
INNOVATIVE

ITEM NUMBER	6.1
SUBJECT	Post Exhibition report - Planning Proposal and draft Planning Agreement for land at 22 Noller Parade, Parramatta
REFERENCE	RZ/15/2018 -
APPLICANT/S	Hamptons Property Services
OWNERS	Jimstam Holdings
REPORT OF	Project Officer

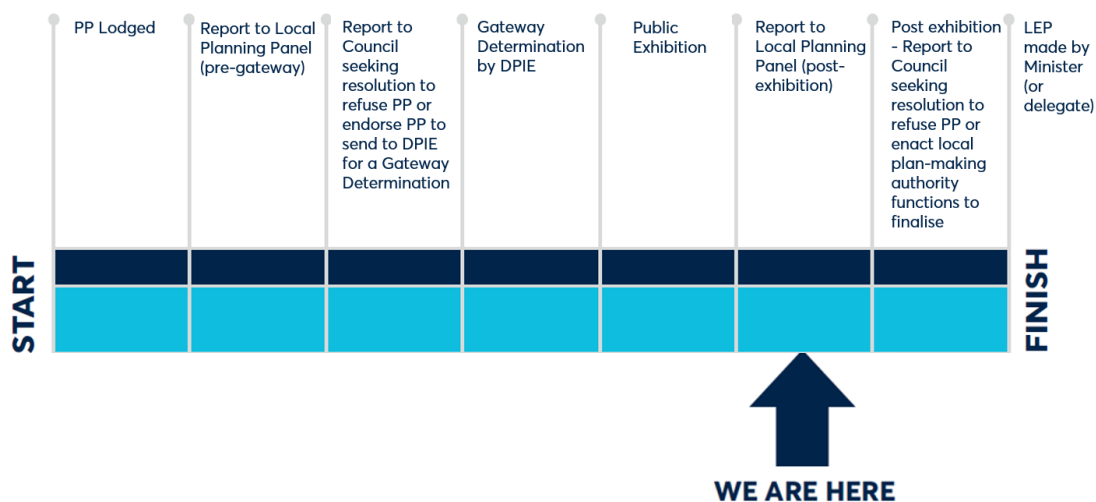
DEVELOPMENT APPLICATIONS CONSIDERED BY SYDNEY CENTRAL CITY PLANNING PANEL Nil**RECOMMENDATION**

The Local Planning Panel support the following Council Officer recommendations in the Panel's advice to Council:

- (a) **That** Council receives and notes submissions made during the public exhibition of the Planning Proposal and draft Planning Agreement for 22 Noller Parade, Parramatta.
- (b) **That** Council approve the Planning Proposal (at **Attachment 1**) for land at 22 Noller Parade, Parramatta for finalisation that seeks the following amendments to the Parramatta Local Environmental Plan 2011 (PLEP 2011):
 - i. Amend the Land Zoning Map from R2 Low Density Residential to R4 High Density Residential.
 - ii. Amend the maximum building height on the Height of Buildings Map from RL 14 metres (4 storeys) to RL 17 metres (5 storeys).
 - iii. Amend the maximum Floor Space Ratio (FSR) on the FSR Map from zero (nil) FSR, to 1.5:1.
- (c) **That** Council approve the draft Planning Agreement (at **Attachment 2**) for finalisation, that proposes a monetary contribution to undertake public domain works associated with, and new connections to, the Alfred Street Bridge.
- (d) **That** the Planning Agreement be executed and registered on title before the Planning Proposal is sent to the Department of Planning and Environment for finalisation.
- (e) **That** Council authorise the Chief Executive Officer to exercise the plan making delegations as granted by the Gateway determination for this Planning Proposal.
- (f) **Further, that** Council delegates authority to the Chief Executive Officer to make any minor amendments and corrections of a non-policy and administrative nature that may arise during the finalisation process relating to the Planning Proposal and Planning Agreement.

PLANNING PROPOSAL TIMELINE

Planning Proposal Timeline

**SITE DESCRIPTION**

1. The subject site is located on a single lot at 22 Noller Parade, Parramatta and is shown in Figure 1 below. It has an approximate site area of 908m² and has a legal description of Lot 1 DP 35895. The site is bounded by Noller Parade to the south, Alfred Street to the east and the Parramatta River to the north.
2. The site has access to future, high quality active and public transport connections. The site adjoins the under-construction Alfred Street pedestrian and cycle bridge and associated public domain and is within 200m of the Parramatta Light Rail stop being constructed on Tramway Avenue.
3. A single storey dwelling with a detached garage is currently located on the site. The land surrounding the site comprises a mixture of low density residential to the south east, medium density residential to the west and south, and high density residential to the east.



Figure 1 – Site at 22 Noller Parade, Parramatta subject to the Planning Proposal

4. The site is located in a flood prone area and is subject to the Probable Maximum Flood (PMF) (**Figure 2** below). Council requires any new development to be constructed to the flood planning level, which is the 1:100 year flood level plus 0.5m. Council's Flood Engineers have identified that Noller Parade and Alfred Street are important flow paths for potential floodwaters to find their way to the Parramatta River. Future detailed design for the site, and its interface with public areas, must enable any overland flows to access both Noller Parade and Alfred Street. Additionally, any development application for this site will require detailed flood management planning, and detailed strategies for evacuation and/or shelter in place flood response planning.

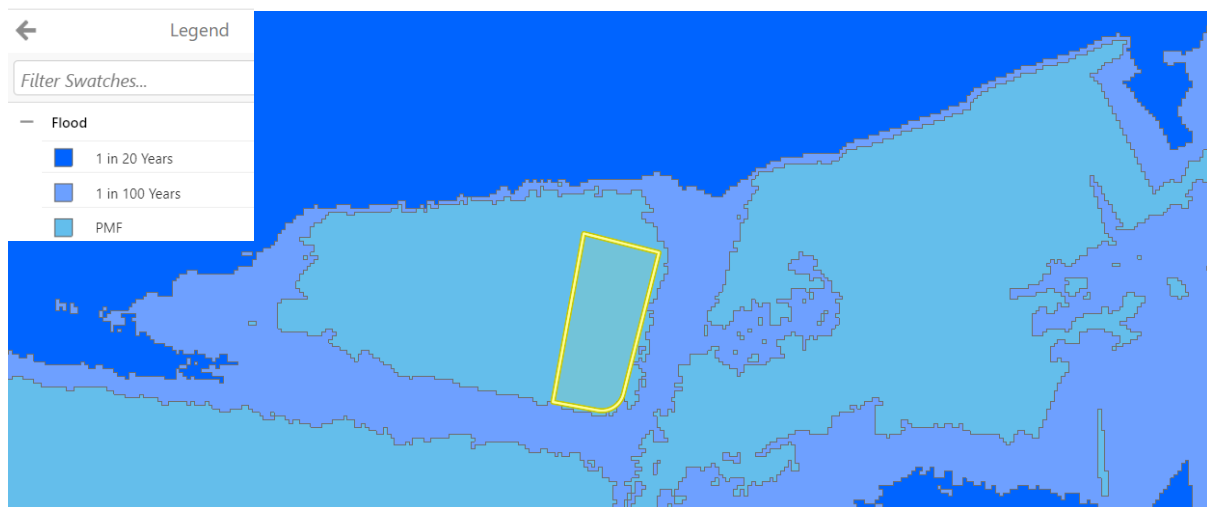


Figure 2 – Flood prone area map for the subject site at 22 Noller Parade, Parramatta.

BACKGROUND

5. At its meeting on 17 September 2019, the Local Planning Panel (LPP) considered a report on a Planning Proposal for the subject site and recommended to Council that the matter proceed for a Gateway determination and that a Planning Agreement be negotiated.
6. At its meeting on 8 October 2019, Council considered this matter, and resolved to endorse seeking a Gateway determination for the Planning Proposal (**Attachment 1**).
7. A Gateway Determination was issued by the then DPIE on 5 December 2019 (**Attachment 3**). As part of this determination, the DPIE authorised Council as the local plan-making authority, which means that should the matter proceed, Council officers will deal directly with the Parliamentary Counsel Office on the legal drafting and mapping of the amendment. The LEP amendment will then be signed by the CEO before being notified on the NSW Legislation website.
8. On 12 July 2021, Council resolved to endorse the legal drafting of a Planning Agreement to facilitate a monetary contribution of \$225,000 to Council for the purposes of contributing towards the delivery of public domain works associated with, or new connections to, the Alfred Street Bridge. Council also

resolved that the draft Planning Agreement be placed on exhibition concurrently with the Planning Proposal.

9. On 27 October 2021, DPIE (former) issued a revised Gateway determination (**Attachment 4**) stating the timeframe for completing the LEP is 31 March 2022. The Department of Planning and Environment (DPE) has advised that a further extension to the Gateway timeframe will be provided to allow the Planning Proposal to be finalised.
10. The Planning Proposal, draft Planning Agreement and supporting documentation were publicly exhibited for 28 days from 2 February 2022 to 2 March 2022.

PLANNING PROPOSAL

11. The Planning Proposal seeks to amend the PLEP 2011 to allow for increased density as follows:

	Existing	Proposed
Land Use Zoning	R2 Low Density Residential	R4 High Density Residential
Height of Buildings	RL14m (up to 4 storeys)	RL17m (up to 5 storeys)
Floor Space Ratio	No FSR	1.5:1
Number of Dwellings	2 (dual occupancy)	Up to 16 apartments.

12. The site is subject to Reduced Level (RL) height measurements with regard to Height of Buildings. RLs are an exact building height measurement where zero (0) metres approximates the mean sea level using the Australian Height Datum and was adopted by the National Mapping Council of Australia in May 1971. RL heights have been implemented in areas of the LGA, such as this site, which are subject to heritage view lines and flooding.
13. As noted above, the site is located within a flood prone area and is therefore be subject to specific flood related planning controls. In order to meet these controls, development must be raised above a minimum required level of RL5.6m. The reference design included in the Planning Proposal (included in **Attachment 1**) demonstrates compliance with Council's requirement as the ground level is proposed to be RL5.62m.
14. The preparation of a site specific DCP is not required. Development on this site will be assessed under existing provisions of the Parramatta DCP 2011.
15. The reference design accompanying the Planning Proposal shows a 4/5 storey apartment building of 16 apartments consistent with the Parramatta DCP 2011 with setbacks comprising 6m from the front, 4.5m from the west, 7m from the rear and 3m from the east. The reference design proposes to set back the apartment on the 5th storey 15m from the building edge facing Noller Parade which will give the appearance of a 4 storey building at the street level and provide for a roof-top communal open space (see **Figures 3 and 4** below).

Additionally, the increased setback to the 5th storey will help to mitigate impacts in relation to visual bulk and scale and overshadowing to adjoining properties and will be subject to further assessment at DA stage.

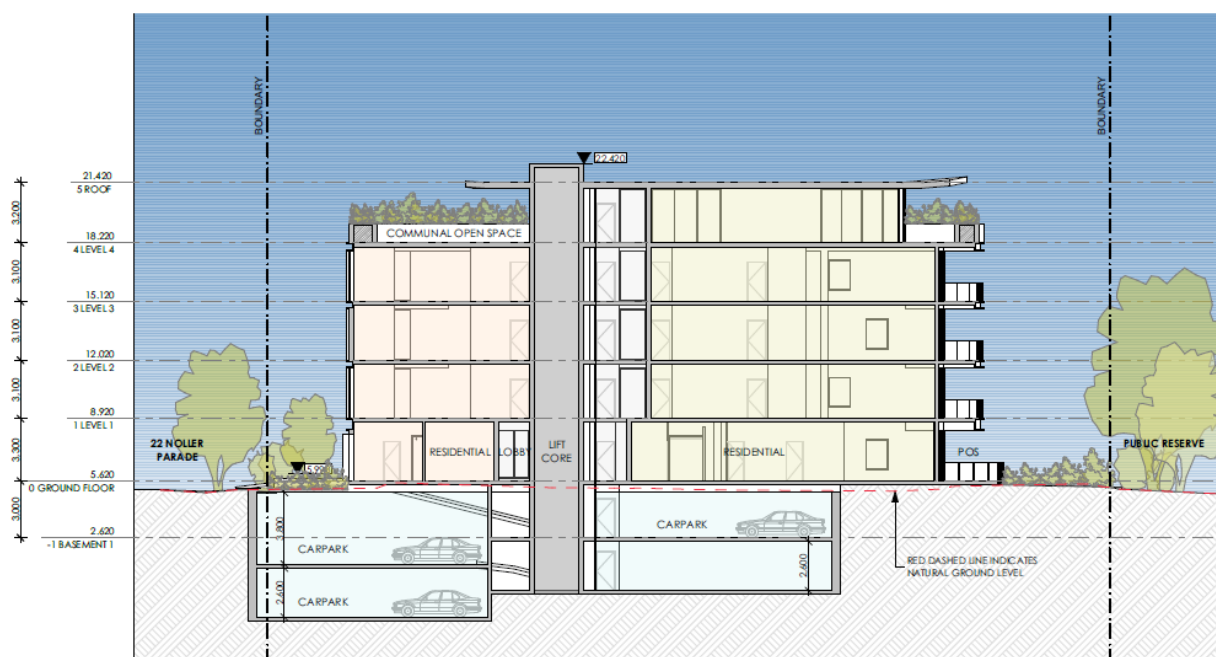


Figure 3 – Indicative design elevation of 22 Noller Parade, Parramatta from the east

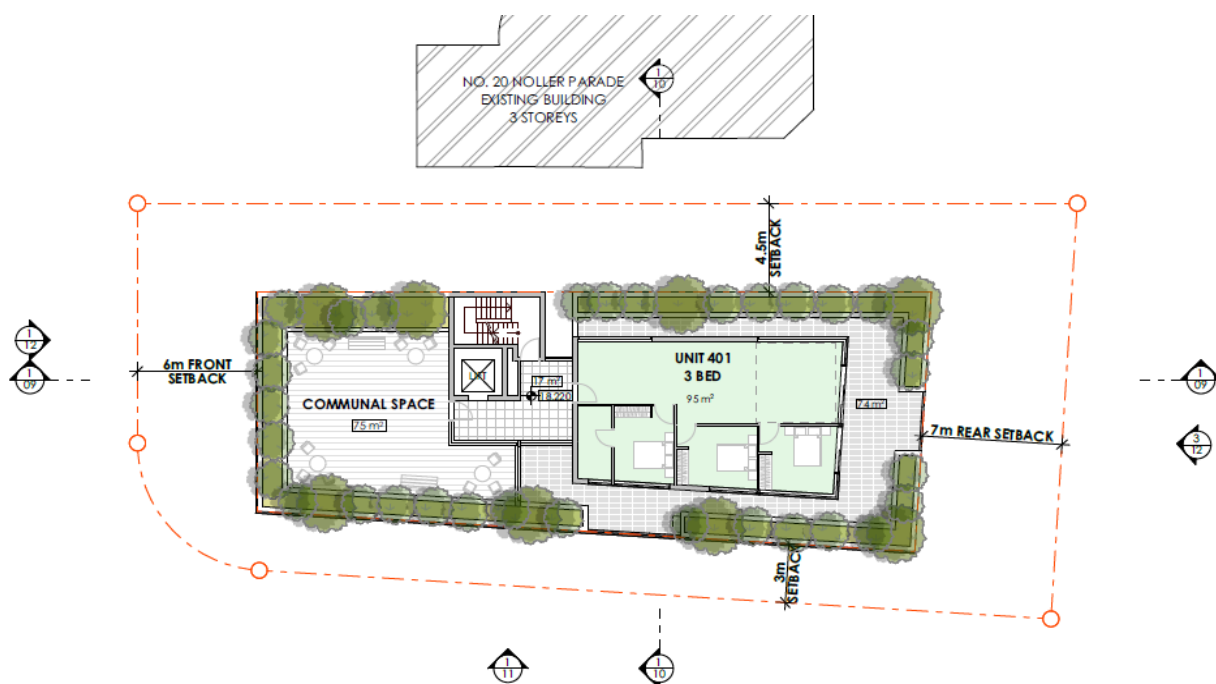


Figure 4 – Indicative design setbacks from the 5th storey

16. The proposed height increase from RL14m to RL17m is considered to be a minimum increase in height from the existing four storey residential flat building to the west of the site and also ensures an appropriate transition to the B4 zone to the east (**Figure 5** below).



Figure 5 – Reference design bulk and scale in situation (to the left).

PLANNING AGREEMENT

17. At its meeting on 8 October 2019, Council resolved the following in relation to the draft Planning Agreement:

“(c) That the CEO be authorised to negotiate a Voluntary Planning Agreement on behalf of Council to the land value of 50% of the value uplift as per Council’s Planning Agreements Policy 2018 in addition to any development contributions payable...”
18. It is noted that subsequent to the above resolution, DPE released a Planning Agreements Practice Note (February 2021) that seeks to move away from value capture (as referred to in the above Council resolution and Planning Agreements Policy 2018) towards an infrastructure needs approach to negotiating planning agreements. It is acknowledged that while negotiations have occurred prior to the practice note being issued, a value uplift analysis was undertaken and used as a secondary check for the purposes of ensuring that an appropriate monetary contribution is provided towards infrastructure that will directly benefit and service the future development at the site. This approach was adopted when the Planning Agreement was reported to Council for the purposes of public exhibition on 12 July 2021.
19. A draft Planning Agreement that provides Council with additional funding/resourcing to deliver public domain works associated with, and facilitating new connections to, the future Alfred Street Bridge, which adjoins the subject site, was subsequently negotiated and is included at **Attachment 2**. More specifically, the financial contribution under the draft Planning Agreement will provide additional funding for Council to undertake public domain works, post bridge construction, which will include upgrades to the southern entry of the Bridge at the junction of Noller Parade/Alfred Street, as well as facilitating a foreshore connection between the Alfred Street Bridge and Gasworks Bridge (south side of Parramatta River). The construction of the Alfred Street Bridge does not form part of this Planning Agreement, rather the financial contributions

will be used to support public domain upgrades to further improve pedestrian connections on the south side of the bridge (**Figure 6** below).

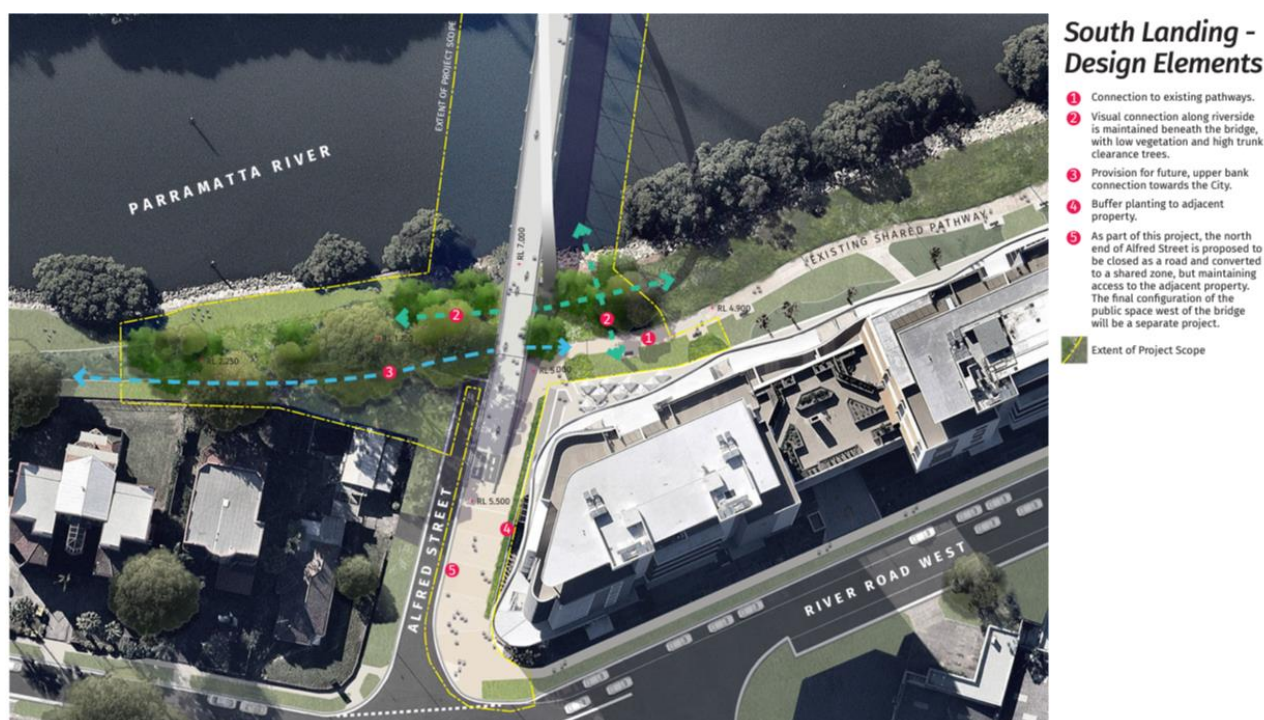


Figure 6 – Artist impression of south landing of the Alfred Street Bridge design elements, which would be supported by funding received as a result of the draft Planning Agreement.

20. The key elements of the draft Planning Agreement are detailed in Table 1 below:

Table 1: Summary of draft Planning Agreement

	Item	Costs for Planning Agreement	Value attributing public benefit
1.	Monetary contribution towards Public Domain works associated with, or new connections to, the Alfred Street Bridge	\$225,000	\$225,000
2.	Relinquishment of access (at the Alfred Street frontage to facilitate public domain works associated with the Alfred Street Bridge)	Nil cost attributed in draft Planning Agreement	Nil cost attributed in draft Planning Agreement
Staging	75% of the monetary contribution prior to the issue of a Construction Certificate (CC) 25% of the monetary contribution prior to the issue of any Occupation Certificate (OC)	Yes	Yes
Security	Bank Guarantees could be alternatively provided	Yes	Yes
Costs	Applicant agrees to pay Council's legal costs	Yes	N/A
Other	Section 7.11, 7.12, and 7.24 contributions apply	Yes	N/A
	Total	\$225,000	\$225,000

21. Items relating to monetary contributions (or alternative bank guarantees) will be subject to indexation to reflect increases in the Consumer Price Index between the execution of the agreement and timing payments as required by Part 5.11 of Council's Planning Agreements Policy.
22. A requirement of the finalisation of the instrument change requires the Planning Agreement to be executed in full. This includes the payment of legal fees incurred in the negotiation of a Planning Agreement and the registration of the Planning Agreement on the property title. Part 3.7, step 9, of Council's Planning Agreement Policy states that:
“(zz) A planning agreement must be executed before Council will finalise any instrument change associated with an accompanying planning proposal application. If the Developer refuses to execute a planning agreement offered in connection with a planning proposal, the Council will ask the Minister not to proceed with the relevant instrument change under section 3.35(4) of the Act.”
23. In conclusion, the draft Planning Agreement will see a financial contribution of \$225,000 paid to Council as additional funding for Council-led delivery of future public domain upgrades to facilitate improved pedestrian connections on the southern side of the under-construction Alfred Street Bridge. These proposed public domain works at the southern entry of the Alfred Street Bridge, including facilitating future connections to the bridge, have been designed as a part of the Alfred Street Bridge project. The proposed monetary contribution is preferred by Council officers as it supports the coordinated delivery of the bridge construction and public domain upgrades.

EXHIBITION OUTCOMES

24. The Planning Proposal, draft Planning Agreement and supporting documentation were publicly exhibited for 28 days from 2 February 2022 to 2 March 2022 as required by the Gateway determination. Notification methods used in the exhibition included:
 - Letters to surrounding landowners
 - Dedicated exhibition page on Council's Participate Parramatta website
 - Advertisement on Council's website
 - Exhibition folders in Council's customer service and Parramatta CBD library.
25. Public agencies were also notified in accordance with the Gateway determination, with the following agencies consulted:
 - Environment, Energy and Science, DPE (EES)
 - Heritage NSW
 - NSW State Emergency Service (NSW SES).
26. A total of three 3 submissions were received comprising two (2) from public agencies and one (1) from the local community. Of the submissions received, one (1) objected to the Planning Proposal in full.

COUNCIL OFFICER RESPONSE TO KEY ISSUES RAISED IN SUBMISSIONS

27. **Table 3** below summarises the key issues raised in the community submission and Council officer responses.

Table 3 - Summary of issues raised by the community during public exhibition

Consultation Issues	Council Officer Response
1. Character and Amenity	Raised in 1 submission
<p>1. Impact of the proposal on local heritage items.</p> <p>2. Raised concern regarding impact to sunlight and vistas for neighbouring residents.</p> <p>3. Proposed height and bulk of building out of character for the street, and may set precedent for future developments.</p>	<p>1. The site is not within a heritage conservation area, nor does it contain a heritage item. Council's Heritage Officer advises that the Planning Proposal is in keeping with the surrounding built form and does not impede any significant view corridors and retains views from Alfred Street to the Parramatta River. Future development will therefore not adversely impact the heritage qualities of the surrounding area. Future development applications will also be separately assessed against relevant heritage controls.</p> <p>2. (a) Shadow studies undertaken by the proponent indicates that neighbouring properties will continue to receive adequate solar access. Additional shadow studies will be required at the development assessment stage, which will require an assessment against solar access controls.</p> <p>(b) The current building on the site is single storey. The current planning controls for the site permit a four (4) storey building, in line with the neighbouring buildings to the west, and to the south of the site. The Planning Proposal seeks to permit up to a five (5) storey building and is significantly lower than the existing 12 storey development to the east of the site. Noting surrounding 4 storey development, the proposed height that will allow up to five storeys will not result in significant impacts on vistas beyond what is possible under current controls.</p> <p>3. (a) The proposed height and density are consistent with the immediate character of the area. Existing zoning of the adjoining and</p>

	<p>surrounding developments has resulted in the site becoming isolated. This proposal will provide an appropriate transition between the B4 zoning to the east, and the R3 zone to the west and south of the site.</p> <p>(b) The bulk and scale of any future proposed building is required to be consistent with relevant standards and controls. Any residential flat building will be required to be consistent with the relevant requirements of the Apartment Design Guide.</p> <p>(c) The Planning Proposal has been assessed as meeting the strategic merit of State and Council planning policies.</p>
2. Site accessibility/Safety access	Raised in 1 submission
<p>1. Concerns raised regarding queuing traffic at the light rail signalised intersection.</p> <p>2. Concerns raised about Noller Parade being used as overflow parking for residents and visitors to the neighbouring River Road West development.</p>	<p>1. Council's Senior Traffic and Transport Engineer considers the existing road network has capacity and generation of traffic from this proposal is not considered to be significant. Therefore, the Planning Proposal will not exacerbate existing traffic conditions and does not trigger the need for intersection upgrades.</p> <p>Future intersection upgrades relating to the PLR are outside the scope of this proposal.</p> <p>2. The site is suitably sized to accommodate compliant basement car parking to service future residential development, which will be considered further at the Development Application phase. Therefore, overflow parking is not expected to be a significant issue as a result of this Planning Proposal.</p> <p>Further, the location will have high public transport accessibility through the close location of the future Tramway Avenue Parramatta Light Rail stop, and pedestrian and cycling connections via Alfred Street Bridge.</p>

3. Flooding	Raised in 1 submission
1. Concerns that this proposal could bring significant increase in flood risk for residents of the site, and neighbouring sites.	<p>Council's Flood Engineers have identified that Noller Parade and Alfred Street are important flow paths for potential floodwaters to find their way to the Parramatta River.</p> <p>Future development on the site can be appropriately designed at the development application (DA) stage.</p>

AGENCY SUBMISSIONS

Environment, Energy and Science (EES), DPE

28. The Planning Proposal was referred to EES for comment. EES do not object to the Planning Proposal but raised some matters for consideration. **Table 4** below summarises the key issues including Council officer responses.

Table 4 - Summary of Issues raised by EES during public exhibition period

Consultation Issues	Council Officer Response
1. Consideration of current and future impacts of flooding for the site.	Council's Flood Engineers have identified that Noller Parade and Alfred Street are important flow paths for potential floodwaters to find their way to the Parramatta River. The design of the site and its interface with public areas must enable any overland flows to access both Noller Parade and Alfred Street. Additionally, any development application for this site will require detailed flood management planning, and detailed strategies for evacuation and/or shelter in place flood response planning.
2. Consideration and management of future and residual impacts of climate change to the site.	Responding to residual risks and future impacts relating to climate change for this site will be addressed at the DA stage through the development controls including energy and water efficient buildings, responses to flooding and deep soil/landscape requirements.
3. Consideration of impacts to the Parramatta River Riparian Corridor related to the building of the Alfred Street Bridge.	This Planning Proposal does not relate to the development of the Alfred Street Bridge. Impacts to the riparian corridor relating to the Alfred Street Bridge construction have been addressed in

	the Vegetation Management Plan (2021) developed for the Alfred Street Bridge project.
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Heritage NSW

29. The Planning Proposal was referred to Heritage NSW. No response was received.

NSW State Emergency Services

30. The Planning Proposal was referred to NSW State Emergency Services for comment. **Table 5** below summarises the key issue raised, including a Council officer response.

Table 5 - Summary of issues raised by NSW SES during public exhibition period

Consultation Issues	Council Officer Response
1. Consideration to be given to Ministerial Section 9.1 Directions relating to flood prone land which is consistent with the NSW Flood Prone Land Policy found in the NSW Floodplain Development Manual (2005).	<p>Council's Flood Engineers have identified that Noller Parade and Alfred Street are important flow paths for potential floodwaters to find their way to the Parramatta River. The design of the site and its interface with public areas must enable any overland flows to access both Noller Parade and Alfred Street. Additionally, any development application for this site will require detailed flood management planning, and detailed strategies for evacuation and/or shelter in place flood response planning.</p> <p>Risk and Emergency Management policies can be prepared to NSW Hazard Management and the NSW Floodplain Development Manual requirements.</p>

FINANCIAL IMPLICATIONS FOR COUNCIL

31. Any work to progress the finalisation of the Planning Proposal would be prepared by Council Officers and within the existing City Planning and Design budget. Should this matter progress, a Planning Agreement will be entered into between the applicant and Council which will deliver Council a financial payment of \$225,000 to support the delivery of public domain works associated with, and facilitating connections to, the under-construction Alfred Street Bridge.

CONCLUSION AND NEXT STEPS

32. Following consideration of all issues raised during the public exhibition of the Planning Proposal and draft Planning Agreement for the site, as outlined in this report, it is recommended that the Planning Proposal be endorsed to proceed to finalisation with no changes to the exhibited documentation.
33. It is therefore recommended that the Local Planning Panel supports the Council Officer recommendation for Council to endorse the exhibited Planning Proposal and exercise its plan-making delegations as granted by the Gateway Determination.
34. It is also recommended that the draft Planning Agreement that provides Council with additional funding/resourcing to deliver public domain works associated with, and facilitating new connections to, the future Alfred Street Bridge be endorsed by Council.





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ATTACHMENTS:

1		Planning Proposal - 22 Noller Parade, Parramatta	63 Pages
2		Draft Planning Agreement as exhibited	28 Pages
3		Gateway determination - 5 December 2019	2 Pages
4		Gateway alteration - 27 October 2021	1 Page

REFERENCE MATERIAL



PLANNING PROPOSAL

22 Noller Parade, Parramatta



cityofparramatta.nsw.gov.au

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PLANNING PROPOSAL – 22 Noller Parade, Parramatta

Planning Proposal drafts

Proponent versions:

No.	Author	Version
1.	Hamptons Property Services Pty Ltd	November 2018
2.	Hamptons Property Services Pty Ltd	June 2019

Council versions:

No.	Author	Version
1.	City of Parramatta Council	August 2019 - Report to Local Planning Panel and Council on the assessment of planning proposal

PLANNING PROPOSAL – 22 Noller Parade, Parramatta

INTRODUCTION

This Planning Proposal explains the intended effect of, and justification for, the proposed amendment to *Parramatta Local Environmental Plan 2011* (PLEP 2011) to allow for a residential flat building on the subject site. It has been prepared in accordance with Section 55 of the *Environmental Planning and Assessment Act 1979* and the Department of Planning and Environment (DP&E) guides, 'A Guide to Preparing Local Environment Plans' (August 2016) and 'A Guide to Preparing Planning Proposals' (August 2016) and 'Guidance for merged councils on planning functions' (May 2016).

Background and context

In November 2018 Council received a Planning Proposal from Hamptons Property Services Pty Ltd on behalf of Jimstam Holdings Pty Ltd relating to the land at 22 Noller Parade, Parramatta. The subject site is legally defined as Lot 1 DP 35895 and has a site area of approximately 908 sqm.

The site is bound by Noller Parade to the south, Alfred Street to the east and Parramatta River to the north. The site is shown in **Figure 1**, below.



Figure 1 – Site at 22 Noller Parade, Parramatta subject to the planning proposal

A single storey dwelling and detached garage exist on the site. The land surrounding the subject site comprise a mixture of low density residential to the south east, medium density residential to the west and south, and high density residential to the east.

The medium density residential properties to the west and south have existing 3 and 4-storey residential flat buildings (RFBs) and are located in the R3 medium density residential zone. RFBs are not permissible in this zone, however, these buildings have existed prior to the implementation of the *Standard Instrument – Principal Local Environmental Plan* and the *PLEP 2011* and are therefore subject to existing use rights under Division 4.11 of the *Environmental*

PLANNING PROPOSAL – 22 Noller Parade, Parramatta

Planning and Assessment Act 1979 (EP&A Act). The property to the east contains a 13-storey mixed use development in the B4 Mixed Use zone.

The subject site's location on a corner as well as the adjoining and surrounding development has resulted in it becoming isolated.

Under the *PLEP 2011* the site:

- is zoned R2 Low Density Residential;
- has a maximum building height of RL 14 metres;
- does not have a maximum floor space ratio (FSR).

An extract of each the above maps is provided in Part 4 – Mapping; specifically, Section 4.1 Existing controls.

PLANNING PROPOSAL – 22 Noller Parade, Parramatta

PART 1 – OBJECTIVES OR INTENDED OUTCOMES

The objective of this planning proposal is to seek the rezoning of the land at 22 Noller Parade, Parramatta from R2 Low Density Residential to R4 High Density Residential, increase the maximum height of building control from RL14m to 17m, and include a maximum FSR control of 1.5:1. The proposed amendments to the PLEP 2011 is to facilitate a 5-storey RFB comprising 16 dwellings.

PLANNING PROPOSAL – 22 Noller Parade, Parramatta

PART 2 – EXPLANATION OF PROVISIONS

This Planning Proposal seeks to amend the *Parramatta LEP 2011* in relation to the zoning, height and floor space ratio controls.

In order to achieve the desired objectives the following amendments to the *PLEP 2011* would need to be made:

1. Amend the zone in the **Land Zoning Map** (Sheet LZN_010] from R2 Low Density Residential to R4 High Density Residential. Refer to Figure 13 in Part 4 of this Planning Proposal.
2. Amend the maximum building height in the **Height of Buildings Map** (Sheet HOB_010]) from RL 14 metres to 17 metres which equates to 5 storeys. Refer Figure 14 in Part 4 of this Planning Proposal.
3. Amend the maximum FSR in the **Floor Space Ratio Map** (Sheet FSR_010) from nil to 1.5:1. Refer Figure 15 in Part 4 of this Planning Proposal.

2.1. Other relevant matters

2.1.1. Voluntary Planning Agreement

A draft Letter of Offer accompanies the Planning Proposal which indicates a monetary contribution to the value of 50% of the land value uplift, however, to the exclusion of Section 7.11 and 7.12 developer contributions. This is inconsistent with Council's adopted Planning Agreements Policy 2018. As per Clause 2.8 of Council's adopted Planning Agreements Policy 2018, section 7.11 and 7.12 developer contributions are not to be excluded.

Notwithstanding, negotiations will continue following the Planning Proposal being reported to Council and if it is endorsed to be forwarded to the Department of Planning, Industry & Environment (DPIE) for Gateway Determination.

PLANNING PROPOSAL – 22 Noller Parade, Parramatta

PART 3 – JUSTIFICATION

This part describes the reasons for the proposed outcomes and development standards in the planning proposal.

3.1 Section A - Need for the planning proposal

This section establishes the need for a planning proposal in achieving the key outcome and objectives. The set questions address the strategic origins of the proposal and whether amending the LEP is the best mechanism to achieve the aims on the proposal.

3.1.1. Is the planning proposal a result of an endorsed local strategic planning statement, strategic study or report?

The Planning Proposal is not the result of any strategic study or report.

3.1.2. Is the Planning Proposal the best means of achieving the objectives or intended outcomes, or is there a better way?

A Planning Proposal seeking to amend the PLEP 2011 is the most effective way of providing certainty to Council, the local community and the landowner of achieving the intended outcomes.

An alternative option is to amend the PLEP 2011 to allow a 'residential flat building' as an additional permitted use at the subject site. However, this is considered inappropriate as RFBs are prohibited in the R2 Low Density Residential zone and would be inconsistent with the objectives of the R2 zone.

3.2. Section B – Relationship to strategic planning framework

This section assesses the relevance of the Planning Proposal to the directions outlined in key strategic planning policy documents. Questions in this section consider state and local government plans including the NSW Government's Plan for Growing Sydney and subregional strategy, State Environmental Planning Policies, local strategic and community plans and applicable Ministerial Directions.

3.2.1. Will the planning proposal give effect to the objectives and actions of the applicable regional, or district plan or strategy (including any exhibited draft plans or strategies)?

A Metropolis of Three Cities

In March 2018, the NSW Government released the *Greater Sydney Region Plan: A Metropolis of Three Cities* ("the GSRP") a 20 year plan which outlines a three-city vision for metropolitan Sydney for to the year 2036.

The GSRP is structured under four themes: Infrastructure and Collaboration, Liveability, Productivity and Sustainability. Within these themes are 10 directions that each contain Potential Indicators and, generally, a suite of objective/s supported by a Strategy or Strategies. Those objectives and or strategies relevant to this planning proposal are discussed below.

PLANNING PROPOSAL – 22 Noller Parade, Parramatta

Infrastructure and Collaboration

An assessment of the planning proposal's consistency with the GSRP's relevant Infrastructure and Collaboration objectives is provided in Table 3a, below.

Table 3a – Consistency of planning proposal with relevant GSRP Actions – Infrastructure and Collaboration

Infrastructure and Collaboration Direction	Relevant Objective	Comment
A city supported by infrastructure	O4: Infrastructure use is optimised	<p>The subject site is located in close proximity to the Parramatta Light Rail (PLR) Stage 1 'Tramway Avenue' stop. The PLR will significantly improve accessibility to and from the site to the Parramatta CBD and other centres.</p> <p>The site is also adjacent to the future Alfred Street pedestrian-cycle bridge (PCB) which will provide a significant north-south connection over the Parramatta River at Rosehill and will unlock pedestrian and cycling movement in the area.</p>

Liveability

An assessment of the planning proposal's consistency with the GSRP's relevant Liveability objectives is provided in Table 3b, below.

Table 3b – Consistency of planning proposal with relevant GSRP Actions – Liveability

Liveability Direction	Relevant Objective	Comment
A city for people	O6: Services and infrastructure meet communities' changing needs	<p>The site is located adjacent to the future Alfred Street PCB.</p> <p>Whilst the site does not provide public infrastructure as such, a letter of intent to enter into a VPA accompanies the Planning Proposal. The VPA would include a monetary contribution to potentially be used for public domain works and the delivery of the PCB.</p> <p>Further, the main access to the site is intended to be relocated from Alfred Street to Noller Parade in order to provide the opportunity to convert the Alfred Street cul-de-sac into a pedestrianised area at the southern landing of the PCB.</p>
	O7: Communities are healthy, resilient and socially connected	
	O9: Greater Sydney celebrates the arts and supports creative industries and innovation	
Housing the city	O10: Greater housing supply	<p>The Central City, and City of Parramatta in particular, is expected to meet the housing targets identified under the Sydney Region Plan.</p> <p>The Planning Proposal is expected to deliver 16 dwellings.</p> <p>Whilst City of Parramatta is expected to meet, and even exceed these targets, the additional 16 dwellings are considered minor and can be accommodated to provide housing in</p>

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		this area.
	O11: Housing is more diverse and affordable	<p>The Planning Proposal seeks to provide a mix of 1-bedroom, 2-bedroom and 3-bedroom apartments. Whilst this contributes to a mixture of apartments at the site, it does not contribute to housing diversity.</p> <p>The Planning Proposal does not indicate provision of affordable housing, however, as part of Council's Planning Agreements Policy, 10% of the 50% land value uplift is to be contributed towards Council's Affordable Housing Policy either in the form of a monetary contribution or dedication of a unit.</p>
A city of great places	O12: Great places that bring people together	<p>The site is adjacent to the southern landing of the Alfred Street PCB. With the relocation of the site's main access from Alfred Street to Noller Parade, there is an opportunity for the conversion of the southern landing of the PCB to a pedestrian area. This can contribute to a public space that is activated by pedestrian movement as well as the enhancement of the Parramatta foreshore area.</p>
	O13: Environmental heritage is identified, conserved and enhanced	<p>The site does not contain a heritage item, however it is close to a number of heritage items, including the State significant Elizabeth Farm. It is also located in the "Area of National Significance" as identified under the Parramatta Development Control Plan 2011 (PDCP) which also has a number of identified significant view corridors.</p> <p>The Proposal is of a similar height and scale to the existing development to the west of the site and does not impede on any view corridors. Any future development must consider the relevant sections under the PDCP and other heritage requirements as outlined in the GSRP.</p>

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Productivity

An assessment of the planning proposal's consistency with the GSRP's relevant Productivity objectives is provided in Table 3c, below.

Table 3c – Consistency of planning proposal with relevant GSRP Actions – Productivity

Productivity Direction	Relevant Objective	Comment
A well connected city	O14: The plan integrates land use and transport creates walkable and 30 minute cities	The subject site is located in close proximity to the future Alfred Street PCB and the PLR 'Tramway Avenue' stop. These two major pieces of infrastructure would enable greater movement to and from the site to the Parramatta CBD, other centres or other transport modes, whether by active or public transport. The site is located well within 30-minutes to the Parramatta CBD and a major transport interchange to connect to other centres. The proposed density is appropriately located and can be accommodated at the site.
	O15: The Eastern, GOP and Western Economic Corridors are better connected and more competitive	The site is located in the GOP area and is within 1km from the Parramatta CBD. With the incoming PLR Stage 1 route, accessibility to the Parramatta CBD, and subsequently, connectivity to the other economic corridors is enhanced. This allows for greater access to jobs within the GOP area and beyond.
Jobs and skills for the city	O19: Greater Parramatta is stronger and better connected	As discussed, a letter of offer accompanies the Planning Proposal whereby a monetary contribution may potentially go towards public domain works, including the delivery of the Alfred Street PCB and embellishment of the Parramatta River foreshore area as part of a future VPA. This infrastructure will enhance connectivity to the Parramatta CBD and improve use of the Parramatta River foreshore.
	O22: Investment and business activity in centres	Whilst there is no anticipated increase in jobs as part of the Proposal, the proposed R4 zoning would allow for a number of non-residential uses which could be accommodated on the site. Notwithstanding, the site's location is in proximity to the Parramatta CBD and is well within 30-minutes of a major centre and a major transportation interchange to other centres.

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	O23: Industrial and urban services land is planned, retained and managed	Whilst the site is adjacent to the identified "Precinct 08 – Parramatta (River Rd West & Alfred St)" precinct identified under the Parramatta Employment Lands Strategy, it is located outside of this employment zone. The proposed rezoning is not anticipated to affect the employment zone.
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Sustainability

An assessment of the planning proposal's consistency with the GSRP's relevant Sustainability objectives is provided in Table 3d, below.

Table 3d – Consistency of planning proposal with relevant GSRP Actions – Sustainability

Sustainability Direction	Relevant Objective	Comment
A city in its landscape	O25: The coast and waterways are protected and healthier	The site is located along the Parramatta River foreshore and is adjacent to the future Alfred Street PCB. As discussed, a letter of offer accompanies the Planning Proposal whereby a monetary contribution may potentially go towards public domain works, including the delivery of the Alfred Street PCB and embellishment of the Parramatta River foreshore area as part of a future VPA. With the future bridge and PLR, active transport and public transport patronage is encouraged, thus contributing to the reduction of greenhouse emissions and encouragement to use these transport modes. Any future public domain works at the southern landing of the PCB and foreshore area will be carried out by Council and will consider these objectives. Furthermore, landscaping of the site is intended to be provided at the DA stage which will include tree planting and provision of vegetation.
	O27: Biodiversity is protected, urban bushland and remnant vegetation is enhanced	
	O28: Scenic and cultural landscapes are protected	
	O29: Environmental, social and economic values in rural areas are protected and enhanced	
	O30: Urban tree canopy cover is increased	
	O31: Public open space is accessible, protected and enhanced	
	O32: The Green grid links Parks, open spaces, bushland and walking and cycling paths	
An efficient city	O33: A low-carbon city contributes to net-zero emissions by 2050 and mitigates climate change	
	O34: Energy and water flows are captured, used and re-used	The Planning Proposal does not indicate any sustainability initiatives. However, sustainability measures will be further addressed at the DA stage.
A resilient city	O36: People and places adapt to climate change and future shocks and stresses	The site is located in a flood prone area and is subject to the Probable Maximum Flood (PMF). The proposed design is compliant with Council's requirement for development in flood prone areas

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	O37: Exposure to natural and urban hazards is reduced	which is the 1:100 year flood level plus 0.5m. A flood emergency evacuation plan must accompany any future DA and will likely include a combination of evacuation and shelter-in-place strategies. This will be further addressed at the DA stage.
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Implementation

An assessment of the planning proposal's consistency with the GSRP's relevant Implementation objectives is provided in Table 3d, below.

Table 3e – Consistency of planning proposal with relevant GSRP Actions – Implementation

Implementation Direction	Relevant Objective	Comment
Implementation	O39: A collaborative approach to city planning	The Planning Proposal considers other strategic planning documents including the Central City District Plan and local strategies. This will be further discussed below.

Central City District Plan

In March 2018, the NSW Government released *Central City District Plan* which outlines a 20 year plan for the Central City District which comprises The Hills, Blacktown, Cumberland and Parramatta local government areas.

Taking its lead from the GSRP, the *Central City District Plan* ("CCDP") is also structured under four themes relating to Infrastructure and Collaboration, Liveability, Productivity and Sustainability. Within these themes are Planning Priorities that are each supported by corresponding Actions. Those Planning Priorities and Actions relevant to this planning proposal are discussed below.

Infrastructure and Collaboration

An assessment of the planning proposal's consistency with the CCDP's relevant Infrastructure and Collaboration Priorities and Actions is provided in Table 4a, below.

Table 4a – Consistency of planning proposal with relevant CCDP Actions – Infrastructure and Collaboration

Infrastructure and Collaboration Direction	Planning Priority/Action	Comment
A city supported by infrastructure O1: Infrastructure supports the three cities O2: Infrastructure aligns with forecast growth – growth infrastructure compact O3: Infrastructure adapts to meet future need O4: Infrastructure use is optimised	PP C1: Planning for a city supported by infrastructure <ul style="list-style-type: none"> A1: Prioritise infrastructure investments to support the vision of <i>A metropolis</i> A2: Sequence growth across the three cities to promote north-south and east-west connections A3: Align forecast growth with infrastructure A4: Sequence infrastructure provision using a place based approach 	As discussed above in Table 3a, whilst the Planning Proposal does not provide community infrastructure, as such, on the site, a letter of offer to enter into a VPA with Council for monetary contribution accompanies the proposal. This contribution could potentially be used for the delivery of the Alfred Street PCB and for public domain works around the Parramatta River foreshore. The contribution to deliver the PCB would provide an essential north-south connection over the Parramatta River.

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	<ul style="list-style-type: none"> • A5: Consider the adaptability of infrastructure and its potential shared use when preparing infrastructure strategies and plans • A6: Maximise the utility of existing infrastructure assets and consider strategies to influence behaviour changes to reduce the demand for new infrastructure, supporting the development of adaptive and flexible regulations to allow decentralised utilities 	The site is also in close proximity to the future PLR stop and encourages public transport patronage to the Parramatta CBD and beyond.
O5: Benefits of growth realized by collaboration of governments, community and business	PP C2: Working through collaboration <ul style="list-style-type: none"> • A7: Identify prioritise and delivery collaboration areas 	<p>The Planning Proposal seeks to work in collaboration with local government, particularly with the delivery of the future Alfred Street PCB. As it stands, the PCB Plan maintain access to 22 Noller Parade from Alfred Street through retention of the Alfred Street cul-de-sac as a road.</p> <p>The Planning Proposal seeks to relocate the main access to the site from Alfred Street to Noller Parade to provide the opportunity for the southern landing of the PCB to be converted to a fully pedestrianised area.</p>

Liveability

An assessment of the planning proposal's consistency with the CCDP's relevant Liveability Priorities and Actions is provided in Table 4b, below.

Table 4b – Consistency of planning proposal with relevant CCDP Actions – Liveability

Liveability Direction	Planning Priority/Action	Comment
A city for people O6: Services and infrastructure meet communities' changing needs	PP C3: Provide services and social infrastructure to meet people's changing needs <ul style="list-style-type: none"> • A8: Deliver social infrastructure that reflects the need of the community now and in the future • A9: Optimise the use of available public land for social infrastructure 	<p>The Planning Proposal does not provide social infrastructure on the site. However, as part of Council's adopted Planning Agreements Policy, 10% of the 50% value uplift is to be used towards affordable housing, whether in the form of an affordable housing unit or monetary contribution.</p>
O7: Communities are healthy, resilient and socially connected O8: Greater Sydney's communities are culturally rich with diverse neighbourhoods O9: Greater Sydney celebrates the arts and supports creative industries and innovation	PP C4: Working through collaboration <ul style="list-style-type: none"> • A10: Deliver healthy, safe and inclusive places for people of all ages and abilities that support active, resilient and socially connected communities by (a-d). • A11: Incorporate cultural and linguistic diversity in strategic planning and engagement. • A12: Consider the local infrastructure implications of areas that accommodate large migrant and refugee populations. 	<p>Furthermore, as discussed above, by relocating the main access to the site from Alfred Street to Noller Parade, the southern landing of the Alfred Street PCB has the opportunity to be converted to a pedestrianised area which subsequently would open up the foreshore for activation and use.</p>

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	<ul style="list-style-type: none"> • A13: Strengthen the economic self-determination of Aboriginal communities by engagement and consultation with Local Aboriginal Land Council's. • A14: Facilitate opportunities for creative and artistic expression and participation, wherever feasible with a minimum regulatory burden including (a-c). • A15: Strengthen social connections within and between communities through better understanding of the nature of social networks and supporting infrastructure in local places 	
Housing the city O10: Greater housing supply O11: Housing is more diverse and affordable	PP C5: Providing housing supply, choice and affordability, with access to jobs, services and public transport <ul style="list-style-type: none"> • A16: Prepare local or district housing strategies that address housing targets [abridged version] • A17: Prepare Affordable Rental housing Target Schemes 	Refer to "Housing the City" in Table 3b above.
A city of great places O12: Great places that bring people together O13: Environmental heritage is identified, conserved and enhanced	PP C6: Creating and renewing great places and local centres, and respecting the District's heritage <ul style="list-style-type: none"> • A18: Using a place-based and collaborative approach throughout planning, design, development and management deliver great places by (a-e) • A19: Identify, conserve and enhance environmental heritage by (a-c) • A20: Use place-based planning to support the role of centres as a focus for connected neighbourhoods • A21: In Collaboration Areas, Planned Precincts and planning for centres (a-d) • A22: Use flexible and innovative approaches to revitalise high streets in decline. 	<p>As discussed above under "A city of Great Places" in Table 3b, the site does not contain a heritage item but is in close proximity to a number of heritage items, including the State Significant Elizabeth Farm. It is also located in the "Area of National Significance" as identified under the Parramatta Development Control Plan (PDCP) which also has a number of identified significant view corridors</p> <p>The Proposal is of a similar height and scale to the existing development to the west of the site and does not impede on any view corridors. Any future development must consider the relevant sections under the PDCP and other heritage requirements as outlined in the GSRP.</p>

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Productivity

An assessment of the planning proposal's consistency with the CCDP's relevant Productivity Priorities and Actions is provided in Table 4c, below.

Table 4c – Consistency of planning proposal with relevant CCDP Actions – Productivity

Productivity Direction	Planning Priority/Action	Comment
A well-connected city O19: Greater Parramatta is stronger and better connected	PP C7: Growing a stronger and more competitive Greater Parramatta <ul style="list-style-type: none"> • A23: Strengthen the economic competitiveness of Greater Parramatta and grow its vibrancy [abridged] • A26: Prioritise infrastructure investment [abridged] • A27: Manage car parking and identify smart traffic management strategies 	<p>The Planning Proposal is located within the GPOP area and is within 1km of the Parramatta CBD and is adjacent to the future Alfred Street PCB and PLR stop. Its location is within the Government's target for a 30-minute city and provides ample opportunities to travel to the Parramatta CBD and beyond.</p> <p>The site's proximity to the Parramatta CBD allows for greater connectivity to other centres and access to jobs by providing ample opportunity for transport interchange.</p>
Jobs and skills for the city O15: The Eastern, GPOP and Western Economic Corridors are better connected and more competitive	PP C8: Delivering a more connected and competitive GPOP Economic Corridor <ul style="list-style-type: none"> • A29: Prioritise public transport investment to deliver the 30-minute city objective for strategic centres along the GPOP Economic Corridor • A30: Prioritise transport investments that enhance access to the GPOP between centres within GPOP 	<p>Further, the Proposal includes provision for 20 car parking spaces which is compliant with the Parramatta DCP requirements.</p> <p>For more information, refer to "Jobs and Skills in the City" under Table 3c.</p>
O14: The plan integrates land use and transport creates walkable and 30 minute cities	PP C9: Delivering integrated land use and transport planning and a 30-minute city <ul style="list-style-type: none"> • A32: Integrate land use and transport plans to deliver a 30-minute city 	
O23: Industrial and urban services land is planned, retained and managed	PP C10: Growing investment, business opportunities and jobs in strategic centres <ul style="list-style-type: none"> • A37: Provide access to jobs, goods and services in centres [abridged] 	
O23: Industrial and urban services land is planned, retained and managed	PP C11: Maximising opportunities to attract advanced manufacturing and innovation in industrial and urban services land <ul style="list-style-type: none"> • A49: Review and manage industrial and urban service land, in line with the principles for managing industrial and urban services land, in the identified local government area 	<p>Refer to "Jobs and Skills in the City" under Table 3c.</p>

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Sustainability

An assessment of the planning proposal's consistency with the CCDP's relevant Productivity Priorities and Actions is provided in Table 4d, below.

Table 4d – Consistency of planning proposal with relevant CCDP Actions – Sustainability

Sustainability Direction	Planning Priority/Action	Comment
A city in its landscape O25: The coast and waterways are protected and healthier	PP C13: Protecting and improving the health and enjoyment of the District's Waterways <ul style="list-style-type: none"> • A60: Protect environmentally sensitive areas of waterways • A61: Enhance sustainability and liveability by improving and managing access to waterways and foreshores for recreation, tourism, cultural events and water based transport • A62: Improve the health of catchments and waterways through a risk based approach to managing the cumulative impacts of development including coordinated monitoring of outcomes • A63: Work towards reinstating more natural conditions in highly modified urban waterways 	The site is adjacent to the Parramatta River foreshore. As discussed above, with the future Alfred Street PCB and relocation of the main access from Alfred Street to Noller Parade, there is an opportunity to convert the southern landing of the PCB to be a pedestrianised area.
O27: Biodiversity is protected, urban bushland and remnant vegetation is enhanced O28: Scenic and cultural landscapes are protected	PP C15: Protecting and enhancing bushland, biodiversity and scenic and cultural landscapes <ul style="list-style-type: none"> • A67: Enhance and protect views of scenic and cultural landscapes from the public realm 	As discussed above, the site is located in an area with identified significant view corridors. The Planning Proposal does not impede on any of these view corridors and retains the frame view from Alfred Street towards the Parramatta River.
O31: Public open space is accessible, protected and enhanced	PP C17: Delivering high quality open space <ul style="list-style-type: none"> • A71: Maximise the use of existing open space and protect, enhance and expand public open space by (a-g) [abridged] 	Refer to PP C13 above.
An efficient city O33: A low-carbon city contributes to net-zero emissions by 2050 and mitigates climate change O34: Energy and water flows are captured, used and re-used O35: More waste is re-used and recycled to support the development of a circular economy	PP C19: Reducing carbon emissions and managing energy, water and waste efficiently <ul style="list-style-type: none"> • A75: Support initiatives that contribute to the aspirational objectives of achieving net-zero emissions by 2050 • A76: Support precinct-based initiatives to increase renewable energy generation and energy and water efficiency • A78: Support innovative solutions to reduce the volume of waste and reduce waste transport requirements 	The subject site is located in close proximity to the future PLR stop which will encourage public transport patronage. Likewise, the future Alfred Street PCB also encourages walkability and active transport. These two major infrastructures would facilitate an overall reduction in emissions by providing the opportunity for their use rather than reliance on private vehicles. Furthermore, the car parking provisions proposed are in keeping with the minimum car parking requirements under the PDCP and does not exceed these rates.

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	<ul style="list-style-type: none"> • A79: Encourage the preparation of low carbon, high efficiency strategies to reduce emissions, optimise the use of water, reduce waste and optimising car parking provisions where an increase in total floor in 100,000sqm 	The Planning Proposal does not indicate any sustainability initiatives. Sustainability measures will be further addressed at the DA stage.
<p>O36: People and places adapt to climate change and future shocks and stresses</p> <p>O37: Exposure to natural and urban hazards is reduced</p> <p>O38: Heatwaves and extreme heat are managed</p>	<p>PP C20: Adapting to the impacts of urban and natural hazards and climate change</p> <ul style="list-style-type: none"> • A81: Support initiatives that respond to the impacts of climate change • A82: Avoid locating new urban development in areas exposed to natural and urban hazards and consider options to limit the intensification of development in existing areas most exposed to hazards • A83: Mitigate the urban heat island effect and reduce the vulnerability to extreme heat • A85: Consider strategies and measures to manage flash flooding and safe evacuation when planning for growth in Parramatta CBD 	Refer to "A Resilient City" under Table 3d above.

3.2.1. Will the planning proposal give effect to a council's endorsed local strategic planning statement, or another endorsed local strategy or strategic plan?

The following local strategic planning documents are relevant to the planning proposal.

Parramatta 2038 Community Strategic Plan

Parramatta 2038 is a long term Community Strategic Plan for the City of Parramatta and it links to the long-term future of Sydney. The plan formalises several big and transformational ideas for the City and the region.

The planning proposal is considered to meet the strategies and key objectives identified in the plan including:

- **Accessible:** The site is located within 1km of the Parramatta CBD and is in close proximity to the future PLR "Tramway Avenue" stop. This will provide ample opportunities for public transport patronage well within 30-minutes of a major centre and major transport interchange to connect to other centres. Furthermore, the future Alfred Street PCB is located adjacent to the site and will provide a new north-south connection over the Parramatta River with provision of new pedestrian and cycle paths that will promote active transport use.
- **Green:** The Planning Proposal will provide a greater opportunity for the future Alfred Street PCB southern landing to be converted into a pedestrianised area which would include public domain works and enhancement of the Parramatta River foreshore.
- **Welcoming:** The site is located in the Harris Park Precinct, an important heritage precinct. The Proposal is in keeping with the surrounding built form and does not impede on any significant view corridors and retains the frame views from Alfred Street to the Parramatta River.

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- **Thriving:** Contributes to the vibrancy of Parramatta, particularly along the Parramatta River foreshore area and connectivity to the Parramatta CBD.
- **Innovative:** The proposed relocation of the main access from Alfred Street to Noller Parade provides an opportunity for the southern landing of the Alfred Street PCB to be converted to a pedestrianised area and for collaboration between the landowner, Council and other relevant parties towards that outcome.

Parramatta Local Strategic Planning Statement

At the time of preparing this Planning Proposal, the draft Parramatta LSPS has not been considered and endorsed by Council. The draft LSPS is intended to be reported to Council in September 2019.

Should a Gateway determination be issued for this Planning Proposal with a condition to consider Council's draft LSPS, this Planning Proposal will be updated which formerly considers Council's draft LSPS in accordance with section 3.33(2)(c) of the *Environmental Planning and Assessment Act 1979*.

3.2.2. Is the planning proposal consistent with the applicable State Environmental Planning Policies?

The following State Environmental Planning Policies (SEPPs) are of relevance to the site (refer to Table 5 below).

Table 5 – Consistency of planning proposal with relevant SEPPs

State Environmental Planning Policies (SEPPs)	Consistency: Yes = ✓ No = x N/A = Not applicable	Comment
SEPP No 1 Development Standards	N/A	This SEPP does not apply to land subject to the Parramatta Local Environmental Plan 2011.
SEPP 4 – Development Without Consent and Miscellaneous Exempt and Complying Development	N/A	This SEPP does not apply to land subject to the Parramatta Local Environmental Plan 2011.
SEPP 6 – Number of Storeys in a Building	N/A	This SEPP does not apply to land subject to the Parramatta Local Environmental Plan 2011.
SEPP 33 – Hazardous and Offensive Development	N/A	Not relevant to the Planning Proposal.
SEPP No 55 Remediation of Land	✓	The Planning Proposal is consistent with the aims and provisions of this SEPP. Notwithstanding, future redevelopment of the site will need to address the requirements of the SEPP. A preliminary investigation may be provided as a condition of any Gateway Determination.

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SEPP 60 – Exempt and Complying Development	N/A	Not relevant to the Planning Proposal.
SEPP 64 – Advertising and Signage	N/A	Not relevant to the Planning Proposal.
SEPP No 65 Design Quality of Residential Flat Development	✓	Detailed compliance with SEPP 65 will be demonstrated at the time of making a development application for the site facilitated by this Planning Proposal.
SEPP No.70 Affordable Housing (Revised Schemes)	N/A	Not relevant to the Planning Proposal.
SEPP (Affordable Rental Housing) 2009	N/A	Not relevant to the Planning Proposal.
SEPP (BASIX) 2004	N/A	Detailed compliance with SEPP (BASIX) will be demonstrated at the time of making a development application for the site facilitated by this Planning Proposal.
SEPP (Exempt and Complying Development Codes) 2008	✓	May apply to future development of the site.
SEPP (Infrastructure) 2007	✓	May apply to future development of the site.
Sydney Regional Environmental Plan No 18– Public Transport Corridors	N/A	Not relevant to the Planning Proposal.
Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005	N/A	The proposed development is not located directly on the Sydney Harbour Catchment foreshore. Any potential impacts as a result of development on the site, such as stormwater runoff, will be considered and addressed appropriately at DA stage.
SEPP (Urban Renewal) 2010	✓	Not relevant to the Planning Proposal.

3.2.3. Is the planning proposal consistent with applicable Ministerial Directions (s.9.1 directions)

In accordance with Clause 9.1 of the *EP&A Act 1979* the Minister issues directions for the relevant planning authorities to follow when preparing planning proposals for new LEPs. The directions are listed under the following categories:

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- Employment and resources
- Environment and heritage
- Housing, infrastructure and urban development
- Hazard and risk
- Housing, Infrastructure and Urban Development
- Local plan making

The following directions are considered relevant to the subject Planning Proposal.

Table 6 – Consistency of planning proposal with relevant Section 9.1 Directions

Relevant Direction	Comment	Compliance
1. Employment and Resources		
Direction 1.1 – Business and Industrial Zones	The subject site is not in an employment zone. The Ministerial Direction is not relevant for the Planning Proposal.	Yes
2. Environment and Heritage		
Direction 2.3 - Heritage Conservation	<p>The subject site is located in the Harris Park precinct which contains some of the most important parts of Parramatta's heritage. Whilst the site does not contain a heritage item, it is within close proximity to several heritage items and is located within the special areas of the Harris Park Precinct, being the 'Area of National Significance' and the Harris Park River Area' under the PDCP. The site is also in an area with significant historic view corridors identified in the PDCP.</p> <p>The proposal seeks to increase the height of building control from RL 14 to 17m. This increased height is considered minor particularly in relation to the existing 4-storey residential flat building to the west of the site and to the B4 zone to the east of the site.</p> <p>That said, the site does not contain a heritage item, it does not impede on any identified view corridors, it retains the frame view from Alfred Street and is of a similar scale to the properties to the west and south.</p> <p>Further investigations in relation to the State significant archaeology will be assessed as part of any future Gateway Determination condition or as a requirement at the DA stage.</p>	Yes
3. Housing, Infrastructure and Urban Development		
Direction 3.1 - Residential Zones	<p>The Planning Proposal is consistent with this direction, in that it:</p> <ul style="list-style-type: none"> • facilitates additional housing in close proximity to the Parramatta CBD that is currently not provided on the site • provides residential development in an existing urban area that will be fully serviced by existing infrastructure and future infrastructure, including the Parramatta Light Rail and Alfred Street PCB 	Yes
Direction 3.4 - Integrating Land Use and Transport	<p>The Planning Proposal is consistent with this direction, in that it:</p> <ul style="list-style-type: none"> • will provide new dwellings in close proximity to future public transport links • will enable residents to walk or cycle to work if employed in the Parramatta City Centre or 	Yes

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	<ul style="list-style-type: none"> • makes more efficient use of space and infrastructure by increasing densities on an underutilised site. 	
4. Hazard and Risk		
Direction 4.1 - Acid Sulfate Soils	The site is identified as Class 4 on the Acid Sulfate Soils Map in Parramatta Local Environmental Plan 2011. Acid sulfate soils are generally not found in the first 2 metres of Class 4 areas. However, this will be addressed further at the development application stage.	Yes
Direction 4.3 - Flood Prone Land	<p>The site is located in a flood prone area and is affected by the Probable Maximum Flood.</p> <p>As per Council's flood requirements, a minimum flood planning level, which is the 1:100 year flood level plus 0.5m, is required. This translates to a flood planning level of RL 5.6 as required for the site. The proposal indicates a ground floor of RL 5.62, hence it is compliant in this regard.</p> <p>Any potential impacts as a result of development on the site, such as stormwater runoff, will be considered and addressed appropriately at DA stage. This will also include any design detail required to ensure compliance with Council's water management controls within the Parramatta DCP 2011.</p>	Yes
5. Local Plan Making		
Direction 6.1 - Approval and Referral Requirements	The Planning Proposal does not introduce any provisions that require any additional concurrence, consultation or referral.	Yes
Direction 6.3 - Site Specific Provisions	The Planning Proposal does not introduce any site specific provisions.	Yes
6. Metropolitan Planning		
Direction 7.1 - Implementation of A Plan for Growing Sydney	The Planning Proposal is consistent with the principles, directions and priorities prescribed in the Plan for Growing Sydney.	Yes
Direction 7.5 – Implementation of Greater Parramatta Priority Growth Area Interim Land Use and Infrastructure Implementation Plan	The subject site is located within the Greater Parramatta Priority Growth Area. The proposal is consistent with the Interim and achieves the overall intent of the Interim Plan while ensuring the overall objectives, planning principles and priorities for the GPOP are able to be met.	Yes

3.3. Section C – Environmental, social and economic impact

This section considers the potential environmental, social and economic impacts which may result from the Planning Proposal.

3.3.1. Is there any likelihood that critical habitat or threatened species, populations or ecological communities, or their habitats, will be adversely affected as a result of the proposal?

The site is located in an existing residential zone and it is unlikely to contain critical habitat or threatened species, populations or ecological communities, or their habitats.

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3.3.2. Are there any other likely environmental effects as a result of the planning proposal and how are they proposed to be managed?

The main potential environmental impacts to be examined in detail with any future development proposal for the site are:

Heritage

The subject site is located in the Harris Park Precinct and is in the special areas of 'Area of National Significance' and the 'Harris Park River Area', as identified in the Parramatta DCP. It is also in an area that has significant historic view corridors.

As discussed above, the proposed increase of height control from RL 14 to 17m is considered a minor increase and provides an appropriate transition, particularly in relation to the existing 4-storey development to the west of the site and the 13-storey development to the east of the site.

The site does not contain a heritage item, does not impede on any identified view corridors, retains the frame view corridor from Alfred Street to the Parramatta River and is of a similar scale to the properties to the west and south.

The site is located in an area of State significant archaeology, however, any future DA would need to be referred to the NSW Environment, Energy and Science prior to any works commencing for assessment of potential relics on the site and their conservation.

Urban Design and Built Form

The Planning Proposal seeks an increase of height from RL14 (approx. 9m) to 17m. The proposed height will allow a 5-storey residential flat building on the site.

The Proposal indicates a design that is consistent with the setback requirements under the Parramatta DCP, comprising 6m from the front, 4.5m from the west, 7m from the rear and 3m from the east. The 5th storey is setback approximately 15m from Noller Parade which will address impacts at the street level and provide for communal open space (refer to **Figure 2 and 3**).

The increased 5th storey setback is consistent with Part 2F and 3F of the Apartment Design Guide (ADG) where the 5th storey of a development requires a greater setback than the first 4 storeys in order to provide adequate building separation, which in this instance, is from the adjoining property to the west of the site.

The proposed height increase to 17m is considered to be a minimum increase in height from the existing 4-storey residential flat building to the west of the site and also ensures an appropriate transition to the B4 zone to the east.

PLANNING PROPOSAL – 22 Noller Parade, Parramatta



Figure 2 – Elevation of 22 Noller Parade, Parramatta from the east

Figure 3 – Setbacks from the 5th storey

PLANNING PROPOSAL – 22 Noller Parade, Parramatta

Flooding

The subject site is located within a flood prone area but is identified as being subject to low hazard flooding (see **Figure 4**). The site is also subject to the Probable Maximum Flood (PMF) (refer to **Figure 5**).



Figure 4 – Flooding hazard



Figure 5 – Flooding levels

Council's requirement is that any development must be at a flood planning level, which is the 1:100-year flood level plus 0.5m. This equates to a minimum required level of RL5.6. The proposal is compliant with Council's requirement as the ground level is proposed to be RL5.62.

The reference design indicates a two-storey basement car park to accommodate 20 car parking space. Any future development would require exclusion of flood waters from the basement to the PMF. This matter can be addressed at the DA stage.

Similarly, a comprehensive flood emergency response plan would be required to support any future DA on this site and would likely involve a combination of evacuation and shelter-in-place strategies.

Transport and Accessibility

The subject site is located in an accessible area and is within 1km of the Parramatta CBD which is accessible by walking or cycling. This accessibility will be further enhanced with the future Parramatta Light Rail and Alfred Street pedestrian cycle bridge. This will be discussed in further more below in the section 3.4.1 relating to public infrastructure.

Council's Senior Traffic and Transport Engineer has reviewed the traffic generation of the proposal and has considered that it will not be significant. Furthermore, 20 car parking spaces are proposed which is in keeping with the minimum requirements under the Parramatta DCP. In this regard, traffic generation is considered minor and acceptable.

3.3.3. How has the planning proposal adequately addressed any social and economic effects?

The Planning Proposal seeks to provide 16 dwellings in an area which is within 1km from the Parramatta CBD and is well within the State Government's target for a 30-minute city to a major centre. This is an appropriate location for housing which is close to the Parramatta CBD and a major transport interchange for connectivity to other centres which allows for greater accessibility to jobs.

A social benefit of the proposal is that as part of Council's adopted Planning Agreements Policy, 10% of the 50% land value uplift will be used towards Council's adopted affordable housing policy, either in the form of a unit or a monetary contribution.

3.4. Section D – State and Commonwealth Interests

3.4.1. Is there adequate public infrastructure for the planning proposal?

Alfred Street Pedestrian-Cycle Bridge

The subject site is located adjacent to the southern landing of the future Alfred Street pedestrian-cycle bridge (PCB) (refer to **Figure 6**). This will be a significant piece of infrastructure that will provide a north-south connection over the Parramatta River at Rosehill and new pedestrian and cycle paths. This will increase accessibility to the site and provide greater opportunity and encouragement for active transport patronage.



Figure 6 – Site at 22 Noller Parade, Parramatta subject to the planning proposal

PLANNING PROPOSAL – 22 Noller Parade, Parramatta

As part of the new PCB project, the northern end of Alfred Street (i.e. the southern landing of the PCB) is proposed to be closed as a road and converted into a shared vehicle and pedestrian zone. The subject site is outside the scope of the PCB project which will maintain access to the subject site from Alfred Street.

The Planning Proposal, however, seeks to relocate its main access to the site from Alfred Street to Noller Parade to provide an opportunity to convert the southern landing area to a fully pedestrianised area. This will not only provide a larger public domain area but will also enhance activation at street level and use of the Parramatta River foreshore area.

Parramatta Light Rail

The subject site is also in close proximity to the future Parramatta Light Rail (PLR) 'Tramway Avenue' stop (refer to **Figure 7**). The PLR will significantly improve accessibility to and from the site to the Parramatta CBD and other centres by providing ample public transport to and from the site as well as encouraging its use.

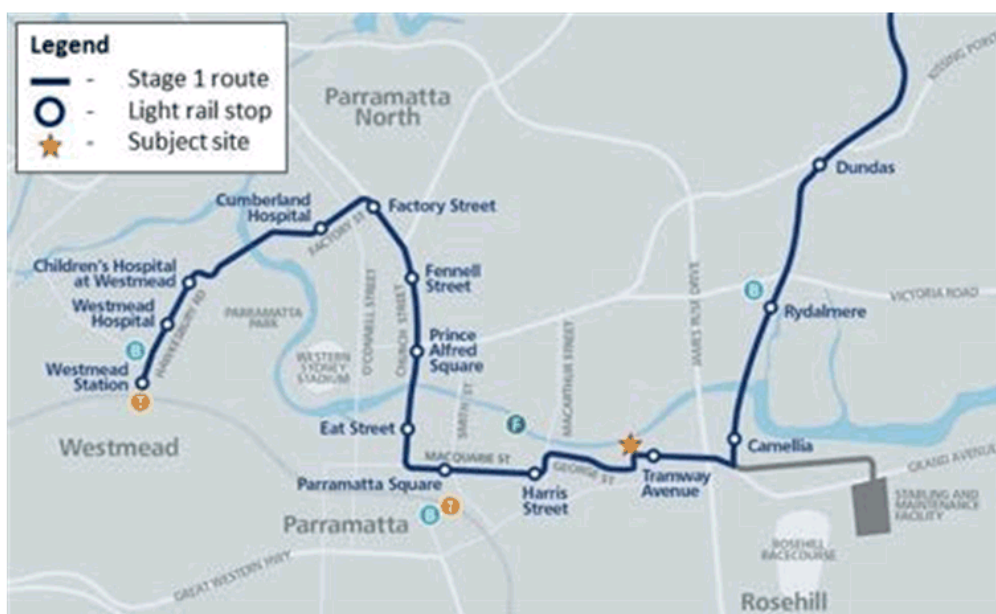


Figure 7 – PLR Stage 1 map

3.4.2. What are the views of State and Commonwealth public authorities consulted in accordance with the gateway determination?

Consultation with the State and Commonwealth public authorities will be undertaken once the gateway determination has been issued.

PLANNING PROPOSAL – 22 Noller Parade, Parramatta

PART 4 – MAPPING

This section contains the mapping for this planning proposal in accordance with the DP&E's guidelines on LEPs and Planning Proposals. **Existing controls**

This section illustrates the current *PLEP 2011* controls which apply to the site.

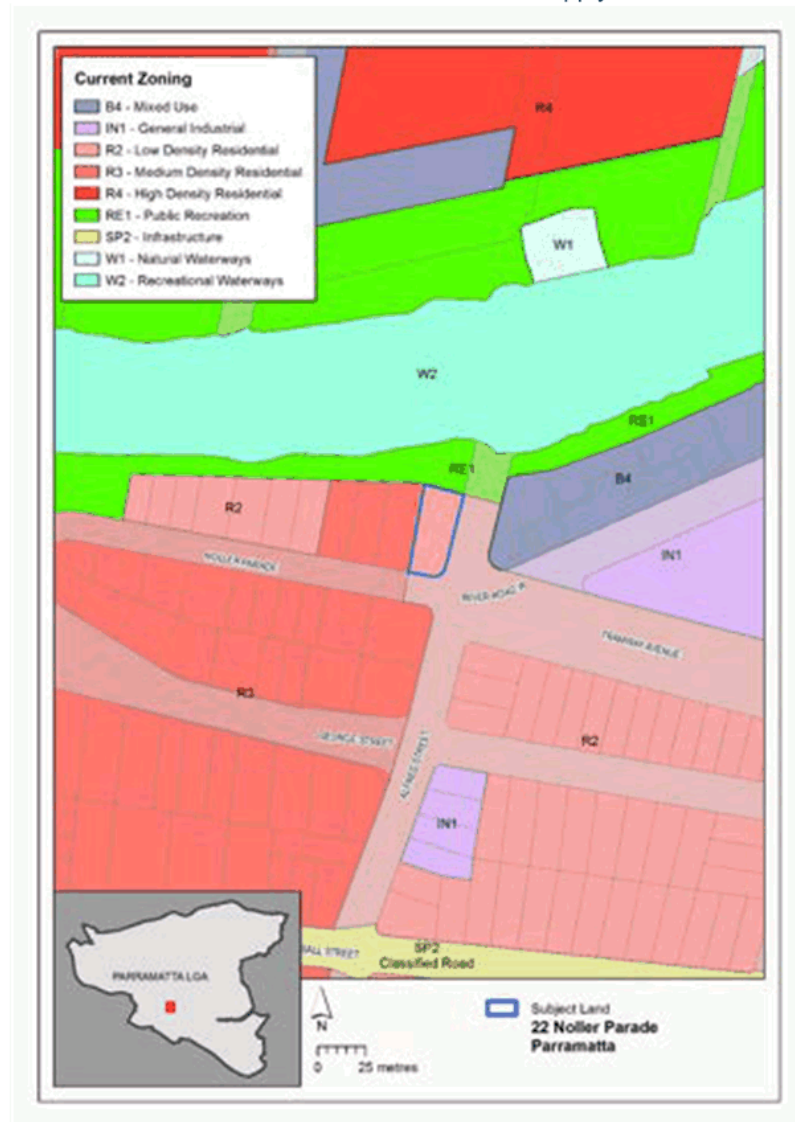


Figure 8 – Existing zoning extracted from *Parramatta LEP 2011* Land Zoning Map

Figure 8 illustrates the existing R2 Low Density Residential zone. The surrounding area is a mixture of R2 Low Density Residential to the south east, R3 Medium Density Residential to the west, B4 Mixed Use and IN1 General Industrial to the east and RE1 Public Recreation to the north.

PLANNING PROPOSAL – 22 Noller Parade, Parramatta



Figure 9 – Existing building heights extracted from *Parramatta LEP 2011* Height of Buildings Map

Figure 9 illustrates the existing maximum Height of Building control of RL14 (approx. 9m).

PLANNING PROPOSAL – 22 Noller Parade, Parramatta

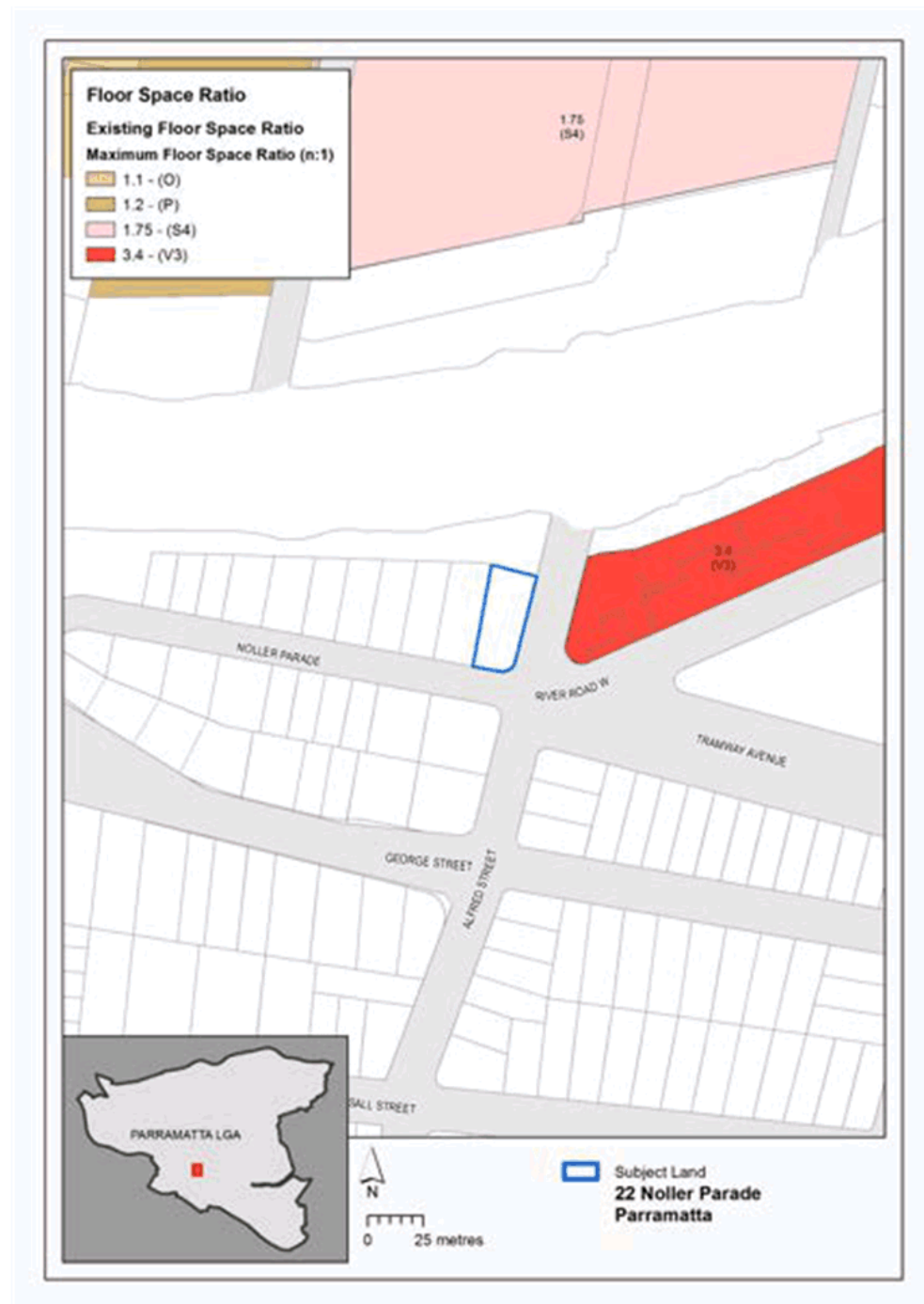


Figure 10 – Existing floor space ratio extracted from the *Parramatta LEP 2011* Floor Space Ratio Map

Figure 10 illustrates the existing maximum Floor Space Ratio control on the site. Currently there is no FSR control.

PLANNING PROPOSAL – 22 Noller Parade, Parramatta



Figure 11 – Existing heritage items extracted from the *Parramatta LEP 2011* Heritage Map

Figure 11 above illustrates the site and its proximity to a number of heritage items. As discussed above in Section 3.3.2, the site does not contain a heritage item but is close to a number of items, including the State heritage item Elizabeth Farm.

PLANNING PROPOSAL – 22 Noller Parade, Parramatta



Figure 12 – Existing flooding extant extracted from the *Parramatta LEP 2011* Flooding Map

Figure 12 above illustrates the flooding extant in the vicinity of the site. As discussed above in Section 3.3.2, the land is subject to the PMF and is in a low hazard area (refer to **Figure 4**).

PLANNING PROPOSAL – 22 Noller Parade, Parramatta

4.2 Proposed controls

The figures in this section illustrate the proposed rezoning, increase in maximum height of building control, and inclusion of a maximum FSR control.



Figure 13 – Proposed amendment to the *Parramatta LEP 2011 Zoning Map*

Figure 13 above illustrates proposed R4 High Density Residential zoning over the site. The R4 zone would allow for a residential flat building on the site in a manner consistent with the surrounding context.

PLANNING PROPOSAL – 22 Noller Parade, Parramatta

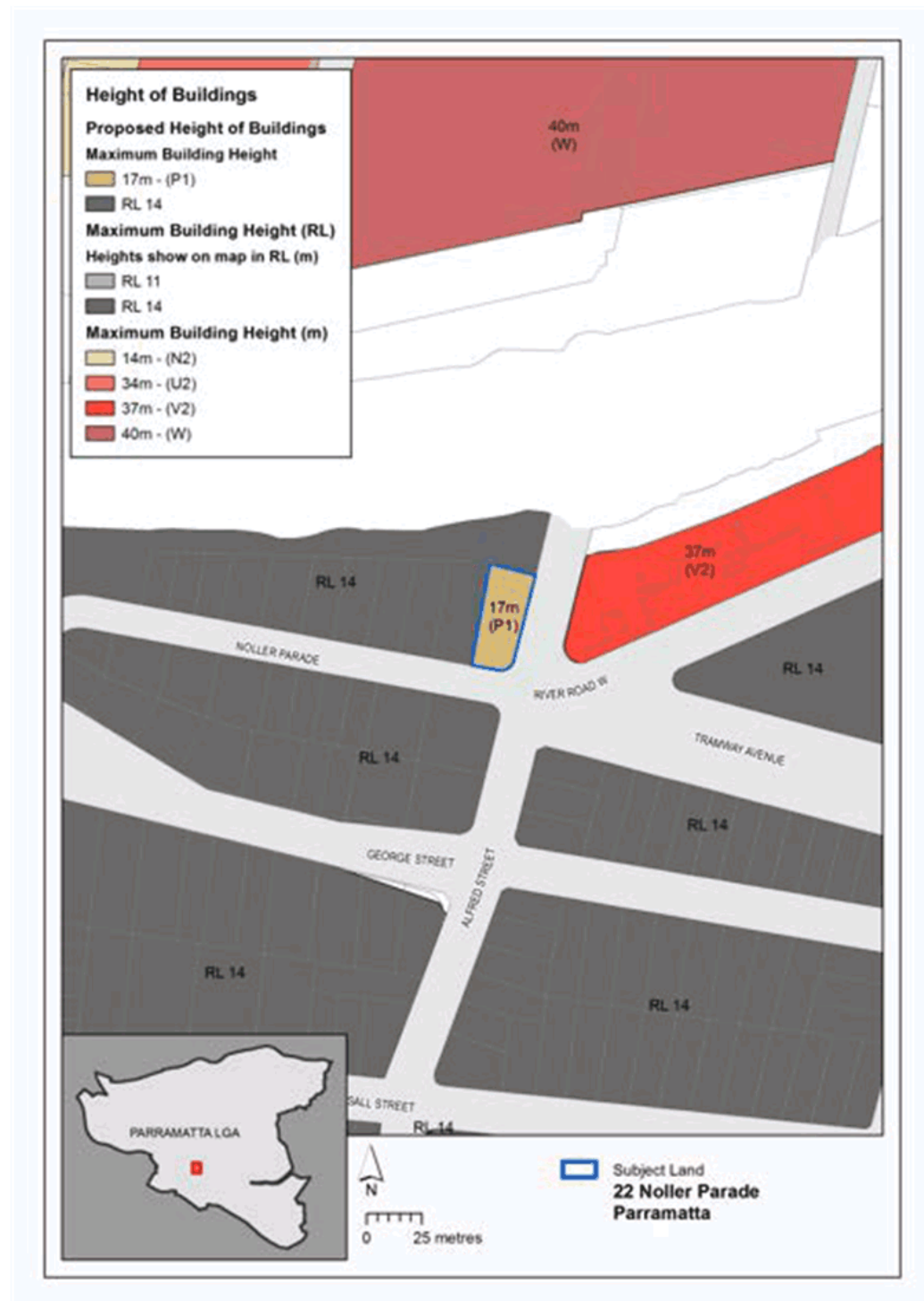


Figure 14 – Proposed amendment to the *Parramatta LEP 2011* Height of Building Map

Figure 14 above illustrates the proposed maximum 17m building height control over the site which would enable a 5-storey development.

PLANNING PROPOSAL – 22 Noller Parade, Parramatta

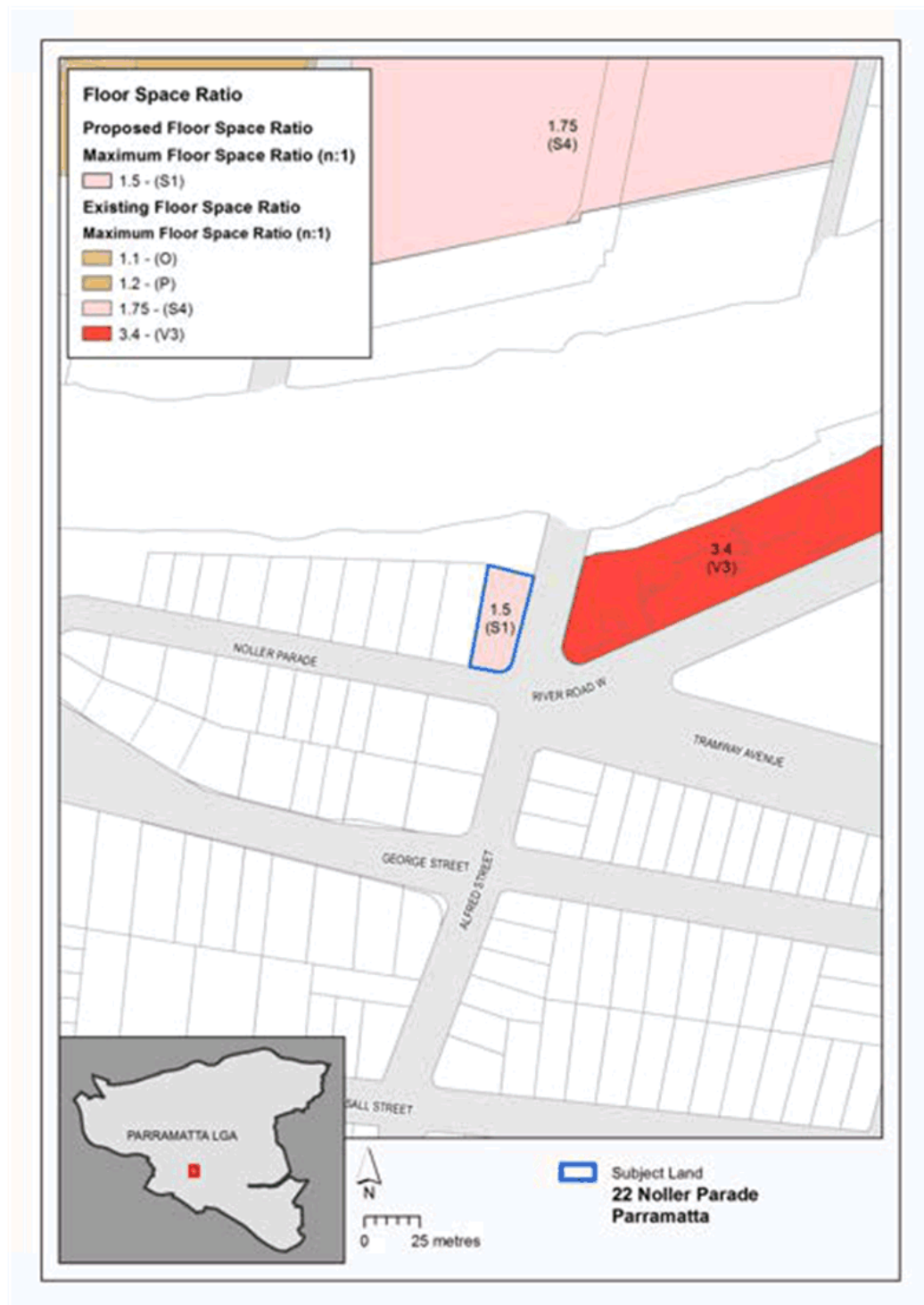


Figure 15 – Proposed amendment to the *Parramatta LEP 2011* Floor Space Ratio Map

Figure 15 above illustrates the proposed 1.5:1 maximum FSR control over the site. The 1.5:1 FSR control would allow for approximately 16 dwellings on the site.

PLANNING PROPOSAL – 22 Noller Parade, Parramatta

PART 5 – COMMUNITY CONSULTATION

The planning proposal (as revised to comply with the Gateway determination) is to be publicly available for community consultation.

Public exhibition is likely to include:

- newspaper advertisement;
- display on the Council's web-site; and
- written notification to adjoining landowners.

The gateway determination will specify the level of public consultation that must be undertaken in relation to the planning proposal including those with government agencies.

Consistent with sections 3.34(4) and 3.34(8) of the *EP&A Act 1979*, where community consultation is required, an instrument cannot be made unless the community has been given an opportunity to make submissions and the submissions have been considered.

PLANNING PROPOSAL – 22 Noller Parade, Parramatta

PART 6 – PROJECT TIMELINE

Once the planning proposal has been referred to the Minister for review of the Gateway Determination and received a Gateway determination, the anticipated project timeline will be further refined, including at each major milestone throughout the planning proposal's process.

Table 7 below outlines the anticipated timeframe for the completion of the planning proposal.

Table 7 – Anticipated timeframe to planning proposal process

MILESTONE	ANTICIPATED TIMEFRAME
Report to LPP on the assessment of the PP	September 2019
Report to Council on the assessment of the PP	October 2019
Referral to Minister for review of Gateway determination	November 2019
Date of issue of the Gateway determination	February 2020
Date of issue or revised Gateway determination (if relevant)	-
Commencement and completion dates for public exhibition period	March/April 2020
Commencement and completion dates for government agency notification	March/April 2020
Consideration of submissions	May 2020
Consideration of planning proposal post exhibition and associated report to Council	June/July 2020
Submission to the Department to finalise the LEP	August 2020
Notification of instrument	September 2020

PLANNING PROPOSAL – 22 Noller Parade, Parramatta

Appendix 1 – Reference Design

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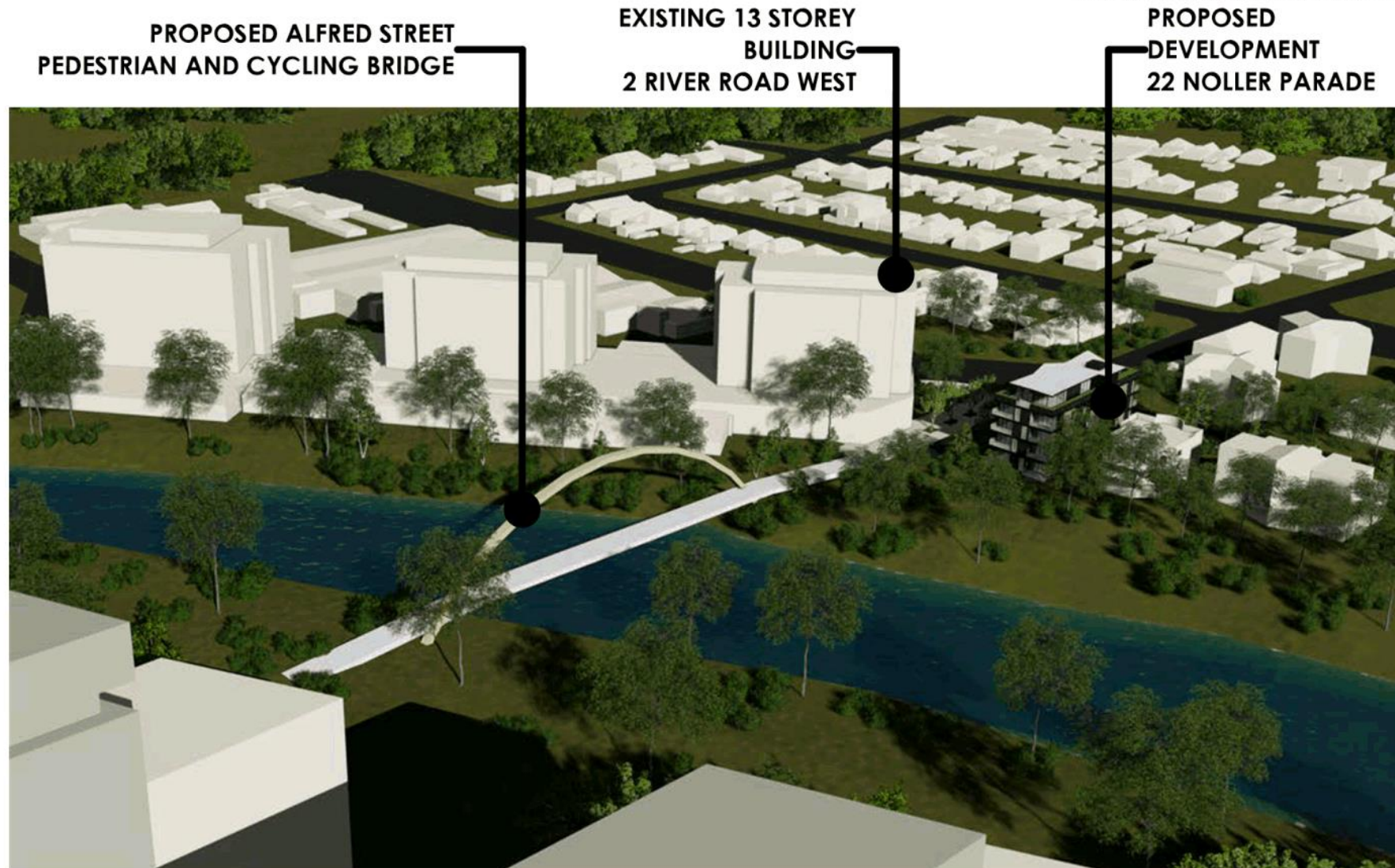
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01	3D VIEW CONTEXT
02	LOCATION PLAN
03	SITE ANALYSIS
04	BASEMENT PLAN 2
05	BASEMENT PLAN 1
06	GROUND FLOOR PLAN
07	LEVELS 1-3 TYPICAL APARTMENTS
08	LEVEL 4 - PENTHOUSE
09	SECTION A
10	SECTION B
11	EAST ELEVATION
12	SOUTH & NORTH ELEVATION
13	SHADOW IMPACT ANALYSIS 01 - 21ST JUNE
14	SHADOW IMPACT ANALYSIS 02 - 21ST JUNE
15	SHADOW IMPACT ANALYSIS 03 - 21ST DECEMBER
16	SHADOW IMPACT ANALYSIS 04 - 21ST DECEMBER
17	GFA DIAGRAMS
18	GFA & FSR SCHEDULE
19	ADG SOLAR ACCESS GROUND FLOOR - 21ST JUNE
20	ADG SOLAR ACCESS LEVELS 1-3 TYPICAL APARTMENTS - ...
21	ADG SOLAR ACCESS LEVEL 4 APARTMENTS - 21ST JUNE
22	CROSS VENTILATION DIAGRAMS
23	COMPLIANCE SCHEDULE
24	SURVEY



PLANNING PROPOSAL - RESIDENTIAL DEVELOPMENT

22 NOLLER PARADE, PARRAMATTA

SCHEME C
REVISION: P4



**ARCHITECTURE
+ INTERIORS**

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REV DESCRIPTION

BY DATE

CLIENT

VANTAGECORP PTY LTD

PROJECT TITLE

PROPOSED RESIDENTIAL DEVELOPMENT
22 NOLLER PARADE PARRAMATTA

DRAWING TITLE

3D VIEW CONTEXT

DRAWN BY

LL, AD, VW

CHECKED BY

PJ

SCALE

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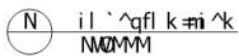
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P4
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ARCHITECTURE
+ INTERIORS

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PROJECT TITLE

PROPOSED RESIDENTIAL DEVELOPMENT
22 NOLLER PARADE PARRAMATTA

DRAWING TITLE

LOCATION PLAN

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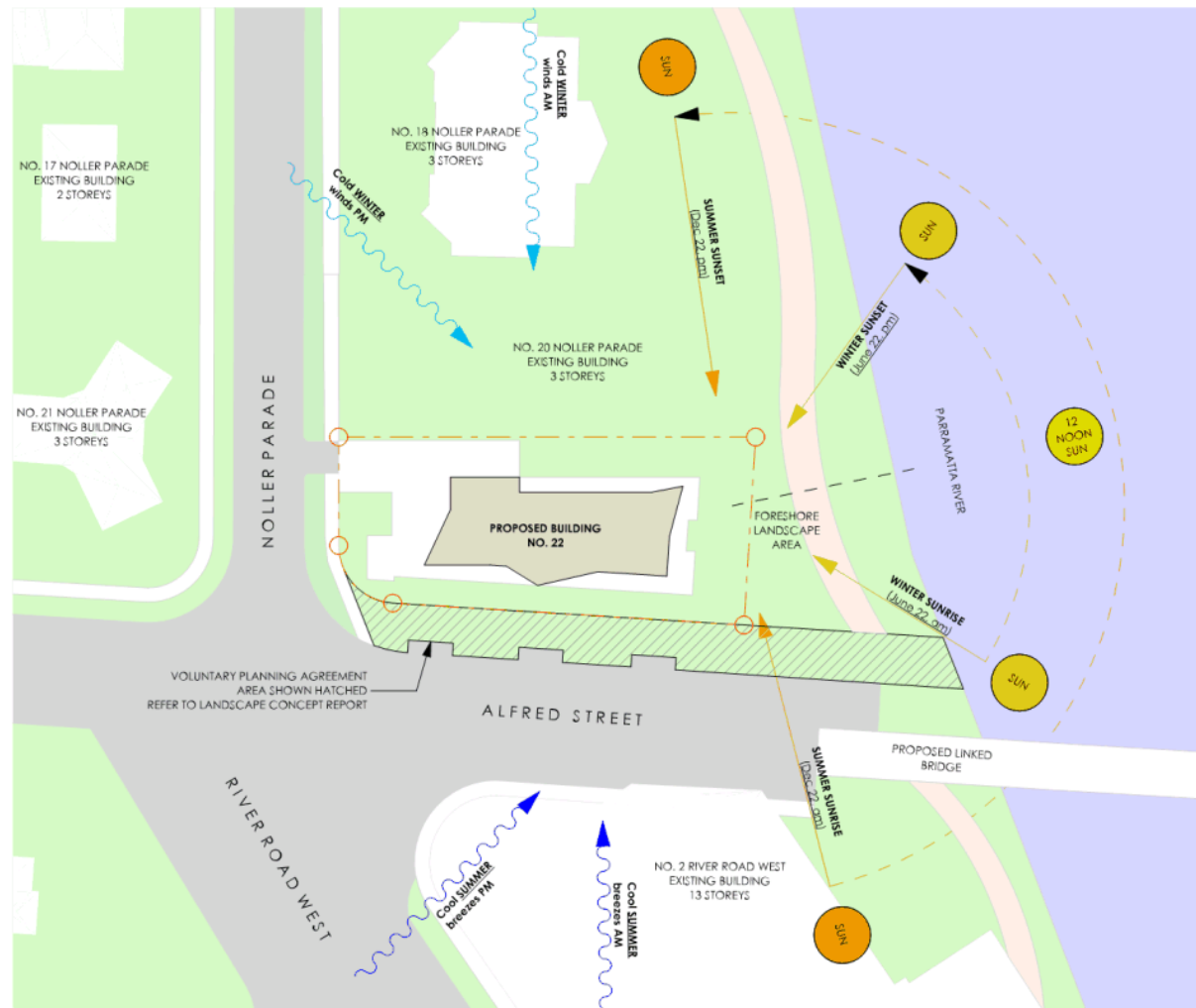
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1 SITE ANALYSIS PLAN
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PROJECT TITLE

PROPOSED RESIDENTIAL DEVELOPMENT
22 NOLLER PARADE PARRAMATTA

DRAWING TITLE

SITE ANALYSIS

NORTH POINT



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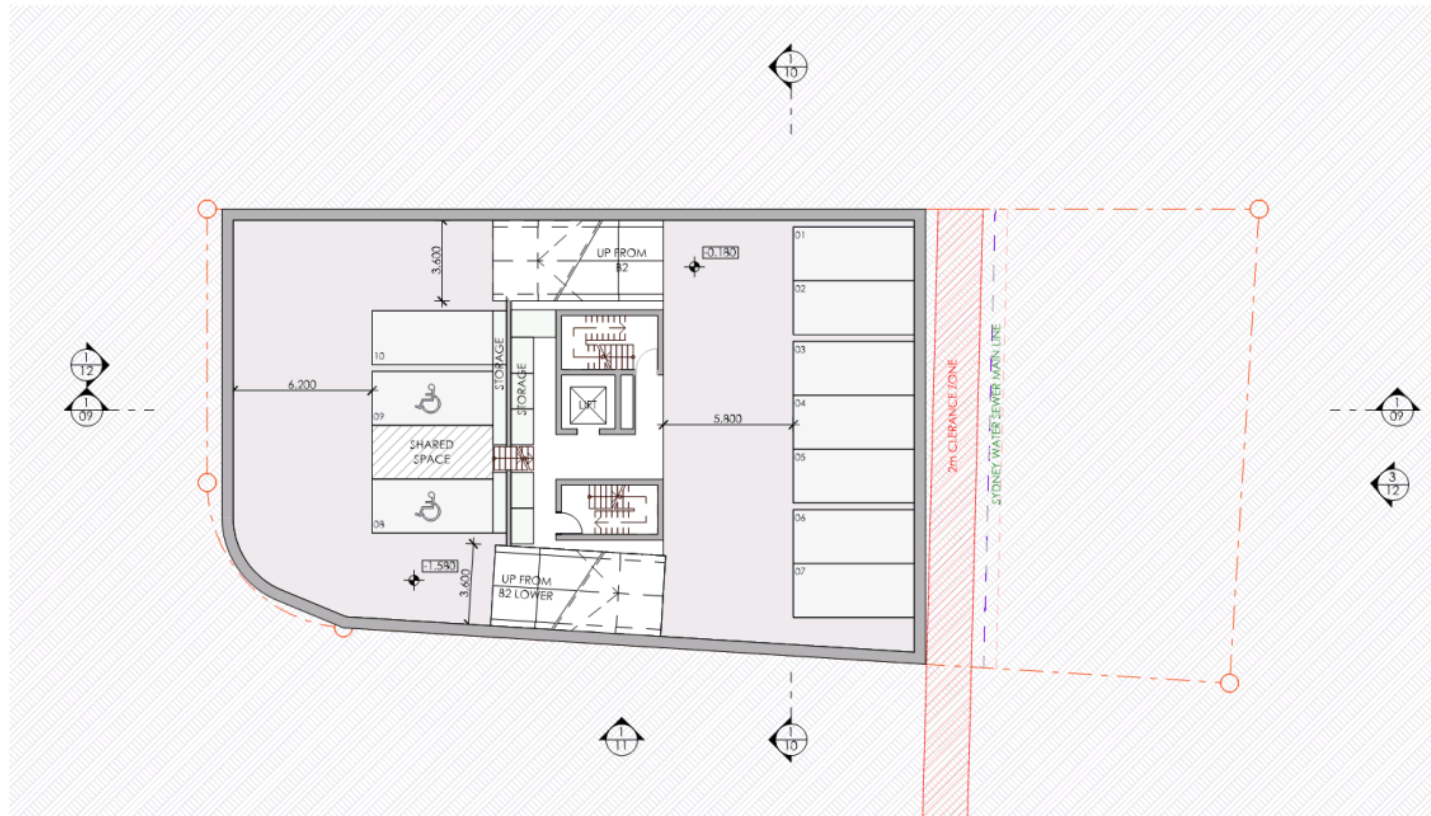
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1 BASEMENT 2
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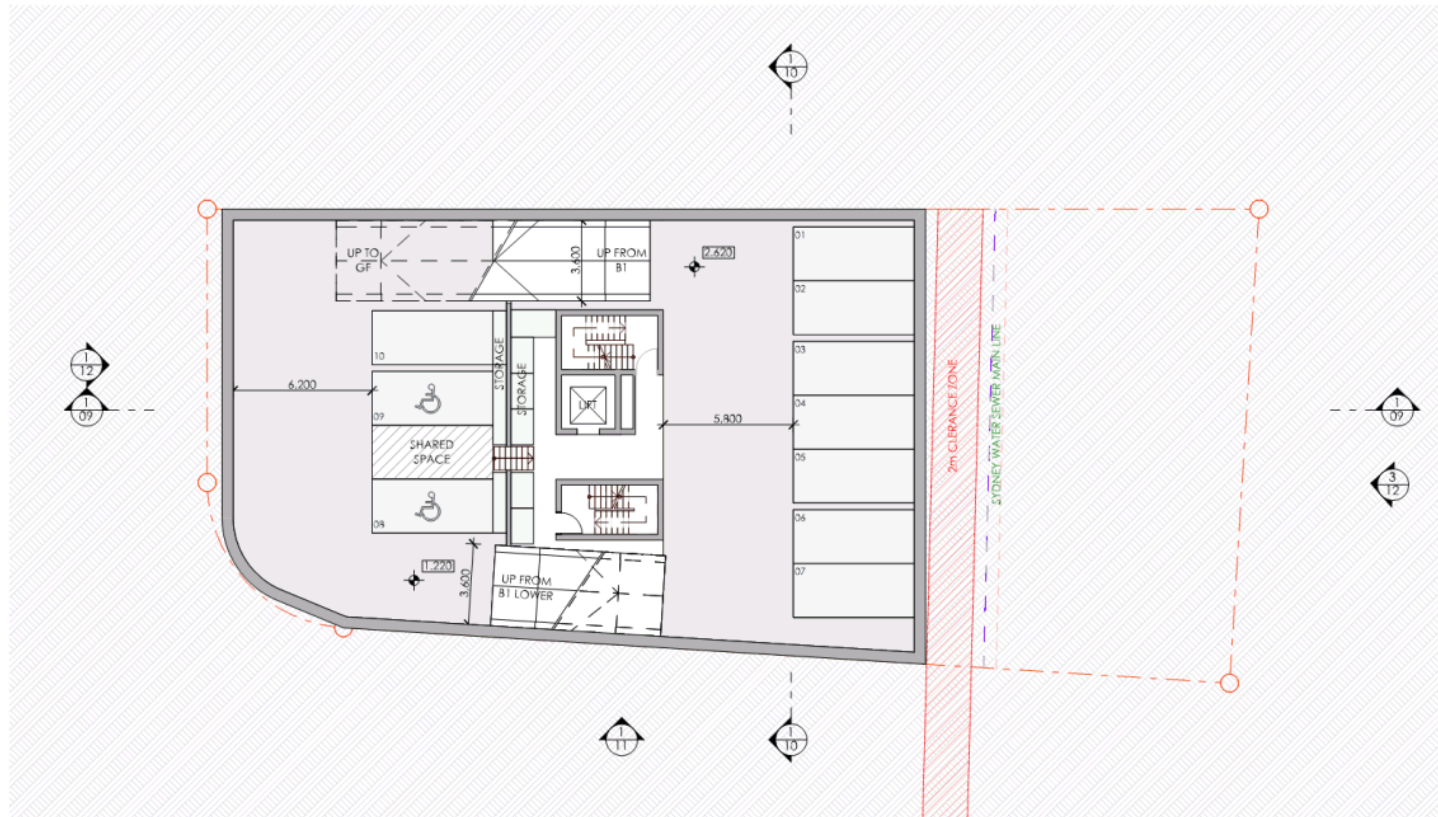
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22 NOLLER PARADE PARRAMATTA
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BASEMENT PLAN 2

NORTH POINT



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1 BASEMENT 1
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PROPOSED RESIDENTIAL DEVELOPMENT
22 NOLLER PARADE PARRAMATTA

DRAWING TITLE

BASEMENT PLAN 1

NORTH POINT



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PROJECT TITLE
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22 NOLLER PARADE PARRAMATTA

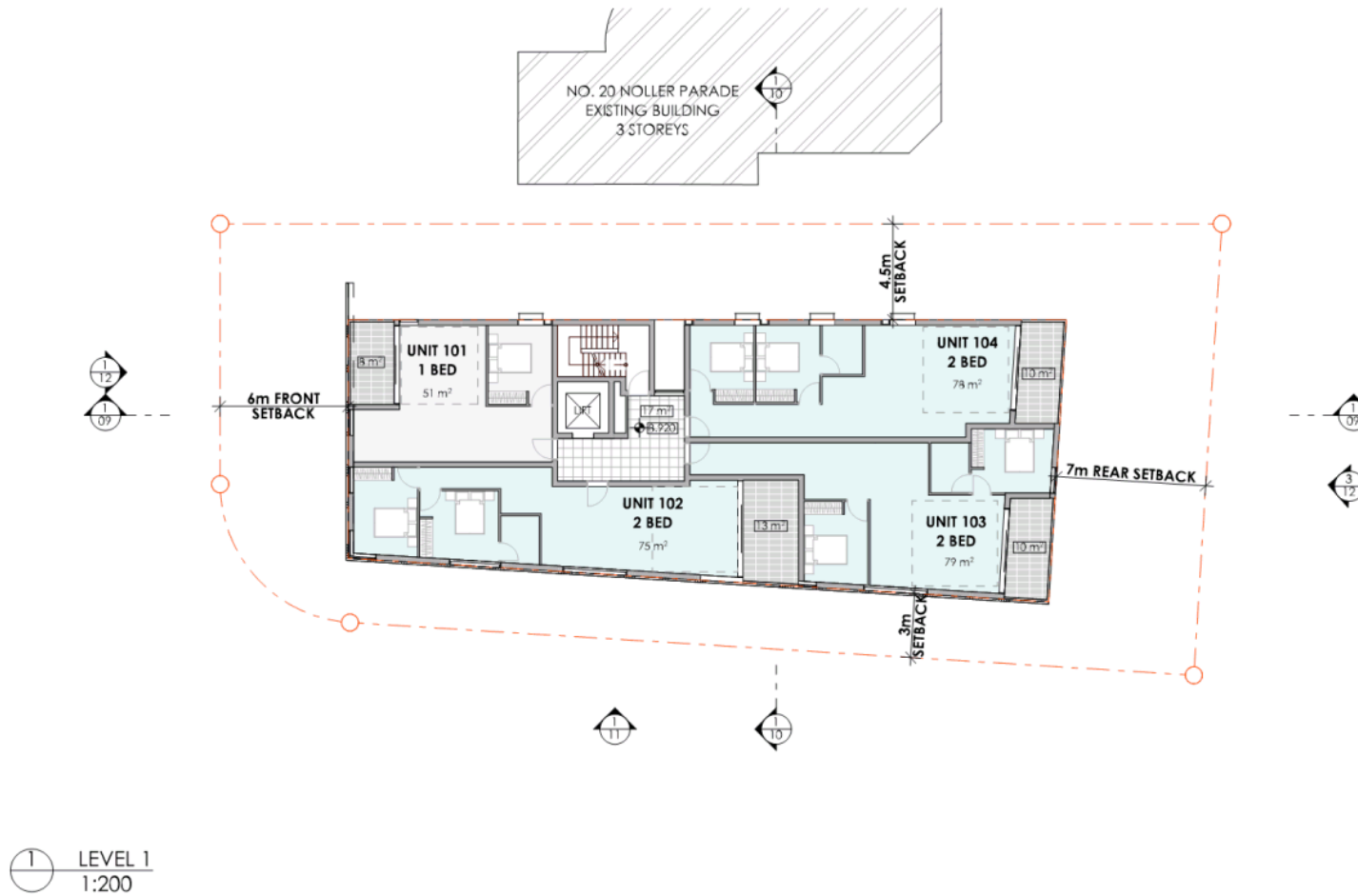
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PROJECT No: P351

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PROJECT TITLE

PROPOSED RESIDENTIAL DEVELOPMENT
22 NOLLER PARADE PARRAMATTA

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LEVEL 4 - PENTHOUSE

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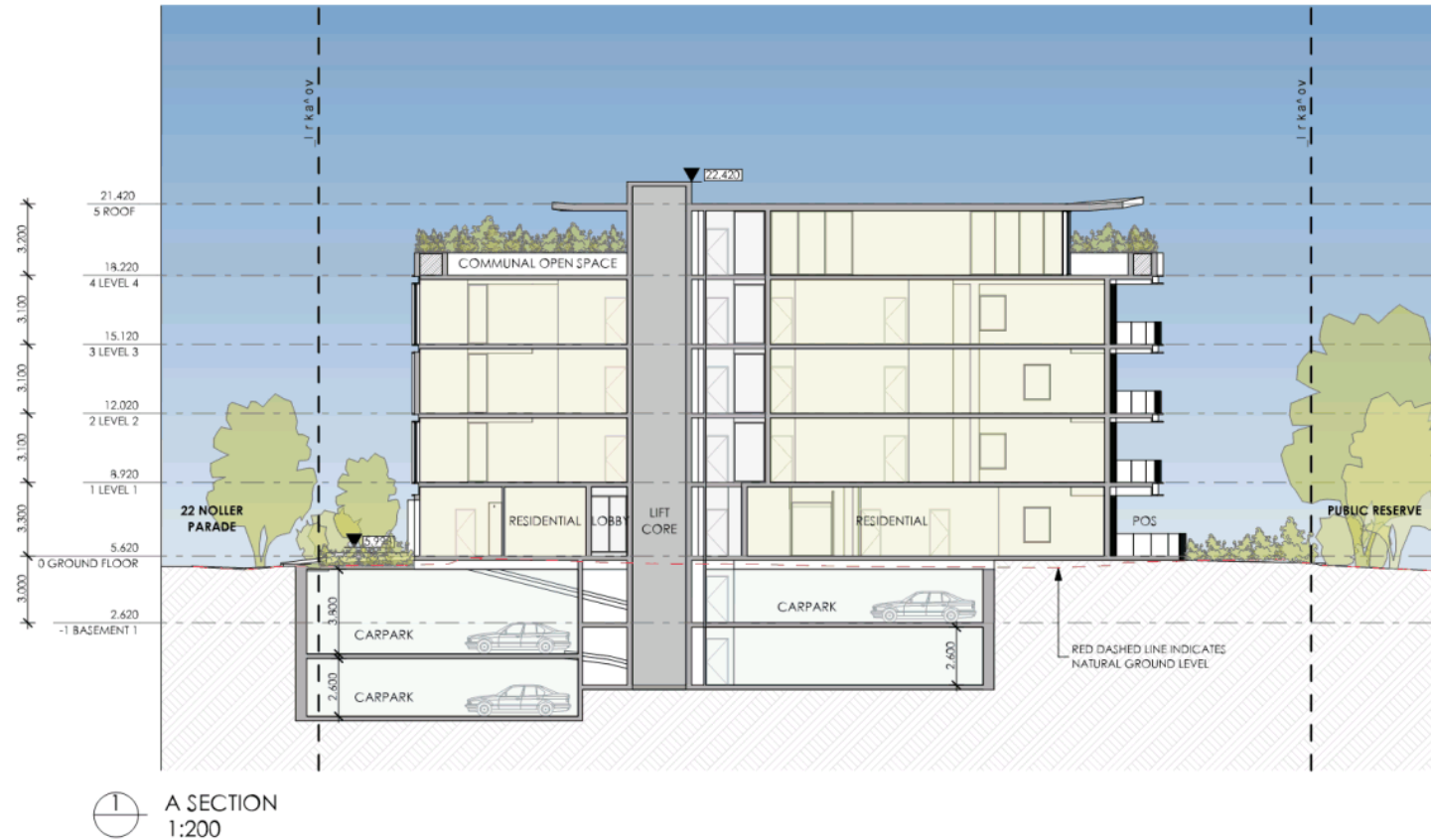
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APN 90 050 071 022

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PROJECT TITLE

PROPOSED RESIDENTIAL DEVELOPMENT
22 NOLLER PARADE PARRAMATTA

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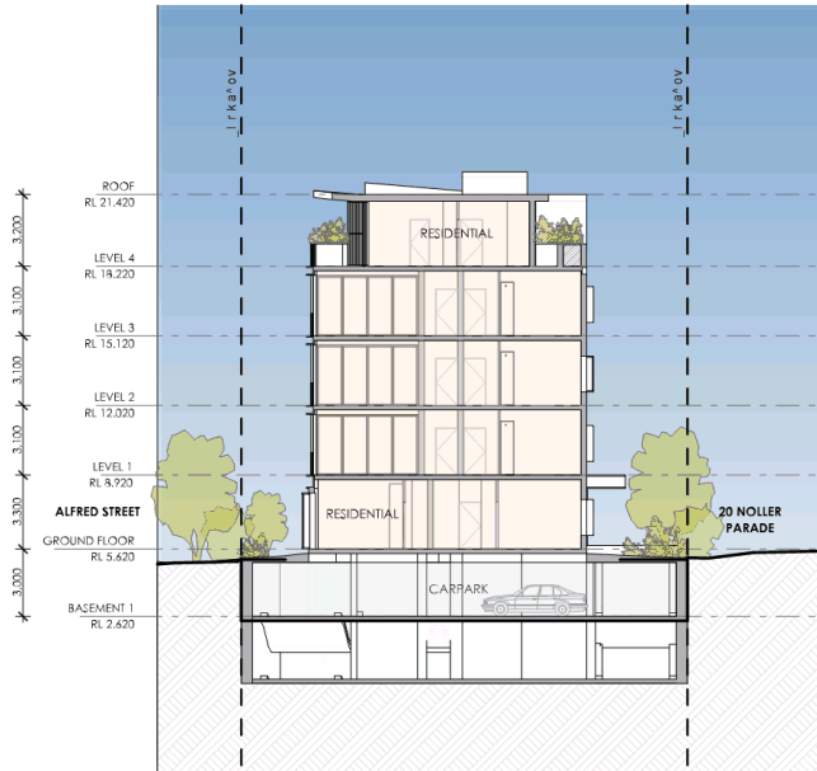
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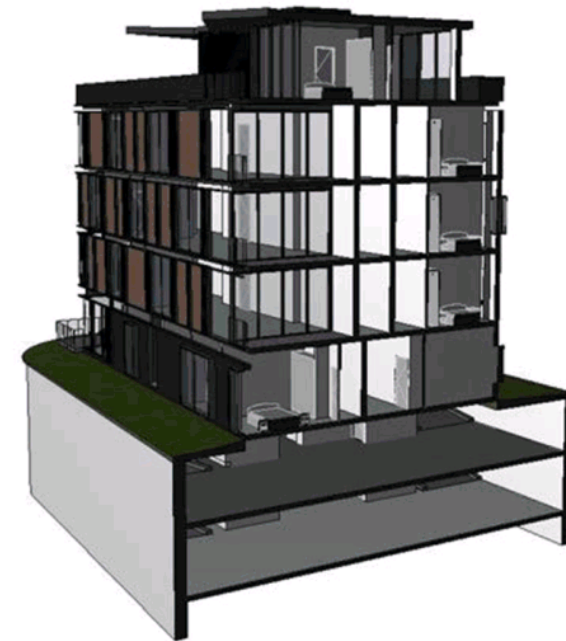
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1 B SECTION
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2 SECTION PERSPECTIVE



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CLIENT

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PROJECT TITLE

PROPOSED RESIDENTIAL DEVELOPMENT
22 NOLLER PARADE PARRAMATTA

DRAWING TITLE

SECTION B

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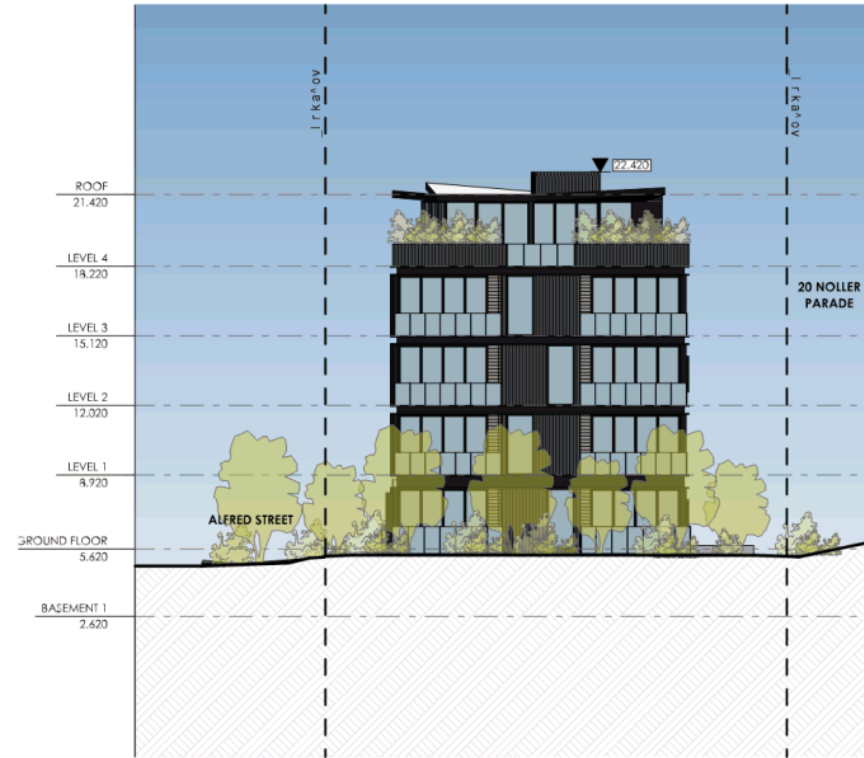


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1 SOUTH ELEVATION
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3 NORTH ELEVATION



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BY DATE

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PROJECT TITLE

PROPOSED RESIDENTIAL DEVELOPMENT
22 NOLLER PARADE PARRAMATTA

DRAWING TITLE

SOUTH & NORTH ELEVATION

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PROJECT NO

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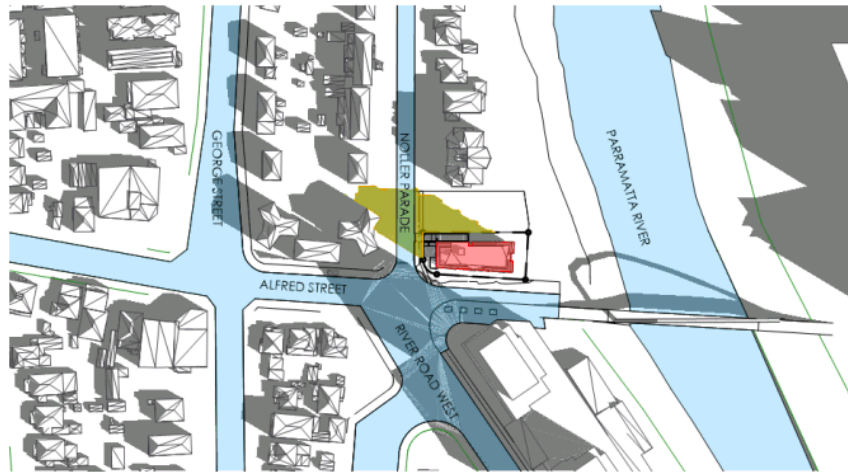
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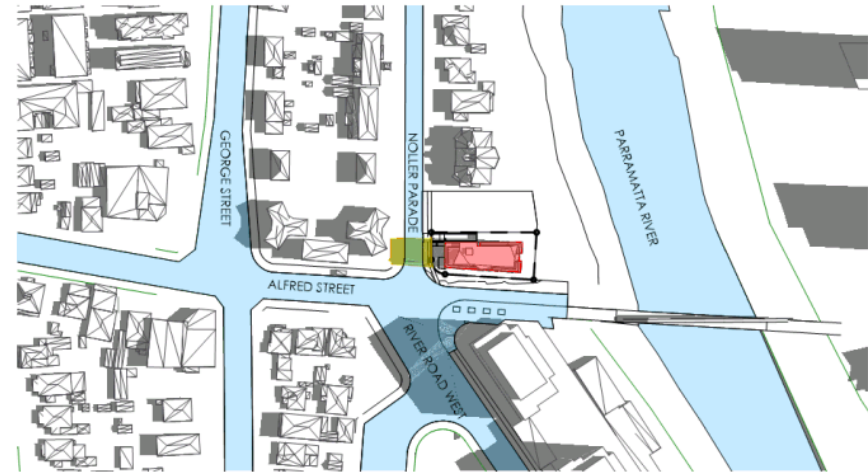
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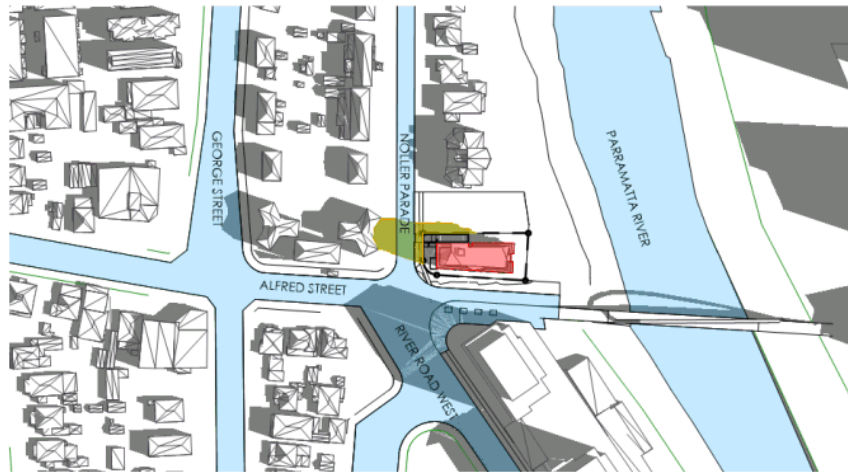
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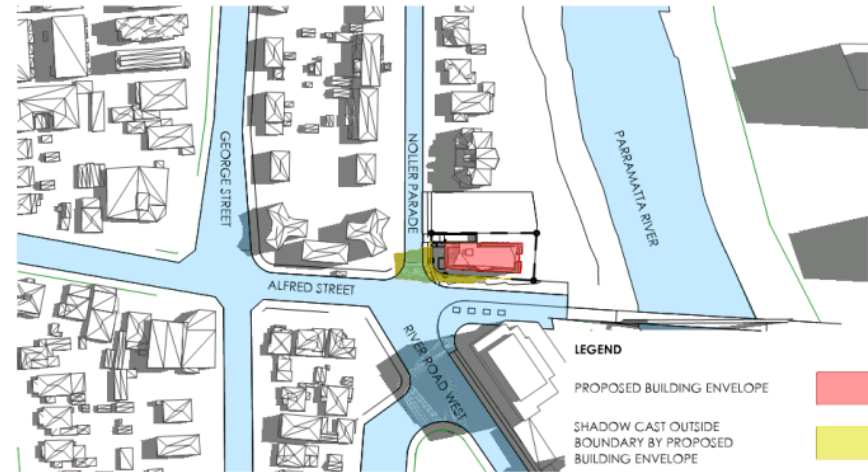
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2 SHADOW STUDY - 10AM
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4 SHADOW STUDY - 12PM
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LEGEND

- PROPOSED BUILDING ENVELOPE
- SHADOW CAST OUTSIDE BOUNDARY BY PROPOSED BUILDING ENVELOPE
- SHADOW CAST BY EXISTING BUILDING ENVELOPE



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REV DESCRIPTION

BY DATE

CLIENT

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PROJECT TITLE

PROPOSED RESIDENTIAL DEVELOPMENT
22 NOLLER PARADE PARRAMATTA

DRAWING TITLE

SHADOW IMPACT ANALYSIS 01 -
21ST JUNE

NORTH POINT



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PROJECT NO

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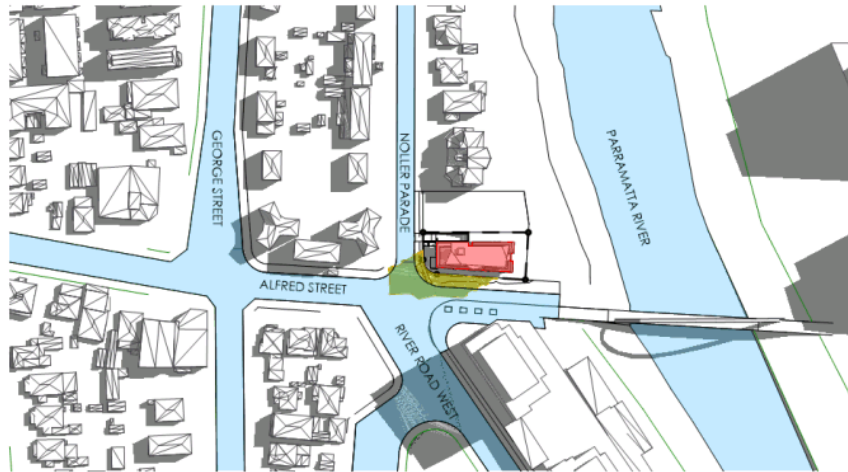
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P4

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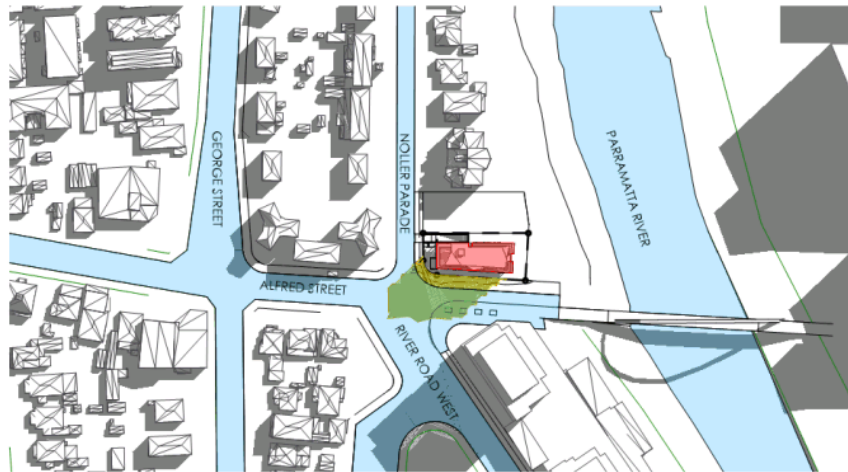
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3 SHADOW STUDY - 3PM
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2 SHADOW STUDY - 2PM
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LEGEND

PROPOSED BUILDING ENVELOPE



SHADOW CAST OUTSIDE
BOUNDARY BY PROPOSED
BUILDING ENVELOPE



SHADOW CAST BY EXISTING
BUILDING ENVELOPE



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Nominated Registered Architect, Peter Torral (reg no 5094)
APN 90 070 071 022

REV DESCRIPTION

BY DATE

CLIENT

VANTAGECORP PTY LTD

PROJECT TITLE

PROPOSED RESIDENTIAL DEVELOPMENT
22 NOLLER PARADE PARRAMATTA

DRAWING TITLE

SHADOW IMPACT ANALYSIS 02 -
21ST JUNE

NORTH POINT



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SCALE

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PROJECT NO

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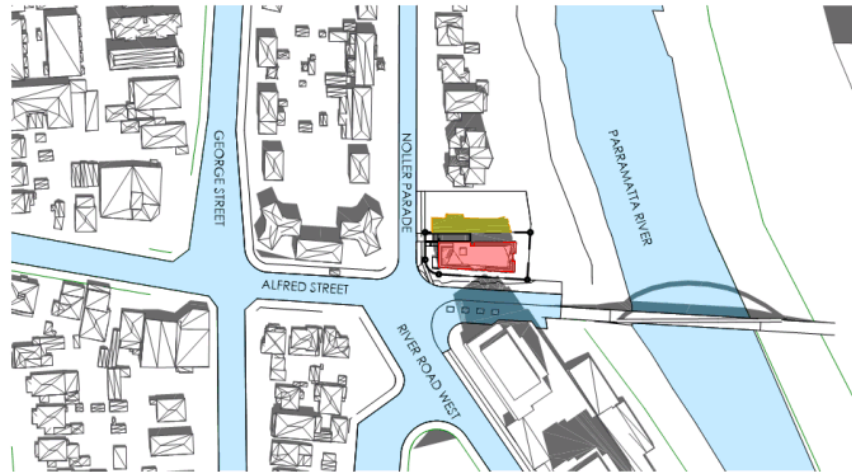
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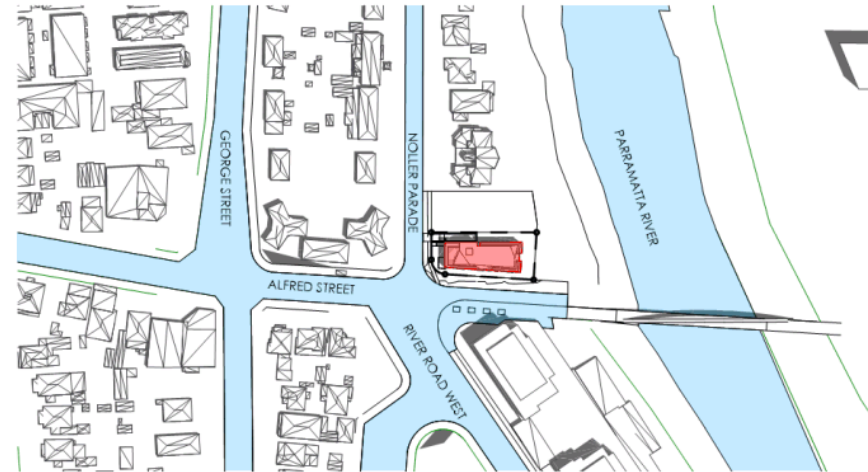
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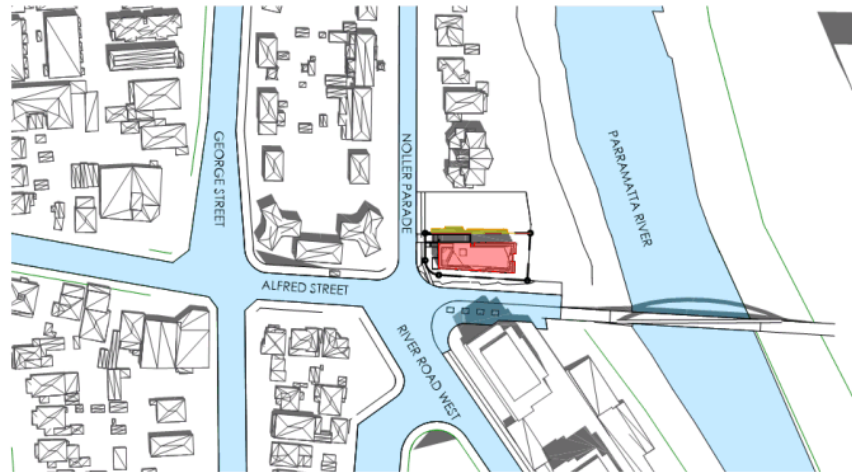
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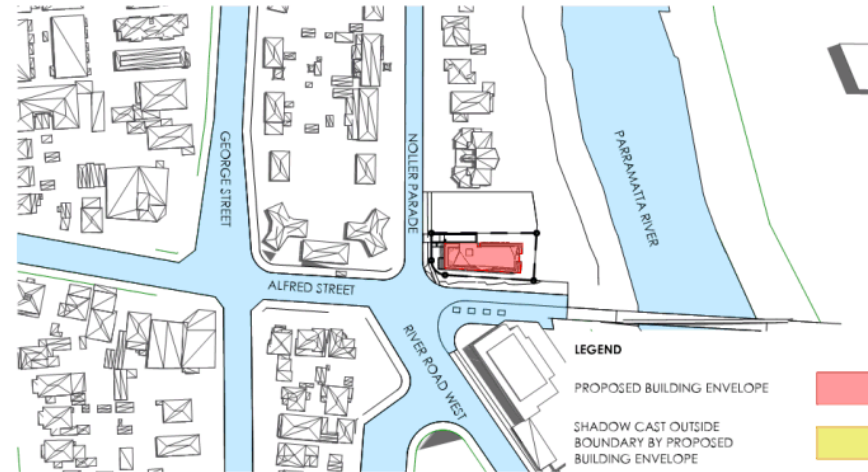
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4 SHADOW STUDY - 12PM
1:2000

LEGEND

PROPOSED BUILDING ENVELOPE

SHADOW CAST OUTSIDE
BOUNDARY BY PROPOSED
BUILDING ENVELOPE

SHADOW CAST BY EXISTING
BUILDING ENVELOPE



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Nominated Registered Architect, Peter Israel (reg no 50994)
ABN 90 070 071 022

REV DESCRIPTION

BY DATE

CLIENT

VANTAGECORP PTY LTD

PROJECT TITLE

PROPOSED RESIDENTIAL DEVELOPMENT
22 NOLLER PARADE PARRAMATTA

DRAWING TITLE

SHADOW IMPACT ANALYSIS 03 -
21ST DECEMBER

NORTH POINT



DRAWN BY

LL, AD, VW

CHECKED BY

PJ

SCALE

1:2000 AT A3

PROJECT NO

P351

PP

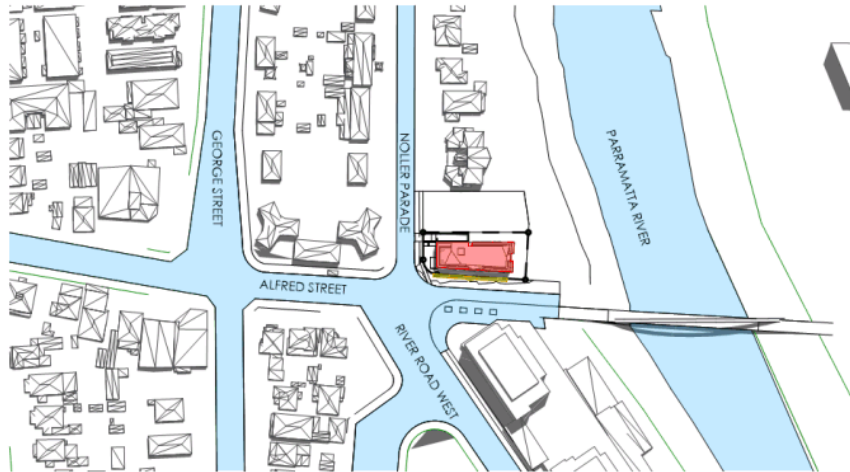
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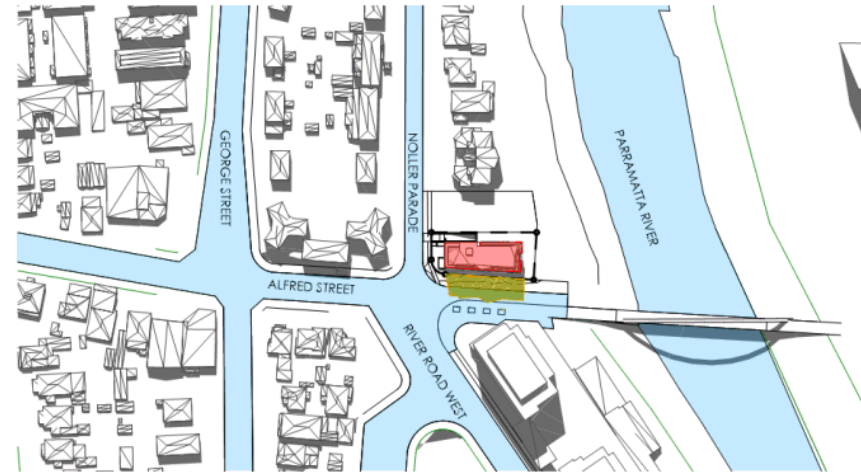
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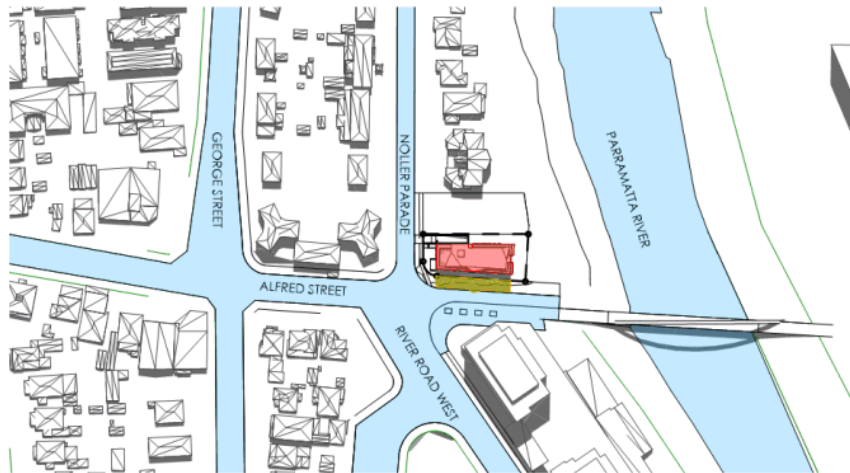
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1 SHADOW STUDY - 1PM
1:2000



3 SHADOW STUDY - 3PM
1:2000



2 SHADOW STUDY - 2PM
1:2000

LEGEND

PROPOSED BUILDING ENVELOPE



SHADOW CAST OUTSIDE
BOUNDARY BY PROPOSED
BUILDING ENVELOPE



SHADOW CAST BY EXISTING
BUILDING ENVELOPE



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BY DATE

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22 NOLLER PARADE PARRAMATTA

DRAWING TITLE

SHADOW IMPACT ANALYSIS 04 -
21ST DECEMBER

NORTH POINT



DRAWN BY

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PJ

SCALE

1:2000 AT A3

PROJECT NO

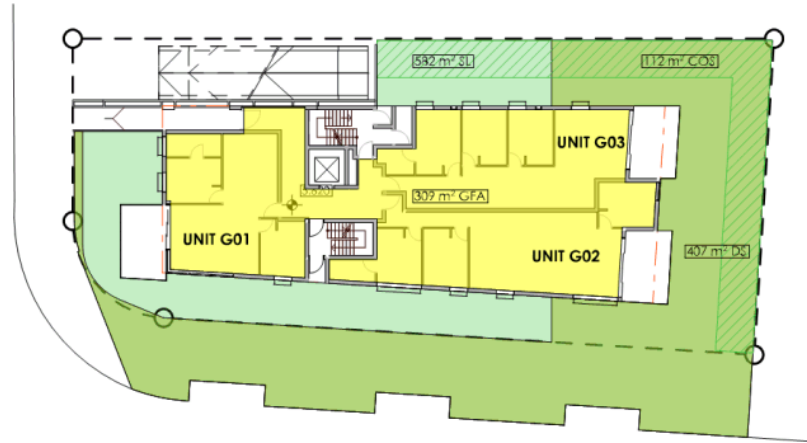
P351

PP
stage

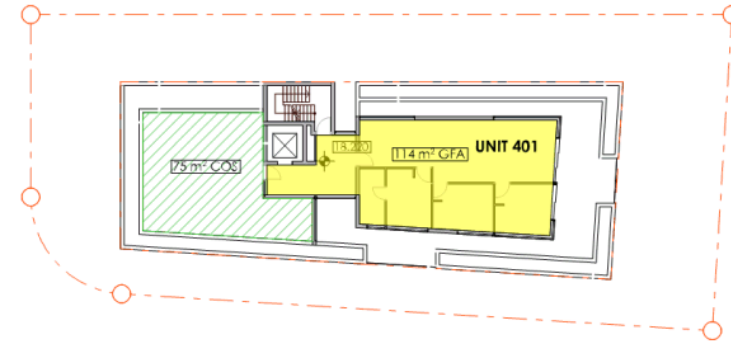
16
design

P4
submit

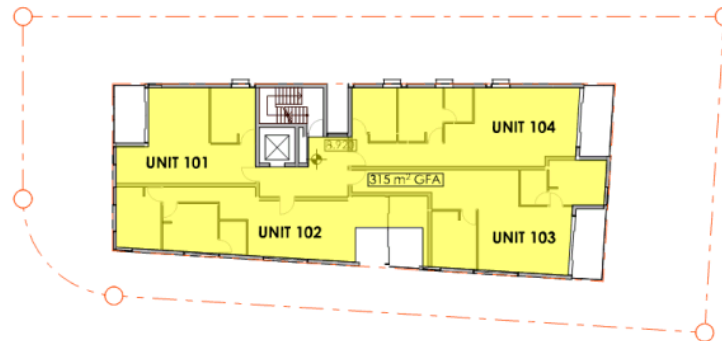
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1 GROUND FLOOR
1:300



3 LEVEL 4
1:300



2 LEVELS 1-3 TYPICAL APARTMENTS
1:300

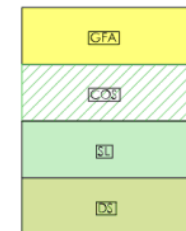
LEGEND

RESIDENTIAL GFA

COMMUNAL OPEN
SPACE AREA

SOFT LANDSCAPE AREA

DEEP SOIL AREA



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REV DESCRIPTION

BY DATE

CLIENT

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PROJECT TITLE

PROPOSED RESIDENTIAL DEVELOPMENT
22 NOLLER PARADE PARRAMATTA

DRAWING TITLE

GFA DIAGRAMS

NORTH POINT



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CHECKED BY: PJ

SCALE: 1:300 AT A3

PROJECT NO: P351

PP

stage

17

design

P4

main

GFA & FSR CALCULATIONS

PROJECT NO.: P351

ADDRESS: 22 NOLLER PARADE, PARRAMATTA

REVISION/ DATE: 17.04.2019

APARTMENTS (qty)				
LEVEL	1 BED	2 BED	3 BED	TOTAL
GROUND FLOOR	-	1	2	3
LEVEL 1	1	3	-	4
LEVEL 2	1	3	-	4
LEVEL 3	1	3	-	4
LEVEL 4	-	-	1	1
UNITS	3	10	3	16
UNIT MIX	19%	63%	19%	100%

GFA CALCULATION (sqm)		
USE	RESIDENTIAL	TOTAL
RESIDENTIAL	309	309
RESIDENTIAL	315	315
RESIDENTIAL	315	315
RESIDENTIAL	315	315
RESIDENTIAL	114	114
GFA (sqm)	1,368	1,368
USE MIX	100%	100%

FSR CALCULATION	
DESCRIPTION	
SITE AREA (sqm)	906
PROPOSED TOTAL FSR	1.5 : 1
COMMUNAL OPEN SPACE AREA (sqm)	187
MINIMUM REQUIREMENT	10SQM x 16 UNITS = 17%
SITE MIX	21%
SOFT LANDSCAPE AREA (including VPA)	582
MINIMUM REQUIREMENT	40%
SITE MIX	64%
DEEP SOIL LANDSCAPE AREA (including VPA)	407
MINIMUM REQUIREMENT	30%
SITE MIX	45%

CAR PARKING CALCULATION

LEVEL	RESIDENTIAL	CAR SPACES
BASEMENT 1	10	10
BASEMENT 2	10	10
TOTAL		20



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REV DESCRIPTION

BY DATE

CLIENT

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PROJECT TITLE

PROPOSED RESIDENTIAL DEVELOPMENT
 22 NOLLER PARADE PARRAMATTA

DRAWING TITLE

GFA & FSR SCHEDULE

DRAWN BY

LL, AD, VW

CHECKED BY

PJ

SCALE

1:1 AT A3

PROJECT NO

P351

PP

1/18/2019

18

18/04/2019

P4

18/04/2019

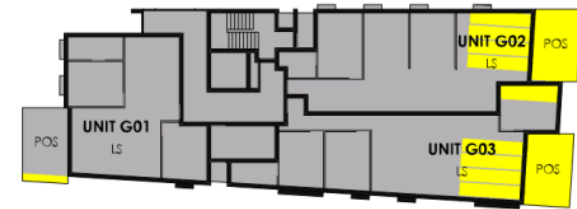
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1 9AM
1:300



2 10AM
1:300



3 11AM
1:300



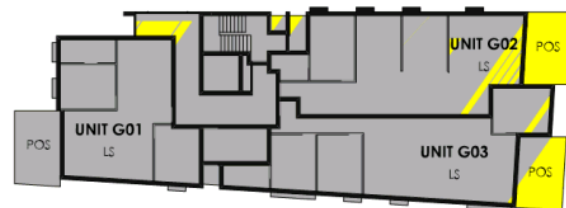
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1:300



5 1PM
1:300



6 2PM
1:300



7 3PM
1:300

SOLAR ACCESS TIMES

UNIT G01- SOLAR ACCESS FROM 9AM TO 10AM
UNIT G02- SOLAR ACCESS FROM 9AM TO 3PM
UNIT G03- SOLAR ACCESS FROM 9AM TO 2PM

SOLAR ACCESS LEGEND

SHADOW

DIRECT SUNLIGHT

LIVING SPACE

PRIVATE OPEN SPACE



LS

POS



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ABN 90 070 071 022

REV DESCRIPTION

BY DATE

CLIENT

VANTAGECORP PTY LTD

PROJECT TITLE

PROPOSED RESIDENTIAL DEVELOPMENT
22 NOLLER PARADE PARRAMATTA

DRAWING TITLE

ADG SOLAR ACCESS GROUND FLOOR
- 21ST JUNE

NORTH POINT



DRAWN BY

LL, AD, VW

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PJ

SCALE

1:300 AT A3

PROJECT NO

P351

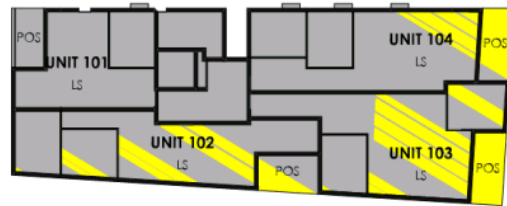
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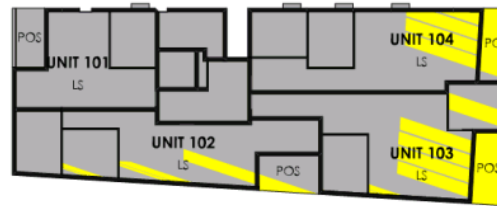
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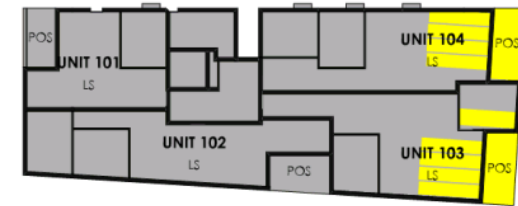
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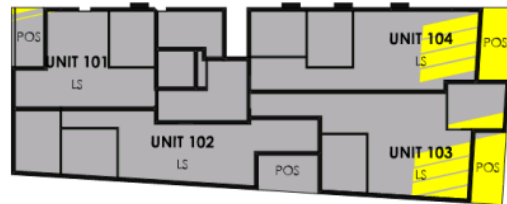
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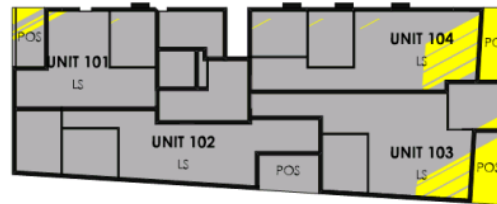
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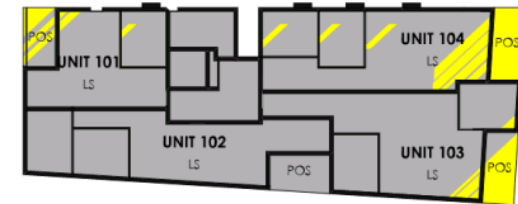
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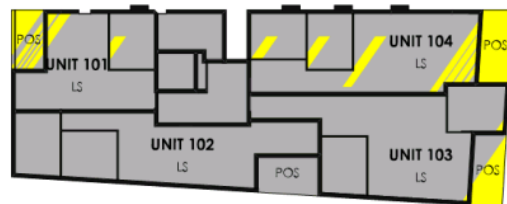
4 12PM
1:300



5 1PM
1:300



6 2PM
1:300



7 3PM
1:300

SOLAR ACCESS TIMES

UNIT 101 - SOLAR ACCESS FROM 1PM TO 3PM
UNIT 102 - SOLAR ACCESS FROM 9AM TO 10AM
UNIT 103 - SOLAR ACCESS FROM 9AM TO 2PM
UNIT 104 - SOLAR ACCESS FROM 9AM TO 3PM

SOLAR ACCESS LEGEND

SHADOW

DIRECT SUNLIGHT

LIVING SPACE

PRIVATE OPEN SPACE



LS

POS



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APN 90 070 071 022

REV DESCRIPTION

BY DATE

CLIENT

VANTAGECORP PTY LTD

PROJECT TITLE

PROPOSED RESIDENTIAL DEVELOPMENT
22 NOLLER PARADE PARRAMATTA

DRAWING TITLE

ADG SOLAR ACCESS LEVELS 1-3
TYPICAL APARTMENTS - 21ST JUNE

NORTH POINT



DRAWN BY: LL, AD, VW

CHECKED BY: PJ

SCALE: 1:300 AT A3

PROJECT NO: P351

PP

stage

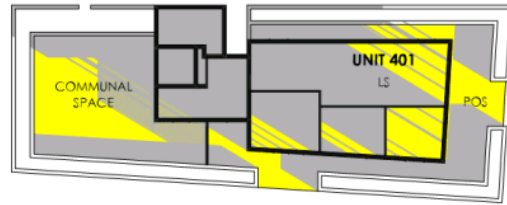
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P4

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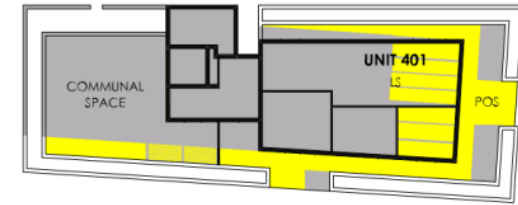
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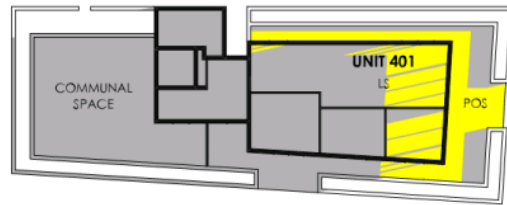
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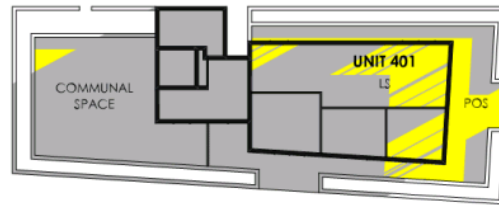
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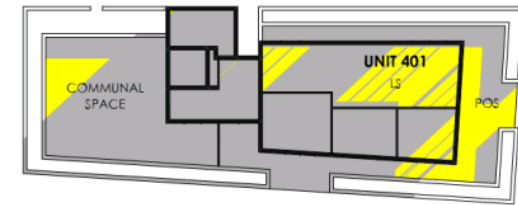
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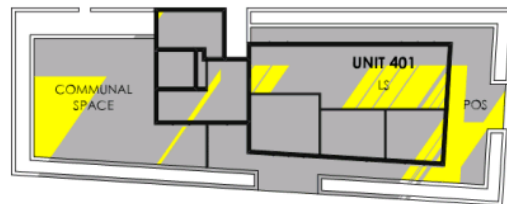
4 12PM
1:300



5 1PM
1:300



6 2PM
1:300



7 3PM
1:300

SOLAR ACCESS TIMES

UNIT 401 - SOLAR ACCESS FROM 9AM TO 3PM

SOLAR ACCESS LEGEND

SHADOW

DIRECT SUNLIGHT

LIVING SPACE

PRIVATE OPEN SPACE



LS

POS



ARCHITECTURE
INTERIORS

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APN 90 070 071 022

REV DESCRIPTION

BY DATE

CLIENT

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PROJECT TITLE

PROPOSED RESIDENTIAL DEVELOPMENT
22 NOLLER PARADE PARRAMATTA

DRAWING TITLE

ADG SOLAR ACCESS LEVEL 4
APARTMENTS - 21ST JUNE

NORTH POINT



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SCALE: 1:300 AT A3

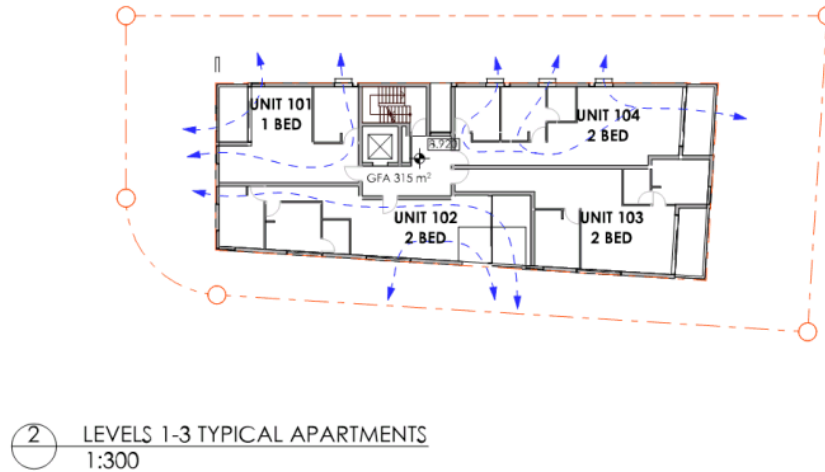
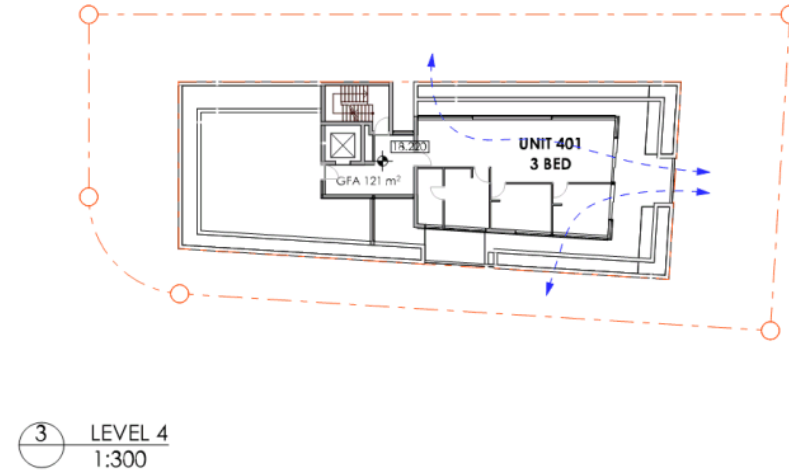
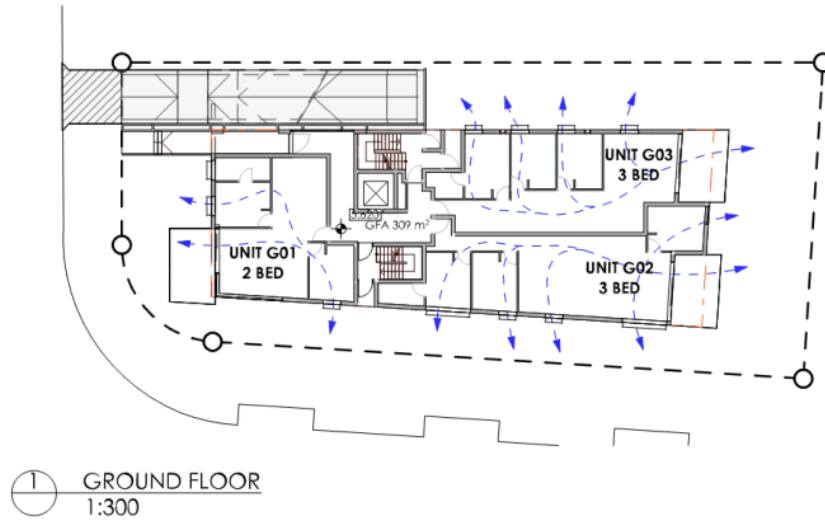
PROJECT NO: P351

PP
stage

21
design

P4
enrich

K:\PS\2017\PP01 - 22 Noller Parade\Drawings\03_STAGE - 101_Plan\PP01 - 22 NOLLER PARADE, PARRAMATTA, SCHEME.CDW Plot: 10/09/2017



LEGEND

AIR FLOW

GROUND FLOOR	3 OF 3 FOR GROUND FLOOR (100% OF UNITS)
LEVELS 1-3 TYPICAL APARTMENTS	4 OF 4 FOR TYPICAL 3 LEVELS (100% OF UNITS)
LEVEL 4 APARTMENTS	1 OF 1 FOR LEVEL 4 (100% OF UNITS)
TOTAL	16 OF 16 UNITS (100% OF UNITS)



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REV DESCRIPTION

BY DATE

CLIENT

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PROJECT REF:

PROPOSED RESIDENTIAL DEVELOPMENT
22 NOLLER PARADE PARRAMATTA

DRAWING TITLE:

CROSS VENTILATION DIAGRAMS

NORTH POINT



DRAWN BY:

LL, AD, VW

CHECKED BY:

PJ

SCALE:

1:300 AT A3

PROJECT NO:

P351

PP

22

design

P4

design

UNIT SCHEDULE (qty)

UNIT NO.	1 BED, 1 BATH	2 BED, 2 BATH	3 BED, 2 BATH	TOTAL
G01		✓		3
G02			✓	
G03			✓	
101	✓			4
102		✓		
103		✓		
104		✓		
201	✓			4
202		✓		
203		✓		
204		✓		
301	✓			4
302		✓		
303		✓		
304		✓		
401			✓	1
UNITS	3	10	3	16
UNIT MIX	18.8%	62.5%	18.8%	100.0%

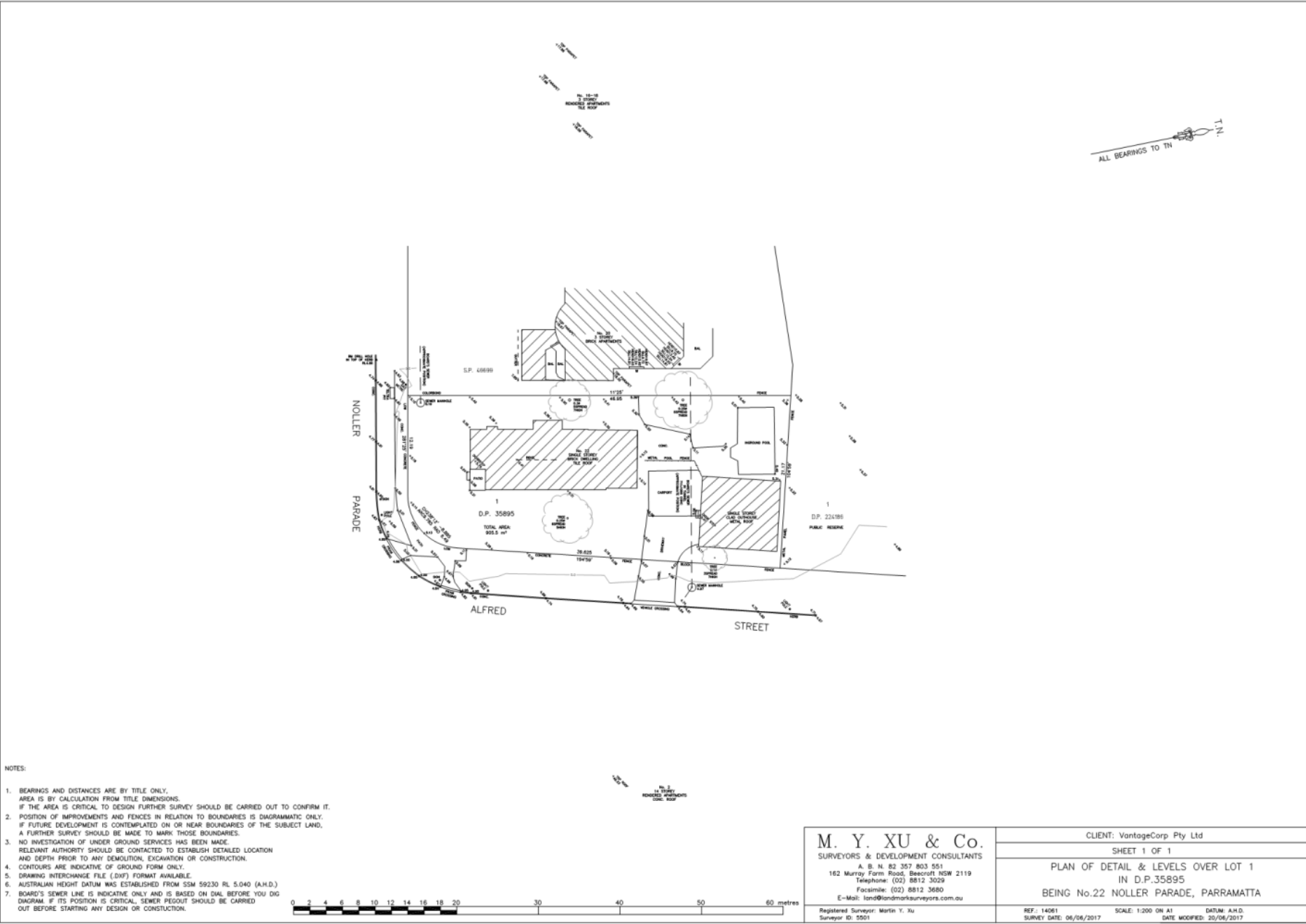
AREA SCHEDULE (m2)

UNIT	PRIVATE OPEN SPACE	TOTAL	MIN. UNIT	MIN. PRIVATE OPEN SPACE
75	15	90	75	15
100	15	115	95	15
96	15	111	95	15
51	8	59	50	8
75	10	85	50	10
82	10	92	75	10
78	10	88	75	10
51	8	59	50	8
75	10	85	50	10
82	10	92	75	10
78	10	88	75	10
51	8	59	50	8
75	10	85	50	10
82	10	92	75	10
78	10	88	75	10
95	73	168	75	12

SOLAR ACCESS SCHEDULE (qty)

LIVING SPACE WITH 2 HOURS OF SOLAR ACCESS	PRIVATE OPEN SPACE WITH 2 HOURS OF SOLAR ACCESS	NO DIRECT SUNLIGHT TO UNIT	NATURALLY CROSS VENTILATED
	✓		✓
✓	✓		✓
✓	✓		✓
✓	✓		✓
			✓
✓	✓		✓
✓	✓		✓
✓	✓		✓
			✓
✓	✓		✓
✓	✓		✓
✓	✓		✓
			✓
✓	✓		✓
✓	✓		✓
✓	✓		✓
✓	✓		✓
12	13	0	16
75%	81%	0%	100%

NATURAL CROSS VENTILATION SCHEDULE (qty)



Voluntary Planning Agreement

For exhibition

City of Parramatta Council

ABN 49 907 174 773

**Jimstam Holdings Pty Ltd ATF The J & S
Klapsogiannis Family Trust**

ACN 002 435 207

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Agreement

Date

2021

Parties

Council

Name	City of Parramatta Council (Council)
ABN	49 907 174 773
Address	126 Church Street, Parramatta
Contact	Michael Rogers, Manager Land Use Planning
Telephone	(02) 9806 5050

Applicant

Name	Jimstam Holdings Pty Ltd ATF The J & S Klapsogiannis Family Trust (Developer and Landowner)
ACN	002 435 207
Address	Unit 1, 1A Anderson Road, Northmead NSW 2152
Contact	Michael Klapsogiannis
Telephone	

Background

- A. The Applicant is the Developer and Landowner of the Land.
- B. The Land is zoned R2 Low Density Residential pursuant to the *Parramatta Local Environmental Plan 2012* and has an area of 908m².
- C. On 13 June 2019, the Developer submitted the Planning Proposal with Council seeking the rezoning of the Land to R4 High Density Residential.
- D. In October 2019, Council endorsed the following changes to the LEP in relation to the Land:
 - a. the rezoning of the Land from R2 Low Density Residential to R4 High Density Residential, and amending the Land Zoning Map (Sheet LZN_010) to reflect this change;
 - b. the increase of the maximum height of building control from RL14m to 17m, and amending the Height of Building Map (Sheet HOB_010) to reflect this change; and

- c. the amendment to a maximum FSR control of 1.5:1, and amending the Floor Space Ratio Map (Sheet FSR_10) to reflect this change.

The changes are sought for the purpose of making Development Applications to the Council for Development Consent to carry out the Development on the Land.

- E. On 5 December 2019, the Department of Planning issued a Gateway Determination.
- F. The Developer and Landowner have offered to enter into this agreement to make contributions for public purposes in connection with the Planning Proposal and the Development.

Operative part

1 Definitions

In this agreement, unless the context indicates a contrary intention:

Act means the *Environmental Planning and Assessment Act 1979 (NSW)*;

Address means a party's address set out in the Notices clause of this agreement;

Approval means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this agreement;

Associated Entity has the same meaning as in section 50AAA of the *Corporations Act 2001 (Cth)*;

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person;

Bank Guarantee means an irrevocable and unconditional undertaking that is not limited in time and does not expire by one of the following trading banks:

- (a) Australia and New Zealand Banking Group Limited,
- (b) Commonwealth Bank of Australia,
- (c) Macquarie Bank,
- (d) National Australia Bank,
- (e) St George Bank Limited,
- (f) Westpac Banking Corporation, or
- (g) Other financial institution approved by the Council,

to pay an amount or amounts of money to the Council on demand and containing terms and conditions reasonably acceptable to the Council;

Bond means an insurance bond provided by an insurer licensed by the Australian Prudential Regulatory Authority (APRA) to operate in Australia or has an investment grade rating from an industry recognised rating agency such as Moody's, Standard & Poors or Bests, or a cash bond;

Business Day means a day on which banks are open for general banking business in Sydney, excluding Saturdays and Sundays;

Claim means any claim, loss, liability, damage, proceeding, order, judgment or expense arising out of the operation of this agreement;

Construction Certificate means a construction certificate as defined under section 6.4 of the Act;

Contribution and **Contribution Item** means the monetary contribution in the sum of \$225,000.00 payable by the Developer, as outlined at clause 7.1 of this Deed and being an item from the Contributions Table;

Contributions Plan has the same meaning as under the Act;

Contributions Table means the table at 0;

CPI means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics;

Damages means all liabilities, losses, damages, costs and expenses, including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties;

Dealing, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land;

Development means the development of the Land for a Residential Flat Building;

Development Application has the same meaning as in the Act;

Development Consent has the same meaning as in the Act;

GST has the same meaning as in the GST Law;

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition of or administration of the GST;

Insolvent means, in relation to a party:

- (a) that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;
- (b) a receiver, receiver and manager, administrator, provisional liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party's business, assets or securities;
- (c) a presumption of insolvency has arisen under legislation because of the party's failure to comply with a statutory demand or analogous process;
- (d) an application for the winding up of, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re amalgamation, is presented and not withdrawn or dismissed within 21 days (or such longer period agreed to by the parties), or an order is made or an effective resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;
- (e) any shareholder or director of that party convenes a meeting for the purpose of considering or passing any resolution for the winding up or administration of that party;
- (f) that is an individual, a creditor's petition or a debtor's petition is presented to the Official Receiver or analogous authority in relation to that party;

- (g) an execution or analogous process is levied or enforced against the property of that party;
- (h) that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business;
- (i) that party disposes of, or threatens to dispose of, a substantial part of its assets;
- (j) that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts; or
- (k) that party is unable to pay the party's debts as and when they become due and payable.

Land means the land comprised in Lot 1 in Deposited Plan 35895 and known as 22 Noller Parade, Parramatta, and includes any lot created by the consolidation or subdivision of the lot from time to time;

Law means:

- (a) any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation;
- (b) any Approval, including any condition or requirement under it; and
- (c) any fees and charges payable in connection with the things referred to in paragraphs (a) and (b);

LEP means the *Parramatta Local Environmental Plan 2011*;

Modification Application means any application to modify the Development Consent under section 4.55 of the Act;

Occupation Certificate means an occupation certificate as defined under section 6.4 of the Act and includes Occupation Certificate for a part of a building;

Planning Proposal means the document proposing amendments to the LEP, being the Amended Planning Proposal lodged by the Developer with Council on 13 June 2019, and which is included under Schedule 3 of this Deed

Public Purpose means the public purpose to which the Contribution will be applied, being the Public Domain works associated with, or new connections to, the Alfred Street Bridge.

Public Reserve has the same meaning as in the *Local Government Act 1993*;

Public Road has the same meaning as in the *Roads Act 1993*;

Register means the Torrens title register maintained under the *Real Property Act 1900* (NSW);

Regulation means the *Environmental Planning and Assessment Regulation 2000*;

Related Body Corporate has the meaning given to that term in s 9 of the *Corporations Act 2001* (Cth);

Strata Certificate has the same meaning as in the *Strata Schemes Act*;

Strata Plan means a strata plan, a strata plan of subdivision or a strata plan of consolidation that is registered in accordance with the *Strata Schemes Act*; and

Strata Schemes Act means the *Strata Schemes Development Act 2015*;

Total Contribution Value means the total value of all Contributions to be provided under this agreement as specified in the Contributions Table, as adjusted, where necessary, for CPI;

Transferee has the meaning given in clause 13.2(a); and

2 Interpretation

In this agreement, unless the context indicates a contrary intention:

- (a) **(documents)** a reference to this agreement or another document includes any document which varies, supplements, replaces, assigns or novates this agreement or that other document;
- (b) **(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this agreement;
- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this agreement;
- (d) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) **(president, CEO, general manager or managing director)** the president, CEO, general manager or managing director of a body or Authority includes any person acting in that capacity;
- (g) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (h) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (i) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (j) **(singular)** the singular includes the plural and vice-versa;
- (k) **(gender)** words importing one gender include all other genders;
- (l) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (m) **(rules of construction)** neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (n) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;

- (o) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia, even if the obligation is to be performed elsewhere;
- (p) **(joint and several)** an agreement, representation, covenant, right or obligation:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (ii) on the part of two or more persons binds them jointly and severally;
- (q) **(writing)** a reference to a notice, consent, request, approval or other communication under this agreement or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (r) **(replacement bodies)** a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (s) **(Australian currency)** a reference to dollars or \$ is to Australian currency;
- (t) **(month)** a reference to a month is a reference to a calendar month; and
- (u) **(year)** a reference to a year is a reference to twelve consecutive calendar months.

3 Planning Agreement under the Act

- (a) The parties agree that this agreement is a planning agreement within the meaning of section 7.4 of the Act.
- (b) Schedule 2 of this agreement summarises the requirements for planning agreements under section 7.4 of the Act and the way this agreement addresses those requirements.
- (c) The parties acknowledge and agree that, in accordance with section 4.15 of the Act, the terms of this agreement must be considered by any consent authority when determining a Development Application for the Development, or any part of the Development.

4 Application of this agreement

This agreement applies to:

- (a) the Planning Proposal;
- (b) the Development; and
- (c) the Land.

5 Operation of this agreement

- (a) This agreement commences on and from the date it is executed by all parties.

- (b) For the avoidance of doubt, the obligations to deliver contributions under clause 7 do not take effect until the Planning Proposal is approved and the amendment to the LEP has been published on the NSW legislation website, and are payable in the manner as set in Contributions Schedule.

6 Staged provision of Contributions

- (a) Subject to 6 (b), below, each Contribution Item must be delivered by no later than the timeframe specified in the Contributions Table. However, the Developer may complete and deliver a Contribution Item earlier than the timeframe specified in the Contributions Table.
- (b) Council may, at its sole discretion, agree to the delayed delivery of a Contribution Item, provided security is provided by the Developer to the Councils satisfaction. Council's decision regarding the delayed delivery of a Contribution Item may not be the subject of a dispute under this agreement.

7 Contributions to be made under this agreement

7.1 Monetary Contribution

- (a) The Developer will pay to Council the monetary Contribution specified in the Contributions Table, being **\$225,000.00** increased but not decreased in accordance with the following formula:

$$\begin{array}{lcl} \text{Monetary} & & \text{The CPI at the time of payment} \\ \text{Contribution} & = & \$225,000.00 \quad \times \quad \frac{\text{The CPI at the time of payment}}{\text{The CPI at the date of this}} \\ \text{payable} & & \text{agreement} \end{array}$$

- (b) The Contribution must be paid in accordance with the timeframes specified in the Contributions Table, being:
- (i) 75% prior to the issue of any Construction Certificate issued with respect to the Land; and
 - (ii) 25% prior to the issue of an Occupation Certificate or registration of a Strata Plan (the earlier of the two).
- (c) The Contribution must be paid by way of bank cheque in favour of Council or by deposit by means of electronic funds transfer into an account specified by Council.
- (d) The Contribution will be taken to have been made when the Council notifies the Developer in writing that the bank cheque has been received and cleared funds or electronic funds have been deposited in the Council's bank account.
- (e) The parties agree and acknowledge that the Contribution will be used by the Council towards the Public Purpose

- (f) Despite clause 7.1(e), the Council may apply the Contribution towards any other public purpose which satisfies section 7.4(2) of the Act, other than the Public Purpose, if the Council reasonably considers that the public interest would be better served by applying the Contribution towards that other public purpose.
- (g) In the event the Council directs the Contribution to another public purpose, the Developer in paying the Contribution has fulfilled its obligations pursuant to this Deed.

7.2 Contribution Values

The parties acknowledge and agree that the contribution values set out in the Contributions Table are the values in complete, adjusted only according to the CPI formula provided in clause 7.1 only and:

- (a) the Developer assumes all cost and risk in relation to the provision and the making of the Contribution, and
- (b) All Parties acknowledge and agree that the costs outlined in the Contributions Table is the complete amount payable to the Council.

8 Application of s 7.11, s 7.12 and s 7.24 of the Act to the Development

- (a) This agreement does not exclude the application of section 7.11 of the Act to the Development.
- (b) This agreement does not exclude the application of section 7.12 of the Act to the Development.
- (c) This agreement does not exclude the application of section 7.24 of the Act to the Development.
- (d) The benefits under this agreement are not to be taken into consideration in determining a development contribution under section 7.11 of the Act.

9 Registration of this agreement

9.1 Landowner Interest

The Landowner, being the registered proprietor of the Land at the time of execution of this Deed, acknowledges that Council requires the registration of this Deed on the folio of the Land under section 7.6 of the EPA Act and that, on registration by the Registrar-General, this Deed will be binding on and enforceable against the registered proprietor of the Land from time to time as if each registered proprietor for the time being had entered into this Deed.

9.2 Registration of this agreement

- (a) The Landowner agrees to procure the registration of this agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the Register of the Land in accordance with section 7.6 of the Act.

- (b) The Landowner, at its own expense, must:
 - (i) procure the lodgement of this agreement with the Registrar-General as soon as reasonably practicable after this agreement comes into operation, but in any event, no later than 10 Business Days after that date;
 - (ii) procure the registration of this agreement by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this agreement is lodged for registration; and
 - (iii) provide documentary evidence that the registration of this agreement has been completed to Council within 5 Business Days of receiving confirmation that the registration has occurred.
- (c) The Landowner must at its own expense take all practical steps, and otherwise do anything that the Council reasonably requires to procure:
 - (i) the consent of each person who:
 - (A) has an estate or interest in the relevant Land registered under the *Real Property Act 1900* (NSW); or
 - (B) is seized or possessed of an estate or interest in the Land,
 - (ii) an acceptance of the terms of this agreement and an acknowledgement in writing from any existing mortgagee in relation to the relevant land that the mortgagee will adhere to the provisions of this agreement if it takes possession of the land as mortgagee in possession,
 - (iii) the execution of any documents; and
 - (iv) the production of the relevant duplicate certificates of title, to enable the registration of this agreement in accordance with this clause 9.2.
- (d) The Landowner consents to the registration of the agreement in accordance with this clause 9.2.

9.3 *Removal from Register*

- (a) The Council will provide a release and discharge of this agreement so that it may be removed from the folios of the Register for the Land (or any part of it) provided the Council is satisfied the Developer has duly fulfilled its obligations under this agreement, and is not otherwise in default of any of the obligations under this agreement. This release and discharge is to take place within 30 days of the Developer receiving the Occupation Certificate.
- (b) For the avoidance of doubt, the Council will provide a release and discharge allowing removal of this agreement from the folios of the Register for any part of the Land to be subdivided into Residential Lots, provided that the Developer has fulfilled any obligations under this agreement that, in accordance with the Contributions Table, will be due at the time an Occupation Certificate is to be issued for those Residential Lots to be released.

10 Review of this agreement

- (a) This agreement may be reviewed or modified. Any review or modification of this agreement will be conducted in the circumstances and in the manner determined by the parties.
- (b) No modification or review of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement.
- (c) A party is not in breach of this agreement if it does not agree to an amendment to this agreement requested by a party in, or as a consequence of, a review.

11 Dispute Resolution

11.1 *Reference to Dispute*

If a dispute arises between the parties in relation to this agreement, the parties must not commence any court proceedings relating to the dispute unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.

11.2 *Notice of Dispute*

The party wishing to commence the dispute resolution process must give written notice (**Notice of Dispute**) to the other parties of:

- (a) The nature of the dispute,
- (b) The alleged basis of the dispute, and
- (c) The position which the party issuing the Notice of Dispute believes is correct.

11.3 *Representatives of Parties to Meet*

- (a) The representatives of the parties must promptly (and in any event within 20 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (b) The parties may, without limitation:
 - (i) resolve the dispute during the course of that meeting,
 - (ii) agree that further material or expert determination in accordance with clause 11.6 about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
 - (iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

11.4 *Further Notice if Not Settled*

If the dispute is not resolved within 10 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (**Determination Notice**) by mediation under clause 11.5 or by expert determination under clause 11.6.

11.5 Mediation

If a party gives a Determination Notice calling for the dispute to be mediated:

- (a) The parties must agree in good faith to the terms of reference of the mediation within 15 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) The mediator will be agreed between the parties, or failing agreement within 15 Business Days of receipt of the Determination Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) The mediator appointed pursuant to this clause 11.5 must:
 - (i) Have reasonable qualifications and practical experience in the area of the dispute; and
 - (ii) Have no interest or duty which conflicts or may conflict with his or her function as a mediator he or she being required to fully disclose any such interest or duty before his or her appointment;
- (d) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (e) The parties must within 15 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the Council must advise of the representative within 5 Business Days of the resolution);
- (f) The parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
- (g) In relation to costs and expenses:
 - (i) Each party will bear its own professional and expert costs incurred in connection with the mediation; and
 - (ii) The costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

11.6 Expert determination

If the dispute is not resolved under clause 11.3 or clause 11.5, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to an expert, in which event:

- (a) The dispute must be determined by an independent expert in the relevant field:
 - (i) Agreed upon and appointed jointly by the parties; and
 - (ii) In the event that no agreement is reached or no appointment is made within 20 Business Days of the agreement to refer the dispute to an expert,

appointed on application of a party by the then President of the Law Society of New South Wales;

- (b) The expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (c) The determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) The expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) Each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and
- (f) Any determination made by an expert pursuant to this clause is final and binding upon the parties except unless:
 - (i) Within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
 - (ii) The determination is in respect of, or relates to, termination or purported termination of this agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

11.7 *Litigation*

If the dispute is not *finally* resolved in accordance with this clause 11, then either party is at liberty to litigate the dispute.

11.8 *No suspension of contractual obligations*

Subject to any interlocutory order obtained under clause 11.1, the referral to or undertaking of a dispute resolution process under this clause 111 does not suspend the parties' obligations under this agreement.

12 Enforcement

12.1 *Default*

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this agreement, it may give notice in writing to the other party (**Default Notice**) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 21 days.
- (b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency, imposes an undue delay on performance of this Agreement, or imposes upon the Developer additional financial burdens.

- (c) If a party disputes the Default Notice it may refer the dispute to dispute resolution under clause 11 of this agreement.

12.2 General Enforcement

- (a) Without limiting any other remedies available to the parties, this agreement may be enforced by any party in any Court of competent jurisdiction.
- (b) Nothing in this agreement prevents:
 - (i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this agreement relates; and
 - (ii) the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this agreement or any matter to which this agreement relates.

13 Assignment and Dealings

13.1 Assignment

- (a) A party must not assign or deal with any right under this agreement without the prior written consent of the other parties, which must not be unreasonably withheld.
- (b) Any change of ownership or control (as defined in section 50AA of the *Commonwealth Corporations Act 2001*) of a party (excluding the Council) shall be deemed to be an assignment of this agreement for the purposes of this clause.
- (c) Any purported dealing in breach of this clause is of no effect.

13.2 Transfer of Land

- (a) The Applicant (being the registered proprietor at the time of execution of this Deed) must not:
 - (i) sell or transfer the Land or any part of it, or
 - (ii) assign the Applicant's rights or obligations under this Deed, or novate this Deed,

to any person unless:
 - (iii) the Applicant has, at no cost to the Council, first procured the execution by the person to whom the Land, or part thereof, is to be sold or transferred or the Applicant's rights or obligations under this Deed are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
 - (iv) the Council has given written notice to the Applicant (to be provided within 10 business days of an executed deed and evidence of financial capability being provided to Council) stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Deed, and
 - (v) the Applicant is not in breach of this Deed, and

- (vi) the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.

13.3 *Right to transfer Strata Lots*

- (a) Notwithstanding clause 13.2, the Landowner may enter into a contract for sale with a Transferee for a Residential Lot on a proposed Strata Plan that has not yet been registered, without having to obtain consent from Council.
- (b) For the avoidance of doubt, the transfer of a Residential Lot is not permitted under clause 13.3(a) unless the Council has provided a written release and discharge of this agreement under clause 9.3.

13.4 *Exempt Transfers*

- (a) Clause 13.2 does not apply where the Landowner transfers:
 - (i) any part of the Land it owns to an Associated Entity of the Landowner or Developer or to Council in accordance with this agreement; or
 - (ii) a Super Lot where the Contribution for the Super Lot has already been provided or otherwise secured;
 and this agreement has been registered against the title to the relevant land, or Council has provided a written release and discharge of this agreement for the relevant land under clause 9.3.
- (b) The Landowner must notify the Council in writing:
 - (i) 20 Business Days prior to any transfer under clause 13.4(a) identifying the part of the Land that is to be transferred and the proposed transferee; and
 - (ii) 5 Business Days after the transfer has taken place, confirming any changes to representatives of the Landowner or Developer for the purposes of this agreement and clause 16.

14 *Approvals and consents*

Except as otherwise set out in this agreement, and subject to any statutory obligations, a party may give or withhold an approval or consent to be given under this agreement in that party's absolute discretion and subject to any conditions determined by the party. A party is not obligated to give its reasons for giving or withholding consent or for giving consent subject to conditions, provided that the withholding is reasonable, fair, and the issue attaching to it can be reasonably remedied by the parties, and

- (a) Where the parties can reasonably remedy the underlying issue(s), it is agreed among the parties that the matter is to be negotiated in good faith.

15 *No fetter*

15.1 *Discretion*

This agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including, but not limited to, any statutory power or discretion of the Council relating to the Development Application or any other application for Development Consent (all referred to in this agreement as a "**Discretion**").

15.2 *No fetter*

No provision of this agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this agreement is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the parties agree:

- (a) They will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied,
- (b) In the event that (a) cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this agreement has full force and effect, and
- (c) To endeavour to satisfy the common objectives of the parties in relation to the provision of this agreement which is to be held to be a fetter on the extent that is possible having regard to the relevant court judgment.

15.3 *Planning Certificates*

The Developer acknowledges that Council may, at its discretion, include advice on any planning certificate issued under section 10.7 of the Act that this agreement affects the Land.

16 *Notices*

16.1 *Notices*

Any notice given under or in connection with this agreement (**Notice**):

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by email at the address below, or at the address last notified by the intended recipient to the sender after the date of this agreement:
 - (i) to City of Parramatta Council: PO Box 32, Parramatta, NSW 2124
Email: acrkovski@cityofparramatta.nsw.gov.au
Attention: Manager, Land Use Planning
 - (ii) to Jimstam Holdings Pty Ltd Unit 1, 1A Anderson Road, Northmead NSW 2152
ATF The J & S Email: Kristyh@hamptonspropertyservices.com.au
Klapsogiannis Family Trust: Attention: Kristy Hodgkinson
- (c) is taken to be given or made:
 - (i) in the case of hand delivery, when delivered;
 - (ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of an email, when the sender receives an email acknowledgement from the recipient's information system showing the

email has been delivered to the email address for the recipient stated in clause 16.1(b); and

- (d) if under clause (c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

16.2 Notices sent by email:

- (a) A party may serve a Notice by email if the Notice:
 - (i) includes a signature block specifying:
 - (A) the name of the person sending the Notice; and
 - (B) the sender's position within the relevant party;
 - (ii) states in the body of the message or the subject field that it is sent as a Notice under this agreement;
 - (iii) contains an express statement that the person sending the Notice has the authority to serve a Notice under this agreement;
 - (iv) is sent to the email address below or the email address last notified by the intended recipient to the sender:

(A) to City of Parramatta Council:	Attention: Manager, Land Use Planning ackrovski@cityofparramatta.nsw.gov.au
(B) to Jimstam Holdings Pty Ltd ATF The J & S Klapsogiannis Family Trust:	Attention: Kristy Hodgkinson Email: Kristyh@hamptonspropertyservices.com.au
- (b) The recipient of a Notice served under this clause 16.2 must:
 - (i) promptly acknowledge receipt of the Notice; and
 - (ii) keep an electronic copy of the Notice,
- (c) Failure to comply with clause 16.2 does not invalidate service of a Notice under this clause.

16.3 Receipt of Notices sent by email

- (a) A Notice sent under clause 16.2 is taken to be given or made:
 - (i) when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above;
 - (ii) when the Notice enters an information system controlled by the recipient; or
 - (iii) when the Notice is first opened or read by the recipient,
 whichever occurs first.
- (b) If under clause 16.3 a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm

(local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

16.4 *Notices sent by email generally*

- a) Parties agree that Notices served under sections 16.2 and 16.3 have effect only as related to the communication between the Parties listed on the cover page; and
- b) For the avoidance of doubt, clauses 16.2 and 16.3 do not exclude the requirements of Service as stipulated in New South Wales, and where applicable, Commonwealth law.

17 Release and Discharge

The Council will promptly notify the Developer and the Landowner in writing that they are released and discharged from their obligations under this agreement if any of the following occur:

- (a) The amendment to the LEP is declared void or invalid by a Court of competent jurisdiction and all opportunities for appeal have been exhausted.
- (b) The Developer and Landowner have fulfilled all of their obligations under this agreement to the Council's reasonable satisfaction.
- (c) The parties agree in writing to terminate the agreement on the basis that the performance of the agreement has been frustrated by an event outside the control of the parties to this agreement.
- (d) A decision is made by the NSW Government to not make the amendment to the LEP and communicated to the parties in writing, and Council (acting reasonably) is satisfied that the amendment to the LEP will not be made.

18 General

18.1 *Relationship between parties*

- (a) Nothing in this agreement:
 - (i) constitutes a partnership between the parties; or
 - (ii) except as expressly provided, makes a party an agent of another party for any purpose.
- (b) A party cannot in any way or for any purpose:
 - (i) bind another party; or
 - (ii) contract in the name of another party.
- (c) If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

18.2 *Landowner Obligations*

Any clause of this agreement that requires the Developer to do any thing or imposes an obligation on the Developer, constitutes a requirement for the Landowner to procure that thing to be done or that obligation to be met, either by the Landowner, the

Developer or another entity as requested by the Developer, so far as the requirement or obligation applies to that part of the Land owned by the Landowner.

18.3 Time for doing acts

- (a) If the time for doing any act or thing required to be done or a notice period specified in this agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5.00 pm on the specified day, it is taken to have been done on the following Business Day.

18.4 Further assurances

Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this agreement.

18.5 Joint and individual liability and benefits

Except as otherwise set out in this agreement, any agreement, covenant, representation or warranty under this agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

18.6 Variations and Amendments

A provision of this agreement can only be varied by a later written document executed by or on behalf of all parties and in accordance with the provisions of the Act.

18.7 Counterparts

This agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

18.8 Legal expenses and stamp duty

- (a) The Developer must pay the Council's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution, carrying into effect, enforcement and release and discharge of this agreement, including the reasonable costs of obtaining any legal advice in connection with this agreement, no later than 10 Business Days after receiving a demand from the Council to pay such costs.
- (b) The Developer agrees to pay or reimburse the costs and expenses incurred by Council in connection with the advertising and exhibition of this agreement in accordance with the Act.
- (c) The Developer agrees to pay Council any administrative fees as required by Council, acting reasonably, in connection with the administration of this agreement.

18.9 Entire agreement

The contents of this agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this agreement, whether orally or in writing,

- (a) A sole exception to clause 18.9 is the Voluntary Planning Agreement Letter of Intent Version 5 dated 2 June 2021.

18.10 Representations and warranties

The parties represent and warrant that they have the power and authority to enter into this agreement and comply with their obligations under the agreement and that entry into this agreement will not result in the breach of any law.

18.11 Severability

If a clause or part of a clause of this agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this agreement, but the rest of this agreement is not affected;

- (a) Unless the severed clause was a material incentive for a party to enter into this Agreement. If so, clause 17(c) may be applicable at the first instance.

18.12 Invalidity

- (a) A word or provision must be read down if:
 - (i) this agreement is void, voidable, or unenforceable if it is not read down;
 - (ii) this agreement will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
 - (i) despite the operation of clause (a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this agreement will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this agreement has full effect even if clause 18.12(b) applies.

18.13 Waiver

- (a) A right or remedy created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.
- (b) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

18.14 GST

- (a) Words and expressions which are not defined in this agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.

- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this agreement, the Developer must pay the GST or pay to the Council an amount equal to the GST payable on or for the taxable supply, whichever is appropriate in the circumstances.
- (d) If the Council is obliged to pay any GST on any supply made under or in accordance with this agreement, the Developer indemnifies the Council for the amount of any such payment is required to make.

18.15 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

Schedule 1 - Contributions Table

No.	Item	Public Purpose	Type of Contribution	Scope	Timing of Provision	Timing for provision of Bank Guarantee	Estimated Amount / Value of Item
1	Monetary Contribution.	Public Domain works associated with, or new connections to, the Alfred Street Bridge.	Cheque or Electronic Bank Transfer.	For the Council to undertake Public Domain works associated with, or new connections to, the Alfred Street Bridge.	1. 75% of the Monetary Contribution payable prior to the issue of a Construction Certificate, 2. 25% of the Monetary Contribution payable prior to the issue of any Occupation Certificate or registration of a Strata Plan (the earlier of the two).	Bank Guarantee is not applicable to this Agreement.	\$225,000.00 exclusive of GST.
TOTAL OF ALL CONTRIBUTION ITEMS (excluding Maintenance)							\$225,000.00 plus GST

Schedule 2 Summary of requirements (section 7.4)

Subject and subsection of the Act	Planning Agreement
Planning instrument and/or Development Application – Section 7.4(1) The Developer has: <ul style="list-style-type: none"> (a) Sought a change to an environmental planning instrument <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (b) Made, or propose to make a Development Application <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (c) Entered into an agreement with, or are otherwise associated with, a person to whom paragraph (a) or (b) applies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 	
Description of the land to which the planning Agreement applies – Section 7.4(3)(a)	22 Noller Parade, Parramatta NSW 2150. Lot 1 DP 35895.
Description of the application – Section 7.4(3)(b)	Post Gateway – Planning Proposal, with Draft Voluntary Planning Agreement attached.
The scope, timing and manner of delivery of contribution required by the Planning Agreement – Section 7.4(3)(c)	Contribution made via Cheque or Electronic Bank Transfer. Timing as follows: <ul style="list-style-type: none"> 3. 75% of the Monetary Contribution prior to the issue of a Construction Certificate, and 4. 25% of the Monetary Contribution prior to the earlier of, issuance of any Occupation Certificate, or, the registration of a Strata Plan.
Applicability of section 7.11 of the Act – Section 7.4(3)(d)	See clause 8.
Applicability of section 7.12 of the Act – Section 7.4(3)(d)	See clause 8.
Applicability of section 7.24 of the Act – Section 7.4(3)(d)	See clause 8.
Mechanism for dispute resolution – Section 7.4(3)(f)	See clause 11.
Enforcement of the Planning Agreement – Section 7.4(3)(g)	See clause 12.
Registration of the Planning Agreement – Section 7.4(3)(g) and section 7.6	See cl 9.

No obligation to grant consent or exercise functions – Section 7.4(9)	See cl 14.
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Executed as an agreement

Signed on behalf of **City of Parramatta Council** (ABN 49 907 174 773) by its authorised delegate pursuant to section 377 of the *Local Government Act 1993* in the presence of:

Signature of witness

Signature of authorised delegate

Name of witness

Name of authorised delegate

Address of witness

Position of authorised delegate

Executed by **Jimstam Holdings Pty Ltd** (ACN 002 435 207) as trustee for The J & S Klapsogiannis Family Trust in accordance with section 127 of the *Corporations Act 2001*:

Signature of Director

Signature of Director

Name of Director

Name of Director

Executed by **The J & S Klapsogiannis Family Trust**

Signature of Director

Signature of Director

Name of Director

Name of Director



Planning,
Industry &
Environment

Gateway Determination

Planning proposal (Department Ref: PP_2019_COPAR_016_00): to rezone land at 22 Noller Pde, Parramatta for high density residential and increase development standards.

I, the Acting Director, Central (GPOP) at the Department of Planning, Industry and Environment, as delegate of the Minister for Planning and Public Spaces, have determined under section 3.34(2) of the *Environmental Planning and Assessment Act 1979* (the Act) that an amendment to the Parramatta Local Environmental Plan (LEP) 2011 to rezone land at 22 Noller Pde, Parramatta for high density residential and increase development standards should proceed subject to the following conditions:

1. Public exhibition is required under section 3.34(2)(c) and schedule 1 clause 4 of the Act as follows:
 - (a) the planning proposal must be made publicly available for a minimum of **28 days**; and
 - (b) the planning proposal authority must comply with the notice requirements for public exhibition of planning proposals and the specifications for material that must be made publicly available along with planning proposals as identified in section 6.5.2 of *A guide to preparing local environmental plans* (Department of Planning and Environment, 2018).
2. Consultation is required with the following public authorities/organisations under section 3.34(2)(d) of the Act and/or to comply with the requirements of relevant section 9.1 Directions:
 - NSW State Emergency Service
 - Environment, Energy and Science
 - NSW Heritage

Each public authority/organisation is to be provided with a copy of the planning proposal and any relevant supporting material and given at least 21 days to comment on the proposal.
3. A public hearing is not required to be held into the matter by any person or body under section 3.34(2)(e) of the Act. This does not discharge Council from any obligation it may otherwise have to conduct a public hearing (for example, in response to a submission or if reclassifying land).

4. The planning proposal authority is authorised as the local plan-making authority to exercise the functions under section 3.36(2) of the Act subject to the following:
 - (a) the planning proposal authority has satisfied all the conditions of the Gateway determination;
 - (b) the planning proposal is consistent with section 9.1 Directions or the Secretary has agreed that any inconsistencies are justified; and
 - (c) there are no outstanding written objections from public authorities.
5. The time frame for completing the LEP is to be **9 months** following the date of the Gateway determination.

Dated 5th day of December 2019.



Christine Gough
Acting Director, Central (GPOP)
Central River City and Western
Parkland City
Department of Planning, Industry and
Environment

Delegate of the Minister for Planning
and Public Spaces



**Planning,
Industry &
Environment**

Alteration of Gateway Determination

Planning proposal (Department Ref: PP_2019_COPAR_009_00)

I, Director, Central (GPOP) at the Department of Planning, Industry and Environment, as delegate of the Minister for Planning and Public Spaces, have determined under section 3.34(7) of the *Environmental Planning and Assessment Act 1979* to alter the Gateway determination dated 5 December 2019 for the proposed amendment to the Parramatta Local Environmental Plan 2011 as follows:

1. Delete "condition 5"

Replace with a new condition 5: "The LEP shall be completed by 31 March 2022."

2. Insert "condition 8":

"The planning proposal must be publicly exhibited by 30 November 2021."

3. Insert "condition 9":

"The planning proposal must be reported to Council for final consideration by 28 February 2022."

Dated 27th day of October 2021.

A handwritten signature in blue ink, appearing to read 'C Gough'.

**Christine Gough
Director, Central (GPOP)
Central River City and Western
Parkland City
Department of Planning, Industry and
Environment**

**Delegate of the Minister for Planning
and Public Spaces**

PP_2019_COPAR_009_00 (IRF21/4343)

The Chairperson was assumed by Robert Hussey.

INNOVATIVE

6.1 SUBJECT Post Exhibition report - Planning Proposal and draft
Planning Agreement for land at 22 Noller Parade,
Parramatta

REFERENCE RZ/15/2018 -

APPLICANT/S Hamptons Property Services

OWNERS Jimstam Holdings

REPORT OF Project Officer

DETERMINATION


The Panel recommends that further investigation be undertaken regarding the potential flooding risk of the site and the associated impacts this may have on the land use of the ground floor and resident safety. The Panel notes the proximity of 125-129 Arthur Street to this site (which the Panel has previously dealt with) and the desirability of a adopting a consistent policy approach.

The Panel gives no weight to the indicative plans provided as part of the planning proposal noting that they do not satisfy ADG separation requirements.

The Panel decision was unanimous.

The meeting terminated at 5:38 pm.




Robert Hussey (Apr 22, 2022 11:34 GMT+10)

Chairperson