);
- (f) a requirement for the Planning Agreement to be registered against the title to the Land (clause 9); and
- (g) provisions confirming that the Council is not obliged to grant consent or exercise any of its functions in relation to a change to an environmental planning instrument (clause 15).

Assessment of the Merits of the Planning Agreement

The Public Purposes served by the Planning Agreement

The proposed contributions under the Planning Agreement will serve the public purposes of providing public amenities and services to meet the needs of the proposed future population of Melrose Park. The Planning Agreement will deliver open space, public roads and affordable housing and will contribute to the provision of community facilities in the locality.

The Planning Purposes served by the Planning Agreement

The delivery of the contributions will facilitate the redevelopment of the Land envisaged by relevant planning strategies, including Council's *Employment Lands Strategy (2016)*, *Local Housing Strategy (2020)* and *Local Strategic Planning Statement (2020)*. These are consistent with the State Government's *A Metropolis of Three Cities – the Greater Sydney Region Plan and Central River City District Plan*.

The contributions to be delivered under the Planning Agreement will contribute to providing appropriate facilities and infrastructure for the Development and the surrounding area, producing a good planning outcome for the Development of the Land. The new public roads will address accessibility and connectivity requirements within the local area and surrounds. The open space areas will provide for the needs of future residents and visitors to Melrose Park.

The delivery of the contributions will facilitate the orderly and economic use and development of the land. The provision of affordable housing as part of the redevelopment and contributions towards community facilities will promote the social and economic welfare of the community and a better environment.

The contributions proposed under the Planning Agreement are consistent with the strategic planning for the Land and its surrounds and will contribute to meeting the needs of the future community for public services and amenities. As it would be difficult to obtain these benefits through other statutory means, the Planning Agreement is the most suitable instrument by which the contributions can be delivered.

Impacts of the Planning Agreement on the Public

The Planning Agreement will contribute to the provision of public roads, public open space, community facilities, and affordable housing needs for the proposed redevelopment of the land. The contributions will address connectivity and amenity needs of the future residents.

The contributions under the Planning Agreement towards improving accessibility, connectivity and amenity will be in the public interest because they will result in the provision of public infrastructure and will improve amenity for those who will live and work in the locality. The provision of the new open space will contribute to the social and physical wellbeing of the future community.

Future residents (and existing residents) will have access to a range of open space areas. Road networks and transport solutions will ensure that residents are able to connect with other parts of the local government area and commute to work and other locations, as well as providing thoroughfares through the area. The inclusion of affordable housing in the development will contribute to the social and economic welfare of the community.

In general, the Planning Agreement will facilitate the Planning Proposal and redevelopment of the Land, achieving the strategic objectives for Melrose Park. The redevelopment of the Land and associated public infrastructure under the Planning Agreement will contribute to the vision of Melrose Park as a diverse and dynamic mixed-use neighbourhood.

The proposed contributions under the Planning Agreement will therefore have a positive impact on the public.