

## **Explanatory Note**

### **Exhibition of draft voluntary Planning Agreement**

#### **Lot 3. DP. DP 271278, known as 14-16 Hill Road, Sydney Olympic Park**

(commonly referred to as the **Sekisui site**)

*Environmental Planning & Assessment Regulation 2000 (clause 25E)*

#### **Planning Agreement**

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

The Planning Agreement will require the provision of at least \$20 million of contributions in connection with a proposed change to provisions of the Auburn Local Environmental Plan 2010 for proposed development of land at Lot 3. DP. DP 271278, known as 14-16 Hill Road, Sydney Olympic Park. The contribution includes:

- Land for a future public transit corridor at no cost,
- Land for a foreshore park at nil cost with \$12.4million worth of embellishment works
- Remediation of potential contamination within the site
- Ongoing maintenance and monitoring of potential contamination for a period of 5-years
- Traffic upgrade works for the Burroway Road/Hill Road intersection,
- Two (2) parks shown as 'neighbourhood green' and 'southwestern pocket park' which will be publicly accessible and
- Secure Section 7.11 development contributions in accordance with the Auburn Development Contributions Plan 2007 (Amendment 1), a copy of which is at Annexure F, for any future Development Application or Modification Application for a Gross Floor Area of 188,000 square metres or less, instead of applying higher development contributions rates proposed as part of the Outside CBD Development Contributions Plan.

This Explanatory Note has been prepared jointly between the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000 (the Regulations)*.

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

#### **Parties**

Sekisui House Australia Pty Ltd (**the Developer**) on behalf of SH Homebush Peninsula Pty Ltd (**the Landowner**) made an offer to City of Parramatta Council (**the Council**) to enter into a Voluntary Planning Agreement, in connection with a Planning Proposal relating to the subject land.

#### **Description of subject land**

The land to which the Planning Agreement applies is described as Lot 3. DP. 859608, known as 14-16 Hill Road, Sydney Olympic Park (**the Land**).

## **Description of the Planning Proposal to which the Planning Agreement applies**

The LEP Amendment which is known as **(the Instrument Change)** proposes the following amendments:

- (a) expand the proposed public open space and land subject to acquisition for public open space on the Land by increasing the RE1 Public Recreation zone and reducing the R4 High Density Residential zone;
- (b) rezone the north-eastern corner of the land from R4 High Density Residential to B4 Mixed Use for small-scale retail on the ground floor;
- (c) increase the maximum Height of Buildings to provide a range of heights from a 19m and 88m control to a range of heights controls between 44m and 134m (up to 40 storeys);
- (d) change the maximum Floor Space Ratio applying to the land so the current maximum gross floor area of 188,800m<sup>2</sup> is not exceeded. The current floor space ratio controls of 1.25:1 and 2.6:1 across the site will change to floor space ratios controls proposed for specific apartment development lots with a range between 1.9:1 to 7:26:1. These controls exclude land for future parks and streets.
- (e) amend the Land Acquisition Map to increase the public open space and exclude the foreshore wharf from public purchasing to allow for its renewal and operation as a café under the existing community title;
- (f) include an additional permitted use under Schedule 1 of the LEP to permit 'food and drink premises' as a permissible use in the RE1 zone where the existing café is located on the Land; and
- (g) introduce site specific provisions to restrict the application of clause 4.6 of the LEP relating to floor space ratio.

## **Summary of Objectives, Nature and Effect of the Planning Agreement**

### **Works**

The Planning Agreement requires the following works to be delivered in kind (i.e. at no cost to Council):

- Construction of the foreshore park including works for landscaping and infrastructure and a 5-year maintenance period as shown in Annexure D and detailed in Annexure E as part of two stages
- Adequately remediate levels of contamination on the site
- Signalised traffic intersection (i.e. traffic lights) upgrade at the intersection of Hill Road and Burroway Road carried out to the satisfaction of Roads Maritime Service (Transport for NSW) and Council's Manager of Traffic Services
- Construction of a public road, in accordance with relevant Australian Standards and Council guidelines, along the Transit Corridor which may be used for a light rail link the future (but the Developer is not responsible for the transport delivery).

## **Land**

The Planning Agreement requires dedication of:

- A new foreshore park approximately 1.8 hectares in size situated across the proposed RE1 – Public Recreation zone
- A future Transit Corridor (which may be used for a light rail link the future) along the boundary of the proposed B4 – Mixed Use and R4 – High Density Residential zoning

## **Assessment of the Merits of the Planning Agreement**

### **How the Planning Agreement Promotes the Objects of the Act and the public interest**

The Draft Planning Agreement promotes the following objectives under Part 1.3 of the *Environmental Planning and Assessment Act 1979*:

- (b) to facilitate ecologically sustainable development by including relevant economic, environmental and social considerations in decision-making about environmental planning and assessment
- (e) to protect the environment, including the conservation of threatened and other species of native animals and plants, ecological communities and their habitats,
- (g) to promote good design and amenity of the built environment
- (i) to promote the sharing of the responsibility for environmental planning and assessment between the different levels of government in the State,
- (j) to provide increased opportunity for community participation in environmental planning and assessment.

The Draft Planning Agreement promotes the public interest by providing a cost-effective mechanism to acquire local open space of a greater size than existing (from 1.35ha to 1.8ha) and a future transport corridor (for light rail or equivalent).

### **The Planning Purposes served by the Planning Agreement**

The works will be carried out for the purposes of providing increased access to public recreation and upgrades to intersections and traffic in the local area.

The land will be dedicated for the purposes of a potential future transport corridor.

The land for the proposed foreshore park may be dedicated to Council ownership if Council is satisfied with the improvement works, remediation and ongoing maintenance costs for the park. If Council informs the Developer that dedication is not required, then a public easement over the land will apply and the developer will retain ownership and maintenance costs of the land within community title.

### **How the Planning Agreement promotes the objectives of the *Local Government Act 1993* and the elements of the Council's Charter (now section 8A)**

The Planning Agreement is consistent with the following purposes of the *Local Government Act 1993*:

- to give councils the ability to provide goods, services and facilities, and to carry out activities, appropriate to the current and future needs of local communities and the wider public;

- to give councils a role in the management, improvement and development of the resources of their areas;

By enabling Council to provide public infrastructure and facilities, the Planning Agreement is consistent with the following guiding principles of councils, set out in section 8A of the *Local Government Act 1993* (replacing the Council's Charter):

- Councils should provide strong and effective representation, leadership, planning and decision-making.
- Councils should carry out functions in a way that provides the best possible value for residents and ratepayers.
- Councils should plan strategically, using the integrated planning and reporting framework, for the provision of effective and efficient services and regulation to meet the diverse needs of the local community.
- Councils should manage lands and other assets so that current and future local community needs can be met in an affordable way.
- Councils should consider the long term and growing effects of actions on future generations.
- Councils should consider the principles of ecologically sustainable development.
- Councils should actively engage with their local communities, through the use of the integrated planning and reporting framework and other measures.

In addition, the agreement forms a part of the proposal to amend the planning controls under the Wentworth Point Development Control Plan (DCP) 2014 and is consistent with the strategic directions of the Greater Sydney Region Plan – A metropolis of three cities, the Central City District Plan, the Greater Parramatta and Olympic Peninsula (GPOP) and Council's Local Strategic Planning Statement (LSPS).

#### **Whether the Planning Agreement Conforms with the Council's Capital Works Program**

The proposal will provide for additional open space, intersection upgrades and a future transit corridor within the Sydney Olympic Park precinct. The Proposal provides for works to the foreshore park valued at \$12.4 million as shown in the Annexures of the Planning Agreement and includes a 5-year maintenance period. Each of the commitments made in the attached Planning Agreement will assist in addressing the infrastructure shortfalls and demands identified by Council in the area.

#### **Whether the Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued**

The Planning Agreement requires the following to be satisfied prior to the issue of each occupation certificate, which occurs to allow use of a new building:



Items	Timeframe
<b>Land proposed for a future public transit corridor at no cost</b>	Prior to issue of the Occupation Certificate for Stage 2, 4 or 7 of the Development (whichever is the earlier) (in accordance with staging plan attached at annexure C).
<b>Construction of transit corridor</b>	Prior to issue of the Occupation Certificate for Stage 2, 4 or 7 (whichever is the earlier) of the Development (in accordance with staging plan attached at annexure C).
<b>Land proposed for a future 1.8ha foreshore park</b>	Prior to issue of the Occupation Certificate for Stages 4, 5, 6 or 7 (whichever is the earlier) of the Development (in accordance with the staging plan attached at Annexure C) or 4 years from the date of execution of this agreement, whichever is earlier.
<b>Construction and improvement works for a new foreshore park at an estimated value of \$12.4million</b>	Prior to issue of the Occupation Certificate for Stages 4, 5, 6, or 7 (whichever is the earlier) of the Development (in accordance with the staging plan attached at Annexure C) or 4 years from the date of execution of this agreement, whichever is earlier.
<b>Remediation of any potential contamination within the proposed land</b>	Prior to dedication of the land (see above).
<b>Ongoing maintenance and monitoring of potential contamination for a period of 5-years</b>	For a period of 5-years from the date of this Agreement (subject to change).
<b>Traffic upgrade works for the Burroway Road/Hill Road intersection, and</b>	To the satisfaction of RMS and Council's Manager of Traffic Services.
<b>Easements for 24-hour public access for two (2) pocket parks shown as neighbourhood green and southwestern pocket park</b>	To be secured at the Development Application stage through conditions of consent.