

**Explanatory Note  
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)*

**Planning Agreement**

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

The Planning Agreement requires 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 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
<b>EAST SITE</b>		
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
<b>WEST SITE</b>		
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 in connection with Planning Proposal PP-2020-4038 that amended the *Parramatta Local Environmental Plan (LEP)* to rezone the Land to permit a mix of high density residential and commercial land uses as well as new community and open space areas.

The amendments to the LEP 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 applies to the future development of the land for mixed use and high density residential purposes (**Development**) in accordance with the LEP. 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 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 (Schedule 6) which shows the indicative stages of the development.
- (c) Concept Designs and specifications for the parks and roads at Annexure B.

The Developer is 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 is required to rectify defects on the public roads dedicated under the Planning Agreement for a period of 2 years from dedication, however ongoing maintenance is 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 is 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 contributions under the Planning Agreement serve the public purposes of providing public amenities and services to meet the needs of the future population of Melrose Park. The Planning Agreement delivers open space, public roads, and affordable housing and contributes to the provision of community facilities in the locality.

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

The delivery of the contributions facilitates 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 provides 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 address accessibility and connectivity requirements within the local area and surrounds. The open space areas provide for the needs of future residents and visitors to Melrose Park.

The delivery of the contributions facilitates 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 promote the social and economic welfare of the community and a better environment.

The contributions under the Planning Agreement are consistent with the strategic planning for the Land and its surrounds and 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 contributes to the provision of public roads, public open space, community facilities, and affordable housing needs for the redevelopment of the land. The contributions address the connectivity and amenity needs of the future residents.

The contributions under the Planning Agreement towards improving accessibility, connectivity, and amenity is in the public interest because they result in the provision of public infrastructure and improve amenity for those who live and work in the locality. The provision of the new open space contributes 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 ensure that residents can 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 contributes to the social and economic welfare of the community.

In general, the Planning Agreement facilitates 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 contributes to the vision of Melrose Park as a diverse and dynamic mixed-use neighbourhood.

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