

**Item Number: 2**

**1226 Victoria Road, Melrose Park**

**Section 8.3 Review of Determination of LDA2024/0062 seeking amendments to conditions of consent for approved road widening, new traffic signals and upgrades to intersection, including land subdivision, dedication and civil works**

**Report prepared by:** Senior Town Planner, Development Assessment

**Report approved by:** Senior Coordinator Development Assessment  
Acting Manager - Development Assessment

**City of Ryde  
Local Planning Panel Report**

<b>DA Number</b>	APL2025/0001
<b>Site Address &amp; Ward</b>	1226 Victoria Road, Melrose Park Also works on Victoria Road, Wharf Road and Marsden Road in the Ryde LGA West Ward
<b>Zoning</b>	SP2 Infrastructure (Classified Road) and R2 Low Density Residential
<b>Proposal</b>	Section 8.3 Review of Determination of LDA2024/0062 seeking amendments to conditions of consent for approved road widening, new traffic signals and upgrades to intersection, including land subdivision, dedication and civil works
<b>Property Owner</b>	SH Melrose PP Land P/L City of Ryde Council
<b>Applicant</b>	Sekisui House
<b>Report Author</b>	Shannon Butler - Senior Town Planner
<b>Lodgement Date</b>	15 January 2025
<b>Notification - No. of Submissions</b>	Application not required to be notified and no submissions received

<b>Cost of Works</b>	\$2,500,000 (no change to original cost)
<b>Reason for Referral to LPP</b>	Section 8.5 of the Environmental Planning and Assessment Act 1979: Development Application was determined by the Local Planning Panel.
<b>Recommendation</b>	Requested amendments to conditions partially supported.
<b>Attachments</b>	<ol style="list-style-type: none"> <li>1. Recommended conditions of consent with marked up changes</li> <li>2. Original Assessment Report and Attachments</li> <li>3. Correspondence from Transport for NSW</li> </ol>

## 1. EXECUTIVE SUMMARY

The subject application APL2025/0001 is a Section 8.3 Review of Determination of development consent No. LDA2024/0062 which was for road widening, new traffic signals, upgrades to intersection, land subdivision, land dedication and associated civil works. The Development application (LDA2024/0062) was approved by the Ryde Local Planning Panel (RLPP) on 5 December 2024 by way of a deferred commencement consent.

The Development Application LDA2024/0062 was determined by the RLPP as part of the works are proposed to occur over Council owned roads and the conflict of interest provision of the Local Planning Panels direction is applicable. This review of determination, in accordance with Section 8.5 of the Environmental Planning and Assessment Act 1979 and Schedule 1, Part 1 of Local Planning Panels Direction, is reported to the RLPP for determination.

The application seeks a review of Condition No. 1, being a deferred commencement condition, as well as Condition Nos. 11, 12, 26, 36 and 38. The report recommends supporting the applicant's requested changes to Condition Nos. 1, 26 and 38 and not supporting the applicant's request for changes to Condition Nos. 11, 12 and 36. The reasoning for the recommendations is detailed in the body of the report. The recommendations are informed by advice from internal Council stakeholders comprising Council's City Infrastructure – Traffic and Public Domain Teams.

It may be noted that the applicant has lodged a concurrent Class 1 Appeal to the NSW Land and Environment Court contending the conditions in the subject review application. Pending the outcome of the subject review application, the applicant would have the option of discontinuing the Class 1 Appeal or proceeding with the Section 34 Conference scheduled for 11 April 2025 and any subsequent meetings/hearings scheduled by the Court.

The subject review is limited to seeking changes to conditions of consent only. Given that the application does not seek to review the decision of the Panel on 5 December 2024 to approve the application and that the plans assessed in the original application are unchanged, discretion was taken by the assessment officer in deciding not to notify or advertise the application. Hence, no submissions were received.

## 2. THE SITE

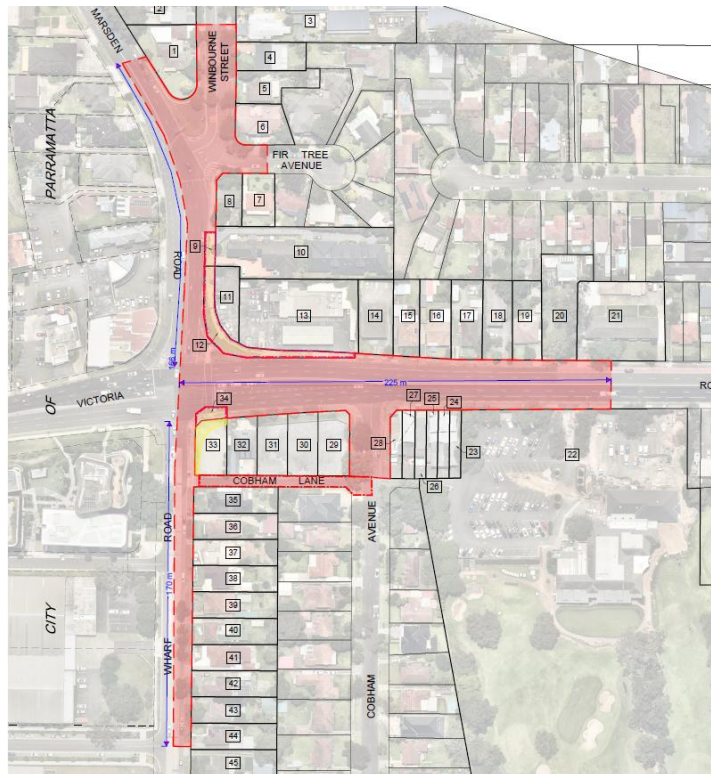
Victoria Road is a classified State Road and divided carriageway with three eastbound lanes and three westbound lanes. Victoria Road acts as a major east-west connection providing

access to Sydney to the East and Parramatta to the West. The proposed Victoria Road upgrade works are required to enable further development of the Melrose Park precinct, within the Parramatta Local Government Area (LGA). The site within which works are proposed within the City of Ryde LGA is as follows:

- 1226 Victoria Road, Melrose Park (Lot 10 DP128851).

This lot has been cleared of any structures and is predominately free of vegetation. The remainder of the works within the Ryde LGA are proposed within existing road reserves under the control of both City of Ryde Council and Transport for NSW.

The road works include significant traffic and capacity improvements, road alignment adjustments, traffic control signal (TCS) modifications, drainage upgrades and utilities adjustments.



**Figure 1** – Plan showing extent of proposed works in the Ryde LGA in red shading

### 3. THE REVIEW

The applicant seeks a review of the determination pursuant to Section 8.2 of the Environmental Planning and Assessment Act 1979. The application does not seek to review the decision, however, seeks to contend a number of conditions of consent imposed in LDA2024/0062, principally the deferred commencement condition.

The following table summarises the conditions of consent contended in the application:

Condition number and title	Condition content	Requested amendment
<b>1, TfNSW Confirmation</b>	<i>The applicant shall submit formal correspondence from Transport for NSW (TfNSW) to Council indicating when the final upgrades of the Victoria</i>	Deletion of the condition is requested.

<b>Letter</b> (deferred commencement)	<i>Road/Marsden Road/Wharf Road intersection will be commenced as per the Voluntary Planning Agreement (VPA) between the applicant and TfNSW. The final upgrades are to be in accordance with Figure 7.5 of the approved Melrose Park Transport Management and Accessibility Plan (TMAP) prepared by Jacobs dated 29 January 2019 including the provision of dual right turn lanes and a single left turn lane on Wharf Road onto Victoria Road and a dedicated left turn lane along the westbound kerbside of Victoria Road onto Wharf Road.</i>	
<b>11. Design Certificate for Public Domain Improvements</b>	<p><i>Before the issue of the relevant construction certificate, public domain plans are required to be prepared and approved by Council. The plan must include:</i></p> <p><i>(c) All new telecommunication and utility services are to be placed underground along the development Street frontages. The relocation/adjustment of all public utility services affected by the proposed works is the sole responsibility of the applicant. Written approval from the applicable Public Authority shall be submitted to Council along with the public domain plans submission prior to undertaking any utility connection works within the Council Public Domain. The public utility cover requirements shall be based on the approved Finished Surface Levels for the footpath, driveways and kerb ramps. Electricity undergrounding requirements specified in the Ausgrid Network Standards NS130 and NS156 are to be met.</i></p>	Deletion of the requirement for the undergrounding of telecommunication and utility services is requested.
<b>12. Design Certificate for Public Infrastructure Improvements</b>	<p><i>Before the issue of the relevant construction certificate, public infrastructure plans are required to be prepared by a Chartered Civil Engineer (registered on the NER of Engineers Australia) are to be submitted to and approved by Council's City Infrastructure Directorate. Confirmation of Council approval is to be provided to the principal certifier. The plans shall be in accordance with City of Ryde DCP 2014 Part 8.5 — Public Civil Works, and DCP 2014 Part 8.2 — Stormwater Management, where applicable and must include:</i></p> <p><i>c. Full width road pavement is required to be reconstructed between the crown and kerbside boundary up to the Appleroth Street intersection, starting from Victoria Road</i></p> <p><i>e. All existing utility services must be undergrounded and new Street Lighting must be provided to meet current Australian Standards where applicable. All</i></p>	<p>In relation to Point c, the applicant seeks the rewording of this point to the following:</p> <p>c. The road pavement is required to be reconstructed, resurfaced or rehabilitated in accordance with the TfNSW detailed design between the crown and kerbside boundary up to 15m past the Wykoff Lane intersection,</p>

	<i>utility adjustments and relocations are at the expense of the applicant.</i>	starting from Victoria Road.  In relation to point e, the applicant seeks the deletion of the requirement for the undergrounding of utility services.
<b>26. Hold points during construction (public domain)</b>	<p><i>While site work is being carried out in the Public Domain, inspections are to be undertaken by a Chartered Civil Engineer (registered on the NER of Engineers Australia), at the following hold points with certification from the Engineer provided to Council and the principal certifier, at each stage of the inspection listed below, within 24 hours following completion of the relevant stage/s. The certificates must contain photographs of the works in progress and a commentary of the inspected works, including any deficiencies and rectifications that were undertaken. Prior to the commencement of construction and following the set-out on site of the position of the civil works to the levels shown on the approved civil drawings.</i></p> <p><i>At the time of the completion of the works, for areas within the TfNSW Works Approval zone and for which will be a Council asset, all relevant documentation that is subject to the Works Authorisation Deed (WAD) with TfNSW will be provided to Council and the principal certifier. A Council inspection may also occur at that stage.</i></p>	The applicant seeks to reword this condition to make it applicable to works that sit outside the TfNSW WAD approval footprint.
<b>36. Registered surveyor final certificate</b>	<i>Upon completion of all construction works, and before the issue of any occupation certificate, Certification from a Registered Surveyor must be prepared to the satisfaction of Council, stating that all works (above and below ground) are contained within the site's boundary.</i>	The applicant seeks to reword this condition to make it applicable to works that sit outside the TfNSW WAD approval footprint.
<b>38. Council road pavement dilapidation fee</b>	<p><i>Prior to the issue of any occupation certificate, a Road Pavement Dilapidation Fee is payable to Council (as per Council's fees and charges). This payment is to offset the significant acceleration of the serviceable lifespan of Council road pavement resulting from dilapidation during demolition and construction phases of the development works. The following documentation is to be provided to Council to enable calculation of the fee:</i></p> <ul style="list-style-type: none"> <li><i>Approved Construction Traffic Management Plan (CTMP) detailing approved routes of heavy vehicles to and from the site during the demolition and construction phases.</i></li> </ul>	The applicant contends that this condition is invalid as upon review of Council's Schedule of Fees and Charges, the Road Pavement and Dilapidation Fee is applicable to 'large scale developments' and charged at a rate based on Gross



	<i>The fees calculated by Council from the above documentations must be paid by the Applicant prior to issue of any occupation certificate.</i>	Floor Area (GFA). The scope of the DA does not include any development with GFA and the term 'large scale development' in undefined. Deletion of the condition is requested.
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Detailed justification for the requested changes to the conditions and Council's position and responses are provided in the body of the report.

#### 4. BACKGROUND

##### Application History

<b>5 December 2024</b>	Deferred Commencement consent No. LDA2024/0062 was granted by the Ryde Local Planning Panel for road widening, new traffic signals and upgrades to intersection, including land subdivision, dedication and civil works.
<b>15 January 2025</b>	Subject review application lodged with Council. The application was not notified and there were no requests for additional information during the assessment phase.

#### 5. STATUTORY PROVISIONS

##### 5.1. Section 8.2 Review Considerations

Provision	Comment
<b>Section 8.2 Determinations and decisions subject to review</b>	
<p>1) <i>The following determinations or decisions of a consent authority under Part 4 are subject to review under this Division:</i></p> <p>a) <i>the determination of an application for development consent by a council, by a local planning panel, by a Sydney district or regional planning panel or by any person acting as delegate of the Minister (other than the Independent Planning Commission or the Planning Secretary),</i></p> <p>b) <i>the determination of an application for the modification of a development consent by a council, by a local planning panel, by a Sydney district or regional planning panel or by any person acting as delegate of the Minister (other than the Independent Planning Commission or the Planning Secretary),</i></p> <p>c) <i>the decision of a council to reject and not determine an application for development consent.</i></p>	The subject application is prescribed as a type pursuant to Section 8.2(1)(a).

Provision	Comment
<p>2) <i>However, a determination or decision in connection with an application relating to the following is not subject to review under this Division:</i></p> <p>a) <i>a complying development certificate,</i>  b) <i>designated development,</i>  c) <i>Crown development (referred to in Division 4.6).</i></p>	<p>The review is of a development application (LDA2024/0062) which was not a designated development or Crown development.</p>
<b>Section 8.3 Application for and conduct of review</b>	
<p>1. <i>An applicant for development consent may request a consent authority to review a determination or decision made by the consent authority. The consent authority is to review the determination or decision if duly requested to do so under this Division.</i></p>	<p>The application does not seek to review the decision but seeks the review of a number of conditions of consent.</p>
<p>2. <i>A determination or decision cannot be reviewed under this Division:</i></p> <p>a) <i>after the period within which any appeal may be made to the Court has expired if no appeal was made, or</i>  b) <i>after the Court has disposed of an appeal against the determination or decision.</i></p>	<p>The application was determined on 5 December 2024 and uploaded on the Planning Portal on 9 December 2024.</p> <p>The lapsing date for the review period is 9 June 2025.</p>
<p>3. <i>In requesting a review, the applicant may amend the proposed development the subject of the original application for development consent or for modification of development consent. The consent authority may review the matter having regard to the amended development, but only if it is satisfied that it is substantially the same development.</i></p>	<p>The application does not seek to amend the originally approved development. The subject of the review is the conditions of consent.</p>
<p>4. <i>The review of a determination or decision made by a delegate of a council is to be conducted:</i></p> <p>a) <i>by the council (unless the determination or decision may be made only by a local planning panel or delegate of the council), or</i>  b) <i>by another delegate of the council who is not subordinate to the delegate who made the determination or decision.</i></p>	<p>The Local Planning Panel is the consent authority for the original DA and the subject review application.</p>
<b>Section 8.4 Outcome of review</b>	
<p><i>After conducting its review of a determination or decision, the consent authority may confirm or change the determination or decision.</i></p>	<p>As a consequence of the review, it is recommended that some of the conditions contended by the applicant be deleted and some amended.</p>
<b>Section 8.5 Miscellaneous provisions relating to reviews</b>	
<p>1) <i>The regulations may make provision for or with respect to reviews under this Division, including:</i></p> <p>a) <i>specifying the person or body with whom applications for reviews are to be lodged and by whom applications for reviews and the results of reviews are to be notified, and</i>  b) <i>setting the period within which reviews must be finalised, and</i>  c) <i>declaring that a failure to finalise a review within that time is taken to be a confirmation of the determination or decision subject to review.</i></p>	<p>The original applicant has lodged the review of determination application, and this review was being undertaken by a Senior Town Planner.</p> <p>The assessment of the application has been finalised and the</p>

Provision	Comment
	determination can be made within the statutory time frame of six months.
2) <i>The functions of a consent authority in relation to a matter subject to review under this Division are the same as the functions in connection with the original application or determination.</i>	The subject review is to be determined by the RLPP (with alternative chair and panel members than those which determined LDA2024/0062).
3) <i>If a decision to reject an application for development consent is changed on review, the application is taken to have been lodged on the date the decision is made on the review.</i>	N/A
4) <i>If a determination is changed on review, the changed determination replaces the earlier determination on the date the decision made on the review is registered on the NSW planning portal.</i>	Noted – the determination is recommended to change the earlier determination to support the proposal.
5) <i>Notice of a decision on a review to grant or vary development consent is to specify the date from which the consent (or the consent as varied) operates.</i>	The notice of determination will include a specified date.
6) <i>A decision after the conduct of a review is taken for all purposes to be the decision of the consent authority.</i>	Noted.
7) <i>If on a review of a determination the consent authority grants development consent or varies the conditions of a development consent, the consent authority is entitled (with the consent of the applicant and without prejudice to costs) to have an appeal against the determination made by the applicant to the Court under this Part withdrawn at any time prior to the determination of that appeal.</i>	Noted. The applicant has lodged an appeal to the Court under this Part and has the option to withdraw the appeal pending the decision of the Panel.

### Consideration of Conditions Contended

The following table outlines the conditions of consent which are contended by the applicant and Council's response. Attachment No. 1 details the recommended changes to the original conditions of consent in **bold** and ~~strikethrough~~ text.



Condition No. and title	Relevant Condition Content	Applicant's Requested Amendment and Reasoning	Council Response
<b>1. TfNSW Confirmation Letter</b> (deferred commencement)	<i>The applicant shall submit formal correspondence from Transport for NSW (TfNSW) to Council indicating when the final upgrades of the Victoria Road/Marsden Road/Wharf Road intersection will be commenced as per the Voluntary Planning Agreement (VPA) between the applicant and TfNSW. The final upgrades are to be in accordance with Figure 7.5 of the approved Melrose Park Transport Management and Accessibility Plan (TMAP) prepared by Jacobs dated 29 January 2019 including the provision of dual right turn lanes and a single left turn lane on Wharf Road onto Victoria Road and a dedicated left turn lane along the westbound kerbside of Victoria Road onto Wharf Road.</i>	<p>The applicant requests the deletion of the deferred commencement condition as they believe it is:</p> <ol style="list-style-type: none"> <li>1. Inconsistent with the NSW DPHI Guide to Writing Conditions of Consent (August 2024) for the use of deferred commencement conditions;</li> <li>2. Inconsistent with relevant case law related to the implementation and application of deferred commencement conditions;</li> <li>3. Places a potentially unachievable onus on the Applicant for, and creates a DA dependency on, confirmation of State Agency project timing and prescription of completion of TfNSW road upgrades – where the Applicant has no ability to compel a third party State Agency to perform the expectation and achieve the outcome identified in the condition, notably for works outside the scope of the Development Application as submitted;</li> <li>4. Unreasonable, given the Applicant's obligation for the provision of State public infrastructure is prescribed and limited within the requirements of the State VPA to the interim works and provision of contributions to TfNSW for the residual</li> </ol>	<p>The TfNSW letter dated 18 December 2024 (refer to Attachment 3) indicates that <i>"the 'ultimate' layout will be performed by others when land becomes available. i.e. Victoria Road frontages and 8 Wharf Road"</i>.</p> <p>Council has undertaken SIDRA modelling for the intersection of Marsden Road / Victoria Road / Wharf Road for two scenarios: a) With the proposed interim layout when the whole Melrose Park Precinct is fully developed; b) With the ultimate layout based on the approved TMAP when the whole Melrose Park Precinct is fully developed. The results of the SIDRA modelling reveal that the delay and queue length on Wharf Road will be lesser based on the proposed interim layout compared to the ultimate layout based on the approved TMAP.</p> <p>Further to the above considerations and based on a review of the application by Council's City Infrastructure – Traffic team, <b>no objection is raised to the deletion of the deferred commencement condition.</b></p>

		<p>road works. The condition unreasonably reaches beyond the State VPA and the scope of the Development Application as submitted; and</p> <p>5. Requires the design of the road works to comply with the TMAP which is beyond the scope of works identified in the Development Application, as submitted and beyond the authority of the Proponent in respect of directing functions of a third-party State Agency. This requirement has failed to remain consistent with the interim and ultimate road works arrangements established under the State VPA, and fails to recognise the detailed road design that would be undertaken as part of the TfNSW Works Authorisation Deed (WAD) process, as documented in the Development Application, as submitted.</p> <p>6. The Consent cannot bind or compel TfNSW to act as it is not a party to the Development Application.</p>	
<b>11. Design certificate for public domain improvements</b>	<i>Before the issue of the relevant Construction Certificate, public domain plans are required to be prepared and approved by</i>	<p>The condition is unreasonable to the extent that it:</p> <ul style="list-style-type: none"> <li>– Requires undergrounding of all new telecommunications and utility services, when this is not consistent with the policy and strategy of the Asset owners, who are not party to the Development Application; and</li> </ul>	<p>Reference is made to the <i>Utility Coordination Plan – Prepared by Northrop</i> which identifies removal of the existing utility poles is necessary to facilitate the revised road widening layout. This provides the opportunity for the overhead utilities to be undergrounded.</p>

	<p><i>Council. The plan must include:</i></p> <p><i>(c) All new telecommunication and utility services are to be placed underground along the development Street frontages. The relocation/adjustment of all public utility services affected by the proposed works is the sole responsibility of the applicant. Written approval from the applicable Public Authority shall be submitted to Council along with the public domain plans submission prior to undertaking any utility connection works within the Council Public Domain. The public utility cover requirements shall be based on the approved Finished Surface Levels for the footpath, driveways and kerb ramps. Electricity undergrounding requirements specified in the Ausgrid Network Standards NS130 and NS156 are to be met.</i></p>	<p>– Is outside the nature, scale and extent of works being considered under this subject development application.</p> <p>It is requested that the condition be amended to delete the requirement for the undergrounding of telecommunication and utility services.</p>	<p>Relocation and installation of new overhead poles will not be supported by Council as this will compromise the pedestrian footpath/shared user path width.</p> <p>Based on a review of the application by Council's City Infrastructure – Public Domain team, <b>this condition is recommended to be retained.</b></p>
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<p><b>12. Design certificate for public infrastructure improvements</b></p>	<p><i>Before the issue of the relevant construction certificate, public infrastructure plans are required to be prepared by a Chartered Civil Engineer (registered on the NER of Engineers Australia) are to be submitted to and approved by Council's City Infrastructure Directorate. Confirmation of Council approval is to be provided to the principal certifier. The plans shall be in accordance with City of Ryde DCP 2014 Part 8.5 — Public Civil Works, and DCP 2014 Part 8.2 — Stormwater Management, where applicable and must include:</i></p> <p><i>c. Full width road pavement is required to be reconstructed between the crown and kerbside boundary up to the Appleroth Street intersection, starting from Victoria Road</i></p> <p><i>e. All existing utility services must be undergrounded and</i></p>	<p>The condition as worded is unreasonable as it does not recognise that, as previously outlined by the Applicant, the road pavements and conditions are subject to detailed pavement design and investigations during TfNSW detailed design. Pavements to be reconstructed and resurfaced / rehabilitated are determined during detailed design with TfNSW consistent with the pavement assessments completed for Victoria Road and relevant side roads as part of the wider VRUW works package.</p> <p>It is also unreasonable to the extent that it requires undergrounding of all existing utility services, when this is not consistent with the policy and strategy of the Asset owners, who are not party to the Development Application.</p> <p>It is requested that points (c) and (e) be amended as follows:</p> <p>(c) <del>Full width</del> <b>The road pavement</b> is required to be <b>reconstructed, resurfaced or rehabilitated in accordance with the TFNSW detailed design</b> between the crown and kerbside boundary up to the <b>15m past the Wykoff Lane intersection</b>, starting from Victoria Road.</p> <p>(e) <del>All existing utility services must be undergrounded and</del> New Street Lighting must be provided to meet current Australian Standards where applicable. All utility adjustments and relocations are at the expense of the applicant.</p>	<p>Point (c) – Road Pavement:</p> <ul style="list-style-type: none"> <li>- This condition applies to the road pavement along Wharf Road of which the City of Ryde Council is the asset owner. This section of pavement needs to be reconstructed to the satisfaction of Council.</li> <li>- TfNSW will determine the scope of the pavement reconstruction along Victoria Road and the signalised intersection.</li> <li>- Based on a review by Council's City Infrastructure – Public Domain team, <b>this point is recommended to be retained.</b></li> </ul> <p>Part (e) – Undergrounded Utilities:</p> <ul style="list-style-type: none"> <li>- The plans demonstrate significant realignment to the Wharf Road kerb line and grass verge between Victoria Road and Appleroth Street. This results in a reduced verge width and impacts on the footpath capacity. To maintain a safe pedestrian carriageway and no burden to residential driveway sightlines along the Ryde Council boundary of Wharf Road, undergrounded utilities are necessary to maintain the general safety of Wharf Road.</li> <li>- All overhead utility poles requiring amendment to facilitate the Victoria Road intersection upgrade are deemed an obstruction to public safety and must be undergrounded as part of this application.</li> </ul>
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	<i>new Street Lighting must be provided to meet current Australian Standards where applicable. All utility adjustments and relocations are at the expense of the applicant.</i>		<ul style="list-style-type: none"> <li>- The correspondence provided by the applicant is not issued by Ausgrid and is prepared by an independent electrical service provider. This recommendation letter is not considered valid to mitigate the safety of effected resident's driveway crossings.</li> <li>- Based on a review of the application by Council's City Infrastructure – Public Domain team, <b>this point is recommended to be retained.</b></li> </ul>
<b>26. Hold points during construction (public domain)</b>	<i>While site work is being carried out in the Public Domain, inspections are to be undertaken by a Chartered Civil Engineer (registered on the NER of Engineers Australia), at the following hold points with certification from the Engineer provided to Council and the principal certifier, at each stage of the inspection listed below, within 24 hours following completion of the relevant stage/s. The certificates must contain photographs of the works in progress and a commentary of the inspected works, including any deficiencies and rectifications that were undertaken. Prior to the commencement of construction and following the</i>	<p>The condition as presently worded is unreasonable as the works are covered by the WAD approval process for which TfNSW is the Roads Authority. Within this area TfNSW would have their own hold and inspection points TfNSW and Council are able to consult directly on completion of these works inside and outside the WAD area at Traffic Committee meetings.</p> <p>It is requested that “in areas beyond the TfNSW Works Approval zone” be added to the condition.</p>	<p>Contrary to the applicant's response, this is not an item that can be liaised in the Traffic Committee meetings.</p> <p>Based on a review of the application by Council's City Infrastructure – Public Domain team, <b>Council is able to amend the condition as per the applicant's request.</b></p>



	<p><i>set-out on site of the position of the civil works to the levels shown on the approved civil drawings.</i></p> <p><i>At the time of the completion of the works, for areas within the TfNSW Works Approval zone and for which will be a Council asset, all relevant documentation that is subject to the Works Authorisation Deed (WAD) with TfNSW will be provided to Council and the principal certifier. A Council inspection may also occur at that stage.</i></p>		
<b>36. Registered surveyor final certificate</b>	<p><i>Upon completion of all construction works, and before the issue of any occupation certificate, Certification from a Registered Surveyor must be prepared to the satisfaction of Council, stating that all works (above and below ground) are contained within the site's boundary.</i></p>	<p>The condition as presently worded is unreasonable as it creates a duplicative approval process for the works that are covered by the WAD approval process for which TfNSW is the Roads Authority. TfNSW and Council are able to consult directly on completion of these works inside and outside the WAD area at Traffic Committee meetings.</p> <p>It is requested that “<i>in areas beyond the TfNSW Works Approval zone</i>” be added to the condition.</p>	<p>Wharf Road, from the current road centreline is the under sole ownership of City of Ryde Council. The intention of this condition is to ensure all completed works are within the delegated boundaries and there is no land encroachment at the private boundaries along Wharf Road and Victoria Road.</p> <p>This item cannot be addressed at the Traffic Committee meetings as it pertains to a post-construction condition. The Local Traffic Committee serves solely as an advisory body with no decision-making authority. Its primary role is to provide technical review and guidance to the Council on matters related to traffic regulation as referred to it by the Council. Since this item does not involve a traffic regulation</p>

			<p>assessment but rather pertains to the review of construction compliance, it falls outside the committee's scope of responsibilities.</p> <p>This condition is not considered a duplication of the Works Authorisation Deed (WAD) process, as it is specifically intended to ensure compliance with the constructed scope. The WAD is a pre-construction process required before the commencement of works and is necessary for obtaining construction approval.</p> <p>Based on a review of the application by Council's City Infrastructure – Public Domain team, <b>it is recommended that the condition be retained.</b></p>
<b>38. Council road pavement dilapidation fee</b>	<p><i>Prior to the issue of any occupation certificate, a Road Pavement Dilapidation Fee is payable to Council (as per Council's fees and charges). This payment is to offset the significant acceleration of the serviceable lifespan of Council road pavement resulting from dilapidation during demolition and construction phases of the development works. The following documentation is to be provided to Council to enable calculation of the fee:</i></p> <ul style="list-style-type: none"> <li>• <i>Approved Construction Traffic</i></li> </ul>	<p>It is requested that the condition be deleted.</p> <p>This condition is invalid as, on review of the 2024/25 Council fees and charges the Road Pavement Dilapidation Fee is applicable to 'large scale developments' and charged at an (unknown) rate based on GFA. The scope of this DA does not include any development with GFA, and the term 'large scale development' is undefined.</p> <p>It is also uncertain as:</p> <ul style="list-style-type: none"> <li>– The condition does not include the formula, the rate, or how it would be applied to the development works – given there is no GFA applicable.</li> <li>– It is spatially undefined and does not limit itself to the CoR LGA.</li> </ul>	<p><b>The deletion of this condition is supported</b> by Council's City Infrastructure - Public Domain team, as the works area is adjacent to Victoria Road, which is a state road. As this development does not incorporate any dwellings, the fee cannot be calculated based on the development GFA.</p>

	<p><i>Management Plan (CTMP) detailing approved routes of heavy vehicles to and from the site during the demolition and construction phases.</i></p> <p><i>The fees calculated by Council from the above documentations must be paid by the Applicant prior to issue of any Occupation Certificate.</i></p>	<p>– It does not demonstrate how the fee is apportioned to the development works, based on the proposed duration of works and scale in relation to surrounding works utilising the same haulage routes.</p> <p>Its inclusion in the consent is unreasonable given it would appear to be seeking payment of a fee for a scope of works that sits outside of the extent of works subject to this development application.</p>	
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## **5.2 Section 4.15(1) Matters for consideration**

### **(a) The provisions of:**

#### **(i) Any environmental planning instrument**

##### **State and Sydney Regional Environmental Planning Policies**

All relevant matters for consideration under this section have been addressed under the assessment of the original development application (LDA2024/0062).

The Assessment Report for LDA2024/0062 is attached (**Attachment 2**) for further details.

##### **Ryde Local Environmental Plan 2014 (RLEP 2014)**

All relevant matters for consideration under this section have been addressed under the assessment of the original development application (LDA2024/0062).

The Assessment Report for LDA2024/0062 is attached (**Attachment 2**) for further details.

#### **(ii) Any proposed instrument (Draft LEP, Planning Proposal)**

There are no relevant draft Environmental Planning Instruments for consideration.

#### **(iii) Any development control plan**

##### **Ryde Development Control Plan 2014 (RDCP 2014)**

All relevant matters for consideration under this section have been addressed under the assessment of the original development application (LDA2024/0062).

The Assessment Report for LDA2024/0062 is attached (**Attachment 2**) for further details.

#### **(iv) The Regulation**

##### **Any matters prescribed by the Regulation**

The conditions imposed in the parent consent in relation to matters prescribed by the Regulations are maintained.

### **(b) The likely impacts of that development, including environmental impacts on both the natural and built environments, and social and economic impacts in the locality**

The review does not alter the findings of the original assessment report in relation to the impacts of the development on the natural and built environments and social and economic impacts in the locality.

The development is considered satisfactory in terms of environmental impact.

### **(c) The suitability of the site for the development**

The review does not alter the findings of the original assessment report in relation to the suitability of the site for the development.

**(d) Any submissions made in accordance with this Act or the regulations**

Given that the application does not seek to review the decision of the Panel on 5 December 2024 to approve the application and that the plans assessed in the original application are unchanged, discretion was taken by the assessment officer not to notify or advertise the application. Hence, no submissions were received.

**Referrals**

The application was referred to the following stakeholders and their comments have formed part of the assessment:

Referral Body	Comments Received
City Infrastructure – Traffic	Amendments to their conditions recommended as detailed earlier in this report.
City Infrastructure – Public Domain	Amendments to their conditions recommended as detailed earlier in this report.

**(e) The public interest**

The application does not alter the findings of the original assessment report in relation to the public interest.

**Development Contributions**

The City of Ryde Section 7.11 and Section 7.12 Contributions Plans apply to this site. These plans calculate a contribution given the anticipated increase in demand to local infrastructure which is calculated off an increase in residential units or gross floor area. As this development does not propose any increase in residential units or GFA, no Council contribution is required to be paid under Sections 7.11 or 7.12.

The NSW Housing Productivity Contribution commenced on 1 October 2023. This contribution is calculated based off an increase in residential or commercial floor space. This development application does not propose an increase in either, hence, the contribution is not applicable in this instance.

**6. CONCLUSION**

After consideration of the development against Section 4.15 and Division 8.2 of the Environmental Planning and Assessment Act 1979, and the relevant statutory and policy provisions, the proposal is considered to be suitable for the site and is not contrary to the public interest. It is recommended that the conditions of consent be amended as detailed in the body of the report and in **Attachment 1**. The review application does not alter the reasons for the approval of the original application.

**7. RECOMMENDATION**

- a) That the Ryde Local Planning Panel (RLPP), as the consent authority, grant development consent to APL2025/0001 for Review of Development Application No. LDA2024/0062 for road widening, new traffic signals and upgrades to intersection, including land subdivision, dedication and civil works at 1226 Victoria Road, Melrose Park by:
  - (i) Deleting/amending Condition Nos. 1 (deferred commencement), 26 and 38; and
  - (ii) Maintaining Condition Nos. 11, 12 and 36.



subject to the draft amended conditions contained in **Attachment 1**.

**Report prepared by:**

**Shannon Butler**  
**Senior Town Planner**

**Report approved by:**

**Holly Charalambous**  
**Senior Coordinator Development Assessment**

**Sohail Faridy**  
**Acting Manager Development Assessment**

Attachment 1 – Original conditions of consent with marked up recommended changes

NOTE: Recommended changes are marked with bold text, yellow highlight and strikethrough

SCHEDULE A

DEFERRED COMMENCEMENT CONDITION

	Condition
	(A) Pursuant to Section 4.16 of the Environmental Planning and Assessment Act 1979, a deferred commencement consent is granted to LDA2024/0062, subject to the following condition of consent:
1)	<b>TfNSW Confirmation Letter</b> The applicant shall submit formal correspondence from Transport for NSW (TfNSW) to Council indicating when the final upgrades of the Victoria Road/Marsden Road/Wharf Road intersection will be commenced as per the Voluntary Planning Agreement (VPA) between the applicant and TfNSW. The final upgrades are to be in accordance with Figure 7.5 of the approved Melrose Park Transport Management and Accessibility Plan (TMAP) prepared by Jacobs dated 29 January 2019 including the provision of dual right turn lanes and a single left turn lane on Wharf Road onto Victoria Road and a dedicated left turn lane along the westbound kerbside of Victoria Road onto Wharf Road. <b>Condition Reason:</b> To ensure appropriate traffic management.
	(B) Written evidence that the matter identified in deferred commencement condition (A) (1) above has been satisfied, must be submitted to Council within twelve (12) months from the date of this development consent, failing which, this development consent <b>will lapse</b> pursuant to Section 4.53 (6) of the Environmental Planning and Assessment Act 1979.
	(C) This Development Consent will not operate until such time that the Council notifies the Applicant in writing that that deferred commencement consent condition (A) (1) above has been satisfied; and
	(D) Upon Council giving written notification to the Applicant that deferred commencement consent condition (A) (1) above has been satisfied, the development consent will become operative from the date of that written notification, subject to the following conditions of consent in Schedule B.

SCHEDULE B

GENERAL CONDITIONS

	Condition
1)	<b>Approved plans and supporting documentation</b> Development must be carried out in accordance with the following approved plans and documents, except where the conditions of this consent expressly require otherwise, subject to final TfNSW approval. <div>Approved plans</div>

	Condition				
	Plan Number	Revision Number	Plan Title	Drawn by	Date of Plan
	1115	3	General Arrangement Plan Sheet 05	Northrop	30/08/2024
	1121	3	General Arrangement Plan Sheet 11	Northrop	30/08/2024
	1118	2	General Arrangement Plan Sheet 06	Northrop	03/11/2023
	1120	2	General Arrangement Sheet 10	Northrop	03/11/2023
	41367 196DP	-	Plan of Proposed Subdivision of Lot 10 in DP 128851	LTS	12/02/2024
	Approved documents				
	Document Title		Revision Number	Prepared by	Date of document
	Melrose Park Victoria Road Upgrade Works – AIMSUN Modelling		2	Ason Group	30/08/2024
	Road Safety Review		-	CCHD	29/08/2024
	Transport Management and Accessibility Plan		-	Jacobs	24/01/2019
	Construction Traffic Management Plan		-	Aspect	March 2024
	Strategic Design Report		02	Northrop	01/11/2023
	Arboricultural Impact Assessment		-	Accurate Tree Assessment	December 2023
	In the event of any inconsistency with the approved plans and a condition of this consent, the condition prevails.				
	<b>Condition Reason:</b> To ensure all parties are aware of the approved plans and supporting documentation that applies to the development				
2)	<b>Sediment and Erosion Control measures</b>				
	Erosion and sediment control measures are to be installed in accordance with the publication 'Urban Stormwater: Soils and Construction "The Blue Book" 2004 (4th edition) prior to the commencement of any demolition, excavation or construction works upon the site. These measures are to be maintained throughout the entire works.				
	<b>Condition Reason:</b> To ensure soil and water management controls are in place before site works commence.				
3)	<b>Land Boundary / Cadastral Survey</b>				

	<p>If any design work relies on critical setbacks from land boundaries or subdivision of the land is proposed, it is a requirement that a land boundary / cadastral survey be undertaken to define the land.</p> <p>The land boundaries should be marked or surveyed offset marks placed prior to the commencement of any work on site.</p> <p><b>Condition reason:</b> To ensure that the approved development is built in accordance with the stamped approved plans.</p>
4)	<p><b>Public utilities and service alterations</b></p> <p>All utility mains, services, poles and pillars which require alteration due to works associated with the development, must be altered at the cost of the person acting on the consent. The person acting on the consent must comply with the requirements (including financial costs) of the relevant utility provider (e.g. Ausgrid, Energy Australia, Sydney Water, Telstra, TfNSW, Jemena, NBN, Council, etc.) in relation to any connections, works, repairs, relocation, replacement and/or adjustments to public infrastructure or services affected by the development.</p> <p><b>Condition reason:</b> Protection of infrastructure and compliance with the requirements of the relevant authorities.</p>
5)	<p><b>Traffic management</b></p> <p>Traffic management procedures and systems must be in place and practised during the works period to ensure safety and minimise the impact on adjoining pedestrian and vehicular traffic systems in accordance with AS 1742.3 - 2019 and Council's DCP Part 8.1 (Construction Activities).</p> <p><b>Condition reason:</b> To ensure that appropriate procedures are in place to assist with the safety of all affected road users within the public domain when works are being undertaken.</p>
6)	<p><b>Road activity permits</b></p> <p>Prior to carrying out any work in, on or over a road reserve or on local roads, consent from Council is required as per the Roads Act 1993. The person acting on the consent is required to review the "Road Activity Permits Checklist" (available from Council's website: <a href="https://www.ryde.nsw.gov.au/files/assets/public/forms-and-documents/2023-07-road-activity-permits-checklist.pdf">https://www.ryde.nsw.gov.au/files/assets/public/forms-and-documents/2023-07-road-activity-permits-checklist.pdf</a>) and apply for the relevant permits for approval by Council. Types of road activity permits potentially required including Road Use Permit, Work Zone Permit, Road / Footpath / Driveway / Nature Strip / Kerb and Gutter Opening Permit, Temporary Placement of Elevated Tower, Crane or Concrete Pump, Operation of a Crane Over Air Space Permit, Construction Hoarding Permit and Skip Bin on Nature Strip Permit. Penalties apply for failure to comply.</p> <p><b>Condition reason:</b> To ensure the amenity and state of the public domain is maintained.</p>
7)	<p><b>Road and active transport upgrades</b></p> <p>The following traffic mitigation works are required to be delivered by the person acting on this consent at no cost to Council, subject to TfNSW approval:</p> <ol style="list-style-type: none"> <li>1. Raised median island on Wharf Road from Victoria Road up to Wykoff Lane.</li> <li>2. 'Keep Clear' pavement marking at the intersection of Marsden Road and Winbourne Street along the whole southbound lanes of Marsden Road within the intersection.</li> </ol> <p><b>Condition reason:</b> To ensure appropriate traffic management works are completed.</p>
8)	<p><b>Oversize Overmass Vehicles Permit</b></p>

	An Oversize Overmass approval from the National Heavy Vehicle Regulator (NHVR) must be submitted to the principal certifier. The person acting on this consent must submit an application for an Oversize Overmass Permit through NHVR's portal ( <a href="http://www.nhvr.gov.au/about-us/nhvr-portal">www.nhvr.gov.au/about-us/nhvr-portal</a> ) prior to driving through local roads within the City of Ryde LGA.
	<b>Condition reason:</b> To ensure maintenance of Council's assets.
9)	<b>Transport for NSW Requirements</b>
	The development shall be undertaken in accordance with the Transport for NSW conditions outlined in the letter dated 23 May 2024 and attached to this consent as Appendix 1.
	<b>Condition Reason:</b> To ensure compliance with Transport for NSW requirements.

## BUILDING WORK

### BEFORE ISSUE OF A CONSTRUCTION CERTIFICATE

	Condition
10)	<b>Long Service Levy</b>
	Before the issue of the relevant construction certificate, the long service levy of 0.25% of the cost of works must be paid to the Long Service Corporation of Council under the <i>Building and Construction industry Long Service Payments Act 1986</i> , section 34, and evidence of the payment is to be provided to principal certifier.
	<b>Condition Reason:</b> To ensure the long service levy is paid.
11)	<b>Design Certificate for Public Domain Improvements</b>
	Before the issue of the relevant construction certificate, public domain plans are required to be prepared and approved by Council. The plan must include:
	(a) Footpath reconstruction as specified in the condition of consent for Public Infrastructure Improvements.
	(b) Any existing street trees being removed to be replaced in accordance with the Eastwood Street Tree Master Plan. Any replacement and newly designated tree species are subject to the approval of Council's tree management officer.
	Note: In designing the street tree layout, the consultant shall check and ensure that all new street trees are positioned such that there are no conflicts with the proposed street lights, utilities and driveway accesses. The proposed street lights will have priority over the street trees. All costs associated with the removal of existing street trees, where required, will be borne by the Developer.
	(c) All new telecommunication and utility services are to be placed underground along the development Street frontages. The relocation/adjustment of all public utility services affected by the proposed works is the sole responsibility of the applicant. Written approval from the applicable Public Authority shall be submitted to Council along with the public domain plans submission prior to undertaking any utility connection works within the Council Public Domain. The public utility cover



	Condition
	<p>requirements shall be based on the approved Finished Surface Levels for the footpath, driveways and kerb ramps.</p> <p>Electricity undergrounding requirements specified in the Ausgrid Network Standards NS130 and NS156 are to be met.</p> <p>(e) New street lighting serviced by metered underground power and on new lights poles shall be designed and installed to Australian Standard AS1158 Lighting for Roads and Public Spaces. Council's Infrastructure Services Department must be contacted prior to determine the minimum vehicular and pedestrian luminance categories along Wharf Road.</p> <p>All fees and charges associated with the review of these plan are to be paid (as per Council's Fees and Charges).The Council approved public domain plans and documentation are to be presented to the Principal Certifier.</p>
	<b>Condition Reason:</b> Provision and upgrade of public assets and to ensure compliance with Council's relevant Planning Instruments
12)	<p><b>Design Certificate for Public Infrastructure Improvements</b></p> <p>Before the issue of the relevant construction certificate, public infrastructure plans are required to be prepared by a Chartered Civil Engineer (registered on the NER of Engineers Australia) are to be submitted to and approved by Council's City Infrastructure Directorate. Confirmation of Council approval is to be provided to the principal certifier. The plans shall be in accordance with City of Ryde DCP 2014 Part 8.5 - Public Civil Works, and DCP 2014 Part 8.2 — Stormwater Management, where applicable and must include:</p> <p><b>Wharf Road Frontage:</b></p> <ol style="list-style-type: none"> <li>The footpath reconstruction scope on the eastern side of Wharf Road to be extended up to the Appleroth Street intersection. For works beyond the TfNSW Works Approval zone, the footpath along the Wharf Road frontage is to be replaced with a minimum 1.2m width, and maximum crossfall of 2.5% towards the kerb line, in accordance with the approval of Council's City Infrastructure department.</li> <li>The reconstruction of all kerb and gutter along the Wharf Road frontage beyond the TfNSW Works Approval zone. All proposed kerb profiles and realigned kerb setbacks are to be provided to ensure proper connections to existing kerb and gutter along the street frontage. A long section plan demonstrating the kerb invert, back of kerb and adjacent footpath levels needs to be provided to demonstrate adequate stormwater drainage along the kerb gutter.</li> <li>Full width road pavement is required to be reconstructed between the crown and kerbside boundary up to the Appleroth Street intersection, starting from Victoria Road</li> <li>All vehicular driveway crossings proposed for reconstruction within the Ryde LGA must be consulted with the adjoining property owners, and the design must be approved by City of Ryde prior to reconstruction. Written confirmation from the effected property owners will be required for any amendments to</li> </ol>

	Condition
	<p>their driveways. The relocation/adjustment of all public utility services affected by the proposed works shall be undertaken as part of the Development works.</p> <p>e. All existing utility services must be undergrounded and new Street Lighting must be provided to meet current Australian Standards where applicable. All utility adjustments and relocations are at the expense of the applicant.</p> <p>f. Beyond the TfNSW Works Approval Zone any traffic devices, road signage and linemarking details in the public domain must be in accordance with the approval of Council's Traffic &amp; Transport Services Department.</p> <p><b>Notes:</b></p> <p>1. The Applicant is advised to consider the finished levels of the public domain, including new or existing footpaths, prior to setting the boundary levels for all effected property owners along Wharf Road.</p> <p>2. Depending on the complexity of the proposed public domain works, the Council's review of each submission of the plans may take a minimum of six (6) weeks.</p> <p>3. Prior to submission to Council, the Applicant is advised to ensure that the drawings are prepared in accordance with the standards listed in the City of Ryde DCP 2014 Part 8-5 - Public Civil Works, Section 5 "Standards Enforcement". A checklist has also been prepared to provide guidance, and is available upon request to Council's City Infrastructure Directorate.</p> <p>4. City of Ryde standard drawings for public domain infrastructure assets are available on the Council website. Details that are relevant may be replicated in the public domain design submissions; however Council's title block shall not be replicated.</p> <p>All fees and charges associated with the review of this plan are to be paid (as per Council's Fees and Charges).The approval public domain plans and documentation are to be presented to the Principal Certifier.</p>
	<b>Condition Reason:</b> Provision and upgrade of public assets and to ensure compliance with Council's relevant Planning Instruments
13)	<p><b>Public domain works – Defects Liability Bond</b></p> <p>To ensure satisfactory restoration of the public domain infrastructure works, following completion of the development, for works beyond the TfNSW Works Approval zone, a public domain defects and security bond must be paid to Council in the form of a cash deposit or Bank Guarantee of \$160,000, prior to the issue of the construction certificate. The bond will only be refunded when the works are determined to be satisfactory to Council after the expiry of the 12 months defects liability period.</p> <p><b>Condition reason:</b> To ensure compliance with specifications and identification of defects not visible at final inspection.</p>
14)	<p><b>Anticipated assets register (changes to council assets)</b></p> <p>Before the issue of any construction certificate, an anticipated asset register is to be prepared to the satisfaction of Council's City Infrastructure Department with confirmation provided to the principal certifier. The anticipated asset register must include but not limited to the following:</p> <ul style="list-style-type: none"> <li>• new road pavements</li> <li>• new Multi-Function Poles (MFPs)</li> </ul>

	Condition
	<ul style="list-style-type: none"> <li>• new concrete footways</li> <li>• new street trees and tree pits (inventory of any removed trees also need to be included)</li> <li>• street furniture</li> <li>• bus shelters</li> <li>• kerb and gutter</li> <li>• driveways.</li> </ul>
	<b>Condition reason:</b> To record the anticipated civil works to be completed with the development.
15)	<b>Retaining Walls within Public Land</b> <p>Before the issue of a construction certificate, retaining walls design plans prepared by an appropriately qualified and practising structural engineer must be provided to Council for approval with confirmation provided to the principal certifier. The design plan must note that:</p> <ul style="list-style-type: none"> <li>• Retaining walls greater than 1000 mm high or retaining more than 600 mm of cut or fill proposed to be located within public land are to be designed by a Structural Engineer and must have subsoil drainage connected to the public drainage system.</li> </ul> <p>All components of any retaining walls, including subsoil drainage, must be located entirely within public land. The subsoil drainage lines of the retaining walls must be shown on the stormwater drainage concept plan.</p>
	<b>Condition reason:</b> To ensure public safety and protection of infrastructure.
16)	<b>Road safety audit</b> <p>Before the issue of the relevant construction certificate, a detailed design Road Safety Audit report on any new traffic and road upgrades must be submitted to the satisfaction of Council's Traffic Services Department. The Audit report must include the following information, at a minimum:</p> <ol style="list-style-type: none"> <li>1. Civil design of any new traffic and road upgrade; and</li> <li>2. Identification of any deficiencies in the design representing a safety risk to the public.</li> </ol> <p>The person acting on this consent is required to address all deficiencies identified within the Audit report to the satisfaction of Council. Confirmation of Council approval is to be provided to the principal certifier.</p>
	<b>Condition reason:</b> To ensure safety and amenity of all road users.
17)	<b>Construction pedestrian and traffic management plan</b> <p>Before the issue of a construction certificate, a Construction Pedestrian and Traffic Management Plan (CPTMP) shall be prepared by a suitably qualified traffic engineer and submitted to and approved by Council's Traffic Services Department. Confirmation of Council's acceptance of the CTMP is to be provided to the principal certifier.</p> <p>Truck movements are to be restricted to outside of peak weekday commuter periods between 7:00am – 9:00am and 4:00pm – 6:00pm to minimise impact on Wharf Road. Truck movements must be agreed with Council's Traffic Services Department prior to submission of the CPTMP.</p>

	Condition
	<p>All fees and charges associated with the review of this plan are to be paid in accordance with Council's Schedule of Fees and Charges with payment to be made prior to receipt of approval from Council's Traffic Services Department for the CPTMP.</p> <p>The CPTMP must include but not limited to the following:</p> <ol style="list-style-type: none"> <li>1. Provision for all construction materials to be stored on site, at all times.</li> <li>2. Specify construction truck routes and truck rates. Nominated truck routes are to be restricted to State Roads or non-light vehicle thoroughfare routes where possible.</li> <li>3. Make provision for parking onsite once the basement level parking is constructed. All Staff and contractors are to use the basement parking once available.</li> <li>4. Specify the number of truck movements to and from the site associated with the construction works. Temporary truck standing / queuing in a public roadway / domain in the vicinity of the site are not permitted unless approved by Council's Traffic Services Department.</li> <li>5. Include Traffic Control Plan(s)/Traffic Guidance Scheme(s) prepared by a SafeWork NSW accredited designer for any activities involving the management of vehicle and pedestrian traffic and results in alterations to the existing traffic conditions in the vicinity of the site.</li> <li>6. Specify appropriate parking measures for construction staff and sub-contractors to minimise the impact to the surrounding public parking facilities.</li> <li>7. Specify that a minimum fourteen (14) days notification must be provided to adjoining property owners prior to the implementation of any temporary traffic control measure.</li> <li>8. Include a site plan showing the location of any site sheds, location of requested Work Zones, anticipated use of cranes and concrete pumps, structures proposed on the footpath areas (hoardings, scaffolding or shoring) and any tree protection zones around Council street trees.</li> <li>9. Take into consideration the combined construction activities of other development(s) and/or roadworks in the surrounding area. To this end, the consultant preparing the CPTMP must engage and consult with relevant stakeholders undertaking such works within a 250m radius of the subject site to ensure that appropriate measures are in place to prevent the combined impact of construction activities. These communications must be documented and submitted to Council prior to work commencing on site.</li> <li>10. Specify spoil management process and facilities to be used on site.</li> <li>11. Specify that the roadway (including footpath) must be kept in a serviceable condition for the duration of construction. At the direction of Council, undertake remedial treatments such as patching at no cost to Council.</li> <li>12. Comply with relevant sections of the following documents: <ul style="list-style-type: none"> <li>• The Australian Standard <i>Manual of Uniform Traffic Control Devices</i> (AS1742.3-2019),</li> <li>• TfNSW' <i>Traffic Control at Work Sites</i> technical manual; and</li> </ul> </li> </ol>

	Condition
	<ul style="list-style-type: none"> <li>Part 8.1 of City of Ryde <i>Development Control Plan 2014: Construction Activities</i>.</li> </ul>
	<b>Condition reason:</b> To ensure safety and amenity of all road users.
18)	<b>Traffic control device(s) (approval)</b> Before the issue of a construction certificate, detailed engineering design plans must be prepared to the satisfaction of Council's Traffic Services Department for endorsement for Ryde Traffic Committee and subsequent approval by Council (by Council Resolution). Details of this approval are to be provided to the principal certifier. The engineering design plans must include: <ol style="list-style-type: none"> <li>1. Raised median island on Wharf Road from Victoria Road up to Wykoff Lane, subject to TfNSW approval.</li> <li>2. 'Keep Clear' pavement marking at the intersection of Marsden Road and Winbourne Street along the whole southbound lanes of Marsden Road within the intersection.</li> </ol> <p>Note: The person acting on the consent is advised that Ryde Traffic Committee generally meets once a month. As such, adequate time should be allowed for the review and approval process.</p> <p>All fees and charges associated with the review of this plan are to be paid (as per Council's fees and charges).</p>
	<b>Condition reason:</b> To ensure maintenance of traffic flow and safety on the surrounding road network.

### PRIOR TO COMMENCEMENT OF CONSTRUCTION

	Condition
19)	<b>Payment of fees</b> Before any site work commences, the following must be paid to council and written evidence of these payments provided to the principal certifier: <ol style="list-style-type: none"> <li>1. Infrastructure Restoration and Administration Fee</li> </ol>
	<b>Condition Reason:</b> To ensure fees are paid for inspections carried out by council in connection with the completion of public work such as footway construction or stormwater drainage required in connection with the consent or the making good of any damage to council property.
20)	<b>Pre-Construction Dilapidation Report</b> To ensure Council's infrastructure is adequately protected a pre-construction dilapidation report on the existing public infrastructure in the vicinity of the proposed development and along the travel routes of all construction vehicles, up to 100m either side of the development site, is to be submitted to Council. The report shall detail, but not be limited to, the location, description and photographic record (in colour) of any observable defects to the following infrastructure where applicable. <ol style="list-style-type: none"> <li>(a) Road pavement,</li> <li>(b) Kerb and gutter,</li> <li>(c) Footpath,</li> </ol>



	Condition
	<p>(d) Drainage pits, (e) Traffic signs, and (f) Any other relevant infrastructure.</p> <p>The report is to be dated and submitted to, and approved by Council's City Infrastructure Directorate, prior to any work commencing.</p> <p>All fees and charges associated with the review of this report shall be in accordance with Council's Schedule of Fees and Charges and shall be paid at the time of the Dilapidation Report is submitted. An acknowledgement notification will be issued by Council once the relevant fees are received and the report is considered satisfactory.</p> <p><b>Condition reason:</b> To ensure protection of Council's infrastructure.</p>
21)	<p><b>Notice of intention to commence public domain works</b></p> <p>Before any public domain works commence, a Notice of Intention to Commence Public Domain Works must be submitted to Council's City Infrastructure Department and the principal certifier. This Notice must include the name of the Contractor who will be responsible for the construction works, and the name of the Supervising Engineer who will be responsible for providing the certifications required at the hold points during construction, and also obtain all Road Activity Permits required for the works.</p> <p><b>Condition reason:</b> To ensure compliance and record of works.</p>
22)	<p><b>Notification of adjoining owners and occupiers (public domain works)</b></p> <p>Before any public domain works commence, written notification must be provided to the adjoining owners and occupiers of the public domain works a minimum of two weeks prior to commencement of construction and copy of this letter is to be provided to the principal certifier. The notice is to include a contact name and number should they have any enquiries in relation to the construction works. The duration of any interference to neighbouring driveways must be minimised; and driveways must be returned to the operational condition as they were prior to the commencement of works, at no cost to the adjoining owners.</p> <p><b>Condition reason:</b> To ensure compliance and record of works.</p>
23)	<p><b>Pre-construction inspection</b></p> <p>Before any public domain works commence, a joint inspection to the discuss the proposed scope of public domain civil work with Council's Activation and Compliance Engineer from City Infrastructure Department prior to commencement of any public domain works.</p> <p>Note: Minimum 48-hour notice is required when booking the joint inspection.</p> <p><b>Condition reason:</b> To ensure compliance and communicate Council's requirements.</p>
24)	<p><b>Road occupancy licence</b></p> <p>Before any site works commences for any works beyond the TfNSW Works Approval zone, a Road Occupancy Licence (ROL) obtained from NSW Transport Management Centre must be submitted to Council's Traffic Services Department and the principal certifier for any works that may impact on traffic flows on a State Road (e.g., lane closures, etc.) and/or within 100m of a signalised intersection.</p> <p><b>Condition reason:</b> To satisfy Transport for NSW requirements.</p>
25)	<p><b>Street Tree Retention</b></p> <p>Before the issue of a construction certificate, tree protection measures are to be implemented which include:</p>

	Condition
	<p>A) Protection fencing installed around Tree number 1, Broad Leaved Lilly Pilly (<i>Syzygium hemilamprum</i>) located on the Wharf Road reserve.</p> <p>B) Minimum of two signs that include the words "Tree Protection Zone – Keep Out". Each sign shall be a minimum size of 600mm x 500mm and the name and contact details of the Project Arborist. Signs shall be attached facing outwards in prominent positions at 10 metre intervals or closer where the fence changes direction. The signs shall be visible within the site.</p> <p>C) Bond of \$8,000 to be paid to Council.</p> <p>If protection fencing cannot be installed the following requirements are required:</p> <p>A) the stem and branches of trees to be retained shall be protected, as follows:</p> <p>(I) two layers of carpet underlay (or other padding approved by the Project Arborist) shall be installed around the stem and branches. Stem protection shall cover the stem from ground level; and</p> <p>(II) hardwood or treated pine timbers (100mm x 50mm) the same length as the stem or branch shall be positioned over the padding and next to each other around the stem or branch, secured together with galvanised wire or strapping. Boards shall not be nailed or screwed into the stem or branch. No part of the protection shall be secured to the tree.</p> <p>The ground surface within the Tree Protection Zone shall be protected by placing geotextile fabric on the ground surface, covering this with a layer of mulch to a depth of 75mm and then placing boarding (scaffolding board, plywood sheeting or similar material) on top. The geotextile fabric and mulch shall be kept clear of tree stems by at least 50mm</p> <p><b>Condition Reason:</b> To ensure the protection of Council's Street Tree</p>

### DURING BUILDING WORK

	Condition
26)	<p><b>Hold points during construction (public domain)</b></p> <p>While site work is being carried out in the Public Domain, <b>in areas beyond the TfNSW Works Approval Zone</b>, inspections are to be undertaken by a Chartered Civil Engineer (registered on the NER of Engineers Australia), at the following hold points with certification from the Engineer provided to Council and the principal certifier, at each stage of the inspection listed below, within 24 hours following completion of the relevant stage/s. The certificates must contain photographs of the works in progress and a commentary of the inspected works, including any deficiencies and rectifications that were undertaken. Prior to the commencement of construction and following the set-out on site of the position of the civil works to the levels shown on the approved civil drawings.</p> <p>At the time of the completion of the works, for areas within the TfNSW Works Approval zone and for which will be a Council asset, all relevant documentation that is subject to the Works Authorisation Deed (WAD) with TfNSW will be provided to Council and the principal certifier. A Council inspection may also occur at that stage.</p>

	Condition
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### BEFORE ISSUE OF AN OCCUPATION CERTIFICATE

	Condition
29)	<p><b>Reinstatement of bus stop/shelter</b></p> <p>Before the issue of an occupation certificate, the bus stop is to be reinstated in its final location in accordance with the requirements of the Disability Standards for Accessible</p>

	Condition
	Public Transport 2002 and in a location to the satisfaction of Council's Traffic Services Department and bus provider(s).
	<b>Condition reason:</b> To ensure public infrastructure services are accessible and suitably located.
30)	<b>Road widening</b>
	Prior to the issue of any occupation certificate, the dedication of all land to Council for public road along the Victoria Road and Wharf Road frontages of the site must be lodged and registered with Land Registry Services. The dedication must only be initiated after Council has provided written confirmation of a satisfactory final inspection of the completed public infrastructure works. The associated administrative and registration costs where applicable, must be borne by the person acting on the consent.
	<b>Condition reason:</b> To provide upgraded infrastructure to improve traffic flow.
31)	<b>Public domain improvements and infrastructure works (completion)</b>
	Prior to the issue of any occupation certificate, all public domain improvements and infrastructure works must be completed to the satisfaction of Council's City Infrastructure Department, in accordance with the approved public domain plans and at no cost to the Council.
	<b>Condition reason:</b> To ensure compliance with all approved documents and plans.
32)	<b>Restoration (supervising engineer's certificate)</b>
	Prior to the issue of any occupation certificate, a certificate from the Supervising Engineer confirming that the final restoration of disturbed road and footway areas for the purpose of connection to public utilities, including repairs of damaged infrastructure and replacement of any redundant vehicular crossings as a result of the construction works associated with this development site, have been completed in accordance with the Council's standards and specifications, and DCP Part 8.5 (Public Civil Works), or the Transport for NSW' standards and specifications, where applicable.
	<b>Condition reason:</b> To ensure public safety and protection of infrastructure.
33)	<b>Electricity accounts for new street lighting</b>
	Prior to the issue of any occupation certificate, a Certificate of Compliance - Electrical Work (CCEW) from the Electrical Contractor, and certification from a qualified Electrical Engineering consultant must be prepared to the satisfaction of Council confirming that the street lighting in the public domain has been constructed in accordance with the approved drawings and City of Ryde standards and specifications.
	<b>Condition reason:</b> To ensure all works completed are compliant with relevant standards.
34)	<b>Compliance certificate (external landscaping works)</b>
	Prior to the issue of any occupation certificate, certification from a qualified Landscape Architect confirming that the public domain landscaping works have been constructed in accordance with the approved drawings and City of Ryde standards and specifications must be prepared to the satisfaction of Council.
	<b>Condition reason:</b> To ensure compliance with approved documents and plans.
35)	<b>Public domain works-as-executed plans</b>
	Prior to the issue of any occupation certificate, Works-as-Executed (WAE) Plans must be prepared to the satisfaction of Council's City Infrastructure Department. The WAE Plans must be prepared on a copy of the approved plans and must be certified by a Registered

	Condition
	<p>Surveyor. All departures from the approved details must be marked in red with proper notations.</p> <p>Any rectifications required by Council's City Infrastructure Department must be completed by the person acting on this consent prior to the issue of any occupation certificate.</p> <p>In addition to the WAE Plans, a list of all infrastructure assets (new and improved) that are to be handed over to City of Ryde must be submitted in a form advised by Council's City Infrastructure Department. The list must include all the relevant quantities in order to facilitate the registration of the assets in Council's Asset Registers.</p> <p><b>Condition reason:</b> To ensure that all works completed are recorded.</p>
36)	<p><b>Registered surveyor final certificate</b></p> <p>Upon completion of all construction works, and before the issue of any occupation certificate, Certification from a Registered Surveyor must be prepared to the satisfaction of Council, stating that all works (above and below ground) are contained within the site's boundary.</p> <p><b>Condition reason:</b> To ensure compliance with approved plans and documents and to ensure that the development has no encroachments.</p>
37)	<p><b>Supervising engineer final certificate</b></p> <p>Prior to the issue of any occupation certificate, a Final Certificate from the Supervising Engineer confirming that the public domain works have been constructed in accordance with the approved drawings, City of Ryde standards and specifications must be prepared to the satisfaction of Council. The certificate must include commentary to support any variations from the approved drawings.</p> <p><b>Condition reason:</b> To ensure compliance with approved plans and documents.</p>
<del>38)</del>	<p><b><del>Council road pavement dilapidation fee</del></b></p> <p><del>Prior to the issue of any occupation certificate, a Road Pavement Dilapidation Fee is payable to Council (as per Council's fees and charges). This payment is to offset the significant acceleration of the serviceable lifespan of Council road pavement resulting from dilapidation during demolition and construction phases of the development works. The following documentation is to be provided to Council to enable calculation of the fee:</del></p> <ul style="list-style-type: none"> <li><del>• Approved Construction Traffic Management Plan (CTMP) detailing approved routes of heavy vehicles to and from the site during the demolition and construction phases.</del></li> </ul> <p><del>The fees calculated by Council from the above documentations must be paid by the Applicant prior to issue of any occupation certificate.</del></p> <p><b><del>Condition reason:</del></b> <del>To protection and maintenance of Council's road pavement assets.</del></p>
39)	<p><b>Road Safety Audit</b></p> <p>Before the issue of any occupation certificate, a post construction (pre-opening) Road Safety Audit report must be prepared and submitted to the satisfaction of Council's Traffic Services Department and TfNSW. The person acting on this consent is required to address all deficiencies identified within the Audit report to the satisfaction of Council. Should there be disagreement between Council and TfNSW, then TfNSW comments and</p>

	Condition
	approval will take precedence. Confirmation of Council approval is to be provided to the principal certifier.
	<b>Condition reason:</b> To ensure safety and amenity of all affected road users.
40)	<b>Signage and linemarking (external - approval)</b> Before the issue of an occupation certificate, a signage and linemarking plan must be prepared by a suitably qualified traffic engineer to the satisfaction of Council's Traffic Services Department for any traffic and parking changes proposed on the public road network.  Note: The person acting on this consent is advised that traffic and parking changes may need to be referred to the Ryde Traffic Committee, which generally meets once a month. As such, adequate time should be allowed for the review and approval process.  All fees and charges associated with the review of this plan are to be paid (as per Council's Fees and Charges current at the time of payment). <b>Condition reason:</b> To ensure that changes to the traffic and parking conditions within the surrounding public road network as a consequence of the development is appropriately managed to minimise the impact to public safety and amenity.
41)	<b>Signage and linemarking (external - implementation)</b> Before the issue of any occupation certificate, the installation of the signage and linemarking, as per the plan approved by Council and TfNSW, is to be carried out by the person acting on this consent. All costs associated with the supply and construction of the signage and linemarking are to be borne by the person acting on this consent (at no cost to Council). <b>Condition reason:</b> To ensure that the works approved in the signage and linemarking plan are installed.
42)	<b>Traffic control devices (implementation)</b> Before the issue of any occupation certificate, the person acting on this consent is to construct the raised median island on Wharf Road, should this be approved by TfNSW, and the 'Keep Clear' pavement marking at the intersection of Marsden Road and Winbourne Street, as per the approved plan at their own cost (at no cost to Council). These works must be completed to the satisfaction of Council and TfNSW with confirmation provided to the principal certifier. <b>Condition reason:</b> To ensure that the works outlined in the approved signage and linemarking plan are installed, prior to the development being occupied.
43)	<b>Replacement Street Trees</b> Prior to the issue of any Occupation Certificate, three replacement street trees are to be planted and maintained through establishment in accordance with Council's Street Tree Masterplan. The replacement trees are to be 3 x Corymbia eximia, with a minimum 45 Litre pot size, to be planted in the location of three of the trees approved for removal within the Wharf Road nature strip. <b>Condition Reason:</b> To maintain the green streetscape.
44)	<b>New Street Tree</b> Before the issue of an Occupation Certificate, a replacement street tree bond is to be paid to Council in the amount of \$3,000 per replacement tree with evidence provided to the principal certifier.

	Condition
	<p>The security deposit will not be released until Council has inspected the tree upon request (and no earlier than 12 months after the release of the Occupation Certificate) and is satisfied that the tree is in a sound and healthy condition.</p> <p>If upon inspection the tree is found to be unviable for retention the bond will not be refunded.</p>
	<b>Condition Reason:</b> To ensure the health of the replacement street tree

**End of conditions**



## General advisory notes

This consent contains the conditions imposed by the consent authority which are to be complied with when carrying out the approved development. However, this consent is not an exhaustive list of all obligations which may relate to the carrying out of the development under the EP&A Act, EP&A Regulation and other legislation. Some of these additional obligations are set out in the [Conditions of development consent: advisory notes](#). The consent should be read together with the *Conditions of development consent: advisory notes* to ensure the development is carried out lawfully.

The approved development must be carried out in accordance with the conditions of this consent. It is an offence under the EP&A Act to carry out development that is not in accordance with this consent.

Building work or subdivision work must not be carried out until a construction certificate or subdivision works certificate, respectively, has been issued and a principal certifier has been appointed.

A document referred to in this consent is taken to be a reference to the version of that document which applies at the date the consent is issued, unless otherwise stated in the conditions of this consent.

## Dictionary

The following terms have the following meanings for the purpose of this determination (except where the context clearly indicates otherwise):

**Approved plans and documents** means the plans and documents endorsed by the consent authority, a copy of which is included in this notice of determination.

**AS** means Australian Standard published by Standards Australia International Limited and means the current standard which applies at the time the consent is issued.

**Building work** means any physical activity involved in the erection of a building.

**Certifier** means a council or a person that is registered to carry out certification work under the *Building and Development Certifiers Act 2018*.

**Construction certificate** means a certificate to the effect that building work completed in accordance with specified plans and specifications or standards will comply with the requirements of the EP&A Regulation and *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*.

**Council** means the City of Ryde.

**Court** means the Land and Environment Court of NSW.

**EPA** means the NSW Environment Protection Authority.

**EP&A Act** means the *Environmental Planning and Assessment Act 1979*.

**EP&A Regulation** means the *Environmental Planning and Assessment Regulation 2021*.

**Independent Planning Commission** means Independent Planning Commission of New South Wales constituted by section 2.7 of the EP&A Act.

**Local planning panel** means Ryde Local Planning Panel.

**Occupation certificate** means a certificate that authorises the occupation and use of a new building or a change of building use for an existing building in accordance with this consent.

**Principal certifier** means the certifier appointed as the principal certifier for building work or subdivision work under section 6.6(1) or 6.12(1) of the EP&A Act respectively.

**Site work** means any work that is physically carried out on the land to which the development the subject of this development consent is to be carried out, including but not limited to building work, subdivision work, demolition work, clearing of vegetation or remediation work.

**Stormwater drainage system** means all works and facilities relating to:  
the collection of stormwater,

the reuse of stormwater,

the detention of stormwater,

the controlled release of stormwater, and

connections to easements and public stormwater systems.

**Strata certificate** means a certificate in the approved form issued under Part 4 of the *Strata Schemes Development Act 2015* that authorises the registration of a strata plan, strata plan of subdivision or notice of conversion.

**Subdivision certificate** means a certificate that authorises the registration of a plan of subdivision under Part 23 of the *Conveyancing Act 1919*.

**Subdivision works certificate** means a certificate to the effect that subdivision work completed in accordance with specified plans and specifications will comply with the requirements of the EP&A Regulation.

**Sydney district or regional planning panel** means Sydney North Planning Panel (SNPP).

## Appendix 1 – Transport for NSW Requirements

### Transport for NSW

23 May 2024

TfNSW Reference: SYD24-00826/01  
Council's Reference: LDA2024/0062 (CNR-68214)



Mr Wayne Rylands  
Chief Executive Officer  
City of Ryde  
Locked Bag 2069  
North Ryde NSW 1670

Attention: Sohail Faridy

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#### VICTORIA ROAD UPGRADE WORKS FOR MELROSE PARK NORTH 659 VICTORIA ROAD, MELROSE PARK

Dear Mr Rylands,

Reference is made to Council's correspondence dated 26 April 2024, regarding the abovementioned Development Application (DA) which was referred to Transport for NSW (TfNSW) for comment in accordance with clauses 2.118 and 2.121 of State Environmental Planning Policy (Transport and Infrastructure) 2021, approval under section 87 (4) and concurrence under section 138 of the Roads Act, 1993. TfNSW advises that:

- It has been working closely with Council and the Applicant regarding the civil works package that aligns with previous Development Consents for the Melrose Park precinct, the development's approved Transport Management Access Plan (TMAP) and the executed Voluntary Planning Agreement (VPA) that pertains to the development.
- The Applicant will be required to enter a major Works Authorisation Deed (WAD) with TfNSW for all the civil works described in LDA2024/0062 that involved signalised intersection and the classified road network.
- The Applicant should be advised that a conceptual 'agreement-in-principle' with TfNSW as part of the TMAP is not formal approval under section 87 (4) of the Roads Act, 1993. TfNSW WAD process that involves detailed design is the formal approval and concurrence under the Roads Act, 1993. As such, the Applicant should be aware that as part of the detailed design process it will need to address TfNSW comments as part of this process. To assist the proponent, TfNSW has provided preliminary detailed design feedback and will commence the formal WAD process upon formal Development Consent being issued by the relevant Planning Authority.

As such, TfNSW would provide concurrence under section 138 of the Roads Act 1993 and 'agreement-in-principle' approval under section 87 (4) for the Roads Act 1993 for the DA proposed civil road works, subject to the inclusion of the following requirements being included in any Development Consent issued:

1. The proposed works and modification of the Traffic Control Signals (TCS) at the intersections of Victoria Road / Marsden Road / Wharf Road shall be designed to meet TfNSW requirements. The TCS plans shall be drawn by a suitably qualified person and endorsed by a suitably qualified practitioner.

The submitted designs shall be in accordance with Austroads Guide to Road Design in association with relevant TfNSW supplements (available at <https://www.transport.nsw.gov.au/>). The certified copies of the TCS design and civil design plans shall be submitted to TfNSW for detailed design review and approval prior to the release of a construction certificate and commencement of road works. Please send all documentation to [development.sydney@transport.nsw.gov.au](mailto:development.sydney@transport.nsw.gov.au).

TfNSW fees for administration, plan checking, civil works inspections and project management shall be paid by the developer prior to the commencement of works.

The developer will be required to enter a Works Authorisation Deed (WAD) for the abovementioned works.

2. The proposed works civil road works on Victoria Road and Marsden Road shall be designed to meet TfNSW requirements and endorsed by a suitably qualified practitioner. The design requirements shall be in accordance with Austroads and other Australian Codes of Practice. The certified copies of the civil design plans shall be submitted to

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Level 4, 4 Parramatta Square, 12 Darcy Street, Parramatta NSW 2150  
PO Box 973 Parramatta CBD NSW 2124

OFFICIAL

W [transport.nsw.gov.au](https://www.transport.nsw.gov.au)

TfNSW for detailed design review and approval prior to the release of the construction certificate by the Principal Certifying Authority and commencement of road works. Please send all documentation to [development.sydney@transport.nsw.gov.au](mailto:development.sydney@transport.nsw.gov.au).

The developer is required to enter a Works Authorisation Deed (WAD) for the abovementioned works.

TfNSW fees for administration, plan checking, civil works inspections and project management shall be paid by the developer prior to the commencement of works.

3. Detailed design plans and hydraulic calculations of any changes to the stormwater drainage systems on Victoria Road and Marsden Road are to be submitted to TfNSW for approval, prior to the commencement of any works. Please send all documentation to [development.sydney@transport.nsw.gov.au](mailto:development.sydney@transport.nsw.gov.au).

A plan checking fee will be payable, and a performance bond may be required before TfNSW approval is issued.

4. Any redundant vehicle crossovers on the Victoria Road frontage shall be removed and replaced with kerb and gutter to match existing. The design and construction of the kerb and gutter on frontage shall be in accordance with TfNSW requirements. Details of these requirements should be obtained by email to [developerworks.sydney@transport.nsw.gov.au](mailto:developerworks.sydney@transport.nsw.gov.au).

Detailed design plans of the proposed kerb and gutter are to be submitted to TfNSW for approval prior to the issue of a construction certificate and commencement of any road works. Please send all documentation to [development.sydney@transport.nsw.gov.au](mailto:development.sydney@transport.nsw.gov.au).

A plan checking fee and lodgement of a performance bond is required from the applicant prior to the release of the approved road design plans by TfNSW.

5. The Applicant shall be responsible for all public utility adjustment/relocation works, necessitated by the above work, and as required by the various public utility authorities and/or their agents.
6. Prior to the issue of any construction certificate the applicant shall prepare a Construction Pedestrian and Traffic Management Plan (CPTMP) in consultation with TfNSW. The CPTMP needs to specify matters including, but not limited to, the following:
  - o A description of the development.
  - o Location of any proposed work zone(s).
  - o Details of crane arrangements including location of any crane(s) and crane movement plan.
  - o Haulage routes.
  - o Proposed construction hours.
  - o Predicted number of construction vehicle movements, detail of vehicle types and demonstrate that proposed construction vehicle movements can work within the context of road changes in the surrounding area, noting that construction vehicle movements are to be minimised during peak periods.
  - o Construction vehicle access arrangements.
  - o Construction program and construction methodology, including any construction staging.
  - o A detailed plan of any proposed hoarding and/or scaffolding.
  - o Measures to avoid construction worker vehicle movements within the precinct.
  - o Consultation strategy for liaison with surrounding stakeholders, including other developments under construction and Parramatta Light Rail Stage 2.
  - o Identify any potential impacts to general traffic, cyclists, pedestrians, and bus services within the vicinity of the site from construction vehicles during the construction of the proposed works. Proposed mitigation measures should be clearly identified and included in the CPTMP; and
  - o Identify the cumulative construction activities of the development and other projects within or around the development site, including Parramatta Light Rail Stage 2 and private development. Proposed measures to minimise the cumulative impacts on the surrounding road network should be clearly identified and included in the CPTMP.

Submit a copy of the final plan to TfNSW for endorsement via [development.ctmp.cjp@transport.nsw.gov.au](mailto:development.ctmp.cjp@transport.nsw.gov.au).

7. A Road Occupancy Licence (ROL) shall be obtained from Transport Management Centre (TMC) for all civil works on Victoria Road, Marsden Road, and Kissing Point Road during construction activities.

If you have any further inquiries in relation to this matter, Pahee Rathan, Senior Land Use Assessment Coordinator, can be contacted on 0417 246 510 or via email at [development.sydney@transport.nsw.gov.au](mailto:development.sydney@transport.nsw.gov.au).

Yours sincerely,

A handwritten signature in black ink, appearing to read 'B. Pegg'.

Brenden Pegg  
Senior Manager Land Use Assessment Central and Western  
Planning and Programs Greater Sydney Division

**Item 2****1218 to 1222 & 1226 Victoria Road, Melrose Park****Proposed road widening, new traffic signals and upgrades to intersection, including land subdivision, dedication and civil works****Report prepared by:** Shannon Butler - Senior Town Planner**Report approved by:** Sohail Faridy - Acting Manager Development Assessment**City of Ryde  
Local Planning Panel Report**

<b>DA Number</b>	LDA2024/0062
<b>Site Address &amp; Ward</b>	1218 to 1222 & 1226 Victoria Road, Melrose Park West Ward
<b>Zoning</b>	SP2 Infrastructure (Classified Road) and R2 Low Density Residential
<b>Proposal (as amended)</b>	Proposed road widening, new traffic signals and upgrades to intersection, including land subdivision, dedication and civil works
<b>Property Owner</b>	SH Melrose PP Land Pty Ltd City of Ryde Council
<b>Applicant</b>	Sekisui House
<b>Report Author</b>	Shannon Butler – Senior Town Planner
<b>Lodgement Date</b>	19 April 2024
<b>Notification - No. of Submissions</b>	Notified from 24 April 2024 until 27 May 2024. Four submissions objecting to the proposal were received.
<b>Cost of Works</b>	\$2,500,000.00
<b>Reason for Referral to LPP</b>	Conflict of Interest Development for which the applicant or land owner is the Council.

	Part of the proposed works occur over Council owned roads.
<b>Recommendation</b>	Approval by way of Deferred Commencement Consent
<b>Attachments</b>	<ol style="list-style-type: none"> <li>1. Recommended Conditions of Consent</li> <li>2. Proposed plans</li> <li>3. Voluntary Planning Agreement</li> <li>4. Transport for NSW Comments</li> <li>5. Applicant's submission on recommended conditions</li> <li>6. Memo to LPP on Applicant's submission on conditions</li> </ol>

## 1. Executive Summary

The proposal is for the upgrade and reconfiguration of the Marsden Road/Wharf Road intersection on Victoria Road, including widening/reconfiguration of Victoria Road, reconfiguration of Wharf Road and Marsden Road as well as Torrens subdivision (to dedicate roads) and the removal of five trees. The application will allow for the partial construction of the expanded road network as required to be delivered by the Transport Management Action Plan (TMAP) which underpins the recent upzoning of Melrose Park North, within the Parramatta Local Government Area (LGA). The proposal is consistent with the requirements of a Voluntary Planning Agreement (VPA) between the applicant and the State Government.

The roadwork required to be completed under this VPA is located on land in both City of Parramatta and City of Ryde. While this application only relates to the works in City of Ryde LGA, a separate application was recently approved by the Sydney Central Planning Panel for the portion of works within the Parramatta LGA. The works are also subject to a Transport for NSW (TfNSW) Works Authorisation Deed (WAD), before works can commence.

The proposal includes the following:

- Adjustment and linemarking of approximately 150m of Marsden Road.
- Upgrade of eastern portion of Wharf Rd / Marsden Rd Intersection, comprising:
  - Realignment of Wharf Road / Marsden Road interface to remove "staggered" alignment across the intersection with an additional Southbound through lane added; and
  - Conversion of Cobham Lane to a one-way roadway to improve traffic safety.
- Approximately 75m of kerb realignment and footpath/driveway adjustment of Wharf Road to merge with the widened Victoria Road corner and the remainder of the roadworks within the 150m zone is linemarking / signage only.

- Torrens title subdivision of 1226 Victoria Road to dedicate part of this site to Transport for NSW and road widening on this land, as detailed in **Figure 4**.
- To align with the City of Parramatta cycling strategy, a 2.5m wide Shared User Path (SUP) is to be provided within the Southern verge of Victoria Road between Wharf Road and NSR2 and linking to the existing SUP within Marsden Road. It is proposed the signalised crossing of Victoria Road, Wharf Road and NSR2 will have bicycle lanterns provided.

The application has been assessed against the relevant provisions of the following instruments and is considered satisfactory as detailed in the report:

- State Environmental Planning Policy (Transport and Infrastructure) 2021;
- State Environmental Planning Policy (Resilience and Hazards) 2021;
- State Environmental Planning Policy (Biodiversity and Conservation) 2021;
- Ryde Local Environmental Plan 2014;
- Roads Act 1993; and
- Ryde Development Control Plan 2014.

The application was notified in accordance with the Ryde Community Participation Plan to potentially affected City of Ryde and City of Parramatta properties from 24 April 2024 until 27 May 2024. A total of four (4) submissions were received objecting to the proposal. The issues raised in the submissions are addressed in the body of the report and do not warrant refusal of the application.

The VPA included provisions for a payment to TfNSW by the Applicant, for TfNSW to perform the final upgrades at a future time that would also require, amongst other items, their partial acquisition of the required lands. However, the schedule for these final upgrades according to the TMAP recommendations is currently uncertain. Therefore, it is recommended that a deferred commencement condition be imposed, requiring the applicant to obtain and provide formal confirmation from TfNSW regarding the timing of the final upgrades as per the TMAP recommendations.

The application is recommended for deferred commencement consent under the provisions of Section 4.16(3) of the Environmental Planning and Assessment Act 1979 subject to the recommended conditions of consent within **Attachment 1**.

## **2. The Site and Locality**

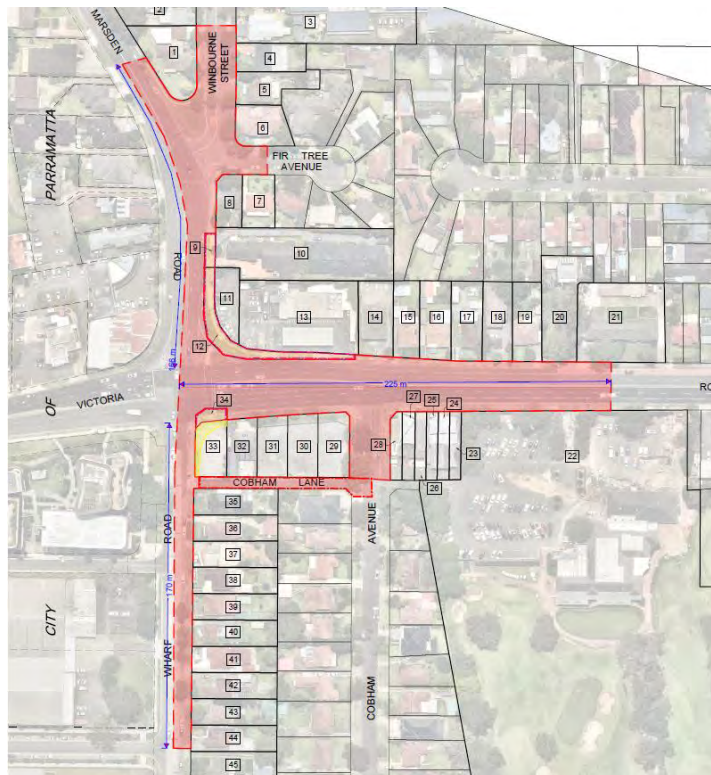
Victoria Road is a classified State Road and divided carriageway with three eastbound lanes and three westbound lanes. Victoria Road acts as a major east-west connection providing access to Sydney to the East and Parramatta to the West. The proposed Victoria Road upgrade works are required to enable further development of the Melrose Park precinct, within the Parramatta Local Government Area (LGA). The site within which works are proposed within the City of Ryde LGA is as follows:

- 1226 Victoria Road, Melrose Park (Lot 10 DP128851)



This lots has been cleared of any structures and are predominately free of vegetation. The remainder of the works within the Ryde LGA are proposed within existing road reserves under the control of both City of Ryde Council and Transport for NSW.

The road works include significant traffic and capacity improvements, road alignment adjustments, traffic control signal (TCS) modifications, drainage upgrades and utilities adjustments.



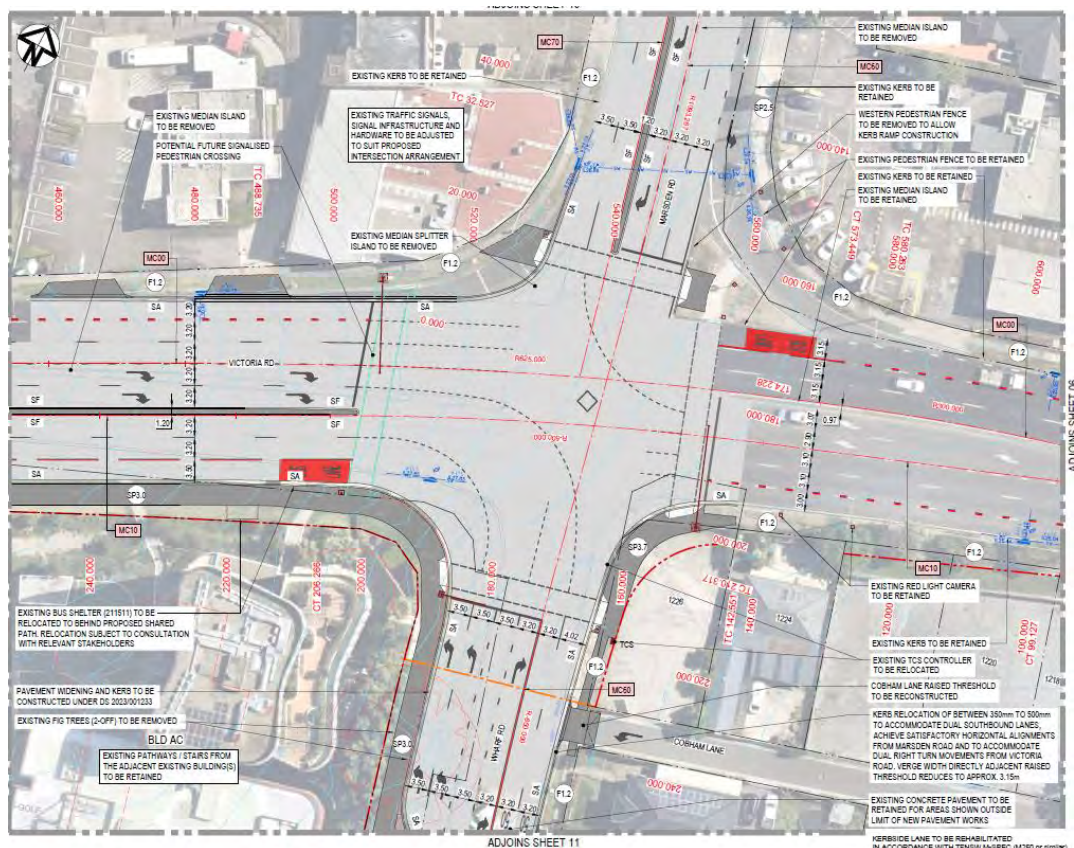
**Figure 1 – Plan showing extent of proposed works in the Ryde LGA in red shading**

### 3. The Proposal

The application seeks consent for the portion of the proposed works within the City of Ryde Local Government Area (LGA). The majority of the proposed development lies within the City of Parramatta LGA. Works within City of Ryde Council are limited to the eastern extent of works and include:

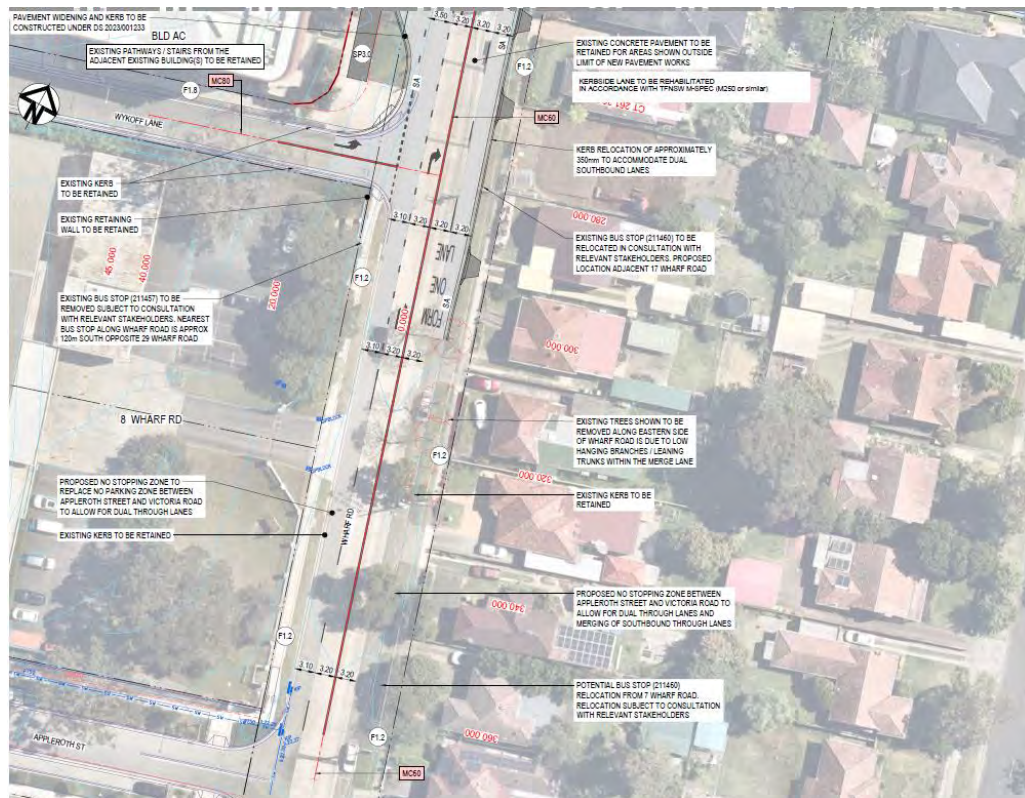
- Adjustment and linemarking of approximately 150m of Marsden Road.
- Upgrade of eastern portion of Wharf Rd / Marsden Rd Intersection, comprising:
  - Realignment of Wharf Road / Marsden Road interface to remove “staggered” alignment across the intersection with an additional Southbound through lane added; and
  - Conversion of Cobham Lane to a one-way roadway to improve traffic safety.
- Approximately 75m of kerb realignment and footpath/driveway adjustment of Wharf Road to merge with the widened Victoria Road corner and the remainder of the roadworks within the 150m zone is linemarking / signage only.

- Torrens title subdivision of 1226 Victoria Road to dedicate of part of this site to Transport for NSW and road widening on this land, as detailed in **Figure 4**.
- To align with the City of Parramatta cycling strategy, a 2.5m wide Shared User Path (SUP) is to be provided within the Southern verge of Victoria Road between Wharf Road and NSR2 and linking to the existing SUP within Marsden Road. It is proposed the signalised crossing of Victoria Road, Wharf Road and NSR2 will have bicycle lanterns provided.

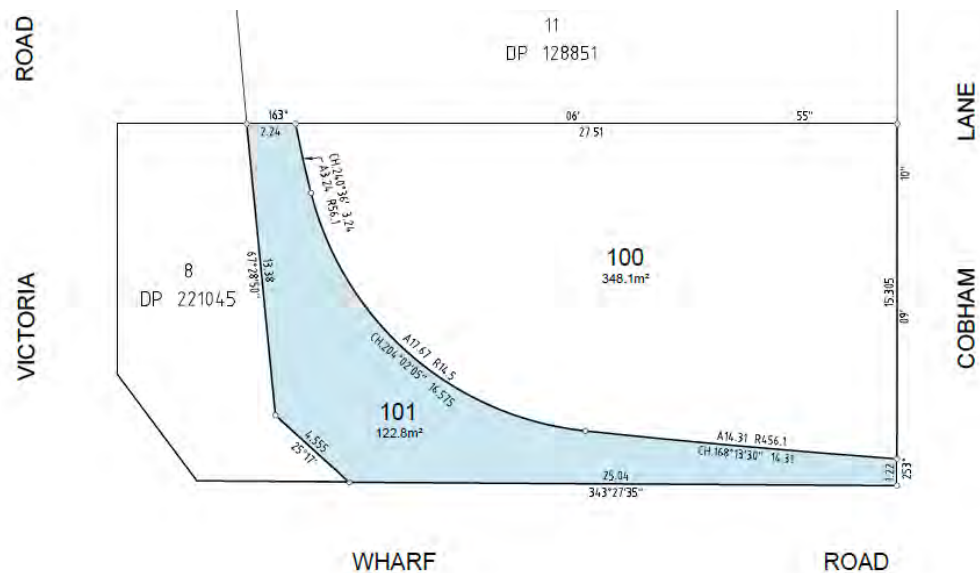


**Figure 2 – Plan depicting proposed intersection works**





**Figure 3 – Plan depicting proposed works on Wharf Road**



**Figure 4 – Plan showing proposed land dedication at 1226 Victoria Road**

## 4. Background

## Application History

The following table provides a timeline of key events for this application:

Date	Event
19 April 2024	Subject Development Application lodged with Council.

24 April until 27 May 2024	Subject application notified in accordance with the Ryde Community Participation Plan, including affected properties in the Parramatta LGA. Four submissions objecting to the proposal were received in response.
29 May 2024	A request for additional information letter (RFI) letter was sent to the applicant. The letter requested amendments and additional information in response to issues raised by Council's Traffic and Public Domain teams.
13 June 2024	Additional information and amended plans were submitted in response to Council's letter.
16 July 2024	A further RFI letter was sent to the applicant outlining remaining concerns raised by Council's Traffic and Public Domain teams.
2 September 2024	Additional information and amended plans were submitted in response to Council's letter.
3 September 2024	Development consent No. DA/47/2024 was granted by the Sydney Central Planning Panel for the portion of the intersection upgrade works located in the Parramatta LGA.
11 October 2024	Council's landowner's consent was granted for the lodgement of the application over Council land.

## 5. Planning Assessment

The following planning policies and controls are of relevance to the development:

- State Environmental Planning Policy (Transport and Infrastructure) 2021;
- State Environmental Planning Policy (Resilience and Hazards) 2021;
- State Environmental Planning Policy (Biodiversity and Conservation) 2021;
- Ryde Local Environmental Plan 2014;
- Roads Act 1993; and
- Ryde Development Control Plan 2014.

### 5.1 Environmental Planning and Assessment Act

### 5.2 State Environmental Planning Instruments

#### 5.2.1 State Environmental Planning Policy (Transport and Infrastructure) 2021

SEPP (Transport and Infrastructure) 2021 (TISEPP) provides a planning framework for infrastructure in NSW – including for the provision of essential services such as roads. This application was required to be referred to TfNSW by the following sections of the SEPP:

- 2.119 – Development with frontage to a classified road
- 2.121 – Excavation in or immediately adjacent to corridors

TfNSW confirmed on 23 May 2024 that they support the proposal under these clauses. TfNSW advised that:

- It has been working closely with Council and the Applicant regarding the civil works package that aligns with previous Development Consents for the Melrose Park precinct, the development's approved Transport Management Access Plan (TMAP) and the executed Voluntary Planning Agreement (VPA) that pertains to the development.
- The Applicant will be required to enter a major Works Authorisation Deed (WAD) with TfNSW for all the civil works described in LDA2024/0062 that involved signalised intersection and the classified road network.
- The Applicant should be advised that a conceptual 'agreement-in-principle' with TfNSW as part of the TMAP is not formal approval under section 87 (4) of the Roads Act, 1993. TfNSW WAD process that involves detailed design is the formal approval and concurrence under the Roads Act, 1993. As such, the Applicant should be aware that as part of the detailed design process it will need to address TfNSW comments as part of this process. To assist the proponent, TfNSW has provided preliminary detailed design feedback and will commence the formal WAD process upon formal Development Consent being issued by the relevant Planning Authority.

As such, TfNSW provides concurrence under section 138 of the Roads Act 1993 and 'agreement-in-principle' approval under section 87 (4) for the Roads Act 1993 for the DA proposed civil road works, subject to recommended conditions of consent.

The recommended TfNSW conditions of consent are included in **Attachment 1**.

### **5.2.2 State Environmental Planning Policy (Resilience and Hazards) 2021**

Chapter 4, Remediation of Land within SEPP (Resilience and Hazards) 2021, provides a Statewide planning approach to the remediation of contaminated land.

In the assessment and approval of the Concept Proposal and Stage 1 development of the Melrose Park northern precinct (DA/1157/2016), the Sydney Central City Planning Panel (SCCPP) determined that a Site Audit Statement (SAS) and Remediation Action Plan (RAP) was required for the site to be considered fit for future use.

The land on which Victoria Road is located has been used for the purposes of a road prior to the establishment of the Northern Structure Plan or the Melrose Park Precinct. The widening of the road and associated intersection works does not represent a change in land use to one that is more sensitive. A Remedial Action Plan (RAP) has been prepared for previous DAs that considers the Proposed Development and surrounding area suitable for medium to high density residential and open space land use following successful implementation of mitigation strategies

mentioned in the RAP. Further assessment of potential or presence of contamination is therefore not considered required.

### **5.2.3 State Environmental Planning Policy (Biodiversity and Conservation) 2021**

SEPP (Biodiversity and Conservation) 2021 (BCSEPP) provides a State-wide approach for the conservation and management of the natural environment and heritage.

Chapter 2 provides provisions specifically related to the management of vegetation in non-rural areas and so is applicable to the site of the Proposed Development.

The subject application only seeks the removal of five street trees on Wharf Road. The application has been assessed by Council's Tree Management Officer and the removal of four of the five trees proposed is supported. These trees comprise one *Morus* and three *Jacarandas*. One tree that was proposed to be removed, being a *Syzygium hemilamprum* is required to be retained and protected during works.

It is noted that the four trees permitted to be removed have been extensively pruned to allow for clearance from overhead power lines and the trees have a significant portion of their canopy weighted towards the road, resulting in the risk of them falling in the future. The removal of these trees is considered to be warranted. Three replacement trees, being *Corymbia eximia* (100 Litre pot sizes) are required to be planted in the locations of three of the removed trees. Conditions of consent are recommended in this regard.

### **5.3 Ryde Local Environmental Plan 2014**

The land subject to the application (within the City of Ryde LGA) is zoned SP2 Infrastructure (Classified Road) and R2 Low Density Residential under the provisions of the Ryde Local Environmental Plan (RLEP) 2014. Development for the purpose of roads is permissible with consent in both zones.

The SP2 Infrastructure zone is based on the following objectives:

- To provide for infrastructure and related uses.
- To prevent development that is not compatible with or that may detract from the provision of infrastructure.
- To ensure the orderly development of land so as to minimise any adverse effect of development on other land uses.

The proposed works will result in an improvement in the existing infrastructure and result in the orderly development of land which does not compromise surrounding land uses.

The R2 Low Density Residential zone is based on the following objectives:

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for a variety of housing types.

The proposal is related to the provision of road widening and intersection improvement works which does not impact upon the provision of housing or the variety of housing types in the locality.

The following table addresses the other relevant RLEP clauses:

Ryde LEP 2014	Proposal	Compliance
<b>4.3(2) Height</b>		
A 9.5m building height limit is applicable to the portion of the development site zoned R2 Low Density Residential.	The proposal does not involve the construction of any buildings.	Yes
<b>4.4(2) &amp; 4.4A(1) FSR</b>		
An 0.5:1 floor space ratio is applicable to the portion of the development site zoned R2 Low Density Residential.	The proposal does not include the erection of any buildings.	Yes
<b>5.10 Heritage Conservation</b>		
<p>(1) The objectives of this clause are as follows—</p> <p>(a) to conserve the heritage significance of heritage items and heritage conservation areas, including associated fabric, settings and views,</p> <p>(b) to conserve the heritage significance of heritage items and heritage conservation areas, including associated fabric, setting and views,</p> <p>(c) To conserve archaeological sites,</p> <p>(d) to conserve Aboriginal objects and Aboriginal places of heritage significance.</p>	There are no heritage items or conservation areas in close proximity to the subject site.	Yes
<b>6.2 Earthworks</b>		
(1) The objective of this clause is to ensure that earthworks for which development consent is required will not have a detrimental impact on environmental functions and processes, neighbouring	The proposal includes minor excavation works. The proposed excavation is not	Yes

Ryde LEP 2014	Proposal	Compliance
uses, cultural or heritage items or features of the surrounding land.	considered to result in any adverse detrimental impacts upon environmental functions and processed or neighbouring uses.	

#### 5.4 Draft Environmental Planning Instruments

There are no relevant draft environmental planning instruments to be considered.

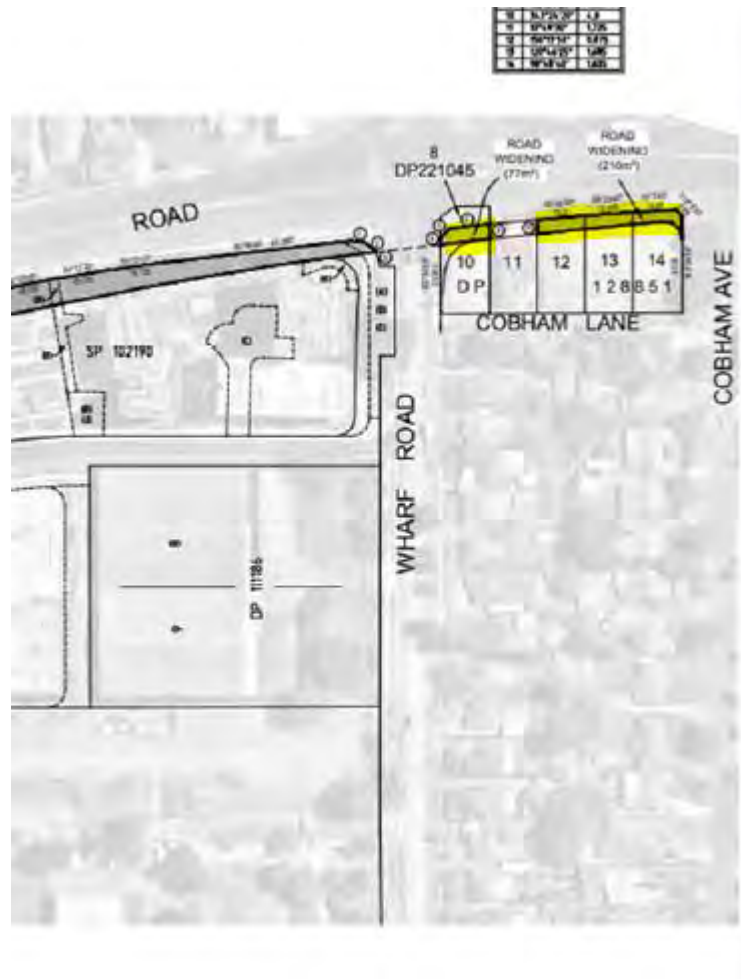
#### 5.5 Ryde Development Control Plan 2014 (RDCP 2014)

Given the nature of the proposal, there are no Parts of the Ryde Development Control Plan 2014 that are specifically applicable. The proposal has been considered against Part 8.1 – Construction Activities, Part 8.2 – Stormwater and Floodplain Management and Part 8.5 – Public Civil Works and is considered satisfactory.

#### 5.6 Planning Agreements OR Draft Planning Agreements

There is a Voluntary Planning Agreement (VPA) in place between the Minister for Planning and Public Spaces and SH Melrose PP Land, Deicorp Projects and SH Melrose Land. Whilst Council is not a party to the VPA, it does cover four allotments within the Ryde LGA, being Lots 10 and 12-14 DP 128851 (or 1226 and 1218 to 1222) Victoria Road, Melrose Park. The VPA addresses the dedication of the front portion of the affected sites in the Ryde LGA to Transport for NSW in accordance with the land dedication plan in **Figure 5** below.





**Figure 5** – Land dedication plan showing land to be dedicated to Transport for NSW highlighted in yellow subject to this application

The proposal is consistent with the requirements of a VPA between the applicant and the State Government.

## 5.7 Development Contributions

The City of Ryde Section 7.11 and Section 7.12 Contributions Plans apply to this site. This plan calculates a contribution given the anticipated increase in demand to local infrastructure which is calculated off an increase in residential units or gross floor area. As this development does not propose any increase in residential units or GFA, no council contribution is required to be paid under section 7.11.

The NSW Housing Productivity Contribution commenced on 1 October 2023. This contribution is calculated based off an increase in residential or commercial floor space. This development application does not propose an increase in either.

## 5.8 Any matters prescribed by the regulation

## 6. The likely impacts of the development

### Bus Stop Relocation

The relocation of existing bus stop (211460) on Wharf Road needs to be conceptually approved by the local bus provider and detailed in the civil engineering plans. Details of a consultation letter accepted by the local bus company needs to be provided to Council prior to proposing the relocation of bus stop (211460) and progression to Construction Certificate. Suitable conditions of consent are recommended in this regard.

#### Loss of On-Street Car Parking

The proposal will result in the loss of approximately 170 metres or approximately 12 spaces of parallel on-street car parking spaces on Wharf Road given the proposed conversion of the on-street parking spaces to a travelling lane. The loss of this parking has been balanced against the expected intersection improvement to be gained by the works and it is expected that there will be greater public benefit gained by the proposed works than the retention of the parking spaces.

The proposed is based on a Transport Management and Accessibility Plan, prepared by Jacobs which has been assessed by Council's Traffic team and is considered satisfactory.

### **7. Suitability of the site for the development**

No natural hazards or site constraints are likely to have a significant adverse impact on the proposed development. Accordingly, the site is considered to be suitable for the proposed development subject to the conditions provided within the recommendation to this report.

### **8. The Public Interest**

Subject to implementation of conditions of consent outlined in **Attachment 1**, no circumstances have been identified to indicate this proposal would be contrary to the public interest.

### **9. Public Notification and Submissions**

The application was notified in accordance with the Ryde Community Participation Plan to potentially affected City of Ryde and City of Parramatta properties from 24 April 2024 until 27 May 2024. A total of four (4) submissions were received objecting to the proposal. The issues raised in the submissions are set out and addressed as follows:

- Wharf Road is already often a 'speedway' for vehicles, particularly for those coming from Marsden Road. This has already made it almost impossible to reverse out of the driveway. There has also been a number of near accidents involving cars entering Wharf Road from the Melrose Park development. Excessive speed on Wharf Road is also an issue for the primary school at the bottom of the long descent. This could be rectified with traffic calming devices along the length of Wharf Road.

Comment: It is not envisaged that the proposed intersection upgrade works will have any significant impact on the speed of vehicles on Wharf Road. In order to seek consideration of traffic calming devices on Wharf Road, the resident should make representations to either the Ryde or Parramatta Local Traffic Committee. Regardless of this, the enforcement of speed limits is the responsibility of the NSW Police.

- A further decrease in street parking would seriously impact on Ryde rate paying residents in Wharf Road. Residents have already been impacted by the inadequate parking spaces provided in many of the units blocks in the Melrose Village development. Consequently, overflow parking from Village residents makes finding street parking in Wharf Road a major headache for residents and guests and this proposal will significantly worsen the problem. It is simply too dangerous to be reversing cars in and out of the driveways along the Ryde side of Wharf Road.

Comment: It is acknowledged that the proposal will result in the removal of on-street car parking for a length of approximately 170 metres on Wharf Road. The removal of these on-street car parking spaces will actually result in an improvement in sight distance for the driveways from Nos. 1 to 9 Wharf Road given the absence of parked cars on the street which impede sight distance. The proposal is supported by a Transport Management and Accessibility Plan, Prepared by Jacobs which has been endorsed by Council's Traffic Engineers.

- It is disappointing that the needs of Ryde rate paying residents of Wharf Road seem to have been ignored to satisfy the development needs of the Melrose Village development. It is commonplace to see Village resident's cars illegally parked on the Ryde Council side of Wharf Road without any accountability. They restrict driveway access, visibility and have no qualms about leaving rubbish on the verge to be cleaned up and maintained by Wharf Road Ryde Council rate payers. Ironically, Parramatta Council has designated parking areas in the Melrose Village development 2 hour parking...again at the expense of Ryde Council rate payers on Wharf Road who have to contend with the consequential overflow parking needs of Parramatta Council (Melrose Village) residents. The policing of parking along Wharf Road, in our opinion, appears less than adequate.

Comment: There are no time limit parking restrictions on the side of Wharf Road that is located within the Ryde LGA, as a result, the locality is not heavily policed by Council's parking officers as the areas with time limit restrictions take precedence. In the event that the residents would like Council to more actively enforce parking in this locality, separate correspondence would need to be sent to Council to the attention of Council's parking officers.

- If the proposed development is to cater for the increased traffic along Wharf Rd and to alleviate the problems caused by Melrose Village residents holding up traffic flow by making right hand turns into Wykoff and Appleroth Streets, then the most effective solution would be to create another lane on the Parramatta Council side of Wharf Rd and to move the centre line of the road. There is more than ample unused space. Why has this not been considered

by the applicant. It is suspected that the applicant knows that Parramatta Council is too smart to allow this when they can make Ryde Council bear the discomfort.

Comment: The proposal will provide three turning lanes and one straight lane for northbound vehicles wishing to enter Victoria Road, which is an increase from the current two turning lanes. This will significantly increase the storage capacity on Wharf Road for northbound vehicles and will reduce the likelihood of queuing of northbound vehicles in the vicinity of the Wykoff and Appleroth Street intersections.

- Concern is raised in relation to the proposal to make Cobham Lane a one-way street and restrict the exit to Wharf Road to left turns only. Cobham Lane is crucial for the objector's daily commute as it provides the sole access to their garage. The proposed changes would severely hinder their ability to conveniently and safely enter and exit their property. The restriction to left turns only from Wharf Road would add considerable time and stress to their daily travels, disrupting the rhythm of their lives and causing unnecessary frustration and inconvenience.

Comment: Having regard to the number of lanes now proposed on Wharf Road at the location of Cobham Lane (being two southbound lanes and four northbound lanes), amending Cobham Lane to one way and left-turn only is an essential safety measure which will decrease traffic conflict in the vicinity of an increasingly busy intersection. The proposed changes to Cobham Lane have been assessed by Council's Public Domain and Traffic officers and are supported.

- Concern is raised in relation to the plan to cut down trees along Victoria Rd and Wharf Road. These trees are not only a vital part of our local ecosystem, providing essential environmental benefits such as air purification and shade, but they also contribute significantly to the aesthetic and serene nature of our community. Removing these trees for the sake of development is a short-sighted action that disregards the long-term environmental and social costs. Our community cherishes these trees, and their loss would be felt profoundly by all residents.

Comment: The subject application only seeks the removal of five street trees on Wharf Road and none on Victoria Road. The application has been assessed by Council's Tree Management Officer and the removal of four of the five trees proposed is supported. These trees comprise one Morus and three Jacarandas. One tree that was proposed to be removed, being a Syzygium hemilamprum is required to be retained and protected during works.

It is noted that the four trees permitted to be removed have been extensively pruned to allow for clearance from overhead power lines and the trees have a significant portion of their canopy weighted towards the road, resulting in the risk of them falling in the future. The removal of these trees is considered to be warranted. Three replacement trees, being Corymbia eximia (100 Litre pot sizes) are required to be planted in the locations of three of the removed trees.

- There was concerning behaviour from the developers during the demolition of 1226 Victoria Rd and 1222 Victoria Rd. The demolition activities caused significant damage to the objector's property, including their fences, without any official written or spoken notice. Despite being informed of these damages, the developers have shown a blatant disregard for concerns and have not taken any steps to rectify the situation. This negligence has already caused considerable distress and inconvenience, and it raises serious doubts about their commitment to responsibly managing the proposed development.

Comment: The conduct of the developers during previous works unrelated to this development application cannot be taken into consideration in this assessment of this application. There are suitable conditions of consent recommended to control the construction phase of the development which are required to be complied with by the applicant.

- There have been distressing tactics employed by the developers during their acquisition of the land at 1226 and 1222 Victoria Rd. They hired real estate agents who resorted to harassment and blackmail, claiming that the Council would eventually forcefully acquire the property and give it to the developers, so it was in their best interest to sell it to them immediately. This harassment occurred daily and caused immense stress and anxiety for their family.

Comment: This issue is unrelated to the subject development application and is not a matter for consideration under Section 4.15 of the Environmental Planning and Assessment Act.

## 10. Referrals

**Transport for NSW:** The application was referred to Transport for NSW (TfNSW) under the provisions of Sections 2.119 and 2.121 of SEPP (Transport and Infrastructure) 2021. TfNSW provided comments dated 23 May 2024 granting concurrence subject to conditions of consent. These conditions of consent form part of the conditions recommended in **Attachment 1**.

**Senior Development Engineer:** No objections were raised and no conditions of consent were recommended as the works are proposed within the public domain area.

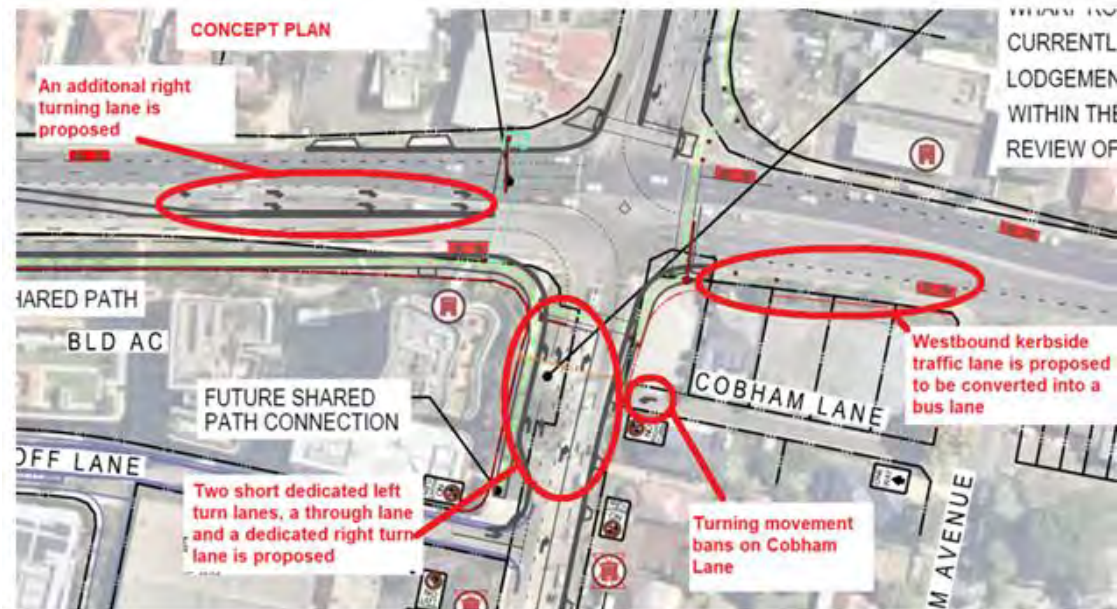
**Tree Management Officer:** The proposed tree removal of the five Council trees located on the Wharf Road nature strip was considered by Council's Tree Management Officer. The proposal to remove Tree No. 1, being a Broad Leaved Lilly Pilly was not supported and this tree is to be retained and protected during works. However, the removal of Tree Nos. 2 to 5 being one Morus and three Jacarandas is supported subject to replacement plantings. Conditions of consent are recommended in this regard.

**City Works – Traffic:** The following comments were provided by Council's City Works – Traffic team:



Victoria Road/Marsden Road/Wharf Road intersection layout:

The following markups in **Figures 6 and 7** illustrate the differences in design between the concept plan and the requirements specified within approved planning documentation (e.g. Jacobs Transport Management & Accessibility Plan (TMAP) as part of the Melrose Park North Planning Proposal).



**Figure 6** – Submitted DA plans with traffic team markups in red



**Figure 7** – Approved TMAP with traffic team markups in red

The proposed design for the turning lanes on Wharf Road has now reduced capacity compared to the initial proposal, potentially resulting in longer traffic queues on Wharf Road. This could make it more challenging for drivers to access nearby public roads and driveways. Additionally, converting the westbound kerbside lane on Victoria Road

into a bus lane instead of a left turn lane might prompt more drivers to use Cobham Avenue to bypass traffic, which could diminish the residential quality of the area.

It is understood that the applicant was unable to secure all the land needed for the proposed road widening along Victoria Road. To address this, the road upgrade design was revised in collaboration with Transport for NSW (TfNSW) to eliminate the need for the unacquired land.

The applicant also submitted a summary report on the Aimsun Modelling assessment for the Victoria Road Upgrade Works. The modelling indicates that the Victoria Road / Wharf Road intersection will operate satisfactorily with a Level of Service (LOS) D during both the AM and PM peak periods under the revised design. This includes a 95% development demand scenario and dual right turns into Wharf Road, with maximum queue lengths generally contained within the turn bay storage lengths. These findings align closely with the results of the Council's traffic modelling for the same scenario.

It is noted that the applicant has entered into a Voluntary Planning Agreement (VPA) with the Minister for Planning and Public Spaces on the basis of the TMAP recommendations, land dedication and the updated road upgrades design. The VPA included provisions for a payment to TfNSW by the Applicant, for TfNSW to perform the final upgrades at a future time that would also require, amongst other items, their partial acquisition of the required lands.

However, the schedule for these final upgrades according to the TMAP recommendations is currently uncertain. Therefore, it is recommended that a deferred commencement condition be imposed, requiring the applicant to obtain and provide formal confirmation from TfNSW regarding the timing of the final upgrades as per the TMAP recommendations.

Cobham Lane Traffic Movement Restriction:

The proposed design shows that traffic movements at the intersection of Wharf Road and Cobham Lane is restricted to left out only from Cobham Lane onto Wharf Road and traffic movements at the intersection of Wykoff Lane and Wharf Road will be restricted to left in left out only. It is recommended that a raised median island or similar be installed on Wharf Road to restrict right turn manoeuvring in and out of Cobham Lane and Wykoff Lane. A condition of consent is recommended in this regard.

Intersection of Marsden Road and Winbourne Street:

It is recommended that the proposed 'Keep Clear' pavement marking at the intersection of Marsden Road and Winbourne Street be extended to the whole southbound lanes of Marsden Road within the intersection to facilitate right turn movements to and from Winbourne Street. A condition of consent is recommended in this regard.

Comment: The comments from the Traffic team are concurred with as well as the recommendation for a deferred commencement consent to be granted to require the applicant to obtain a formal confirmation from TfNSW regarding the timing of the final upgrades as per the TMAP recommendations.

**City Works – Public Domain:** No objections were raised by Council’s City Works – Public Domain team subject to recommended conditions of consent.

## 11. Conclusion

The application has been assessed against section 4.15 of the Environmental Planning and Assessment Act 1979, taking into consideration all relevant state and local planning controls.

Having regard to the assessment of the proposal from a merit perspective, Council officers are satisfied that the development is of an appropriate design and provides for acceptable levels of road network performance as an interim design.

It is considered that the proposal successfully minimises adverse impacts on the amenity of neighbouring properties. Further, the development will be further refined during detailed WAD phase by TfNSW. Any impacts on Council roads beyond the WAD works will be further considered prior to works commencing, as per the relevant recommended conditions of consent.

The proposal is considered to adequately respond to the site constraints subject to recommended conditions of consent.

For these reasons, it is considered that the proposal is satisfactory having regard to the matters of consideration under Section 4.15 of the Environmental Planning and Assessment Act 1979 and approval is recommended subject to conditions.

## 12. Recommendation

- a) **That** the Ryde Local Planning Panel as the consent authority grant deferred commencement consent under Section 4.16(3) of the Environmental Planning and Assessment Act 1979 to Development Application No. LDA2024/0062 for proposed road widening, new traffic signals and upgrades to intersection, including land subdivision, dedication and civil works at the intersection of Victoria Road/Marsden Road/Wharf Road, Melrose Park, subject to the recommended conditions of consent outlined in **Attachment 1**.
- b) **That** Transport for NSW be notified of the Panel’s decision via the NSW Planning Portal.
- c) **That** objectors be notified of the Panel’s decision.

## ATTACHMENTS

- 1 Recommended Conditions of Consent
- 2 Proposed plans
- 3 Voluntary Planning Agreement
- 4 Transport for NSW Comments
- 5 Applicant’s submission on recommended conditions
- 6 Memo to LPP on Applicant’s submission on conditions



Report prepared by:

**Shannon Butler**  
**Senior Town Planner**

Report approved by:

**Sohail Faridy**  
**Acting Manager Development Assessment**

18 December 2024

TfNSW Reference: SYD24-00826/03

Mr Nik Frank  
Senior Project Manager  
Sekisui House  
Ground Floor, 68 Waterloo Road  
Macquarie Park NSW 2113

Email [Nik.frank@sekisuihouse.com.au](mailto:Nik.frank@sekisuihouse.com.au)



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**DEVELOPMENT CONSENT FOR LDA2024/0062  
VICTORIA ROAD UPGRADE WORKS FOR MELROSE PARK NORTH  
659 VICTORIA ROAD, MELROSE PARK**

Dear Mr Frank,

Reference is made to your correspondence dated 9 December 2024 and the discussion between Sekisui House (**Applicant**) and Transport for NSW (**TfNSW**) regarding the deferred commencement condition for the Development Consent (**Consent**) of LDA2024/0062. The deferred commencement condition states that:

*"The applicant shall submit formal correspondence from Transport for NSW (TfNSW) to Council indicating when the final upgrades of the Victoria Road/Marsden Road/Wharf Road intersection will be commenced as per the Voluntary Planning Agreement (VPA) between the applicant and TfNSW. The final upgrades are to be in accordance with Figure 7.5 of the approved Melrose Park Transport Management and Accessibility Plan (TMAP) prepared by Jacobs dated 29 January 2019 including the provision of dual right turn lanes and a single left turn lane on Wharf Road onto Victoria Road and a dedicated left turn lane along the westbound kerbside of Victoria Road onto Wharf Road".*

Regarding the above, TfNSW advises that:

- The Applicant has already commenced the process to deliver the abovementioned works, except for the provision of a single left turn lane on Wharf Road onto Victoria Road (**classified road**) and a dedicated left turn lane along the westbound kerbside of Victoria Road onto Wharf Road due to the unavailability of land. Hence, the Applicant has entered into a Voluntary Planning Agreement (**VPA**) with the NSW Government (**State**) to undertake monetary contribution and land dedication for the delivery of dedicated left lane on Victoria Road onto Wharf Road.
- The current design outcomes, as presented in LDA2024/0062 and captured under the executed State VPA (SVPA2021-41), are complementary to the Transport Management and Accessibility Plan (**TMAP**) outcomes to be achieved in the future. The extent of design included in the present in LDA2024/0062 represents the scope of works within the TMAP that can be affected by the Applicant in accordance with the State-executed VPA (**SVPA**).
- TfNSW can confirm that the layout proposed for the design is not the 'ultimate' layout that is as per the TMAP. It is the agreed layout as provided in the SVPA. This was known as the "Interim (Stage 2)" design for Victoria Road. This layout is as per the approved agreement-in-principle (**AIP**) for this intersection (**TfNSW AIP 0192**).
- Consistent with the previous correspondence from TfNSW (SYD24-00826/01) dated 23 May 2024 to the City of Ryde referral (LDA2024/0062) the proposed works under the application, including civil and TCS, will be subject to TfNSW detailed design review and formal approval under the Roads Act, 1993 via the TfNSW Works Authorisation Deed (**WAD**) process.
- TfNSW advises that the 'ultimate' layout will be performed by others when land becomes available. i.e. Victoria Road frontages and 8 Wharf Road. As mentioned earlier, Applicant will provide land dedication and a monetary contribution for these future works as mandated by the SVPA.

As such, TfNSW is not able to provide confirmation of timing for the balance of upgrades beyond those identified in the DA. As the project progresses through TfNSW internal processes, both City of Parramatta and City of Ryde Council's will be consulted through the established local traffic committee (**LTC**) processes on timings and implementation. Any traffic management concerns can be addressed via the respective LTC's.

If you have any further inquiries in relation to this matter, Pahee Rathan, Senior Land Use Planner can be contacted via email at [development.sydney@transport.nsw.gov.au](mailto:development.sydney@transport.nsw.gov.au).

Yours sincerely,

A handwritten signature in black ink, appearing to read 'BEPeg'.

**Brendan Pegg**  
**Senior Manager Land Use Assessment Central and Western**  
**Transport Planning, Planning, Integration and Passenger Division**

## Attachment 1 - Recommended Conditions of Consent – LDA2024/0062

### SCHEDULE A

#### DEFERRED COMMENCEMENT CONDITION

	Condition
(A) Pursuant to Section 4.16 of the Environmental Planning and Assessment Act 1979, a deferred commencement consent is granted to LDA2024/0062, subject to the following condition of consent:	
1)	<b>TfNSW Confirmation Letter</b> The applicant shall submit formal correspondence from Transport for NSW (TfNSW) to Council indicating when the final upgrades of the Victoria Road/Marsden Road/Wharf Road intersection will be commenced as per the Voluntary Planning Agreement (VPA) between the applicant and TfNSW. The final upgrades are to be in accordance with Figure 7.5 of the approved Melrose Park Transport Management and Accessibility Plan (TMAP) prepared by Jacobs dated 29 January 2019 including the provision of dual right turn lanes and a single left turn lane on Wharf Road onto Victoria Road and a dedicated left turn lane along the westbound kerbside of Victoria Road onto Wharf Road. <b>Condition Reason:</b> To ensure appropriate traffic management.
(B) Written evidence that the matter identified in deferred commencement condition (A) (1) above has been satisfied, must be submitted to Council within twelve (12) months from the date of this development consent, failing which, this development consent <b>will lapse</b> pursuant to Section 4.53 (6) of the Environmental Planning and Assessment Act 1979.	
(C) This Development Consent will not operate until such time that the Council notifies the Applicant in writing that that deferred commencement consent condition (A) (1) above has been satisfied; and	
(D) Upon Council giving written notification to the Applicant that deferred commencement consent condition (A) (1) above has been satisfied, the development consent will become operative from the date of that written notification, subject to the following conditions of consent in Schedule B.	

### SCHEDULE B

#### GENERAL CONDITIONS

	Condition													
1)	<b>Approved plans and supporting documentation</b>													
	Development must be carried out in accordance with the following approved plans and documents, except where the conditions of this consent expressly require otherwise, subject to final TfNSW approval.													
	<table><tr><td colspan="5">Approved plans</td></tr><tr><td>Plan Number</td><td>Revision Number</td><td>Plan Title</td><td>Drawn by</td><td>Date of Plan</td></tr></table>					Approved plans					Plan Number	Revision Number	Plan Title	Drawn by
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Plan Number	Revision Number	Plan Title	Drawn by	Date of Plan										

	Condition																																				
	1115	3	General Arrangement Plan Sheet 05	Northrop	30/08/2024																																
	1121	3	General Arrangement Plan Sheet 11	Northrop	30/08/2024																																
	1118	2	General Arrangement Plan Sheet 06	Northrop	03/11/2023																																
	1120	2	General Arrangement Sheet 10	Northrop	03/11/2023																																
	41367 196DP	-	Plan of Proposed Subdivision of Lot 10 in DP 128851	LTS	12/02/2024																																
	<table><tr><th colspan="4">Approved documents</th></tr><tr><th>Document Title</th><th>Revision Number</th><th>Prepared by</th><th>Date of document</th></tr><tr><td>Melrose Park Victoria Road Upgrade Works – AIMSUN Modelling</td><td>2</td><td>Ason Group</td><td>30/08/2024</td></tr><tr><td>Road Safety Review</td><td>-</td><td>CCHD</td><td>29/08/2024</td></tr><tr><td>Transport Management and Accessibility Plan</td><td>-</td><td>Jacobs</td><td>24/01/2019</td></tr><tr><td>Construction Traffic Management Plan</td><td>-</td><td>Aspect</td><td>March 2024</td></tr><tr><td>Strategic Design Report</td><td>02</td><td>Northrop</td><td>01/11/2023</td></tr><tr><td>Arboricultural Impact Assessment</td><td>-</td><td>Accurate Tree Assessment</td><td>December 2023</td></tr></table>					Approved documents				Document Title	Revision Number	Prepared by	Date of document	Melrose Park Victoria Road Upgrade Works – AIMSUN Modelling	2	Ason Group	30/08/2024	Road Safety Review	-	CCHD	29/08/2024	Transport Management and Accessibility Plan	-	Jacobs	24/01/2019	Construction Traffic Management Plan	-	Aspect	March 2024	Strategic Design Report	02	Northrop	01/11/2023	Arboricultural Impact Assessment	-	Accurate Tree Assessment	December 2023
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In the event of any inconsistency with the approved plans and a condition of this consent, the condition prevails.																																					
<b>Condition Reason:</b> To ensure all parties are aware of the approved plans and supporting documentation that applies to the development																																					
2)	<b>Sediment and Erosion Control measures</b> Erosion and sediment control measures are to be installed in accordance with the publication ‘Urban Stormwater: Soils and Construction “The Blue Book” 2004 (4th edition) prior to the commencement of any demolition, excavation or construction works upon the site. These measures are to be maintained throughout the entire works. <b>Condition Reason:</b> To ensure soil and water management controls are in place before site works commence.																																				
3)	<b>Land Boundary / Cadastral Survey</b>																																				

	<p>If any design work relies on critical setbacks from land boundaries or subdivision of the land is proposed, it is a requirement that a land boundary / cadastral survey be undertaken to define the land.</p> <p>The land boundaries should be marked or surveyed offset marks placed prior to the commencement of any work on site.</p> <p><b>Condition reason:</b> To ensure that the approved development is built in accordance with the stamped approved plans.</p>
4)	<p><b>Public utilities and service alterations</b></p> <p>All utility mains, services, poles and pillars which require alteration due to works associated with the development, must be altered at the cost of the person acting on the consent. The person acting on the consent must comply with the requirements (including financial costs) of the relevant utility provider (e.g. Ausgrid, Energy Australia, Sydney Water, Telstra, TfNSW, Jemena, NBN, Council, etc.) in relation to any connections, works, repairs, relocation, replacement and/or adjustments to public infrastructure or services affected by the development.</p> <p><b>Condition reason:</b> Protection of infrastructure and compliance with the requirements of the relevant authorities.</p>
5)	<p><b>Traffic management</b></p> <p>Traffic management procedures and systems must be in place and practised during the works period to ensure safety and minimise the impact on adjoining pedestrian and vehicular traffic systems in accordance with AS 1742.3 - 2019 and Council's DCP Part 8.1 (Construction Activities).</p> <p><b>Condition reason:</b> To ensure that appropriate procedures are in place to assist with the safety of all affected road users within the public domain when works are being undertaken.</p>
6)	<p><b>Road activity permits</b></p> <p>Prior to carrying out any work in, on or over a road reserve or on local roads, consent from Council is required as per the Roads Act 1993. The person acting on the consent is required to review the "Road Activity Permits Checklist" (available from Council's website: <a href="https://www.ryde.nsw.gov.au/files/assets/public/forms-and-documents/2023-07-road-activity-permits-checklist.pdf">https://www.ryde.nsw.gov.au/files/assets/public/forms-and-documents/2023-07-road-activity-permits-checklist.pdf</a>) and apply for the relevant permits for approval by Council. Types of road activity permits potentially required including Road Use Permit, Work Zone Permit, Road / Footpath / Driveway / Nature Strip / Kerb and Gutter Opening Permit, Temporary Placement of Elevated Tower, Crane or Concrete Pump, Operation of a Crane Over Air Space Permit, Construction Hoarding Permit and Skip Bin on Nature Strip Permit. Penalties apply for failure to comply.</p> <p><b>Condition reason:</b> To ensure the amenity and state of the public domain is maintained.</p>
7)	<p><b>Road and active transport upgrades</b></p> <p>The following traffic mitigation works are required to be delivered by the person acting on this consent at no cost to Council, subject to TfNSW approval:</p> <ol style="list-style-type: none"> <li>1. Raised median island on Wharf Road from Victoria Road up to Wykoff Lane.</li> <li>2. 'Keep Clear' pavement marking at the intersection of Marsden Road and Winbourne Street along the whole southbound lanes of Marsden Road within the intersection.</li> </ol> <p><b>Condition reason:</b> To ensure appropriate traffic management works are completed.</p>
8)	<p><b>Oversize Overmass Vehicles Permit</b></p>

	An Oversize Overmass approval from the National Heavy Vehicle Regulator (NHVR) must be submitted to the principal certifier. The person acting on this consent must submit an application for an Oversize Overmass Permit through NHVR's portal ( <a href="http://www.nhvr.gov.au/about-us/nhvr-portal">www.nhvr.gov.au/about-us/nhvr-portal</a> ) prior to driving through local roads within the City of Ryde LGA.
	<b>Condition reason:</b> To ensure maintenance of Council's assets.
9)	<b>Transport for NSW Requirements</b>
	The development shall be undertaken in accordance with the Transport for NSW conditions outlined in the letter dated 23 May 2024 and attached to this consent as Appendix 1.
	<b>Condition Reason:</b> To ensure compliance with Transport for NSW requirements.

## BUILDING WORK

### BEFORE ISSUE OF A CONSTRUCTION CERTIFICATE

	Condition
10)	<b>Long Service Levy</b>
	Before the issue of the relevant construction certificate, the long service levy of 0.25% of the cost of works must be paid to the Long Service Corporation of Council under the <i>Building and Construction industry Long Service Payments Act 1986</i> , section 34, and evidence of the payment is to be provided to principal certifier.
	<b>Condition Reason:</b> To ensure the long service levy is paid.
11)	<b>Design Certificate for Public Domain Improvements</b>
	Before the issue of the relevant construction certificate, public domain plans are required to be prepared and approved by Council. The plan must include:
	(a) Footpath reconstruction as specified in the condition of consent for Public Infrastructure Improvements.
	(b) Any existing street trees being removed to be replaced in accordance with the Eastwood Street Tree Master Plan. Any replacement and newly designated tree species are subject to the approval of Council's tree management officer.
	Note: In designing the street tree layout, the consultant shall check and ensure that all new street trees are positioned such that there are no conflicts with the proposed street lights, utilities and driveway accesses. The proposed street lights will have priority over the street trees. All costs associated with the removal of existing street trees, where required, will be borne by the Developer.
	(c) All new telecommunication and utility services are to be placed underground along the development Street frontages. The relocation/adjustment of all public utility services affected by the proposed works is the sole responsibility of the applicant. Written approval from the applicable Public Authority shall be submitted to Council along with the public domain plans submission prior to undertaking any utility connection works within the Council Public Domain. The public utility cover

	Condition
	<p>requirements shall be based on the approved Finished Surface Levels for the footpath, driveways and kerb ramps.</p> <p>Electricity undergrounding requirements specified in the Ausgrid Network Standards NS130 and NS156 are to be met.</p> <p>(e) New street lighting serviced by metered underground power and on new lights poles shall be designed and installed to Australian Standard AS1158 Lighting for Roads and Public Spaces. Council's Infrastructure Services Department must be contacted prior to determine the minimum vehicular and pedestrian luminance categories along Wharf Road.</p> <p>All fees and charges associated with the review of these plan are to be paid (as per Council's Fees and Charges).The Council approved public domain plans and documentation are to be presented to the Principal Certifier.</p>
	<b>Condition Reason:</b> Provision and upgrade of public assets and to ensure compliance with Council's relevant Planning Instruments
12)	<p><b>Design Certificate for Public Infrastructure Improvements</b></p> <p>Before the issue of the relevant construction certificate, public infrastructure plans are required to be prepared by a Chartered Civil Engineer (registered on the NER of Engineers Australia) are to be submitted to and approved by Council's City Infrastructure Directorate. Confirmation of Council approval is to be provided to the principal certifier. The plans shall be in accordance with City of Ryde DCP 2014 Part 8.5 - Public Civil Works, and DCP 2014 Part 8.2 — Stormwater Management, where applicable and must include:</p> <p><b>Wharf Road Frontage:</b></p> <ol style="list-style-type: none"> <li>The footpath reconstruction scope on the eastern side of Wharf Road to be extended up to the Appleroth Street intersection. For works beyond the TfNSW Works Approval zone The footpath along the Wharf Road frontage is to be replaced with a minimum 1.2m width, and maximum crossfall of 2.5% towards the kerb line.</li> <li>The reconstruction of all kerb and gutter along the Wharf Road frontage beyond the TfNSW Works Approval zone. All proposed kerb profiles and realigned kerb setbacks are to be provided to ensure proper connections to existing kerb and gutter along the street frontage. A long section plan demonstrating the kerb invert, back of kerb and adjacent footpath levels needs to be provided to demonstrate adequate stormwater drainage along the kerb gutter.</li> <li>Full width road pavement is required to be reconstructed between the crown and kerbside boundary up to the Appleroth Street intersection, starting from Victoria Road</li> <li>All vehicular driveway crossings proposed for reconstruction within the Ryde LGA must be consulted with the adjoining property owners, and the design must be approved by City of Ryde prior to reconstruction. Written confirmation from the effected property owners will be required for any amendments to their driveways. The relocation/adjustment of all public utility services affected</li> </ol>



	Condition
	<p>by the proposed works shall be undertaken as part of the Development works.</p> <p>e. All existing utility services must be undergrounded and new Street Lighting must be provided to meet current Australian Standards where applicable. All utility adjustments and relocations are at the expense of the applicant.</p> <p>f. Any traffic devices, road signage and linemarking details in the public domain must be in accordance with the approval of Council's Traffic &amp; Transport Services Department.</p> <p><b>Notes:</b></p> <p>1. The Applicant is advised to consider the finished levels of the public domain, including new or existing footpaths, prior to setting the boundary levels for all effected property owners along Wharf Road.</p> <p>2. Depending on the complexity of the proposed public domain works, the Council's review of each submission of the plans may take a minimum of six (6) weeks.</p> <p>3. Prior to submission to Council, the Applicant is advised to ensure that the drawings are prepared in accordance with the standards listed in the City of Ryde DCP 2014 Part 8-5 - Public Civil Works, Section 5 "Standards Enforcement". A checklist has also been prepared to provide guidance, and is available upon request to Council's City Infrastructure Directorate.</p> <p>4. City of Ryde standard drawings for public domain infrastructure assets are available on the Council website. Details that are relevant may be replicated in the public domain design submissions; however Council's title block shall not be replicated.</p> <p>All fees and charges associated with the review of this plan are to be paid (as per Council's Fees and Charges). The approval public domain plans and documentation are to be presented to the Principal Certifier.</p> <p><b>Condition Reason:</b> Provision and upgrade of public assets and to ensure compliance with Council's relevant Planning Instruments</p>
13)	<p><b>Public domain works – Defects Liability Bond</b></p> <p>To ensure satisfactory restoration of the public domain infrastructure works, following completion of the development, for works beyond the TfNSW Works Approval zone, a public domain defects and security bond must be paid to Council in the form of a cash deposit or Bank Guarantee of \$160,000, prior to the issue of the construction certificate. The bond will only be refunded when the works are determined to be satisfactory to Council after the expiry of the 12 months defects liability period.</p> <p><b>Condition reason:</b> To ensure compliance with specifications and identification of defects not visible at final inspection.</p>
14)	<p><b>Anticipated assets register (changes to council assets)</b></p> <p>Before the issue of any construction certificate, an anticipated asset register is to be prepared to the satisfaction of Council's City Infrastructure Department with confirmation provided to the principal certifier. The anticipated asset register must include but not limited to the following:</p> <ul style="list-style-type: none"> <li>• new road pavements</li> <li>• new Multi-Function Poles (MFPs)</li> <li>• new concrete footways</li> </ul>

	Condition
	<ul style="list-style-type: none"> <li>• new street trees and tree pits (inventory of any removed trees also need to be included)</li> <li>• street furniture</li> <li>• bus shelters</li> <li>• kerb and gutter</li> <li>• driveways.</li> </ul>
	<b>Condition reason:</b> To record the anticipated civil works to be completed with the development.
15)	<b>Retaining Walls within Public Land</b> <p>Before the issue of a construction certificate, retaining walls design plans prepared by an appropriately qualified and practising structural engineer must be provided to Council for approval with confirmation provided to the principal certifier. The design plan must note that:</p> <ul style="list-style-type: none"> <li>• Retaining walls greater than 1000 mm high or retaining more than 600 mm of cut or fill proposed to be located within public land are to be designed by a Structural Engineer and must have subsoil drainage connected to the public drainage system.</li> </ul> <p>All components of any retaining walls, including subsoil drainage, must be located entirely within public land. The subsoil drainage lines of the retaining walls must be shown on the stormwater drainage concept plan.</p>
	<b>Condition reason:</b> To ensure public safety and protection of infrastructure.
16)	<b>Road safety audit</b> <p>Before the issue of the relevant construction certificate, a detailed design Road Safety Audit report on any new traffic and road upgrades must be submitted to the satisfaction of Council's Traffic Services Department. The Audit report must include the following information, at a minimum:</p> <ol style="list-style-type: none"> <li>1. Civil design of any new traffic and road upgrade; and</li> <li>2. Identification of any deficiencies in the design representing a safety risk to the public.</li> </ol> <p>The person acting on this consent is required to address all deficiencies identified within the Audit report to the satisfaction of Council. Confirmation of Council approval is to be provided to the principal certifier.</p>
	<b>Condition reason:</b> To ensure safety and amenity of all road users.
17)	<b>Construction pedestrian and traffic management plan</b> <p>Before the issue of a construction certificate, a Construction Pedestrian and Traffic Management Plan (CPTMP) shall be prepared by a suitably qualified traffic engineer and submitted to and approved by Council's Traffic Services Department. Confirmation of Council's acceptance of the CTMP is to be provided to the principal certifier.</p> <p>Truck movements are to be restricted to outside of peak weekday commuter periods between 7:00am – 9:00am and 4:00pm – 6:00pm to minimise impact on Wharf Road. Truck movements must be agreed with Council's Traffic Services Department prior to submission of the CPTMP.</p>

	Condition
	<p>All fees and charges associated with the review of this plan are to be paid in accordance with Council's Schedule of Fees and Charges with payment to be made prior to receipt of approval from Council's Traffic Services Department for the CPTMP.</p> <p>The CPTMP must include but not limited to the following:</p> <ol style="list-style-type: none"> <li>1. Provision for all construction materials to be stored on site, at all times.</li> <li>2. Specify construction truck routes and truck rates. Nominated truck routes are to be restricted to State Roads or non-light vehicle thoroughfare routes where possible.</li> <li>3. Make provision for parking onsite once the basement level parking is constructed. All Staff and contractors are to use the basement parking once available.</li> <li>4. Specify the number of truck movements to and from the site associated with the construction works. Temporary truck standing / queuing in a public roadway / domain in the vicinity of the site are not permitted unless approved by Council's Traffic Services Department.</li> <li>5. Include Traffic Control Plan(s)/Traffic Guidance Scheme(s) prepared by a SafeWork NSW accredited designer for any activities involving the management of vehicle and pedestrian traffic and results in alterations to the existing traffic conditions in the vicinity of the site.</li> <li>6. Specify appropriate parking measures for construction staff and sub-contractors to minimise the impact to the surrounding public parking facilities.</li> <li>7. Specify that a minimum fourteen (14) days notification must be provided to adjoining property owners prior to the implementation of any temporary traffic control measure.</li> <li>8. Include a site plan showing the location of any site sheds, location of requested Work Zones, anticipated use of cranes and concrete pumps, structures proposed on the footpath areas (hoardings, scaffolding or shoring) and any tree protection zones around Council street trees.</li> <li>9. Take into consideration the combined construction activities of other development(s) and/or roadworks in the surrounding area. To this end, the consultant preparing the CPTMP must engage and consult with relevant stakeholders undertaking such works within a 250m radius of the subject site to ensure that appropriate measures are in place to prevent the combined impact of construction activities. These communications must be documented and submitted to Council prior to work commencing on site.</li> <li>10. Specify spoil management process and facilities to be used on site.</li> <li>11. Specify that the roadway (including footpath) must be kept in a serviceable condition for the duration of construction. At the direction of Council, undertake remedial treatments such as patching at no cost to Council.</li> <li>12. Comply with relevant sections of the following documents: <ul style="list-style-type: none"> <li>• The Australian Standard <i>Manual of Uniform Traffic Control Devices</i> (AS1742.3-2019),</li> <li>• TfNSW' <i>Traffic Control at Work Sites</i> technical manual; and</li> <li>• Part 8.1 of City of Ryde <i>Development Control Plan 2014: Construction Activities</i>.</li> </ul> </li> </ol>

	Condition
	<b>Condition reason:</b> To ensure safety and amenity of all road users.
18)	<b>Traffic control device(s) (approval)</b> <p>Before the issue of a construction certificate, detailed engineering design plans must be prepared to the satisfaction of Council's Traffic Services Department for endorsement for Ryde Traffic Committee and subsequent approval by Council (by Council Resolution). Details of this approval are to be provided to the principal certifier.</p> <p>The engineering design plans must include:</p> <ol style="list-style-type: none"> <li>1. Raised median island on Wharf Road from Victoria Road up to Wykoff Lane, subject to TfNSW approval.</li> <li>2. 'Keep Clear' pavement marking at the intersection of Marsden Road and Winbourne Street along the whole southbound lanes of Marsden Road within the intersection.</li> </ol> <p>Note: The person acting on the consent is advised that Ryde Traffic Committee generally meets once a month. As such, adequate time should be allowed for the review and approval process.</p> <p>All fees and charges associated with the review of this plan are to be paid (as per Council's fees and charges).</p> <b>Condition reason:</b> To ensure maintenance of traffic flow and safety on the surrounding road network.

### PRIOR TO COMMENCEMENT OF CONSTRUCTION

	Condition
19)	<b>Payment of fees</b> <p>Before any site work commences, the following must be paid to council and written evidence of these payments provided to the principal certifier:</p> <ol style="list-style-type: none"> <li>1. Infrastructure Restoration and Administration Fee</li> </ol> <b>Condition Reason:</b> To ensure fees are paid for inspections carried out by council in connection with the completion of public work such as footway construction or stormwater drainage required in connection with the consent or the making good of any damage to council property.
20)	<b>Pre-Construction Dilapidation Report</b> <p>To ensure Council's infrastructure is adequately protected a pre-construction dilapidation report on the existing public infrastructure in the vicinity of the proposed development and along the travel routes of all construction vehicles, up to 100m either side of the development site, is to be submitted to Council. The report shall detail, but not be limited to, the location, description and photographic record (in colour) of any observable defects to the following infrastructure where applicable.</p> <ol style="list-style-type: none"> <li>(a) Road pavement,</li> <li>(b) Kerb and gutter,</li> <li>(c) Footpath,</li> <li>(d) Drainage pits,</li> <li>(e) Traffic signs, and</li> </ol>

	Condition
	<p>(f) Any other relevant infrastructure.</p> <p>The report is to be dated and submitted to, and approved by Council's City Infrastructure Directorate, prior to any work commencing.</p> <p>All fees and charges associated with the review of this report shall be in accordance with Council's Schedule of Fees and Charges and shall be paid at the time of the Dilapidation Report is submitted. An acknowledgement notification will be issued by Council once the relevant fees are received and the report is considered satisfactory.</p> <p><b>Condition reason:</b> To ensure protection of Council's infrastructure.</p>
21)	<p><b>Notice of intention to commence public domain works</b></p> <p>Before any public domain works commence, a Notice of Intention to Commence Public Domain Works must be submitted to Council's City Infrastructure Department and the principal certifier. This Notice must include the name of the Contractor who will be responsible for the construction works, and the name of the Supervising Engineer who will be responsible for providing the certifications required at the hold points during construction, and also obtain all Road Activity Permits required for the works.</p> <p><b>Condition reason:</b> To ensure compliance and record of works.</p>
22)	<p><b>Notification of adjoining owners and occupiers (public domain works)</b></p> <p>Before any public domain works commence, written notification must be provided to the adjoining owners and occupiers of the public domain works a minimum of two weeks prior to commencement of construction and copy of this letter is to be provided to the principal certifier. The notice is to include a contact name and number should they have any enquiries in relation to the construction works. The duration of any interference to neighbouring driveways must be minimised; and driveways must be returned to the operational condition as they were prior to the commencement of works, at no cost to the adjoining owners.</p> <p><b>Condition reason:</b> To ensure compliance and record of works.</p>
23)	<p><b>Pre-construction inspection</b></p> <p>Before any public domain works commence, a joint inspection to the discuss the proposed scope of public domain civil work with Council's Activation and Compliance Engineer from City Infrastructure Department prior to commencement of any public domain works.</p> <p>Note: Minimum 48-hour notice is required when booking the joint inspection.</p> <p><b>Condition reason:</b> To ensure compliance and communicate Council's requirements.</p>
24)	<p><b>Road occupancy licence</b></p> <p>Before any site works commences for any works beyond the TfNSW Works Approval zone, a Road Occupancy Licence (ROL) obtained from NSW Transport Management Centre must be submitted to Council's Traffic Services Department and the principal certifier for any works that may impact on traffic flows on a State Road (e.g., lane closures, etc.) and/or within 100m of a signalised intersection.</p> <p><b>Condition reason:</b> To satisfy Transport for NSW requirements.</p>
25)	<p><b>Street Tree Retention</b></p> <p>Before the issue of a construction certificate, tree protection measures are to be implemented which include:</p> <p>A) Protection fencing installed around Tree number 1, Broad Leaved Lilly Pilly (<i>Syzygium hemilamprum</i>) located on the Wharf Road reserve.</p>

	Condition
	<p>B) Minimum of two signs that include the words “Tree Protection Zone – Keep Out”. Each sign shall be a minimum size of 600mm x 500mm and the name and contact details of the Project Arborist. Signs shall be attached facing outwards in prominent positions at 10 metre intervals or closer where the fence changes direction. The signs shall be visible within the site.</p> <p>C) Bond of \$8,000 to be paid to Council.</p> <p>If protection fencing cannot be installed the following requirements are required:</p> <p>A) the stem and branches of trees to be retained shall be protected, as follows:</p> <p>(I) two layers of carpet underlay (or other padding approved by the Project Arborist) shall be installed around the stem and branches. Stem protection shall cover the stem from ground level; and</p> <p>(II) hardwood or treated pine timbers (100mm x 50mm) the same length as the stem or branch shall be positioned over the padding and next to each other around the stem or branch, secured together with galvanised wire or strapping. Boards shall not be nailed or screwed into the stem or branch. No part of the protection shall be secured to the tree.</p> <p>The ground surface within the Tree Protection Zone shall be protected by placing geotextile fabric on the ground surface, covering this with a layer of mulch to a depth of 75mm and then placing boarding (scaffolding board, plywood sheeting or similar material) on top. The geotextile fabric and mulch shall be kept clear of tree stems by at least 50mm</p> <p><b>Condition Reason:</b> To ensure the protection of Council’s Street Tree</p>

## DURING BUILDING WORK

	Condition
26)	<p><b>Hold points during construction (public domain)</b></p> <p>While site work is being carried out in the Public Domain, inspections are to be undertaken by a Chartered Civil Engineer (registered on the NER of Engineers Australia), at the following hold points with certification from the Engineer provided to Council and the principal certifier, at each stage of the inspection listed below, within 24 hours following completion of the relevant stage/s. The certificates must contain photographs of the works in progress and a commentary of the inspected works, including any deficiencies and rectifications that were undertaken. Prior to the commencement of construction and following the set-out on site of the position of the civil works to the levels shown on the approved civil drawings.</p> <p>At the time of the completion of the works, for areas within the TfNSW Works Approval zone and for which will be a Council asset, all relevant documentation that is subject to the Works Authorisation Deed (WAD) with TfNSW will be provided to Council and the principal certifier. A Council inspection may also occur at that stage.</p> <p>a. Upon excavation, trimming and compaction to the subgrade level - to the line, grade, widths and depths, shown on the approved civil engineering drawings.</p> <p>b. Upon compaction of the applicable sub-base course.</p>

	Condition
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### BEFORE ISSUE OF AN OCCUPATION CERTIFICATE

	Condition
29)	<p><b>Reinstatement of bus stop/shelter</b></p> <p>Before the issue of an occupation certificate, the bus stop is to be reinstated in its final location in accordance with the requirements of the Disability Standards for Accessible Public Transport 2002 and in a location to the satisfaction of Council's Traffic Services Department and bus provider(s).</p>

	Condition
	<b>Condition reason:</b> To ensure public infrastructure services are accessible and suitably located.
30)	<b>Road widening</b> Prior to the issue of any occupation certificate, the dedication of all land to Council for public road along the Victoria Road and Wharf Road frontages of the site must be lodged and registered with Land Registry Services. The dedication must only be initiated after Council has provided written confirmation of a satisfactory final inspection of the completed public infrastructure works. The associated administrative and registration costs where applicable, must be borne by the person acting on the consent. <b>Condition reason:</b> To provide upgraded infrastructure to improve traffic flow.
31)	<b>Public domain improvements and infrastructure works (completion)</b> Prior to the issue of any occupation certificate, all public domain improvements and infrastructure works must be completed to the satisfaction of Council's City Infrastructure Department, in accordance with the approved public domain plans and at no cost to the Council. <b>Condition reason:</b> To ensure compliance with all approved documents and plans.
32)	<b>Restoration (supervising engineer's certificate)</b> Prior to the issue of any occupation certificate, a certificate from the Supervising Engineer confirming that the final restoration of disturbed road and footway areas for the purpose of connection to public utilities, including repairs of damaged infrastructure and replacement of any redundant vehicular crossings as a result of the construction works associated with this development site, have been completed in accordance with the Council's standards and specifications, and DCP Part 8.5 (Public Civil Works), or the Transport for NSW' standards and specifications, where applicable. <b>Condition reason:</b> To ensure public safety and protection of infrastructure.
33)	<b>Electricity accounts for new street lighting</b> Prior to the issue of any occupation certificate, a Certificate of Compliance - Electrical Work (CCEW) from the Electrical Contractor, and certification from a qualified Electrical Engineering consultant must be prepared to the satisfaction of Council confirming that the street lighting in the public domain has been constructed in accordance with the approved drawings and City of Ryde standards and specifications. <b>Condition reason:</b> To ensure all works completed are compliant with relevant standards.
34)	<b>Compliance certificate (external landscaping works)</b> Prior to the issue of any occupation certificate, certification from a qualified Landscape Architect confirming that the public domain landscaping works have been constructed in accordance with the approved drawings and City of Ryde standards and specifications must be prepared to the satisfaction of Council. <b>Condition reason:</b> To ensure compliance with approved documents and plans.
35)	<b>Public domain works-as-executed plans</b> Prior to the issue of any occupation certificate, Works-as-Executed (WAE) Plans must be prepared to the satisfaction of Council's City Infrastructure Department. The WAE Plans must be prepared on a copy of the approved plans and must be certified by a Registered Surveyor. All departures from the approved details must be marked in red with proper notations.



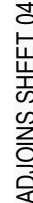
	Condition
	<p>Any rectifications required by Council's City Infrastructure Department must be completed by the person acting on this consent prior to the issue of any occupation certificate.</p> <p>In addition to the WAE Plans, a list of all infrastructure assets (new and improved) that are to be handed over to City of Ryde must be submitted in a form advised by Council's City Infrastructure Department. The list must include all the relevant quantities in order to facilitate the registration of the assets in Council's Asset Registers.</p> <p><b>Condition reason:</b> To ensure that all works completed are recorded.</p>
36)	<p><b>Registered surveyor final certificate</b></p> <p>Upon completion of all construction works, and before the issue of any occupation certificate, Certification from a Registered Surveyor must be prepared to the satisfaction of Council, stating that all works (above and below ground) are contained within the site's boundary.</p> <p><b>Condition reason:</b> To ensure compliance with approved plans and documents and to ensure that the development has no encroachments.</p>
37)	<p><b>Supervising engineer final certificate</b></p> <p>Prior to the issue of any occupation certificate, a Final Certificate from the Supervising Engineer confirming that the public domain works have been constructed in accordance with the approved drawings, City of Ryde standards and specifications must be prepared to the satisfaction of Council. The certificate must include commentary to support any variations from the approved drawings.</p> <p><b>Condition reason:</b> To ensure compliance with approved plans and documents.</p>
38)	<p><b>Council road pavement dilapidation fee</b></p> <p>Prior to the issue of any occupation certificate, a Road Pavement Dilapidation Fee is payable to Council (as per Council's fees and charges). This payment is to offset the significant acceleration of the serviceable lifespan of Council road pavement resulting from dilapidation during demolition and construction phases of the development works. The following documentation is to be provided to Council to enable calculation of the fee:</p> <ul style="list-style-type: none"> <li>Approved Construction Traffic Management Plan (CTMP) detailing approved routes of heavy vehicles to and from the site during the demolition and construction phases.</li> </ul> <p>The fees calculated by Council from the above documentations must be paid by the Applicant prior to issue of any occupation certificate.</p> <p><b>Condition reason:</b> To protection and maintenance of Council's road pavement assets.</p>
39)	<p><b>Road Safety Audit</b></p> <p>Before the issue of any occupation certificate, a post construction (pre-opening) Road Safety Audit report must be prepared and submitted to the satisfaction of Council's Traffic Services Department and TfNSW. The person acting on this consent is required to address all deficiencies identified within the Audit report to the satisfaction of Council. Should there be disagreement between Council and TfNSW, then TfNSW comments and approval will take precedence. Confirmation of Council approval is to be provided to the principal certifier.</p> <p><b>Condition reason:</b> To ensure safety and amenity of all affected road users.</p>
40)	<b>Signage and linemarking (external - approval)</b>

	Condition
	<p>Before the issue of an occupation certificate, a signage and linemarking plan must be prepared by a suitably qualified traffic engineer to the satisfaction of Council's Traffic Services Department for any traffic and parking changes proposed on the public road network.</p> <p>Note: The person acting on this consent is advised that traffic and parking changes may need to be referred to the Ryde Traffic Committee, which generally meets once a month. As such, adequate time should be allowed for the review and approval process.</p> <p>All fees and charges associated with the review of this plan are to be paid (as per Council's Fees and Charges current at the time of payment).</p> <p><b>Condition reason:</b> To ensure that changes to the traffic and parking conditions within the surrounding public road network as a consequence of the development is appropriately managed to minimise the impact to public safety and amenity.</p>
41)	<p><b>Signage and linemarking (external - implementation)</b></p> <p>Before the issue of any occupation certificate, the installation of the signage and linemarking, as per the plan approved by Council and TfNSW, is to be carried out by the person acting on this consent. All costs associated with the supply and construction of the signage and linemarking are to be borne by the person acting on this consent (at no cost to Council).</p> <p><b>Condition reason:</b> To ensure that the works approved in the signage and linemarking plan are installed.</p>
42)	<p><b>Traffic control devices (implementation)</b></p> <p>Before the issue of any occupation certificate, the person acting on this consent is to construct the raised median island on Wharf Road, should this be approved by TfNSW, and the 'Keep Clear' pavement marking at the intersection of Marsden Road and Winbourne Street, as per the approved plan at their own cost (at no cost to Council). These works must be completed to the satisfaction of Council and TfNSW with confirmation provided to the principal certifier.</p> <p><b>Condition reason:</b> To ensure that the works outlined in the approved signage and linemarking plan are installed, prior to the development being occupied.</p>
43)	<p><b>Replacement Street Trees</b></p> <p>Prior to the issue of any Occupation Certificate, three replacement street trees are to be planted and maintained through establishment in accordance with Council's Street Tree Masterplan. The replacement trees are to be 3 x Corymbia eximia, with a minimum 45 Litre pot size, to be planted in the location of three of the trees approved for removal within the Wharf Road nature strip.</p> <p><b>Condition Reason:</b> To maintain the green streetscape.</p>
44)	<p><b>New Street Tree</b></p> <p>Before the issue of an Occupation Certificate, a replacement street tree bond is to be paid to Council in the amount of \$3,000 per replacement tree with evidence provided to the principal certifier.</p> <p>The security deposit will not be released until Council has inspected the tree upon request (and no earlier than 12 months after the release of the Occupation Certificate) and is satisfied that the tree is in a sound and healthy condition.</p>

	Condition
	If upon inspection the tree is found to be unviable for retention the bond will not be refunded.
	<b>Condition Reason:</b> To ensure the health of the replacement street tree










**End of conditions**














ADDITIONS SHEET 06

- ## DRAINAGE STRUCTURES
- EXISTING**

  -  HEADWALL (HW)
  -  SA1
  -  SA2
  -  SA3
  -  SAS
  -  SO1
  -  SO2
  -  SURFACE INLET PIT
  -  JUNCTION PIT (JP)

**PROPOSED**

  -  HEADWALL (HW)
  -  SA1
  -  SA2
  -  SA3
  -  SAS
  -  SB
  -  JUNCTION PIT (JP)
  -  GROSS POLLUTANT TRAP (GPT)
  -  ACO DRAIN
- PROPOSED ROAD PAVEMENT  
(INCLUDES MILL & RESHEET)
- PROPOSED CONCRETE MEDIAN / PATHWAYS  
AND DRIVEWAYS

1. ALL WORKS IN ACCORDANCE WITH TNSW STANDARDS AND SPECIFICATIONS.
2. FOR GENERAL NOTES REFER TO DRAWING VRUW-NRP-CV-DWG-0008.
3. CONTRACTOR TO CONFIRM LOCATION OF ALL EXISTING SERVICES PRIOR TO COMMENCEMENT OF WORKS
4. FOR TYPICAL SECTIONS REFER DRAWING SERIES VRUW-NRP-CV-DWG-1101
5. FOR ROAD ALIGNMENT CONTROL SETOUT REFER DRAWING SERIES VRUW-NRP-CV-DWG-1131
6. ALL BATTER SLOPES TO BE MAX 4(H):1(V) INTERFACING TO EXISTING UNLESS NOTED OTHERWISE
7. ALL PROPOSED PAVEMENT / KERB AND VERGE WORKS TO NEATLY INTERFACE TO EXISTING
8. EXTENT OF INTERFACE WORKS (IE RETAINING WALLS, BATTERS AND THE LIKE) TO BE DEVELOPED DURING DETAILED DESIGN
9. WHERE NEW KERB AND CHANNEL IS CONSTRUCTED, VEHICLE CROSSEOVERS TO BE RECONSTRUCTED IN ACCORDANCE WITH TNSW STANDARDS
10. EXISTING KERB, MEDIANS, FOOTPATHS AND THE LIKE WITHIN AREAS SHOWN AS NEW PAVEMENT ARE TO BE REMOVED UNLESS NOTED OTHERWISE
11. THE EXISTING SERVICE STATIONS (700 VICTORIA RD) REMEDIATION AND INTERNAL ADJUSTMENTS TO BE UNDERTAKEN BY OTHERS AS PART OF A SEPARATE PACKAGE OF WORKS.
12. NO WORKS PROPOSED TO OCCUR WITHIN LOTS 1218-1222 AND 1226 VICTORIA RD (ADJ COBHAM LANE) AS PART OF THE VRUW PROJECT.
13. INTERFACING WORKS TO AREAS ADJACENT THE PUBLIC ROAD CORRIDOR ARE IDENTIFIED AS 700 VICTORIA RD, 1226 VICTORIA RD, VRS BUILDING AB, VRS BUILDING AC AND THE BOULEVARD PARK. INTERFACING WORKS ENVISAGED TO BE VIA LOCALISED REGRADING AND/OR LOW HEIGHT LANDSCAPING WALLS (IE <0.5m HIGH). WHERE RETAINING WALLS ARE ADOPTED, WALL PLACEMENT MUST BE WITHIN PRIVATE LOTS WHERE PRACTICAL. FULL SCOPE TO BE DETERMINED DURING DETAILED DESIGN.

**NOT FOR CONSTRUCTION**

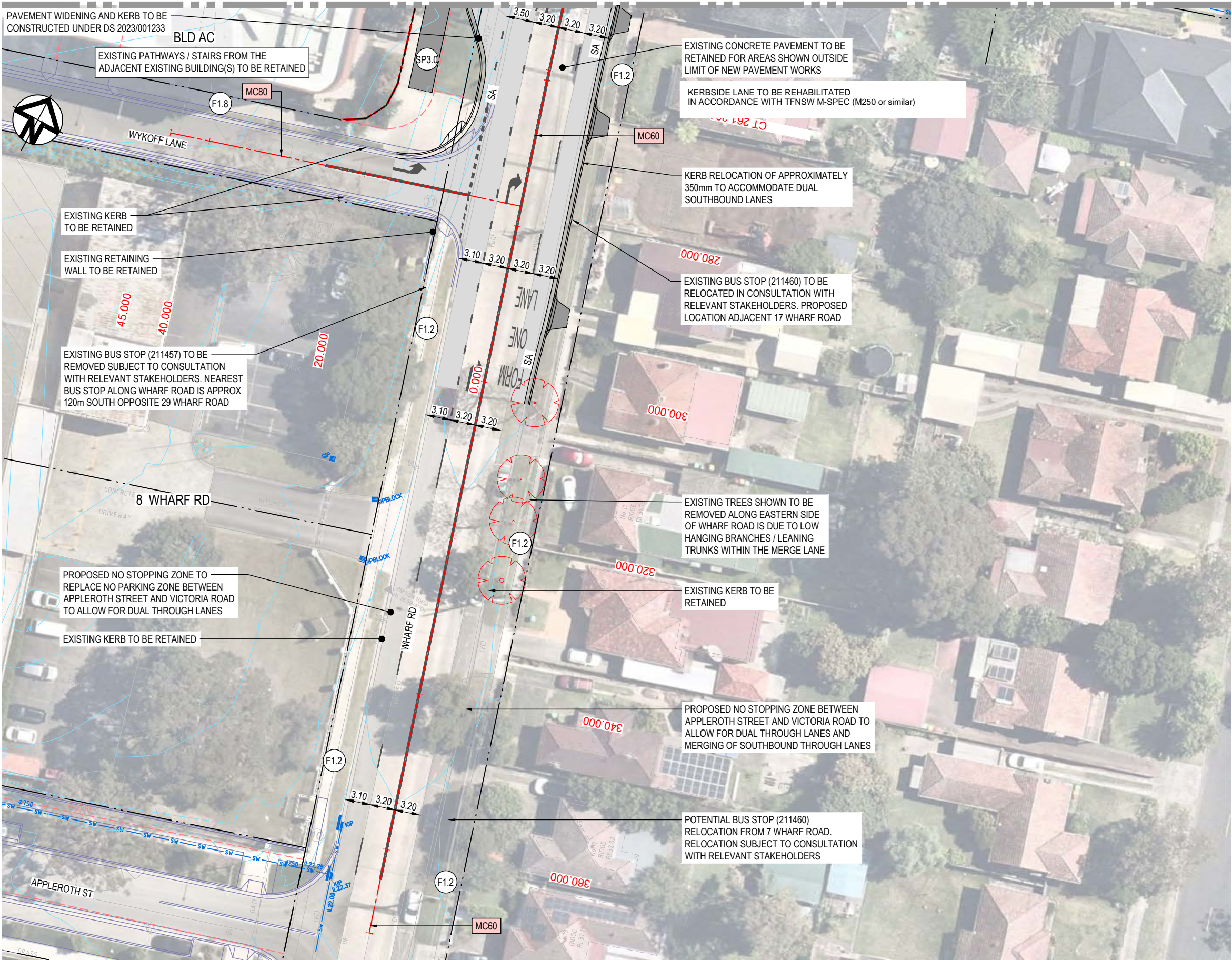
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150mm ON A3 SIZE ORIGINAL

ADJOINS SHEET 05



## LEGEND

- EXISTING CADASTRAL BOUNDARIES
- PROPOSED ROAD BOUNDARIES
- VRUW TNSW LIMIT WORKS BY OTHERS
- UNDER APPROVAL PROCESS
- WORKS UNDER CONSTRUCTION AND/OR CONTROL LINE
- SAFETY BARRIER TAG
- TNSW KERB TYPE 'SA'
- TNSW KERB TYPE 'SM'
- TNSW KERB TYPE 'SF'
- TNSW KERB TYPE 'SB'
- TNSW KERB TYPE 'SE'
- FOOTPATH / SHARED PATH AND NOMINATED WIDTH
- VEHICLE CROSSING
- KERB RAMP
- DESIGN ROAD BATTER
- TREES TO BE REMOVED
- PROPOSED MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED STREET LIGHTING
- TCS POSTS

## DRAINAGE STRUCTURES

- | EXISTING          | PROPOSED                   |
|-------------------|----------------------------|
| HEADWALL (HW)     | HEADWALL (HW)              |
| SA1               | SA1                        |
| SA2               | SA2                        |
| SA3               | SA3                        |
| SAS               | SAS                        |
| SO1               | SO1                        |
| SO2               | SO2                        |
| SURFACE INLET PIT | SURFACE INLET PIT          |
| JUNCTION PIT (JP) | JUNCTION PIT (JP)          |
|                   | SE                         |
|                   | SF1                        |
|                   | SO1                        |
|                   | SL1                        |
|                   | SL3                        |
|                   | JUNCTION PIT (JP)          |
|                   | GROSS POLLUTANT TRAP (GPT) |
|                   | ACO DRAIN                  |
- PROPOSED ROAD PAVEMENT (INCLUDES MILL & RESHEET)
- PROPOSED CONCRETE MEDIAN / PATHWAYS AND DRIVEWAYS

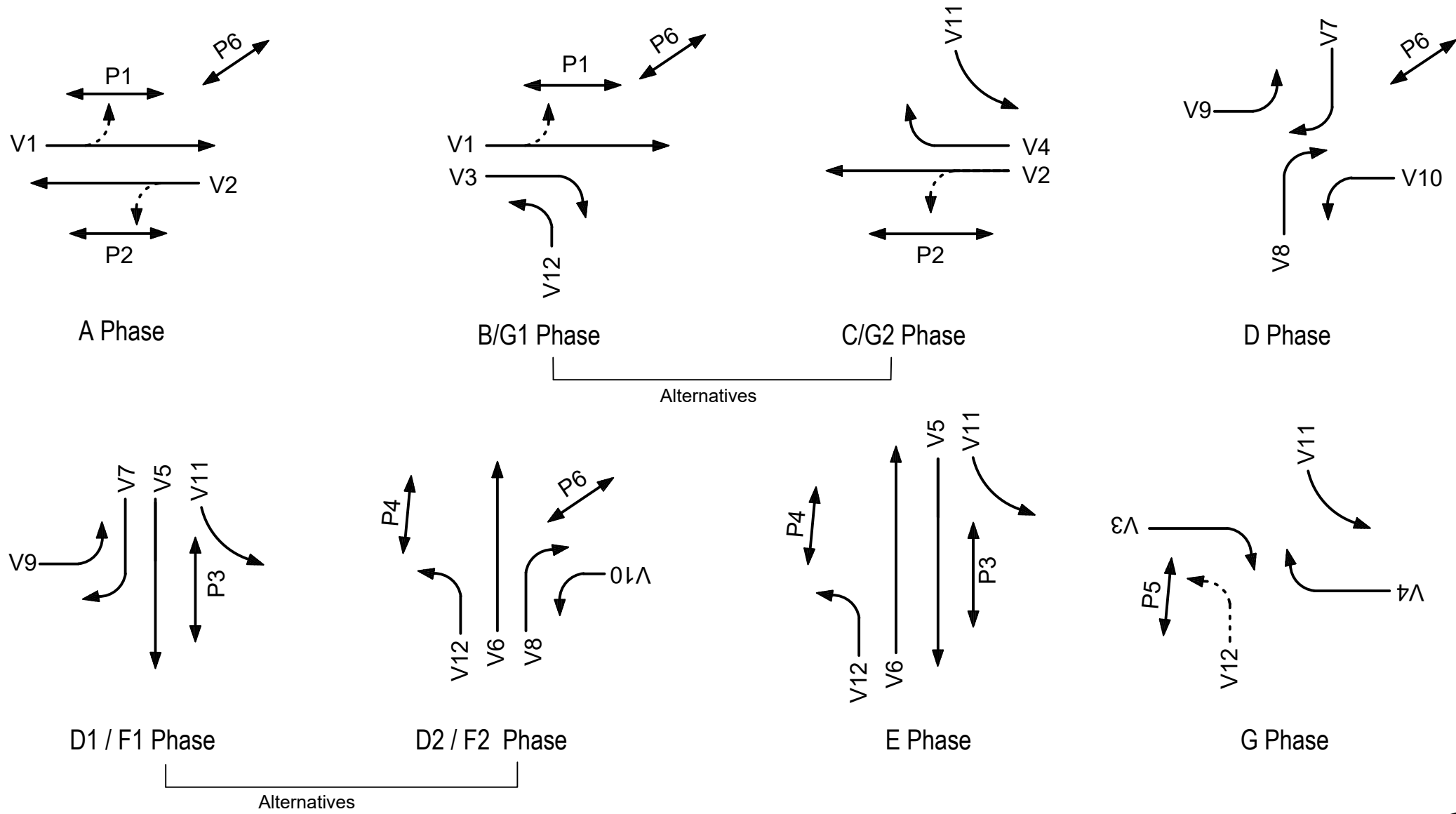
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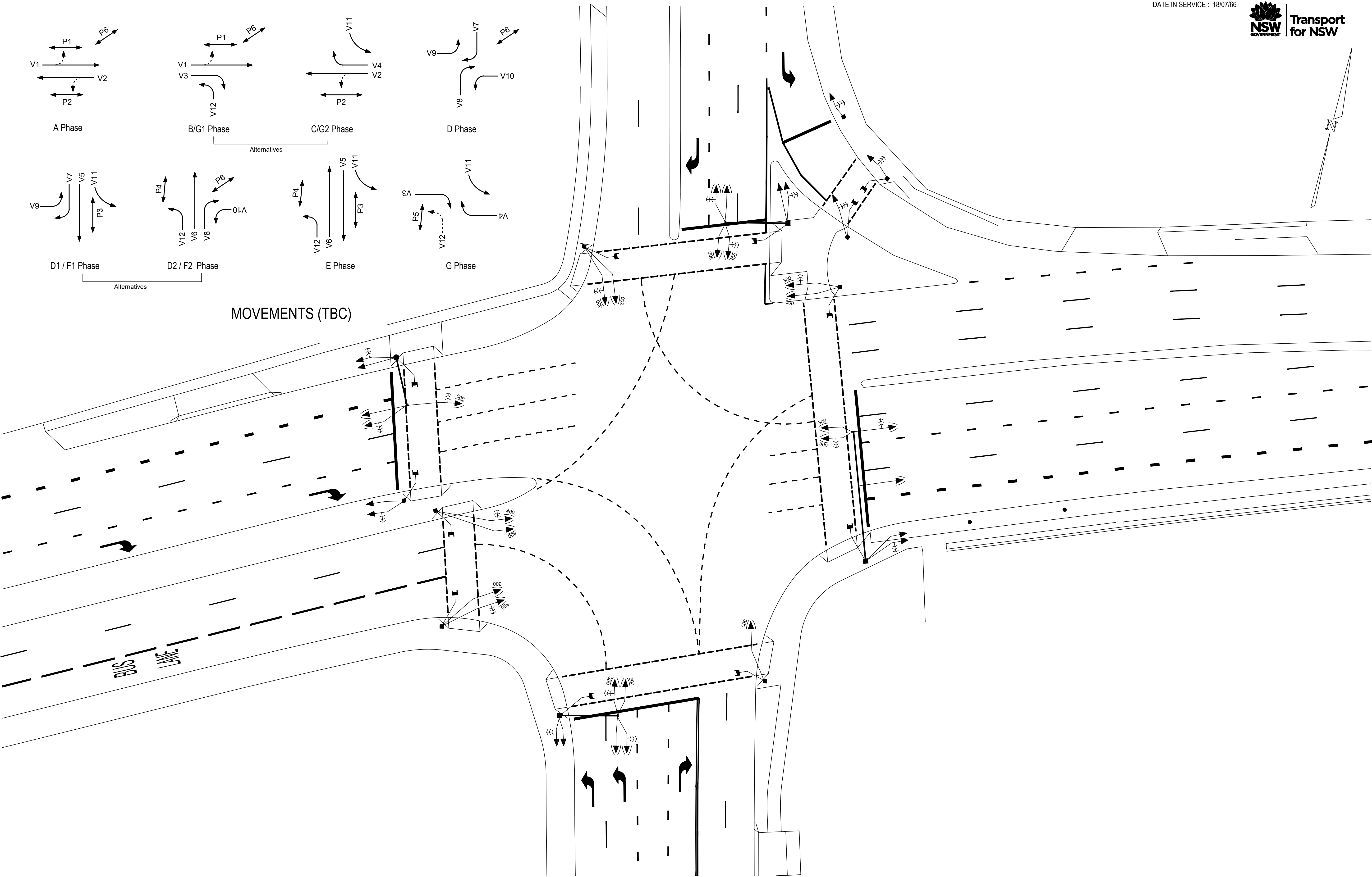
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DRAWING FILE LOCATION / NAME T:\2022 Jobs\222993 - Melrose Park Vic Road Upgrade\Drawings\Civil\2-CAD\1-DRAWINGS\03-STRATEGIC DESIGN\VRUW-NRP-CV-DWG-1111.dwg				DESIGN LOT CODE		DESIGN MODEL FILE(S) USED FOR DOCUMENTATION OF THIS DRAWING				PLOT DATE / TIME 7 November 2023		PLOT BY psutton		DRAWING No. VRUW-NRP-CV-DWG-1121		MELROSE PARK - VICTORIA ROAD UPGRADE WORKS (VRUW) KISSING POINT RD, WHARF RD, MARSDEN RD AND NSR2 INTERSECTIONS		A3
EXTERNAL REFERENCE FILES				REV	DATE	AMENDMENT / REVISION DESCRIPTION		REVIEWED	APPROVAL	SCALES ON A3 SIZE DRAWING		DRAWINGS / DESIGN PREPARED BY				CLIENT		
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MOVEMENTS (TBC)



A ORIGINAL ISSUE	DRAFT	<b>PUBLIC UTILITY LEGEND</b>	<b>REFERENCE PLANS</b>	<b>U &amp; D Ref</b> Map 192 N15 I.S.G. E: 306 470 CO-ORDS N: 1 257 760	<b>DESIGN APPROVAL</b> <b>APPROVED</b> NAME _____ POSITION _____ DATE _____ DESIGN PREPARED BY _____	<b>TFNSW RECOMMENDATION</b> <b>ROAD DESIGN ENGINEERING</b> NAME _____ POSITION _____ DATE _____ <b>NETWORK OPERATIONS</b> NAME _____ POSITION _____ DATE _____	<b>TFNSW ACCEPTANCE</b> <b>ACCEPTED</b> NAME _____ POSITION _____ DATE _____ ACCEPTED BY _____ SECTION _____	<b>TRANSPORT FOR NEW SOUTH WALES</b>		<b>EXISTING</b> <input type="checkbox"/> <b>PROPOSED</b> <input checked="" type="checkbox"/>			
		<b>PARRAMATTA COUNCIL AREA</b>					<b>CADD FILE:</b> VV0192_TDL1A_DES.dgn		<b>SCALE</b> 5 0 (1:200) 5 10		<b>ISSUE</b>		
		<b>VICTORIA ROAD (MR 165), MARSDEN ROAD AND WHARF ROAD</b>					<b>FILE</b> SFXXXX/XXXXXX		<b>SUPERSEDES SHEET/ISSUE</b> 15/C		<b>A</b>		
		<b>MELROSE PARK</b>					<b>REG No.</b> DSXXXX/XXXXXX		<b>TCS No.</b> 0192		<b>SHEET</b> TDL1		
										Revision 7 - August 2021		© COPYRIGHT TRANSPORT FOR NSW	

## Explanatory Note

Minister for Planning and Public Spaces (ABN 20 770 707 468)

and

SH Melrose PP Land Pty Ltd (ACN 137 331 438)

Deicorp Projects (MPTC) Pty Ltd (ACN 657 628 110)

SH Melrose Land Pty Ltd (ACN 639 001 522)

## Draft Planning Agreement

### Introduction

The purpose of this explanatory note is to provide a plain English summary to support the notification of the draft planning agreement (the **Planning Agreement**) prepared under Subdivision 2 of Division 7.1 of Part 7 of the *Environmental Planning and Assessment Act 1979* (the **Act**).

In preparing this explanatory note the Department of Planning, Industry and Environment's Practice Note - February 2021, Planning Agreements (**Practice Note**) has been considered as required by clause 205 of the *Environmental Planning and Assessment Regulation 2021*. This explanatory note has been prepared jointly by the parties in accordance with the Practice Note.

### Parties to the Planning Agreement

The parties to the Planning Agreement are:

- Minister for Planning and Public Spaces (ABN 20 770 707 468) (**Minister**),
- SH Melrose PP Land Pty Ltd (ACN 137 331 438) (a **Landowner and Offsite Landowner**)
- Deicorp Projects (MPTC) Pty Ltd (ACN 657 628 110) (a **Landowner**)
- SH Melrose Land Pty Ltd (an **Offsite Landowner**).

### Description of the Subject Land

The Planning Agreement applies to the following Land and Offsite Land:

Land	Offsite Land
Lot 201 DP1265603, Lot 6 DP232929, Lot 11 DP787611 at 84 Wharf Road, Melrose Park	Part Lot 10 DP128851 at 1226 Victoria Road, Melrose Park
Lot 200 in DP1265603 at 33 Hope Street, Melrose Park	Part Lot 12 DP128851 at 1222 Victoria Road, Melrose Park
Lot 12 DP787611 at 44a Wharf Road, Melrose Park	Part Lot 13 DP128851 at 1220 Victoria Road, Melrose Park
Lot 10 DP1102001 at 38-42 Wharf Road, Melrose Park	Part Lot 14 DP128851 at 1218 Victoria Road, Melrose Park
Lot 1 DP213196 at 27 Hughes Avenue, Ermington	Part Lot 17A DP440585 at 700 Victoria Road, Ermington



	Lot 2 DP1248652, Lot 3 DP1248652, Part Lot 4 DP1248652, Part Lot 6 DP1248652, Lot 7 DP1248652 at 661 Victoria Road, Ermington
	Part Lot 4 DP1248652, Lot 5 DP1248652, Part Lot 6 DP1248652 at 659 Victoria Road, Ermington
	Part Lot 2 DP588575 at 657 Victoria Road, Melrose Park

### **Description of the Development**

The Landowners have offered to the Minister to enter into the Planning Agreement in connection with:

- the planning proposal lodged with Parramatta City Council with reference number PP-2020-1983 for the Melrose Park North precinct
- and for future development of the Land comprising a mixed-use development of predominantly high-density residential units, comprising no more than 434,023m<sup>2</sup> of residential GFA or any other development of the Land facilitated by the instrument change arising from the planning proposal.

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

The Planning Agreement provides that the Landowners will make the development contributions outlined in Schedule 4 of the Planning Agreement which include:

- providing a monetary contribution of \$2,394.10 per Dwelling for the purpose of contributing to the provision of the Melrose Park Bridge Parramatta River crossing
- providing a monetary contribution of \$3,121.39 per Dwelling for the purpose of Victoria Road works;
- the Landowners undertaking road works along Victoria Road near Wharf Road, Hughes Avenue and Kissing Point Road and subsequent dedication of some land for the Victoria Road works in stages as the Development progresses but by no later than the 1,900<sup>th</sup> Dwelling
- Dedication of approximately 9,916m<sup>2</sup> of land for a future school prior to 1 December 2024 on the corner of Hope and Wharf Roads
- Early delivery (by 1 December 2025) of land for playing field as contemplated in a separate planning agreement with Parramatta City Council

The Landowners are required to provide various forms of security in the form of a Bank Guarantee or Insurance Bond including:

- \$200,000 as a general security.
- \$1,560,427 for the works to facilitate dedication of the land for a school in a suitable state

- Security for the road works in the amount of \$30,998,804 unless security is provided under a separate works agreement with TfNSW.

The Landowners and Offsite Landowners are also required to register the Planning Agreement on the title of the Land and Offsite Land in accordance with section 7.6 of the Act.

The objective of the Planning Agreement is to secure the Landowners' delivery of the Development Contributions.

No relevant capital works program by the Minister is associated with this agreement.

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

### **The Planning Purpose of the Planning Agreement**

In accordance with section 7.4(2) of the Act, the Planning Agreement is for the public purpose of the provision of (or the recoupment of the cost of providing) public amenities or public services and transport or other infrastructure relating to land.

The Minister and the Landowners have assessed the Planning Agreement and both hold the view that the provisions of the Planning Agreement provide a reasonable means of achieving the public purpose set out above. This is because it will ensure that the Landowners make the Development Contribution and at various stages during the Development aligned with the increase in likely residents.

### **How the Planning Agreement Promotes the Public Interest**

The Planning Agreement promotes the public interest by ensuring that the public infrastructure required to be provided to each new lots is funded or partially funded by development contributions in addition to contributions to be provided to Parramatta City Council.

### **How the Planning Agreement Promotes the Objects of the Act**

The Planning Agreement promotes the objects of the Act by:

- (i) section 1.3(a) – to "promote the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources"; and
- (ii) section 1.3(c) – to "promote the orderly and economic use and development of land".

### **Requirements relating to Construction, Occupation and Subdivision Certificates**

The Planning Agreement restricts the issue of Construction and Occupation Certificates until certain items of security or Development Contributions are provided.

# **Planning Agreement**

## **Environmental Planning and Assessment Act 1979**

Melrose Precinct VPA

**Minister for Planning and Public Spaces** (ABN 20 770 707 468)

**SH Melrose PP Land Pty Ltd** (ACN 137 331 438)

**Deicorp Projects (MPTC) Pty Ltd** (ACN 657 628 110)

**SH Melrose Land Pty Ltd** (ACN 639 001 522)

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**This deed** is dated

**Parties:**

**Minister**

**Minister for Planning and Public Spaces** (ABN 20 770 707 468)  
of Level 15, 52 Martin Place, Sydney, New South Wales 2000

**Landowner and Offsite Landowner**

**SH Melrose PP Land Pty Ltd** (ACN 137 331 438)  
of Ground Floor, 68 Waterloo Road, Macquarie Park NSW 2113

**Deicorp Projects (MPTC) Pty Ltd** (ACN 657 628 110)  
of Level 3, 161 Redfern St, Redfern NSW 2016

**SH Melrose Land Pty Ltd** (ACN 639 001 522)  
of Ground Floor, 68 Waterloo Road, Macquarie Park NSW 2113

**Introduction:**

- A** The Landowners own the Land and the Offsite Landowner owns the Offsite Land.
- B** A change to the LEP applying to the Land has been sought to enable the Development to be carried out on the Land.
- C** A Development Application will be lodged with the Consent Authority in respect of the Land.
- D** The Landowners and Offsite Landowner have offered to enter into this deed with the Minister to secure the Development Contributions.

**It is agreed:**

**1. Definitions and interpretation**

**1.1 Definitions**

In this **deed**, unless the context clearly indicates otherwise:

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

**Address for Service** means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

**Authority** means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

**Bank Guarantee** means an irrevocable and unconditional undertaking:

- (a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

**Base CPI** means the CPI number for the quarter ending 31 March 2021.

**Business Day** means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

**CLM Act** means the *Contaminated Land Management Act 1997 (NSW)*.

**CoRD Holder Consent** means the electronic document lodged through an ELNO that provides consent to the registration of instruments and plans.

**Consent Authority** has the same meaning as in the Act.

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

**Contamination** has the same meaning as in the CLM Act.

**Contribution Amount** means the amount of each monetary contribution being Item A1 and A2, to be paid by the Landowner in accordance with Schedule 4.

**Contribution Value** for an Item means the amount in Column 2 of the Table for that Item.

**CPI** means the Consumer Price Index (All Groups Index) for Sydney published by the Commonwealth Statistician, or if that index no longer exists, any similar index that the Minister specifies, in his or her sole discretion, for the purposes of this deed.

**CPI Adjustment Date** means 1 July 2021 and each anniversary of 1 July 2021.

**Current CPI** means the CPI number for the quarter ending before 31 March in the year in which the relevant adjustment is made.

**Dealing** means in relation to the Land, to sell, transfer, assign, mortgage, charge, dispose, encumber or otherwise deal with the Land in whole or part.

**Dedication Land** means Items B1 and B2.

**Development** means development on the Land comprising a mixed-use development of predominantly high-density residential units, comprising no more than 434,023m<sup>2</sup> of residential GFA, within the meaning of the LEP, or any other development of the Land within the meaning of the Act facilitated by the Instrument Change which does not comprise more than 434,023m<sup>2</sup> of residential GFA, within the meaning of the LEP.

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

**Development Consent** has the same meaning as in the Act.

**Development Contributions** means the contributions to be provided in accordance with Schedule 4.

**Dwelling** has the same meaning as in the LEP.

**Education Land** means Item B2.

**ELNO** has the same meaning as in *the Electronic Conveyancing National Law (NSW)*.

**Explanatory Note** means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act, as required by the Regulation.

**General Register of Deeds** means the land register maintained under the *Conveyancing Act 1919* (NSW) and so titled.

**GST** means any form of goods and services tax payable under the GST Legislation.

**GST Legislation** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Instrument Change** means the change to the LEP as a result of the Planning Proposal.

**Insurance Bond** means an irrevocable and unconditional undertaking:

(a) by an Insurance Company which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and

(b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

**Insurance Company** means an insurance company authorised under the *Insurance Act 1973* and subject to prudential supervision by Australian Prudential Regulatory Authority.

**Item** means an Item specified in Column 1 of the Table.

**Land** means the land described in Part 1 of Schedule 3.

**Land Dedication Plan** means the plan in Schedule 6.

**Landowner** means in respect of each parcel comprising the Land the entity noted in Part 1 of Schedule 3 in respect of that parcel.

**LEP** means the *Parramatta Local Environmental Plan 2011*.

**Local VPA** means the planning agreement between the City of Parramatta Council and the parties in respect of the Land and the Development which has been or will be entered into on or around the same date as this Deed.

**LRS** means the NSW Land Registry Services.

**Mediation Program** means the Mediation Program of the Law Society of New South Wales as published on its website and as varied from time to time.

**Minister** means the Minister for Planning and Public Spaces and includes the Secretary and the Secretary's nominee.

**Offsite Land** means the land described in Part 2 of Schedule 3.

**Offsite Landowner** means in respect of each parcel comprising the Offsite Land the entity noted in Part 2 of Schedule 3 in respect of that parcel.

**Optional Road Land** means Part Lot 2 DP588575 as shown in the Land Dedication Plan.

**Planning Application** means:

(c) a Development Application; or

(d) any other application required under the Act,



in respect of the Development.

**Planning Proposal** means the planning proposal, within the meaning of s3.33 of the Act, prepared by Parramatta City Council with reference number PP-2020-1983 in respect of the Land.

**Playing Field** means Item 4 in Schedule 1 of the Local VPA.

**Practical Completion** means the practical completion of a Road Work in accordance with the WAD for that Road Work.

**Real Property Act** means the *Real Property Act 1900* (NSW).

**Register** means the Torrens title register maintained under the Real Property Act.

**Regulation** means the *Environmental Planning and Assessment Regulation 2021* (NSW).

**Remediation** of Contaminated land includes:

- (a) if required by any Site Audit Statement, the preparation of a long term management plan for the land;
- (b) investigation, treating, removing, disposing, destroying, reducing, mitigating, dispersing, remediating or containing the Contamination of the land; and
- (c) eliminating or reducing any hazard arising from the Contamination of the land (including by preventing the entry of persons or animals onto the land).

**Road Works** means Items C1, C2 and C3.

**Road Works Land** means Item B1.

**Road Works Plan** means the plan in Schedule 7.

**Secretary** means the Secretary of the Department of Planning, Industry and Environment.

**Security** means a Bank Guarantee or an Insurance Bond.

**Site Audit Statement** has the same meaning as in the CLM Act.

**Table** means the table in Part 1 of Schedule 4 which is to be read subject to Part 2 of Schedule 4 and the remainder of this Deed, which prevail to the extent of any inconsistency.

**Tax** means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

**WAD** means a Works Authorisation Deed with Transport for NSW in respect of the construction of an Item of the Road Works.

**WAD Security** means Security provided to and accepted by Transport for NSW under a WAD.

## 1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;

- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation made under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, a **schedule** or an **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (f) the **schedules** and **annexures** form part of this deed;
- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (k) subject to clause 4.1(b) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally. For the avoidance of doubt, a Landowner is to provide the Development Contributions in Schedule 4 comprising the dedication of land and monetary contributions in respect of the Land that they own and are jointly and severally liable in respect of the carrying out of Development Contributions which comprise works;
- (l) 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;
- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) **monetary amounts** are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this deed 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.

## 2. Operation and application of this deed

### 2.1 Operation

This deed commences on the date that this deed is signed by all the parties.

## **2.2 Planning agreement under the Act**

This deed constitutes a planning agreement within the meaning of section 7.4 of the Act and the parties agree on the matters set out in Schedule 1.

## **2.3 Application**

This deed applies to:

- (a) the Land;
- (b) the Offsite Land;
- (c) the Instrument Change; and
- (d) the Development.

## **3. Application of sections 7.11, 7.12 and 7.24 of the Act**

- (a) The application of sections 7.11, 7.12 and 7.24 of the Act are excluded to the extent stated in Schedule 1.
- (b) The application of Division 7.1, Subdivision 4 of the Act is excluded if it commences as foreshadowed in the *Environmental Planning and Assessment Amendment (Housing and Productivity Contributions) Bill 2023*.

## **4. Development Contribution**

### **4.1 Landowner to provide Development Contributions**

- (a) The Landowner undertakes to provide to the Minister, or the Minister's nominee, the Development Contributions in accordance with the provisions of Schedule 4.
- (b) Notwithstanding any other provision in this deed, nothing in this deed binds the Offsite Landowner to any obligations relating to the carrying out of Work, or the payment of any Contribution Amounts under this Deed, except to the extent that the Offsite Landowner is also a Landowner.
- (c) For the avoidance of doubt:
  - (i) where this deed requires that a Development Contribution be made prior to the issue of a particular Construction Certificate or Occupation Certificate; and
  - (ii) the Construction Certificate or Occupation Certificate is issued without the making of that Development Contribution in breach of this deed,then despite the breach, it is a requirement of this deed that no further Construction Certificate or Occupation Certificate may be issued for the Development , until the Development Contribution (that was not made) is made.
- (d) Despite the remainder of this clause 4.1, the Minister may at its absolute discretion agree to the delayed delivery of a Development Contribution, taking into consideration security provided whether under this VPA or otherwise to the Minister's satisfaction. If the delayed delivery of a Development Contribution is due to circumstances outside of the control of the Landowners and Offsite Landowner, the Minister will act reasonably in determining whether to agree to delayed delivery of that Development Contribution.

## **4.2 Acknowledgement**

The Landowner acknowledges and agrees that, subject to section 7.3 of the Act, the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose despite any provision of this deed to the contrary and has no obligation to repay or return the Development Contributions; and
- (b) in circumstances where a Development Contribution is transferred to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

## **5. Interest**

### **5.1 Interest for late payment**

- (a) If the Landowner fails to pay a Contribution Amount (as indexed in accordance with Schedule 4) due to the Minister on the due date for payment, the Landowner must also pay to the Minister interest at a rate of 2% above the loan reference rate charged by the Commonwealth Bank of Australia from time to time.
- (b) Interest is payable on the daily balance of amounts due from the due date for payment of those amounts until all outstanding amounts (including interest on those amounts) have been paid to the Minister.

## **6. Enforcement**

### **6.1 Landowner to provide Security**

The Landowner has agreed to provide security to the Minister for the performance of the Landowner's obligations under this deed by providing the Security to the Minister in accordance with the terms and procedures set out in Schedule 5.

## **7. Registration**

### **7.1 Registration of deed**

- (a) Within 15 Business Days of receiving a copy of this deed executed by the Minister, the Landowner and Offsite Landowner at its own expense is to take all practical steps and otherwise do anything to procure:
  - (i) the consent of each person, as required by the Registrar-General, who:
    - (A) has an estate or interest in the Land or Offsite Land registered under the Real Property Act; or
    - (B) is seized or possessed of an estate or interest in the Land or Offsite Land,to the registration of this deed on the title to the Land and Offsite Land; and
  - (ii) the execution of any documents;
  - (iii) the production of the relevant certificates of title or electronic lodgement of the relevant CoRD Holder Consents through an ELNO; and
  - (iv) the electronic lodgement of this deed in a registrable form through an ELNO for registration by the Registrar-General in the relevant folio of the Register for the Land and Offsite Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.

- (b) The Landowner and Offsite Landowner will take all practical steps and otherwise do anything to procure the registration of this deed within three months of the date of this deed in the relevant folio of the Register for the Land and Offsite Land , or in the General Register of Deeds if this deed relates to land not under the Real Property Act, including promptly responding to any requisitions made by the Registrar-General in respect of this deed and/or any ancillary documents.
- (c) Notwithstanding the above, if the Landowner and Offsite Landowner, having used their best endeavours to do so, are unable to:
  - (i) obtain the consent of any lessee of Lot 2 DP 588575 to the matters in clause 7.1(a); and
  - (ii) register this deed in the relevant folio of the Register for Lot 2 DP588575,
 then the Landowner or Offsite landowner will not be taken to be in breach of this deed, provided that the Offsite Landowner agrees not to sell or transfer the whole or any part of Lot 2 DP 588575 without the Minister's consent, and only if the requirements of clauses 10.2(b)(i), (ii) and (iii) are satisfied.

## **7.2 Evidence of registration**

- (a) The Landowner must provide the Minister with evidence of the lodgement of this deed pursuant to clause 7.1(a)(iv) within 10 Business Days of such lodgement at the NSW Land Registry Services.
- (b) The Landowner will provide the Minister with a copy of the relevant folio of the Register for the Land and Offsite Land (except Lot 2 DP588575 if registration is unable to be achieved on that lot) and a copy of the registered dealing containing this deed within 10 Business Days of registration of this deed.

## **7.3 Release and discharge of deed**

- (a) The Minister agrees to do all things reasonably required by the Landowner to release and discharge this deed with respect to any part of the Land and Offsite Land upon the Landowner satisfying all of its obligations under this deed in respect of that part of the Land and Offsite Land, including removing the registration of this deed from the title to that part of the Land and Offsite Land.
- (b) For the purposes of clause 7.3(a) and clause 10.2(a)(ii) an obligation to make a Development Contribution comprising the dedication of land or carrying out of work is taken to be an obligation in respect of a particular part of the Land, if the obligation is to be met before the issue of a Construction Certificate or Occupation Certificate for a particular Dwelling in the Development (for example the 300<sup>th</sup> Dwelling in the Development), and that particular Dwelling is located on that part of the Land.
- (c) Despite clause 7.3(a) the Minister will not release and discharge this deed with respect to any part of the Land or Offsite Land if the Landowner or Offsite Landowner are in breach of any obligation to make Development Contributions under this deed.

## **7.4 Interest in Land**

- (a) The Landowner represents and warrants that :
  - (i) the ownership of the Land is as set out in Schedule 3; and

- (ii) it is legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 7.1(a)(i) to assist, co-operate and to otherwise do all things necessary for the Landowner to comply with the obligations under clause 7, in respect of the Land which it owns.
- (b) The Offsite Landowner represents and warrants that it is:
  - (i) the owner of the Offsite Land; and
  - (ii) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 7.1(a)(i) to assist, co operate and to otherwise do all things necessary for the Offsite Landowner to comply with the obligations under clause 7, except in respect of the Offsite Land identified as Part Lot 2 DP588575.

## **7.5 Right to lodge caveat**

- (a) Subject to clause 7.5(b) until such time as this deed is registered on the title of the Land and Offsite Land in accordance with clause 7.1, the Landowner acknowledges that this deed confers on the Minister an interest in the Land and Offsite Land and entitles the Minister to lodge and maintain a caveat on the title to the Land and Offsite Land to prevent any Dealing in respect of the Land or Offsite Land.
- (b) If the Minister lodges a caveat in accordance with clause 7.5(a), then the Minister will do all things reasonably necessary to:
  - (i) ensure that the caveat does not prevent or delay the registration of this deed; and
  - (ii) remove the caveat from the title to the Land and Offsite Land promptly, following registration of this deed in accordance with clause 7.1.
- (c) If, after 15 Business Days of receipt of a copy of this deed executed by the Minister, the Landowner has failed or has been unable to achieve the registration of this deed in accordance with clause 7.1, the Landowner must pay the Minister's reasonable costs and expenses, including legal costs, of exercising the Minister's rights under clause 7.5(a) to lodge and withdraw a caveat(s) (as applicable).

## **8. Dispute Resolution**

### **8.1 Not commence**

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 8.

### **8.2 Written notice of dispute**

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other parties specifying the nature of the dispute.

### **8.3 Attempt to resolve**

On receipt of notice under clause 8.2:

- (a) A party may, within 5 Business Days, or 15 Business Days in the case of the Minister, provide notice to each other party that it is not interested in the dispute to which the notice relates, and does not wish to be involved in the dispute resolution process, provided

that a party cannot issue such a notice if the dispute relates to or arises from any act or omission of that party; and

- (b) the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution processes such as mediation, expert evaluation or other methods agreed by them.

#### **8.4 Mediation**

If the parties do not agree within 21 Business Days of receipt of notice under clause 8.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Program. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

#### **8.5 Court proceedings**

If the dispute is not resolved within 60 Business Days after notice is given under clause 8.2 then any party which has complied with the provisions of this clause 8 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

#### **8.6 Not use information**

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 8 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 8 for any purpose other than in an attempt to settle the dispute.

#### **8.7 No prejudice**

This clause 8 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

#### **8.8 Non participating parties**

Where a party provides notice, under clause 8.3(a), that it is not interested in the dispute and does not wish to be involved in the dispute resolution process, that party (**Opting Out Party**):

- (a) will not be involved in the dispute resolution process, unless any other party reasonably forms the view that it is preferable for the proper resolution of the dispute if the Opting out Party remains in the dispute resolution process, in which case the party may issue a notice on the Opting Out Party within a further 5 Business Days to the effect that it must remain in the dispute resolution process, but
- (b) must nevertheless accept, and will be bound by, the outcome of the dispute resolution process, and
- (c) the other parties must provide written notice of the outcome of the dispute resolution process to any Opting Out Party within 5 Business Days of its conclusion.

## **9. GST**

### **9.1 Definitions**

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

### **9.2 Intention of the parties**

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

### **9.3 Reimbursement**

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

### **9.4 Consideration GST exclusive**

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 9.

### **9.5 Additional Amounts for GST**

To the extent an amount of GST is payable on a supply made by a party (**Supplier**) under or in connection with this deed (the **GST Amount**), the recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as recipient of the supply, the Landowner must ensure that:

- (a) the Landowner makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Landowner provides a tax invoice to the Minister.

### **9.6 Non monetary consideration**

Clause 9.5 applies to non-monetary consideration.

### **9.7 Assumptions**

The Landowner acknowledges and agrees that in calculating any amounts payable under clause 9.5 the Landowner must assume the Minister is not entitled to any input tax credit.

### **9.8 No merger**

This clause does not merge on completion or termination of this deed.



## 10. Assignment and transfer

### 10.1 Right to assign or novate

- (a) Except where clause 10.2 or 10.4 applies, prior to a proposed assignment or novation of its rights or obligations under this deed, the party seeking to assign its rights or novate its obligations (**Assigning Party**) must seek the consent of the Minister and:
  - (i) satisfy the Minister (acting reasonably) that the person to whom the Assigning Party's rights or obligations are to be assigned or novated (**Incoming Party**) has sufficient assets, resources and expertise required to perform the Assigning Party's obligations under this deed insofar as those obligations are to be novated to the Incoming Party;
  - (ii) procure the execution of an agreement by the Incoming Party with the Minister on terms satisfactory to the Minister (acting reasonably) under which the Incoming Party agrees to comply with the terms and conditions of this deed (including clause 11.3(b) if applicable) as though the Incoming Party were the Assigning Party; and
  - (iii) satisfy the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (b) The Assigning Party must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.1.

### 10.2 Right to transfer Land

- (a) Except where clause 10.4 applies, the Landowner must not sell or transfer to another person (**Transferee**) the whole or part of any part of the Land and the Offsite Landowner must not sell or transfer to a Transferee the whole or part of the Offsite Land:
  - (i) on which this deed remains registered under section 7.6 of the Act; or
  - (ii) for which the Development Contributions required under this deed remain outstanding with respect to that portion of the Land or Offsite Land, as the case may be.
- (b) Notwithstanding clause 10.2(a) the Landowner may sell or transfer the whole or any part of the Land to a Transferee and the Offsite Landowner may sell or transfer the whole or any part of the Offsite Land to a Transferee if prior to the proposed sale or transfer the Landowner or Offsite Landowner (as the case may be):
  - (i) satisfies the Minister, acting reasonably, that the proposed Transferee has sufficient assets, resources and expertise required to perform any of the remaining obligations of the Landowner or Offsite Landowner (as the case may be) under this deed or satisfies the Minister, acting reasonably, that the Landowner or Offsite Landowner (as the case may be) will continue to be bound by the terms of this deed after the transfer has been effected;
  - (ii) unless the Transferee is already a party to this deed, procures the execution of an agreement by the Transferee with the Minister on terms satisfactory to the Minister, acting reasonably (including provisions contemplated in clause 11.3(b) if applicable), under which the Transferee agrees to comply with the terms and conditions of this deed as though the Transferee were the Landowner or Offsite Landowner (as the case may be); and

- (iii) satisfies the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (c) The relevant Landowner that wishes to sell or transfer the Land must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.2.

### 10.3 Replacement Security

Provided that:

- (a) the Landowner has complied with clause 10.1 and 10.2; and
- (b) the Transferee or Incoming Party (as the case may be) has provided the Minister with a replacement Security in accordance with the requirements of Schedule 5 and on terms acceptable to the Minister,

the Minister will promptly return the Security provided by the Landowner under this deed to the relevant Landowner.

### 10.4 Release of Landowner

Despite clauses 10.1-10.3, the Minister acknowledges and agrees that if a Landowner or Offsite Landowner (**Exiting Landowner**) transfers all of its Land or Offsite Land to another party to this deed (**Existing Party Transferee**) then on and from the date of the transfer and subject to the Existing Party Transferee providing, to the Minister's satisfaction, evidence that it has entirely assumed ownership of that Land or Offsite Land:

- (a) the Exiting Landowner will be released and discharged from the obligations arising under this deed after the date that the Exiting Landowner has sold or transferred its part of the Land or Offsite Land; and
- (b) the Minister will not seek to enforce the terms of this deed against the Exiting Landowner in the event of a breach of any obligation arising under this deed by any party after the date that the Exiting Landowner has sold or transferred its part of the Land or Offsite Land.

## 11. Capacity

### 11.1 General warranties

Each party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

### 11.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

### 11.3 Trustee Landowner

- (a) At the date of this deed none of the Landowners are acting in a capacity as a trustee.
- (b) If a future Landowner (subject to compliance with clause 10) is novated the rights and obligations under this deed, and is acting in a capacity as trustee (**Trustee**) under a trust

deed (**Trust Deed**) then that Trustee must in addition to complying with the relevant obligations in clause 10:

- (i) warrant that:
  - (A) it is the sole trustee of the relevant trust and no action has been taken to remove or replace it;
  - (B) entry into this deed is for the benefit of the beneficiaries of the relevant trust and as trustee it is authorised and empowered under the Trust Deed to enter into and to perform its obligations and satisfy or discharge its liabilities under this deed;
  - (C) it is not in breach of the Trust Deed;
  - (D) it is entitled under the Trust Deed to be indemnified in full in respect of the obligations and liabilities incurred by it under this deed;
  - (E) it is not aware of any reason why the assets of the relevant trust might be insufficient to satisfy or discharge the obligations and liabilities incurred by it under this deed; and
  - (F) it has the power under the Trust Deed to execute and perform its obligations and discharge its liabilities under this deed and all necessary action has been taken to authorise the execution and performance of this deed under the Trust Deed; and
- (ii) indemnify the Minister, and agree to keep the Minister indemnified, in respect of any loss or liability in any way connected with a breach of a warranty as contemplated in this clause; and
- (iii) must agree that prior to the Trustee being replaced as the trustee of the Trust in accordance with the Trust Deed:
  - (A) the Trustee must procure that the replacement trustee enters into a new deed with the Minister on the same terms as this deed;
  - (B) the Trustee (as outgoing trustee) must procure an agreement from the Minister, under which the Minister releases the Trustee from the requirement to observe and perform any future obligation under this deed;
  - (C) the Trustee (as outgoing trustee) must release the Minister, from the requirement to observe and perform any future obligation under this deed; and
  - (D) the Trustee (as the outgoing trustee) must pay the reasonable costs and expenses of the Minister in relation to entering into a new deed under this clause 11.3(b)(iii) and the costs and expenses of registering any new deed on the title to the Land.

- (c) Where a future Landowner is acting in its capacity as a Trustee and has complied with clause 10 and clause 11.3 (b) and subject to clause 11.3(e), liability arising under or in connection with this deed is limited and can be enforced against the Trustee only to the extent to which the Trustee, having sought indemnification to the maximum extent possible, is actually indemnified in respect of that liability out of the assets of the Trust. This limitation of the Trustee's liability extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.
- (d) Where a future Landowner is acting in its capacity as a Trustee and has complied with clause 10 and clause 11.3 (b), no party to this deed or any person claiming through or on behalf of them will be entitled to:
  - (i) claim from or commence proceedings against the Trustee in respect of any liability in any capacity other than as the trustee of the Trust;
  - (ii) seek the appointment of a receiver, receiver and manager, liquidator, an administrator or any similar office-holder to the Trustee, or prove in any liquidation, administration or arrangement of or affecting the Trustee, except in relation to the assets of the Trust; or
  - (iii) enforce or seek to enforce any judgment in respect of a liability under this deed or otherwise against the Trustee in any capacity other than as Trustee of the Trust,
 except under or in connection with clause 11.3(a) above.
- (e) Notwithstanding any other provision of this deed, clauses 11.3(c) and 11.3(d) do not apply to any obligation or liability of the Trustee to the extent to which there is, in respect of that obligation or liability, whether under the Trust Deed or by operation of law, a reduction in the extent of the Trustee's indemnification, or loss of the Trustee's right of indemnification, out of the assets of the Trust as a result of Trustee's failure to properly perform its duties as trustee of the Trust.
- (f) Nothing in clause 11.3(e) will make the Trustee liable for any claim for an amount greater than the amount which the Minister would have been able to claim and recover from the assets of the Trust in relation to the relevant obligation or liability if the Trustee's right of indemnification, out of the assets of the Trust had not been prejudiced by the failure of the Trustee to properly perform its duties.

## **12. Reporting requirement**

- (a) By 1 September each year or as otherwise agreed with the Secretary, the Landowner must deliver to the Secretary a report (in a format acceptable to the Secretary) for the period 1 July to 30 June of the preceding financial year which must include the following matters , as applicable:
  - (i) details of all Development Consents and Construction Certificates issued in relation to the Development;
  - (ii) a description of the status of the Development including a plan that identifies what parts of the Development have been completed, are under construction and are to be constructed;
  - (iii) a forecast in relation to the anticipated progression and completion of the Development;

- (iv) a compliance schedule showing the details of all Contribution Amounts provided under this deed as at the date of the report and indicating any non-compliance with this deed and the reason for the non-compliance; and
  - (v) when the Landowner expects to lodge the next Planning Application.
- (b) Upon the Secretary's request, the Landowner must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary are necessary for the Secretary to assess the status of the Development and the Landowner's compliance with this deed.

### **13. General Provisions**

#### **13.1 Entire deed**

This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

#### **13.2 Variation**

This deed must not be varied except by a later written document executed by all parties.

#### **13.3 Waiver**

A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will 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.

#### **13.4 Further assurances**

Each party must promptly execute all documents and do everything necessary or desirable to give full effect to the arrangements contained in this deed.

#### **13.5 Time for doing acts**

- (a) If:
  - (i) the time for doing any act or thing required to be done; or
  - (ii) a notice period specified in this deed,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 pm on the specified day, it is taken to have been done on the following Business Day.

#### **13.6 Governing law and jurisdiction**

- (a) The laws applicable in New South Wales govern this deed.
- (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.

#### **13.7 Severance**

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible,

the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

### **13.8 Preservation of existing rights**

The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.

### **13.9 No merger**

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, does not merge on the occurrence of that event but remains in full force and effect.

### **13.10 Counterparts**

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

### **13.11 Electronic execution**

The Minister and the Landowner acknowledge and agree that:

- (a) a party may electronically sign a soft copy of this deed and by doing so will:
  - (i) bind itself to this deed; and
  - (ii) satisfy any statutory or other requirements for this deed to be in writing and signed by that party as a deed; and
- (b) a soft copy of this deed signed by a party will constitute an executed original counterpart and if that document is printed with that party's electronic signature appearing that print-out will also constitute an executed original counterpart.

### **13.12 Relationship of parties**

Unless otherwise stated:

- (a) nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

### **13.13 Good faith**

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

### **13.14 No fetter**

Nothing in this deed is to be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

### 13.15 Explanatory note

The Explanatory Note must not be used to assist in construing this deed.

### 13.16 Expenses and stamp duty

- (a) The Landowner must pay its own and the Minister's reasonable valuation costs, legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Landowner must pay for all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (c) The Landowner must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- (d) The Landowner must provide the Minister with bank cheques, or an alternative method of payment if agreed with the Minister, in respect of the Minister's costs pursuant to clauses 13.16(a) and (b):
  - (i) where the Minister has provided the Landowner with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
  - (ii) where the Minister has not provided the Landowner with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

### 13.17 Notices

- (a) Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
  - (i) hand delivered; or
  - (ii) sent by prepaid ordinary mail within Australia; or
  - (iii) sent by email.
- (b) A Notice is given if:
  - (i) hand delivered, on the date of delivery but if delivery occurs after 5pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
  - (ii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
  - (iii) sent by email:
    - (A) before 5 pm on a Business Day, on that Day;
    - (B) after 5 pm on a Business Day, on the next Business Day after it is sent; or
    - (C) on a day that it is not a Business Day, on the next Business Day after it is sent, and the sender does not receive a delivery failure notice.

**Schedule 1 – Table 1 - Requirements under section 7.4 of the Act (clause 2.2)**

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

<b>Requirement under the Act</b>	<b>This deed</b>
<b>Planning instrument and/or development application – (section 7.4(1))</b>  The Landowner has: <ul style="list-style-type: none"> <li>(a) sought a change to an environmental planning instrument.</li> <li>(b) made, or proposes to make, a Development Application.</li> <li>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</li> </ul>	<ul style="list-style-type: none"> <li>(a) Yes</li> <li>(b) Yes</li> <li>(c) No</li> </ul>
<b>Description of land to which this deed applies – (section 7.4(3)(a))</b>	See Schedule 3
<b>Description of development to which this deed applies – (section 7.4 (3)(b))</b>	See definition of Development in clause 1.1
<b>Description of change to the environmental planning instrument to which this deed applies – (section 7.4 (3)(b))</b>	Amendment to LEP as set out in the Planning Proposal
<b>The scope, timing and manner of delivery of contribution required by this deed – (section 7.4 (3)(c))</b>	See Schedule 4
<b>Applicability of sections 7.11 and 7.12 of the Act – (section 7.4 (3)(d))</b>	The application of sections 7.11 and 7.12 of the Act is not excluded in respect of the Development by this deed
<b>Applicability of section 7.24 of the Act – (section 7.4 (3)(d))</b>	The application of section 7.24 of the Act is excluded in respect of the Development.
<b>Consideration of benefits under this deed if section 7.11 applies – (section 7.4 (3)(e))</b>	No
<b>Mechanism for Dispute Resolution – (section 7.4(3)(f))</b>	See clause 8
<b>Enforcement of this deed – (section 7.4(3)(g))</b>	See clause 6
<b>No obligation to grant consent or exercise functions – (section 7.4(10))</b>	See clause 13.14



**Table 2 – Other matters**

<b>Requirement under the Act</b>	<b>This deed</b>
<b>Registration of the Planning Agreement –</b> (section 7.6 of the Act)	Yes (see clause 7)
<b>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued –</b> (clause 25E(2)(g) of the Regulation)	Yes – see the Table in Schedule 4
<b>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued –</b> (clause 25E(2)(g) of the Regulation)	Yes – see the Table in Schedule 4
<b>Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued –</b> (clause 25E(2)(g) of the Regulation)	No

**Schedule 2 – Address for Service****Address for Service (clause 1.1)****Minister**

**Contact:** The Secretary

**Address:** Department of Planning, Industry and Environment  
320 Pitt Street  
SYDNEY NSW 2000

**Email:** [planningagreements@planning.nsw.gov.au](mailto:planningagreements@planning.nsw.gov.au)

**Landowner and Offsite Landowner****SH Melrose PP Land Pty Limited ACN 137 331 438**

**Contact:** Atsuhide Seguchi and Alex Grujovski

**Address:** Ground Floor, 68 Waterloo Road, Macquarie Park NSW 2113

**Email:** [hide\\_seguchi@sekisuihouse.com.au](mailto:hide_seguchi@sekisuihouse.com.au) and  
[Alex.Grujovski@sekisuihouse.com.au](mailto:Alex.Grujovski@sekisuihouse.com.au)

**SH Melrose Land Pty Ltd ACN 639 001 522**

**Contact:** Atsuhide Seguchi and Alex Grujovski

**Address:** Ground Floor, 68 Waterloo Road, Macquarie Park NSW 2113

**Email:** [hide\\_seguchi@sekisuihouse.com.au](mailto:hide_seguchi@sekisuihouse.com.au) and  
[Alex.Grujovski@sekisuihouse.com.au](mailto:Alex.Grujovski@sekisuihouse.com.au)

**Deicorp Projects (MPTC) Pty Ltd ACN 657 628 110**

**Contact:** Mr Fouad Deiri

**Address:** Level 3, 161 Redfern St, Redfern NSW 2016

**Email:** [fd@deicorp.com.au](mailto:fd@deicorp.com.au)

**Schedule 3 – Land and Offsite Land (clause 1.1)****1. Land**

<b>Address</b>	<b>Lot and DP</b>	<b>Landowner</b>
84 Wharf Road, Melrose Park	Lot 201 DP1265603 Lot 6 DP232929 Lot 11 DP787611	SH Melrose PP Land Pty Limited ACN 137 331 438
33 Hope Street, Melrose Park	Lot 200 in DP1265603	Deicorp Projects (MPTC) Pty Ltd ACN 657 628 110
44a Wharf Road, Melrose Park	Lot 12 DP787611	SH Melrose PP Land Pty Limited ACN 137 331 438
38-42 Wharf Road, Melrose Park	Lot 10 DP1102001	SH Melrose PP Land Pty Limited ACN 137 331 438
27 Hughes Avenue, Ermington	Lot 1 DP213196	SH Melrose PP Land Pty Limited ACN 137 331 438

**2. Offsite Land**

<b>Address</b>	<b>Lot and DP</b>	<b>Landowner</b>
1226 Victoria Road, Melrose Park	Part Lot 10 DP128851	SH Melrose PP Land Pty Limited ACN 137 331 438
1222 Victoria Road, Melrose Park	Part Lot 12 DP128851	SH Melrose PP Land Pty Limited ACN 137 331 438
1220 Victoria Road, Melrose Park	Part Lot 13 DP128851	SH Melrose PP Land Pty Limited ACN 137 331 438
1218 Victoria Road, Melrose Park	Part Lot 14 DP128851	SH Melrose PP Land Pty Limited ACN 137 331 438
700 Victoria Road, Ermington	Part Lot 17A DP440585	SH Melrose PP Land Pty Limited ACN 137 331 438
661 Victoria Road, Ermington	Lot 2 DP1248652 Lot 3 DP1248652 Part Lot 4 DP1248652 Part Lot 6 DP1248652 Lot 7 DP1248652	SH Melrose Land Pty Limited ACN 639 001 522
659 Victoria Road, Ermington	Part Lot 4 DP1248652 Lot 5 DP1248652 Part Lot 6 DP1248652	SH Melrose Land Pty Limited ACN 639 001 522
657 Victoria Road, Melrose Park	Part Lot 2 DP588575	SH Melrose Land Pty Limited ACN 639 001 522

## **Schedule 4– Development Contributions**

See Parts 1 and 2 Following

**Part 1 - Table**

Column 1 Item	Column 2 Contribution Value	Column 3 Manner & Extent	Column 4 Timing
<b>A. Monetary Contributions</b>			
1. Bridge Contribution - Melrose Park Bridge Parramatta River Crossing	\$2,394.10 per Dwelling indexed in accordance with clause 1(b) of Part 2 of this Schedule 4	\$2,394.10 per Dwelling indexed in accordance with clause 1(b) of Part 2 of this Schedule 4	Prior to the issue of each Occupation Certificate for the occupation of Dwellings in the Development with the payment to be in respect of the number of Dwellings to which the Occupation Certificate relates.
2. Road works Contribution – Victoria Road	\$15,606,971	\$3,121.39 per Dwelling indexed in accordance with clause 1(b) of Part 2 of this Schedule 4	Prior to the issue of each Occupation Certificate for the occupation of Dwellings in the Development with the payment to be in respect of the number of Dwellings to which the Occupation Certificate relates.
<b>B. Dedication of Land</b>			
1. Land for Road Works (Road Works Land)	\$984,000	Dedication to the Minister or Minister's Nominee of approximately 4,470m <sup>2</sup> of land generally in the location shown on Sheet 2 of the Land Dedication Plan, but excluding that part that is within Lot 2 DP588575	Within 3 months of Practical Completion of Item C3.
2. Land for school site (Education Land)	\$1,560,427 in respect of preparatory works	Remediation, base embellishment, and services for a parcel of land of approximately 9,916 m <sup>2</sup> to the reasonable satisfaction of the Minister	Prior to 1 December 2024

		and the Department of Education, being in the general location shown on Sheet 3 of the Land Dedication Plan, and Dedication of the parcel to the Minister or Minister's nominee	
3. Early delivery of Playing Field	Nil	Early delivery of Playing Field	Despite the provisions of the Local VPA, for the purposes of this deed, the Playing Field is required to be completed and dedicated by 1 December 2025, but otherwise in accordance with the Local VPA
<b>C. Carrying out of Road Works</b>			
1. Road Works Stage 1	<p>\$11,630,468 indexed in the same way that Contribution Amounts are indexed under this Schedule 4.</p> <p>It is acknowledged that the left in and left out access from Victoria Road to NSR-2 (including the circa 100m widening of Victoria Road and the construction of the full width of NSR-2) is in progress.</p> <p>The balance of the works remaining being the widening of Wharf Road to enable a left out from Wharf Road to Victoria Road is valued at \$2,211,274.</p>	The balance of the works remaining on Victoria Road at Wharf Road to enable a left out from Wharf Road to Victoria Road generally as shown on that part of Sheet SKC008A in the Road Works Plan. For the avoidance of doubt the works relating to the left in and left out access from Victoria Road to NSR-2 (including the circa 100m widening of Victoria Road and the construction of the full width of NSR-2) is excluded	Practical Completion of this Item of Road Works must be achieved prior to the issue of the Occupation Certificate for the first Dwelling in the Development.

2. Road Works Stage 2	\$8,068,990 indexed in the same way that Contribution Amounts are indexed under this Schedule 4	Upgrade of the Victoria Road and Wharf Road intersection generally as shown on Sheet SKC008B in the Road Works Plan.	Practical Completion of this Item of Road Works must be achieved prior to the issue of the Occupation Certificate for the 600 <sup>th</sup> Dwelling in the Development.
3. Road Works Stage 3	\$51,717,345 indexed in the same way that Contribution Amounts are indexed under this Schedule 4	Upgrade of Victoria Road and Kissing Point Road intersection generally as shown on Sheet SKC008C in the Road Works Plan.	Practical Completion of this Item of Road Works must be achieved prior to the issue of the Occupation Certificate for the 1,900th Dwelling in the Development

**Part 2 - Development Contributions Provisions (clause 4)****1. Monetary Development Contributions**

- (a) The Landowner must pay to the Minister or the Minister's nominee the monetary Development Contributions in the manner set out in the Table.
- (b) On the CPI Adjustment Date, each Contribution Amount is to be adjusted by multiplying the Contribution Amount payable (as previously adjusted in accordance with this clause, where relevant) by an amount equal to the Current CPI divided by the Base CPI.
- (c) The Landowner must provide the Minister with not less than 10 Business Days' written notice of its intention to lodge an application for any Construction Certificate or Occupation Certificate for the construction of Dwellings in the Development.
- (d) The parties agree that the requirement to make a payment under this clause is a restriction on the issue of the relevant Construction Certificate or Occupation Certificate for the Development on the development lot to which the payment relates, within the meaning of section 6.8 and 6.10 of the Act and clause 21 and 48 of the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*.

**2. Design, Construction and Handover of the Road Works****2.1 Pre-conditions to Commencement of Road Works**

- (a) Prior to commencement of an Item of the Road Works, the Landowner must:
  - (i) if Development Consent is required - provide evidence to the Minister that it has obtained Development Consent for the Road Work;
  - (ii) enter into a WAD(s) with Transport for NSW in respect of the Road Work, on such terms and conditions as are:
    - (A) consistent with the requirements of this Deed, including this Schedule 4; and
    - (B) acceptable to Transport for NSW and the Minister,
  - (iii) provide a copy to the Minister of the executed WAD(s) to carry out the Road Work.

**2.2 Timing of Road Works**

- (a) The Landowner must enter into a WAD for each Item of the Road Works or that relates to the Item of the Road Works and carry out and complete each Item of the Road Works in accordance with the WAD (if applicable) for that Road Work by no later than the times specified in the Table.
- (b) An Item of the Road Works is taken to be completed for the purposes of this deed when the Item of Road Works achieve Practical Completion. The Landowner must give the Minister written notice of the Practical Completion of the Road Works.



### 3. Dedication of Dedication Land

#### 3.1 Dedication Land as a Development Contribution

The relevant Landowner must dedicate the Dedication Land in accordance with clause 3.3 of this Schedule 4 and the Table.

#### 3.2 Subdivision of Dedication Land

- (a) Before dedicating the Dedication Land in accordance with clause 3.3 of this Schedule 4, the relevant Landowner may (at its cost):
  - (i) obtain Development Consent (if required) and any other approvals necessary to create a separate Torrens title lot for each Item of Dedication Land; and
  - (ii) in accordance with the applicable Development Consent and all other necessary approvals, prepare and register a plan of subdivision to create a separate lot for each Item of Dedication Land.

#### 3.3 Dedication of Dedication Land

- (a) The relevant Landowner and Offsite Landowner must procure the dedication of the Road Works Land by way of transfer to the Minister or Minister's Nominee in accordance with clause 3.3 of this Schedule 4 prior to the time specified in the Table.
- (b) The relevant Landowner must procure the transfer of the part of the Dedication Land proposed for a school site (**Education Land**) to the Minister (or the Minister's Nominee) in accordance with clause 3.3 of this Schedule 4 prior to the time specified in the Table.
- (c) In satisfying its obligations under clause 3.3(a) and (b) of this Schedule 4, the relevant Landowner or Offsite Landowner (as the case may be) must:
  - (i) deliver to the Minister (or the Minister's nominee):
    - (A) a form of transfer in respect of the Dedication Land in favour of the Minister or Minister's Nominee free of cost, executed by the registered proprietor and in registrable form except for acceptance by the transferee and marking by the Office of State Revenue; or
    - (B) evidence that a transfer has been effected by means of electronic lodgement through an ELNO; and
    - (C) in the case of the Education Land only, a Site Audit Statement confirming that the Education Land is suitable for its proposed use in accordance with this deed.
  - (ii) promptly comply, or procure compliance with, any requisitions raised by the Registrar-General of the LRS in relation to the transfer of the Dedication Land; and
  - (iii) take any other necessary action to give effect to the transfer of the title of the Dedication Land to the Minister or Minister's Nominee free of all encumbrances (including any mortgages, easements, covenants and planning agreements) and affectations (including any charge or liability for rates, Taxes and charges) other than service easements, or such other encumbrances as agreed by the Minister or Minister's Nominee in writing.
- (d) For avoidance of doubt, clause 3.3(c)(iii) does not apply in relation to encumbrances or affectations being statutory rights that exist or arise under legislation which are of a type

which the Landowner or Offsite Landowner (as the case may be) could not prevent from affecting the Dedication Land and in respect of which no action can be taken by the Landowner or Offsite Landowner (as the case may be).

- (e) Despite clause 3.3(c)(iii), if, despite having used its best endeavours, the Landowner or Offsite Landowner (as the case may be) cannot ensure that the land to be dedicated is free from any relevant encumbrance and affectation which would otherwise be the subject of clause 3.3(c)(iii), then:
  - (i) the relevant landowner may request that the Minister agree to accept the land subject to those encumbrances and affectations; and
  - (ii) the Minister may withhold the Minister's agreement at the Minister's absolute discretion.
- (f) The Landowner and Offsite Landowner indemnify and agree to keep indemnified the Minister or Minister's nominee against all Claims made against the Minister or Minister's nominee arising as a result of any Contamination over the whole or any part of the Road Works Land that existed on or before the date that the Road Works Land is transferred to the Minister or Minister's Nominee and as a result of the carrying out of the Road Works by the Landowner or Offsite Landowner or any other works which may be carried out by the Minister or the Minister's nominee. This indemnity is limited to the extent:
  - (i) that the WAD contains indemnities in favour of the Minister and Minister's nominee relating to Contamination and the carrying out of the Road Works and other works, and if the Minister indicates in writing acting reasonably to the Landowner and Offsite Landowner that this clause does not apply or applies only to a limited extent; and/or
  - (ii) to which the relevant Landowner and Offsite Landowner would be (or would have been at any time prior to the transfer of the Dedication Land) the person responsible for the Contamination under section 6 of the CLM Act.
- (g) The relevant Landowner will pay all rates and Taxes owing in respect of the Dedication Land up to and including the date that the relevant Landowner delivers the form of transfer and certificates of title for the Dedication Land pursuant to clause 3.3 of this Schedule 4, after which time the Minister or Minister's Nominee will be responsible for any rates and Taxes in relation to the Dedication Land.
- (h) The Landowner and Offsite Landowner indemnify and keep indemnified the Minister or the Minister's nominee in relation to any failure of the Landowner or Offsite Landowner to comply with clauses 3.1 to 3.5 of this Schedule 4.
- (i) The parties agree that this Deed operates as a deed poll in favour of the Minister's nominee where the Dedication Land is to be dedicated to the Minister's nominee.

### **3.4 Site Audit Statement**

- (a) If part of the Education Land to which a Site Audit Statement relates is dedicated to the Minister's nominee, the Landowner agrees in relation to the Site Audit Statement provided to the Minister in accordance with clause 3.3(c)(i)(C):
  - (i) to the extent that it is legally able to do so and where necessary, having obtained the consent of any other party, to assign the Site Audit Statement to the Minister's nominee; and

- (ii) to the extent that it is not legally able to assign the Site Audit Statement, to hold its rights and interest in the Site Audit Statement for the benefit of the Minister's nominee and must do whatever the Minister's nominee reasonably requires to enable the Minister's nominee to enjoy that benefit.

### **3.5 Compulsory Acquisition**

- (a) If the relevant Landowner or Offsite Landowner does not transfer an Item of Dedication Land as required by clause 3.3 of this Schedule 4 the Minister may elect to, and the Landowner or Offsite Landowner (as the case may be) consents to, the Minister compulsorily acquiring the whole or any part of the Item of Dedication Land in accordance with the Just Terms Act in the amount of \$1.00.
- (b) The relevant Landowner and Offsite Landowner and the Minister agree that, if clause 3.5(a) applies:
  - (i) this clause 3.5 is an agreement between them for the purposes of section 30 of the Just Terms Act; and
  - (ii) in this clause 3.5 they have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (c) The relevant Landowner or Offsite Landowner (as the case may be) must ensure that the Item of Dedication Land is free of all encumbrances and affectations (including any charge or liability for rates, Taxes and charges on the date that the Landowner or Offsite Landowner (as the case may be) is liable to transfer the Item of Dedication Land to the Minister or Minister's nominee in accordance with this clause.
- (d) The relevant Landowner indemnifies and keeps indemnified the Minister against all Claims made against the Minister as a result of any acquisition by the Minister of the whole or any part of the Dedication Land under this clause 3.5.
- (e) The relevant Landowner must pay the Minister, promptly on demand, an amount equivalent to all Costs incurred by the Minister in acquiring the whole or any part of the Dedication Land as contemplated by this clause.

### **3.6 Additional Requirements for Transfer of Education Land**

- (a) Prior to the transfer of the Education Land, the relevant Landowner must, at its cost, ensure, and provide evidence to the Minister that the Education Land:
  - (i) is serviced by:
    - (A) roads, including NSR – 4 and EWR - 6;
    - (B) sewer;
    - (C) water;
    - (D) electricity; and
    - (E) communications,
  - (ii) is sufficiently level to safely permit the construction and operation of a school; and
  - (iii) has adequate drainage and appropriate geotechnical conditions to permit the construction and operation of a school.

- (b) The relevant Landowner must, prior to the transfer of the Education Land, undertake the Remediation Works referred to in clause 3.6(c) of this Schedule.
- (c) In this Schedule '**Remediation Works**' means the Remediation of Contamination over, on or under, above or migrating through or from the Education Land, in order to make the Education Land suitable for its use as a school, and to obtain a Site Audit Statement as required by clause 3.3(c)(i)(C) including by:
  - (i) undertaking Remediation in accordance with any remedial action plan or voluntary management proposal relating to the Contamination or Remediation of the Education Land;
  - (ii) undertaking Remediation in accordance with the conditions of all approvals required to be obtained in order to complete the Remediation of the Education Land in accordance with the remedial action plan or any voluntary management proposal relating to the Contamination or Remediation of the Education Land;
  - (iii) engaging a Site Auditor to oversee the Remediation of the Education Land;
  - (iv) obtaining and complying with the conditions of any approvals required to be obtained under any laws concerning the environment;

and complying with the requirements, notices and directions issued or administered by any Authority in respect of Contamination of the Education Land.
- (d) The relevant Landowner must ensure that any work (including earthworks and retaining walls) building or structure it causes to be constructed near the Education Land, and upon which the construction of the school would likely rely, is constructed in accordance with the applicable Australian Standards and does not prevent or impede the construction and operation of a school on any part of the Education Land.

### 3.7 Dedication of Optional Road Land

- (a) The Parties acknowledge the existence of a long term lease (**Lease**) over the Optional Road Land.
- (b) As at the date of this Deed, the Minister does not require the dedication of the Optional Road Land, and this deed does not propose the carrying out of any works on the Optional Road Land.
- (c) If at any time the Minister or Minister's nominee determines, in their absolute discretion that the Optional Road Land is required for the purposes of additional road works, the Minister may issue a notice to the Offsite Landowner requiring the dedication of the Optional Road Land free of cost to the Minister or Minister's Nominee.
- (d) If a notice is issued pursuant to clause 3.7(c), the Offsite Landowner must dedicate the Optional Road Land to the Minister or Minister's nominee within 3 months of the date of the notice subject to Council's agreement in writing considering its role as a party to a voluntary planning agreement that relates to the same land.
- (e) The notice issued under clause 3.7(c) must indicate if the dedication may be subject to the Lease. If the notice indicates that the dedication cannot be subject to the Lease, the Offsite Landowner must terminate the Lease (subject to Council's agreement in writing considering its role as a party to a voluntary planning agreement that relates to the same land) and the Offsite Landowner indemnifies the Minister and Minister's nominee in respect of any Claims arising from the termination of the Lease.

- (f) If a notice is issued under clause 3.7(c) and Council's agreement is given in writing to the dedication considering its role as a party to a voluntary planning agreement that relates to the same land, the Optional Road Land becomes part of the Dedication Land and the Road Land and the provisions of this deed in respect of dedication of the Road Land and Dedication Land apply, subject to this clause 3.7.

## Schedule 5 – Security terms (clause 6)

### 1. Landowner to provide Security

- (a) In order to secure the payment or performance of the Development Contributions the Landowner has agreed to provide the Securities.
- (b) Each Security must:
  - (i) name the “Minister for Planning and Public Spaces” and the “Department of Planning, Industry and Environment ABN 20 770 707 468” as the relevant beneficiaries; and
  - (ii) not have an expiry date.

### 2. Primary Security

- (a) At the time the Landowner signs this deed, the Landowner must provide a Security to the Minister having a face value amount of \$200,000 (**Primary Security**) in order to secure the Landowner’s obligations under this deed.
- (b) From the date of execution of this deed until the date that the Landowner has met all of its obligations under this deed, the Minister is entitled to retain the Primary Security.

### 3. Claims under Primary Security

- (a) The Minister may:
  - (i) call upon the Primary Security where the Landowner has failed to make a Development Contribution on or after the date for making of the Development Contribution under this deed; and
  - (ii) retain and apply such monies towards any Contribution Amount owing and any costs and expenses incurred by the Minister in rectifying any default by the Landowner under this deed.
- (b) Prior to calling upon the Primary Security the Minister must give the Landowner not less than 10 Business Days written notice of his or her intention to call upon the Primary Security.
- (c) If:
  - (i) the Minister calls upon the Primary Security; and
  - (ii) applies all or part of such monies towards a Contribution Amount and any costs and expenses incurred by the Minister in rectifying any default by the Landowner under this deed; and
  - (iii) has notified the Landowner of the call upon the Primary Security in accordance with clause 3(b) of this Schedule 5,

then the Landowner must provide to the Minister a replacement Security to ensure that at all times until the date that the Primary Security is released in accordance with clause 4 of this Schedule, the Minister is in possession of Security for a face value equivalent to the amount of the Primary Security.

#### **4. Release of Primary Security**

If:

- (a) the Landowner has satisfied all of its obligations under this deed secured by the Primary Security; and
- (b) the whole of the monies secured by the Primary Security has not been expended and the monies accounted for in accordance with clause 3 of this Schedule 5,

then the Minister will promptly return the Primary Security (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Primary Security (as the case may be), to the Landowner.

#### **5. Road Works Security**

- (a) Subject to clause 5(c), the Landowner must provide Securities to the Minister having the following face value amounts at the following times to secure the performance by the Landowner of the obligation to carry out the Road Works:
  - (i) prior to the issue of a Construction Certificate for the construction of the first Dwelling in the Development, a Security of \$1,105,637 in respect of the Item C1;
  - (ii) prior to the issue of a Construction Certificate for the construction of the 600<sup>th</sup> Dwelling in the Development, a Security of \$4,034,495 in respect of Item C2;
  - (iii) prior to the issue of a Construction Certificate for the construction of the 1900<sup>th</sup> Dwelling in the Development, a Security of \$25,858,672 in respect of Item C3;
- (b) The value of each of the Securities to be provided under clause 5 (a) is to be indexed between the date of this deed, and the date that the Security is provided in the same way as Contribution Amounts are indexed under Schedule 4.
- (c) If the Landowner provides evidence satisfactory to the Minister that WAD Security has been provided in respect of an Item of Road Works, the Securities required under clause 5(a) need not be provided or, if applicable, the Minister will return the Road Works Security provided under this clause 5 in respect of that Item of Road Works.

#### **6. Claims under Road Works Security**

- (a) The Minister may:
  - (i) call upon the relevant Road Works Security to remedy any breach of the Landowner's obligation to deliver the Item of Road Works to which that Road Works Security relates; and
  - (ii) retain and apply such monies towards any costs and expenses incurred by the Minister in rectifying that breach.
- (b) Prior to calling upon a Road Works Security the Minister must give the Landowner not less than 10 Business Days written notice of his or her intention to call upon the Road Works Security.
- (c) If:

- (i) the Minister calls upon a Road Works Security; and
- (ii) applies all or part of such monies towards any costs and expenses incurred by the Minister in rectifying the default by the Landowner under this deed; and
- (iii) has notified the Landowner of the call upon the Road Works Security in accordance with clause 6(b) of this Schedule 5,

then the Landowner must provide to the Minister a replacement Security to ensure that at all times until the date that the Road Works Security is released in accordance with clause 7 of this Schedule, the Minister is in possession of Security for a face value equivalent to the amount required under clause 5 of this Schedule.

## **7. Release of Road Works Security**

Without limiting clause 5(c) of this Schedule, if the Landowner has satisfied all of its obligations under this deed relating to an item of Road Works secured by the relevant Road Works Security, then the Minister will promptly return the relevant Road Works Security or any unused part of it (less any costs, charges, duties and taxes payable) to the Landowner.

## **8. Education Land Security**

- (a) When this Deed commences in accordance with clause 2.1, the Landowner must provide a Security to the Minister having a face value amount of \$1,560,427 (**Education Land Security**) (indexed between the date of this deed and provision of the Security in the same way as Contribution Amounts are indexed under Schedule 4) in order to secure the performance by the Landowner of its obligations under this deed in connection with the Remediation Works and dedication of the Education Land.
- (b) Until the Landowner has completed its obligations under Schedule 4 in connection with the Remediation Works and the dedication of the Education Land, the Minister will be entitled to retain the Education Land Security.

## **9. Claims under Education Land Security**

- (a) The Minister may:
  - (i) call upon the Education Land Security to remedy any breach of the Landowner's obligations in connection with the Remediation Works or dedication of the Education Land; and
  - (ii) retain and apply such monies towards any costs and expenses incurred by the Minister in rectifying that breach.
- (b) Prior to calling upon the Education Land Security the Minister must give the Landowner not less than 10 Business Days written notice of his or her intention to call upon the Education Land Security.
- (c) If:
  - (i) the Minister calls upon the Education Land Security; and
  - (ii) applies all or part of such monies towards any costs and expenses incurred by the Minister in rectifying the default by the Landowner under this deed of the type referred to in clause 9(a); and



- (iii) has notified the Landowner of the call upon the Education Land Security in accordance with clause 9(b) of this Schedule 5,

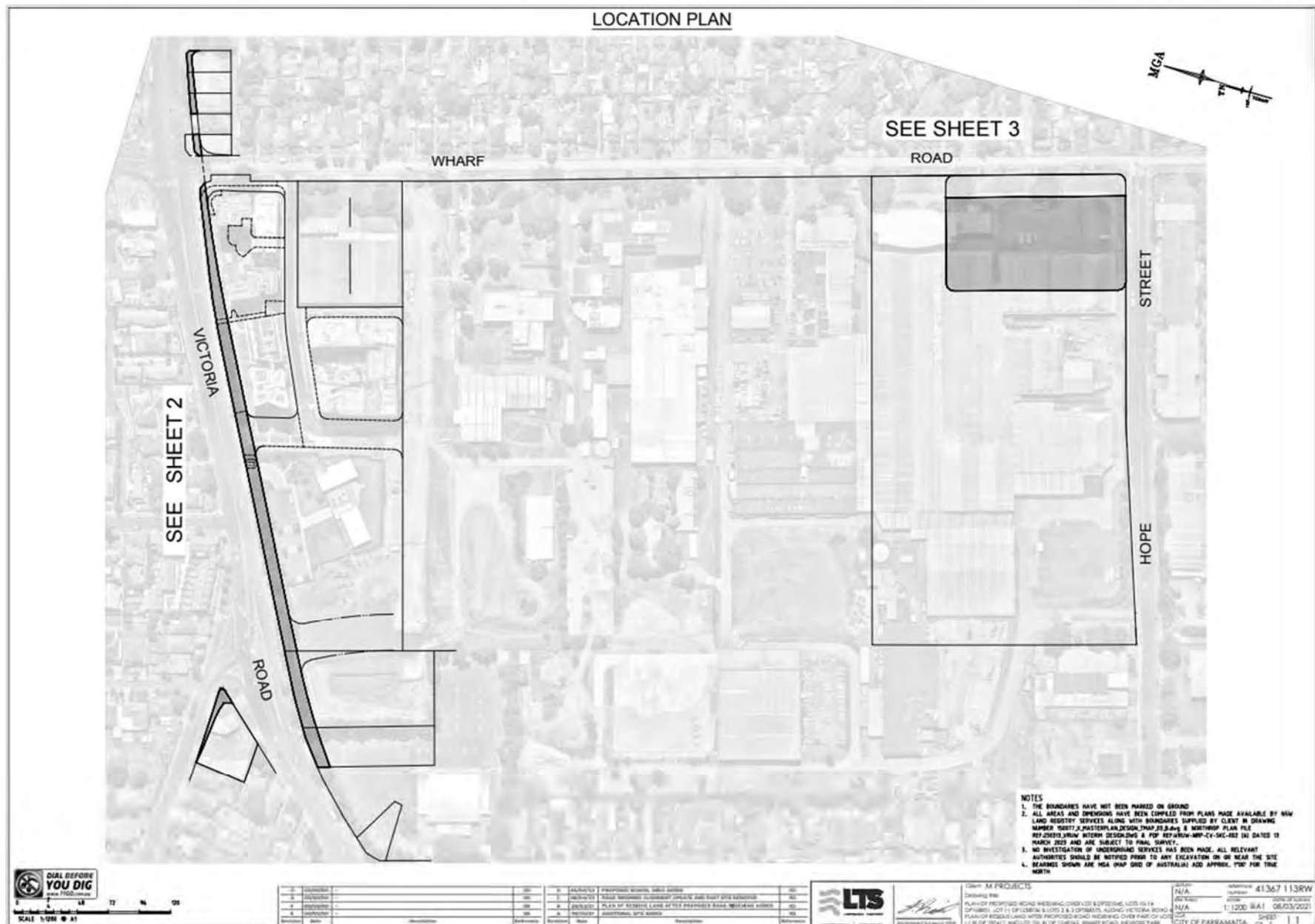
then the Landowner must provide to the Minister a replacement Security to ensure that at all times until the date that the Education Land Security is released in accordance with clause 10 of this Schedule, the Minister is in possession of Security for a face value equivalent to the amount required under clause 8 of this Schedule.

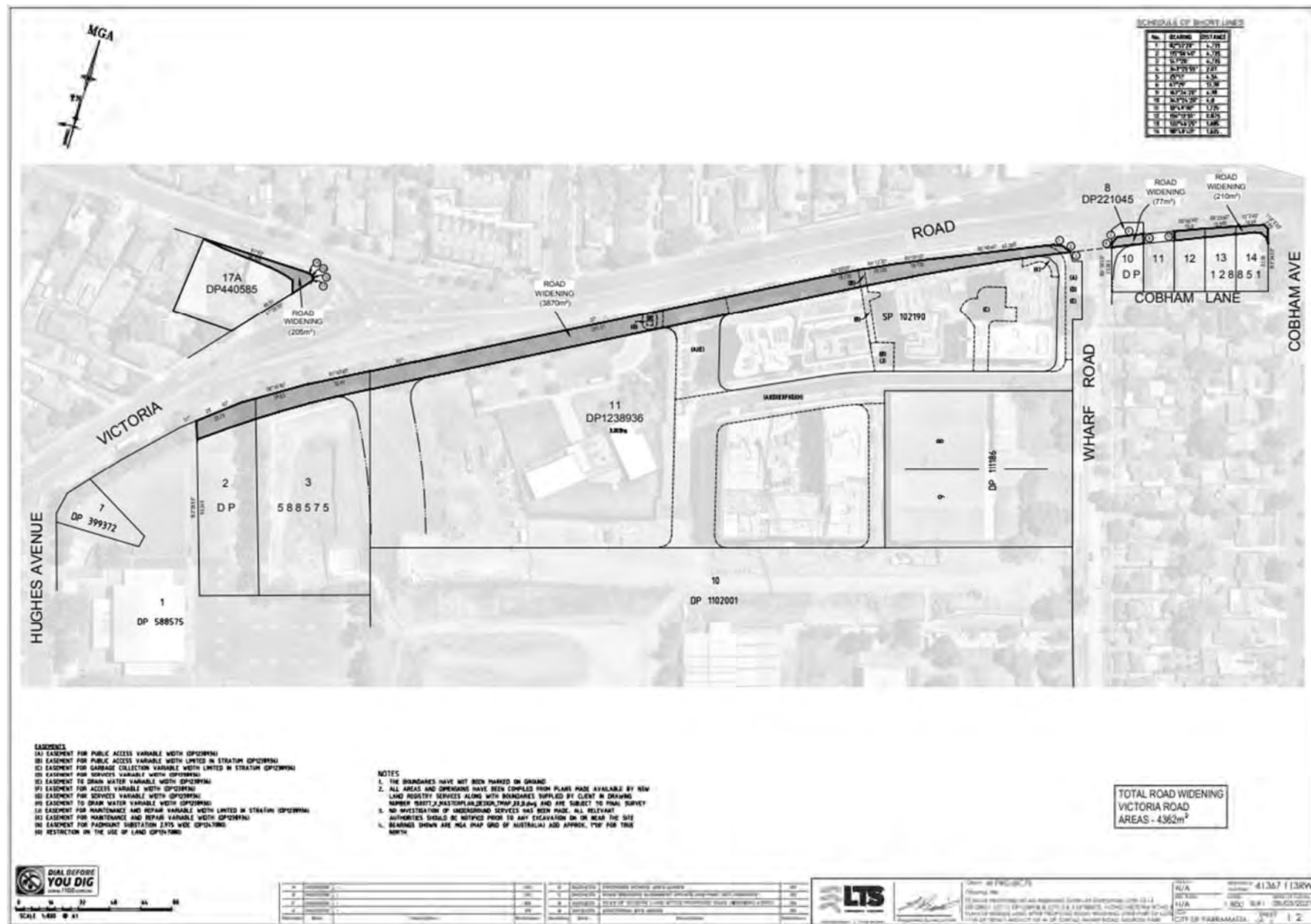
- (d) If the Minister calls on the Education Land Security, the Minister may take any action and obtain any approvals necessary to Remediate the Education Land as required under this deed and the Landowner must do all things necessary to enable the Minister to obtain such approvals.
- (e) All costs incurred by the Minister under clause 9(d) of this Schedule are recoverable from the relevant Landowner either through the Education Land Security or by payment by the relevant Landowner within 10 Business Days of a demand by the Minister and if unpaid, as a debt due in a Court of competent jurisdiction.

## **10. Release of Education Land Security**

If the Landowner has satisfied all of its obligations under this deed secured by the Education Land Security then the Minister will promptly return the Education Land Security or any unused part of it (less any costs, charges, duties and taxes payable) to the Landowner.

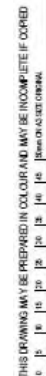
## **Schedule 6 – Land Dedication Plan**

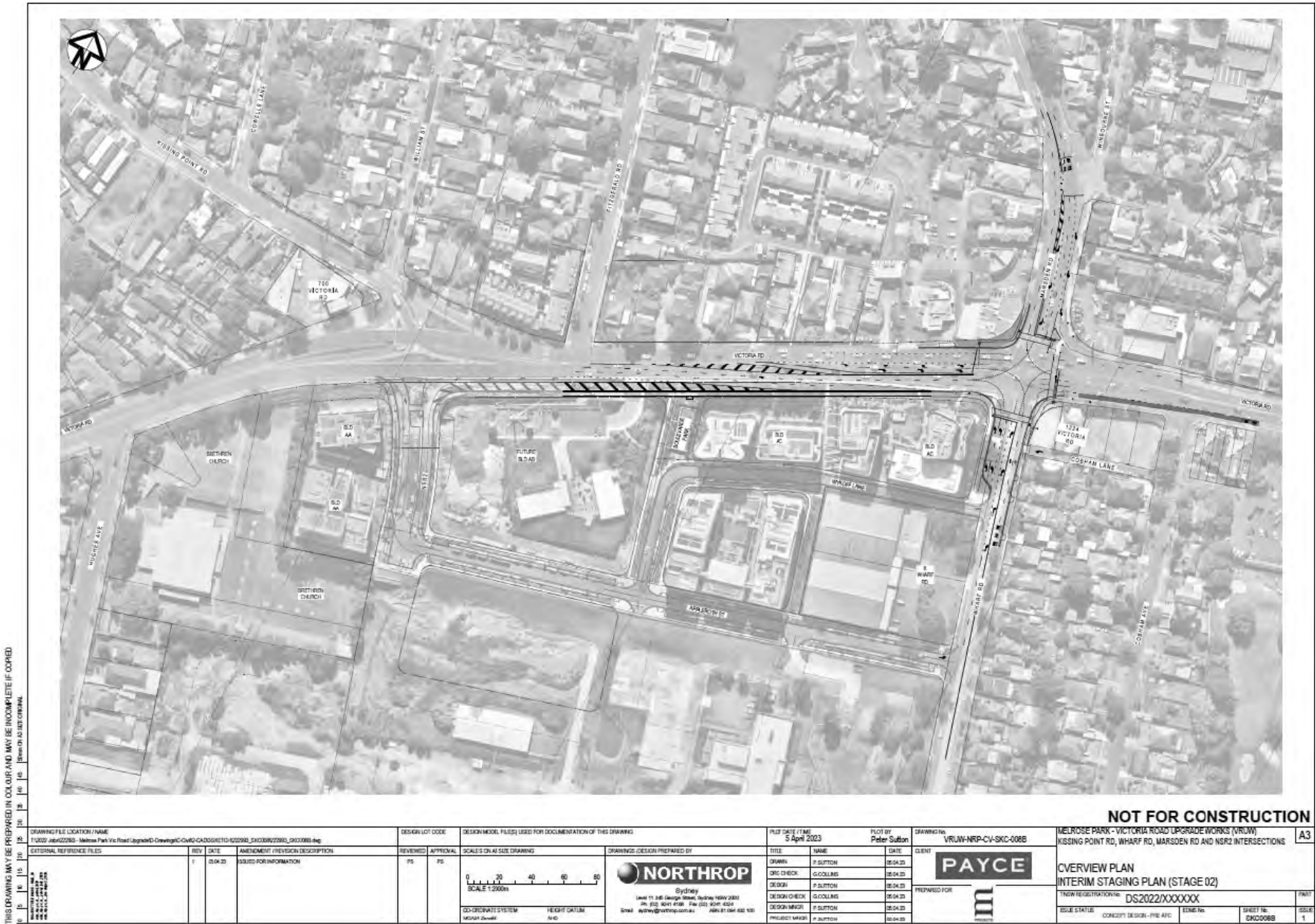




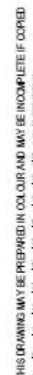


**Schedule 7 – Road Works Plan**









Execution page

**Executed** as a deed

**Signed, sealed and delivered** for and on behalf of the **Minister for Planning and Public Spaces ABN 20 770 707 468**, in the presence of:

.....  
Signature of witness

.....  
Signature of the Minister for Planning and Public Spaces or delegate

.....  
Name of witness in full

.....  
Name of Minister for Planning and Public Spaces or delegate

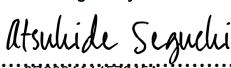
\*Electronic signature of me, [..insert name of delegate..] affixed by me, or at my direction, on [..insert date..]


.....  
Address of witness

\*Electronic signature of me, [..insert name of witness..] affixed by me, or at my direction, on [..insert date..]

\*I have signed [a counterpart of the deed OR a scanned copy of the signed deed sent to me electronically by the signatory], having witnessed the signing of the deed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000*.

**Signed, sealed and delivered** by SH Melrose PP Land Pty Limited (ACN 137 331 438 ) in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

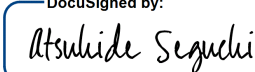
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.....  
Signature of Director

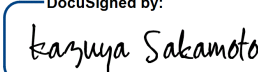
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.....  
Signature of Director/Secretary

...Atsuhide Seguchi.....  
Name of Director in full

...Kazuya Sakamoto.....  
Name of Director/Secretary in full

**Signed, sealed and delivered** by SH Melrose  
Land Pty Limited (ACN 639 001 522 ) in  
accordance with section 127(1) of the  
*Corporations Act 2001* (Cth) by:


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Signature of Director

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Signature of Director/Secretary

...Atsuhide Seguchi.....  
Name of Director in full

...Kazuya Sakamoto.....  
Name of Director/Secretary in full

**Signed, sealed and delivered** by Deicorp  
Projects (MPTC) Pty Limited (ACN 657 628  
110) in accordance with section 127(1) of the  
*Corporations Act 2001* (Cth) by:

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.....  
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Signature of Director

.....  
Signature of Director/Secretary

...Fouad Deiri.....  
Name of Director in full

.....  
Name of Director/Secretary in full

23 May 2024

TfNSW Reference: SYD24-00826/01  
Council's Reference: LDA2024/0062 (CNR-68214)



Mr Wayne Rylands  
Chief Executive Officer  
City of Ryde  
Locked Bag 2069  
North Ryde NSW 1670

Attention: Sohail Faridy

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**VICTORIA ROAD UPGRADE WORKS FOR MELROSE PARK NORTH  
659 VICTORIA ROAD, MELROSE PARK**

Dear Mr Rylands,

Reference is made to Council's correspondence dated 26 April 2024, regarding the abovementioned Development Application (**DA**) which was referred to Transport for NSW (**TfNSW**) for comment in accordance with clauses 2.118 and 2.121 of *State Environmental Planning Policy (Transport and Infrastructure) 2021*, approval under section 87 (4) and concurrence under section 138 of the *Roads Act, 1993*. TfNSW advises that:

- It has been working closely with Council and the Applicant regarding the civil works package that aligns with previous Development Consents for the Melrose Park precinct, the development's approved Transport Management Access Plan (**TMAP**) and the executed Voluntary Planning Agreement (**VPA**) that pertains to the development.
- The Applicant will be required to enter a major Works Authorisation Deed (**WAD**) with TfNSW for all the civil works described in LDA2024/0062 that involved signalised intersection and the classified road network.
- The Applicant should be advised that a conceptual 'agreement-in-principle' with TfNSW as part of the TMAP is not formal approval under section 87 (4) of the *Roads Act, 1993*. TfNSW WAD process that involves detailed design is the formal approval and concurrence under the *Roads Act, 1993*. As such, the Applicant should be aware that as part of the detailed design process it will need to address TfNSW comments as part of this process. To assist the proponent, TfNSW has provided preliminary detailed design feedback and will commence the formal WAD process upon formal Development Consent being issued by the relevant Planning Authority.

As such, TfNSW would provide concurrence under section 138 of the *Roads Act 1993* and 'agreement-in-principle' approval under section 87 (4) for the *Roads Act 1993* for the DA proposed civil road works, subject to the inclusion of the following requirements being included in any Development Consent issued:

1. The proposed works and modification of the Traffic Control Signals (TCS) at the intersections of Victoria Road / Marsden Road / Wharf Road shall be designed to meet TfNSW requirements. The TCS plans shall be drawn by a suitably qualified person and endorsed by a suitably qualified practitioner.

The submitted designs shall be in accordance with Austroads Guide to Road Design in association with relevant TfNSW supplements (available at <https://www.transport.nsw.gov.au/>). The certified copies of the TCS design and civil design plans shall be submitted to TfNSW for detailed design review and approval prior to the release of a construction certificate and commencement of road works. Please send all documentation to [development.sydney@transport.nsw.gov.au](mailto:development.sydney@transport.nsw.gov.au).

TfNSW fees for administration, plan checking, civil works inspections and project management shall be paid by the developer prior to the commencement of works.

The developer will be required to enter a Works Authorisation Deed (WAD) for the abovementioned works.

2. The proposed works civil road works on Victoria Road and Marsden Road shall be designed to meet TfNSW requirements and endorsed by a suitably qualified practitioner. The design requirements shall be in accordance with Austroads and other Australian Codes of Practice. The certified copies of the civil design plans shall be submitted to

TfNSW for detailed design review and approval prior to the release of the construction certificate by the Principal Certifying Authority and commencement of road works. Please send all documentation to [development.sydney@transport.nsw.gov.au](mailto:development.sydney@transport.nsw.gov.au).

The developer is required to enter a Works Authorisation Deed (WAD) for the abovementioned works.

TfNSW fees for administration, plan checking, civil works inspections and project management shall be paid by the developer prior to the commencement of works.

3. Detailed design plans and hydraulic calculations of any changes to the stormwater drainage systems on Victoria Road and Marsden Road are to be submitted to TfNSW for approval, prior to the commencement of any works. Please send all documentation to [development.sydney@transport.nsw.gov.au](mailto:development.sydney@transport.nsw.gov.au).

A plan checking fee will be payable, and a performance bond may be required before TfNSW approval is issued.

4. Any redundant vehicle crossovers on the Victoria Road frontage shall be removed and replaced with kerb and gutter to match existing. The design and construction of the kerb and gutter on frontage shall be in accordance with TfNSW requirements. Details of these requirements should be obtained by email to [developerworks.sydney@transport.nsw.gov.au](mailto:developerworks.sydney@transport.nsw.gov.au).

Detailed design plans of the proposed kerb and gutter are to be submitted to TfNSW for approval prior to the issue of a construction certificate and commencement of any road works. Please send all documentation to [development.sydney@transport.nsw.gov.au](mailto:development.sydney@transport.nsw.gov.au).

A plan checking fee and lodgement of a performance bond is required from the applicant prior to the release of the approved road design plans by TfNSW.

5. The Applicant shall be responsible for all public utility adjustment/relocation works, necessitated by the above work, and as required by the various public utility authorities and/or their agents.
6. Prior to the issue of any construction certificate the applicant shall prepare a Construction Pedestrian and Traffic Management Plan (CPTMP) in consultation with TfNSW. The CPTMP needs to specify matters including, but not limited to, the following:
  - A description of the development.
  - Location of any proposed work zone(s).
  - Details of crane arrangements including location of any crane(s) and crane movement plan.
  - Haulage routes.
  - Proposed construction hours.
  - Predicted number of construction vehicle movements, detail of vehicle types and demonstrate that proposed construction vehicle movements can work within the context of road changes in the surrounding area, noting that construction vehicle movements are to be minimised during peak periods.
  - Construction vehicle access arrangements.
  - Construction program and construction methodology, including any construction staging.
  - A detailed plan of any proposed hoarding and/or scaffolding.
  - Measures to avoid construction worker vehicle movements within the precinct.
  - Consultation strategy for liaison with surrounding stakeholders, including other developments under construction and Parramatta Light Rail Stage 2.
  - Identify any potential impacts to general traffic, cyclists, pedestrians, and bus services within the vicinity of the site from construction vehicles during the construction of the proposed works. Proposed mitigation measures should be clearly identified and included in the CPTMP; and
  - Identify the cumulative construction activities of the development and other projects within or around the development site, including Parramatta Light Rail Stage 2 and private development. Proposed measures to minimise the cumulative impacts on the surrounding road network should be clearly identified and included in the CPTMP.

Submit a copy of the final plan to TfNSW for endorsement via [development.ctmp.cjp@transport.nsw.gov.au](mailto:development.ctmp.cjp@transport.nsw.gov.au).

7. A Road Occupancy Licence (ROL) shall be obtained from Transport Management Centre (TMC) for all civil works on Victoria Road, Marsden Road, and Kissing Point Road during construction activities.

If you have any further inquiries in relation to this matter, Pahee Rathan, Senior Land Use Assessment Coordinator, can be contacted on 0417 246 510 or via email at [development.sydney@transport.nsw.gov.au](mailto:development.sydney@transport.nsw.gov.au).

Yours sincerely,

A handwritten signature in black ink, appearing to read 'BEPeg'.

**Brenden Pegg**  
**Senior Manager Land Use Assessment Central and Western**  
**Planning and Programs Greater Sydney Division**