

PTE25-29

**Finalisation of Planning Proposal, Planning Agreement and Site-Specific Development Control Plan for 57-83 Church Street, Parramatta**

(Report by the Project Officer Land Use)

**RECOMMENDATION:** Councillor Ng and Councillor Ellard

- (a) That Council approve for finalisation the Planning Proposal for land at 57-83 Church Street, Parramatta (**Attachment 1**) which seeks the following amendments to the Parramatta Local Environmental Plan 2023 (Parramatta LEP 2023):
  - i. Increase the Floor Space Ratio control from 7.2:1 to 8.4:1 for land at 83 Church Street, Parramatta (Site 1).
  - ii. Increase the Height of Buildings control from 90m to 118m (40 storeys) for land at 63 Church Street, Parramatta (Site 2).
  - iii. For Sites 1 and 2, switch off the provisions within Clause 7.14 Competitive design process of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (5) Site specific provisions to exempt any future application comprising of alterations and additions from the competitive design process to ensure compliance with the approved winning design excellence competition scheme.
  - iv. For Site 1, switch off Clause 7.24 Dual water systems of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (6) to reflect the approval for this site which was granted before dual water systems were mandated.
  - v. For Sites 1 and 2, amend Clause 7.29 Site specific provisions to revise the non-residential gross floor area requirement from 40% to 25% of total Gross Floor Area.
- (b) To include a clause under Schedule 1 Additional permitted uses to allow residential basement carparking in the E2 Commercial Centre zone on Sites 1 and 2 and development for creative industries on Site 2.
  - i. That Council approve the site-specific Development Control Plan at **Attachment 2** for finalisation and insertion into the Parramatta Development Control Plan 2023.
  - ii. That Council delegate authority to the Chief Executive Officer to finalise the draft Planning Agreement at **Attachment 3**, and to sign the Planning Agreement on Council's behalf.
  - iii. That Council delegate authority to the Chief Executive Officer to make minor amendments and corrections of a non-policy and administrative nature that may arise during the finalisation process relating to the Planning Proposal, Development Control Plan and Planning Agreement.

**Record of Voting:**

For the Motion: Councillor Issa, Councillor Ellard, Councillor Dr Greenwood, Councillor Ng and Councillor Raffoul (Unanimous)



**CITY OF  
PARRAMATTA**

## **AGENDA**

# **Planning, Transport and Environment Committee Meeting**

A Planning, Transport and Environment Committee Meeting of the Council of the City of Parramatta will be held on LEVEL 4 - COUNCIL CHAMBERS, PHIVE, 5 PARRAMATTA SQUARE, PARRAMATTA on Monday 28 July 2025 at 7:30 pm.

Gail Connolly PSM  
**CHIEF EXECUTIVE OFFICER**

**REPORT NAME** PTE25-29 Finalisation of Planning Proposal, Planning Agreement and Site-Specific Development Control Plan for 57-83 Church Street, Parramatta

**REPORT OF** Project Officer

## **DEVELOPMENT APPLICATIONS CONSIDERED BY SYDNEY CENTRAL CITY PLANNING PANEL:**

Development Application (DA/738/2016) was approved in August 2017 for:

- a) Demolition of existing buildings, tree removal and consolidation of lots;
- b) Construction of an 11-storey non-residential building for 275 hotel rooms and associated activities, two residential towers comprising a total of 538 apartments over two levels of retail/commercial podium at the rear of the site and associated landscaping and plaza works on Site 1; and
- c) Construction of a 10-storey non-residential building fronting Church Street, and a mixed use tower containing 9 levels of non-residential floor space and 22 storeys comprising 235 apartments at the rear of the site, with associated landscaping and plaza works on Site 2.

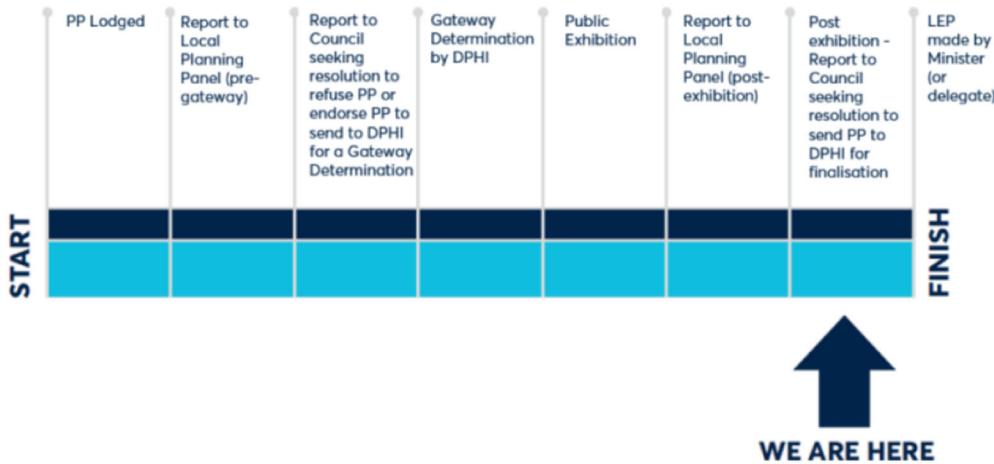
**PURPOSE:** To seek Council's approval for the finalisation of a Planning Proposal, draft Planning Agreement and Site-Specific Development Control Plan (DCP) amendments for land at 57-83 Church Street, Parramatta.

## **RECOMMENDATION:**

- (a) That Council approve for finalisation the Planning Proposal for land at 57-83 Church Street, Parramatta (**Attachment 1**) which seeks the following amendments to the Parramatta Local Environmental Plan 2023 (Parramatta LEP 2023):
  - i. Increase the Floor Space Ratio control from 7.2:1 to 8.4:1 for land at 83 Church Street, Parramatta (Site 1).
  - ii. Increase the Height of Buildings control from 90m to 118m (40 storeys) for land at 63 Church Street, Parramatta (Site 2).
  - iii. For Sites 1 and 2, switch off the provisions within Clause 7.14 Competitive design process of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (5) Site specific provisions to exempt any future application comprising of alterations and additions from the competitive design process to ensure compliance with the approved winning design excellence competition scheme.
  - iv. For Site 1, switch off Clause 7.24 Dual water systems of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (6) to reflect the approval

- for this site which was granted before dual water systems were mandated.
- v. For Sites 1 and 2, amend Clause 7.29 Site specific provisions to revise the non-residential gross floor area requirement from 40% to 25% of total Gross Floor Area.
- (b) To include a clause under Schedule 1 Additional permitted uses to allow residential basement carparking in the E2 Commercial Centre zone on Sites 1 and 2 and development for creative industries on Site 2.
- That Council approve the site-specific Development Control Plan at **Attachment 2** for finalisation and insertion into the Parramatta Development Control Plan 2023.
  - That Council delegate authority to the Chief Executive Officer to finalise the draft Planning Agreement at **Attachment 3**, and to sign the Planning Agreement on Council's behalf.
  - That Council delegate authority to the Chief Executive Officer to make minor amendments and corrections of a non-policy and administrative nature that may arise during the finalisation process relating to the Planning Proposal, Development Control Plan and Planning Agreement.

## PLANNING PROPOSAL TIMELINE



## SUMMARY

- This report presents the outcomes of the public exhibition of the Planning Proposal, draft Planning Agreement and draft site-specific Development Control Plan (DCP) for land at 57-83 Church Street, Parramatta. The report seeks Council's endorsement for their finalisation.
- The Planning Proposal, draft Planning Agreement and draft site-specific DCP were publicly exhibited from 14 April 2025 to 28 May 2025. A total of 26 unique submissions were received, with the majority of submissions in support of the proposal. No amendments to the exhibited Planning Proposal, draft Planning

Agreement or draft DCP are proposed in response to matters raised in the submissions.

## SITE LOCALITY AND DESCRIPTION

3. The site comprises allotments at 83 Church Street, 63 Church Street and 57 Church Street and is legally identified as Lots 100 (Site 1), 102 (Site 2) within DP1249271 and Lots 15, 16 and 114 within DP129484 (Site 3).
4. The site is located within the Auto Alley Precinct at the southern gateway to the Parramatta City Centre, which was historically characterised by its high concentration of car sales yards. The site is located on the periphery of the Parramatta City Centre within easy walking distance to Parramatta and Harris Park railway stations.
5. The site and its surrounding context are shown below in **Figure 1**.



**Figure 1:** Subject site and surrounds at 57-83 Church Street, Parramatta

## BACKGROUND

6. The site has an extensive planning history and has been subject to past planning studies and applications for over a decade, including a site-specific Planning Proposal, Planning Agreement, Architectural Design Competition, Concept Development Application (DA) and approved DA.

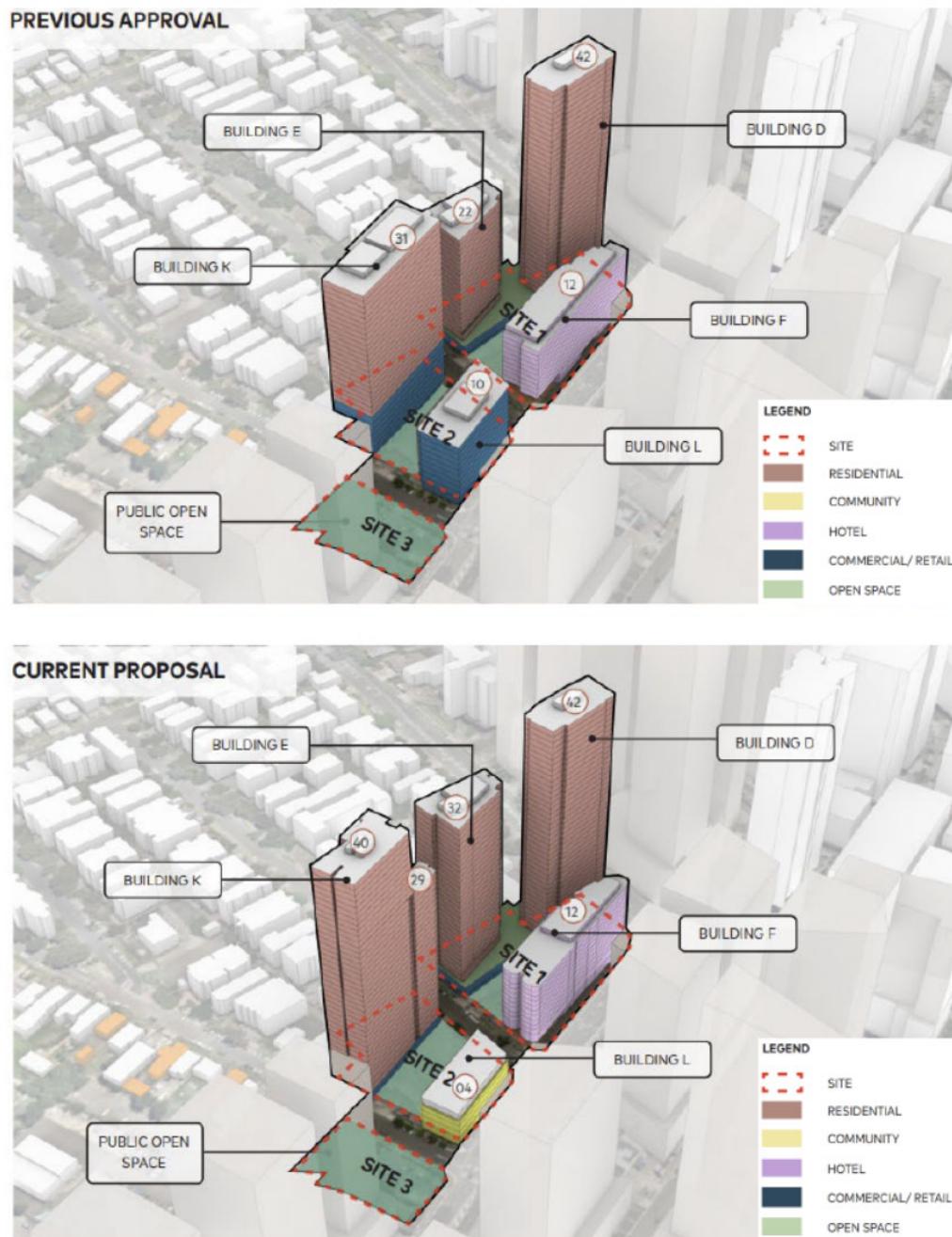
7. A previous Planning Proposal rezoned the site in 2014 to permit mixed-use development including residential, commercial and retail uses with heights up to 118m (40 storeys) and a maximum floorspace ratio (FSR) of 7.2:1. The site-specific clause 7.29 of the Parramatta Local Environmental Plan (PLEP) was also introduced to mandate a minimum of 40% of gross floor area (GFA) on Site 1 be allocated for non-residential purposes. The intent of this clause was to provide employment opportunities within the Parramatta City Centre.
8. A Planning Agreement was registered on the title of the land in January 2014 that was valued at that time at \$15,142,695. The Planning Agreement was to deliver:
  - a) Embellishment and dedication of land at Site 3 comprising a total of 1,953sqm for use as a public open space;
  - b) Embellishment and footpath widening along the Church Street frontage of the land;
  - c) Provision of a pedestrian thoroughfare through Sites 1 and 2;
  - d) The construction and dedication of a commercial suite comprising 200sqm to Council; and
  - e) Payment of a \$7.3 million cash contribution in accordance with the requirements of Council's (former) City Centre Section 94A Plan.
9. It is proposed to extinguish the Planning Agreement that is currently registered on the title of the land and replace it with a new Planning Agreement.
10. The design of development on the site has been subject to an Architectural Design Competition, a Concept DA and a detailed DA. The detailed DA (DA/738/2016) was approved by the Sydney Central City Planning Panel in 2017 and is currently under construction for:
  - a) Demolition of existing buildings, tree removal and consolidation of lots;
  - b) Construction of an 11-storey non-residential building for 275 hotel rooms and associated activities, two residential towers comprising a total of 538 apartments over two levels of retail/commercial podium at the rear of the site and associated landscaping and plaza works on Site 1; and
  - c) Construction of a 10-storey non-residential building front Church Street, and a mixed-use tower containing 9 levels of non-residential floor space and 22 storeys comprising 235 apartments at the rear of the site, with associated landscaping and plaza works on Site 2.
11. The DA has been subject to several modification applications which have amended the conditions of consent, the staging of construction and have sought minor design amendments to the approved layout.

## GATEWAY DETERMINATION

12. At its meeting on 9 December 2024, Council endorsed the subject Planning Proposal, draft Planning Agreement and draft DCP for seeking Gateway Determination and public exhibition (**Attachment 6**).
13. A Gateway Determination (**Attachment 7**) was issued by the Department of Planning, Housing and Infrastructure (DPHI) on 4 March 2025. The Gateway Determination set out public exhibition requirements and conditions that required minor amendments to the Planning Proposal such as addressing Ministerial Directions, required documents for exhibition and consultation requirements with State agencies.
14. Public exhibition of the Planning Proposal, draft Planning Agreement and draft DCP commenced on 14 April 2025 and concluded on 28 May 2025.
15. The Gateway Determination requires the Planning Proposal to be finalised by 13 March 2026.

## PLANNING PROPOSAL

16. The Planning Proposal (**Attachment 1**) seeks to facilitate a higher density mixed use development scheme than permitted under the current planning controls by increasing some of the Height of Building and Floor Space Ratio controls. It will also introduce an additional permitted use on the site, and site-specific provisions to facilitate the changes envisaged in the development. The proposal also includes a substantial public benefit offering, including a 4-storey Community and Cultural building (Building L) and the public park and through-site links previously secured.
17. Comparison between the site layout and built form of development approved under the existing planning controls and that which would be enabled by the Planning Proposal is shown below in **Figures 2 and 3**.
18. The Planning Proposal makes key amendments to principal development standards including increasing the floor space ratio for Site 1 from 7.2:1 to 8.4:1 to facilitate an additional 10 residential storeys to be delivered at Building E. As land dedication for road widening along Church Street has been undertaken, the updated FSR also reflects the reduced site area of Site 1. The Height of Building control for part of Site 2 is increased from 90m to 118m to allow for the redistribution of commercial floorspace from Building L to residential floorspace in Building K. These amendments are shown in **Attachment 4**.



**Figure 2:** Comparison of site layout and built form permissible under the current and proposed planning controls.



**Figure 3:** Comparison of visual renders of development under the existing and proposed planning controls.

**Table 1** below summarises the amendments to the Parramatta Local Environmental Plan 2023 that will be facilitated by the Planning Proposal.

**Table 1:** Proposed PLEP 2023 Amendments

	Existing		Proposed	
	Site 1	Site 2	Site 1	Site 2
<b>Zoning</b>	Part MU1 and Part E2	Part MU1 and Part E2	No change	No change
<b>Height of Buildings</b>	Part 36m and Part 118m (12 and 42 storeys)	Part 36m and 90m (10 and 32 storeys)	No change	Part 36m and Part 118m (4 and 40 storeys)*
<b>Floor Space Ratio</b>	7.2:1	6.4:1	8.4:1	No change
<b>Dwelling Yield</b>	479	235	539 (60 dwellings increase)	383 (148 dwellings increase)**
<b>Residential GFA</b>	40,249sqm	18,392sqm	46,259sqm (6,010sqm increase)	32,132sqm (13,740sqm increase)
<b>Non-residential GFA</b>	Minimum 22,613sqm	Minimum 16,503sqm	No change	Minimum 3,455sqm (13,048sqm decrease)
<b>Clause 7.29 (clause 3(a) and 4)</b>	<ul style="list-style-type: none"> <li>Both sites At least 40% of the GFA on Site 1 is to be used for purposes other than residential accommodation or serviced apartments.</li> </ul>		<ul style="list-style-type: none"> <li>At least 25% of the GFA across Sites 1 and 2 are to be used for non-residential purposes.</li> </ul>	
<b>Clause 7.29 (clause 3(b))</b>	<ul style="list-style-type: none"> <li>The FSR on Site 1 will not exceed 7.2:1 if the development includes a basement for commercial purposes.</li> </ul>		<ul style="list-style-type: none"> <li>Restriction on FSR if basement used for commercial purposes is removed.***</li> </ul>	

<b>Clause 7.14 Competitive Design Process</b>			<ul style="list-style-type: none"> <li>Both Sites - Competitive design process does not apply to the land to which this part applies if the application comprises only alterations and additions to a building that is the winner of a design competition.</li> </ul>
<b>Clause 7.24 Dual Water Systems</b>			<ul style="list-style-type: none"> <li>Dual water systems does not apply to the land on Site 1 that comprises only alterations and additions to a building.</li> </ul>
<b>Additional Permitted Uses</b>	None	None	<ul style="list-style-type: none"> <li>Residential basement carparking within the E2 Commercial Centre zone.</li> <li>Creative industries within the E2 Commercial Centre zone (to facilitate the potential relocation of the Parramatta Artists Studio)</li> </ul>

\* The difference (in storeys) between Site 1 and 2 is due to the increased floor to ceiling heights within the podium level of Building K. This is required to 'future-proof' the building and enable the potential delivery of commercial floor space or alternative uses.

\*\* Dwelling number increase is a result of the redistribution of non-residential floor area to residential floor area through amendments to Clause 7.29. Overall, there is no change in FSR on Site 2.

\*\*\* This requirement in the 2014 rezoning of the site was predicated on a supermarket being provided in the basement level. The basement supermarket can no longer be provided due to flooding constraints, rendering the clause redundant.

## SITE-SPECIFIC DEVELOPMENT CONTROL PLAN

19. Section 9.10.2 of the Parramatta City Centre DCP applies to the site. The Planning Proposal requires amendments to the DCP to ensure that the DCP planning controls are consistent with the development as proposed.
20. The amendments to the DCP update height figures, building footprints, outdated references and labels. The changes are primarily of an administrative nature and are intended to reflect the development scheme envisaged under the Planning Proposal.

21. The proposed amendments to the DCP were publicly exhibited (**Attachment 2**). In order to clearly differentiate between existing DCP controls and proposed amendments, the exhibited DCP amendments were shown in red text.

## PUBLIC EXHIBITION

22. The Gateway Determination (**Attachment 7**) required minor amendments to the Planning Proposal to satisfy Ministerial Directions. Prior to public exhibition, the Planning Proposal was amended in accordance with the conditions of the Gateway Determination.
23. The Planning Proposal, draft Planning Agreement and draft DCP were publicly exhibited from 14 April 2025 to 28 May 2025. A total of 2,734 letters were mailed to nearby property owners and six corflutes were placed around the site with details of QR codes linking to a webpage with further details and instructions on how to make a submission. A total of 26 submissions were received. The majority of submitters live in the suburb of Parramatta (10). There were single submissions from surrounding suburbs such as Harris Park, Westmead, North Parramatta, Northmead, and Rosehill. The 26 submissions were categorised as:
- 21 from Residents, Individuals and Landowners.
  - 2 from Public Authorities and Businesses.
  - 3 from Government Agencies.
24. The exhibition required submitters to state their position on the proposal between 'do not support', 'unsure/neutral or only comments provided' and 'support'. A breakdown of responses is below in **Table 2**.

**Table 2:** Submissions from the Public Exhibition Period

Position	Count (Percentage)
Support	14 (54%)
Unsure / Neutral or only comments provided	6 (23%)
Do Not Support	6 (23%)
<b>Total</b>	<b>26 (100%)</b>

## COUNCIL OFFICER RESPONSES TO KEY ISSUES RAISED IN SUBMISSIONS

25. A summary of the key issues raised in the submissions and Council officer responses is provided below. No amendments to the exhibited Planning Proposal, draft Planning Agreement or draft DCP are proposed in response to matters raised in the submissions. A detailed analysis of all submissions is provided in the Community Engagement Report at **Attachment 5**.
26. Density was the primary theme that was raised in submissions. Out of the twenty-six (26) submissions, seven (7) or 26% identified the theme of density in relation to the proposal. There were some submissions which were supportive of the increased residential density and advocated for more housing on the

- site. Some submissions were not supportive of the proposed increase in residential density.
27. The issue of traffic and parking was raised in three (3) or 11% of submissions. **Table 3** provides a summary of issues raised and Council officer responses.

**Table 3:** Summary of Key Issues and Council Officer Responses

Issue	Council Officer Response
<b>Density</b>	
Parramatta having an oversupply of residential apartments.	<ul style="list-style-type: none"> <li>The site is zoned MU1 Mixed Use which permits residential development.</li> </ul> <p>The provision of additional housing helps address the State Government identified housing shortage.</p>
The increase in density and built form will negatively impact on the surrounding environmental amenity.	<ul style="list-style-type: none"> <li>The proposed built form has been subject to extensive urban design testing.</li> <li>Proposed controls will deliver more slender tower forms, reducing bulk and scale. The towers will have a minimal shadow impact on adjacent properties and will have a lesser shadow impact on the new park at Site 3 than the currently approved development.</li> <li>Any future DA or modification will be required to comply with Clause 7.13 Design Excellence to maintain design integrity without the need for a new competition.</li> </ul>
The proposal should not reduce commercial floorspace on the site.	<ul style="list-style-type: none"> <li>Economic analysis indicates it is unlikely that the currently approved amount of commercial floor space will be fully utilised.</li> <li>The original approval included 5,694sqm of supermarket space in the basement. Due to flooding constraints this can no longer be provided.</li> <li>The site is located on the fringe of the Parramatta City Centre and is more suitable for increased residential density.</li> </ul>
<b>Traffic</b>	

The proposal will worsen traffic congestion.	<ul style="list-style-type: none"><li>• An additional 39 peak hour trips are anticipated to be generated. This is considered minimal and will not significantly impact the road network.</li><li>• Transport for NSW have not raised any concerns regarding the impact of the proposal on the road network.</li></ul>
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## Additional Matters

28. Other matters raised in submissions generally comprise out of scope items raised by submitters that are not relevant to the Planning Proposal. Detailed officer responses are in the Community Engagement Report (**Attachment 5**).

## PUBLIC AGENCY SUBMISSIONS SUMMARY AND RESPONSE

31. Three (3) submissions were received from the following public agencies:
- a) Transport for NSW.
  - b) NSW SES.
  - c) Department of Climate Change, Energy, the Environment and Water (DCCEEW).
32. The agency submissions do not require any changes to be made to the Planning Proposal, draft Planning Agreement or draft DCP. The agency submissions are summarised in the Community Engagement Report (**Attachment 5**).

## PLANNING AGREEMENT

33. The Planning Agreement associated with the proposal is valued at \$26,543,384 and comprises the following items:
- a) Dedicate Building L as a Community and Cultural building with approximately 3,200sqm to be distributed as follows:
    - Basement
      - Basement carparking comprising 34 spaces.
    - Ground floor
      - Retail tenancy comprising of a total 131sqm in a cold shell fit-out.
      - Community hall comprising a total 555sqm in a warm shell fit-out.
    - Levels 1 – 3 – (cold shell)
      - Commercial office space to be utilised by Council or independently tenanted.
        - It is envisaged that the Parramatta Artists Studio will occupy two levels of the building. Alternatively, all levels could be

- used for commercial office purposes or other community use subject to a future DA.
- b) Dedicate a fully embellished open space public park on Site 3 totalling approximately 1,953sqm.
  - c) Design, construction and embellishment of footpaths and through-site links across Site 1 and 2 facilitating north-south movement between the buildings fronting Church Street and to the rear of the site.
  - d) Embellish and make accessible via public easements to be held by Council to provide thoroughfares on Site 1 and 2.
34. Parramatta City Centre Local Infrastructure Contributions Plan 2022 is applicable to the development. The value of contributions payable is \$6,141,802. The draft Planning Agreement has allocated these funds to be used by the developer in the warm-shell fit-out of the ground floor community hall in Building L.
35. Finalising the draft Planning Agreement will require an amendment to the bank guarantee from 75% to 65% of the total cost of Building L, which is estimated to be \$16,769,200. The owners made a request to Council to reduce the bank guarantee amount given the substantial holding costs associated with a bank guarantee of this amount.
36. Council Officers have supported the request as:
- a) The building will be dedicated within its own stratum allotment and is not tied into the construction of the mixed use tower;
  - b) Dedication of the Community and Cultural building can be undertaken separately to the construction and completion of the mixed-use development; and
  - c) The bank guarantee will be supplied from an Australian financial institution.
37. In accordance with Council's 9 December 2024 resolution, a report was commissioned by Council's City Culture team to examine the operating model, costs, funding sources for warm shell fit out, commercial leasing opportunities, maintenance and depreciation costs for relocating the Parramatta Artists Studio within the Community and Cultural building. The report will be considered at the 21 July 2025 Customer, Community and Culture Committee (CCC Committee). A Briefing Note will be provided to Councillors on the Planning Transport and Environment Committee (PTE Committee) so the committee members are aware of the recommendation of the CCC Committee on this matter when considering this report. Ultimately the recommendations of the CCC Committee and PTE Committee will be considered at the August 2025 Council Meeting.
38. Should the Customer, Community and Culture Committee resolve not to support the relocation of the Parramatta Artists Studio to Building L, this would not impact on the delivery of the Planning Agreement which has been drafted
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in such a way that it will secure Levels 1-3 of Building L in a cold-shell fit-out, allowing Council to either fit these floors out for the Parramatta Artists Studio, or for another permissible use.

## POST EXHIBITION AMENDMENTS

39. The Flood Impact Assessment and Flood Planning Statement has been updated post-exhibition in accordance with the comments received by NSW SES and DCCEEW. These updates maintain that the Planning Proposal has been assessed against the most recent flood risk management strategies, policies and documents.
40. The draft Planning Agreement was amended in accordance with the Council 9 December 2024 resolution to include the provision of an easement that would support a future pedestrian bridge over the Great Western Highway.
41. The draft Planning Agreement was also amended to include:
  - a) The bank guarantee amended from 75% to 65% of the value of Building L.
  - b) Clarification that the flood path under Building L will not form part of the stratum lot to be dedicated to Council.

## CONSULTATION & TIMING

### Stakeholder Consultation

42. The following stakeholder consultation has been undertaken in relation to this matter:

Date	Stakeholder	Stakeholder Comment	Council Officer Response	Responsibility
14 April to 28 May 2025 (Public Exhibition)	Community members, landowners and public authorities	A summary of submissions received is provided at Attachment 5.	Council Officer responses to issues raised is provided at Attachment 5.	Group Manager, Major Projects and Precincts.

### Councillor Consultation

43. The following Councillor consultation has been undertaken in relation to this matter:

Date	Councillor	Councillor Comment	Council Officer Response	Responsibility
11 July 2025 – Briefing Note Issued	All Councillors	None at time of finalising this report.	N/A.	Executive Director, City Planning and Design

## **LEGAL IMPLICATIONS FOR COUNCIL**

44. The draft Planning Agreement was publicly exhibited from 14 April to 28 May 2025. The draft Planning Agreement was based on the Letter of Offer and Council resolution dated 9 December 2024. The draft Planning Agreement is considered appropriate for finalisation.

## **FINANCIAL IMPLICATIONS FOR COUNCIL**

45. The Planning Agreement delivering the items specified in this report is recommended to be entered into between Council and the landowner. The Planning Agreement will result in Building L being dedicated to Council in its entirety for use as Community and Cultural building.
46. The Community and Cultural building is not expected to be operational until approximately 2028 due to the staged construction of the development.
47. A report will be considered by the Customer, Community and Culture Committee (CCC Committee) at its 21 July 2025 meeting which will investigate the opportunity to relocate the Parramatta Artists Studio within Building L and will provide a proposed operating model, capital costs, funding sources for the warm shell fit-out (excluding the community hall) and maintenance and depreciation costs. The recommendations of the CCC Committee will be provided to the members of this Committee via a Briefing Note.

## **CONCLUSION AND NEXT STEPS**

48. It is recommended that Council approve the finalisation of the Planning Proposal, draft Planning Agreement and site-specific DCP for land at 57-83 Church Street, Parramatta.

Belinda Borg  
**Team Leader Major Projects and Precincts**

David Birds  
**Group Manager Major Projects and Precincts**

Robert Cologna  
**Executive Director City Planning and Design**

Gail Connolly PSM  
**Chief Executive Officer**

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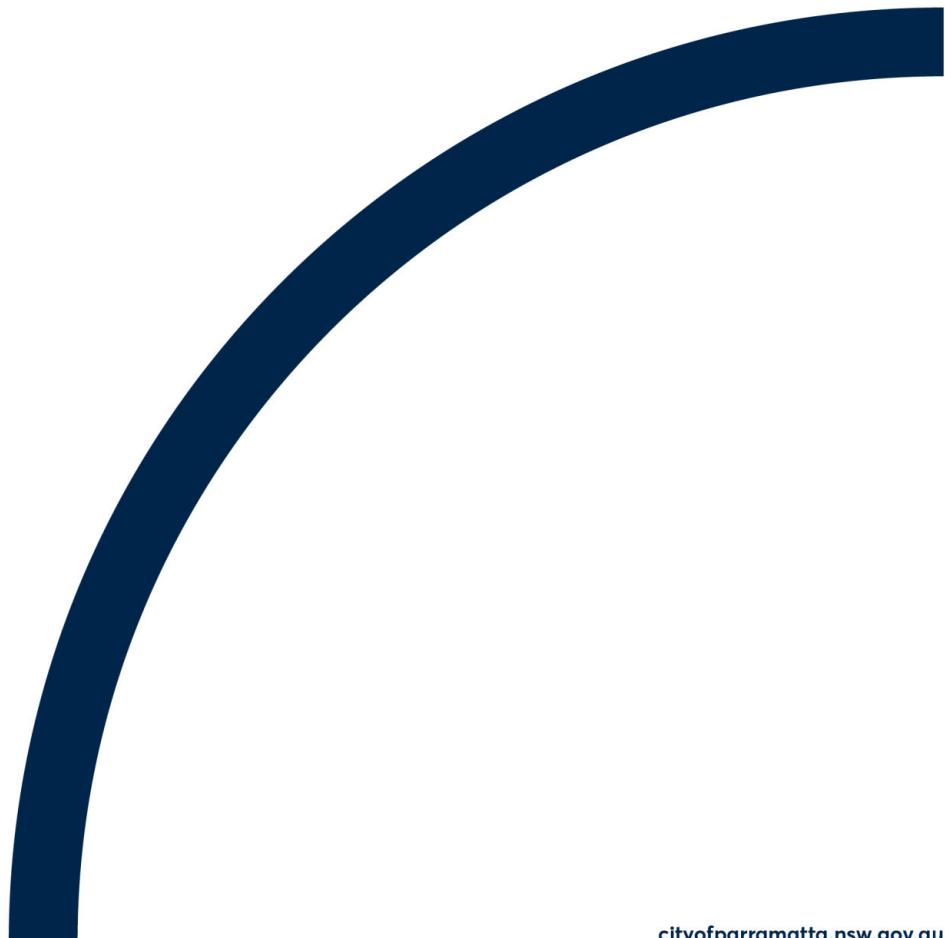
## **ATTACHMENTS:**

1. ECM 594838 v 1 Planning Proposal Report (v 2) - Update in Response to Gateway Conditions - 57-83 Chu [**PTE25-29.1** - 54 pages]
2. ECM 1126848 v 1 Site Specific DCP - 57-83 Church Street, Parramatta [**PTE25-29.2** - 20 pages]
3. ECM 1146600 v 2 57-83 Church Street - Post- Exhibition - VPA ( Final) [**PTE25-29.3** - 76 pages]
4. ECM 1126808 v 2 Proposed PLEP 2023 Map Amendments [**PTE25-29.4** - 1 page]
5. ECM 1131909 v2 57 83 Church Street Post Exhibition Community E [**PTE25-29.5** - 24 pages]
6. ECM 1137952 v 1 9 December 2024 - Council Report and Minutes (updated links) - Post- Exhibition - At [**PTE25-29.6** - 24 pages]
7. ECM 524429 v 1 Gateway Determination - P P-2024-2057 [**PTE25-29.7** - 2 pages]



# PLANNING PROPOSAL

57–83 Church Street, Parramatta



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## Planning Proposal drafts

Proponent versions:

No.	Author	Version
1.	Urbis	Submitted to Council for assessment – September 2024
2.	Urbis	Update in Response to Gateway Conditions – March 2025

Council versions:

No.	Author	Version
1.	City of Parramatta Council	Report to Local Planning Panel and Council on the assessment of Planning Proposal – November 2024
2.	City of Parramatta Council	Update in response to Gateway Conditions – March 2025

# INTRODUCTION

This Planning Proposal explains the intended effect of, and justification for, the proposed amendment to *Parramatta Local Environmental Plan (PLEP) 2023* for 57-83 Church Street, Parramatta. It has been prepared in accordance with Section 3.33 of the *Environmental Planning and Assessment Act 1979* and the Department of Planning, Housing and Infrastructure (DPCI) guide, 'A Guide to Preparing Local Environment Plans' (August 2023).

This Planning Proposal was received by Council on 16 September 2024 and was prepared on behalf of the landowner and developer, JQZ.

The site has been subject to a past Planning Proposal, a Design Excellence Competition, site-specific DCP and Development Application which granted consent for a mixed-use development comprising the use of the land for a hotel, residential apartments, retail, commercial and public open space.

The purpose of this Planning Proposal is to accommodate an increase in residential floor space across the development to fulfil the future housing needs of Parramatta. This Planning Proposal seeks to amend the PLEP 2023 by:

- Increase the Floor Space Ratio control from 7.2:1 to 8.4:1 for land at 83 Church Street, Parramatta (Site 1)
- Increase the Height of Buildings control from 90m to 118m (40 storeys) for land at 63 Church Street, Parramatta (Site 2)
- For Site 1 and 2, switch off the provisions within Clause 7.14 Competitive design process of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (5) Site specific provisions to exempt any future application comprising of alterations and additions from the competitive design process to ensure compliance with the approved winning design excellence competition scheme.
- For Site 1, switch off Clause 7.24 Dual water systems of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (6) to reflect the approval for this site which was granted before dual water systems were mandated.
- Amend Clause 7.29 Site specific provisions to revise the non-residential gross floor area requirement from 40% to 25% of total GFA,
- Additional Clause under Schedule 1 Additional permitted uses to allow residential basement carparking in the E2 Commercial Centre zone on Sites 1 and 2 and development for creative industries on Site 2.

## The Site

The site comprises of allotments at 83 Church Street, 63 Church Street and 57 Church Street and are legally identified as follows:

Site Address	Lot Number and Deposited Plan	Land Size (sqm)
83 Church Street, Parramatta (Site 1)	100/DP1249271	7136
63 Church Street, Parramatta (Site 2)	102/DP1249271	4519
57 Church Street, Parramatta (Site 3)	15/DP651039, 16/DP12623 and 114/DP129484	1953

The site is located on the southern side of the Great Western Highway and intersected by Early Street and Lansdowne Street, with Church Street bordering the site to the east. The site is located within the Auto Alley Precinct at the southern gateway to the Parramatta CBD, which was historically characterised by its high concentration of car sales yards.

Site 1 is currently an active construction site which is in the early stages of constructing the development approved under DA/738/2018. Basement excavations and construction are currently underway, and the site is surrounded by construction fencing to prevent public access.

Site 2 is currently occupied by a dilapidated three storey building which occupies the eastern portion of the site fronting Church Street. The building is the former 'Holden House' car dealership within the Auto Alley Precinct. The western portion of the site is occupied by a construction site office which services the active construction site for Site 1.

To the south of Site 2, on the southern side of Lansdowne Street, is 57 Church Street which is known as Site 3 and forms part of the site-wide Planning Agreement. The site is currently occupied by the sales office for the development at Site 1 and by a hardstand carpark. Site 3 is currently zoned RE1 Public Recreation and is to be developed and dedicated to Council as a public park. It is noted that Site 3 does not form part of the subject Planning Proposal.

Jubilee Park is located approximately 200m to the east of the site. Jubilee Park is owned by the City of Parramatta Council and comprises public open space, play equipment, Harry Todd Band Hall and Jubilee Park Childcare Centre.

The site is currently affected by the following planning controls under the PLEP 2023:

- is zoned part MU1 Mixed Use and part E2 Commercial Centre,
- has a maximum building height of part 118m, 90m and 36m,
- has a maximum floor space ratio (FSR) of part 7.2:1 (Site 1) and part 6.4:1 (Site 2).

The site and its surrounds are shown below in **Figure 1**.



**Figure 1:** Subject Site at 57-83 Church Street Parramatta

#### Background and context

The site has been subject to past planning studies, a site-specific Planning Proposal, Architectural Design Competition, Concept Development Application and Development Application.

#### Planning Proposal – RZ/9/2011

RZ/9/2011 was gazetted for the subject site in September 2014 which rezoned the site to allow for retail, commercial and residential land uses in a high-density setting. The Planning Proposal was informed by the Council-initiated Auto Alley Planning Framework 2014 which investigated how the site could be redeveloped in accordance with world-best practice and achieve the vision of establishing Parramatta CBD as Sydney's second CBD.

The Planning Proposal resulted in the following planning controls being established at the site.

	<b>Previous Control</b>	<b>Existing Control</b>
Building Height	Site 1 – 12m	Site 1 – part 36m and part 118m
	Site 2 – 12m	Site 2 – part 36m and part 90m

	Site 3 – N/A	Site 3 – N/A
FSR	Site 1 – 2:1	Site 1 – 7.2:1
	Site 2 – 2:1	Site 2 – 6.4:1
	Site 3 – N/A	Site 3 – N/A

The Planning Proposal also resulted in the insertion of the site-specific clause 7.29 ‘Church and Early Streets, Parramatta’ under Division 6 ‘Site specific provisions’ of the PLEP 2023, which reads as follows:

- (1) *This clause applies to the following land at Parramatta—*
  - (a) *Lot 10, DP 733044, 83 Church Street and Lot B, DP 304570, 44 Early Street (Site 1),*
  - (b) *Lot 20, DP 732622, 63 Church Street (Site 2).*
- (2) *The objectives of this clause are to ensure that development on the land—*
  - (a) *provides employment opportunities in the precinct by ensuring that a minimum proportion of the available floor space is provided for commercial purposes, and*
  - (b) *the scale and bulk of the development does not adversely impact the amenity of the precinct.*
- (3) *Development consent must not be granted to development, including staged development, involving the erection of a building on Site 1 unless the consent authority is satisfied—*
  - (a) *at least 40% of the gross floor area of Site 1 will be used for purposes other than residential accommodation or serviced apartments, and*
  - (b) *the floor space ratio of Site 1 will not exceed—*
    - (i) *if the development includes a basement to be used for commercial purposes—7.2:1, or*
    - (ii) *otherwise—6.4:1, and*
  - (c) *the gross floor area of each storey of a building above a height of 40m will not exceed 700m<sup>2</sup>.*
- (4) *Development consent must not be granted to development, including staged development, involving the erection of a building on Site 2 unless the consent authority is satisfied at least 40% of the gross floor area of Site 2 will not be used for residential accommodation or serviced apartments.*

The Planning Proposal was also accompanied by a site-specific Development Control Plan (DCP) and Planning Agreement. The site-specific DCP is currently in force under Part 9 of the Parramatta DCP 2023, whereas the Planning Agreement that was agreed under RZ/9/2011 is to be surrendered and replaced with the new Planning Agreement that is currently under negotiation.

#### Design Competition (LA/386/2013) and Concept DA/706/2014

The development was subject to a Design Excellence Competition in accordance with the then Parramatta City Centre LEP 2007. The Design Excellence Panel considered designs by a shortlist of three independent architects that had previously demonstrated capability in designing high quality mixed-use precincts. The Panel determined that the large-scale nature of the development warranted more than one architectural firm undertaking the master planning and design. As such,

both AJC and Turner Studios were awarded design control over the site, with AJC being responsible for Site 1 and Turner Studios responsible for Site 2.

Following the Architectural Design Competition, the Sydney West Joint Regional Planning Panel granted Concept DA consent in June 2016 for the construction of seven buildings across Sites 1 and 2, and a public park on Site 3, comprising indicative building envelopes, 753 apartments and approximately 39,000sqm of retail and commercial floor space.

#### Detailed DA/738/2016 and subsequent modifications

Following approval of the Concept DA, a detailed design DA was approved by the Sydney Central City Planning Panel on 24 August 2017 which granted consent for the following:

- *Site 1 - 83 Church and 44 Early Street: Demolition, tree removal, construction of a 11 storey non-residential building fronting Church Street, two residential towers (22 storey and 40 storey) containing a total of 538 apartments over 2 levels of retail/commercial podium at the rear of the site, with associate landscaping and plaza works.*
- *Site 2 - 63 Church Street: Demolition, tree removal, construction of a 10 storey non-residential building fronting Church Street, and a mixed-use tower containing 9 levels of non-residential floor space and 22 storeys comprising 235 apartments at the rear of the site, with associated landscaping and plaza works.*

Physical works have commenced in accordance with the issued development consent, with basement excavation and construction works underway on Site 1.

Three modifications to DA/738/2016 have been approved by Council to date, summarised as follows:

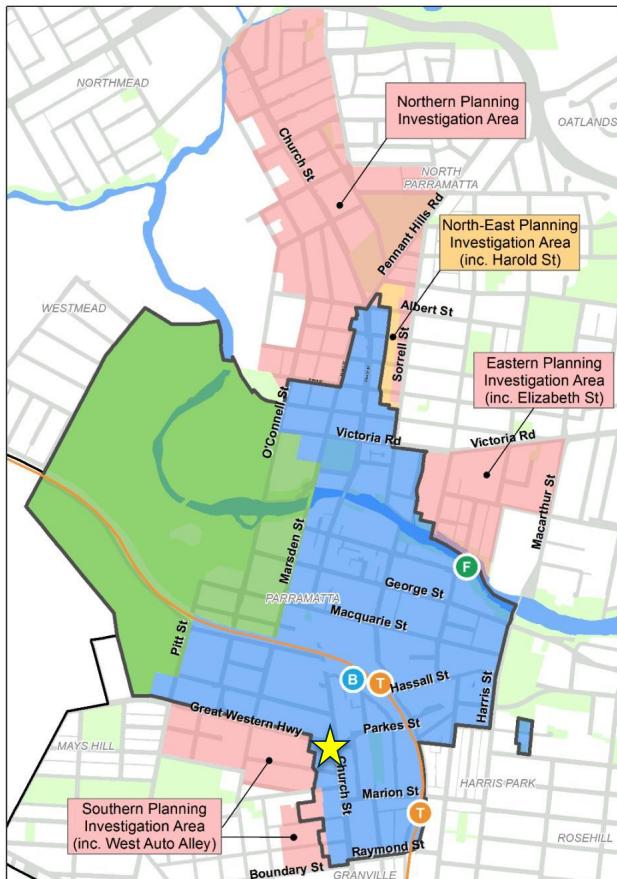
Table 1 – Summary of modifications

DA Number	Proposal Description	Milestone Date
DA/738/2016/B	Section 4.55 (1) modification to an approved mixed-use development. The modification involves amending Condition 25 to allow the staging of the road dedication.	Approved 20 December 2018
DA/738/2016/C	Section 4.55(2) modification to amend the development on Site 1. The modification involves the reduction in residential apartments and increase of hotel rooms, as well as reconfigured designs of podiums and buildings.	Withdrawn 25 August 2020
DA/738/2016/D	Section 4.55(1A) modification to the mixed-use development approved under DA/738/2016 seeking deletion of condition 116 relating to tanked basement construction.	Approved 30 July 2024
DA/738/2016/E	Section 4.55 (1A) modification to an approved mixed-use development seeking to modify Condition 60 of the consent to change the timing of submission of the drainage study.	Approved 16 November 2023
DA/738/2016/F	Section 4.55(2) modification to the mixed-use development for the site including internal and external design modifications to the hotel	Currently under assessment

	building, Buildings D and E and the public domain.	
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#### Southern Planning Investigation Area

On 20 November 2019, Council considered a report on the Parramatta CBD Planning Proposal (CBD PP) and resolved to defer consideration of a number of areas zoned R4 High Density Residential, including an area known as the Southern Planning Investigation Area (SPIA) forming the broader CBD PP at that time. The SPIA is located to the west of the subject site. The precinct was deferred to allow further development options to be investigated.



**Figure 1:** Southern Planning Investigation is shown to the west of the subject site (yellow star)

At the 20 November 2023 Council meeting, Council endorsed a phased work program for the Planning Investigation Areas that were deferred from the CBD PP. The SPIA forms 'Phase 2' of the program after the completion of planning work for the initial investigation area (being the North-East Planning Investigation Area).

To support the National Housing Accord's target of delivering 1.2 million new homes by mid-2029, the Federal Government released the Housing Support Program to provide funding support for local government. City of Parramatta Council was awarded \$860,000 to develop the Southern Parramatta CBD Master Plan for the SPIA. The masterplan will introduce new planning controls to deliver additional dwellings within the SPIA area.

# PART 1 – OBJECTIVES OR INTENDED OUTCOMES

## **Objective**

The primary objective of the Planning Proposal is to amend existing planning controls at 57-83 Church Street, Parramatta to develop the site for higher density development, alter the ratio of residential to non-residential floor space and include the dedication of a Community and Cultural Building to Council.

## **Intended Outcomes**

The intended outcomes of the Planning Proposal are to:

- Contribute to the site's role in transitioning land uses from the employment centre of Parramatta CBD to the residential community of Harris Park and surrounding locality.
- To improve the amenity and solar access to the public park to be delivered on Site 3.
- To permit an appropriate balance of commercial, creative, retail, residential and community uses on the site which responds to the housing needs and economic demands of Parramatta.
- To facilitate activated frontages to Church Street and the through-site link with a range of non-residential land uses.
- Permit a range of non-residential land uses on the site which benefit the existing and future community including creative and community uses.
- To provide a new permanent home for the Parramatta Arts Studio (PAS).
- Minimise the extent of required excavation to support car parking and ancillary functions on the site.

# PART 2 – EXPLANATION OF PROVISIONS

This Planning Proposal seeks to amend *Parramatta LEP 2023 (PLEP 2023)* in relation to the height of buildings, floor space ratio controls, design excellence, site-specific provisions and additional permitted uses.

## Amendment to the Floor Space Ratio Map for Site 1

This Planning Proposal seeks to amend the Floor Space Ratio Map for land at 83 Church Street (Site 1) to facilitate the construction of ten additional storeys on top of the approved Building E raising it from twenty-two (22) to thirty-two (32). This amendments to Floor Space Ratio will result in the mapped control being increased to 8.4:1, not including any design excellence bonuses that may be applicable to the site.

## Amendment to the Height of Buildings Map for Site 2

This Planning Proposal seeks to amend the maximum height of buildings map on Site 2 to permit a maximum height of buildings of 118m. This is an increase of 28m when compared to the existing maximum building height of 90m. Amending the maximum building height to 118m will allow the eventual construction of a tower that has a height of 40 storeys when applying the Design Excellence Bonus applicable to the development.

The proposed increase in building height has been made for several reasons. Since the 2011 planning proposal was finalised, and the concept development application and detailed development applications were approved for the site, the commercial market and demand for office space have fundamentally changed as the demand for housing has significantly increased within Parramatta and Greater Sydney more broadly.

The site is located approximately 600m south of Parramatta Square. It is separated from the commercial core of the Parramatta CBD which is concentrated to the north of the rail corridor by Westfield Parramatta, Church Street, the Great Western Highway, and the railway line and station. As such, the market for commercial office space in the location of the site is limited. As outlined in the Economic Assessment (**Appendix 3**) prepared by Urbis Ltd included with this Planning Proposal the demand for commercial development in the medium term is limited given the high vacancy rates in commercial office space.

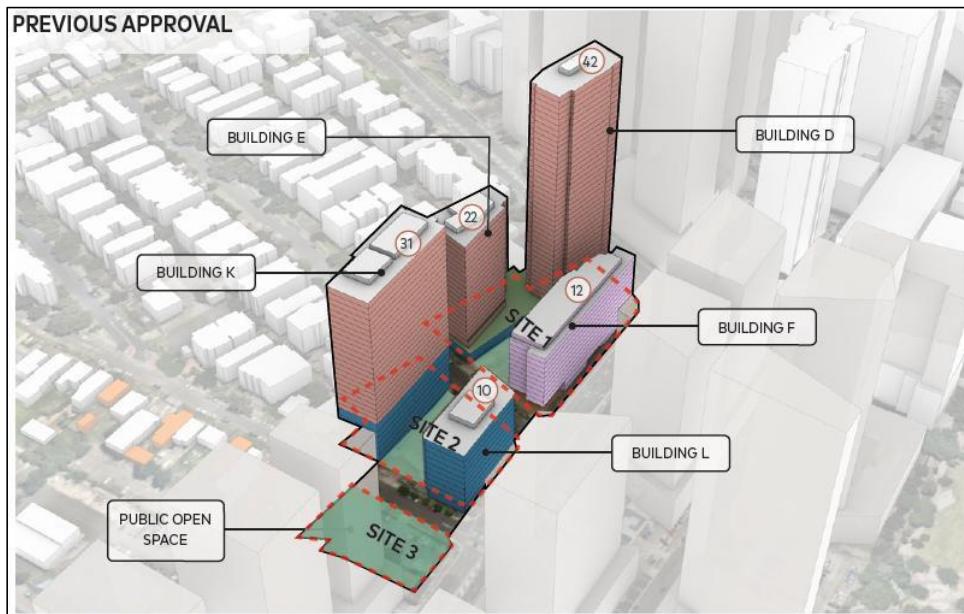
In direct contrast, the demand for additional housing is significant and the lack of supply is contributing to an increase in the cost of housing. To 2029, it is forecast that the Parramatta LGA will have a shortfall of approximately 6,374 dwellings compared to the target of 19,500 set by the NSW State Government as outlined in the Economic Assessment (**Appendix 3**). The Planning Proposal aligns with the directive from the Minister for Planning and Public Spaces (**Appendix 2**) which mandates that delivery additional housing should be a key priority for all Councils within NSW.

The site is considered valuable to contributing towards dwelling targets due to its large, amalgamated size, proximity to Parramatta CBD, amenities and services, and public transport. As such, this planning proposal seeks to replace the podium commercial floor space within Building K with additional residential dwellings.

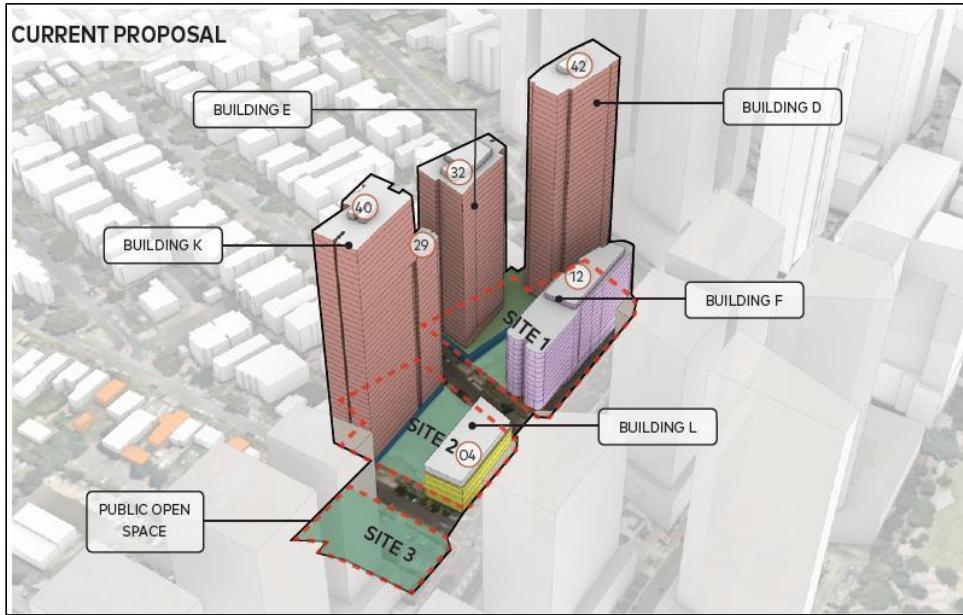
This planning proposal also seeks to reduce the floor space of Building L on Site 2 to enable redistribution of floor space to Building K for additional residential dwellings. Building L will be

dedicated to Council in its entirety as a Cultural and Community Building as part of the Planning Agreement. The building would be able to accommodate a range of non-residential land uses that include retail and commercial premises, community hall and the Parramatta Artists Studio (PAS).

Overall, there is no proposed change to the maximum density and floor space ratio that is already approved on Site 2. Rather, the proposed change to the height of buildings map reflects the redistribution of floor space from Building L to Building K. A comparison between the original approval and proposed scheme is shown in **Figures 2 and 3**.



**Figure 2:** Approved scheme



**Figure 3:** Proposed scheme

#### Schedule 1- Additional Permitted Use

This Planning Proposal seeks to amend Schedule 1 of the PLEP to include the following additional permitted uses on the site:

##### **26 Use of certain land at Early and Church Street, Parramatta**

- (1) This clause applies to land identified as "26" on the Additional Permitted Uses Map.
- (2) Development for the purposes of residential flat buildings is permitted with development consent if –
  - a) No dwellings are proposed on the land zoned E2 Commercial Centre,
  - b) Development on land zoned E2 Commercial Centre to support residential flat buildings that are located on the land is limited to the basement.
- (3) Development for the purposes of creative industries is permitted with development consent in the E2 Commercial Centre zone.

The additional permitted land uses are proposed to apply to the site in Schedule 1 of the LEP to overcome an administrative barrier to the redistribution non-residential parking to residential parking, supporting the logical and efficient planning of the basement layout. It is considered that including an additional permitted use for the portion of the site zoned E2 Commercial Centre is a better outcome than amending the land use zone as the affected land is isolated to the basement of the development and does not fundamentally alter the nature of the proposed development across the site.

Permitting creative industries Clause (3) is proposed to facilitate the Parramatta Artists Studio as an occupier of Building L, which will be dedicated to Council in its entirety as part of the Planning Agreement. The additional permitted use will contribute to establishing a landmark arts and cultural centre within the southern portion of the Parramatta CBD.

### Amendment to site-specific Clause 7.29 of the PLEP 2023

This Planning Proposal seeks to amend the site-specific Parramatta LEP 2023 clause 7.29 to achieve an increased residential GFA, replace the design competition requirements and certain building design provisions that would normally apply to new developments on the site. The clause amendments also seek to reduce the maximum quantum of non-residential GFA across the development.

The clause is proposed to be amended as follows (~~strikeout~~ text is to be deleted, and replaced with **new text bolded**):

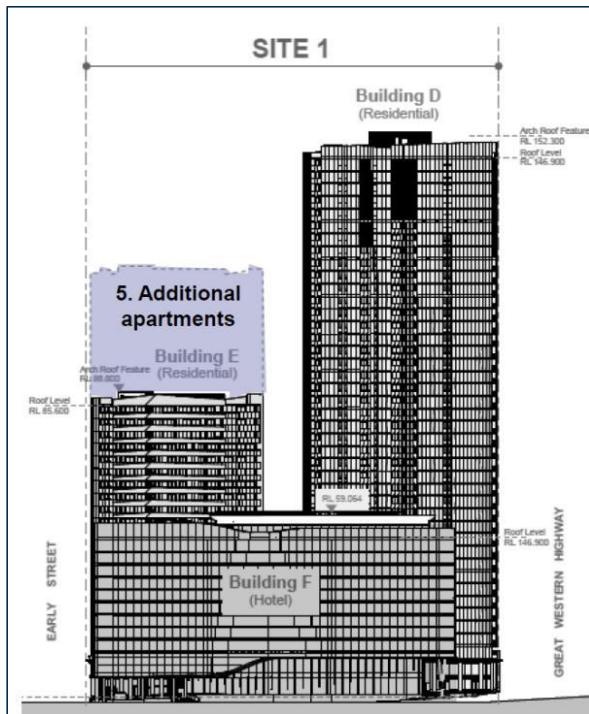
- (1) This clause applies to the following land at Parramatta—
  - (a) ~~Lot 10, DP 733044-Lot 100, DP1249271~~, 83 Church Street and Lot B, DP 304570, 44 Early Street (**Site 1**),
  - (b) ~~Lot 20, DP 732622, Lot 102, DP1249271~~ 63 Church Street (**Site 2**).
- (2) The objectives of this clause are to ensure that development on the land—
  - (a) provides employment opportunities in the precinct by ensuring that a minimum proportion of the available floor space is provided for commercial purposes, and
  - (b) the scale and bulk of the development does not adversely impact the amenity of the precinct.
- (3) Development consent must not be granted to development, including staged development, involving the erection of a building on **Site 1 and Site 2** unless the consent authority is satisfied—
  - (a) at least ~~40%~~**25%** of the combined gross floor area of **Site 1 and 2** of ~~Site 1~~ will be used for purposes other than residential accommodation or serviced apartments, and
  - (b) ~~the floor space ratio of Site 1 will not exceed~~
    - (i) ~~if the development includes a basement to be used for commercial purposes~~ 7.2:1, or
    - (ii) ~~otherwise~~ 6.4:1, and
  - (c) the gross floor area of each storey of a building on **Site 1** above a height of 40m will not exceed 700m<sup>2</sup>.
- (4) ~~Development consent must not be granted to development, including staged development, involving the erection of a building on Site 2 unless the consent authority is satisfied at least 40% of the gross floor area of Site 2 will not be used for residential accommodation or serviced apartments.~~
- (5) **Clause 7.14 does not apply to the land to which this part applies if the application comprises only alterations and additions to a building that is the winner of a design competition.**
- (6) **Clause 7.24 does not apply to the land on Site 1 that comprises only alterations and additions to a building.**

The reduction in non-residential floor space has been proposed in response to significant changes in commercial market conditions that have occurred since the 2011 Planning Proposal was finalised. Designating 40% of the GFA on Site 1 for non-residential purposes will create large areas of unoccupied commercial floor space over the short to medium term, as affirmed by the supporting Economic Assessment (**Appendix X**). The proposal therefore seeks to reduce the quantum of non-residential GFA across the site, with 25% across both sites proposed.

The maximum Floor Space Ratio control on Site 1 is proposed to be increased from 7.2:1 to 8.4:1, through changes to the Floor Space Ratio maps. The increased floor area is proposed to accommodate the additional 10 storeys on Building E (Site 1). Despite the proposed additional 10 storeys, Building E will remain compliant with the existing maximum height of building control of 118m for the site and no further changes to planning controls are required in this instance.

The Planning Proposal seeks to 'switch off' Clause 7.24 of the Parramatta LEP 2023 for Site 1, as the approved DA was granted under the Parramatta LEP 2011, prior to the notification and commencement of these clauses. Consequently, it is unreasonable for Buildings D, E and F on Site 1 to comply with these controls, as these buildings are already under construction and detailed construction design has been finalised.

However, it is reasonable for Buildings K and L to comply with Division 5 of the Parramatta LEP 2023, as construction has not yet commenced on this site and the buildings are capable of complying with these requirements.



**Figure 3:** Proposed additional 10 storeys on Building E, Site 1

## 2.1. Other relevant matters

### 2.1.1. Planning Agreement

A Planning Agreement (LDOC007468) was entered into between the applicant and Council on 22 January 2014 and is currently registered on title for all sites. It involves numerous public benefits ranging from monetary contributions (as per Parramatta's Contributions plan), public domain, landscaping, through-site links and dedication of a commercial suite to Council. The value of the executed Planning Agreement was \$15,142,695.

This Planning Proposal has been accompanied by a Letter of Offer which generally contains the primary items to be delivered as part of the previous Planning Agreement however, amended to remove the dedication of the Council commercial suite instead providing Building L dedicated to Council in its entirety.

The Letter of Offer, valued at \$26,543,384.00 includes:

- Dedicate Building L as a Community and Cultural Building comprising of:
  - Basement carparking comprising 34 spaces;
  - Retail tenancy comprising of a total 131sqm in a cold shell fit-out;

- One ground floor community hall comprising a total 555sqm in a warm shell fit-out;
- Three level commercial office space comprising of approximately 1,723sqm (including balcony areas) to an agreed level of fit-out
- Dedicate a fully embellished open space public park on Site 3 totalling approximately 1,953sqm.
- Design, construction and embellishment of footpaths and through-site links across Site 1 and 2 facilitating north-south movement between the buildings fronting Church Street and to the rear of the site.
- Embellish and make accessible via public easements to be held by Council to provide thoroughfares on Site 1 and 2.
- Include a monetary contribution equivalent to the Section 7.11 Contributions, enabling Council to directly allocate this funding to the fit-out of Building L.

The Letter of Offer will be translated into a formal Planning Agreement (replacing the existing Planning Agreement) and executed on the title of the land at the time of gazettal of this Planning Proposal.

The draft Letter of Offer will be exhibited concurrently with this Planning Proposal during the public notification period.

#### **2.1.2. Draft DCP**

The previous Planning Proposal included site-specific controls within Parramatta Development Control Plan (DCP) 2011. These controls were originally adopted by Council at the meeting of 27 October 2014.

The 'Harmonisation' DCP adopted on 28 August 2023, which included the amalgamation of Council's various DCP's into one document, now known as the Parramatta DCP 2023. Site Specific controls previously adopted as a part of the Planning Proposal were included within Section 9.10 Site Specific Controls of Parramatta Development Control Plan 2023 (PDCP 2023).

Several small amendments are required to be made to building form controls of Section 9.10.2 of the PDCP 2023. These amendments will update Figures which reflect planning controls established under the previous Planning Proposal for the site. The amendments to be made are as follows:

- Removed references to Early Street due to site amalgamation
- Updated building height figures in Figure 9.10.2.3
- Updated building footprints in Figure 9.10.2.3
- Removed reference to a basement level supermarket on Site 1 in Figure 9.10.2.4
- Relabelled Figure 9.10.2.4 – Building Form Control Section (Northern Side) to Figure 9.10.2.4 – North-South Section for clarity
- Updated the Figure 9.2.10.4 to reflect the reference scheme
  - Building F (Hotel) is coloured as commercial/hotel
  - Building F is 12 levels not 10 levels
  - Podium levels are commercial
  - Building D is updated to 42 levels
  - Minor changes of an administrative nature (e.g. formatting, labelling, numbering)

Additionally, to ensure the tower on Site 2 reflects a slender and stepped form at higher levels, the draft site-specific DCP will introduce controls which require the building to be stepped in to encourage a slender tower form. These controls will be further developed and tested prior to the public exhibition period.

# PART 3 – JUSTIFICATION OF STRATEGIC AND SITE-SPECIFIC MERIT

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?

Yes, this Planning Proposal is a result of an endorsed local strategic planning statement (LSPS), strategic study and reports, including:

- Council's LSPS which identifies the Parramatta CBD as a strategic centre for the location of housing and employment opportunities,
- Council's Local Housing Strategy which specifically identifies the Parramatta CBD as being an area where high-density housing and commercial floor area is to be concentrated,
- Supporting technical studies submitted with this Planning Proposal, including the Urban Design Report and Economic Impact Assessment, which demonstrate the site's capability and suitability to accommodate the proposed intensity of development.
- The previous Planning Proposal RZ/9/2011 that was successfully implemented for the site, to which this Planning Proposal seeks to amend.

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

This Planning Proposal is the best and most appropriate means of achieving the objectives and intended outcomes for the redevelopment of the site. The planning controls applicable to the site in their current form do not allow for the intended outcomes to be realised, therefore an amendment to the PLEP 2023 is both necessary and appropriate.

## 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)?

17

## A Metropolis of Three Cities

In March 2018, the NSW Government released the *Greater Sydney Region Plan: A Metropolis of Three Cities* ('GSRP') a 20-year plan which outlines a three-city vision for metropolitan Sydney 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 objectives supported by a strategy. Those objectives and strategies relevant to this Planning Proposal are discussed below.

### **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
<b>A city supported by infrastructure</b>	<p><b>O1:</b> Infrastructure supports the three cities</p> <p><b>O3:</b> Infrastructure adapts to meet future need</p> <p><b>O4:</b> Infrastructure use is optimised</p>	<p>The proposal is consistent with this objective.</p> <p>The site is located within the Parramatta CBD and is within 500m walking distance of Harris Park station, and within 550m of Parramatta Station.</p> <p>The site is well supported by social infrastructure including Jubilee Park, Ollie Web Reserve, Parramatta Library and the Parramatta Aquatic Centre. Several schools are located within an accessible catchment of the site, including Parramatta Public School, Parramatta West Public School, St Olivers Primary, Parramatta Highschool and Arthur Phillip High School.</p> <p>The proposal is consistent with this objective.</p> <p>The site is supported by key infrastructure including transport services, electricity, telecommunications and water. Service infrastructure do not require major upgrades to accommodate the proposal.</p> <p>The proposed high-density mixed-use development at the site will facilitate effective land use by co-locating diverse land uses including retail, residential and commercial. The proposed land uses are within proximity to Parramatta and Harris Park rail stations, the Parramatta Light Rail and future Sydney Metro West line.</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
<b>A city for people</b>	<p><b>O6:</b> Services and infrastructure meet communities' changing needs</p> <p><b>O7:</b> Communities are healthy, resilient and socially connected</p> <p><b>O8:</b> Greater Sydney's communities are culturally rich with diverse neighbourhoods</p> <p><b>O9:</b> Greater Sydney celebrates the arts and supports creative industries and innovation</p>	<p>The proposal is well-located to make use of the services and infrastructure available within the Parramatta CBD and surrounds. The proposal will facilitate the provision of new mixed-use floor space, public domain enhancements and a new public open space.</p> <p>The Planning Agreement includes the dedication of Building L to be used Cultural and Community Building, including arts and creative space which the Parramatta Artists Studio is intended to reside in. This directly contributes to achieving Objective 9 by providing a landmark arts centre within the Parramatta CBD which will contribute to supporting emerging artists and creative industries within the LGA.</p>
<b>Housing the city</b>	<p><b>O10:</b> Greater housing supply</p> <p><b>O11:</b> Housing is more diverse and affordable</p>	<p>The proposed increase of building heights and floor space will enable the delivery of an additional 208 residential dwellings when compared to the approved scheme.</p> <p>The proposal will deliver an increased supply of diverse housing, with a mix of 1-, 2- and 3-bedroom apartments proposed.</p> <p>The proposal does not include dedicated affordable housing.</p>
<b>A city of great places</b>	<p><b>O12:</b> Great places that bring people together</p> <p><b>O13:</b> Environmental heritage is identified, conserved and enhanced</p>	<p>The proposed mixed-use development provides an excellent opportunity to foster a sense of place at the southern gateway to the Parramatta CBD.</p> <p>The proposal combines elements that make great places, including high-quality urban design, enhanced public domain, mixed land uses and a transport connected, walkable location.</p> <p>The site is located to the north of identified local heritage items in Lansdowne Street.</p> <p>The heritage items are identified under Schedule 5 of the PLEP 2023 as items I577-I582 and are a variety of cottages.</p> <p>This Planning Proposal will not impact the local heritage status of the heritage items.</p>

### **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**

<b>Productivity Direction</b>	<b>Relevant Objective</b>	<b>Comment</b>
<b>A well-connected city</b>	<b>O14:</b> The plan integrates land use and transport and creates walkable and 30-minute cities.	The proposal appropriately locates a high-density mixed-use development in the southern gateway to the Parramatta CBD. The site is within walking distance to both Harris Park and Parramatta rail stations, as well as bus interchanges.  The site is ideally located to accommodate the proposed density and mix of land uses.
	<b>O15:</b> The Eastern, GPOP and Western Economic Corridors are better connected and more competitive	The site is located within the Greater Parramatta and Olympic Park Peninsula (GPOP).  The proposal will provide commercial and retail space which contributes to the strategic GPOP objectives of enhancing the economic activity in the area.
<b>Jobs and skills for the city</b>	<b>O19:</b> Greater Parramatta is stronger and better connected	The proposal is consistent with this objective.  The site is located within the Parramatta CBD and the proposal directly contributes to revitalisation of Greater Parramatta.  The proposal includes an uplift in residential dwellings, the delivery of commercial and retail floor area, public domain upgrades and new community infrastructure. The site is also strategically located in a walkable catchment nearby to public transport hubs.
	<b>O21:</b> Internationally competitive health, education, research and innovation precincts	Westmead Health Precinct and Western Sydney University Parramatta campus are located within the LGA.
	<b>O22:</b> Investment and business activity in centres	The proposal will deliver additional commercial and retail floor space in the Parramatta CBD which is complemented by residential uses which will benefit from access to services.  The site is in an established Metropolitan Centre and can accommodate the proposed intensification of land.

	<b>O24:</b> Economic sectors are targeted for success	The Planning Proposal is consistent with this objective as it supports the NSW Government's strategic vision for revitalising the Parramatta CBD through job creation, housing supply and capital investment.
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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
<b>A city in its landscape</b>	<b>O27:</b> Biodiversity is protected, urban bushland and remnant vegetation is enhanced	The Planning Proposal does not impact biodiversity or remnant vegetation.
	<b>O28:</b> Scenic and cultural landscapes are protected	The design has considered Country and the significance of Parramatta's First Nation's history.
	<b>O30:</b> Urban tree canopy cover is increased	The proposal does not impact the approved landscaping design.
	<b>O31:</b> Public open space is accessible, protected and enhanced	The proposal involves new and embellished public domain elements and through-site links which will improve amenity and accessibility across the site. The VPA includes the dedication of new public open space on Site 3.
	<b>O32:</b> The Green grid links Parks, open spaces, bushland and walking and cycling paths	The proposal is consistent with this objective and does not alter the approved public domain and open space linkages.
<b>An efficient city</b>	<b>O34:</b> Energy and water flows are captured, used and re-used	The proposal is consistent with this objective. Buildings on Site 2 will include dual-water systems to minimise water wastage.
<b>A resilient city</b>	<b>O36:</b> People and places adapt to climate change and future shocks and stresses	The site is identified as flood prone land. Appropriate design measures have been proposed to minimise the risk to property and life, and Council's flooding engineer is satisfied that the proposal has considered the flooding characteristics of the land.
	<b>O37:</b> Exposure to natural and urban hazards is reduced	The proposal is accompanied by a Flood Planning Statement ( <b>Appendix 4</b> ) which affirms that the site is suitable for the proposed development from a flood planning perspective. The development has been designed to mitigate flood risks.

## 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
<p><b>A city supported by infrastructure</b></p> <p><b>O1:</b> Infrastructure supports the three cities</p> <p><b>O2:</b> Infrastructure aligns with forecast growth – growth infrastructure compact</p> <p><b>O3:</b> Infrastructure adapts to meet future need</p> <p><b>O4:</b> Infrastructure use is optimised</p>	<p><b>PP N1: Planning for a city supported by infrastructure</b></p> <ul style="list-style-type: none"> <li>• <b>A2:</b> Sequence growth across the three cities to promote north-south and east-west connections</li> <li>• <b>A3:</b> Align forecast growth with infrastructure</li> <li>• <b>A4:</b> Sequence infrastructure provision using a place-based approach</li> <li>• <b>A5:</b> Consider the adaptability of infrastructure and its potential shared use when preparing infrastructure strategies and plans</li> <li>• <b>A6:</b> 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</li> </ul>	<p>The Planning Proposal subject site is located within walking distance to both Parramatta Transport Interchange and Harris Park heavy rail station. These connections are sufficient to support high density residential developments in addition to any community and commercial demands.</p> <p>The forthcoming Parramatta Light Rail will improve local connectivity whilst the future delivery of the Sydney Metro West will further improve access to and across Greater Sydney. These infrastructure projects will align with forecast growth in the Parramatta CBD providing a city that will be supported by infrastructure.</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
<p><b>A city for people</b></p> <p><b>O6:</b> Services and infrastructure meet</p>	<b>PP N3: Provide services and social infrastructure to meet people's changing needs</b>	The provision of a Cultural and Community Building, parks for open space and through-site links contributes to improved outcomes to

communities' changing needs	<ul style="list-style-type: none"> <li>• <b>A8:</b> Deliver social infrastructure that reflects the need of the community now and in the future</li> <li>• <b>A9:</b> Optimise the use of available public land for social infrastructure</li> </ul>	<p>liveability for the existing and growing population.</p> <p>The Planning Agreement will enable these improvements through the provision of a modern and high-quality community centre that can accommodate numerous different use cases.</p> <p>Additionally, the Planning Agreement facilitates the provision of a Cultural and Community Building providing key social infrastructure for people in the Parramatta CBD.</p>
<p><b>O7:</b> Communities are healthy, resilient and socially connected</p> <p><b>O8:</b> Greater Sydney's communities are culturally rich with diverse neighbourhoods</p> <p><b>O9:</b> Greater Sydney celebrates the arts and supports creative industries and innovation</p>	<p><b>PP N4: Fostering healthy, creative, culturally rich and socially connected communities</b></p> <ul style="list-style-type: none"> <li>• <b>A10:</b> Deliver healthy, safe and inclusive places for people of all ages and abilities that support active, resilient and socially connected communities by (a-d)</li> <li>• <b>A14:</b> Facilitate opportunities for creative and artistic expression and participation, wherever feasible, with a minimum regulatory burden, including (a-c)</li> <li>• <b>A15:</b> Strengthen social connections within and between communities through better understanding of the nature of social networks and supporting infrastructure in local places</li> </ul>	<p>This Planning Proposal is accessible to nearby public transport hubs such as Harris Park Station and the Parramatta Transport Interchange (heavy rail and bus). This will help in encouraging people to use public transport and reduce private vehicle usage.</p> <p>The Planning Agreement includes the dedication of Building L to be used as a Cultural and Community Building, where the Parramatta Artists Studio is intended to reside in. This contributes to this objective by providing a landmark arts and cultural centre within the Parramatta City Centre which will support emerging artists and creative industries within the LGA.</p>
<p><b>Housing the city</b></p> <p><b>O10:</b> Greater housing supply</p> <p><b>O11:</b> Housing is more diverse and affordable</p>	<p><b>PP N5: Providing housing supply, choice and affordability, with access to jobs, services and public transport</b></p> <ul style="list-style-type: none"> <li>• <b>A16:</b> Prepare local or district housing strategies that address housing targets [abridged version]</li> <li>• <b>A17:</b> Prepare Affordable Rental housing Target Schemes</li> </ul>	<p>Under the Region Plan, a target of 725,000 additional homes were identified as being needed by 2036. This was forecast over a 15-20 year period starting in 2016. For the Central City District this equates to 207,500 dwellings.</p> <p>For just the five-year period following 2024 alone, the NSW Government has set a new housing target of 377,000 new homes by FY 2029.</p> <p>Proportionately, this target would not be met if the housing target under the Region Plan was followed. The planning proposal would contribute to the new housing target established by the NSW Government.</p> <p>It is noted that in the context of the Region Plan, the Planning Proposal would overdeliver on this planning priority. However, given the change of circumstances, it will contribute to meeting the overall Direction by providing more housing for the community.</p>

<b>A city of great places</b> <b>O12:</b> Great places that bring people together	<b>PP N6: Creating and renewing great places and local centres, and respecting the District's heritage</b> <ul style="list-style-type: none"> <li>• <b>A18:</b> Using a place-based and collaborative approach throughout planning, design, development and management deliver great places by (a-e)</li> <li>• <b>A20:</b> Use place-based planning to support the role of centres as a focus for connected neighbourhoods</li> </ul>	The Planning Proposal aims to revitalise Auto Alley being a catalysts development for further redevelopment of the precinct. The development will contribute to the modifications to the site being best used by delivering a viable mix of residential and non-residential that will activate the proposed park, public recreation uses and the publicly accessible plaza that will anchor the site.
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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**

<b>Productivity Direction</b>	<b>Planning Priority/Action</b>	<b>Comment</b>
<b>A well-connected city</b> <b>O19:</b> Greater Parramatta is stronger and better connected	<b>PP N7: Growing a stronger and more competitive Greater Parramatta</b> <ul style="list-style-type: none"> <li>• <b>A23:</b> Strengthen the economic competitiveness of Greater Parramatta and grow its vibrancy</li> <li>• <b>A27:</b> Manage car parking and identify smart traffic management strategies</li> </ul>	This Planning Proposal will continue to provide commercial floor area across both Sites 1 and 2. It will also function as a key entrance to the CBD, improve pedestrian connections further north along Church Street, provide community and cultural infrastructure that will be complimentary to the hotel use. Proximity to Harris Park and Parramatta Station and its connections to Greater Sydney will reduce reliance on private vehicle use for residents of the subject site.
<b>Jobs and skills for the city</b> <b>O15:</b> The Eastern, GPOP and Western Economic Corridors are better connected and more competitive	<b>PP N8: Delivering a more connected and competitive GPOP Economic Corridor</b> <ul style="list-style-type: none"> <li>• <b>A29:</b> Prioritise public transport investment to deliver the 30-minute city objective for strategic centres along the GPOP Economic Corridor</li> </ul>	The subject site is within proximity to key heavy rail stations such as Harris Park and Parramatta which also includes its bus interchange. Both stations are within 600m walking distance which enhances travel and connectivity across Sydney and the GPOP Economic Corridor. Access to and from the site is also enhanced by the commencement of the Parramatta Light Rail.
<b>O14:</b> The plan integrates land use and transport creates walkable and 30 minute cities	<b>PP N9: Delivering integrated land use and transport planning and a 30-minute city</b> <ul style="list-style-type: none"> <li>• <b>A32:</b> Integrate land use and transport plans to deliver a 30-minute city</li> <li>• <b>A34:</b> Support innovative approaches to the operation of business, educational and institutional establishments to improve the performance of the transport network</li> </ul>	The subject site is located within walking distance to Harris Park and Parramatta heavy rail stations. These transport hubs are also within proximity to bus and light rail connections providing improvements to connectivity within the LGA and further. The future Parramatta Metro West Station will promote public transport connectivity for people within the Parramatta City Centre to travel to other districts in Greater Sydney facilitating improvements to the 30-minute city.

<b>O23:</b> Industrial and urban services land is planned, retained and managed	<b>PP N10: Growing investment, business opportunities and jobs in strategic centres</b> <ul style="list-style-type: none"> <li>• <b>A37:</b> Provide access to jobs, goods and services in centres</li> <li>• <b>A39:</b> Prioritise strategic land use and infrastructure plans for growing centres, particularly those with capacity for additional floorspace</li> </ul>	The Planning Proposal seeks to reduce the quantum of non-residential floor space. The proposed reduction is justifiable and acceptable on the basis that commercial office market trends have changed considerably since the early 2010s. Given the current commercial office vacancy rate and the current housing crisis, it is reasonable to increase the residential GFA across the site.  Reducing the quantum of non-residential floor space to 25% from 40% addressing the above and facilitates an appropriate level of non-residential provision while optimising land uses by permitting creative industries.
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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
<b>A city in its landscape</b> <b>O25:</b> The coast and waterways are protected and healthier	<b>PP N13: Protecting and improving the health and enjoyment of the District's Waterways</b> <ul style="list-style-type: none"> <li>• <b>A60:</b> Protect environmentally sensitive areas of waterways</li> <li>• <b>A61:</b> Enhance sustainability and liveability by improving and managing access to waterways and foreshores for recreation, tourism, cultural events and water based transport</li> <li>• <b>A62:</b> Improve the health of catchments and waterways through a risk based approach to managing the cumulative impacts of development including coordinated monitoring of outcomes</li> <li>• <b>A63:</b> Work towards reinstating more natural conditions in highly modified urban waterways</li> </ul>	Not applicable, this Planning Proposal does not impact waterways.
<b>O27:</b> Biodiversity is protected, urban bushland and remnant vegetation is enhanced <b>O28:</b> Scenic and cultural landscapes are protected	<b>PP N15: Protecting and enhancing bushland, biodiversity and scenic and cultural landscapes</b> <ul style="list-style-type: none"> <li>• <b>A66:</b> Identify and protect scenic and cultural landscapes</li> <li>• <b>A67:</b> Enhance and protect views of scenic and cultural landscapes from the public realm</li> </ul>	The Planning Proposal does not impact upon biodiversity, bushland or scenic and cultural landscapes.

<p><b>O31:</b> Public open space is accessible, protected and enhanced</p>	<p><b>PP N17: Delivering high quality open space</b></p> <ul style="list-style-type: none"> <li>• <b>A71:</b> Maximise the use of existing open space and protect, enhance and expand public open space by (a-g) [abridged]</li> </ul>	<p>The associated Planning Agreement will provide through-site links that will function as landscaped public open space.</p> <p>Existing site-specific DCP controls also encourages the development of these spaces for public access, enhancing the spaces between the buildings.</p>
<p><b>An efficient city</b></p> <p><b>O33:</b> A low-carbon city contributes to net-zero emissions by 2050 and mitigates climate change</p> <p><b>O34:</b> Energy and water flows are captured, used and re-used</p> <p><b>O35:</b> More waste is re-used and recycled to support the development of a circular economy</p>	<p><b>PP N19: Reducing carbon emissions and managing energy, water and waste efficiently</b></p> <ul style="list-style-type: none"> <li>• <b>A75:</b> Support initiatives that contribute to the aspirational objectives of achieving net-zero emissions by 2050</li> <li>• <b>A76:</b> Support precinct-based initiatives to increase renewable energy generation and energy and water efficiency</li> <li>• <b>A77:</b> Protect existing and identify new locations for waste recycling and management</li> <li>• <b>A78:</b> Support innovative solutions to reduce the volume of waste and reduce waste transport requirements</li> <li>• <b>A79:</b> 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</li> </ul>	<p>The Planning Proposal supports the efficient management of water and wastewater throughout the buildings. It is proposed to ensure that clause 7.24 Dual water systems controls apply to Buildings K and L.</p>
<p><b>O36:</b> People and places adapt to climate change and future shocks and stresses</p> <p><b>O37:</b> Exposure to natural and urban hazards is reduced</p> <p><b>O38:</b> Heatwaves and extreme heat are managed</p>	<p><b>PP N20: Adapting to the impacts of urban and natural hazards and climate change</b></p> <ul style="list-style-type: none"> <li>• <b>A81:</b> Support initiatives that respond to the impacts of climate change</li> <li>• <b>A82:</b> 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</li> <li>• <b>A83:</b> Mitigate the urban heat island effect and reduce the vulnerability to extreme heat</li> <li>• <b>A84:</b> Respond to the direction for managing flood risk in Hawkesbury-Nepean Valley</li> <li>• <b>A85:</b> Consider strategies and measures to manage flash flooding and safe evacuation when planning for growth in Parramatta CBD</li> </ul>	<p>The existing site-specific DCP contain controls and guidance for developing in flood prone land and mitigation measures for responding to the impacts of climate change. These remain unchanged by the Planning Proposal.</p>

### 3.2.2 Will the Planning Proposal give effect to a Council's endorsed local strategic planning statement, or another endorsed local strategy or strategic plan?

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### **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 satisfies the strategies and outcomes identified in the plan including:

- F.1 "Our spaces and facilities meet our needs and support health and wellbeing". The Planning Proposal and associated VPA will deliver a Council-owned building which will include community hub space where the Parramatta Arts Studio is planned to be located.
- F.3 "Everyone has a place to live that meets their needs". The Planning Proposal will facilitate the delivery of an additional 208 dwellings when compared to the approved scheme. A mixture of 1, 2 and 3 bedroom dwellings will be delivered.

### **Community Infrastructure Strategy (CIS)**

The Community Infrastructure Strategy (CIS) was adopted by Council in July 2020 which outlines Council's long-term strategy for community infrastructure provision. The CIS identifies potential community facility and open space infrastructure in the Parramatta LGA and recommends the delivery of a new multipurpose community hub to service the south of the Parramatta City Centre.

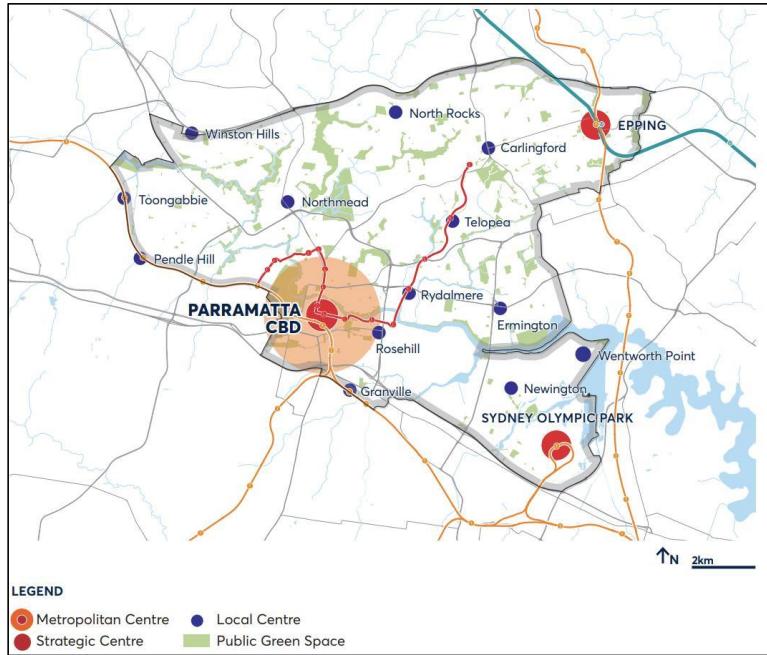
The Planning Agreement will address the recommendation by providing a Community and Cultural Building (Building L) which will accommodate a community facility, retail space, commercial office space and be the permanent home for the Parramatta Artist's Studio. In addition to the community hub, the Planning Agreement enables the embellishment and dedication of a public park on Site 3 to support the density in the southern part of the City Centre and fulfil the objectives of the CIS.

### **Parramatta Local Strategic Planning Statement (LSPS)**

The Parramatta LSPS is a long-term strategic plan for the LGA which establishes planning priorities and actions to the year 2036. The LSPS predicts that Greater Parramatta will require 87,900 additional dwellings and will house 198,000 more people by the year 2036. The site is located within the GPOP corridor, which includes the Parramatta CBD where the site is located. Council's LSPS anticipates the majority of the LGA's housing growth is to occur within the GPOP corridor.

The site is located within the 'Metropolitan Centre' of the LGA, as identified in the Centres Hierarchy Map below. The Metropolitan Centre is primarily comprised as the CBD area and surrounds. The Centre is identified as an area where significant growth in residential density and commercial development is to occur as new residential communities wish to be close to the diverse range of services, jobs, businesses, entertainment, recreation and transport connectivity that the Parramatta City Centre offers.

The proposal is therefore consistent with the LSPS and future vision for the site and its surrounds. The Planning Proposal will allow for the delivery of high-density housing within the Parramatta CBD complemented by commercial floor space, retail uses, community infrastructure and public open space.



**Figure 4:** Hierarchy of Centres within the Parramatta LGA.

The LSPS provides several Planning Priorities that are of relevance to the Proposal, and these are addressed in the table below.

LSPS Planning Priority	Comment
Local Planning Priorities	
<b>Planning Priority 1</b> <b>Expand Parramatta's economic role as the Central City of Greater Sydney</b>	The Planning Proposal is consistent with this priority as it seeks to redistribute commercial floor space throughout the development.
<b>Planning Priority 4</b> <b>Focus housing and employment growth in the GPOP and Strategic Centres; as well as stage housing release consistent with the Parramatta Local Housing Strategy</b>	The Planning Proposal is consistent with this priority. The proposal seeks to significantly increase housing supply whilst still providing adequate employment floor area within the Parramatta CBD.
<b>Planning Priority 6</b> <b>Provide for community infrastructure and recreation opportunities</b>	The Planning Proposal is consistent with this priority. The accompanying Planning Agreement Letter of Offer includes the dedication of Building L to Council in its entirety which will comprise a creative arts centre. Site 3 will be dedicated as a public park.
Liveability Priorities	
<b>Planning Priority 7</b> <b>Provide for a diversity of housing types and sizes to meet community needs into the future</b>	The Planning Proposal is consistent with this priority as it seeks to provide a diversity of housing types, including 1, 2 and 3 bedroom apartments to suit a range of demographics.
<b>Planning Priority 11</b> <b>Build the capacity of the Parramatta CBD, Strategic Centres, Local Centres and Employment Lands to be strong, competitive and productive</b>	The Planning Proposal is consistent with this priority. The provision of commercial floor space as part of this Planning Proposal continues to facilitate a minimum 25% of non-residential floor space across Site 1 and 2. As part of this, the provision of a hotel on Site 1 strengthens the capacity of tourism infrastructure within the City Centre.

### Parramatta Local Housing Strategy

The Local Housing Strategy (LHS) was adopted by Council in July 2020 and approved by the Secretary of the Department of Planning, Industry and Environment on 29 July 2021.

The proposed amendments as part of the Planning Proposal aims to target the LHS objectives in relation to:

- Additional housing being located within the Parramatta CBD which is identified as a growth precinct and is aligned with sequenced and existing transport and capacity improvements.
- Housing growth being supported by local infrastructure needed to service that growth.
- The delivery of housing being beneficial to the economic, social and cultural significance of the City.

### Parramatta Employment Lands Strategy

The Employment Lands Strategy (ELS) was updated and adopted by Council in 2020 and outlines the unified set of planning strategies and actions to shape the future of Parramatta's Employment Lands Precincts.

Recommendations from the ELS aligns with the Planning Priorities outlined in the LSPS to continue the retention of commercial development within the Parramatta City Centre. The sites form a small portion of the Auto Alley Precinct and is located within the Strategic Employment Lands category. The mix of non-residential uses on this site addresses the strategic direction of the ELS by enabling a variety of uses to service the existing and future surrounding area.

## **Parramatta 2050**

Parramatta 2050 was adopted by Council on Monday 12 August 2024. Parramatta 2050 is a long-term strategic vision that guides the Parramatta City's future and provides a platform for Council's advocacy. Parramatta 2050 includes several key moves in relation to the Parramatta CBD and surrounds including:

- Metro connection to the new international airport
- A 24-hour cultural and creative economy

The proposal does not restrict the ability to achieve any of the objectives or key moves outlined within the Parramatta 2050 strategy.

### **3.2.3 Is the Planning Proposal consistent with any other applicable State and regional studies or strategies?**

The planning proposal is consistent with the Transport for New South Wales Future Transport Strategy 2056, which was published in 2018.

The plan is a 40-year strategy supported by plans for regional NSW and Greater Sydney that seeks to align transport with land use. It identifies Parramatta as one of two Metropolitan Centres within Greater Sydney, providing links to the rail, bus and road networks linking eastern and western Sydney.

The proposal is consistent with a range of directions under the Future Transport Strategy, including:

- C1.1 Enhance 30-minute metropolitan cities,
- C1.2 Connect our regional cities, centres, towns and villages,
- C3.1 Provide transport choices for people no matter where they live,
- P1.2 Support growth around public transport,
- P2.1 Support thriving and healthy 15-minute neighbourhoods,
- P2.2 Ensure a net increase in urban trees and no net loss in biodiversity.

### **3.2.4 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 6** below).

**Table 6 – Consistency of Planning Proposal with relevant SEPPs**

<b>State Environmental Planning Policies (SEPPs)</b>	<b>Consistency:</b> Yes = ✓ No = X N/A = Not applicable	<b>Comment</b>
SEPP (Housing) 2021	✓	Residential apartment design will need to be assessed against the NSW Apartment Design Guide (ADG). Any detailed design related to residential apartment design will require compliance with this SEPP.  This Planning Proposal is consistent with the provisions of the Housing SEPP.
SEPP (Transport and Infrastructure) 2021	✓	Future development applications on the site will need to consider the relevant provisions of this SEPP relating to classified roads.
SEPP (Sustainable Buildings) 2022	✓	Detailed compliance with SEPP (Sustainable Buildings) 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 (Resilience and Hazards) 2021	✓	The previously approved DA was accompanied by a Detailed Site Investigation prepared by Consulting Earth Scientists. It concluded that the site was suitable for the proposed mixed use commercial and residential development and that no further investigation or remediation is required.  This Planning Proposal is consistent with the SEPP (Resilience and Hazards) 2021.
SEPP (Industry and Employment) 2021	N/A	The SEPP (Industry and Employment) 2021 does not apply to this Planning Proposal.
SEPP (Biodiversity and Conservation) 2021	N/A	The SEPP (Biodiversity and Conservation) 2021 does not apply to this Planning Proposal.
SEPP (Planning Systems) 2021	N/A	This Planning Proposal does not contain any provisions that would hinder or contradict the application of the SEPP (Planning Systems) 2021.
SEPP (Precincts – Central River City) 2021	N/A	The SEPP (Precincts – Central River City) 2021 does not apply to this Planning Proposal.

### **3.2.5 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 nine focus areas:

1. Planning Systems and Planning Systems – Place Based
2. Design and Place (This Focus Area was blank when the Directions were made)
3. Biodiversity and Conservation
4. Resilience and Hazards
5. Transport and Infrastructure
6. Housing
7. Industry and Employment
8. Resources and Energy
9. Primary production

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

**Table 7 – Consistency of Planning Proposal with relevant Section 9.1 Directions**

Relevant Direction	Comment	Compliance
<b>1. Planning Systems and Planning Systems – Place Based</b>		
Direction 1.1 – Implementation of Regional Plans  The objective of this direction is to give legal effect to the vision, land use strategy, goals, directions and actions contained in Regional Plans.	The Planning Proposal applies to land within Sydney's Central City. The Planning Proposal is consistent with the goals, directions and actions contained in the Greater Sydney Region Plan.	Yes
Direction 1.3 – Approval and Referral Requirements  The objective of this direction is to ensure that LEP provisions encourage the efficient and appropriate assessment of development.	The Planning Proposal does not introduce any provisions that require any additional concurrence, consultation or referral.	Yes
Direction 1.4 – Site Specific Provisions  The objective of this direction is to discourage unnecessarily restrictive site specific planning controls.	The Planning Proposal will introduce new site-specific provisions to the Parramatta LEP 2023 to reconfigure the required commercial floor space and residential floor space on the site.	Yes
Direction 1.7 - Implementation of Greater Parramatta Priority Growth Area Interim Land Use and Infrastructure Implementation Plan  The objective of this direction is to ensure development within the Greater Parramatta Priority Growth Area Interim Land Use and Infrastructure Implementation Plan dated July 2017 (the Interim Plan).	As part of the Plan for Growing Sydney 2014 (previous Regional Plan), the Parramatta LUIP (2017) identified how more jobs and homes will be accommodated in the priority growth area of Parramatta CBD over the next 20 years through a land use and infrastructure framework. Under the framework, the site is located in quarter 1: Parramatta CBD and Westmead Health and Education Super Precinct. Parramatta CBD was forecasted for approx. 20,000 additional homes and 48,000 additional jobs by 2036.  The planning proposal is generally consistent with the Parramatta Land Use and Infrastructure Implementation Plan, as the planning proposal does not alter the land use zoning or hinder the provision of supporting infrastructure within Parramatta CBD. While the planning proposal results in the reduction of commercial floorspace and therefore jobs, this reduction is consistent with current economic conditions and demand for office floor space in Parramatta CBD in 2025.	Yes

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The Parramatta LUIP has since been built upon by successive strategic planning for Parramatta under the Paramatta LSPS, The Central City District Plan and Greater Sydney Region Plan: A Metropolis of Three Cities.

The planning proposal is considered generally consistent with this ministerial direction.

## 2. Design and Place

This Focus Area was blank at the time the Directions were made.

## 3. Biodiversity and Conservation

Direction 3.1 – Conservation Zones  The objective of this direction is to protect and conserve environmentally sensitive areas.	The Planning Proposal is consistent with this direction, in that it does not apply to environmentally sensitive areas or alter provisions for land in a conservation zone.	Yes
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Direction 3.2 – Heritage Conservation  The objective of this direction is to protect and conserve environmentally sensitive areas.	The subject land to this Planning Proposal is not heritage listed. The impacts of this Planning Proposal will not have any adverse impacts on nearby heritage items. Any environmental amenity impacts (e.g. visual impacts, solar access, overshadowing, wind effects, etc) will be mitigated at the development assessment stage.	Yes
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Direction 3.5 – Recreation Vehicle Areas  The objective of this direction is to protect sensitive land or land with significant conservation values from adverse impacts from recreation vehicles.	The Planning Proposal is consistent with this direction, in that it is not proposing to enable land to be developed for the purpose of a recreation vehicle area.	Yes
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## 4. Resilience and Hazards

Direction 4.1 – Flooding  The objectives of this direction are to:  (a) Ensure that development of flood prone land is consistent with the NSW Government's Flood Prone Land Policy and the principles of the Floodplain Development Manual 2005, and  (b) Ensure that the provisions of an LEP that apply to flood prone land are commensurate with flood behaviour and includes consideration of the potential flood impacts both on and off the subject land.	The site is subject to the 1% Annual Exceedance Probability (AEP) and Probable Maximum Flood risk as detailed in the recently adopted Parramatta Flood Study 2023.  Any potential impacts as a result of development on the site, such as stormwater runoff, has been considered and addressed appropriately through previously approved DA. Any new or modifications resulting from the Planning Proposal will include detailed design to ensure compliance with Council's water management controls within the Parramatta DCP 2023.	Yes
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Direction 4.4 – Remediation of Contaminated Land  The objective of this direction is to reduce the risk of harm to human health and the environment by ensuring that contamination and	The land is an identified investigation area within the meaning of the Contaminated Land Management Act 1997 and has not been subject to development as described in Table 1 of the contaminated land planning guidelines.	Yes
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remediation are considered by Planning Proposal authorities.		
<p><b>Direction 4.5 - Acid Sulfate Soils</b>  The objective of this direction is to avoid significant adverse environmental impacts from the use of land that has a probability of containing acid sulfate soils.</p>	<p>Justification Part of Site 2 and Site 3 are identified as Class 4 on the Acid Sulfate Map in Parramatta LEP 2023. For land categorised as Class 4, acid sulfate soils are likely to be found 2 metres below the natural ground surface level. The entirety of Site 1 and the remaining land in Site 2 and 3 are identified as Class 5 on the Acid Sulfate Map. Acid sulphate soils are typically not found in Class 5 land.</p> <p>The presence of Acid Sulfate Soils was previously considered for the approved development in an Acid Sulfate Soils Report prepared by Consulting Earth Scientists. Any potential impacts for the proposed future amended development will be addressed appropriately in accordance with the guidelines and controls within the Parramatta LEP 2023 and Parramatta DCP 2023.</p> <p>Further consideration under this planning proposal is not considered necessary at this stage. Consideration is only considered necessary at the development application and excavation stage.</p>	Inconsistent, justified
<b>5. Transport and Infrastructure</b>		
<p><b>Direction 5.1 – Integrating Land Use and Transport</b>  The objective of this direction is to ensure that development reduces dependence on cars, increases the choice of available transport and improves access to housing, jobs and services by walking, cycling and public transport.</p>	<p>This Planning Proposal is consistent with this Direction as the resultant uplift will benefit from being within proximity to major public transport infrastructure (Harris Park Station &amp; Parramatta Transport Interchange).</p> <p>The Parramatta LEP 2023 requires a maximum parking rate applied to the site which will reduce the number of private vehicle trips to and from the site and will also encourage a modal shift towards public transport use whilst integrating land use and transport infrastructure.</p>	Yes
<p><b>Direction 5.2 – Reserving Land for Public Purposes</b>  The objectives of this direction are to facilitate the provision of public services and facilities by reserving land for public purposes and facilitate the removal of reservations where the land is no longer required for acquisition.</p>	<p>The Planning Proposal does not include the identification of, or removal of any land required for acquisition.</p>	Yes
<p><b>Direction 5.3 – Development near Regulated Airports and Defence Airfields</b></p>	<p>The Planning Proposal is not next to any existing or proposed regulated airport or known defence airfield.</p> <p>The proposed controls do not provide for development that would warrant consultation with the Department of the Commonwealth responsible for airports or to obtain permission from that Department, or their delegate, to allow any development that constitutes a controlled activity as defined in section 182 of the <i>Airports Act 1996</i>.</p>	Yes
<b>6. Housing</b>		
<p><b>Direction 6.1 – Residential Zones</b></p>	<p>This Planning Proposal will facilitate the delivery of an additional 208 residential dwellings.</p>	Yes

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The objectives of this direction are to encourage a variety and choice of housing types, make efficient use of existing infrastructure and services and minimise the impact of residential development.

## 7. Industry and Employment

Direction 7.1 – Business and Industrial Zones	Across both MU1 Mixed Use and E2 Commercial Centre zones, the provision of commercial tenancies will be effective in allowing for employment and economic growth within the Parramatta City Centre.	Yes
The objectives of this direction are to:	Although this Planning Proposal reduces the total GFA dedicated to non-residential uses. The new controls ensure a balance between residential and non-residential uses appropriate for the area within the CBD whilst protecting its capacity for non-residential uses.	

(a) Encourage employment growth in suitable locations,

(b) Protect employment land in business and industrial zones; and

(c) Support the viability of identified centres.

### 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?

No, there is no likelihood that any critical habitat or threatened species will be adversely affected by this Planning Proposal.

#### 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 proposal has addressed matters relating to flooding, traffic and design excellence in the preparation of this Planning Proposal.

An assessment of the potential environmental impacts as a result of this proposal are discussed below.

##### **Flooding**

The Planning Proposal has been assessed against the 2024 Parramatta Flood Study that was adopted by Council on 11 June 2024. The Flood Study provides a report including updated flood maps and modelling data that can be used to determine the affectation of multiple flooding considerations to land at 57-83 Church Street, Parramatta.

The site subject to this Planning Proposal is within proximity to Clay Cliff Creek and affected by 1% Annual Exceedance Probability (AEP) and Probable Maximum Flood (PMF) which require consideration of mitigation measures in relation to these flood events.

The Parramatta Flood Study shows that Church Street, Great Western Highway, Early Street and Lansdowne Street are affected by varying levels of flooding in both 1% AEP and PMF events. The effect of flooding on the subject site requires detailed flood planning for the increased flood levels.

The applicant submitted a Flood Planning Statement which determines that the 2024 Parramatta Flood Study does not change the required mitigation measures from the approved and proposed development. The reference schemes provided as part of this Planning Proposal package complies with the Flood Planning Level requirements based on the new Flood Study.

Any future development on the site will need to respond to the Flood Risk Development Manual and the relevant controls contained within the PLEP 2023 and PDCP 2023.

Council's Flooding Officer has reviewed the proposal and the submitted Flood Planning Statement and raises no objections to the proposal.

### **Traffic and Parking**

The submitted reference scheme includes indicative car parking allocations across both Sites 1 and 2. The Planning Proposal is also supported by a Traffic and Parking Assessment (**Appendix 5**).

As the Planning Proposal seeks to deliver an increased number of residential dwellings, the required number of carparking spaces is different to that of the existing Development Application. The Traffic and Parking Assessment includes a comprehensive assessment of the parking that will be provided as part of any future DA or modification on the site. The assessment affirms that, notwithstanding the uplift in residential dwellings, the proposed level of carparking is satisfactory.

The exact allocation of carparking spaces to each land use on the site will be finalised at the DA stage, however the submitted Traffic and Parking Assessment has satisfied Council's Traffic officer that the Planning Proposal can facilitate a compliant car parking layout.

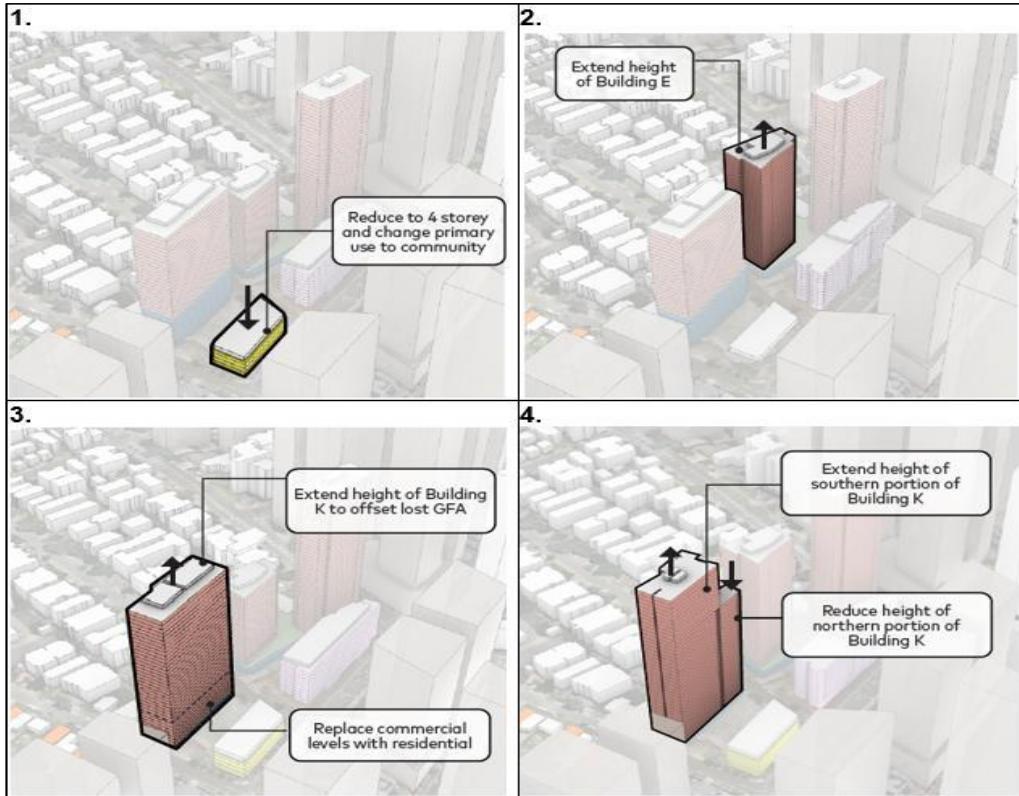
### **Urban Design and Design Excellence**

The Planning proposal seeks to amend the Floor Space Ratio Map on Site 1 to 8.4:1, which would facilitate an additional 10 residential storeys on Building E. The Height of Buildings Map on Site 2 is proposed to be amended to 118m which would facilitate an increase in height of 8 storeys to Building K.

This Planning Proposal has considered the potential impacts to urban design and design excellence, considering that the development is the winner of a design excellence competition and currently has an approved Development Application on the site. Council officers, including Council's Urban Design team have provided input to ensure that an appropriate urban design outcome is achieved for the development which achieves both the objectives of this Planning Proposal and upholds the winning design criteria of the design excellence competition.

The below **Figure 5** depicts the suite of amendments being sought by this Planning Proposal which will have an impact on urban design and design excellence. Building L's reduction in storeys (from 10 to 4) has resulted in this lost floor area being reallocated to Building K's residential storeys. The floor space ratio increase on Site 1 has resulted in the extension of Building E by 10 storeys.

A key element of the design excellence competition criteria was the towers across Sites 1 and 2 having a variation in heights to create visual differentiation across the skyline. To achieve this, the proposal seeks to articulate the tower form of Building K to be stepped in on a smaller floor plate, as shown below in **Figure 5** within 'cell 4'. To achieve this tower articulation and stepped building design, the mapped height of buildings is required to be increased to accommodate the slenderer tower form, thus reducing the overall visual bulk and scale of the building. The modulation of the slender tower form maintains a varied height plane across Sites 1 and 2, thereby ensuring that the design excellence competition criteria is upheld.



**Figure 5 – Proposed redistribution of floorspace across the development**

Furthermore, amendment to Clause 7.29 where any amending DA or modification application is required to continue to exhibit design excellence ensures that the principles of the design excellence competition is maintained.

Council's Public Domain team have reviewed the proposal and affirm that no amendments to the public domain are proposed as a part of this Planning Proposal.

### 3.3.3 How has the Planning Proposal adequately addressed any social and economic effects?

#### **Social Impact**

The Planning Proposal and Letter of Offer propose to dedicate a public park and Building L to Council, which is proposed to accommodate a new community hall, retail tenancies, commercial office space and the permanent home for Parramatta Artists Studio. The items in the Letter of Offer are deemed to offer significant public benefit and support to the proposed density and wider area of the City Centre and the future Southern Precinct.

The delivery of Building L as a Cultural and Community Building addresses the objectives of the Community Infrastructure Strategy. The CIS identifies potential community facilities within the southern Parramatta CBD, and the provision of Building L as a community hub and artist's studio will fulfil these objectives.

Providing Site 3 as dedicated public open space nearby the creative arts building and high-density precinct is considered to align with the CIS's criteria to deliver new or upgraded parks and outdoor recreation space. On this basis, the provision of social infrastructure associated with this Planning Proposal is deemed to provide significant public benefit and achieve the outcomes and deliverables recommended in the CIS.

### **Economic Impact**

The Planning Proposal seeks to refine the approved mixed-use development on the site and to further explore economic development opportunities in the southern portion of the Parramatta CBD. The proposed amendments to the site-specific clause on the site seek to reduce the quantum of non-residential floor space from 40% of the GFA on Site 1, to 25% of both Site 1 and Site 2's GFA.

The proposed development is the first of its kind within the Auto Alley corridor and southern CBD and presents significant opportunities to galvanise redevelopment within this area. The Parramatta CBD is experiencing high commercial office vacancy rates, with rates expected to remain above 20% over the five-year medium term as evidenced in the supporting Economic Assessment (**Appendix 3**). This is largely because of the COVID-19 pandemic and subsequent fundamental change in the way people work, resulting in less demand for commercial office space. The site is located away from the central Parramatta CBD on the southern periphery; therefore, it is unlikely that the quantum of commercial office space under the existing site-specific clause will be fully occupied within the future development.

Council officers initially raised concern regarding the loss of non-residential floor space (approximately 13,500sqm) and associated jobs. However, Council officers have considered these impacts in the Planning Proposal and are satisfied that the Planning Proposal adequately balances the economic impacts of the proposal.

The initial rezoning of the site which established the 40% requirement for non-residential GFA relied upon a significant portion of this GFA being delivered as a basement level supermarket. Upon further investigation, it was determined that any basement level floorspace is unviable due to the site's flooding constraints.

The Applicant initially proposed reducing the quantum of non-residential GFA to 20% of the GFA of Sites 1 and 2. However, it was Council officers' position that this was an excessive reduction, and it was important to retain a higher level of employment generating land uses on the site. Following consultation with the Applicant and Council's Economic Development team, it was determined that an appropriate amount of non-residential GFA to be delivered across Site 1 and 2 is 25%.

Furthermore, Council officers have recommended that the Applicant amend the design scheme to provide the residential podium of Building K with minimum floor-to-floor heights of 3.8m, which is the Parramatta DCP 2023 prescribed floor-to-floor height for commercial development. By doing so, the Building K podium levels can support the future delivery of commercial floor area in addition to the 25% minimum rate required under this Planning Proposal.

The Planning Proposal will also support the delivery of a 5-star hotel, being Building F on Site 1. The hotel was approved under the existing DA on the site and will be operated by Marriott. The hotel development will be a key contributor to Parramatta's visitor economy and will help service international and domestic visitors arriving from the forthcoming Western Sydney International Airport that is due to open in late 2026. The hotel will not only generate primary jobs but will also

generate subsidiary jobs through uses associated with the hotel such as catering companies, event management and corporate conferences.

The proposed APU for ‘creative industries’ will establish the emerging character of the southern CBD as a destination for arts and cultural spaces providing a home for the Parramatta Artist Studio. The fringe location of the site presents an opportunity to deliver alternative land uses other than commercial office space, and it is Council officers’ position that ‘creative industries’ will boost the cultural economy of the Parramatta CBD. Paired with the hotel land use, there is opportunity for hotel patrons to be a key visitor of any future arts and cultural centre.

### **3.4 Section D – State and Commonwealth Interests**

#### **3.4.1 Is there adequate public infrastructure for the Planning Proposal?**

The proposal is in an established urban area which is well connected to existing public services and utilities which can accommodate the future development. The development site has access to:

- Electricity
- Telecommunications
- Sewer
- Water
- Gas

There is adequate public infrastructure to support the Planning Proposal.

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

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

## PART 4 – MAPS

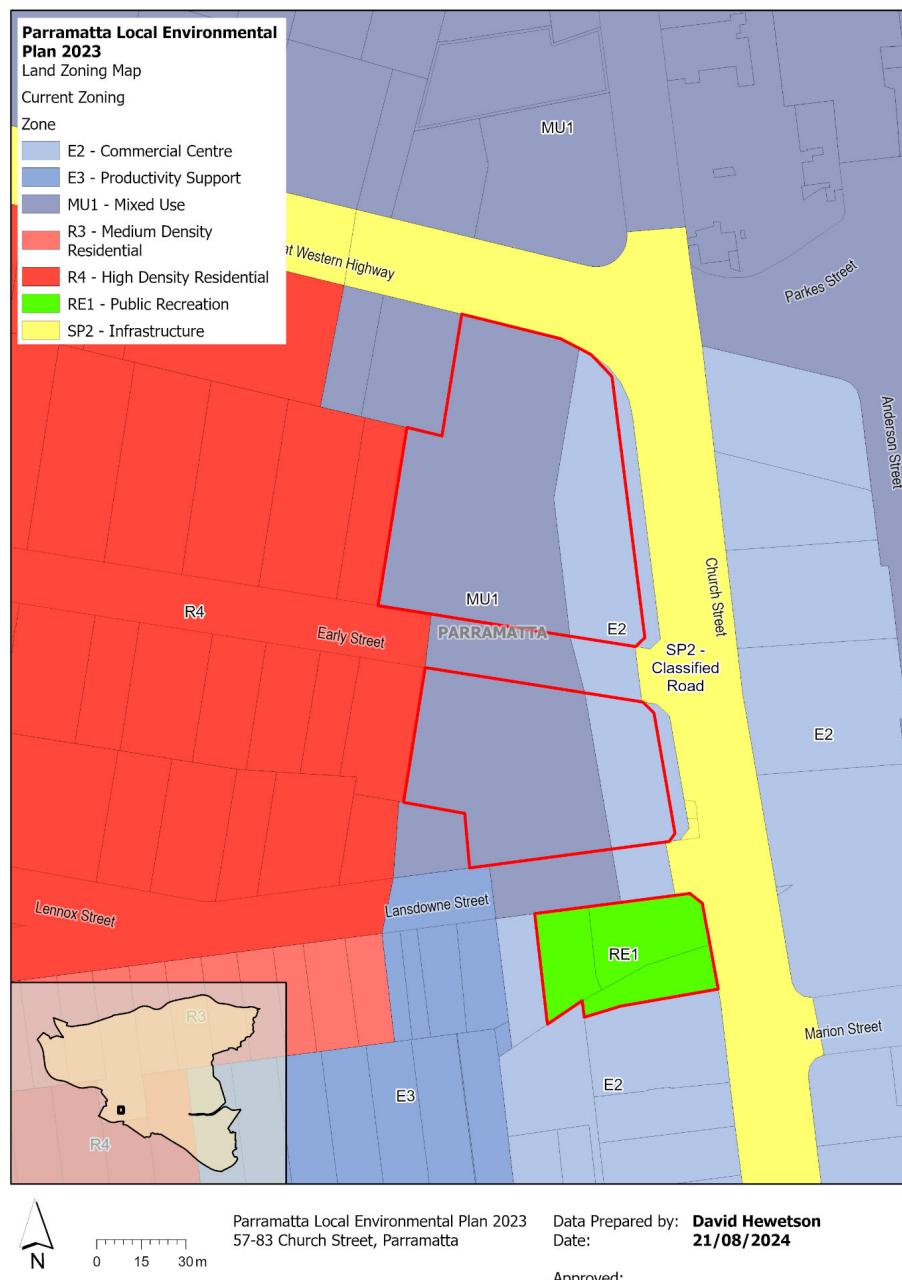
This section contains the mapping for this Planning Proposal in accordance with the DPHI's guidelines on LEPs and Planning Proposals.

The following section illustrates the current PLEP 2023 controls which apply to the site. The following maps are provided:

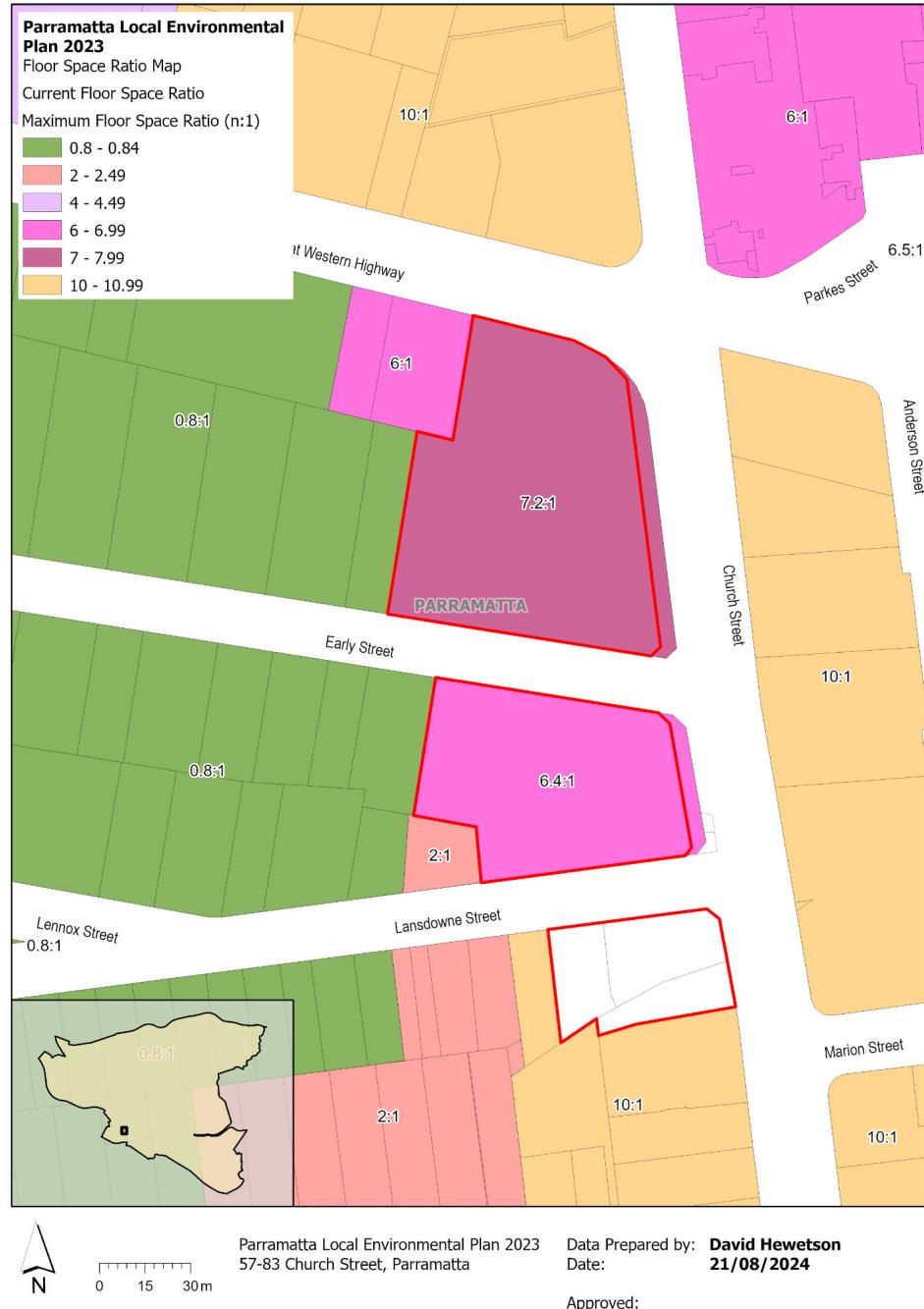
- Land Use Zoning Map
- Height of Buildings Map
- Floor Space Ratio Map
- Additional Permitted Uses Map

#### 4.1 Existing controls

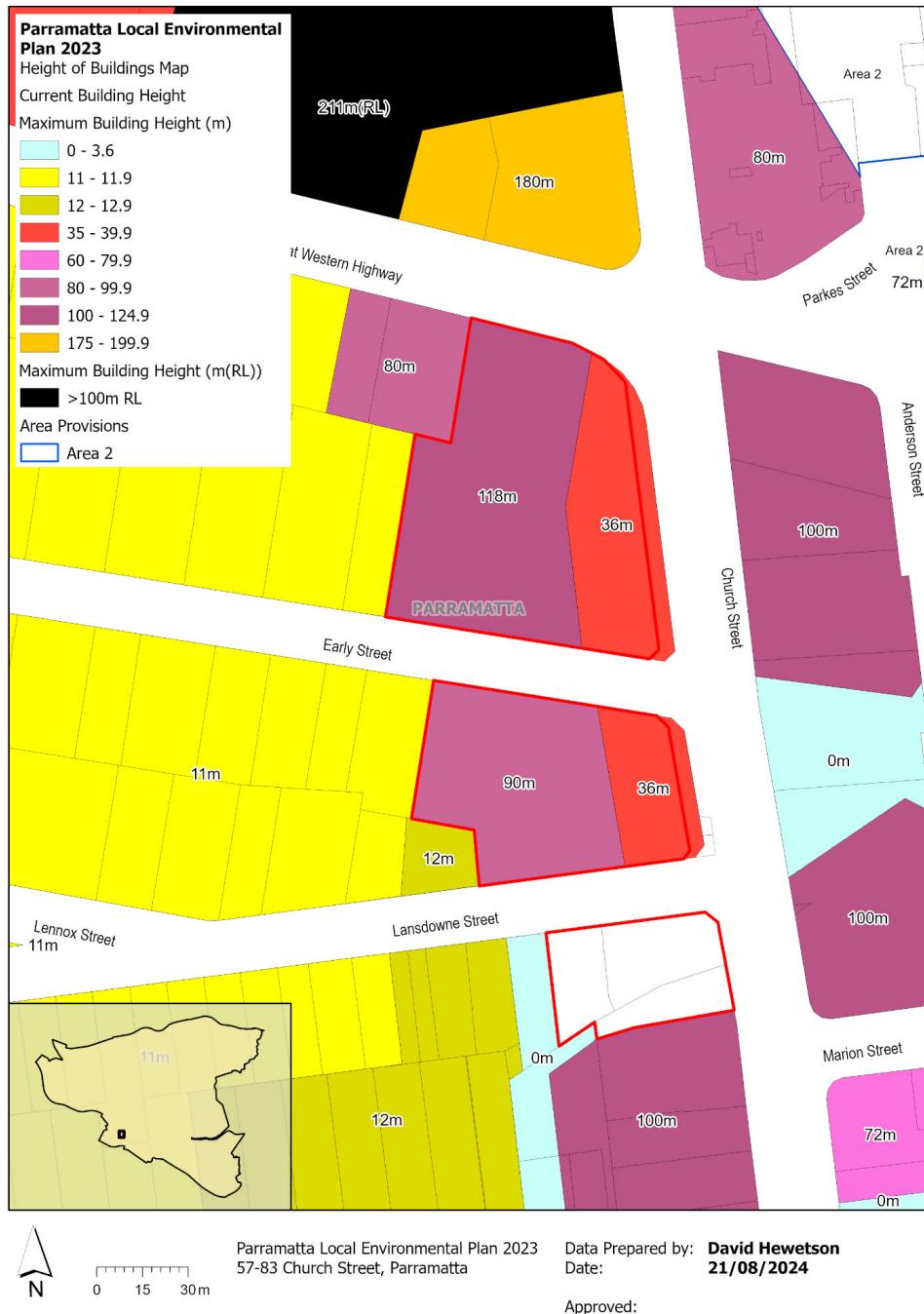
This section illustrates the current *PLEP 2023* controls which apply to the site.



**Figure 6** Existing Land Use Zoning controls for 57-83 Church Street, Parramatta.



**Figure 7** Existing Floor Space Ratio map for 57-83 Church Street, Parramatta.



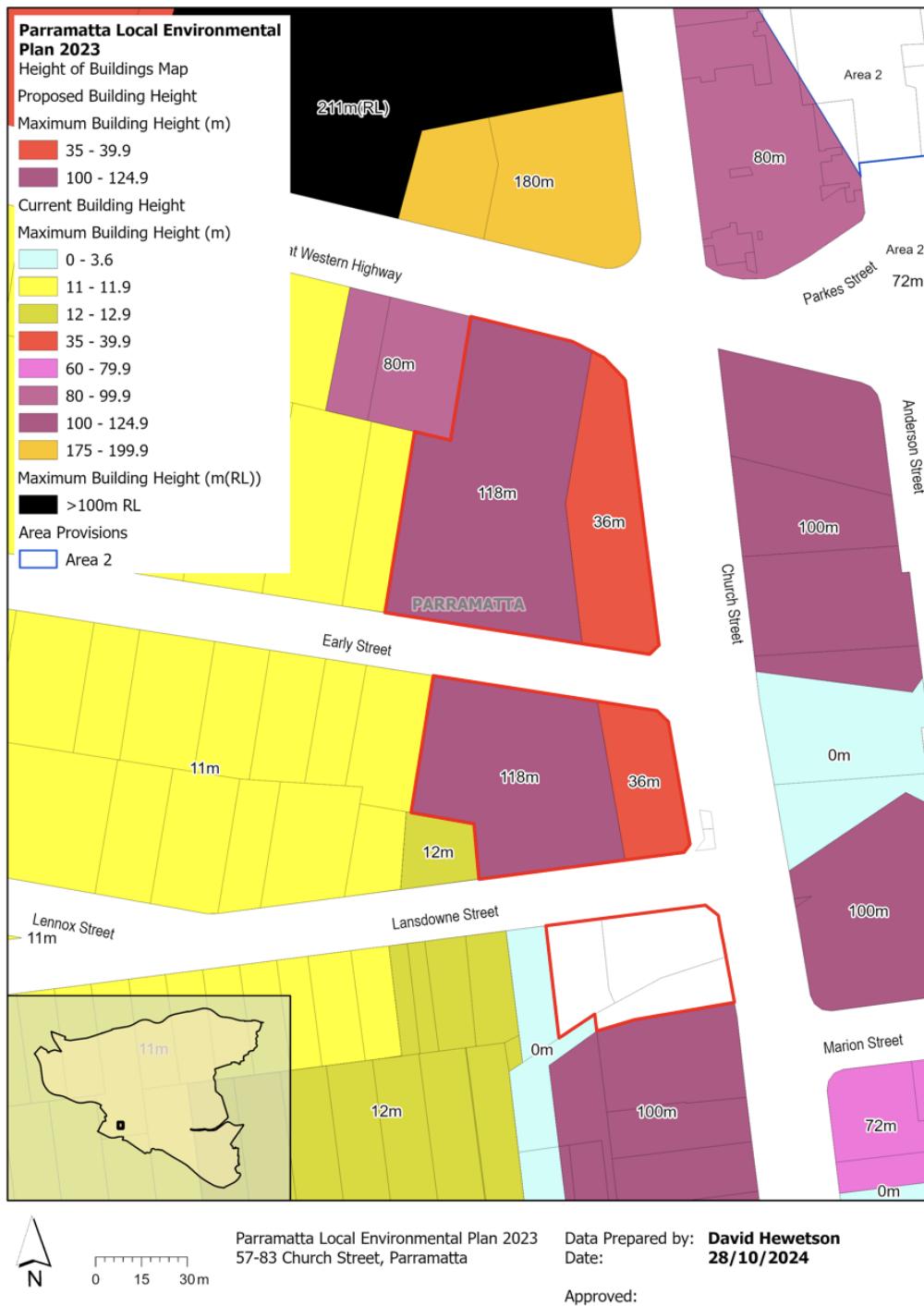
**Figure 8 Existing Height of Buildings Map for land at 57-83 Church Street, Parramatta.**

## 4.2 Proposed controls

The figures in this section illustrate the proposed Parramatta LEP 2023 Maps.



**Figure 9** Proposed Floor Space Ratio Map for land at 57-83 Church Street, Parramatta.



**Figure 10** Proposed Floor Space Ratio Map for land at 57-83 Church Street, Parramatta.



**Figure 11** Proposed Additional Permitted Uses Map for land at 57-83 Church Street, Parramatta.

## PART 5 – COMMUNITY CONSULTATION

The Planning Proposal is to be publicly available for community consultation.

Public exhibition is likely to include:

- display at Council's Customer Service centre;
- display at PHIVE library;
- display on the Council's website; 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.

## PART 6 – PROJECT TIMELINE

Once the Planning Proposal has been referred to the Minister for review of the Gateway Determination and a Gateway determination is received, 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	November 2024
Report to Council on the assessment of the PP	December 2024
Referral to Minister for review of Gateway determination	December 2024
Date of issue of the Gateway determination	February 2025
Commencement and completion dates for public exhibition period	March 2025
Commencement and completion dates for government agency notification	March 2025
Consideration of submissions	April 2025
Consideration of Planning Proposal post exhibition and associated report to Council	April/ May 2025
Submission to the Department to finalise the LEP	June 2025
Notification of instrument	July 2025

## **Appendix 1 – Urban Design Report**

Refer to **Attachment 3** in Local Planning Panel Report

## **Appendix 2 – Letter from the Minister of Planning and Public Spaces regarding the housing crisis**

Refer to **Attachment 4** in Local Planning Panel Report

## **Appendix 3 – Economic Assessment Report**

Refer to **Attachment 5** in Local Planning Panel Report

## **Appendix 4 – Flood Planning Statement**

Refer to **Attachment 6** in Local Planning Panel Report

## **Appendix 5 – Traffic and Parking Assessment**

Refer to **Attachment 7** in Local Planning Panel Report

## **Appendix 6 – Draft Planning Agreement Letter of Offer**

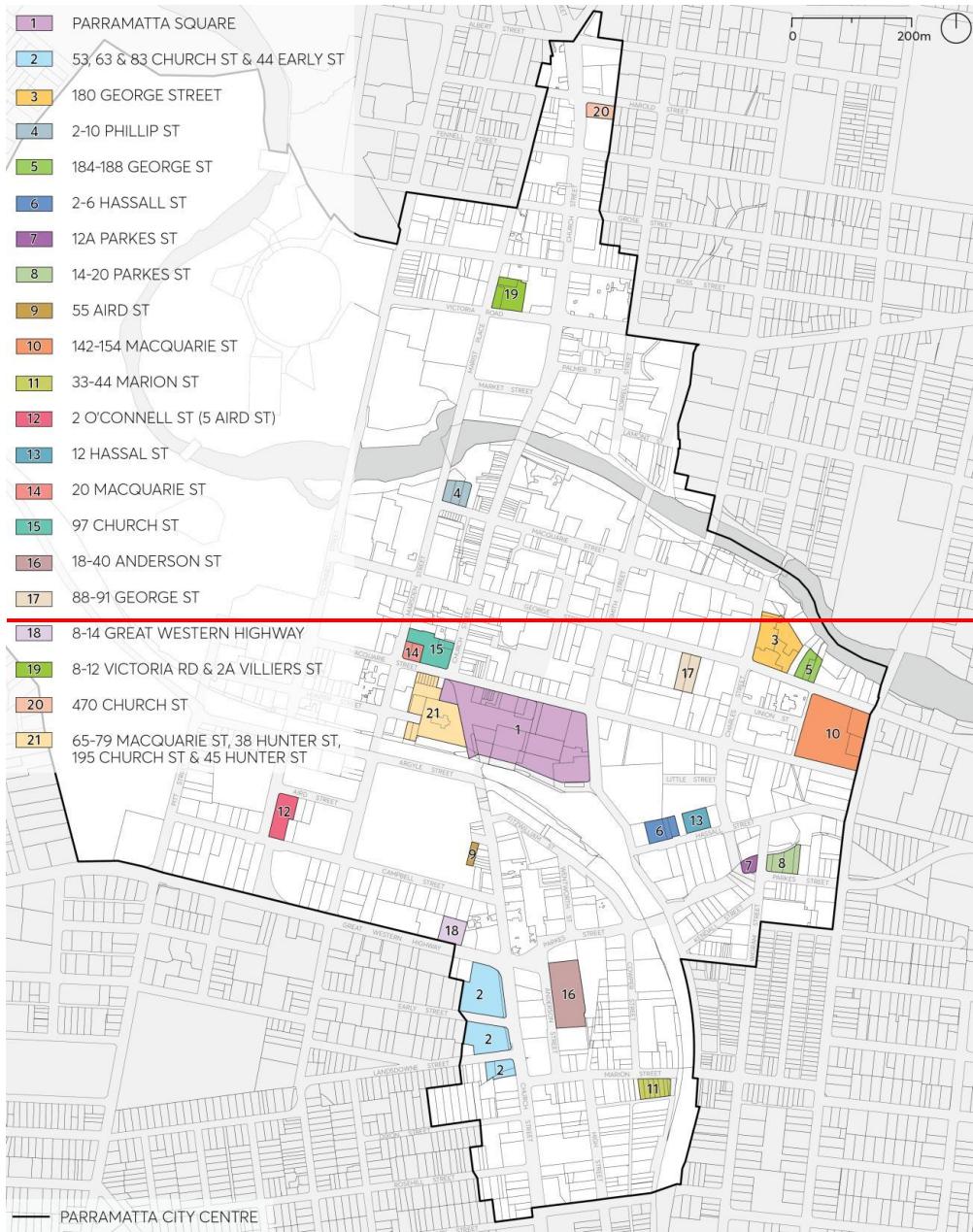
Refer to **Attachment 2** in Local Planning Panel Report

## 9.10 SITE SPECIFIC CONTROLS

This section contains development controls for specific sites in the City Centre as identified in Figure 9.10.

PARRAMATTA CITY CENTRE

SITE SPECIFIC CONTROLS



PARRAMATTA CITY CENTRE

SITE SPECIFIC CONTROLS

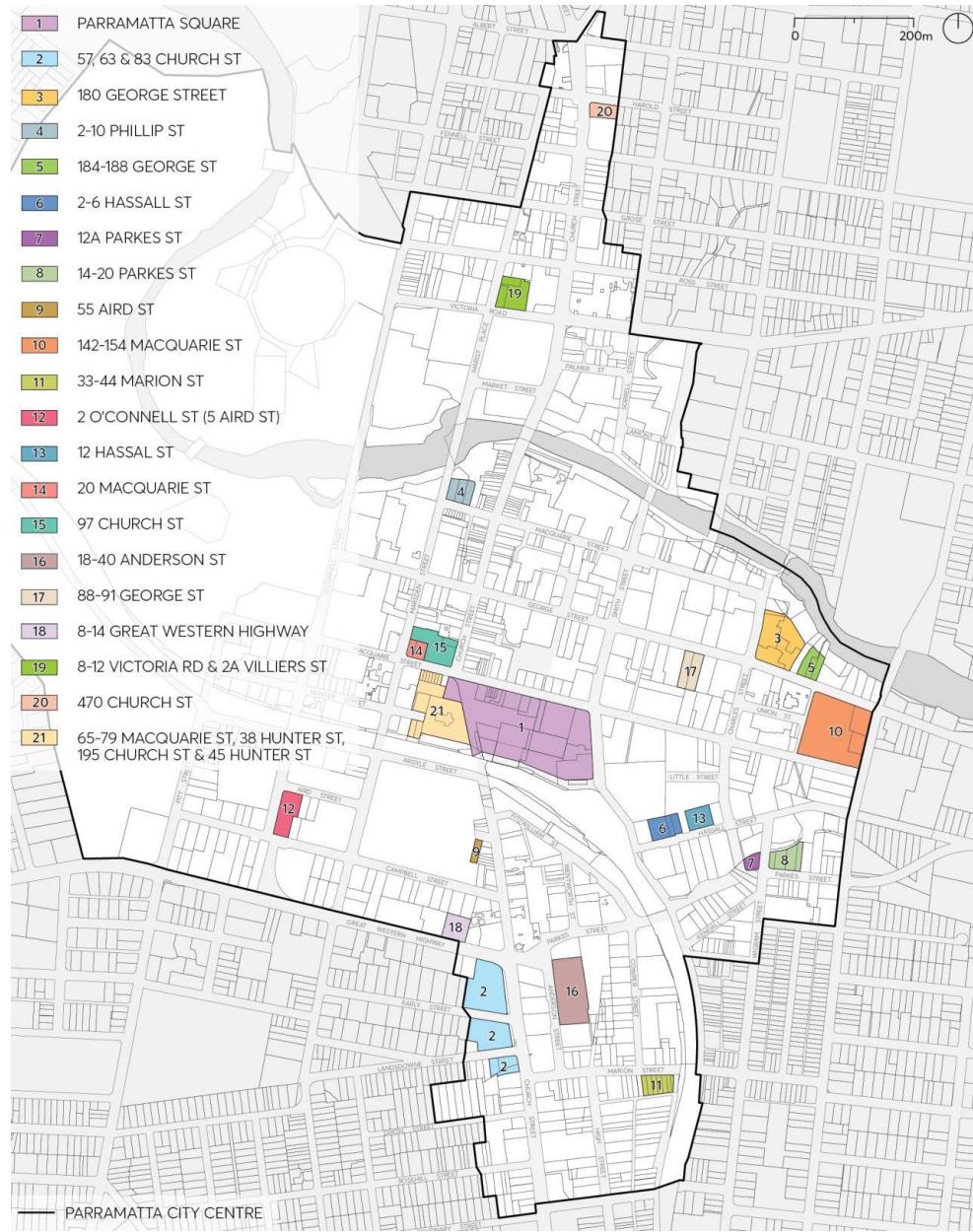


Figure 9.10 – Land parcels with Site Specific Controls

SITE SPECIFIC CONTROLS

~~57, 63 AND 83 CHURCH STREET 57, 63 AND 83 CHURCH STREET AND 44 EARLY STREET~~

**9.10.2 57, 63 AND 83 CHURCH STREET~~AND 44 EARLY STREET~~**

This Section applies to land at 57, 63 and 87 Church Street~~and 44 Early Street~~, Parramatta. The subject land comprises 3 parcels fronting Church Street and the Great Western Highway, Early Street and Lansdowne Streets, as shown in Figure 9.10.2.<sup>1</sup>

SITE SPECIFIC CONTROLS

57, 63 AND 83 CHURCH STREET 57, 63 AND 83 CHURCH STREET AND 44 EARLY STREET





Figure 9.10.2.1 – Land application map

This Section must be read in conjunction with other Sections of this DCP and *Parramatta LEP 2023*. If there is any inconsistency between this Section and other Sections of Parramatta DCP 2023, this Section prevails.

This Section establishes objectives and controls to be interpreted during preparation and assessment of development applications and supports the objectives of the LEP.

#### 9.10.2.1 DESIRED FUTURE CHARACTER

The redevelopment of these sites into a mixed use precinct enables the revitalisation of Church Street, and reinforces the character of the City Centre as a destination for employment, retail and high density living.

The sites' introduce high density residential dwellings and a mix of commercial and retail space that transforms the local character into an exciting pedestrian friendly precinct.

The sites' location is within walking distance of the City Centre core including the Parramatta Transport Interchange as well as Harris Park Rail Station reducing car dependence and promoting

SITE SPECIFIC CONTROLS

**57, 63 AND 83 CHURCH STREET 57, 63 AND 83 CHURCH STREET AND 44 EARLY STREET**

the use of sustainable public transport as well as walking and cycling transport options for residents and business.

The mix of uses provides jobs to increase activity in the City Centre. The redevelopment provides a range of apartment dwellings in high-density building forms, meeting the needs of different household types.

A revitalised public domain is a key component of the redevelopment. A series of pedestrian walkways connecting the 3 parcels of land activate the street level and provide an internal access network.

The sites are a catalyst for future development in Auto Alley aimed at reflecting the Parramatta City Centre as the Metropolitan Centre for the Central City District.

#### 9.10.2.2 SITE OBJECTIVES

##### Objectives

- O.01 To create an urban environment that provides a mix of uses including high density residential, commercial, retail and community facilities.
- O.02 To ensure built form articulation and an attractive composition of building elements with a strong relationship between buildings and streetscape.
- O.03 To provide appropriate public domain elements, including internal pedestrian walkways, footpaths, open space for the benefit of the existing and future community.
- O.04 To ensure building height is distributed across the site having regard for orientation, overshadowing, and views and vistas suitable for this gateway to Parramatta.
- O.05 To provide opportunity for future car showroom functions on the ground level.
- O.06 To provide local amenities for existing and new residents with a variety of activities, services, and functions to attract people and places for them to meet and stay.
- O.07 To provide an appropriate level of active ground floor uses to increase safety, pedestrian activity and use of public domain areas.
- O.08 To provide a visual and physical connection throughout the site for a high level of surveillance and safety.
- O.09 To accommodate generated traffic, and to mitigate traffic effects.
- O.10 To include stormwater management measures which appropriately address the level of flood affection on the site and immediate surrounds.

#### 9.10.2.3 PUBLIC DOMAIN

The site offers an opportunity to enhance the public domain through improvements to streets, lanes, plazas and urban parks.

SITE SPECIFIC CONTROLS57, 63 AND 83 CHURCH STREET 57, 63 AND 83 CHURCH STREET AND 44 EARLY STREET**Objectives**

- O.01 To create an environment that is comfortable for pedestrians.
- O.02 To ensure a high level of pedestrian amenity, safety and security through the inclusion of weather protection, lighting and safety by design principles.
- O.03 To ensure pedestrian walkway areas are formed from a sequence of spaces and plazas running north-south, connecting all 3 parcels of land.
- O.04 To facilitate and establish social uses of public plaza space and walkways such as cafes, restaurants, bars, markets, with public seating areas.
- O.05 To ensure that where utilities are visible from the public domain, that their appearance and design is of the highest quality.
- O.06 To provide for effective linkages and interfaces between public space and private land and provide a high quality physical setting and surrounds for buildings.

**Controls**

- C.01 New pedestrian walkways, park and plazas shall be provided in accordance with Figure 9.10.2.2 and should be no less than minimum size indicated in the control table below:

Public Domain	Minimum Size in Sqm (m <sup>2</sup> )
Northern Plaza/Pedestrian Walkway	1,600
Central Plaza	1,350
Urban Park	1,790

- C.02 Public street frontages are to comply with the [Parramatta Public Domain Guidelines](#) and are to have:
- C.03 Appropriate paving and urban elements:
  - a) Public Art suitable for the site; and
  - b) Appropriate spaces for outdoor trading and outdoor dining.
- C.04 Pedestrian walkways are to comply with Section 6.3 – Laneways in [Parramatta Public Domain Guidelines](#) and the objectives of the [Parramatta Laneways Policy](#).
- C.05 Pedestrian walkways are to be generally 15m wide, with a 4m zone clear of obstructions to movement to allow for sufficient space for outdoor trading and dining.
- C.06 Awnings and colonnades are to be provided along building frontages along public domain to provide shade and shelter.
- C.07 Where colonnades are provided, they must:
  - a) be continuous for the entire public domain frontage or link with awnings;
  - b) have a minimum width of 4.5m between columns; and
  - c) a minimum height of 4.5m to the underside of soffit.

SITE SPECIFIC CONTROLS

**57, 63 AND 83 CHURCH STREET 57, 63 AND 83 CHURCH STREET AND 44 EARLY STREET**

C.08 The southern site is to be provided as an Urban Park in accordance with 9.10.2.2. The design of this park will balance public access and amenity with safety with water management objectives.

C.09 ~~To allow for future road widening along an appropriate length of Church Street and the Great Western highway, and to provide a cycle / pedestrian path along the Church Street frontages, as shown on Figure 9.10.2.2.~~



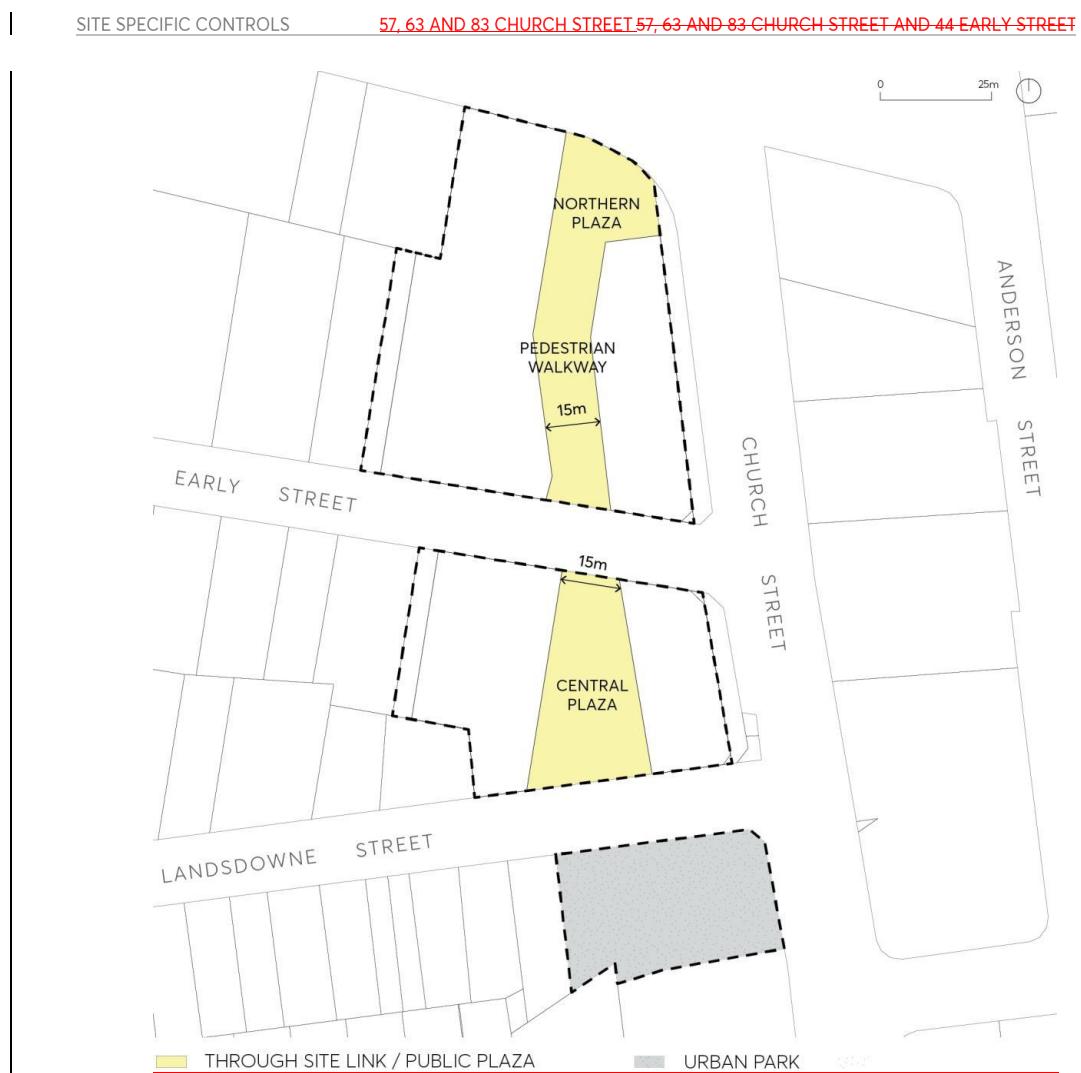


Figure 9.10.2.2 – Public Domain

#### 9.10.2.4 BUILDING FORM

The development provisions on building form in this section are intended to encourage high quality design for new buildings. The resulting built form and character of development should contribute to an attractive public domain and produce a desirable setting for its intended uses.

##### Objectives

- O.01 To establish high quality architectural and urban design for buildings.
- O.02 To locate high density housing with good access to retail, employment, transport, and high quality public domain and open space.

SITE SPECIFIC CONTROLS

57, 63 AND 83 CHURCH STREET 57, 63 AND 83 CHURCH STREET AND 44 EARLY STREET

- O.03 To provide for a variety of retail experiences ~~by way of new format automotive retail, specialty shops, and supermarket.~~
- O.04 To provide appropriate articulation of building form that is responsive to street address, microclimate and pedestrian-orientated environment.
- O.04O.05 ~~To reduce visual bulk and scale and provide upper-level modulation for slender tower forms.~~
- O.05O.06 To ensure that new development minimises and mitigates adverse overshadowing and privacy impact on adjoining public domain and land uses.
- O.06O.07 To ensure the setback of residential towers is at an appropriate distance from heavily used streets of Church Street and the Great Western Highway.
- O.07O.08 To create active streets and plazas by locating fine grain shop fronts at the ground floor with all fronts and entrances at street level.

Controls

Building Envelopes

- C.01 Future built form should be consistent with the building envelopes shown at Figure 9.10.2.3 and Figure 9.10.2.4.
- C.02 New buildings along Church Street should not exceed the maximum building depth of 22m, shown on Figure 9.10.2.3 and Figure 9.10.2.4.
- C.03 Residential towers should not exceed the maximum building internal floor plate requirement, shown on Figure 9.10.2.3.

Building Height

- C.04 Building heights shall be in accordance with Figure 9.10.2.3 and Figure 9.10.2.4 to respond to the context, to provide visual interest and to minimise and mitigate adverse overshadowing and privacy impact to adjoining public domain and land use.
- C.04C.05 ~~Additional storeys above 32 storeys on 63 Church Street must be reasonably modulated and stepped in on a smaller floor plate.~~

Building Setbacks

- C.05C.06 Building setbacks are to be in accordance with Figure 9.10.2.3 and Figure 9.10.2.4.
- C.06C.07 Provide 6m building setback in key locations along the western boundaries of the site as shown on Figure 9.10.2.3 and Figure 9.10.2.4.
- C.07C.08 Where a zero allotment setback is provided a merit assessment will be undertaken with consideration given to the amenity impact on adjacent properties. Consideration should be given to the provision of articulation and high-quality architectural treatment and materials to avoid bland, imposing expanses of wall to neighbouring properties.

SITE SPECIFIC CONTROLS

57, 63 AND 83 CHURCH STREET 57, 63 AND 83 CHURCH STREET AND 44 EARLY STREET



SITE SPECIFIC CONTROLS

**57, 63 AND 83 CHURCH STREET 57, 63 AND 83 CHURCH STREET AND 44 EARLY STREET**



Figure 9.10.2.3 – Building Form Control Plan

#### Building Separation

**C.08C.09** Minimum separation between buildings should be in accordance with Figure 9.10.2.3 and Figure 9.10.2.4.

#### Frontage, activities and entries

**C.09C.10** Continuous active frontages are to be in accordance with Figure 9.10.2.3. This should include retail and commercial spaces.

**C.10C.11** Access to residential use and commercial use above ground level should be provided directly from plaza or pedestrian walkway.

a) Large format retail with floor space exceeding 2,000m<sup>2</sup> shall be provided at a basement level and accessed directly from a plaza or a pedestrian walkway.

**C.11** Basement floor space for Site 1

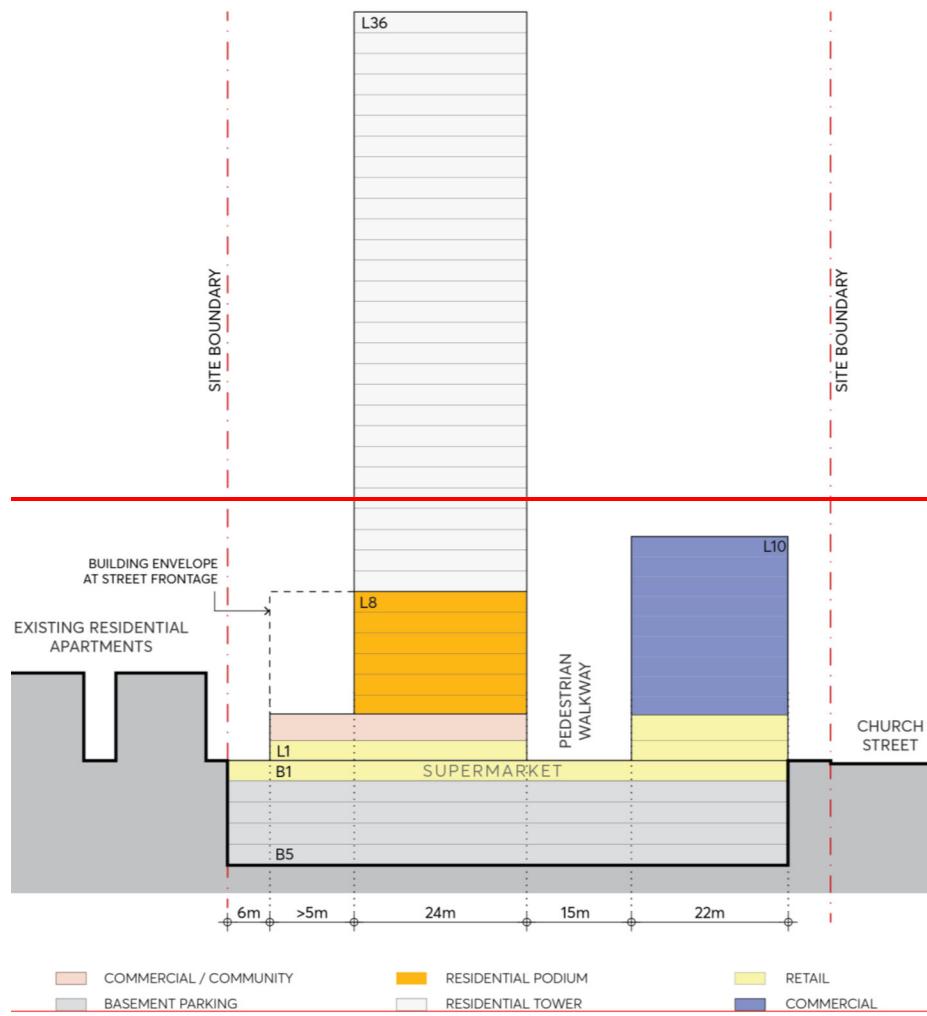
SITE SPECIFIC CONTROLS

57, 63 AND 83 CHURCH STREET 57, 63 AND 83 CHURCH STREET AND 44 EARLY STREET

~~Of the total commercial floorspace component for Site 1, 6,000m<sup>2</sup> must be located at a basement level for retail purposes only. The 6,000m<sup>2</sup> of floorspace cannot be relocated above the basement level if the retail component is not to proceed.~~

SITE SPECIFIC CONTROLS

**57, 63 AND 83 CHURCH STREET 57, 63 AND 83 CHURCH STREET AND 44 EARLY STREET**



SITE SPECIFIC CONTROLS

**57, 63 AND 83 CHURCH STREET 57, 63 AND 83 CHURCH STREET AND 44 EARLY STREET**

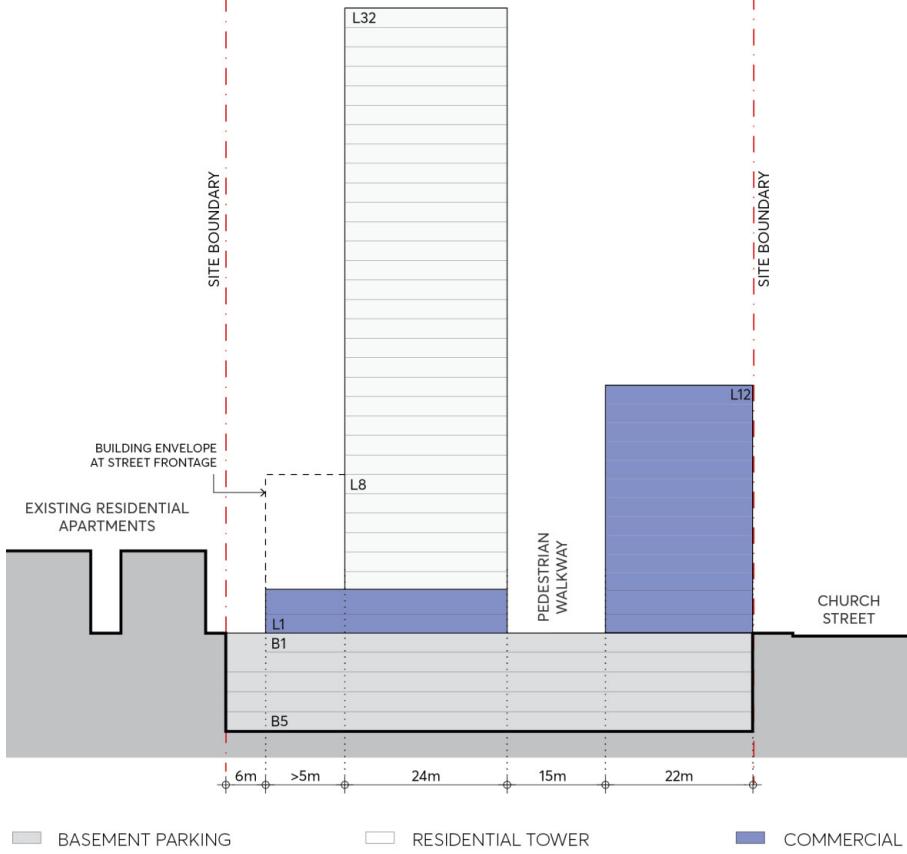


Figure 9.10.2.4 – Building Form Control Section (Northern Side)

### 9.10.2.5 SUSTAINABILITY, MICROCLIMATE & WATER

#### Objectives

The sites should integrate appropriate sustainability initiatives into individual buildings and the public domain, to address microclimate, energy, and water use.

- O.01 To use landscape design to respond to summer and winter climatic conditions and improve amenity for people using the open space.
- O.02 To ensure the buildings are designed to minimise detrimental wind generation within public and private open spaces.

SITE SPECIFIC CONTROLS

~~57, 63 AND 83 CHURCH STREET 57, 63 AND 83 CHURCH STREET AND 44 EARLY STREET~~

- O.03 To implement the principles of water sensitive urban design into the design of the public domain.
- O.04 To minimise reliance on mechanical ventilation through applying good climate design principles to building and public domain design.

**Controls**

- C.01 Provide appropriate water management infrastructure in the design of the public domain and urban park, to minimise water use.
- C.02 Incorporate appropriate built form structures/shade structures to create appropriate microclimate in public domain areas, to ameliorate the temperature extremes of summer and winter.
- C.03 To design dwellings to maximise access to sunlight.
- C.04 Residential building designs are encouraged to meet a Green Star – Multi-Unit Residential design rating.
- C.05 Commercial building designs are encouraged to meet Green Star design rating.

**9.10.2.6 ACCESS, PARKING AND SERVICING**

Provide access for vehicles to the site balanced with pedestrian amenity, access, and safety.

**Objectives**

- O.01 To provide for safe and easy access for all pedestrians, cyclists, vehicles to buildings and public domain.
- O.02 To locate vehicle access points into buildings to minimise pedestrian and cycle conflicts.
- O.03 To ensure that service vehicle access points are concealed as far as possible on major pedestrian routes.
- O.04 To provide all parking underground for residents and visitors to ensure an active, vibrant, and car-free public domain.
- O.05 To implement appropriate traffic management measures on Early and Lansdowne Streets.
- O.06 To encourage an improved level of pedestrian connectivity of the site to the City Centre.

**Controls**

- C.01 Footpaths, cycle links, pedestrian walkways, plazas and vehicle access points to buildings are to be consistent with the pedestrian and vehicle access principles as shown on Figure 9.10.2.5.

SITE SPECIFIC CONTROLS

57, 63 AND 83 CHURCH STREET 57, 63 AND 83 CHURCH STREET AND 44 EARLY STREET



SITE SPECIFIC CONTROLS

**57, 63 AND 83 CHURCH STREET 57, 63 AND 83 CHURCH STREET AND 44 EARLY STREET**



Figure 9.10.2.5 – Access and Servicing

- C.02 Service vehicle access points and utilities are to be minimised along pedestrian routes and adjacent public open space. Where necessary, utilities are to be incorporated into building design.
- C.03 Locate public bicycle racks on ground level, on the street and within the pedestrian walkways linking to key destinations within the development and the cycle network.
- C.04 Locate traffic management measures and pedestrian crossings on Early and Lansdowne Streets to enable the continuation of the pedestrian walkway and priority access for pedestrians.
- C.05 The development of the northernmost site should not preclude future pedestrian connection across (over or under) Church Street or Great Western Highway.

| SITE SPECIFIC CONTROLS

~~57, 63 AND 83 CHURCH STREET 57, 63 AND 83 CHURCH STREET AND 44 EARLY STREET~~

| ~~C.06—Provide for the future road widening of Church Street.~~

**This is Annexure "A" to the Request 11R form between JQZ Seventeen Pty Ltd ACN 657 888 214 and City of Parramatta Council ABN 49 907 174 773**

## **Voluntary Planning Agreement**

**[Date]**

**City of Parramatta Council  
ABN 49 907 174 773**

**and**

**JQZ Seventeen Pty Ltd  
ACN 657 888 214**

**and**

**Early Street Development Pty Ltd  
ACN 666 307 508**

---

**Applicant/Landowner  
Signature**

---

**Developer Signature**

---

**Council Signature**

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# Agreement

## Date

## Parties

### Council

<b>Name</b>	City of Parramatta Council ( <b>Council</b> )
<b>ABN</b>	49 907 174 773
<b>Contact</b>	Manager, Land Use Planning
<b>Telephone</b>	(02) 9806 5050
<b>Contact email</b>	<a href="mailto:acrkovski@cityofparramatta.nsw.gov.au">acrkovski@cityofparramatta.nsw.gov.au</a>

### Landowner

<b>Name</b>	JQZ Seventeen Pty Ltd ( <b>Landowner</b> )
<b>ACN</b>	657 888 214
<b>Contact</b>	Jeremy Hung
<b>Telephone</b>	(+61) 2 9378 1000
<b>Contact email</b>	<a href="mailto:jeremy.hung@jqz.com.au">jeremy.hung@jqz.com.au</a>

### Developer

<b>Name</b>	Early Street Developments ( <b>Developer</b> )
<b>ACN</b>	666 307 508
<b>Contact</b>	Jeremy Hung
<b>Telephone</b>	(+61) 2 9378 1000
<b>Contact email</b>	<a href="mailto:jeremy.hung@jqz.com.au">jeremy.hung@jqz.com.au</a>

## Background

- A. The Landowner is the registered proprietor of the Land.
- B. The Developer will be undertaking the Proposed Development on the Land.
- C. On 22 January 2014, Boyded Industries Pty Ltd (ACN 000 092 464) and Council entered into a planning agreement which is registered on the title of the Land (Dealing A1392225F).
- D. Following execution of this Planning Agreement, Planning Agreement A1392225F will be superseded and removed from the title of the Land. It will no longer have effect.
- E. On 9 August 2017, Sydney West Central Planning Panel granted consent to DA/738/2016 (and later modified) for the following:

Legal/90594970\_18

- a. Works at 83 Church Street, Parramatta and 44 Early Street, Parramatta (Site 1) including demolition, tree removal, consolidation of lots, construction of a 11-storey non-residential building fronting Church Street, two residential towers (22-storey and 40-storey) containing a total of 538 apartments over 2 levels of retail/commercial podium at the rear of the site, with associate landscaping and plaza works; and
- b. Works at 63 Church Street, Parramatta (Site 2) including demolition, tree removal, construction of a 10-storey non-residential building fronting Church Street, and a mixed-use tower containing 9 levels of non-residential floor space and 22 storeys comprising 235 apartments at the rear of the site, with associated landscaping and plaza works.

F. On or around September 2024, the Landowner submitted a Planning Proposal to Council seeking:

(1) to make the following amendments to the *Parramatta Local Environmental Plan 2023*:

- i. Increase the Floor Space Ratio control from 7.2:1 to 8.4:1 for land at 83 Church Street, Parramatta (Site 1);
- ii. Increase the Height of Buildings control from 90m to 118m (40 storeys) for land at 63 Church Street, Parramatta (Site 2);
- iii. For Site 1 and 2, switch off the provisions within Clause 7.14 Competitive design process of the Parramatta LEP 2023 and apply the new proposed Clause 7.29 (5) Site specific provisions to exempt any future application comprising of alterations and additions from the competitive design process to ensure compliance with the approved winning design excellence competition scheme; For Site 1, switch off Clause 7.24 Dual water systems of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (6) Church and Early Street, Parramatta, to reflect the approval for this site which was granted before dual water systems were mandated;
- iv. For Site 1 and 2, amend Clause 7.29 Church and Early Street, Parramatta, (site specific provisions) to revise the non-residential gross floor area requirement from 40% to 25% of total Gross Floor Area; and
- v. To include a clause under Schedule 1 Additional permitted uses to allow residential basement carparking in the E2 Commercial Centre zone on Sites 1 and 2 and development for creative industries on Site 2,

together known as the '**LEP Amendments**'.

(2) to make consequential amendments, as a result of the amendments to the Parramatta LEP, to the *Parramatta City Centre Development Control Plan 2023* (specifically, section 9.10.2) ('**DCP Amendment**').

- G. On 26 November 2024, Council endorsed the Planning Proposal for the purposes of seeking a Gateway determination from the NSW Department of Planning Housing and Infrastructure.
- H. On 4 March 2025, the Gateway Determination was issued.

- I. The changes are sought for the purpose of the Developer making both applications to the Council for Development Consent to carry out the Proposed Development on the Land.
- J. The Landowner and Developer have offered to enter into this agreement and propose to complete works in the public interest including the construction of a community and cultural hub, construction of footpaths, embellishment of public parks, and creation of easements, followed by dedication of the open space public park to Council.
- K. The parties agree that the above is not an exhaustive history of the Land and is a summary provided for context.

## 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;

**Affordable Housing** has the meaning given in the Act, read in conjunction with s13 of the *State Environmental Planning Policy (Housing) 2021*;

**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;

**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 guarantee that is not limited in time and does not expire issued by a trading bank or other financial institution acceptable to Council;

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

**Certificate of Practical Completion** means the written certificate confirming the Works have been completed to the Council's satisfaction, issued under clause 7.1 of this agreement.

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

**Cold Shell Fit Out** means

- (a) Shell and core only with core amenities fully fitted;
- (b) Standard window wall façade;
- (c) Main and typical lobbies finished;
- (d) Base building including all fire and life safety systems, lifts, central main plant and equipment, chillers, cooling towers, boilers, mechanical extraction systems, power and hydraulic infrastructure to typical floors perimeter and all rises;
- (e) Statutory signage;
- (f) Building maintenance units;

and excludes building services fit-off and corporate building signage in addition to general exclusions.

**Community and Cultural Hub** means Building L to be constructed on Site 2 of the Land and dedicated to Council (which for the avoidance of doubt, excludes the floodwater and stormwater overland flow channels under the ground floor slab), which will be distributed as follows:

- (a) Basement carparking – comprising 34 spaces;
- (b) Ground floor – 2 x retail tenancies with a cold shell fit-out and community hall with a warm shell fit-out;
- (c) Levels 1 - 3 – commercial office space with cold shell fit-out.

pursuant to Schedule 2 - Staging Plan and Schedule 4 - Schedule of Works of this agreement and any Council resolution in relation to the proposed use of the Community and Cultural Hub.

**Cost** means a cost, charge, expense, outgoing, payment, fee and other expenditure of any nature.

**Construction Certificate** has the same meaning as in the Act;

**Contributions Plan** has the same meaning as in the Act;

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

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

**Dedication Land** means the following land to be dedicated to Council in accordance with clause 7.2 and the Dedication Plan at Schedule 3 of this agreement:

- (a) Setback area and Footpath, marked 'G' & 'H' on the Dedication Plan, being located on Site 1 of the Land in this agreement;
- (b) Setback area and Footpath, marked 'O' & 'P' on the Dedication Plan, being located on Site 2 of the Land in this agreement;
- (c) Community and Cultural Hub, marked 'L' on the Dedication Plan, being a stratum lot on Site 2 of the Land in this agreement (which excludes the floodwater and stormwater overland flow channels on or under that site); and
- (d) New Park marked 'Q' on the Dedication Plan, also known as Site 3 of the Land in this agreement.

**Developer** means Early Street Development Pty Ltd ACN 666 307 508;

**Development Application** has the same meaning as in the Act;

**Development Consent** is any development consent (as defined in the Act) granted for the Proposed Development;

**Development Control Plan** means the site-specific development control plan for the Land;

**Easements** means the public access easements to be registered on title, over the part of the Land marked as X and Y on the Staging Plan at Schedule 2 of this agreement.

**Easement Area** means the part of the Land included within the Easements.

**Easement Terms** means the terms of the Easement to be provided as set out in Schedule 6 of this agreement.

**Existing Bank Guarantee** means the bank guarantees provided under clause 16 of registered Planning Agreement having dealing number A1392225, the aggregate value of which is \$2,465,458.04.

**Existing Monetary Contribution** means the monetary contribution paid by the Landowner to Council pursuant to Planning Agreement A1392225F and in the amount of \$1,394,812.30.

**Explanatory Note** means an explanatory note prepared under clause 205(1) of the Regulation.

**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;

**Index Number** means;

- (a) the consumer price index (all groups) for Sydney published from time to time by the Australian Bureau of Statistics; or
- (b) if the Index Number is no longer published, it means an index Parramatta reasonably decides is a similar index.

**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 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.

**ISDP** means the Infrastructure Services Delivery Plan included in Schedule 8 to this agreement which (for the avoidance of doubt) is in summary of, but not forming any additional right or obligation to, or to be used in informing the interpretation of, this agreement;

**Land** means

<b>Lot and Deposited Plan No.:</b>	<b>Address:</b>	<b>Site</b>
Lot 100 DP 1249271	83 Church Street, Parramatta	1
Lot 102 DP 1249271	63 Church Street, Parramatta	2
Lot 15 DP 651039 Lot 16 DP 12623 Lot 114 DP 129484	57 Church Street, Parramatta	3

**Landowner** means JQZ Seventeen Pty Ltd, being the owners of all of the Land, or their successors in title;

**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) of this defined term;

**Modification Application** has the same meaning as in the Act;

**Monetary Contribution** means the monetary contribution payable under clause 7.4 of this agreement;

**Occupation Certificate** has the same meaning as in the Act, and includes an occupation certificate or a partial occupation certificate as the case may be;

**Pedestrian Bridge Authority** has the meaning given in the Pedestrian Bridge Easement Terms.

**Pedestrian Bridge Easement** means a pedestrian bridge easement in gross burdening the Pedestrian Bridge Easement Area in favour of the Pedestrian Bridge Authority in accordance with the Pedestrian Bridge Easement Terms, as well as the positive covenants included therein.

**Pedestrian Bridge Easement Area** means the easement marked 'Z' on the Staging Plan at Schedule 2 of this agreement

**Pedestrian Bridge Easement Terms** means the terms of the Pedestrian Bridge Easement to be provided as set out in Schedule 7 of this agreement.

**Proposed Development** means:

- (a) **Site 1, Building E:** the addition of 10 residential storeys (to 32 storeys) increasing apartment numbers and corresponding adjustments to lower levels;
- (b) **Site 2, Building K:** the replacement of the lower 7 levels of commercial floors to residential uses and the addition of 9 storeys (to 40 storeys) of residential units;
- (c) **Site 2, Building L:** the reduction from 10 storeys to 4 storeys, with the introduction of the Community and Cultural Hub
- (d) **Basement:** general changes to basement layout to allocate parking as required.
- (e) **Site 3 – remediation, design, construction and embellishment of public open space.**

**Public Purpose** means the Works, dedication of Dedication Land, Existing Monetary Contribution, Monetary Contribution and Easements.

**Quarter** means each consecutive period of three months (or part of it) ending on the respective last days of March, June, September and December.

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

**Regulation** means the *Environmental Planning and Assessment Regulation 2021*;

**Review Date** means each anniversary of the date of this agreement;

**Site 1** means the part of the Land marked '1 – Northern Site' (which comprises Building D, Building E, Building F) on the Staging Plan at Schedule 2 of this agreement

**Site 2** means the part of the Land marked '2 – Central Site' (which comprises Building K and Building L) on the Staging Plan at Schedule 2 of this agreement.

**Site 3** means the part of the Land marked '3 – Southern Site' on the Staging Plan at Schedule 2 of this agreement.

**Through-Site Links** means the through-site links proposed as part of the Works.

**Warm Shell Fit Out** means cold shell fit-out inclusions and:

- (a) Floor finishes;
- (b) Ceiling finishes;
- (c) Partitions, doors, screens;
- (d) Joinery and fitments;
- (e) Power and lighting;
- (f) Airconditioning duct and ceiling registered and grilles;
- (g) Fire alarm fit-off;
- (h) Signage; and

excludes computer equipment and furniture, feature lighting, interior and exterior decorations and artworks and general exclusions.

**Works** means the development the Developer will construct in and as described in the Schedule of Works at Schedule 4 and ISDP at Schedule 8 of this agreement:

- (a) Footpath design and construction on Site 1 and marked 'H' on the Staging Plan at Schedule 2 of this agreement;
- (b) Footpath design and construction on Site 2 and marked 'P' on the Staging Plan at Schedule 2 of this agreement;
- (c) Open space remediation, design, construction and embellishment of New Park on Site 3 and marked 'Q' on the Staging Plan at Schedule 2 of this agreement;
- (d) Through-site link design and construction on Site 1 and marked 'X' on the Staging Plan at Schedule 2 of this agreement;
- (e) Through-site link design and construction on Site 2 and marked 'Y' on the Staging Plan at Schedule 2 of this agreement;
- (f) Construction and fit-out of the four storey Community and Cultural Hub on Site 2 and marked 'L' on the Staging Plan at Schedule 2 (a sectional diagram for which is marked 'L' on the Dedication Plan at Schedule 3) of this agreement

## 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 4 of this agreement summarises the requirements for planning agreements under section 7.4 of the Act and the way this agreement addresses those requirements.

## 4 Application of this agreement

### 4.1 *This agreement applies to:*

- (a) The Planning Proposal;
- (b) DA/738/2016, as modified and amended;
- (c) Proposed Development; and
- (d) the Land.

### 4.2 *Acknowledgements*

- (a) The Developer acknowledges and agrees that any amendments or modifications to DA/738/2016 may be granted subject to a condition requiring this agreement to be complied with in connection with the carrying out of the Proposed Development and the Developer will not object to, or seek a review of, or appeal against the imposition of such a condition.
- (b) The Developer acknowledges and agrees that any consent for the Proposed Development for the Land may be granted subject to a condition requiring this agreement to be complied with in connection with the carrying out of the Proposed Development and the Developer will not object to, or seek a review of, or appeal against the imposition of such a condition.
- (c) Subject to the terms of this agreement, the Developer acknowledges and agrees that this agreement and the obligations under this agreement continue to apply even if any consent for the Proposed Development is modified or amended.

## 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:
  - (i) the LEP Amendments in this agreement have been made and published on the NSW Legislation website; and
  - (ii) the DCP amendments have been made and published on Council's website; and
  - (iii) The time or event specified in the Contributions Schedule as the time or event by which the obligation to deliver the contribution arises occurs.
- (c) The Explanatory Note must not be used to assist in construing this agreement.

## 6 Proposed Development Application

### 6.1 *Requirement of Voluntary Planning Agreement*

The Landowner, pursuant to its Offer dated 26 March 2025, has expressed its interest in developing the Land.

### 6.2 *Lodgement of Development Application*

- (a) Once the amendment to the Parramatta LEP has been published on the NSW Legislation website, the Landowner/Developer is to lodge an application/s with Council for the Proposed Development of the Land (**Proposed Development Application**).

- (b) Nothing in this Agreement relieves the Landowner/Developer of its statutory obligations under the Act to obtain the necessary development consent/s for any such future redevelopment of the Land.
- (c) Nothing in this Agreement fetters Council's discretion under the Act in assessing and determining as it sees fit any future development applications for a future redevelopment of the Land.

## 7 Contributions to be made under this Agreement

### 7.1 Works

- (a) Subject to issue of a Construction Certificate with respect to the Development Consent on the Land , the Developer will carry out the Works in accordance with this agreement and the Schedule of Works at Schedule 4 of this agreement, the Construction Terms in Schedule 5 of this agreement, the ISDP at Schedule 8 of this agreement, any Council resolution in relation to the proposed use of the Community and Cultural Hub, and any future development consent granted for the Works.
- (b) The detailed design and location of the Works will be subject to the Staging Plan at Schedule 2 and Schedule of Works at Schedule 4 of this agreement and any conditions of consent imposed by Council on the Development Consent which includes construction of the Works.
- (c) The Works will be taken to have been completed for the purposes of this agreement when a Certificate of Practical Completion has been issued for the Works.
- (d) The Landowner is responsible for the ongoing maintenance of the following works and as depicted on the Staging Plan at Schedule 2:
  - (i) Through-site link 'X' on Site 1; and
  - (ii) Through-site link 'Y' on Site 2including all costs associated with maintenance. In the event of an emergency, Council will undertake maintenance works, noting that the costs associated with that maintenance will be the responsibility of the Landowner.
- (e) Practical Completion of the Works is to occur as follows:
  - (i) Site 1 Footpath 'H' - prior to the issue of any Occupation Certificate for a residential apartment on Site 1;
  - (ii) Site 1 Through-Site Link 'X' – prior to the issue of any Occupation Certificate for a residential apartment for on Site 1;
  - (iii) Site 2 Footpath 'P' - prior to the issue of any Occupation Certificate for a residential apartment on Site 2;
  - (iv) Site 2 Through-Site Link 'Y' – prior to the issue of any Occupation Certificate for a residential apartment for on Site 2;
  - (v) Site 2 Building 'L' - prior to the issue of any Occupation Certificate for a residential apartment for on Site 2;
  - (vi) Site 3 New Park 'Q' – no later than 12 months after the date on which the first Occupation Certificate is issued in respect of Site 2.

- (f) The parties agree and acknowledge that the Works serve the Public Purpose.
- (g) The parties agree and acknowledge that the Works will remain in private ownership, subject to clause 7.2 below.

#### 7.2 *Dedication*

- (a) The Landowner must dedicate or cause to be transferred to the Council with no encumbrances, unless approved in writing by Council prior to transfer, and at no cost to the Council, including legal fees, the Dedication Land freed and discharged from all estates, interests, trusts, restrictions, dedications, reservations, easements, rights, charges, rates and contracts in, over or in connection with the land, including but not limited to, municipal rates and charges, water rates and land tax, except as permitted by Council.
- (b) The process of dedication (including preparation of the relevant documents to give effect to the dedication of the Dedication Land to be lodged with NSW Land Registry Services) of:
  - (i) 'G' and 'H' on the Dedication Plan at Schedule 3 must commence within 45 days of obtaining the Certificate of Practical Completion for Site 1 Footpath 'H';
  - (ii) 'O' and 'P' on the Dedication Plan at Schedule 3 must commence within 45 days of obtaining the Certificate of Practical Completion for Site 2 Footpath 'P';
  - (iii) 'L' on the Dedication Plan at Schedule 3 must commence within 45 days of obtaining the Certificate of Practical Completion for Site 2 Community and Cultural Hub, Building 'L';
  - (iv) 'Q' on the Dedication Plan at Schedule 3 must commence within 45 days of obtaining the Certificate of Practical Completion for Site 3 New Park 'Q';
- (c) The Landowner is responsible for the maintenance of New Park 'Q' for a period of 12 months following its dedication to Council.

#### 7.3 *Public Access and Easements*

- (a) The Landowner, at no cost to Council, must register against the title to the applicable Land the Pedestrian Bridge Easement and the Easements in gross burdening the Easement Areas in favour of the Council (or to the Pedestrian Bridge Authority, for the purposes of the Pedestrian Bridge Easement) permitting public access over the Easement Areas in accordance with the Easement Terms.
- (b) The Parties acknowledge that the Easement Area is subject to the final design as determined in the Development Consents granted by Council.
- (c) Any requirement to register an easement, covenant or other instrument against the title to Land will be satisfied when Council is provided a copy of the relevant title search showing the registration of the instrument.
- (d) The easements must be registered:
  - (i) Easement marked 'X' on the Staging Plan at Schedule 2 of this agreement prior to the issue of any Occupation Certificate for Site 1;

- (ii) Pedestrian Bridge Easement prior to the issue of any Occupation Certificate for Site 1 (marked 'Z' on the Staging Plan at Schedule 2 of this agreement); and
- (iii) Easement marked 'Y' on the Staging Plan at Schedule 2 of this agreement prior to the issue of any Occupation Certificate for Site 2.
- (e) The parties agree that the proposed easements under this clause 7.3 will serve the following public purposes:
  - (i) To increase the amount of and improve existing public open space areas in the vicinity of the Land;
  - (ii) To improve pedestrian circulation and the amenity in the vicinity of the Land; and
  - (iii) To provide a frontage and entry to proposed Building L.

#### 7.4 *Monetary Contribution*

- (a) The Landowner or Developer are to allocate and retain ownership of (but not pay to Council) a Monetary Contribution amount of not less than \$6,141,802, to complete their obligations under this agreement (including the Works).
- (b) This Monetary Contribution is in lieu of Council levying section 7.11 and 7.12 contributions for the Proposed Development.
- (c) The parties agree and acknowledge that the Monetary Contribution will be used by the Landowner and Developer towards the Public Purpose.
- (d) This Monetary Contribution is in addition to the Existing Monetary Contribution that was paid by the Landowner to Council pursuant to Planning Agreement A1392225F.

### 8 Bank Guarantee

#### 8.1 *Existing Bank Guarantee*

The Existing Bank Guarantee is to remain with, and be recognised by, Council in fulfilment of the Landowner and Developer's obligations under clause 8.2(a).

#### 8.2 *Timing of Bank Guarantees*

The Developer or Landowner must provide to Council the Bank Guarantee(s) for the value and in accordance with the manner and timing set out in the table below:

	<b>Value and Manner</b>	<b>Timing</b>
(a)	An amount equal to 75% (unless otherwise agreed to with the Executive Director City Planning and Design of Council) of the "Total Site 1 Works Estimate" specified in Schedule 1 (as may be subsequently revised by agreement of the parties from time to time).	No later than the date of which a Construction Certificate is issued in respect of any part of the Proposed Development on Site 1.
(b)	An amount equal to 65% (unless otherwise agreed to with the Executive Director City Planning and Design of Council) of the "Total	No later than the date of which a Construction Certificate is issued in

	<p>Site 2 Works Estimate" specified in Schedule 1 (as may be subsequently revised by agreement of the parties from time to time) (<b>Site 2 Guarantee Value</b>), to be provided by way of 3 separate Bank Guarantees with the following values:</p> <ul style="list-style-type: none"> <li>(i) 50% of the Site 2 Guarantee Value;</li> <li>(ii) 25% of the Site 2 Guarantee Value;</li> <li>(iii) The balance (being 25%) of the Site 2 Guarantee Value.</li> </ul>	<p>respect of any part of the Proposed Development on Site 2.</p>
(c)	<p>An amount equal to 75% (unless otherwise agreed to with the Executive Director City Planning and Design of Council) of the "Total Site 3 Works Estimate" specified in Schedule 1 (as may be subsequently revised by agreement of the parties from time to time).</p>	<p>No later than the date of which a Construction Certificate is issued in respect of any part of the Proposed Development on Site 3.</p>

### 8.3 *Indexation of Bank Guarantees*

- (a) All Bank Guarantees to which the Council is validly entitled pursuant to clause 8 are to be adjusted on each Review Date in accordance with the following calculation:

$$A = \frac{B \times D}{C}$$

where

- A is the adjusted Bank Guarantee applicable from the relevant Review Date;
- B is the Bank Guarantee applicable immediately prior to the relevant Review Date;
- C is the Index Number for the Quarter ending immediately before the date of this planning agreement or the last prior Review Date (whichever is the later); and
- D is the Index Number for the Quarter ending immediately before the relevant Review Date.

- (b) Clause 8.3(a) does not apply to any Bank Guarantee provided to or recognised by Council for the purposes of clause 8.2(a) (including the Existing Bank Guarantee).
- (c) Clause 8.3(a) does not apply to any Bank Guarantee (or any part thereof) if the Council is required to release and return it pursuant to clause 8.5.

**8.4     *Call up of Bank Guarantees***

- (a)   The Council is to hold the Bank Guarantee(s) to which it is validly entitled pursuant to clause 8 as security for the Developer and Landowner performing their obligations under this agreement relating to the Works and other material public benefits provided under this agreement.
- (b)   The Landowner and Developer acknowledge and agree that if the Landowner and Developer breach any of their obligations under this agreement, the Council may, without further notice to the Landowner and Developer and notwithstanding any other remedy it may have under this agreement, under any Act or otherwise at law or in equity, call-up any Bank Guarantee and apply it to remedy the Landowner or Developer's breach and the Council's costs of remedying the breach.

### 8.5 *Release & Return of Bank Guarantees*

The Council is to release and return the following Bank Guarantees to the Landowner or Developer in accordance with the timing set out in the table below:

	<b>Bank Guarantee</b>	<b>Timing</b>
(a)	All Bank Guarantees issued or held in relation to clause 8.2(a) of this agreement (including the Existing Bank Guarantee)	within 14 days of the latter of registration of the Easements marked 'X' and 'Z' on the Staging Plan at Schedule 2 (as required under clause 7.3 of this Agreement) or the dedication of Footpath marked 'H' on the Staging Plan at Schedule 2 (as required under clause 7.4 of this Agreement);
(b)	All Bank Guarantees issued or held in relation to clause 8.2(b)(i) of this agreement	within 14 days of the practical completion of the basement of the Building marked 'L' on the Staging Plan at Schedule 2;
(c)	All Bank Guarantees issued or held in relation to clause 8.2(b)(ii) of this agreement	within 14 days of the Landowner or Developer providing the Council with confirmation from a suitably qualified engineer that the structural component of Building marked 'L' on the Staging Plan at Schedule 2 has been completed in accordance with the structural engineering drawings;
(d)	All Bank Guarantees issued or held in relation to clause 8.2(b)(iii) of this agreement	at the latter of registration of the Easement marked 'Y' on the Staging Plan at Schedule 2 (as required under clause 7.3 of this Agreement) or the dedication of Footpath marked 'H' on the Dedication Plan at Schedule 3 (as required under clause 7.3 of this Agreement) or the dedication of Building marked 'L' on the Dedication Plan at Schedule 3 (as required under clause 7.4 of this Agreement); and
(e)	All Bank Guarantees issued or held in relation to clause 8.2(c) of this agreement	within 14 days of the dedication of the New Park marked 'Q' on the Dedication Plan at Schedule 3 issue of the final Certificate of Practical Completion of the Works on Site 3,

unless the parties have entered into a written agreement providing for an alternative release of the Bank Guarantee.

### 8.6 *Replacement of Bank Guarantees*

At Council's request, the Landowner/Developer must provide an additional, supplementary or replacement Bank Guarantee if there has been a call-up of the Bank Guarantee that results in the value of the Bank Guarantee held by Council after call-up, being less than required under clause 8 of this agreement.

- 9 The parties agree 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 Proposed Development, subject to clause 9(e) below.
  - (b) This agreement does not exclude the application of section 7.12 of the Act to the Proposed Development, subject to clause 9(e) below.
  - (c) This agreement does not exclude the application of section 7.24 of the Act to the Proposed Development.
  - (d) The benefits under this agreement are to be taken into consideration in determining a development contribution under section 7.11 of the Act.
  - (e) The Council will not levy any contribution under section 7.11 or section 7.12 of the Act on any application for the Proposed Development of the Land. The parties agree that the Monetary Contribution made under this agreement and the Existing Monetary Contribution are the sole contributions required under section 7.11 or section 7.12 of the Act for the Proposed Development on the Land.
- 10 Registration of this agreement
- 10.1 *Landowner's Interest*
- The Landowner represents and warrants to the Council that on the date of this agreement it is the registered proprietor of the Land.
- 10.2 *Registration of this agreement*
- (a) Within 14 days of the execution of this agreement, the Landowner, at their own expense, must commence the process to:
    - (i) Obtain from Council a release and discharge so that it may remove Planning Agreement A1392225F from the folios of the Register for the Land (or any part of it);
    - (ii) Do all things necessary to have Planning Agreement A1392225F removed from the folios of the Register for the Land (or any part of it);
    - (iii) procure the lodgement of this agreement with the Registrar-General
    - (iv) 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;
    - (v) 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; and
    - (vi) Bear any costs incurred by Council associated with the removal of Planning Agreement A1392225F and registration of this agreement from the folios of the Register for the Land
  - (b) The Landowner must, at their 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 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 Land that the existing 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 10.2.
- (c) The Landowner consents to the registration of the agreement on the relevant folios of the Register for the Land in accordance with this clause 10.2.
  - (d) The parties agree that Planning Agreement A1392225F (and any variations to that agreement) is terminated, and will have no further effect, contemporaneously when this agreement takes effect.

#### 10.3 *Removal from Register*

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) if either:

- (a) the Council is satisfied the Landowner of the Land (or the relevant part of the Land) has duly fulfilled their obligations under this agreement with respect to the Land (or the relevant part of the Land) and are not otherwise in default of any of the obligations under this agreement with respect to the Land (or the relevant part of the Land); or
- (b) The Landowner is no longer is under any obligations under this agreement in accordance with clause 7.

### 11 Assignment, restriction and caveat on dealings

#### 11.1 *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 shall 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 11.
- (c) Any purported dealing in breach of this clause is of no effect.

#### 11.2 *Restriction*

- (a) The Landowner is not to:
  - (i) sell or transfer the Land, or

- (ii) assign the Landowner rights or obligations under this agreement, or novate this agreement,

to any person unless:

- (iii) The Landowner has, at no cost to the Council, first procured the execution by the person to whom the Land or part is to be sold or transferred or the Landowner's rights or obligations under this agreement are to be assigned or novated, of a deed in favour of the Council on terms reasonably satisfactory to the Council, and
  - (iv) The Landowner satisfies the Council that the rights of the Council will not be diminished or fettered in any way;
  - (v) the Council has given written notice to the Landowner stating that it reasonably considers that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this agreement, and
  - (vi) the Landowner is not in breach of this agreement, and
  - (vii) the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld; and
  - (viii) Any default under any provisions of this agreement has been remedied or waived by the Council, on such conditions as the Council may determine, and
  - (ix) the Landowner and the Transferee pay the Council's reasonable costs in relation to the assignment.
- (b) The Council must provide any notice, consent or conditions required by clause 11.2(a) of this agreement within 10 business days of receipt of notice from the Landowner as applicable of the proposed transfer.

#### 11.3 *Continued performance of obligations by Landowner and Developer*

Subject to clause 11.2, the Landowner and Developer acknowledge and agree that they remain liable to fully perform their obligations under this agreement unless and until they have complied with their obligations under this agreement.

#### 11.4 *Exclusion from restriction*

Clause 11.2 does not apply in relation to any sale or transfer of the Land if registered Planning Agreement (dealing number A1392225) or this agreement are registered on the title to the Land at the time of the sale.

#### 11.5 *Removal from Register*

The Council will agree to provide a release and discharge of this agreement from a lot following strata subdivision of the Land upon the request of the Landowner prior to fulfillment of the Landowner's and Developer's obligations, subject to the agreement being registered on title to the common property within the strata subdivision.

#### 11.6 *Caveat*

- (a) the Landowner acknowledges and agrees that:

- (i) when this agreement is executed, the Council is deemed to have acquired and the Landowner is deemed to have granted, an equitable estate and

interest in the Land for the purposes of section 74F(1) of the *Real Property Act 1900* (NSW) and consequently the Council will have a sufficient interest in the Land in respect of which to lodge a caveat over the Land notifying that interest;

- (ii) it will not object to the Council lodging a caveat in the relevant folios of the Register for the Land, nor will it seek to remove any caveat lodged by the Council provided the caveat does not prevent registration of any dealing or plan other than a transfer.
- (b) The Council acknowledges and agrees that:
  - (i) at the cost of the Landowner, register a withdrawal of any caveat in respect of the Land within 10 Business Days after the Landowner has fulfilled their obligations in accordance with this agreement;
  - (ii) the Council must not lodge any other caveats on the titles to any of the Land, other than in accordance with clause 11.6(a) and 11.6(b).

## 12 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.

## 13 Dispute Resolution

### 13.1 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.

### 13.2 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.

### 13.3 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 13.6 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.

#### 13.4 *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 13.5 or by expert determination under clause 13.6.

#### 13.5 *Mediation*

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

- (a) The parties must agree 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 13.5 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.

### 13.6 *Expert determination*

If the dispute is not resolved under clause 13.3 or clause 13.5, 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.

### 13.7 *Litigation*

If the dispute is not *finally* resolved in accordance with this clause 13, then either party is at liberty to litigate the dispute.

### 13.8 *No suspension of contractual obligations*

Subject to any interlocutory order obtained under clause 13.1, the referral to or undertaking of a dispute resolution process under this clause 13 does not suspend the parties' obligations under this agreement.

## 14 Enforcement

### 14.1 *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.
- (c) If a party disputes the Default Notice it may refer the dispute to dispute resolution under clause 13 of this agreement.

### 14.2 *Restriction on the issue of Certificates*

- (a) In accordance with section 6.8 of the Act and any associated regulations any obligations to:
  - (i) undertake the Works under clause 7.1;must be satisfied prior to the issue of the respective Occupation Certificates for the Land, in accordance with clause 7.1(e).
- (b) In accordance with section 6.10 of the Act and any associated regulations the obligations to:
  - (i) Register the Easements under clause 7.3,must be satisfied prior to the issue of the respective Occupation Certificates for the Land, in accordance with clause 7.3(d).

### 14.3 *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.

## 15 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.

## 16 No fetter

### 16.1 *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 any Development Application or any other application for Development Consent in relation to the Land (all referred to in this agreement as a "**Discretion**").

### 16.2 *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.

### 16.3 *Planning Certificates*

The Landowner 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.

## 17 Notices

### 17.1 *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 or fax at the address or fax number below, or at the address or fax number last notified by the intended recipient to the sender after the date of this agreement:

- (i) to City of Parramatta PO Box 32, Parramatta, NSW 2124  
Council: Email: acrkovski@cityofparramatta.nsw.gov.au  
Attention: Manager, Land Use Planning
  - (ii) Landowner Email: Jeremy.hung@jqz.com.au  
Attention: Jeremy Hung
  - (iii) Developer Email: Jeremy.hung@jqz.com.au  
Attention: Jeremy Hung
- (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
- (d) if under clause 17.1(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.

**17.2 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 Attention: Manager, Land Use Planning  
Council: [council@cityofparramatta.nsw.gov.au](mailto:council@cityofparramatta.nsw.gov.au)
    - (B) Landowner: Attention: Jeremy Hung  
Email: Jeremy.hung@jqz.com.au
    - (C) Developer: Attention: Jeremy Hung  
Email: Jeremy.hung@jqz.com.au
- (b) The recipient of a Notice served under this clause 17.2 must:
  - (i) promptly acknowledge receipt of the Notice; and

- (ii) keep an electronic copy of the Notice,
- (c) Failure to comply with clause 17.2 does not invalidate service of a Notice under this clause.

### 17.3 *Receipt of Notices sent by email*

- (a) A Notice sent under clause 17.2 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 17.3 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.

## 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 *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.

### 18.3 *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.

**18.4 *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.

**18.5 *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.

**18.6 *Counterparts***

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

**18.7 *Legal expenses and stamp duty***

- (a) The Landowner must pay the Council's 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 unless otherwise agreed between the parties.
- (b) In the event that a further review of this agreement is required in the future, the Landowner agrees to reimburse Council's legal fees reasonably incurred with doing so to an amount agreed in advance for that further review.
- (c) The Landowner 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.
- (d) The Landowner agrees to pay Council any administrative fees as required by Council, acting reasonably, in connection with the administration of this agreement.

**18.8 *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.

**18.9 *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.

**18.10 *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.

**18.11 *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 18.11(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 18.11(b) applies.

**18.12 *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.

**18.13 *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 Landowner 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 Landowner indemnifies the Council for the amount of any such payment is required to make.

**18.14 *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.

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Schedule 1 Contributions Schedule

**Schedule 1 Contributions Schedule**

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Schedule 1 Contributions Schedule

No.	Item	Public Purpose	Type of Contribution	Scope	Timing of Provision	Estimated Amount / Value of Item
1.	Footpath 'H' (Site 1)	The provision of public pedestrian access	Construction of part of the Works, and specifically, Footpath 'H'	Footpath design and construction on Site 1 and marked 'H' on the Staging Plan at Schedule 2 of this agreement.	Practical Completion of Site 1 Footpath 'H' is to occur prior to the issue of any Occupation Certificate for a residential apartment on Site 1. (refer clause 7.1(e)(i))	\$901,149
2.	Through-Site Link 'X' (Site 1)	The provision of public pedestrian access	Construction of part of the Works, and specifically, Through-Site Link 'X'.	Through-site link design and construction on Site 1 and marked "X" on the Staging Plan at Schedule 2 of this agreement.	Practical Completion of Through-Site Link 'X' is to occur prior to the issue of any Occupation Certificate for a residential apartment on Site 1. (refer clause 7.1(e)(ii))	\$2,498,339
3	Footpath 'P' (Site 2)	The provision of public pedestrian access	Construction of part of the Works, and specifically, Footpath 'P'	Footpath design and construction on Site 2 and marked 'P' on the Staging Plan at Schedule 2 of this agreement.	Practical Completion of Site 2 Footpath 'P' is to occur prior to the issue of any Occupation Certificate for a residential apartment on Site 2. (refer clause 7.1(e)(iii))	\$754,840

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Schedule 1 Contributions Schedule

No.	Item	Public Purpose	Type of Contribution	Scope	Timing of Provision	Estimated Amount / Value of Item
4	Through-Site Link 'Y' (Site 2)	The provision of public pedestrian access	Construction of part of the Works, and specifically, Through-Site Link 'Y'.	Through-site link design and construction on Site 2 and marked "Y" on the Staging Plan at Schedule 2 of this agreement.	Practical Completion of Through-Site Link 'Y' is to occur prior to the issue of any Occupation Certificate for a residential apartment on Site 2. (refer clause 7.1(e)(iv))	\$1,735,716
5	Community & Cultural Hub, Building 'L' (Site 2)	The provision of public facilities.	Construction of part of the Works, and specifically, Community & Cultural Hub, Building 'L'	Construction and fit-out of the four storey Community and Cultural Hub on Site 2 and marked Building 'L' on the Staging Plan at Schedule 2 of this agreement.	Practical Completion of Community & Cultural Hub, Building 'L', is to occur prior to the issue of any Occupation Certificate for a residential apartment on Site 2. (refer clause 7.1(e)(v))	\$16,769,200
6	New Park 'Q' (Site 3)	The provision of public open space.	Construction of part of the Works, and specifically, New Park 'Q'.	Open space remediation, design, construction and embellishment on Site 3 and marked New Park 'Q' on the Staging Plan at Schedule 2 of this agreement.	Practical Completion of New Park 'Q' is to occur prior to the issue of the first Occupation Certificate on Site 2. (refer clause 7.1(e)(vi))	\$1,650,910

Schedule 1 Contributions Schedule

No.	Item	Public Purpose	Type of Contribution	Scope	Timing of Provision	Estimated Amount / Value of Item
7	Dedication of 'G' and Footpath 'H' (Site 1)	The provision of public pedestrian access	Dedication	Dedication to Council of the footpath on Site 1 and marked 'G' and Footpath 'H' on the Staging Plan at Schedule 2 of this agreement.	Dedication must commence within 45 days of obtaining the Certificate of Practical Completion for Site 1 Footpath 'H' (refer clause 7.2(b)(i))	N/A
8	Dedication of Footpath 'P' (Site 2)	The provision of public pedestrian access	Dedication	Dedication to Council of the footpath on Site 2 and marked 'O' and Footpath 'P' on the Staging Plan at Schedule 2 of this agreement.	Dedication must commence within 45 days of obtaining the Certificate of Practical Completion for Site 2 Footpath 'P' (refer clause 7.2(b)(ii))	N/A
9	Dedication of Community & Cultural Hub, Building L (Site 2)	The provision of public facilities.	Dedication	Dedication to Council of the Community & Cultural Hub, on Site 2 and marked Building 'L' on the Staging Plan at Schedule 2 of this agreement.	Dedication must commence within 45 days of obtaining the Certificate of Practical Completion for Site 2 Community and Cultural Hub, Building 'L' (refer clause 7.2(b)(iii))	N/A

Schedule 1 Contributions Schedule

No.	Item	Public Purpose	Type of Contribution	Scope	Timing of Provision	Estimated Amount / Value of Item
10	Dedication of New Park 'Q' (Site 3)	The provision of public open space.	Dedication	Dedication to Council of the New Park, on Site 3 and marked 'Q' on the Staging Plan at Schedule 2 of this agreement.	Dedication must commence within 45 days of obtaining the Certificate of Practical Completion for Site 3 New Park 'Q' (refer clause 7.2(b)(iv))	N/A
11	Easement over Through-Site Link 'X' (Site 1)	The provision of public pedestrian access	Easement	Registration on title of an easement in gross burdening the Easement Area, being that part of the Land on which the Through-Site Link 'X' will be located	Prior to the issue of any Occupation Certificate for Site 1 (refer clause 7.3(d)(i))	N/A
12	Pedestrian Bridge Easement 'Z' (Site 1)	The provision of the Pedestrian Bridge Easement Area	Easement	Registration on title of an easement in gross burdening the Pedestrian Bridge Easement Area, being that part of the Land on which the Pedestrian Bridge Easement 'Z' will be located.	Prior to the issue of any Occupation Certificate for Site 1 (refer clause 7.3(d)(ii)).	N/A

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Schedule 1 Contributions Schedule

No.	Item	Public Purpose	Type of Contribution	Scope	Timing of Provision	Estimated Amount / Value of Item
13	Easement over Through-Site Link 'Y' (Site 2)	The provision of public pedestrian access	Easement	Registration on title of an easement in gross burdening the Easement Area, being that part of the Land on which the Through-Site Link 'Y' will be located	Prior to the issue of any Occupation Certificate for Site 2 (refer clause 7.3(d)(iii))	N/A

Schedule 1 Contributions Schedule

**Works Totals**

<b>Total Site 1 Works Estimate</b>	\$3,399,488
<b>Total Site 2 Works Estimate</b>	\$19,259,756
<b>Total of Site 3 Works Estimate</b>	\$1,650,910
<b>GRAND TOTAL</b>	<b>\$24,310,154</b>

Schedule 2              Staging Plan

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## Indicative Staging Plan

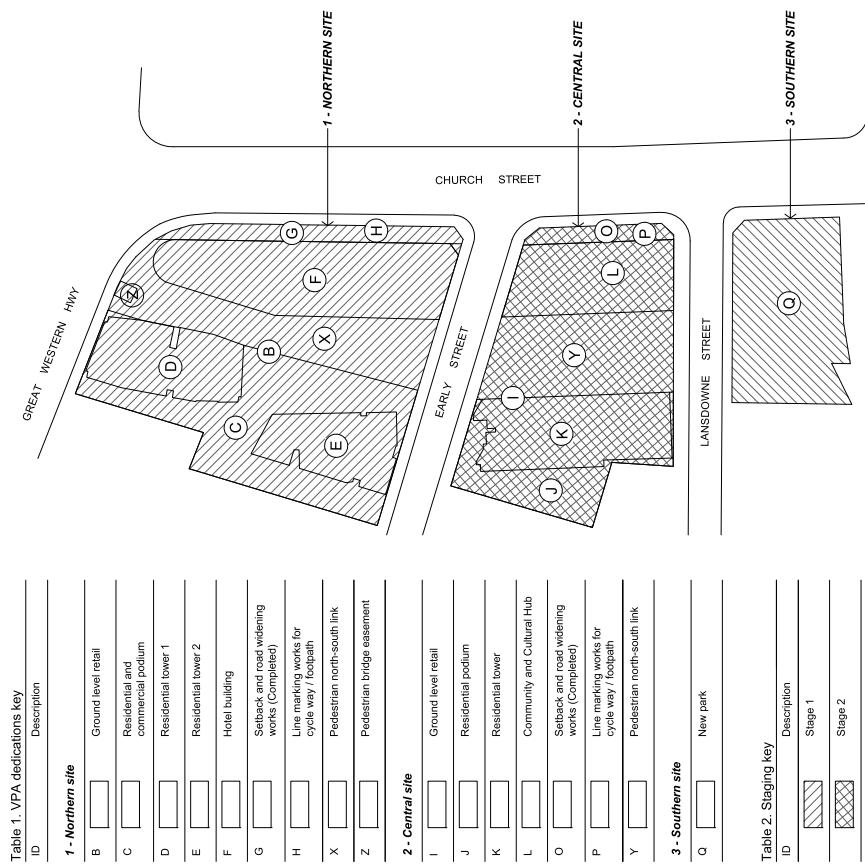


Figure 1 - Staging Plan

Schedule 3              Dedication Plan

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## Indicative VPA Land Dedication Plan

Table 1 - Site area

Site ID	Site Area (m <sup>2</sup> )	FSR
1 - Northern site	7,602	8.4 : 1
2 - Central site	4,742	7.36 : 1
3 - Southern site	1,953	No FSR
<b>TOTAL</b>	<b>14,297</b>	

Table 2 - VPA dedications key

ID	Description
<b>1 - Northern site</b>	
B	Ground level retail
C	Residential and commercial podium
D	Residential tower 1
E	Residential tower 2
F	Hotel building
G	Setback and road widening works (Completed)
H	Line marking works for cycle way / footpath
X	Pedestrian north-south link
Z	Pedestrian bridge easement
<b>2 - Central site</b>	
I	Ground level retail
J	Residential podium
K	Residential tower
L	Community and Cultural Hub
O	Setback and road widening works (Completed)
P	Line marking works for cycle way / footpath
Y	Pedestrian north-south link
<b>3 - Southern site</b>	
Q	New park

Figure 1 - VPA Key Plan

Refer Figure 2 for section diagram

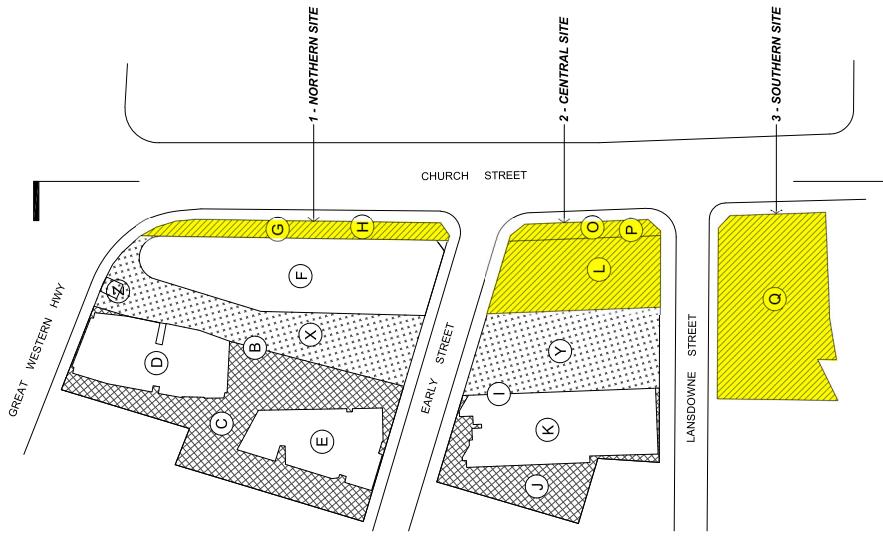
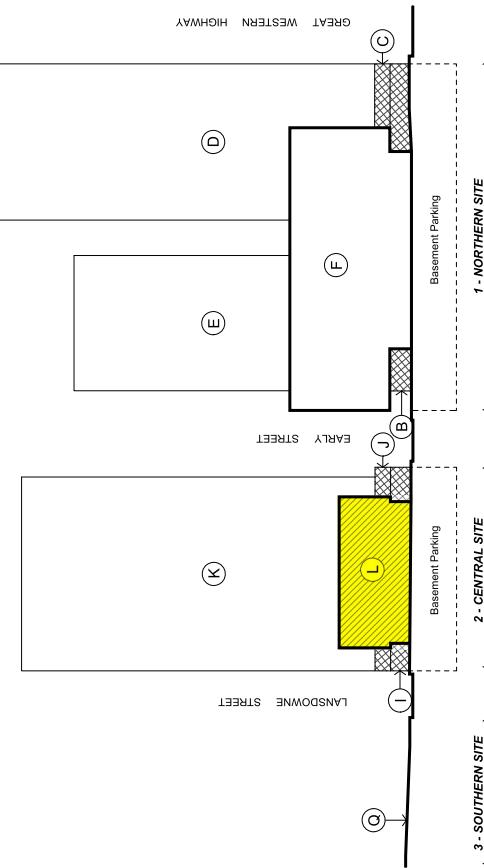


Figure 2 - VPA section diagram



Schedule 4 Schedule of Works

**Schedule 4      Schedule of Works**

<b>SCHEDULE OF LANDOWNERS WORKS</b>		<b>Time for completion of Works</b>	<b>Time for dedication</b>
<b>Component of landowner's work</b>	<b>Minimum Requirements</b>		
<b>Site 1</b>			
Footpath works 'H'	<p>Construction of Footpath no less than 1.5m in width along Church Street on Site 1 (Site 1 Footpath 'H') (refer clause 7.1(e)(i)) (approximately 1,041sqm)</p> <p>The qualitative standard of the design and finishes is to be no less than those described in:</p> <ul style="list-style-type: none"> <li>• The relevant Australian standards;</li> <li>• Any relevant public domain (open space) guidelines, requirements or policies applied by Parramatta City Council from time to time in assessing the adequacy of any improvements proposed for the public domain; and</li> </ul> <p>The design and finishes are to be generally consistent with the indicative impacts contained in the VPA (as per the original VPA).</p>	<p>Prior to the issue of any Occupation Certificate for a residential apartment on Site 1.</p>	<p>Process for dedication to be commenced within 45 days of obtaining the Certificate of Practical Completion for Site 1 Footpath 'H'.</p>
Through site link works 'X'	<p>Construction of a Northern Thoroughfare on Site 1 no less than 15m in width. (Site 1 Through-Site Link 'X') (refer clause 7.1(e)(ii)) (approximately 1,600 sqm)</p> <p>The qualitative standard of the design and finishes is to be no less than those described in:</p> <ul style="list-style-type: none"> <li>• The relevant Australian standards;</li> <li>• Any relevant public domain (open space) guidelines, requirements or policies applied by Parramatta City Council from time to time in assessing the adequacy of any improvements proposed for the public domain; and</li> </ul>	<p>N/A</p>	<p>Prior to the issue of any Occupation Certificate for a residential apartment on Site 1.</p>

Schedule 4 Schedule of Works

	<p>The design and finishes are to be generally consistent with the indicative impacts contained in the VPA (as per the original VPA).</p> <p>Works to be delivered include:</p> <ul style="list-style-type: none"> <li>• Stormwater drainage including pits, excavation, backfilling and bedding</li> <li>• Footpaths</li> <li>• Paving</li> <li>• Soft and Hard Landscaping</li> <li>• Services including Smart Poles (where required)</li> <li>• Turf to verge</li> <li>• Handrails, tactiles, and stairs</li> <li>• Benches/ Seating</li> <li>• Traffic signs</li> <li>• Signage, linemarking and wayfinding</li> <li>• Public Art</li> <li>• Bins</li> <li>• External Lighting</li> </ul> <p>All works should be designed in accordance with site specific DCP and Public Domain Manual.</p>	
<b>Site 2</b>	<p>Footpath works 'P'</p> <p>Construction of Footpath no less than 1.5m in width along Church Street on Site 2 (Site 2 Footpath 'P') (refer clause 7.1(e)(iii)) (approximately 990sqm)</p> <p>The qualitative standard of the design and finishes is to be no less than those described in:</p> <ul style="list-style-type: none"> <li>• The relevant Australian standards;</li> <li>• Any relevant public domain (open space) guidelines, requirements or policies applied by Parramatta City Council from time to time in assessing the adequacy of any</li> </ul>	<p>Prior to the issue of any Occupation Certificate for a residential</p> <p>Process for dedication to be commenced within 45 days of obtaining the Certificate of Practical Completion for Site 2 Footpath 'P';</p>

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Schedule 4 Schedule of Works

	<p>improvements proposed for the public domain; and</p> <p>The design and finishes are to be generally consistent with the indicative impacts contained in the VPA (as per the original VPA).</p>	<p>apartment on Site 2.</p>	<p>N/A</p>
Through Site Link 'Y'	<p>Construction of a Central Thoroughfare on Site 2 no less than 15m in width. (Site 2 Through-Site Link 'Y') (refer clause 7.1(e)(iv)) (approximately 1,350 sqm)</p> <p>The qualitative standard of the design and finishes is to be no less than those described in:</p> <ul style="list-style-type: none"> <li>• The relevant Australian standards;</li> <li>• Any relevant public domain (open space) guidelines, requirements or policies applied by Parramatta City Council from time to time in assessing the adequacy of any improvements proposed for the public domain; and</li> </ul> <p>The design and finishes are to be generally consistent with the indicative impacts contained in the VPA (as per the original VPA).</p> <p>Works to be delivered include:</p> <ul style="list-style-type: none"> <li>• Stormwater drainage including pits, excavation, backfilling and bedding</li> <li>• Footpaths</li> <li>• Paving</li> <li>• Soft and Hard Landscaping</li> <li>• Services including Smart Poles (where required)</li> <li>• Turf to verge</li> <li>• Handrails, tactiles, and stairs</li> <li>• Benches/ Seating</li> <li>• Traffic signs</li> <li>• Signage, linemarking and wayfinding</li> <li>• Public Art</li> </ul>	<p>Prior to the issue of any Occupation Certificate for a residential apartment on Site 2.</p>	

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Schedule 4 Schedule of Works

	<ul style="list-style-type: none"> <li>• Bins</li> <li>• External Lighting</li> </ul> <p>All works should be design in accordance with site specific DCP and Public Domain Manual.</p>	<p>Process for dedication to be commenced within 45 days of obtaining the Certificate of Practical Completion for Site 2 Building 'L'.</p>
Building L	<p>Construction and fit-out of a four storey "community and cultural hub" building (Site 2 Building 'L') (refer clause 7.1(e)(v)) on Site 2 that comprises* :</p> <ul style="list-style-type: none"> <li>▪ Basement car parking comprising 34* spaces.</li> <li>▪ Two ground floor retail tenancies comprising total 131*sqm gross floor area (GFA) – cold shell fit-out</li> <li>▪ One ground floor community hall comprising 555*sqm GFA – warm shell fit-out</li> <li>▪ Levels 1 - 3 Commercial office space 2,532*sqm GFA – cold shell fit-out</li> </ul> <p>Works to be delivered include:</p> <p>Within the basement:</p> <ul style="list-style-type: none"> <li>• Drained Basement</li> <li>• Soldier pile system with shotcrete infill panels and anchors where required</li> <li>• General services including fire sprinklers, power and lighting, and mechanical ventilation</li> </ul> <p>Within Building L:</p> <ul style="list-style-type: none"> <li>• Shell and core only with core amenities fully fitted</li> <li>• Face brick and glazed façade as per provided Plans and Elevations</li> <li>• Main and typical lobbies fully finished</li> <li>• Base Building services including all fire and life safety systems, lifts, central main plant and equipment, chillers, cooling towers, boilers, power and hydraulic infrastructure to typical floors perimeters and all risers</li> <li>• All statutory signage</li> <li>• Building Maintenance unit</li> </ul>	<p>Prior to the issue of any Occupation Certificate for a residential apartment on Site 2.</p> <p>In addition to the above, the following additional 'warm shell' fitout will be provided for the ground level community hall and will include, but not limited to:</p>

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Schedule 4 Schedule of Works

	<ul style="list-style-type: none"> <li>• Sprung timber floor</li> <li>• Grid ceilings</li> <li>• Power, internet and lighting</li> <li>• Air conditioning duct and ceiling registers and grilles</li> <li>• Fire alarms fit-off</li> <li>• Statutory and way finding signage</li> <li>• Base building toilets</li> </ul> <p>*values are approximations</p>	
<b>Site 3</b>	<p>An area of no less than 1,790sqm on Site 3 (Site 3 New Park 'Q', also known as "Open Space" or "New Park") (refer clause 7.1(e)(vi))</p> <p>The Site 3 New Park 'Q' will provide amenity and recreation opportunities for the existing culture and local community.</p> <p>The qualitative standard of the design and finishes is to be no less than those described in:</p> <ul style="list-style-type: none"> <li>• The relevant Australian standards;</li> <li>• Any relevant public domain (open space) guidelines, requirements or policies applied by Parramatta City Council from time to time in assessing the adequacy of any improvements proposed for the public domain; and</li> <li>• The design and finishes are to be generally consistent with the indicative impacts contained in the VPA (as per the original VPA).</li> </ul> <p>Works to be delivered include:</p> <ul style="list-style-type: none"> <li>• Soft and hard landscaping</li> <li>• Lighting</li> <li>• Pathways</li> <li>• Paving</li> </ul>	<p>Process for dedication to be commenced within 45 days of obtaining the Certificate of Practical Completion for Site 3 New Park 'Q';</p> <p>Practical Completion of New Park 'Q' is to occur no later than 12 months after the date on which the first Occupation Certificate is issued in respect of Site 2</p>

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Schedule 4 Schedule of Works

	<ul style="list-style-type: none"><li>• Children's play equipment</li><li>• Outdoor basketball court flooring and equipment</li><li>• Mature tree planting</li><li>• Bench seats</li><li>• Bins</li><li>• Wayfinding signage</li><li>• External services to park including stormwater drainage, water supply and irrigation system and lighting</li></ul>	
		Specific exclusions are documented within the quantity surveyors report as exhibited to the parties.

Schedule 5 Construction Terms

## Schedule 5 Construction Terms

### 1 Interpretation

For the purposes of this Schedule 5, the definitions and Interpretation principles in clauses 1 and 2 of this agreement will apply and, unless context indicates a contrary intention:

**Applicant** means the Developer.

**Builder** means any entity contracted under the Construction Contract to carry out the Works.

**Construction Contract** means the contract to carry out the Works (whether or not that is a contract for the Works only or forms part of a contract for the building of other components of the Development).

**Defects Liability Period** means in respect of each item of building works which together comprise the Works the period of 12 months from the date on which the Certificate of Practical Completion is issued for the Works.

**Detailed Design** means the final specifications and finishes for the Works prepared in accordance with clause 5.2 of this Schedule 5 and will include the design of the Works, the location for the Works, installation specifications and estimated costs of construction and/or installation.

**Services** means all water, gas, electricity, television, drainage, sewerage, cable TV, data communications, telecommunications and other services which are required under a development consent within the meaning of the Act or an Approval and which are necessary or desirable for the construction or operation of the Development.

**Superintendent** means the Superintendent appointed under any Construction Contract.

**Works** means the Developer will construct in and as described in Schedule 4, as summarised below:

- (a) Footpath design and construction on Site 1;
- (b) Footpath design and construction on Site 2;
- (c) Open space design and construction on Site 3;
- (d) Through-site link design and construction on Site 1;
- (e) Through-site link design and construction on Site 2;
- (f) Construction and fit-out of a four storey community and cultural hub known as Building L on Site 2.

### 2 Requirements of Authorities and Approvals

2.1 These Construction Terms must be read and construed subject to:

- (a) any requirements or conditions of any Development Consent;
- (b) the requirements of and conditions imposed by all relevant Authorities and all Laws relating to the Development and the construction of the Development.

2.2 If the Applicant require any Approvals in order to carry out the obligations under this agreement, then the Applicant will acquire all Approvals necessary to carry out the Works at their own cost.

Schedule 5 Construction Terms

2.3 The Applicant must ensure that the Works carried out under this agreement are carried out:

- (a) in accordance with the relevant Development Consent for the Works and all Approvals and the requirements of all Laws, including without limitation, work health and safety legislation; and
- (b) in a good and workmanlike manner and so that they are diligently progressed until completion;

AND it is acknowledged that to the extent that there is any inconsistency between this agreement and any Approval the terms of the Approval shall take precedence.

**3 Costs of Works**

All costs of the Works must be borne by the Applicant.

**4 Project Management and Contractor Engagement**

4.1 The Applicant will be responsible for managing the Works.

4.2 The Applicant will ensure that any contractor it engages to carry out the Works agrees to:

- (a) carry out the Applicant's obligations in these Construction Terms as part of any Construction Contract; and
- (b) request a Council representative to be present at each on-site meeting attended by the Superintendent and to ensure the Council representative is present at the meeting.

**5 Design Development and Approvals**

**5.1 Concept Design**

Council and the Applicant will work in consultation with each other to prepare and agree the concept plans for the Works.

**5.2 Detailed Design**

- (a) Prior to Works commencing the Applicant must provide a copy of the draft Detailed Design to the Council for approval.
- (b) Within 15 Business Days of receiving the Detailed Design, Council will respond to the Applicant with any suggested amendments to the Detailed Design.
- (c) Council and the Applicant must work in consultation with each other to prepare and agree the Detailed Design and must both act reasonably and with due expedition in their consultations with each other.
- (d) If the Detailed Design is not completed and agreed within 15 Business Days of Council providing its suggested amendments in accordance with clause 5.2(b) of this Schedule 5 to avoid possible delays to the issue of a Certificate of Practical Completion, the Council will, in its sole discretion, be entitled to decide on any outstanding or undecided matter or item relating to areas that are to be accessible to the public, provided that any decision made by Council under this clause:
  - (i) is consistent with the obligation to carry out the Works under this agreement; and

Schedule 5 Construction Terms

- (ii) is consistent with the Development Consent; and
  - (iii) does not materially and adversely affect the Development; and
  - (iv) is not unreasonable.
- 5.3 Any acceptance by the Council of the Detailed Design under this clause 5 of Schedule 3 is not to be taken as approval of or to any Construction Certificate for the Works.
- 5.4 **Good faith**
- The parties must act promptly and in good faith to consult in relation to the Detailed Design.
- 6 Carrying out of Works**
- 6.1 **Communication**
- The Applicant must keep Council reasonably informed of progress of the Works and provide to Council such information about the Works as Council reasonably requests.
- 6.2 **Standard of Works**
- (a) Unless otherwise provided, the Applicant shall, and must cause the Builder to, use suitable new materials and proper and tradesmanlike workmanship when carrying out the Works.
  - (b) The qualitative standard of the design and finishes for the Works must be no less than those described in the following documents:
    - (i) Any relevant Australian Standard;
    - (ii) Any relevant design standards or guidelines and any other requirements or policies applied by the Council from time to time in assessing the adequacy of any works or improvements proposed for the public domain or to be accessible to the public in accordance with this agreement.
  - (c) The Applicant will obtain any relevant standards (including design standards), specifications, or guidelines and any other requirements or policies referred to in clause 6.2(b)(ii) of this Schedule 5 from Council if the Council fails to deliver them to the Applicant.
  - (d) The Applicant may but is not obliged to reinstate any Works where damage or destruction is as a result of:
    - (i) Any act or omission of the Council or its employees, consultants or agents relating to any part of the Works under this agreement; or
    - (ii) The use or occupation by the Council or its employees, consultants or agents, Council's representatives or other contractor of the Council of any part of the Works.
- 6.3 **Damage to people, property & utilities**
- (a) The Applicant is to ensure to the fullest extent reasonably practicable that, in performing its obligations under this agreement:
    - (i) all necessary measures are taken to protect people and property;
    - (ii) unnecessary interference with the passage of people and vehicles is avoided; and

Schedule 5 Construction Terms

- (iii) nuisances and unreasonable noise and disturbances are prevented.
- (b) Without limiting clause 6.3(a) of this Schedule 5, the Applicant is not to obstruct, interfere with, impair or damage any public road, public footpath, public cycleway or other public thoroughfare, or any pipe, conduit, drain, watercourse or other public utility or service on any land except as authorised in writing by the Council or any relevant Authority.

**7 Inspection**

- (a) On completion of the Detailed Design, the Council will provide a schedule of inspections to be undertaken by Council (**Inspection Schedule**) to occur at specified stages of the construction of the Works (**Inspection Stage**). If the Council does not provide the Inspection Schedule, the Applicant must request the Inspection Schedule from the Council prior to the Works commencing.
- (b) Five Business Days prior to reaching an Inspection Stage as set out in the Inspection Schedule, the Applicant must notify the Council of the proposed inspection date (**Inspection Date**).
- (c) On the Inspection Date, or other agreed date, the Applicant must ensure that any employees, contractors, agents or representatives of Council have access to and may enter the Land to inspect the Works.
- (d) In addition to carrying out inspections in accordance with the Inspection Schedule, the Council may enter the Land or any part of the Land on which the Works are located to inspect the progress of the Works, subject to:
  - (i) the terms of the Construction Contract (save for any clause of the Construction Contract which prevents the Council from accessing the Land);
  - (ii) giving reasonable notice to the Applicant;
  - (iii) complying with all reasonable directions of the Applicant; and
  - (iv) being accompanied by the Applicant or a nominee, or as otherwise agreed.
- (e) The Council may, acting reasonably, within 5 Business Days of carrying out an inspection (either under clause 7(c) or 7(d) of this Schedule 5), notify the Applicant of any defect or non-compliance in the Works and direct the Applicant to carry out work to rectify that defect or non-compliance within a reasonable period of time. Such work may include, but is not limited to:
  - (i) removal of defective or non-complying material;
  - (ii) demolishing defective or non-complying work;
  - (iii) reconstructing, replacing or correcting any defective or non-complying work; and
  - (iv) not delivering any defective or non-complying material to the site of the Works.
- (f) If the Applicant is issued a direction to carry out further work under clause 7(e) of this Schedule 5, the Applicant must, at its cost, rectify the defect or non-compliance specified in the Notice within the time period specified in the Notice, provided that it is reasonable having regard to the nature of the works.

Schedule 5 Construction Terms

- (g) If the Applicant fails to comply with a direction to carry out work given under 7(e) of this Schedule 5, the Council will be entitled to refuse to accept that the Works (or the relevant part of the Works) meet the Council's standards and specifications and may refuse to issue a Certificate of Practical Completion, until the required Works have been completed to the Council's satisfaction, acting reasonably.
- (h) For the avoidance of doubt, any acceptance by the Council that the Applicant has rectified a defect or non-compliance identified in a notice issued under 7(e) of this Schedule 5 does not constitute:
  - (i) acceptance by the Council that the Works comply with all Approvals and Laws; or
  - (ii) an Approval by the Council in respect of the Works; or
  - (iii) an agreement or acknowledgment by the Council that the Works or the relevant part of the Works are complete and may be delivered to the Council in accordance with this agreement.

**8 Completion**

**8.1 Practical Completion**

- (a) When the Applicant considers that the Works, or any part of the Works, are complete, the Applicant must send a Notice to the Council accompanied by complete works as executed plans, any relevant certificates or consents of any public utility authority and a request for written certification from the Council that the Works are complete.
- (b) Within 10 Business Days of receipt of the notice under clause 8.1(a) of this Schedule 5, the Council will carry out an inspection of the Works and will, acting reasonably, either:
  - (i) provide written certification to the Applicant that the Works have been completed; or
  - (ii) notify the Applicant of any additional information required or matters which must be addressed by the Applicant prior to the certification being issued.
- (c) If Council does not attend to the inspection referred to in clause 8.1(b) of this Schedule 5 within 10 Business Days, the Applicant may send a further Notice to the Council requesting an inspection.
- (d) If the Applicant is required to provide additional information or address any matters under clause 8.1(b)(ii) of this Schedule 5, the Applicant will provide that information to Council or address those matters within 10 Business Days of receiving the notice or within a reasonable period of time and make a further request under clause 8.1(a) of this Schedule 5 for written certification that the Works have been completed.
- (e) Practical completion will be achieved in relation to the Works or any part of the Works when a Certificate of Practical Completion has been issued for those Works

Schedule 5 Construction Terms

**8.2 Defects Liability Period**

- (a) During the Defects Liability Period, the Council (acting reasonably) may give to the Applicant a notice (**Rectification Notice**) in writing that identifies a defect in the Works and specifies:
  - (i) action required to be undertaken by the Applicant to rectify that defect (**Rectification Works**); and
  - (ii) the date on which the defect must be rectified (**Rectification Date**).
- (b) The Applicant must comply with the Rectification Notice by:
  - (i) procuring the performance of the Rectification Works by the Rectification Date, or such other date as agreed between the parties;
  - (ii) keeping the Council reasonably informed of the action to be taken to rectify the defect; and
  - (iii) carrying out the Rectification Works.
- (c) The Council must give the Applicant and its contractors any access required to carry out the Rectification Works.
- (d) When the Applicant considers that the Rectification Works are complete, either the Applicant must notify the Council and provide documentation, plans or invoices which establish that the Rectification Works were carried out.
- (e) The Council may inspect the Rectification Works within 15 Business Days of receiving a Notice from the Applicant under clause 8.2(d) of Schedule 5 and, acting reasonably:
  - (i) issue a further Rectification Notice if it is not reasonably satisfied that the Rectification Works are complete; or
  - (ii) notify the Applicant in writing that it is satisfied the Rectification Works are complete.
- (f) The Applicant must meet all costs of and incidental to rectification of defects under this clause 8.2.
- (g) If the Applicant fails to comply with a Rectification Notice, then the Council may do such things or take such action as is necessary to carry out the Rectification Works, including accessing and occupying any part of the Land without further notice to the Applicant, and may:
  - (i) call upon any Bond or Bank Guarantee provided to the Council under clause 8 of this agreement to meet its costs of carrying out Rectification Works; and
  - (ii) recover as a debt due to the Council by the Applicant in a court of competent jurisdiction, any difference between the amount of the security deposit and the costs incurred by the Council in carrying out Rectification Works.
- (h) The Applicant must request that Council inspect the Works 28 days prior to the end of the Defects Liability Period. The Council must inspect the Works at any time after receiving the request from the Applicant and before to the end of the Defects Liability Period.

Schedule 5 Construction Terms

- (i) If, prior to the end of the Defects Liability Period:
    - (i) the Applicant fails to request the inspection, or
    - (ii) the Council does not carry out the inspection,
- the Council may extend the Defects Liability Period so that the inspection may be carried out.

**9 Risk**

The Applicant undertakes the Works entirely at its own risk.

**10 Insurance**

- (a) Prior to the commencement of the construction of any of the Works, the Applicant must ensure the Builder effects and the Applicant must produce evidence to the Council of the following insurances issued by an insurer approved by the Council (acting reasonably) in a form approved by the Council (acting reasonably):
  - (i) construction works insurance for the value of the Works;
  - (ii) public risk insurance for at least \$20 million;
  - (iii) workers compensation insurance as required by Law.
- (b) The Applicant must provide evidence of currency of insurance required by clause 10(a) of this Schedule 5 upon request by the Council, acting reasonably, throughout the term of this agreement.

**11 Risk of contamination**

The Applicant acknowledges and agrees:

- (a) that it is responsible for the management and remediation of any contamination present upon or under the land on which the Works are to be carried out;
- (b) it will attend to any necessary remediation at its own costs; and
- (c) to the fullest extent permitted by Law indemnify and release the Council from any Claim which might arise from any contamination with respect to the land on which the Works are to be carried out.

**12 Plans**

The parties acknowledge and agree that further detail and refinement of plans and documents in connection with this agreement may be necessary having regard to the following matters:

- (a) matters affecting Works not capable of identification on or before the date of this agreement; or
- (b) by agreement between the parties.

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## Schedule 6 Easement Terms

- 1 The owner of the Easement Area grants to the Council and members of the public full and free right to go, pass and repass over the Easement Area at all times:
  - (a) with or without companion animals (as defined in the Companion Animals Act 1998) or other small pet animals; and
  - (b) on foot without vehicles (other than wheelchairs or other disabled access aids), unless vehicles are being used to access the building on the Land via clearly identified entry and exit points;for all lawful purposes.
- 2 The owner of the Easement Area must, to the satisfaction of Council, acting reasonably:
  - (a) keep the Easement Area (including any services in, on or under the Easement Area) in good repair and condition;
  - (b) maintain and repair the Easement Area and all improvements made to the Easement Area;
  - (c) keep the Easement Area clean and free from rubbish; and
  - (d) maintain sufficient public liability insurance covering the use of the Easement Area in accordance with the terms of this Easement.
- 3 The owner of Easement Area must ensure that any rules made by an Owner's Corporation relating to the Easement Area have been approved by the Council, acting reasonably.
- 4 If any member or members of the public loiter or congregate, for any purpose which the owner of the pedestrian Through-Site link, acting reasonably, considers to be a nuisance or a safety risk, the owner may either remove those members of the public, or arrange for their removal by an appropriate authority.
- 5 The owner of the Easement Area may erect safety signage and any other appropriate signage and may erect CCTV cameras in the Easement Area.
- 6 The owner of the Easement Area may engage security personnel to monitor and control the behaviour of the public including but not limited to prohibiting smoking, consumption of alcohol (except within licensed areas), passage of animals, bicycles and skateboards and the like in accordance with any rules made by an Owner's Corporation relating to the Easement Area.
- 7 The owner of the Easement Area may with the Council's prior written consent (except in the case of an emergency, in which case the Council's prior written consent is not required) temporarily close or temporarily restrict access through all or part of the Easement Area for the time and to the extent necessary but only on reasonable grounds for the purposes of:
  - (a) construction, construction access, repairs, maintenance, replacement and alteration to the Easement Area or any improvements in, on or under the Easement Area; or
  - (b) security, public safety or evacuation of the Easement Area and adjoining buildings.

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- 8      Subject to ensuring the provision of access in accordance with above clause 1 of these easement terms, the owner of the Easement Area may, provided any necessary planning approvals are obtained:
  - (a)     Carry out works in the Easement Area for the purposes of enhancing the Easement Area;
  - (b)     Install or erect works of art, street furniture, awnings, tables and chairs associated with ground floor commercial premises, notice boards or any other similar improvements at ground level within the Easement Area; and
  - (c)     Use the Easement Area,  
in a manner consistent with Parramatta City Council's Street Activity Policy, or any such policy of the Council that replaces that policy.
- 9      The Council is solely empowered to release this Easement.
- 10     This Easement may only be varied by written agreement between the Council and the owner of the Easement Area.

## Schedule 7 Pedestrian Bridge Easement Terms

### Easement Terms

- 1 The owner of the Pedestrian Bridge Easement Area (**Easement Area**) grants to the Pedestrian Bridge Authority the right to:
  - (a) construct, erect, install and keep within the Easement Area a pedestrian bridge landing, including necessary support infrastructure (**Pedestrian Bridge**);
  - (b) use the Pedestrian Bridge itself or by its servants, agents, workmen, invitees or other persons authorised by the Pedestrian Bridge Authority for the purpose for which it was constructed (which includes the right to pass and repass over the Pedestrian Bridge on foot);
  - (c) inspect, take up, alter, maintain, repair, replace or remove the whole or any part of the Pedestrian Bridge;
  - (d) enter, access and stay on the Easement Area from time to time and at all times with or without vehicles, plant and equipment (including scaffolding) for the above purposes,

provided that, in the exercise of the rights granted by this Pedestrian Bridge Easement, the Pedestrian Bridge Authority:

  - (e) assumes all risks and liabilities for activities conducted on and accidents occurring on the Easement Area in relation to the construction and installation works, including all resultant damages and losses suffered or incurred by the owner of the Easement Area and all claims made against the owner of the Easement Area.
  - (f) Obtains and maintains all prudent and usual insurances for all activities conducted on the Easement Area, and provides a copy of such to the owner when requested;
  - (g) releases the owner of the Easement Area, to the full extent allowed at law from any claim, loss or liability arising out of the Council's exercise of its rights or the performance or non-performance of its obligations under the Pedestrian Bridge Easement, except to the extent caused by the act or omission of the owner or its invitees.
- 2 The Pedestrian Bridge Authority is empowered to release this Pedestrian Bridge Easement.
- 3 This Pedestrian Bridge Easement may only be varied by written agreement between the Pedestrian Bridge Authority and the owner of the Pedestrian Bridge Easement Area from time to time.
- 4 The **Pedestrian Bridge Authority** means:
  - (a) the Council; and/or
  - (b) Transport for New South Wales, or any other *prescribed authority* nominated by council (as that term is defined in section 88A of the *Conveyancing Act 1919* (NSW)).
- 5 The Pedestrian Bridge Authority may transfer this Easement to any other prescribed authority, subject to the Owner's consent which must not be unreasonably withheld.

Schedule 8              Infrastructure Services Delivery Plan

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# Infrastructure Services Delivery Plan

**57 – 83 Church Street  
Parramatta**

**July 2025**

Works listed in Schedule 1 of the Planning Agreement between  
the City of Parramatta and Early Street Development Pty Ltd

189944831 - 245566 (LXF)

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## Purpose

The Infrastructure Services Delivery Plan (ISDP) is a document which details the items of work to be delivered by way of a Planning Agreement between Early Street Development Pty Ltd (the Developer) and the City of Parramatta (the Council). Landowner (JQZ Seventeen Pty Ltd) will also be party to the agreement.

The physical and social renewal of the area will be supported by the appropriate provisions of infrastructure necessary to support the existing and new community. The works set out in the ISDP have been designed consistent with previously negotiated Planning Agreement & the new items with this new Planning Agreement.

This ISDP has been prepared to assist in the preparation, negotiation, and implementation of the Planning Agreement. This ISDP includes:

- A more detailed description of the scope of works showing the general location and configuration of works on the site;
- A budget estimate (ex. GST) for the delivery of the item based on the scope of works and/or concept plans referenced; and
- A rationale for the staging of delivery of each item of works based on Development Area/Stage or lot threshold of works. An indication staging plan in Part E identifies the development stages/areas for the works.

In reading this document, the following should be noted:

- The Description of the Works outlines the scope of works proposed to be delivered.
- These cost estimates include allowances for contingency, professions fees, approvals, maintenance and defects liability period.
- All soft and hard landscaping works will be maintained by the Developer for a period no longer than 12 months from the completion of works.
- Maintenance means works to bring an item to a state of reasonable condition and in accordance with relevant standards applicable at the time of construction of the item, including repairing any defects due to use of poor materials or due to poor workmanship, but does not include repairing normal wear and tear, removing graffiti or repairing any item damaged as a consequence of vandalism.
- The estimated budgets are outlined to give an understanding and context to the scope of works proposed. There is nothing to stop the same works being delivered at a reduced cost if efficiencies can be negotiated at tender or through the detailed design stage. Any cost savings achieved by the Developer do not need to be passed on to Council. Conversely any additional costs incurred shall be borne by the Developer.
- For the ISDP items, a scope of works has been defined as a performance specification (i.e.

Roads, drainage, utilities etc.).

The following schedules provided in Part A, Part B and Part C of the ISDP detail the scope, budget and staging of all items of works consistent with the submitted Public Benefit Offer. This document and its schedules will form an Annexure to the Planning Agreement. The terms in this document are subject to the more specific terms agreed between the parties under other parts of the Planning Agreement and if there is any inconsistency, the terms of the Planning Agreement (other than this document) prevail. For the avoidance of doubt, this ISDP does not alter or impose any obligations on the Landowner or Developer in addition to those imposed by the Planning Agreement, or affect the interpretation of the Planning Agreement unless a provision of this ISDP is specifically referred to by the Planning Agreement.

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## Proposed development

Development Application (DA/738/2016) was approved in August 2017 for:

- Demolition of existing buildings, tree removal and consolidation of lots;
- Construction of an 11-storey non-residential building for 275 hotel rooms and associated activities, two residential towers comprising a total of 538 apartments over two levels of retail/commercial podium at the rear of the site and associated landscaping and plaza works on Site 1; and
- Construction of a 10-storey non-residential building front Church Street, and a mixed use tower containing 9 levels of non-residential floor space and 22 storeys comprising 235 apartments at the rear of the site, with associated landscaping and plaza works on Site 2.

The purpose of this Planning Proposal is to:

- i. Increase the Floor Space Ratio control from 7.2:1 to 8.4:1 for land at 83 Church Street, Parramatta (Site 1).
- ii. Increase the Height of Buildings control from 90m to 118m (40 storeys) for land at 63 Church Street, Parramatta (Site 2).
- iii. For Site 1 and 2, switch off the provisions within Clause 7.14 Competitive design process of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (5) Site specific provisions to exempt any future application comprising of alterations and additions from the competitive design process to ensure compliance with the approved winning design excellence competition scheme.
- iv. For Site 1, switch off Clause 7.24 Dual water systems of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (6) to reflect the approval for this site which was granted before dual water systems were mandated.
- v. For Site 1 and 2, amend Clause 7.29 Site specific provisions to revise the non-residential gross floor area requirement from 40% to 25% of total Gross Floor Area.
- vi. To include a clause under Schedule 1 Additional permitted uses to allow residential basement carparking in the E2 Commercial Centre zone on Sites 1 and 2 and development for creative industries on Site 2.

The following table details the expected changes to dwelling yield, residential GFA and non-residential GFA following the finalisation of the Planning Proposal.

	Existing as per Parramatta LEP 2023 (Approved DA/738/2016)		Amendments sought under this Planning Proposal	
Dwelling Yield	479	235	539 (+60 dwellings)	383 (+148 dwellings)
Residential GFA	40,249sqm	18,392sqm	46,259sqm (+6,010sqm)	32,132sqm (+13,740sqm)
Non Residential	22,613sqm	16,503sqm	22,613sqm	Minimum

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GFA			(no change)	3,455sqm (13,048sqm)
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**NOTE:**

To facilitate the changes under the Planning Proposal, it is expected that a number of Development Applications, including amended Concept Development Application New Development Applications, section 4.55 modifications, and any variations thereof will be submitted for consideration to the City of Parramatta Council.

**Timing**

As the site is subject to the has the benefit of a development consent and a number of items within the Planning Agreement have been retained from the previous Planning Agreement. The development is anticipated to be delivered over 5 years; the timing will be dependent on development consents & market conditions. A high-level staging plan is provided in Part E of this ISDP.

**Planning Agreement Summary Table**

No	Item	Public Purpose	Scope	Contribution Value	Timing
1	Council Building 'L'	Community hall, retail & commercial office space with basement car parking	Design and construction of a four storey Community and Cultural Hub; Stratum dedication to Parramatta City Council	\$16,769,200	Prior to the issue of any Occupation Certificate for a residential apartment on Site 2.  Dedication timing detailed in the Planning Agreement.
2	New Park works (Open Space) 'Q'	Open space/ Passive recreation / Community use	Design and construction of 1,953sqm; Land dedication to Parramatta City Council	\$1,650,910	No later than 12 months after the date on which the first Occupation Certificate is issued in respect of Site 2.  Dedication timing detailed in the Planning Agreement.
3	Northern land Footpath "H"	Public access	Design and construction of 1,041sqm; Land dedication to Parramatta City Council	\$901,149	Prior to the issue of any Occupation Certificate for a residential apartment on Site 1.  Dedication timing detailed in the Planning Agreement.
4	Northern Through – site link "X"	Public access / Passive recreation	Design and construction of 1,600sqm; Easement in favour of Parramatta City Council for public access	\$2,498,339	Prior to the issue of any Occupation Certificate for a residential apartment for on Site 1.

					Easement registration timing detailed in the Planning Agreement.
5	Pedestrian Bridge Easement	Public access	Easement in favour of Parramatta City Council and/or a prescribed authority nominated by the Council		Prior to the issue of any Occupation Certificate for a residential apartment for on Site 1, if so required by Council.
6	Central land Footpath Site 2 Footpath "P"	Public access	Design and construction of 990sqm; Land dedication to Parramatta City Council	\$754,840	Prior to the issue of any Occupation Certificate for a residential apartment on Site 2.  Dedication timing detailed in the Planning Agreement.
7	Central land Thoroughfare Site Through-Site Link "Y"	Public access / Passive recreation	Design and construction of 1,350sqm; Easement in favour of Parramatta City Council for public access	\$1,735,716	Prior to the issue of any Occupation Certificate for a residential apartment for on Site 2.  Easement registration timing detailed in the Planning Agreement.

## Part A: Development Contribution – Carrying Out of Works

The following lists the items of works and a discussion on the scope, budget and staging in order as they appear in Schedule 3 of the Planning Agreement

### 1. Footpath Works and Plaza Works

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<b>Public purpose</b>	Roads / Public access / Public Recreation
<b>Development Area/Staging Rationale</b>	Refer to Planning Agreement Summary Table.
<b>Description of Works</b>	<p>Construction of Footpath no less than 1.5m in width along Church Street on Site 1 (Northern Land Parcel Footpath) and Site 2 (Central Land Parcel Footpath).</p> <p>Construction of a Northern Thoroughfare on Site 1 no less than 15m in width.</p> <p>Construction of a Central Thoroughfare on Site 2 no less than 15m in width.</p> <p>The qualitative standard of the design and finishes is to be no less than those described in:</p> <ul style="list-style-type: none"> <li>• The relevant Australian standards;</li> <li>• Any relevant public domain (open space) guidelines, requirements or policies applied by Parramatta City Council from time to time in assessing the adequacy of any improvements proposed for the public domain; and</li> </ul> <p>The design and finishes are to be generally consistent with the indicative impacts contained in the VPA (as per the original VPA).</p>
<b>Core Elements</b>	<p>Works to be delivered include:</p> <ul style="list-style-type: none"> <li>• Stormwater drainage including pits, excavation, backfilling and bedding</li> <li>• Footpaths</li> <li>• Paving</li> <li>• Soft and Hard Landscaping</li> <li>• Services including Smart Poles (where required)</li> <li>• Turf to verge</li> <li>• Handrails, tactiles, and stairs</li> <li>• Benches/ Seating</li> <li>• Traffic signs</li> <li>• Signage, linemarking and wayfinding</li> <li>• Public Art</li> </ul>

	<ul style="list-style-type: none"> <li>• Bins</li> <li>• External Lighting</li> </ul> <p>All works should be design in accordance with site specific DCP and Public Domain Manual.</p>
Estimates Works Value:	The estimated cost for the works listed above is \$5,890,044

## 2. Park Works

Public Purpose:	Public Open Space / Passive recreation / Community use
Development Area/Staging Rationale:	An area of no less than 1,790 sqm on Site 3. Works to be delivered no later than 12 months after the date on which the first Occupation Certificate is issued for a residential apartment on Site 2.
Description of Works:	<p>The Park Works will provide amenity and recreation opportunities for the existing culture and local community.</p> <p>The qualitative standard of the design and finishes is to be no less than those described in:</p> <ul style="list-style-type: none"> <li>- The relevant Australian standards;</li> <li>- Any relevant public domain (open space) guidelines, requirements or policies applied by Parramatta City Council from time to time in assessing the adequacy of any improvements proposed for the public domain; and</li> <li>- The design and finishes are to be generally consistent with the indicative impacts contained in the VPA (as per the original VPA).</li> </ul>
Core Elements:	<p>Works to be delivered include:</p> <ul style="list-style-type: none"> <li>• Soft and hard landscaping</li> <li>• Lighting</li> <li>• Pathways</li> <li>• Paving</li> <li>• Children's play equipment</li> <li>• Outdoor basketball court flooring and equipment</li> <li>• Mature tree planting</li> <li>• Bench seats</li> <li>• Bins</li> <li>• Wayfinding signage</li> </ul>

	<ul style="list-style-type: none"> <li>External services to park including stormwater drainage, water supply and irrigation system and lighting</li> </ul>
Estimated Works Value:	\$1,650,910
Area:	Approx. 1,790sqm

## Part B: Development Contributions – Monetary Contributions Allocation

### 3. Community and Cultural Hub Building

Public purpose:	Community and Cultural Hub
Development Area/Staging Rationale	The Community and Cultural Hub works are to be delivered prior to the issue of any Occupation Certificate for a residential apartment on Site 2.
Description of Works:	<p>Works: Provision of a new four (4) storey Community and Cultural Hub Building (Building L) with a combined area of 3,218sqm and basement car parking as follows:</p> <ul style="list-style-type: none"> <li>One ground floor community hall with an area of approximately 555sqm – warm shell fitout;</li> <li>Two ground level retail tenancies with an area of approximately 131sqm – cold shell fitout;</li> <li>Levels 1 – 3 commercial office space with cold shell fit out with total area of approximately 2,532sqm of commercial premises - with cold shell fitout; and</li> <li>34 car parking spaces within Level 1 of the basement.</li> </ul> <p>Appropriate stratum creation with rights of way and easements as necessary on Site 2 to enable the dedication of Building L and the associated car parking spaces to Parramatta City Council.</p>
Core Elements:	<p>Works to be delivered include:</p> <ul style="list-style-type: none"> <li>Within the basement: <ul style="list-style-type: none"> <li>Drained Basement</li> <li>Soldier pile system with shotcrete infill panels and anchors where required</li> <li>General services including fire sprinklers, power and lighting, and mechanical ventilation</li> </ul> </li> </ul>

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	<ul style="list-style-type: none"> <li>• Within Building L:           <ul style="list-style-type: none"> <li>○ Shell and core only with core amenities fully fitted</li> <li>○ Face brick and glazed façade as per provided Plans and Elevations</li> <li>○ Main and typical lobbies fully finished</li> <li>○ Base Building services including all fire and life safety systems, lifts, central main plant and equipment, chillers, cooling towers, boilers, power and hydraulic infrastructure to typical floors perimeters and all risers</li> <li>○ All statutory signage</li> <li>○ Building Maintenance unit</li> </ul> </li> <li>• In addition to the above, the following additional 'warm shell' fitout will be provided for the ground level community hall and will include, but not limited to:           <ul style="list-style-type: none"> <li>○ Sprung timber floor;</li> <li>○ Grid ceilings;</li> <li>○ Power, internet and lighting;</li> <li>○ Air conditioning duct and ceiling registers and grilles;</li> <li>○ Fire alarms fit-off;</li> <li>○ Statutory and way finding signage; and</li> <li>○ Base building toilets.</li> </ul> </li> </ul> <p>Specific exclusions are documented within the Quantity Surveyors Report which accompanies this ISDP.</p>
Estimated Works Value:	\$16,769,200

## Part C: Land Dedication and Acquisitions Provisions

A significant amount of Public Land exists within the project site. Much of that land will remain as public land during and after the redevelopment process, while additional public land will also be created. There are three types of land proposed to be dedicated to City of Parramatta after the completion of the works identified in this plan. These are:

- Community Land for use as Parks and Open Space (in accordance with the provisions of the Local Government Act 1993); and
- Operational Land to be used for the Community Hub Building (in accordance with the provisions of the Local Government Act 1993).

### 1. Associated Costs

It is important to recognise that the cost estimates do not include any costs associated with the acquisition or dedication of land to Council for the purposes of roads and public open space.

## 2. Dedication Timing

Following the completion of construction and embellishment works in accordance with this ISDP, the Community and Cultural Hub and open space area shall be dedicated to Council as part of the relevant subdivision certificate process for that stage of development. This notably excludes the Northern Thoroughfare on Site 1 and the Central Thoroughfare on Site 2. The specific timing of the dedications are detailed in the Planning Agreement.

## 3. Parks and Open Space

The proposed master plan provides approximately 1,790m<sup>2</sup> of new open space which includes a new park on Site 3. The open space will be dedicated to Council as public reserves in accordance with the timing reflected in this ISDP or at a mutually agreeable time.

## 4. Land Remediation

During the redevelopment process, localised existing areas of contaminated ground may become disturbed. As part of the redevelopment works, contaminated lands will require validation before handover / dedication in line with the relevant provision of the planning agreement.

**Schedule 9                      Summary of requirements (section 7.4)**

<b>Subject and subsection of the Act</b>	<b>Planning Agreement</b>
<b>Planning instrument and/or Development Application – Section 7.4(1)</b>  The Landowner has:  (a)      Sought a change to an environmental planning instrument  (b)      Made, or propose to make a Development Application  (c)      Entered into an agreement with, or are otherwise associated with, a person to whom paragraph (a) or (b) applies	Yes  Yes  No
<b>Description of the land to which the planning Agreement applies – Section 7.4(3)(a)</b>	Lot 100 DP 1249271- 83 Church Street, Parramatta  Lot 102 DP 1249271 – 63 Church Street, Parramatta  Lot 15 DP 651039, Lot 16 DP 12623 and Lot 114 DP 129484 – 57 Church Street, Parramatta
<b>Description of the application – Section 7.4(3)(b)</b>	The Proposed Development as described in Clause 1.
<b>The scope, timing and manner of delivery of contribution required by the Planning Agreement – Section 7.4(3)(c)</b>	Clause 7
<b>Applicability of section 7.11 of the Act – Section 7.4(3)(d)</b>	Excluded for the Proposed Development in accordance with clause 9(e)
<b>Applicability of section 7.12 of the Act – Section 7.4(3)(d)</b>	Applies
<b>Applicability of section 7.24 of the Act – Section 7.4(3)(d)</b>	Applies
<b>Mechanism for dispute resolution – Section 7.4(3)(f)</b>	Clause 13
<b>Enforcement of the Planning Agreement – Section 7.4(3)(g)</b>	Clause 14
<b>Registration of the Planning Agreement – Section 7.6</b>	Clause 10
<b>No obligation to grant consent or exercise functions – Section 7.4(9)</b>	Clause 16

Execution Pages

Executed as an agreement

**Executed by Council**

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 Landowner / Applicant**

**Executed by JQZ Seventeen Pty Ltd  
ACN 657 888 214**

in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

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Signature of Sole Director / Company Secretary

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**JIANQIU ZHANG**

Name of Sole Director / Company Secretary

*Execution blocks continue on next 1 page(s)*

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Execution Pages

**Executed by Developer**

**Executed by Early Street Development  
Pty Limited ACN 666 307 508**

in accordance with section 127(1) of the  
*Corporations Act 2001* (Cth):

---

Signature of Sole Director / Company Secretary

**JIANQIU ZHANG**

---

Name of Sole Director / Company Secretary

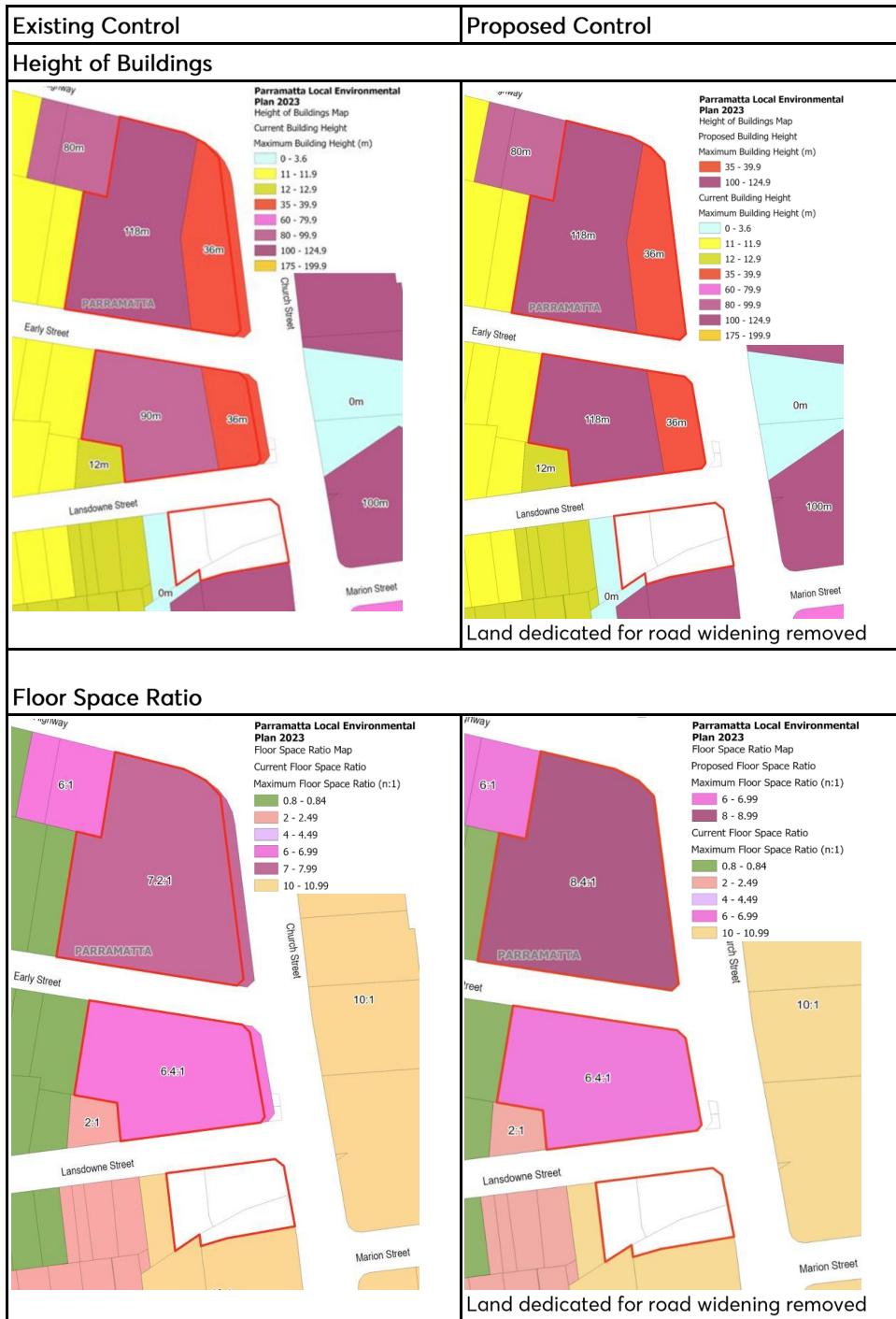
**Executed by Mortgagee**

By executing this agreement, the mortgagee **consents** to the registration of this dealing,  
including all schedules and annexures.

[#mortgagee to insert their execution block#]

Legal/90594970\_18

## Parramatta LEP 2023 Maps





# Community Engagement Report

57-83 Church Street, Parramatta

July 2025

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cityofparramatta.nsw.gov.au

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## Document control:

No	Author	Version
1.	City of Parramatta Council	July 2025 – Report to Planning, Transport and Environment Committee

# 1. Introduction

## 1.1. Background

This Community Engagement Report forms an attachment to the Planning, Transport and Environment (PTE) Committee report, which reports on the feedback from the exhibition of the Planning Proposal (PP), draft Planning Agreement and draft Site-Specific Development Control Plan (DCP) for **57-83 Church Street, Parramatta** herein referred to as 'the site'.

## 1.2. Purpose of this Report

The purpose of this report attachment is to summarise and respond to the submissions received during the exhibition of the Planning Proposal for the site. This report attachment should be read in conjunction with the relevant report to the PTE Committee.

## 2. Community Engagement

### 2.1. Who is the community?

The term 'community' includes (but is not limited to) residents, landowners, businesses, workers, visitors, interest groups, non-government organisations, and the development industry, and other industry sectors and stakeholders, including peak industry groups, strata committees and State government authorities.

### 2.2. Engagement principles

Council's **Community Engagement Strategy** includes eight key principles to guide engagement: building relationships, right to be involved, clarity of purpose, accessible and inclusive, timely and coordinated, tailored, transparent, and learning from practice. These key principles have been based on the Community Participation principles outlined in the *Environmental Planning and Assessment Act 1979*. These principles were used to inform the processes and engagement mechanisms undertaken during the exhibition period.

### 2.3. Engagement timeframe

Public exhibition of the Planning Proposal, draft Planning Agreement and draft Development Control Plan formally commenced on Monday 14 April 2025 and concluded on Wednesday 28 May 2025.

The proposal was exhibited for 30 business days in accordance with the Gateway Determination.

### 2.4. Engagement mechanism

At the commencement of the exhibition period, 2,734 letters were sent to nearby landowners and occupiers to notify them of the Public Exhibition of the proposal.

The exhibition period was supported by several engagement mechanisms to promote public participation and provide the opportunity for feedback on the proposal for the site. The engagement tools implemented are listed below with a short description of each:

#### 2.4.1. Notification Emails

The following public authorities and businesses were contacted via email and/or the Planning Portal:

- Transport for NSW
- NSW SES
- Endeavour Energy
- Department of Climate Change, Energy, the Environment and Water

#### 2.4.2. Notification Letters

At the commencement of the exhibition period, 2,734 letters were sent to nearby landowners and occupiers to notify them of the Public Exhibition of the proposal.

#### 2.4.3. Signage

Corflute signs were placed at the development site with information about the proposal and information about how submissions can be made.

#### **2.4.4. Webpages**

##### **Participate Parramatta website:**

The Planning Proposal and supporting exhibition material were placed on the Participate Parramatta website for the duration of the exhibition period. This website raised awareness of the Planning Proposal public exhibition, informed the public regarding the purpose of the proposal, outlined where to view the exhibition material, and outlined how to provide feedback.

The Planning Proposal project page on Participate Parramatta garnered repeated interest from the community. It was viewed 2,218 times during the consultation period by 1,183 unique visitors.

The public exhibition documents were listed on the website. These documents were downloaded 1,189 times by 677 users over the course of the exhibition.

Frequently Asked Questions (FAQs) were provided on Council's Participate Parramatta webpage, providing answers to commonly asked questions relating to the 'who, what, where' of the Planning Proposal. Providing FAQs was important due to the size and complexity of the Planning Proposal.

A link to Participate Parramatta is provided here:

[City of Parramatta Council | Planning Proposal for 57-83 Church Street, Parramatta](#)

##### **Social Media**

The proposal was promoted on Council's respective Facebook and Instagram social media platforms.

City of Parramatta's Facebook page received a reach of 2,300 people out of a following of 46,000. There was a total of 30 engagements with the post (reacts, comments, shares) and 240 clicks. The post received an overall engagement rate of 11.7%.

City of Parramatta's Instagram page received a reach of 1,900. There was a total of 140 engagements with the post. The post received an overall engagement rate of 5.4%.

#### **2.4.5. Digital Newsletters**

Stakeholders who are signed up to the following City of Parramatta's digital newsletters were notified via email:

- Participate Parramatta Newsletter – 14 May
  - The newsletter had a reach of 19,228, a 32% open rate and 36 engagements with the post.
- City News – 7 May
  - The newsletter had a reach of 32,502, a 39% open rate and 132 engagements with the post.
- Business News – 30 April
  - The newsletter had a reach of 26,460, a 33% open rate and 30 engagements with the post.

#### **2.4.6. Hard Copy Documentation**

Hard copies of the Planning Proposal and supporting information were made available at Council's Customer Contact Centre at PHIVE – 5 Parramatta Square, Parramatta.

#### **2.4.7. NSW Planning Portal**

The NSW Government Planning Portal provides public access to a range of planning services and information including site specific Planning Proposals. Information on the Planning Proposal was provided on the Planning Portal during the public exhibition period and can be accessed via the following link:

[57-83 Church Street, Parramatta Planning Proposal | Planning Portal - Department of Planning and](#)

[\*\*Environment\*\*](#)

**2.4.8. ‘Phone a Planner’ sessions**

Phone a Planner sessions were facilitated through an online booking system, offering community members the opportunity to book 30-minute in and out-of-office hours appointments to speak with a Council Planner.

No bookings were made for the phone-a-planner session.

## 3. Feedback from Exhibition Period

### 3.1. Overview of Formal Feedback Received

Formal feedback on the exhibition of the Planning Proposal for the site is consistent with the community participation requirements established by the EP&A Act 1979 resulted in a total of **26 submissions**. This total does not include multiple submissions made by the same person which are counted as one submission.

The submissions are categorised into the following:

- **Residents, Individuals and Landowners:** 21 Submissions
- **Businesses:** 2 Submissions
- **Government Agencies:** 3 Submissions

The feedback received from the community during the formal exhibition period is discussed in the sections below. For a detailed summary of each individual submission, refer to [Appendix A](#) this report.

The submissions can be classified as follows:

Submissions – Did Not Support	6 (23%)
Submissions – Neither support nor not support or only comments provided	6 (23%)
Submissions – Support	14 (54%)
<b>TOTAL</b>	<b>26</b>

## 4. Submissions from Residents, Landowners and Individuals

### 4.1. High Level Summary of Submissions

The total number of submissions received from the residents, landowners and individuals was 21. This total does not include multiple submissions made by the same person which are counted as one submission.

The below table enumerates these submissions and categorises their general view on the Planning Proposal. This table demonstrates the nature of the community's response.

Submissions – Did Not Support	6 (28%)
Submissions – Neither support nor not support	2 (10%)
Submissions – Support	13 (62%)
<b>TOTAL</b>	<b>21 (100%)</b>

### 4.2. General Information

The following information provides general submitter information.

- a. All submissions are considered regardless of location.
- b. Of the submitters, 10 (40%) reside in Parramatta. Singular submissions (4% each) from individuals in surrounding suburbs within the Parramatta LGA such as Harris Park, Westmead, North Parramatta, Northmead, Rosehill and Epping made up the rest of the submissions. Outside the LGA, one submitter was from Castle Hill.

#### **4.3. Submissions not Supporting – Summary and Analysis**

Council officers have considered the 6 submissions that did not support the Planning Proposal and identified several themes across them, as enumerated in the below table.

The main issues raised by submitters relevant to each theme are summarised, and then a response by council officers to each theme is provided.

A detailed summary of each submission is provided at [Appendix A](#).

No.	Themes	Submissions raising issues under this theme not in support	
		Number	Percentage (rounded)
1	Excessive Density and Residential Oversupply	5	83%
2	Traffic and Parking	3	50%
3	Loss of Character and Visual Appeal	3	50%
4	Planning Process	2	33%

##### Theme 1: Excessive Density and Residential Oversupply

###### **Issues Raised:**

- The proposed built form is too large and will not be visually aesthetic.
- Parramatta has an oversupply of residential apartments.
- The proposal will result in excessive density and impact negatively on the environmental amenity of the surrounding area.
- The Proposal should not reduce commercial floor space on the site.

###### **Council Officer Response:**

- The proposed built form has been subject to extensive urban design testing and Council officers are satisfied that an appropriate variation of building heights is proposed across the site. Furthermore, the winning design excellence competition architects (AJC and Turner Studios) have been retained on the project to ensure consistency in architectural design of the buildings.
- The site is zoned MU1 Mixed Use which permits residential development.
- The proposed increase of FSR to 8.4:1 will allow for an additional 10 storeys to be constructed on top of the approved Building E. The proposed height of building increase from 90m to 118m on Site 2 will allow for a maximum of 40-storeys to be constructed.
- The proposed amendments to the planning controls will not adversely affect the surrounding urban amenity. Proposed amendments to the site-specific DCP seek to ensure that Building K will be stepped in and modulated on a smaller floor plate above 32-storeys to provide a more slender, varied tower form. This is consistent with the principles from the winning design excellence competition applicable to the site.
- Any future DA or modification on the site will be required to demonstrate consistency with Clause 7.13 'Design Excellence' of the Parramatta LEP 2023 and maintain the principles of the winning

design competition principles.

- The reconfiguration of heights across the site has minimal impacts on the shadows cast over public open spaces and adjacent properties. The proposal reduces the amount of shadowing over the proposed park at 57 Church Street (Site 3) as much as practicably possible.
- The proposed reduction in commercial floor space to be 25% of the GFA across Sites 1 and 2 has been extensively assessed by Council officers and is appropriate for the site.

The site is located on the periphery of the Parramatta City Centre and is not a prime location for a high quantum of commercial floor space. The planning proposal is supported by economic analysis which indicates that the original quantum of commercial floor space approved on the site is unlikely to be utilised in the medium to long term. Additionally, the original approval was predicated upon 5,694sqm of floor area being provided for a basement supermarket. This can no longer be delivered due to the flooding constraints on the site.

The proposed Additional Permitted Use for 'creative industries' responds to the potential relocation of the Parramatta Artists Studio to the site. There is potential for the site to be a creative anchor for arts and cultural uses. The fringe location of the site presents an opportunity to deliver alternative land uses that will complement commercial office space, generating employment opportunities and boost Parramatta's cultural economy.

As such, significantly changed market conditions, site constraints and the opportunity to establish a creative centre on the site have justified the reduction in commercial floor space across the development.

## Theme 2: Traffic and Parking

### Issues Raised:

- The proposal will increase traffic congestion in the area.

### Council Officer Response:

- The proposal is not modelled to generate a significant amount of additional traffic on the road network. The site's proximity to the Parramatta City Centre and heavy rail stations will contribute towards increased rates of active and public transport use.
- Only an additional 39 vehicle trips is anticipated during peak hour across the site, it is noted that an additional vehicle to the site every 1.5 minutes during peak hour is considered to be a low increase and is expected to be readily accommodated within the local road network.
- Transport for New South Wales have reviewed the proposal and have confirmed that the proposal is not likely to have a significant impact on road network.

## Theme 3: Loss of Character and Visual Appeal

### Issues Raised:

- The design of the building is considered unappealing and an 'eyesore'.

- The building will negatively impact on surrounding environmental amenity.
- The original approval was more visually appealing and would have been an iconic design for the southern part of the CBD.
- The proposed development will overshadow surrounding low-rise sites.
- Lack of privacy for adjoining properties.

**Council Officer Response:**

- The development retains the same architects and designers (AJC Architects and Turner) from the previously approved design excellence competition. This ensures that the principles from the original winning design competition are maintained.
- A proposed site-specific DCP control seeks to ensure that Building L is stepped in above 32 storeys to ensure that the tower form is slender and provides visual interest to the skyline.
- Controls relating to tower design, setbacks, overshadowing and privacy have all been thoroughly assessed for compliance through the DA process and any future modifications will still require compliance with these controls.
- The proposal will not cause adverse overshadowing impacts to adjoining properties and open spaces when compared to the existing approval on site. In fact, there will be improved solar access outcomes for the future public park on Site 3.

**Theme 4: Planning Process**

**Issues Raised:**

- A submission raised concerns that the planning proposal does not have strategic merit and is not suitable for the site.
- Council has a duty of care to provide an environment that is beneficial to its residents.

**Council Officer Response:**

- The subject planning proposal has been lodged in accordance with legislative requirements and has been identified as having strategic merit through the issue of the Gateway Determination by the NSW Department of Planning, Housing and Infrastructure.
- The Planning Proposal has demonstrated strategic merit and aligns with Council's Local Strategic Planning Statement and Local Housing Strategy. It is an identified planning priority of Council's to delivery more housing nearby to transport nodes.
- Public Exhibition and consultation regarding the Proposal has been undertaken in accordance with the Environmental Planning and Assessment Act 1979, the Environmental Planning and Assessment Regulation 2021, the Planning Proposal Guidelines and the Gateway Determination. All public submissions are addressed through the exhibition and consultation process.
- The relevant development approvals have been thoroughly assessed against Parramatta's Local Environmental Plan 2023 and Development Control Plan 2023. Additionally, it has been subject to a design competition where the concept DA was subsequently granted approval by the Sydney West Joint Regional Planning Panel.

**4.4. Submissions Neither Supporting nor Not Supporting – Summary and Analysis**

Council officers have considered the 2 submissions that were categorised as "Unsure" about the proposal. Two submitters provided comment. The submissions are summarised below.

**Issues Raised:**

- Submitter states that Parramatta should have more shops and retail options.
- Submitter shared a link to a YouTube video they created called "Parrahub" that presents ideas on the future of urban living. The idea is founded upon a high-density mega-structure comprising residential units, retail outlets and carparking. The structure incorporates high-speed rail connecting Sydney to Melbourne and Brisbane.

**Council Officer Response:**

- The proposal will deliver a new mixed-use precinct with retail and commercial tenancies. The proposed reduction in commercial floor area is acceptable considering the site's strategic location to support additional housing.
- The "Parrahub" idea is out-of-scope with this site-specific planning proposal. Council does not manage a project or initiative of this nature.

**4.5. Submissions Supporting – Summary and Response**

Council officers have considered the 14 submissions in support and identified 5 themes across them. Notwithstanding the submissions stating general support for the proposal some issues raised, including concern regarding components of the proposal, are discussed, enumerated, and responded to in the below table. This total does not include multiple submissions made by the same person which are counted as one submission.

A detailed summary of each submission is provided at **Appendix A**.

Theme No.	Themes	Submissions raising issues under this theme in support	
		Number	Percentage (rounded)
1	Commercial Development Should Not Be Restricted	2	15%
2	Residential Density Should Be Increased	2	15%
3	Traffic and Parking	2	15%
4	Planning Agreement	2	15%
5	Affordable Housing	1	7%

**Theme 1: Commercial Development Should Not Be Reduced**

**Points Raised:**

- Commercial development should not be reduced to 25% of the proposed floor area.
- Restricting commercial GFA could jeopardise Parramatta's status as the second Central Business District.

**Council Officer Response:**

- The proposed reduction in commercial floor space to be 25% of the GFA across Sites 1 and 2

has been extensively assessed by Council officers and is appropriate for the site.

The site is located on the periphery of the Parramatta City Centre and is not a prime location for a high quantum of commercial floor space. The planning proposal is supported by economic analysis which indicates that the original quantum of commercial floor space approved on the site is unlikely to be utilised in the medium to long term. Additionally, the original approval was predicated upon 5,694sqm of floor area being provided for a basement supermarket. This can no longer be delivered due to the flooding constraints on the site.

The proposed Additional Permitted Use for 'creative industries' responds to the potential relocation of the Parramatta Artists Studio to the site. There is potential for the site to be a creative anchor for arts and cultural uses. The fringe location of the site presents an opportunity to deliver alternative land uses that will complement commercial office space, generating employment opportunities and boost Parramatta's cultural economy.

As such, significantly changed market conditions, site constraints and the opportunity to establish a creative centre on the site have justified the reduction in commercial floor space across the development.

## Theme 2: Residential Density Should be Increased

### Points Raised:

- The height of buildings should be increased from the proposed 118m to capitalise on the site's location near the Parramatta City Centre, parks and heavy rail stations.

### Council Officer Response:

- The proposed increase in height of buildings on Site 2 from 90m to 118m has been subject to extensive urban design testing, shadow testing, economic feasibility studies and has taken into consideration the site's environmental constraints. The proposed building heights are suitable for the site in its context and are not recommended to further increase.

## Theme 3: Traffic and Parking

### Points Raised:

- There should be adequate car parking provided to service the development.
- On-street traffic congestion in the area is problematic and the development should provide as much basement carparking as possible.

### Council Officer Response:

- The exact allocation of car parking spaces will be determined at the Development Application stage. Car parking space allocation is required to comply with the Parramatta Local Environmental Plan 2023 maximum carparking rates.
- The proposal is required to comply with Council's carparking rates as specific in the Parramatta Local Environmental Plan 2023.

## Theme 4: Planning Agreement

**Points Raised:**

- There should be a mechanism within the draft planning agreement to ensure that the items within the planning agreement are delivered to Council in a timely manner. The submission suggests that Council could condition an up-front payment, bond or condition on occupation certificate to ensure delivery of planning agreement items prior to the development being finalised.
- Submitter supports the provision of an easement to secure a pedestrian bridge over the Great Western Highway.

**Council Officer Response:**

- The draft planning agreement includes the requirement of bonds and bank guarantees to be provided to ensure that the public benefit items will be completed and delivered in accordance with the planning agreement.
- The timing of delivery is dependent on the developer's timeframes of approval and construction and cannot be subject to a requirement of the Planning Agreement.
- Additional security is provided through the registration of the Planning Agreement on title upon its execution.
- The provision of a pedestrian bridge easement is included in the draft planning agreement.

**Theme 5: Affordable Housing**

**Points Raised:**

- A significant portion of the proposed dwellings should be dedicated to affordable and community housing providers, or a significant monetary contribution should be made to Council to support affordable housing delivery elsewhere.

**Council Officer Response:**

- Through the negotiation of the Planning Agreement, Council considered that the community would benefit through the delivery of a 4-storey Community and Cultural Building in addition to the benefits derived through the previous Planning Agreement.
- The dedication of affordable housing does not form part of this Planning Proposal given the value of the Community and Cultural Building. Council Officers have negotiated the delivery of affordable housing units on alternatives sites within the Parramatta and will continue to identify and negotiate opportunities that arise.

Appendix A summarises the issues raised.

## 5. Submissions from Businesses

### 5.1. High Level Summary of Submissions

The total number of submissions received from Businesses was two (2).

The submission was received from the Applicant's planning consultant.

Submissions – Support	2 (100%)
Submissions – Did Not Support	0 (0%)
Submissions – Neither Support nor Not Support	0 (0%)
<b>TOTAL</b>	<b>2 (100%)</b>

Council officers have considered the submission, and the below summary provides an overview of the points raised.

#### Urbis Submission

##### Issues Raised:

This submission was made by the Applicant's planning consultant (Urbis) following legal advice that was obtained in relation to the draft Planning Agreement.

The submission contains a proposed change to the wording of clause 7.14 of the Parramatta Local Environmental Plan 2023 under the draft planning proposal. Options for word changes have been provided to Council for consideration.

The submission also contains a proposed administrative amendment to clauses within the draft Planning Agreement.

##### Council Officer Response:

- Following consultation with Council officers and the Applicant, the proposed wording of clause 7.14 has remained unchanged.
- The proposed administrative amendments to the planning agreement are minor in nature and were not deemed to be necessary.

#### Endeavour Energy

##### Issues Raised

Endeavour Energy provided standard development conditions and did not raise any concerns with the proposal.

**Council Officer Response**

Noted.

# 6. Submissions from Government Agencies

## 6.1. Consultation

Condition 4 of the Gateway Determination, issued by the Department of Planning, Housing, and Infrastructure on 4 March 2025, required Council to consult with the following agencies under Section 3.34 (2)(d) of the Act and/or comply with the requirements of relevant Section 9.1 Directions:

- **Transport for New South Wales (TfNSW)**
- **NSW State Emergency Services (SES)**
- **Department of Climate Change, Energy, the Environment and Water (DCCEEW)**

## 6.2. High Level Summary of Submissions

The total number of submissions received from Government Agencies was two (2).

### Agency: Transport for NSW (TfNSW)

#### Comments:

- No further comment provided as the proposal is not anticipated to have a significant impact on the classified road network.

#### Council Officer Response:

- Noted.

### Agency: NSW State Emergency Services (SES)

#### Comments:

- NSW SES recommended a number of amendments be made to the submitted Flood Assessment to ensure that the most up-to-date flood models are considered.
- NSW SES recommended consideration of the proposal against the Parramatta Flood Study 2024.
- Requests the Planning Proposal is consistent with the Ministerial Direction 4.1 Flooding, the Flood Risk Management Manual 2023 and supporting guidelines.

#### Council Officer Response:

- Noted, the Flood Impact Assessment has been updated in accordance with NSW SES comments.
- The planning proposal has been assessed against the Parramatta Flood Study 2024 by Council's Flood Engineers and recommended resolution without adversely impacting on the design

excellence of the development.

- Future development that impacts density of flood levels does not form part of this proposal and any future development that does must respond to the Flood Risk Management Manual and consider all relevant controls under the Parramatta LEP 2023 and DCP 2023.

**Agency: Department of Climate Change, Energy, the Environment and Water**

**Comments:**

- Department of Climate Change, Energy, the Environment and Water (DCCEEW) recommended updates to the Flood Planning Statement to refer to how the planning proposal satisfies the provisions of Ministerial Direction 4.1 Flooding.
- DCCEEW note that since the initial approval, several important developments in flood risk management have occurred and the planning proposal must consider them.
- DCCEEW recommends Council consult with NSW SES.

**Council Officer Response:**

- The applicant will prepare an updated flood study and Flood Planning Statement prior to being finalised.
- The Planning Proposal has been updated with consideration of the provisions of Ministerial Direction 4.1 Flooding and has been assessed by Council development engineers with reference to the most recent flood risk management strategies, policies and documents.
- Council has consulted with NSW SES during the exhibition period (see above).

## 7. Conclusion

The Participate Parramatta and City of Parramatta websites will be regularly updated to inform the public of reporting processes and next steps of the Planning Proposal for the site. Additionally, the Participate Parramatta website will be updated following Council reporting.

## **Appendix A – Submissions Summaries**

The following table summarises the 26 unique submissions received in response to the public exhibition of the Planning Proposal, draft Planning Agreement and draft site-specific Development Control Plan for 57-83 Church Street, Parramatta. Each submission has been allocated a unique number according to the order the submission was received and registered in Council's records.

To ensure the privacy of individual submitters, names and street numbers have been withheld.

A response to the submissions can be found in Parts 4, 5 and 6 of the Community Engagement Report.

Submission Number	Submitter Location/Organisation	Summary of Submission
1	Northmead	<p><b>Not supported or supported</b></p> <ul style="list-style-type: none"> <li>• Submitter wants more shops in particular food and retail options.</li> <li>• Submitter considers the proposal "good".</li> </ul>
2	Brickfield Street, North Parramatta	<p><b>Not supported</b></p> <ul style="list-style-type: none"> <li>• Submitter considers the development an eyesore.</li> <li>• Submitter has concerns that the development will cause major traffic disruption during construction and in the future.</li> <li>• Submitter states the area is already facing severe traffic and parking issues.</li> <li>• Submitter has concerns that the proposal will be approved regardless of any intervention.</li> </ul>
3	Macquarie Street, Parramatta	<p><b>Not Supported</b></p> <ul style="list-style-type: none"> <li>• Submitter states that Parramatta already has enough residential accommodation.</li> </ul>
4	Marsden Street, Parramatta	<p><b>Supported, to an extent</b></p> <ul style="list-style-type: none"> <li>• Submitter supports the increase in floor space ratio controls and mixed uses.</li> <li>• Submitter suggests that commercial GFA should not be restricted as more jobs should be local rather than commuted to.</li> <li>• Submitter suggests that the height control should be increased from 118m up to 200m for more capacity for commercial and residential uses.</li> <li>• Submitter supports increased density and removing height limits to support significant commercial and residential development.</li> </ul>
5	Harold Street, North Parramatta	<p><b>Supported, to an extent</b></p> <ul style="list-style-type: none"> <li>• Submitter suggests there needs to be more parking (1/apartment and 5/10sqm for non-residential) as parking becomes limited when there is an event.</li> <li>• Submitter states that public transport is not practical in many cases and the provision of car parking is paramount.</li> </ul>
6	George Street, Parramatta	<p><b>Supported, to an extent</b></p> <ul style="list-style-type: none"> <li>• Submitter would like to know what triggered the reduction of commercial space and states that for Parramatta to become the second CBD, commercial development should be prioritised over residential.</li> </ul>

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		<b>Supported</b>	
7	Church Street, Parramatta	<ul style="list-style-type: none"> <li>• Submitter suggests that Council needs a condition on occupation certificates to ensure that Council facilities get delivered, specifying the discovery centre at 333 Church Street as still empty and unfinished.</li> <li>• Submitter states the Council building should be designed to accommodate more height.</li> </ul>	
8	Excelsior Avenue, Castle Hill	<b>Supported</b>	
9	Central Avenue, Westmead	<b>Supported</b> <ul style="list-style-type: none"> <li>• Submitter supports more housing and higher density development on other sites like the subject site.</li> <li>• States that smaller developments are suitable but not on large sites like the subject site.</li> </ul>	
10	Broxbourne Street, Westmead	<b>Not supported</b> <ul style="list-style-type: none"> <li>• Submitter states the Planning Proposal will result in excessive density which will impact the adjoining residential area west of the site.</li> <li>• Submitter does not support the increase in height and floor space and is concerned about negative impacts to environmental amenity.</li> <li>• States that Council has a duty of care to provide an environment that is beneficial to its residents.</li> </ul>	
11	Short Street, Rosehill	<b>Supported</b>	
12	Hunter Street, Parramatta	<b>Supported</b>	
13	Northam Avenue, Banksstown	<b>Not supported</b> <ul style="list-style-type: none"> <li>• Submitter states the original approved design would have been more visually and aesthetically appealing, lending itself to an iconic design for the southern part of the Parramatta CBD.</li> <li>• Submitter feels the current proposal detracts from its original design and will become a residential eyesore.</li> <li>• Submitter states Parramatta has enough residential dwellings.</li> </ul>	
14	Parramatta	<b>Supported</b>	
15	Parramatta	<b>Supported</b> <ul style="list-style-type: none"> <li>• Submission was made by the Applicant's planning consultant (Urbis) following legal advice that was obtained in relation to the draft Planning Agreement.</li> </ul>	

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			<ul style="list-style-type: none"> <li>Proposed change to the wording of clause 7.14 of the Parramatta Local Environmental Plan 2023 under the draft planning proposal. Options for word changes have been provided to Council for consideration.</li> <li>The submission also contains a proposed amendment to clauses within the draft Planning Agreement.</li> </ul>
16	Early Street, Parramatta		<p><b>Supported, to an extent</b></p> <ul style="list-style-type: none"> <li>Submitter questions how the proposal will reduce traffic and ensure enough carparking for the development.</li> </ul>
17	Alice Street, Harris Park		<p><b>Supported, to an extent</b></p> <ul style="list-style-type: none"> <li>Submitter proposes that the increase in residential dwellings to 922 warrants a substantial proportion of the dwellings to be dedicated to affordable and community housing to align with City of Parramatta's strategies and policies related to affordable and community housing.</li> <li>Suggests that the developer should make monetary contributions to support the delivery of affordable and community housing elsewhere, in lieu of it being part of the subject development.</li> <li>Requests that Council secure affordable and community housing as part of the development as to deliver on its strategies and policies related to affordable and community housing.</li> </ul>
18	Dunlop Street, Epping		<p><b>Supported</b></p> <ul style="list-style-type: none"> <li>Submitter expresses support for the mixed use development and regeneration of the land.</li> <li>Suggests that the development is all-electric and not include gas connections. All-electric developments will be less of a cost burden to future residents.</li> <li>Suggests that a pedestrian link be constructed over Church Street.</li> </ul>
19	Church Street, Parramatta		<p><b>Not Supported</b></p> <ul style="list-style-type: none"> <li>Submitter states that the site should be developed for public open space.</li> <li>Concerns raised regarding traffic congestion.</li> </ul>
20	Unknown		<p><b>Not Supported or Supported</b></p> <ul style="list-style-type: none"> <li>The site is close to Parrahub and can share the same platform to Melbourne and Brisbane.</li> </ul>
21	Early Street, Parramatta		<p><b>Not Supported</b></p>

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		<ul style="list-style-type: none"> <li>• Submitter opposes the additional building height, residential density and reduced commercial space.</li> <li>• Concern raised regarding traffic, noise and loss of character for the area.</li> </ul>
22	Wentworth Street, Parramatta	<b>Supported</b>
23	Endeavour Energy	<p><b>Comments provided</b></p> <ul style="list-style-type: none"> <li>• Provided standard development conditions and did not raise any concerns with the proposal.</li> </ul>
24	Transport for NSW	<p><b>Comments provided</b></p> <ul style="list-style-type: none"> <li>• No further comment provided as the proposal is not anticipated to have a significant impact on the classified road network.</li> </ul>
25	NSW SES	<p><b>Comments provided</b></p> <ul style="list-style-type: none"> <li>• NSW SES recommended consideration of the proposal against the Parramatta Flood Study 2024.</li> <li>• Requests the Planning Proposal is consistent with the Ministerial Direction 4.1 Flooding, the Flood Risk Management Manual 2023 and supporting guidelines.</li> </ul>
26	Department of Climate Change, Energy, the Environment and Water	<p><b>Comments provided</b></p> <ul style="list-style-type: none"> <li>• DCCEEW recommends Council consult with NSW SES.</li> </ul>

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## **REPORTS TO COUNCIL - FOR COUNCIL DECISION**

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<b>ITEM NUMBER</b>	13.5
<b>SUBJECT</b>	Gateway Request for 57-83 Church Street, PARRAMATTA
<b>REFERENCE</b>	F2024/00282 - D09519628
<b>APPLICANT/S</b>	Early Street Development Pty Ltd
<b>OWNERS</b>	JQZ Seventeen
<b>REPORT OF</b>	Project Officer

**CSP THEME:** Innovative

### **DEVELOPMENT APPLICATIONS CONSIDERED BY SYDNEY CENTRAL CITY PLANNING PANEL:**

Development Application (DA/738/2016) was approved in August 2017 for:

- Demolition of existing buildings, tree removal and consolidation of lots;
- Construction of an 11-storey non-residential building for 275 hotel rooms and associated activities, two residential towers comprising a total of 538 apartments over two levels of retail/commercial podium at the rear of the site and associated landscaping and plaza works on Site 1; and
- Construction of a 10-storey non-residential building front Church Street, and a mixed use tower containing 9 levels of non-residential floor space and 22 storeys comprising 235 apartments at the rear of the site, with associated landscaping and plaza works on Site 2.

**PURPOSE** To seek Council endorsement to progress a Planning Proposal for land at 57-83 Church Street, Parramatta for the purposes of seeking a Gateway Determination and to amend the Parramatta DCP 2023 and negotiate a Planning Agreement.

### **RECOMMENDATION**

- (a) That Council approve for the purposes of seeking a Gateway Determination, the Planning Proposal for land at 57-83 Church Street, Parramatta (Attachment 1), which seeks the following amendments to the Parramatta Local Environmental 2023 (Parramatta LEP 2023):
- i. Increase the Floor Space Ratio control from 7.2:1 to 8.4:1 for land at 83 Church Street, Parramatta (Site 1).
  - ii. Increase the Height of Buildings control from 90m to 118m (40 storeys) for land at 63 Church Street, Parramatta (Site 2).
  - iii. For Site 1 and 2, switch off the provisions within Clause 7.14 Competitive design process of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (5) Site specific provisions to exempt any future application comprising of alterations and additions from the competitive design process to ensure compliance with the approved winning design excellence competition scheme.
  - iv. For Site 1, switch off Clause 7.24 Dual water systems of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (6) to

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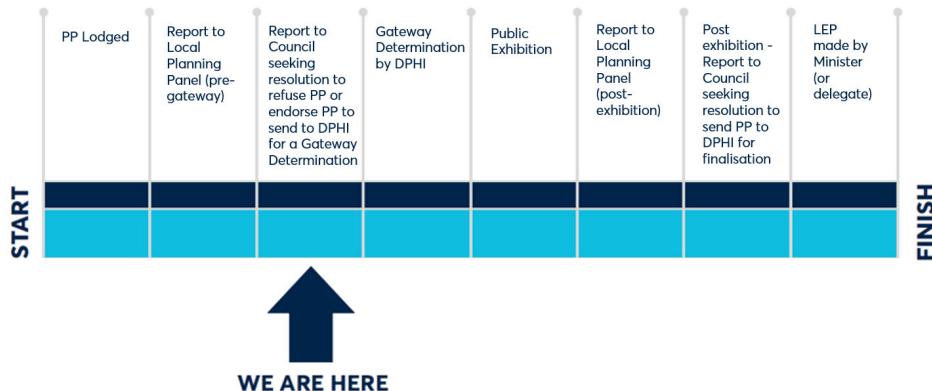
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reflect the approval for this site which was granted before dual water systems were mandated.

- v. For Site 1 and 2, amend Clause 7.29 Site specific provisions to revise the non-residential gross floor area requirement from 40% to 25% of total Gross Floor Area.
- vi. To include a clause under Schedule 1 Additional permitted uses to allow residential basement carparking in the E2 Commercial Centre zone on Sites 1 and 2 and development for creative industries on Site 2.

- (b) That Council note the Local Planning Panel's advice to Council (Attachment 2) is consistent with the Council officer's recommendation in this report.
- (c) That Council approve the draft amendments, as described in this report, to Parramatta Development Control Plan 2023 (DCP) associated with the land subject to this Planning Proposal for the purposes of public exhibition.
- (d) That Council request that DPHI provide it with authorisation to exercise its plan-making delegations for this Planning Proposal.
- (e) That a report be submitted for Council's consideration regarding the Community and Cultural building which details the proposed operating model, capital costs and potential funding sources for the warm shell fit-out (ex. community hall), commercial leasing opportunities available, and maintenance and depreciation costs.
- (f) That the CEO be authorised to negotiate and draft the Planning Agreement consistent with the terms of the Letter of Offer (Attachment 2) provided by the landowner and that the Planning Agreement be placed on public exhibition concurrently with the Planning Proposal and the draft DCP.
- (g) That Council authorise the CEO to correct any minor anomalies of a non-policy and administrative nature that may arise during the plan-making process.

## PLANNING PROPOSAL TIMELINE



## SITE DESCRIPTION & CONTEXT

1. The site comprises allotments at 83 Church Street, 63 Church Street and 57 Church Street and is legally identified as Lots 100 (Site 1), 102 (Site 2) within DP1249271 and Lots 15, 16 and 114 within DP129484 (Site 3).

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2. The following table describes the associated lot numbers and properties across the three sites:

Site Address	Lot Number and Deposited Plan	Land Size (sqm)
83 Church Street, Parramatta (Site 1)	Lot 100/DP1249271	7,136
63 Church Street, Parramatta (Site 2)	Lot 102/DP1249271	4,519
57 Church Street, Parramatta (Site 3)	Lot 15/DP651039, Lot 16/DP12623 and Lot 114/DP129484	1,953

3. The site and its surrounding context are shown below in **Figure 1**.



**Figure 1:** Subject site and surrounds at 57-83 Church Street, Parramatta

4. The site is located within the Auto Alley Precinct at the southern gateway to the Parramatta City Centre, which was historically characterised by its high concentration of car sales yards.
5. Site 1 is bounded by the Great Western Highway to the north, Church Street to the east and Early Street to the south. Approval has been granted for demolition, tree removal, consolidation of lots, construction of a 10-storey hotel and two residential towers over a retail/commercial podium with associated landscaping and plaza works. Construction has commenced on Site 1 in accordance with DA/738/2016. Basement excavations are currently underway, and the site is surrounded by construction fencing to prevent public access.

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6. Site 2 is currently occupied by a dilapidated three-storey building which occupies the eastern portion of the site fronting Church Street. The building is the former 'Holden House' car dealership within the Auto Alley Precinct. The western portion of the site is occupied by a construction site office which services the active construction site for Site 1.
7. Site 3 is bounded by Lansdowne Street to the north and Church Street to the east and currently occupied by the sales office for the development. Site 3 is zoned RE1 Public Recreation and is to be developed and dedicated to Council as a public park in accordance with the timing set out in the previous Planning Agreement. It is noted that Site 3 is not subject to any amendments sought by the Planning Proposal.
8. The site is located 550m from Parramatta Station and 500m from Harris Park Station.
9. Jubilee Park is located approximately 200m to the east of the site. Jubilee Park is owned by Council and comprises public open space, play equipment, Harry Todd Band Hall and the Jubilee Park Childcare Centre.

## BACKGROUND

10. The site has an extensive planning history and has been subject to past planning studies and applications for over a decade, including a site-specific Planning Proposal, Planning Agreement, Architectural Design Competition, Concept Development Application (DA) and Detailed DA.
11. A previous Planning Proposal ([RZ/9/2011](#)) was gazetted for the site which rezoned the site to permit mixed-use development including residential, commercial and retail uses with heights up to 118m and a maximum FSR of 7.2:1. The site-specific clause 7.29 of the Parramatta LEP was also introduced to mandate a minimum of 40% of GFA on Site 1 be allocated for non-residential purposes. The intent of this clause was to provide employment opportunities within the Parramatta City Centre.
12. A Planning Agreement was registered on the title of the land which was to deliver the following items at a total value of \$15,142,695:
  - Embellishment and dedication of land at Site 3 comprising a total of 1,953sqm for use as a public open space;
  - Embellishment and footpath widening along the Church Street frontage of the land;
  - Provision of a pedestrian thoroughfare through Site 1 and 2;
  - The construction and dedication of a commercial suite comprising 200sqm to Council; and
  - Payment of a \$7.3 million cash contribution to Council's (former) City Centre Section 94A Plan
13. It is proposed to extinguish the Planning Agreement that is currently registered on the title of the land and replace it with a new Planning Agreement as detailed in this report.

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14. Design for development on the site has been subject to an Architectural Design Competition, a Concept DA and a Detailed DA. The detailed DA ([DA/738/2016](#)) was approved by the Sydney Central City Planning Panel in 2017, granting consent for:
- *Site 1 - 83 Church and 44 Early Street: Demolition, tree removal, consolidation of lots, construction of a 11-storey non-residential building fronting Church Street, two residential towers (22-storey and 40-storey) containing a total of 538 apartments over 2 levels of retail/commercial podium at the rear of the site, with associate landscaping and plaza works.*
  - *Site 2 - 63 Church Street: Demolition, tree removal, construction of a 10-storey non-residential building fronting Church Street, and a mixed use tower containing 9 levels of non-residential floor space and 22 storeys comprising 235 apartments at the rear of the site, with associated landscaping and plaza works.*
15. The Detailed DA has been subject to several modification applications which have amended the conditions of consent, the staging of construction and have sought minor design amendments to the approved layout.



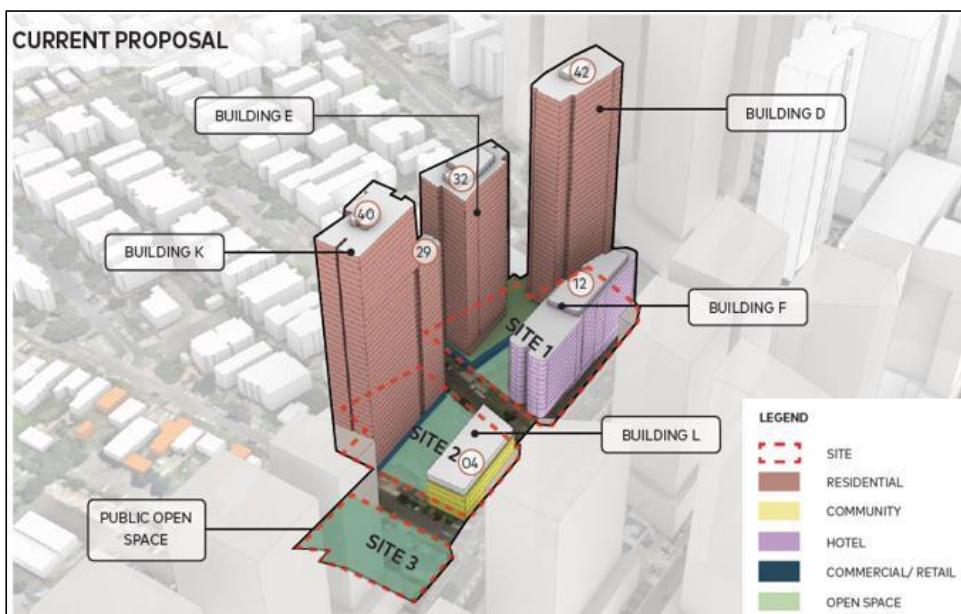
Figure 2: Approved development under DA/738/2016

#### PLANNING PROPOSAL

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16. The Planning Proposal seeks to facilitate a higher density mixed use development scheme than permitted under the current planning controls by increasing the Height of Building and Floor Space Ratio controls. It will also introduce an additional permitted use on the site and site-specific provisions to facilitate the changes envisaged in the urban design report (refer to **Attachment 4**). The proposal also includes a substantial public benefit offering, including a significant Cultural and Community building and the previously secured public park and through-site links.
17. The site layout, building numbers and proposed built form is shown below in **Figure 3**.

**Figure 3:** Site Layout and proposed scheme

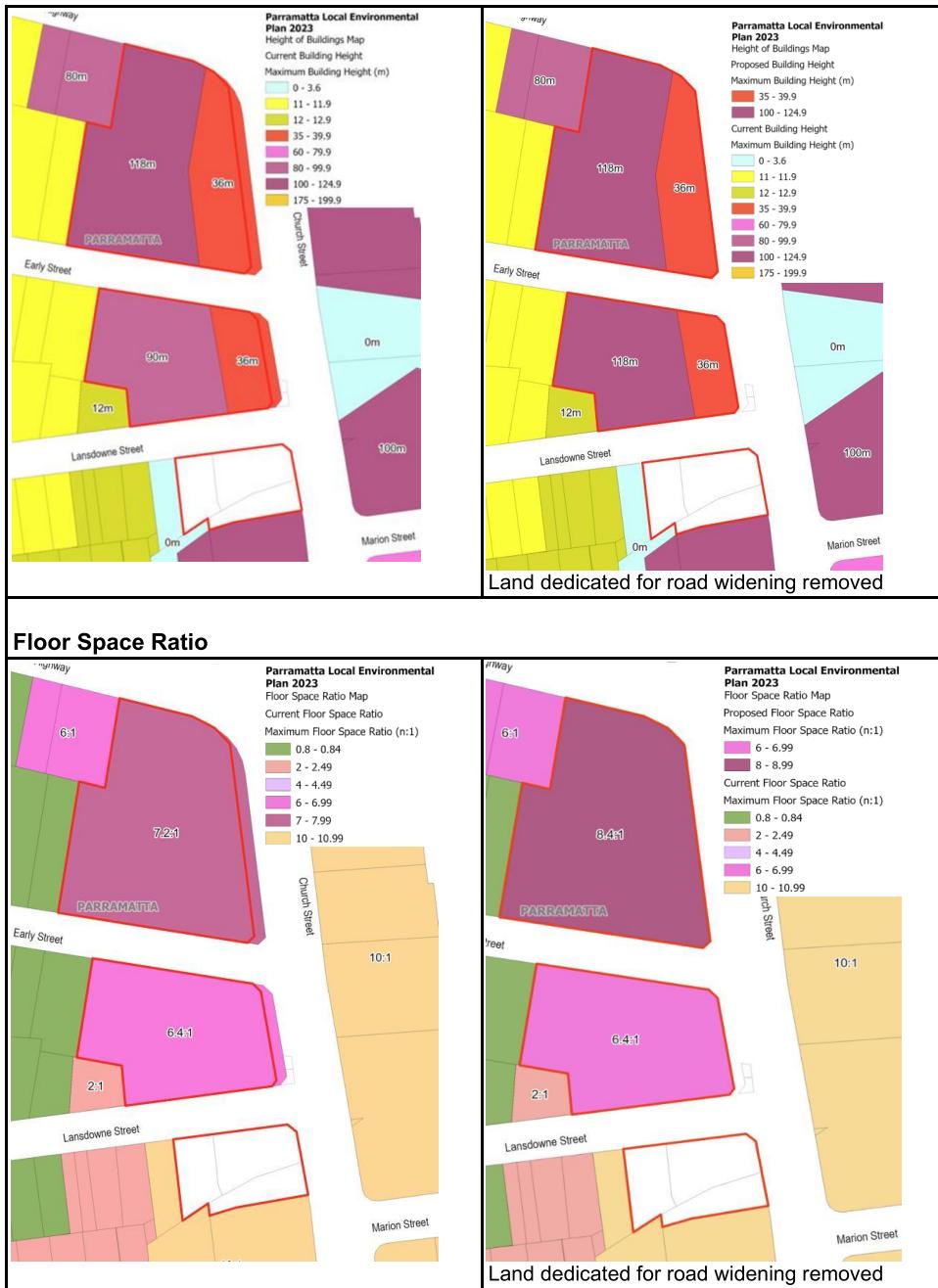
18. **Table 1** below shows the map changes being sought under this Planning Proposal compared to the current mapping in the Parramatta LEP 2023. Refer to the Planning Proposal (**Attachment 1**) for detailed mapping changes.

**Table 1:** Parramatta LEP 2023 Maps showing current and proposed Height of Buildings and Floor Space Ratio controls

Existing Control	Proposed Control
Height of Buildings	

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19. **Table 2** summarises the instrument changes being sought under the Planning Proposal compared with the current controls under Parramatta LEP 2023.

**Table 2:** Proposed Parramatta LEP 2023 Amendments

Existing as per Parramatta LEP 2023 (Approved DA/738/2016)	Amendments sought under this Planning Proposal
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	<b>Site 1</b>	<b>Site 2</b>	<b>Site 1</b>	<b>Site 2</b>
<b>Zoning</b>	Part MU1 and Part E2	Part MU1 and Part E2	Part MU1 and Part E2 (no change)	Part MU1 and Part E2 (no change)
<b>Height of Buildings</b>	Part 36m and Part 118m (12 and 42 storeys)	Part 36m and 90m (10 and 32 storeys)	Part 36m and 118m (12 and 42 storeys)	Part 36m and Part 118m (4 and 40 storeys)*
<b>Floor Space Ratio</b>	7.2:1	6.4:1	8.4:1 (+1.2)	6.4:1 (no change)
<b>Dwelling Yield</b>	479	235	539 (+60 dwellings)	383 (+148 dwellings)**
<b>Residential GFA</b>	40,249sqm	18,392sqm	46,259sqm (+6,010sqm)	32,132sqm (+13,740sqm)
<b>Non-residential GFA</b>	22,613sqm	16,503sqm	22,613sqm (no change)	Minimum 3,455sqm (-13,048sqm)
<b>Clause 7.29 Church and Early Streets, Parramatta</b>	<ul style="list-style-type: none"> <li>• At least 40% of the GFA on Site 1 is to be used for non-residential purposes.</li> <li>• The FSR on Site 1 will not exceed 7.2:1 if the development includes a basement for commercial purposes.</li> </ul>	<ul style="list-style-type: none"> <li>• At least 40% of the GFA on Site 2 is to be used for non-residential purposes.</li> </ul>	<ul style="list-style-type: none"> <li>• At least 25% of the GFA across Sites 1 and 2 are to be used for non-residential purposes.</li> <li>• Clause 7.14 Competitive design process does not apply to the land to which this part applies if the application comprises only alterations and additions to a building that is the winner of a design competition.</li> <li>• Clause 7.24 Dual water systems does not apply to the land on Site 1 that comprises only alterations and</li> </ul>	<ul style="list-style-type: none"> <li>• At least 25% of the GFA across Sites 1 and 2 are to be used for non-residential purposes.</li> <li>• Clause 7.14 does not apply to the land to which this part applies if the application comprises only alterations and additions to a building that is the winner of a design competition.</li> </ul>

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			additions to a building.	
<b>Additional Permitted Uses</b>	None	None	<p><i>26 Use of certain land at Early and Church Street, Parramatta</i></p> <p>(1) This clause applies to land identified as "26" on the Additional Permitted Uses Map, comprising Lot 10, DP 733044, Lot B, DP 304570, and Lot 20, DP 732622.</p> <p>(2) Development for the purposes of residential flat buildings is permitted with development consent if –</p> <ul style="list-style-type: none"> <li>a) No dwellings are permitted on the land zoned E2 Commercial Centre, and</li> <li>b) Development on land zoned E2 Commercial Centre to support residential flat buildings that are located on the land is limited to the basement.</li> </ul> <p>(3) Development for the purposes of creative industries is permitted with development consent in the E2 Commercial Centre zone.</p>	<p><i>26 Use of certain land at Early and Church Street, Parramatta</i></p> <p>(1) This clause applies to land identified as "26" on the Additional Permitted Uses Map, comprising Lot 10, DP 733044, Lot B, DP 304570, and Lot 20, DP 732622.</p> <p>(2) Development for the purposes of residential flat buildings is permitted with development consent if –</p> <ul style="list-style-type: none"> <li>a) No dwellings are permitted on the land zoned E2 Commercial Centre, and</li> <li>b) Development on land zoned E2 Commercial Centre to support residential flat buildings that are located on the land is limited to the basement.</li> </ul> <p>(3) Development for the purposes of creative industries is permitted with development consent in the E2 Commercial Centre zone.</p>

\* The difference (in stories) between Site 1 and 2 is due to the increased floor to ceiling heights within the podium level of Building K that enables future transformation into commercial floor space.

\*\* Dwelling number increase is a result of the redistribution of non-residential floor area to residential floor area through amendments to Clause 7.29. Overall, there is no change in FSR on Site 2.

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Clause 7.29 Site specific provisions

20. The site-specific Clause 7.29 is proposed to be amended as follows (~~strikeout~~ text is text to be deleted and **bold text** is to be added):
- (1) This clause applies to the following land at Parramatta—
    - (a) ~~Lot 10, DP 733044 Lot 100, DP1249271, 83 Church Street and Lot B, DP 304570, 44 Early Street (Site 1)~~,  
~~(b) Lot 20, DP 732622, Lot 102, DP1249271~~ 63 Church Street (**Site 2**).
  - (2) The objectives of this clause are to ensure that development on the land—
    - (a) provides employment opportunities in the precinct by ensuring that a minimum proportion of the available floor space is provided for commercial purposes, and
    - (b) the scale and bulk of the development does not adversely impact the amenity of the precinct.
  - (3) Development consent must not be granted to development, including staged development, involving the erection of a building on Site 1 **and Site 2** unless the consent authority is satisfied—
    - (a) at least **40%** of the combined gross floor area of **Site 1 and 2 of Site 1** will be used for purposes other than residential accommodation or serviced apartments, and  
~~(b) the floor space ratio of Site 1 will not exceed~~
      - (i) ~~if the development includes a basement to be used for commercial purposes 7.2:1, or~~
      - (ii) ~~otherwise 6.4:1, and~~
    - (c) the gross floor area of each storey of a building **on Site 1** above a height of 40m will not exceed 700m<sup>2</sup>.
  - (4) Development consent must not be granted to development, including staged development, involving the erection of a building **on Site 2** unless the consent authority is satisfied at least **40%** of the gross floor area of Site 2 will not be used for residential accommodation or serviced apartments.
  - (5) **Clause 7.14 does not apply to the land to which this part applies if the application comprises only alterations and additions to a building that is the winner of a design competition.**
  - (6) **Clause 7.24 does not apply to the land on Site 1 that is comprises only alterations and additions to a building.**

Non-residential Gross Floor Area and Jobs

21. The Planning Proposal seeks to amend subclause (3) which reduces the quantum of GFA to be allocated to non-residential uses from 40% of Site 1's GFA and 40% of Site 2's GFA to 25% of the total GFA of Sites 1 and 2 combined. This results in a reduction of 13,048sqm of non-residential GFA in total across the development.
22. The rezoning of the site in 2011 which established the 40% requirement for non-residential GFA relied upon 5,694sqm of this GFA being delivered as a basement level supermarket. During the assessment of the approved DA, it was revealed that the site's flood affectation restricted the provision of basement level commercial floor space due to a high level of risk to life and property.

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23. There is also a State-wide priority to delivery housing within rezoning schemes to address the current housing affordability crisis and supply shortage. As such, this Planning Proposal seeks to increase the proportion of residential floor space and reduce the overall quantum of non-residential floor space from 40% of the GFA of Site 1 and Site 2 to 25% of the overall GFA across both sites.
24. The Planning Proposal seeks to include additional site-specific provisions into Clause 7.29 which would replace LEP clauses relating to design excellence competitions, dual-water systems in buildings

#### Design Excellence

25. It is proposed to insert subclause (5) to ensure that any future application would be exempt from a new design competition process. Currently, clause 7.14 of the Parramatta LEP 2023 states that any application that would result in a building being over 40m in height within the Parramatta City Centre or would significantly increase the height or GFA of a building within the Parramatta City Centre would be subject to a new design excellence competition.
26. The approved development on the site has already been through a design excellence competition and it is unreasonable to subject a future amending DA which seeks to implement the increased FSR on Site 1 and height limit on Site 2 to a new design competition. It is noted that the original project architects (AJC and Turner Studios) have been retained on the project and will ensure that any future applications will continue to exhibit design excellence in accordance with the winning design criteria.

#### Dual Water Systems

27. It is proposed to insert subclause (6) to allow any future DA on Site 1 to be exempt from the provisions of Clause 7.24 Dual water systems, which states that certain development in the City Centre (which would include the proposal) must use a dual water reticulation system. This control came into effect due to the finalisation of the Parramatta CBD Planning Proposal. Consequently, with the development consent being granted prior to the implementation of Clause 7.24, it is considered impractical to require compliance with dual water systems as construction has already significantly progressed.
28. The exemption from this clause is necessary as buildings on Site 1 are already substantially under construction and cannot reasonably comply with this clause. It is not feasibly possible to retrofit the already commenced construction of Buildings D and E on Site 1 to include dual water systems on this site. Dual water systems will be required to be complied with for buildings on Site 2, as construction has not yet commenced.

#### Schedule 1 – Additional Permitted Use

29. Schedule 1 Additional Permitted Uses of the Parramatta LEP 2023 will be amended to include a new clause enabling development for the purposes of creative industries and carparking for residential flat buildings within the E2 Commercial Centre zone.
30. The reallocation of commercial car parking to residential has resulted in some parking spaces being located within the E2 portion of the site. Residential

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carparking is currently prohibited within the E2 zone. The proposed Additional Permitted Use will enable the full site footprint to be used for both commercial and residential carparking, reducing the level of basement excavation required as the carparking can be spread over a wider footprint.

31. Including this clause does not increase the permissible number of residential carparking spaces under the Parramatta LEP 2023, it merely allows the carparking to be constructed over a wider basement footprint.
32. The inclusion of 'creative industries' as an Additional Permitted Use has been proposed to expand the possible future use of Building L on Site 2. This building will be dedicated to Council in its entirety, and presents a significant opportunity for part of the building to include an artist studio, exhibition space or similar. 'Creative industries' are compatible in the site's context and will be entirely contained within Building L.

#### **SUMMARY OF COUNCIL OFFICER ASSESSMENT**

33. Council officer's summary of the planning proposal's assessment is below. Further details of the assessment can be found in the Local Planning Panel Report (**Attachment 2**).

##### State and Local Planning Policies and Strategies

34. The Minister for Planning and Public Spaces has recently written to all councils and planning panels asking them to '*prioritise the delivery of housing when assessing development applications and rezoning schemes, so that the entire planning system is geared to addressing the housing shortfall*'. The Minister further asks that '*...council teams prioritise the opportunity to deliver homes as part of merit considerations where, on balance, dwelling numbers may warrant a scale or built form that is different to or greater than the outcome originally anticipated*' (see **Attachment 5**).
35. The Minister also advises in his letter that updated region and cities' plans are being prepared by DPHI, and that in the meantime a strategic merit assessment should be applied to Planning Proposals which will be used to confirm if the proposal can satisfy relevant regional, district, and local strategies. The Planning Proposal makes provisions to address the existing region and district plan by enabling mixed-use development alongside infrastructure such as a childcare centre and park that provides significant public benefit.
36. The Planning Proposal facilitates the delivery of an additional 208 dwellings when compared to the existing scheme in the Parramatta City Centre and contributes to the housing targets set out in the Local Strategic Planning Statement (LSPS) and Local Housing Strategy. It is also consistent with the relevant Planning Priorities listed within the LSPS. Additionally, the community hub that is to be fully dedicated to Council addresses the recommendations made in the Community Infrastructure Strategy.

##### State Environmental Planning Policy (Housing) 2021 – Build to Rent (BTR) Implications

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37. Following amendments to the Housing SEPP in late 2023, BTR is now permissible within the E2 Commercial Centre zone.
38. Under the current legislation, the developer could pursue a BTR development proposal within the E2 zoned area of the site which could be constructed in place of the hotel and Cultural and Community building, resulting in essentially all non-residential floor space being lost.
39. Council officers have identified the opportunity for a four-storey, standalone Cultural and Community facility that will be dedicated in its entirety to Council and provide opportunities for a number of non-residential uses including the Parramatta Artist Studio (PAS).
40. The PAS is temporarily located at Granville, as a result of its previous home in the Parramatta CBD being acquired by Sydney Metro West in 2021. To facilitate the development of the Granville Town Square, the current site of the PAS is required to be demolished, and a new, permanent home is required to be found for the PAS.
41. The subject site presents a unique opportunity for the return of the PAS to the fringe of the CBD. This is in alignment with '*A Cultural Plan for the Parramatta CBD*', which advocates for the expansion of creative industries within the CBD.
42. In addition, the increase in FSR on Site 1 and redistribution of non-residential GFA to residential GFA on Site 2 will deliver an additional 208 residential apartments across the development that has already significantly progressed construction.
43. Given the circumstances, this proposal would result in a better outcome, balancing the creation of new jobs within the E2 zoned land, delivering a Cultural and Community facility while also increasing the immediate delivery of new housing.

#### Urban Design and Design Excellence

44. As detailed in the LPP Report (**Attachment 2**) Council officers have identified several urban design implications resulting from the proposed amendments to the Parramatta LEP 2023. In particular, the LPP Report analyses the impacts of the increased height of buildings on Site 2 and resultant increase in building height for Building K. Council officers have reviewed the winning Design Competition criteria for the development and have developed an urban design outcome which is consistent with the criteria and is of a high-quality.

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**Figure 4:** Artist's impression of the scheme resulting from the Planning Proposal

#### Traffic and Parking

45. Council's traffic officer has undertaken a detailed assessment of the proposal and has determined that the amendments to the Parramatta LEP 2023 proposed under this Planning Proposal can deliver a compliant car parking layout. The assessment affirms that, notwithstanding the uplift in residential dwellings, the proposed level of carparking complies with the provisions of the Parramatta LEP 2023. Refer to the Traffic Report at **Attachment 6** for more details.

#### Economic Impact

46. The Parramatta City Centre is currently experiencing high commercial office vacancy rates, with rates expected to remain above 20% over the five-year medium term as evidenced in the supporting Economic Assessment (**Attachment 5**). This is largely because of the COVID-19 pandemic and subsequent fundamental change in the way people work, resulting in less demand for commercial office space in the market. At this time, as the site is under construction, it is unlikely that the quantum of commercial office space under the existing site-specific clause will be fully occupied within the future development.
47. The applicant initially proposed to reduce the quantum of non-residential GFA to 20% of the total GFA of Sites 1 and 2. This was considered to be an unsupportable reduction, and it was important to retain a higher level of employment generating land uses on the site. Following consultation with the applicant, it was determined that an appropriate amount of non-residential GFA

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- to be delivered across Site 1 and 2 is 25%. If the Planning Proposal was to reduce the non-residential GFA to 20%, this would have resulted in approximately 1,600sqm of commercial floor area, equivalent to two storeys of the Cultural and Community building.
48. The approved development under construction will deliver a new 5-star hotel (Building F on Site 1), with the confirmed operator being the Marriott Group. The hotel development will be a key contributor to Parramatta's visitor economy and will help service domestic and international visitors to Parramatta, Sydney Olympic Park and the forthcoming Western Sydney International Airport that is due to open in late 2026. The hotel will not only generate primary jobs but will also generate subsidiary jobs through uses associated with the hotel such as catering companies, event management and corporate conferences.
  49. The addition of the Cultural and Community building will establish an emerging character for the southern City Centre as a destination for arts and cultural spaces. The fringe location of the site presents an opportunity to deliver alternative land uses that will complement commercial office space, generating employment opportunities and boost Parramatta's cultural economy.
  50. Council officers have considered these impacts in the Planning Proposal and Local Planning Panel Report (**Attachment 2**) and given the current market conditions, the site being under construction and the provisions of the Housing SEPP allowing build to rent on commercial zoned land, the provision of a Community and Cultural building, a new 5-star hotel offering, and other commercial uses including diverse retail offerings, the Planning Proposal adequately balances the economic impacts of the proposal while noting the delivery of additional dwellings.
  51. The decrease in the quantum of non-residential floor space as a part of the Planning Proposal is supportable in this instance for the following reasons:
    - The basement levels of the buildings cannot accommodate the 5,694sqm of supermarket floor area due to flooding constraints as detailed in the assessment of the approved scheme (DA/738/2016);
    - The site is under construction and its location on the fringe of the Parramatta CBD means it is unlikely that the already approved commercial floor space will be utilised in the short and medium term;
    - The economic analysis by Urbis indicates that vacancy rates for commercial floor space are unlikely to lower in the medium term;
    - Diversification of land uses through the inclusion of creative industries are well-suited for this location in the Parramatta CBD;
    - Continues to retain non-residential GFA, particularly along Church Street, by providing an alternative use to the provisions under the State Environmental Planning Policy (Housing) 2021 that permits build-to-rent on E2 land; and
    - The Minister for Planning and Public Spaces has requested public authorities and planning panels to prioritise the delivery of housing.

#### Other Considerations

52. The detailed analysis contained within the LPP Report (**Attachment 2**) addresses the relevant State and Council policies, wind impacts, overland flooding impacts and the social impacts of the proposal.

## SITE SPECIFIC DEVELOPMENT CONTROL PLAN

53. Section 9.10.2 in the Parramatta City Centre Development Control Plan (DCP) applies to the site. The Planning Proposal requires minor amendments to the DCP to facilitate the reference scheme.
54. Amendments to the existing draft site-specific development control plan (SSDCP) will be prepared should this Planning Proposal be supported for Gateway determination. The draft SSDCP will make the following amendments to ensure consistency with the reference scheme provided:
  - a. Removal of references to 44 Early Street due to lot amalgamation with 83 Church Street
  - b. Updating height figures in Figure 9.10.2.3
  - c. Updating building footprints in Figure 9.10.2.3
  - d. Removal of the reference to a basement level supermarket on Site 1 in Figure 9.10.2.4
  - e. Relabelling Figure 9.10.2.4 – Building Form Control Section (Northern Side) to Figure 9.10.2.4 – North-South Section for clarity
  - f. Updating the Figure 9.2.10.4 to reflect the reference scheme
    - i. Building F (Hotel) is coloured as commercial/hotel
    - ii. Building F is 12 levels not 10 levels
    - iii. Podium levels are commercial
    - iv. Building D is updated to 42 levels
  - g. Minor changes of an administrative nature (e.g. formatting, labelling, numbering)
55. It is proposed that the SSDCP will be updated to address these matters and placed on public exhibition with the Planning Proposal following DPHI issuing of a Gateway Determination for the Planning Proposal.

## PARRAMATTA LOCAL PLANNING PANEL

56. The Parramatta Local Planning Panel (LPP) considered this matter at its meeting on 26 November 2024 and advised that:
  - (a) *Council approves, for the purposes of seeking a Gateway Determination from the Department of Planning, Housing and Infrastructure (DPHI), the Planning Proposal for land at 57-83 Church Street, Parramatta (Attachment 1), which seeks the following amendments to the Parramatta Local Environmental 2023 (Parramatta LEP 2023):*
    - i. *Increase the Floor Space Ratio control from 7.2:1 to 8.4:1 for land at 83 Church Street, Parramatta (Site 1).*
    - ii. *Increase the Height of Buildings control from 90m to 118m (40 storeys) for land at 63 Church Street, Parramatta (Site 2).*

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- iii. For Site 1 and 2, switch off the provisions within Clause 7.14 Competitive design process of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (5) Site specific provisions to exempt any future application comprising of alterations and additions from the competitive design process to ensure compliance with the approved winning design excellence competition scheme.
  - iv. For Site 1, switch off Clause 7.24 Dual water systems of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (6) to reflect the approval for this site which was granted before dual water systems were mandated.
  - v. For Site 1 and 2, amend Clause 7.29 Site specific provisions to revise the non-residential gross floor area requirement from 40% to 25% of total Gross Floor Area.
  - vi. To include a clause under Schedule 1 Additional permitted uses to allow residential basement carparking in the E2 Commercial Centre zone on Sites 1 and 2 and development for creative industries on Site 2.
- (b) Council approve the draft amendments, as described in this report, to Parramatta Development Control Plan 2023 (DCP) associated with the land subject to this Planning Proposal for the purposes of public exhibition.
  - (c) Council request that DPHI provide it with authorisation to exercise its plan-making delegations for this Planning Proposal.
  - (d) The CEO be authorised to negotiate and draft the Planning Agreement consistent with the terms of the Letter of Offer (Attachment 2) provided by the landowner and that the Planning Agreement be placed on public exhibition concurrently with the Planning Proposal and the draft DCP.
  - (e) Council authorises the CEO to correct any minor anomalies of a non-policy and administrative nature that may arise during the plan-making process.

57. The Panel provides the following further advice:

- (a) The Panel recommends Council review the Concept Development Consent ensuring any relevant provisions have been considered and if required are incorporated into the Draft Development Control Plan.
- (b) The Panel notes that pedestrian and cycle connectivity from the Southern Planning Investigation Area to the CBD and Transport nodes requires further consideration.
- (c) The Panel wishes to thank Staff on their excellent paper and work on the Planning Proposal.

58. It is noted that the Local Planning Panel has provided additional recommendations to Council regarding the proposal in recommendations (a) and (b). In response to recommendation (a), Council officers will review the Concept Development Consent to ensure any relevant provisions are included within the Development Control Plan amendments.

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59. Internal consultation has been undertaken with the team leading the Southern Planning Investigation Area who have confirmed that pedestrian and cycleway connectivity to the CBD and transport nodes will form part of this work.
60. The Local Planning Panel report and minutes are provided at Attachment 2.

## **PLANNING AGREEMENT**

61. In the preparation and finalisation of the previous Planning Proposal, a Planning Agreement between the previous landowner and Council was executed and is registered on the title of the land, which was to deliver the following items at a total value of \$15,142,695:
  - Embellishment and dedication of land at Site 3 comprising a total of 1,953sqm for use as a public open space;
  - Embellishment and footpath widening along the Church Street frontage of the land;
  - Provision of a pedestrian thoroughfare through Site 1 and 2;
  - The construction and dedication of a commercial suite comprising 200sqm to Council; and
  - Payment of a \$7.3 million cash contribution to Council's City Centre Section 94A Plan.
62. The proponent has submitted a Letter of Offer (Attachment 3) to enter into a new Planning Agreement with Council at a value estimated by the applicant to be \$26,543,384. The agreement comprises the following items:
  - Dedicate Building L as a Community and Cultural building with approximately 2,400sqm of floor space to be distributed as follows:
    - Basement**
      - Basement carparking comprising 34 spaces;
    - Ground Floor**
      - Retail tenancy comprising of a total 131sqm in a cold shell fit-out;
      - Community hall comprising a total 555sqm in a warm shell fit-out;
    - Level 1**
      - Commercial office space to be utilised by Council or independently tenanted
    - Levels 2-3**
      - It is envisaged that the PAS will occupy Levels 2 and 3 of the building.
  - Dedicate a fully embellished open space public park on Site 3 totalling approximately 1,953sqm.
  - Design, construction and embellishment of footpaths and through-site links across Site 1 and 2 facilitating north-south movement between the buildings fronting Church Street and to the rear of the site.
  - Embellish and make accessible via public easements to be held by Council

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to provide thoroughfares on Site 1 and 2.

63. An analysis of the deliverables between the previous and proposed Planning Agreement, including value of items is provided below at Table 3.

**Table 3:** Planning Agreement Item Summary

<b>Item</b>	<b>Description</b>	<b>Comments</b>	<b>Value</b>
64.	Cultural and Community Building	Four (4) storey Cultural and Community building consisting of retail, commercial and community hall (Building L) and basement car parking	New Item - delivered within the letter of offer which replaces the 200m2 commercial tenancy with a four (4) storey (approx. 2400sqm) Cultural and Community Facility and 34 basement parking spaces
	Public domain widening and embellishment – Site 1	Design and construction of footpath/ public domain upgrades	Transferred from the original Planning Agreement to the new Planning Agreement
	Through site link - Site 1	Design and construction of through- site link including easement for public access	Transferred from the original Planning Agreement to the new Planning Agreement
	Public domain widening and embellishment – Site 2	Design and construction of footpath/ public domain upgrades	Transferred from the original Planning Agreement to the new Planning Agreement
	Through site link and embellishment – Site 2	Design and construction of through- site link including easement for public access	Transferred from the original Planning Agreement to the new Planning Agreement
	Open Space Embellishment and Dedication - Site 3	Embellishment and dedication of 1,953sqm site for use as a public open space	Transferred from the original Planning Agreement to the new Planning Agreement
	Commercial Tenancy	<i>Cold shell construction of a 200sqm commercial tenancy</i>	<i>Replaced Item - the new Planning Agreement replaced the 200sqm cold shell commercial tenancy with the 131sqm retail space within the Community and Cultural building</i>
			<i>Estimated Value \$1,000,000</i>

The original Planning Agreement required the payment of contributions in accordance with the (former) City Centre Section 94A Contributions Plan, which equated to \$8,895,755.38 (noting CPI increases). In accordance with the conditions of executed Planning Agreement, \$1,394,812.38 has been paid to Council. The remaining value that is outstanding is \$7,500,943.00, which has been allocated to the construction costs of the Community and Cultural building.

65. The renegotiation of the new Planning Agreement has enabled Council the opportunity to invest the outstanding Section 94A development contributions, that would have been collected through the previous agreement into the construction and dedication of the Community and Cultural building. Without this

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contribution, the facility would not provide a multi-level building that is capable of delivering both community and commercial uses. Substantial cost savings are delivered through a collaborative approach with the developer, with Council benefiting from the ability to provide a permanent premises for the Parramatta Artist Studios within the Parramatta CBD and expand the building to include income generating components. Revenue opportunities existing through the two retail suites, basement carparking, commercial office suites and a hireable community hall without the need for upfront capital contributions by Council for the acquisition of land.

66. In addition to the value of the Letter of Offer, development contributions in accordance with Parramatta City Centre Local Infrastructure Contributions Plan 2022 are applicable as follows:
  - Contributions for the additional apartments in Building E (5% of cost of construction); and
  - Contributions for any development where the development cost exceeds \$250,000 (4% of cost of construction).
67. The funds collected through the application of Parramatta City Centre Local Infrastructure Contributions Plan 2022 are to be quarantined for use in the fit out of the remainder of Building L.
68. Importantly, the values in the letter of offer attribute zero cost to Council for the dedication of land, easements and stratum lots.
69. Council's Community Infrastructure Strategy (CIS), which was endorsed by Council at its meeting on 13 July 2020, and A Cultural Plan for the Parramatta CBD, endorsed on 10 July 2017, have guided Council officers in the renegotiation of the Planning Agreement to ensure the infrastructure deliverables support the growing population of Parramatta.
70. The value of the proposed works, dedication of land and end stratum lots equates to the most significant contribution of infrastructure made by a developer through a Planning Agreement, redefining expectations placed on developers when seeking a Planning Proposal that increases the demands placed on community infrastructure.
71. The assessment of the Letter of Offer by Council Officers concludes that the items offered are acceptable and satisfy major Council objectives related to community and social infrastructure provision.

## PLAN MAKING DELEGATIONS

72. Should Council resolve to endorse the Planning Proposal to proceed, it is recommended that Council request that it exercise its plan-making delegations. This means that once the Planning Proposal has been to Gateway, undergone public exhibition and been adopted by Council, Council officers would deal directly with the Parliamentary Counsel Office on the legal drafting and mapping of the amendment. The LEP amendment is then signed by the CEO before being notified on the NSW Legislation website.

## CONSULTATION

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73. The Planning Proposal and supporting documents were referred to various Council staff/teams including Design Excellence, Flooding, Traffic, City Strategy, Development Services, Environmental Strategy and Public Domain. External referrals have not yet been undertaken.
72. At the time of finalising this report the following Councillor consultation was scheduled to be undertaken in relation to this matter:

Date	Councillor	Councillor Comment	Council Officer Response	Responsibility
3 December 2024 – All Councillors Councillor briefing		Report finalised prior to the briefing	Report finalised prior to the briefing	Executive Director City Planning and Design

#### **FINANCIAL IMPLICATIONS FOR COUNCIL**

74. Should Council resolve to proceed with the Planning Proposal, the costs incurred in conducting the community consultation are covered by the fees associated with the submission of the Planning Proposal. The developer will reimburse any legal costs relating to the drafting/negotiation of the Planning Agreement.
75. The Planning Proposal is accompanied by a Letter of Offer (Attachment 3) which proposes that the applicant enter into an agreement to deliver a range of community infrastructure. In line with Council's current approach to Planning Agreements, the costs detailed at the time of reporting are provided for Council to review the value and suitability of the Planning Agreement. The actual costs for the delivery of the ascribed works are the sole responsibility and borne wholly by the developer. This is to ensure that no cost escalations are passed on to Council.
76. To further protect Council's financial interests and potential dilution of the deliverables, an Infrastructure Service Delivery Plan will accompany the Planning Agreement to document the expectations of each of the deliverables of the Planning Agreement.
77. If Council resolves to endorse the recommendations of this report, the financial impacts on the budget are set out in the table below. The Cultural and Community building is not expected to be operational until approximately 2028. This is due to the staged construction of the development with the Cultural and Community building being on Site 2. The park on Site 3 will be delivered within 12 months of the issue of any Occupation Certificate relating to Site 2.
78. Noting the timeframes for delivery of the Cultural and Community building, a future report will detail the commercial leasing opportunities available, operating model, capital costs and potential funding sources for the warm shell fit-out (ex. community hall), and maintenance and depreciation costs.

#### **CONCLUSION AND NEXT STEPS**

79. This report recommends that the Planning Proposal for 57-83 Church Street, Parramatta be submitted to DPHI for Gateway determination.

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80. It is recommended that Council endorse the preparation of a draft Planning Agreement for 57-83 Church Street, Parramatta based on the submitted Letter of Offer, and that the Chief Executive Officer be authorised to prepare the legal drafting.
81. It is recommended that Council endorse preparation of the amendments related to the site-specific DCP (SSDCP) for land at 57-83 Church Street Parramatta, to be made to the Parramatta DCP 2023.
82. If supported by the DPHI, the Planning Proposal, draft Planning Agreement and draft SSDCP will be publicly exhibited concurrently. A further report will be prepared for Council on the outcomes of the public exhibition.

Liam Spinks  
**Project Officer**

Darren Ung  
**Project Officer**

Belinda Borg  
**Team Leader Land Use Planning**

Jennifer Concato  
**Executive Director City Planning and Design**

Amit Sharma  
**A/Executive Director Finance & Information**

Gail Connolly  
**Chief Executive Officer**

#### **ATTACHMENTS:**

 1	Planning Proposal	53 Pages
 2	Local Planning Panel Report and Minutes	36 Pages
 3	Letter of Offer	6 Pages
 4	Urban Design Report	53 Pages
 5	Letter from the Minister for Planning and Public Spaces	2 Pages
 6	Traffic and Parking Assessment	15 Pages
 7	Economic Assessment	45 Pages

#### **REFERENCE MATERIAL**

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**9. PUBLIC FORUM**

	<b>Speaker</b>	<b>Item No.</b>	<b>Report Title</b>
1.	Sarah Matthews	13.6	Planning Proposal for 361-365 North Rocks Road, North Rocks
2.	Jeremy Hung	13.5	Gateway Request for 57-83 Church Street, Parramatta

Note: All Public Forum submissions are published in a Supplementary Agenda for Council Meeting and are available on Council's website.

**PROCEDURAL MOTION  
SUSPENSION OF STANDING ORDERS - ORDER OF BUSINESS**

**RESOLVED:** Councillor Issa and Councillor Pillamarri

That in accordance with Clause 8.2 of Council's Code of Meeting Practice, that Council amend the Order of Business for this meeting to allow for the consideration of the following items prior to any other business on the agenda.

- Item 13.5 Gateway Request for 57-83 Church Street, PARRAMATTA
- Item 13.6 Planning Proposal for 361-365 North Rocks Road, North Rocks

**Record of Voting:**

For the Motion: Unanimous

13.5      **Gateway Request for 57-83 Church Street, PARRAMATTA**  
(Report of Project Officer)

4965      **RESOLVED:** Councillor Issa and Councillor Prociv

(a) That Council approve for the purposes of seeking a Gateway Determination, the Planning Proposal for land at 57-83 Church Street, Parramatta (Attachment 1), which seeks the following amendments to the Parramatta Local Environmental 2023 (Parramatta LEP 2023):

- i. Increase the Floor Space Ratio control from 7.2:1 to 8.4:1 for land at 83 Church Street, Parramatta (Site 1).
- ii. Increase the Height of Buildings control from 90m to 118m (40 storeys) for land at 63 Church Street, Parramatta (Site 2).
- iii. For Site 1 and 2, switch off the provisions within Clause 7.14 Competitive design process of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (5) Site specific provisions to exempt any future application comprising of alterations and additions from the competitive design process to ensure compliance

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- with the approved winning design excellence competition scheme.
- iv. For Site 1, switch off Clause 7.24 Dual water systems of the Parramatta LEP 2023 and apply the proposed Clause 7.29 (6) to reflect the approval for this site which was granted before dual water systems were mandated.
  - v. For Site 1 and 2, amend Clause 7.29 Site specific provisions to revise the non-residential gross floor area requirement from 40% to 25% of total Gross Floor Area.
  - vi. To include a clause under Schedule 1 Additional permitted uses to allow residential basement carparking in the E2 Commercial Centre zone on Sites 1 and 2 and development for creative industries on Site 2.
- (b) That Council note the Local Planning Panel's advice to Council (Attachment 2) is consistent with the Council officer's recommendation in this report.
- (c) That Council approve the draft amendments, as described in this report, to Parramatta Development Control Plan 2023 (DCP) associated with the land subject to this Planning Proposal for the purposes of public exhibition.
- (d) That Council request that DPHI provide it with authorisation to exercise its plan-making delegations for this Planning Proposal.
- (e) That a report be submitted for Council's consideration regarding the Community and Cultural building which details the proposed operating model, capital costs and potential funding sources for the warm shell fit-out (ex. community hall), commercial leasing opportunities available, and maintenance and depreciation costs.
- (f) That the CEO be authorised to negotiate and draft the Planning Agreement consistent with the terms of the Letter of Offer (Attachment 2) provided by the landowner and that the Planning Agreement be placed on public exhibition concurrently with the Planning Proposal and the draft DCP. the negotiation of the planning agreement is to include
  - i the provision of an easement that would support a future pedestrian bridge over the Great Western Highway
  - ii the future uses of the cultural and community building are to reflect the outcomes of the Council report as referred to (e) of the resolution.
- (g) That Council authorise the CEO to correct any minor anomalies of a non-policy and administrative nature that may arise during the plan-making process.

**Record of Voting:**

For the Motion: Lord Mayor, Councillor Zaiter, Councillors Chen, Darley, Ellard, French, Garrard, Issa, Jeffrey, MacLean, Ng, Pandey, Pillamarri, Prociv, Raffoul and Valjak (Unanimous).



## Gateway Determination

**Planning proposal (Department Ref: PP-2024-2057): Church Street urban renewal to increase the height of buildings (HOB) and floor space ratio (FSR) controls, amend site-specific controls under Clause 7.29 and allow additional permitted uses for land at 57-83 Church Street, Parramatta.**

I, the Director, Local Planning (Central, West and South) at the Department of Planning, Housing and Infrastructure, 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 2023 to increase the height of buildings (HOB) and floor space ratio (FSR) controls, amend site-specific controls under Clause 7.29 and allow additional permitted uses for land at 57-83 Church Street, Parramatta should proceed subject to the following:

The Council as planning proposal authority is authorised to exercise the functions of the local plan-making authority 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 applicable directions of the Minister under section 9.1 of the Act or the Secretary has agreed that any inconsistencies are justified; and
- (c) There are no outstanding written objections from public authorities.

The LEP should be completed on or before 13 March 2026.

### Gateway Conditions

1. Prior to community consultation, the planning proposal is to be updated as follows:
  - (a) Provide a response for the following Ministerial 9.1 Directions:
    - (i) 4.5 Acid Sulfate Soils,
    - (ii) 1.7 Implementation of Greater Parramatta Priority Growth Area Interim Land Use and Infrastructure Implementation Plan.
2. Ensure the Flood Emergency Response Strategy and Detailed Environmental Site Assessment Report are exhibited alongside the planning proposal
3. Public exhibition is required under section 3.34(2)(c) and clause 4 of Schedule 1 to the Act as follows:
  - (a) the planning proposal is categorised as complex as described in the *Local Environmental Plan Making Guideline* (Department of Planning and Environment, August 2023) and must be made publicly available for a minimum of 30 working 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 *Local*

*Environmental Plan Making Guideline* (Department of Planning and Environment, August 2023).

4. Consultation is required with the following public authorities and government agencies under section 3.34(2)(d) of the Act and/or to comply with the requirements of applicable directions of the Minister under section 9 of the Act:
  - Department of Climate Change, Energy, the Environment and Water (DCCEEW);
  - State Emergency Service NSW (SES NSW); and
  - Transport for NSW (TfNSW).Each public authority is to be provided with a copy of the planning proposal and any relevant supporting material via the NSW Planning Portal and given at least 30 working days to comment on the proposal.
5. 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).

Dated 4 March 2025



**Tina Chappell**  
Director, Local Planning (Central, West  
and South)  
Local Planning & Council Support  
Department of Planning, Housing and  
Infrastructure

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

PP-2024-2057 (IRF25/154)