

# Modification of Concept Approval

## Section 75W of the *Environmental Planning & Assessment Act 1979*

As delegate of the Minister for Planning and Public Spaces, I approve the modification of the concept approval referred to in Schedule 1, subject to the conditions in Schedule 2.

AJ Watson

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Team Leader  
Key Sites Assessments

25 May 2021

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### SCHEDULE 1

<b>Concept Approval:</b>	<b>MP 09_0191</b> granted by the Planning Assessment Commission Minister for Planning and Infrastructure on 19 March 2012
<b>For the following:</b>	Authorise the use of the existing building for retail and business premises and expand the Marrickville Metro Shopping Centre including a first-floor addition to the existing building at 34 Victoria Road, a new 2 level retail building on at 13-55 Edinburgh Road and two levels of rooftop parking above each building.
<b>Proponent:</b>	AMP Capital Investors
<b>Approval Authority:</b>	Minister for Planning and Public Spaces
<b>Land:</b>	34 Victoria Road and 13-55 Edinburgh Road, Marrickville (Lot 100 DP 715231 and Lot 10 DP 1255587)
<b>Modification:</b>	<b>MP 09_0191 MOD 12:</b> the modification includes: <ul style="list-style-type: none"><li>• amendment to conditions B14, B15, E5, E14, E16, E22 and E35 to defer the delivery of the new roundabout at the Edinburgh Road and Railway Parade intersection and change references from Railway Terrace to Railway Parade; and</li><li>• new condition E36 requiring a bond as surety for delivery of the roundabout.</li></ul>

## SCHEDULE 2

The Concept approval (MP 09\_0191) is modified as follows:

- (a) In Part E, Condition B14 of Schedule 2 is amended by the insertion of the **bold and underlined** words / numbers and deletion of the ~~struckout~~ words/numbers as follows:

### State Transit Authority (STA) Approval

B14 The proponent shall submit details/plans to STA for:

- a. the bus terminal in Edinburgh Road; and
- b. the roundabouts at the intersections of Edinburgh Road/Sydney Steel Road and Edinburgh Road/Railway **Parade Terrace** - demonstrating that low floor buses are able to u-turn at these locations.

The proponent shall provide evidence of STA's approval of the bus terminal and roundabout design to the Certifying Authority prior to issue of the Construction Certificate for the bus terminal and roundabout for Stage 1B.

- (b) In Part E, Condition B15 of Schedule 2 is amended by the insertion of the **bold and underlined** words / numbers and deletion of the ~~struckout~~ words/numbers as follows:

### Local Traffic Committee Approval

B15 The proponent shall obtain Local Area Traffic Committee approval for the following works as relevant to Stage 1B and Stage 2 respectively and prior to issue of the relevant Construction Certificate:

- a. design of the roundabout at the intersection of Edinburgh Road and Sydney Steel Road;
- b. redesign of the roundabout at the intersection of Edinburgh Road and Railway **Terrace Parade**;
- c. detailed design of the bus terminal in Smidmore Street;
- d. prohibition of right turn movements from Victoria Road to Edgeware Road during the afternoon peak and Saturday morning peak;
- e. the installation of a pedestrian crossing on Smidmore Street between the pedestrian entrances of the two shopping centre buildings, and the provision of proposed signage, line marking, speed zones and other traffic management in the proposed Smidmore Street Shared zone in accordance with Conditions B16
- f. no parking restrictions to cover the afternoon peak and Saturday morning peak at the following locations:
  - i. northbound approach of Edgeware Road to the intersection with Alice Street and Llewellyn Street (distance of 100 metres);
  - ii. southbound approach of Edgeware Road to the intersection with Alice Street and Llewellyn Street (distance of 50 metres); and
  - iii. westbound approach Alice Street to the intersection with Edgeware Road and Llewellyn Street (distance of 50 metres);
  - iv. eastern side of Edgeware Road between Alice Street and Llewellyn Street (distance of 50 metres);
  - v. from Smidmore Road and Edinburgh Road as identified in Figure 8 of the Response to Submissions Report prepared by TTPP dated 15 May 2018; and
- g. detailed design of the right turn access from Edinburgh Road to the Edinburgh Road car park

- h. “no stopping” restrictions on the eastern side of Murray Street between Edinburgh Road and the Stage 1B loading dock as shown on Drawing No. 16065CAD42-Figure 1 in the letter prepared by TTPP dated 8<sup>th</sup> May 2019.
- (c) In Part E, Condition E5 of Schedule 2 is amended by the insertion of the **bold and underlined** words / numbers and deletion of the **~~struckout~~** words/numbers as follows:
- E5. All works required to be carried out in connection with drainage, crossings, alterations to kerb and guttering, footpaths and roads resulting from the development, with the exception of the roundabout construction at the intersection of Edinburgh Road/Sydney Steel Road, **and the roundabout at the intersection of Edinburgh Road/Railway Parade** shall be completed before the issue of the relevant Occupation Certificate. Works shall be in accordance with Council’s Standard crossing and footpath specifications and AUS SPEC#2 - “Roadworks Specifications”.
- (d) In Part E, Condition E14 of Schedule 2 is amended by the insertion of the **bold and underlined** words / numbers and deletion of the **~~struckout~~** words/numbers as follows:

#### **Infrastructure Repair and Completion Works**

- E14. Prior to issue of any Occupation Certificate all required works in the road reserve, necessary for the stage of the development, with the exception of the roundabout construction at the intersection of Edinburgh Road/Sydney Steel Road, **and the roundabout at the intersection of Edinburgh Road/Railway Parade** must be completed in full and any damaged public infrastructure caused as a result of construction works on the subject site (including damage caused by, but not limited to, delivery vehicles, waste collection, contractors, sub contractors, concrete vehicles) must be fully repaired to the satisfaction of Council Engineers at no cost to Council.
- (e) In Part E, Condition E16 of Schedule 2 is amended by the insertion of the **bold and underlined** words / numbers and deletion of the **~~struckout~~** words/numbers as follows:

#### **Public domain works**

- E16. Prior to issue of the Occupation Certificate for each stage of the development, the proponent shall obtain from Council a Certificate(s) of Satisfactory Completion for public domain works stating that all road, footpath, drainage, traffic management, landscaping and civil works on Council property required to be undertaken as a result of this development, with the exception of the roundabout construction at the intersection of Edinburgh Road/Sydney Steel Road, **and the roundabout at the intersection of Edinburgh Road/Railway Parade** have been completed satisfactorily and in accordance with Council approved plans and specifications.
- (f) In Part E, Condition E22 of Schedule 2 is amended by the deletion of the **~~struckout~~** words/numbers as follows:

#### **Traffic Improvements Stage 1B**

- E22. The following works shall be completed to the satisfaction of the Certifying Authority prior to issue of an Occupation Certificate for Stage 1B of the development, and shall be at no cost to Council:
- ~~Roundabout construction at the intersection Edinburgh Road/Railway Terrace;~~
  - Construction of a new bus terminal in Edinburgh Road;
  - Smidmore Street upgrade works including pedestrian crossing, community bus and taxi zones; and

- Amend the street address to Marrickville Metro Shopping Centre to have a Smidmore Street or Edinburgh Road address.

The above measures shall be implemented in accordance with the approval of the Local Area Traffic Committee and to the satisfaction of Inner West Council.

- (g) In Part E, Condition E35 of Schedule 2 is added by the insertion of the **bold and underlined** words / numbers as follows:

**Traffic Improvements Prior to the Operation of Stage 1B**

- E35 The following works shall be completed to the satisfaction of the Certifying Authority and Council prior to the operation of the Stage 1B retail development, and shall be at no cost to Council:

- Roundabout construction at the intersection of the Edinburgh Road/Sydney Steel Road
- **Roundabout construction at the intersection of Edinburgh Road/Railway Parade**

- (h) In Part E, Condition E36 of Schedule 2 is added by the insertion of the **bold and underlined** words / numbers as follows:

- E36 Prior to the issue of an Occupation Certificate for Stage 1B, a bond in the sum of \$200,000, is to be paid to Council in connection with the public domain works associated with the upgrade of the roundabout at the intersection of Edinburgh Road and Railway Parade. This bond will be refunded following completion of these works.**

**The security may be provided in one of the following methods:-**

- (a) **in full in the form of a cash bond supported by a legal agreement prepared by Council's Solicitors at the proponent's expense; or**
- (b) **by provision of a Bank Guarantee by an Australian Bank in the following terms:**
- (i) **the bank must unconditionally pay the guaranteed sum to the Council if the Council so demands in writing.**
- (ii) **the bank must pay the guaranteed sum within seven (7) days of demand without reference to the proponent or landowner or other person who provided the guarantee, and without regard to any dispute, controversy, issue or other matter relating to consent or the carrying out of development in accordance with the consent;**
- (iii) **the bank's obligations are discharged when payment to the Council is made in accordance with this guarantee or when the Council notifies the bank in writing that the guarantee is no longer required.**

**Prior to the Bond being refunded at the completion of the works at the intersection of Edinburgh Road and Railway Parade, Council shall confirm that there is no damage to existing Council infrastructure. In circumstances where there is no damage to existing public infrastructure, Council shall have the ability to draw on the Bond to rectify any damage, if it is not rectified by the Proponent in a reasonable timeframe to be agreed between the parties.**

**End of Modification**

**(MP 09\_0191 MOD 12)**