

EXPLANATORY NOTE

DRAFT PLANNING AGREEMENT FOR 1 WINDSOR ROAD, NORTH ROCKS

Environmental Planning and Assessment Regulation 2000
(clause 25E)

1. Introduction

The purpose of this Explanatory Note is to provide a plain English summary to support the exhibition of a proposed draft planning agreement (the **Planning Agreement**) prepared under section 7.4(1) of the *Environmental Planning and Assessment Act 1979* (the **Act**).

2. Parties

The parties to the Planning Agreement are City of Parramatta Council ABN 49 907 174 773 (the **Council**), Fabcot Pty Ltd ABN 55 002 960 983 (the **Developer**) and J.L. Dunrose Pty Limited ABN 62 000 038 059 (the **Land Owner**).

For the purpose of the Planning Agreement, the Developer and Land Owner are collectively referred to as 'The Applicant'.

This explanatory note has been prepared jointly by the parties.

3. Description of Subject Land

The Planning Agreement applies to the Lot 61 in Deposited Plan 1264730 (formerly Lot 1 in Deposited Plan 112482 and Lot 6 in Deposited Plan 247452) and known as 1 Windsor Road, North Rocks, and includes any lot created by the consolidation or subdivision of those lots from time to time (the **Land**).

The Land Owner is the owner of the Land.

4. Description of the Proposed Development

The Applicant proposes to redevelop the Land in the future by utilising the existing warehouse building to accommodate a full-line Supermarket of 3,800m² (including a BWS liquor store). The Applicant envisages using the remainder of the existing warehouse building of 3,015m² for other uses permitted in accordance with the proposed changes to the LEP.

In order to facilitate the Development, the Applicant has sought an amendment to the environmental planning instrument applying to the Land, being the *Parramatta (former The Hills) Local Environmental Plan 2012* (the **LEP**).

The Planning Agreement does not permit the Development to be carried out and the Applicant will be required to seek and obtain the necessary development consent/s under the Act to do so.

5. Summary of Objectives, Nature and Effect of the Planning Agreement

The Applicant has offered to enter into the Planning Agreement with the Council.

The objective of the Planning Agreement is to provide for public pedestrian access, by way of a footbridge, between James Ruse Drive and North Rocks Road.

The amendment sought to the LEP is for Schedule 1 of the LEP to be amended by adding 'retail premises' as an additional permitted use (limited to a maximum of 3,800m²) to facilitate a supermarket and a liquor store.

The Planning Agreement provides that the Developer will, following amendment of the LEP

- a) Dedicate a portion of the Land to Council free of cost (the **Dedication Land**) for the purpose of possible future road widening of James Ruse Drive; and
- b) Register a public access easement at no cost to Council, over that part of the Land on which the Bridge Works and the Council Works will be located, in favour of Council (the **Easement**).

The Planning Agreement also provides that the Developer will after obtaining development consent for the development of the Land (regardless of use):

- a) Construct a lightweight steel bridge structure 3m wide that is to provide further pedestrian access to the Land from North Rocks Road (the **Works**);

The Planning Agreement also provides that the Developer will after obtaining development consent for the development of the Land as a supermarket:

- a) Pay a monetary contribution of \$500,000.00 (the **Contribution**) to facilitate the construction of a future footbridge connection

The Contribution will be paid in one instalment within 14 days of the issue of a Construction Certificate with respect to the future development of the Land for use as a supermarket. The Contribution is in addition to any development contributions that may be applicable to the Development under sections 7.11, 7.12 and 7.24 of the Act.

The Bridge Works will be practically completed prior to the issue of the final Occupation Certificate for the future development of the Land.

The Dedication Land is to be dedicated to Council and the Easement is to be registered following the amendment of the LEP.

The Applicant is required to register the Planning Agreement on the title of the Land in accordance with section 7.6(1) of the Act no later than 10 business days after the Planning Agreement has been executed.

6. Assessment of Merits of Planning Agreement

The Planning Purpose of the Planning Agreement

The Planning Agreement will benefit the public by providing a pedestrian access between James Ruse Drive and North Rocks Road.

How the Planning Agreement Promotes the Public Interest

The Planning Agreement promotes the public interest by committing the Applicant to provide a monetary contribution, undertake Works and register an Easement for the purposes of provide the public pedestrian access. The Planning Agreement also requires the Applicant to dedicate Land to Council for possible future road widening.

How the Planning Agreement Promotes the Objects of the Act

The Planning Agreement promotes the following objects of the Act:

- a) *to promote the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources,*
- b) *to facilitate ecologically sustainable development by integrating relevant economic, environmental and social considerations in decision-making about environmental planning and assessment,*
- c) *to promote the orderly and economic use and development of land.*

In addition to the above, the Planning Agreement will not be inconsistent with any of the other objects of the Act.

How the Planning Agreement Promotes Elements of the Local Government Act 1993 and the Guiding Principles for Councils

The Planning Agreement promotes the guiding principles for councils under section 8A of the *Local Government Act 1993* by assisting Council to:

- a) Carry out functions in a way that provides the best possible value for residents and ratepayers;
- b) Manage lands and other assets so that current and future local community needs can be met in an affordable way;
- c) Work with others to secure appropriate services for local community needs.
- d) Recognise diverse local community needs and interests;
- e) Consider the long term and cumulative effects of actions on future generations;
- f) Apply the principles of ecologically sustainable development;
- g) Invest in responsible and sustainable infrastructure for the benefit of the local community; and
- h) Identify and prioritise key local community needs and aspirations and consider regional priorities.

How the Planning Agreement Promotes Council's Capital Works Program

Works forming part of the public purpose to which the Contribution may be applied are generally in addition to the Council's capital works program, although may conform with aspects of works identified as a priority by Council's Development Contribution Plans and other strategic plans.

Requirements relating to Construction and Occupation Certificates

The Planning Agreement requires that:

- a) The Dedication Land is to be dedicated to Council following the amendment of the LEP;
- b) The Easement is to be registered following the amendment of the LEP;

- c) Works will be practically completed prior to the issue of the final Occupation Certificate for the future development of the Land (regardless of use);

- d) The Contribution will be paid within 14 days of the issue of a Construction Certificate with respect to the future development of the Land for use as a supermarket;