

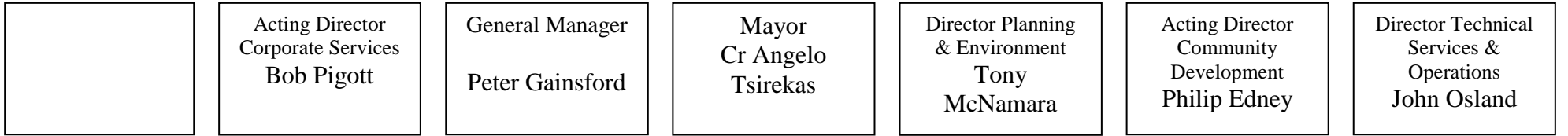


## **COUNCIL MEETING**

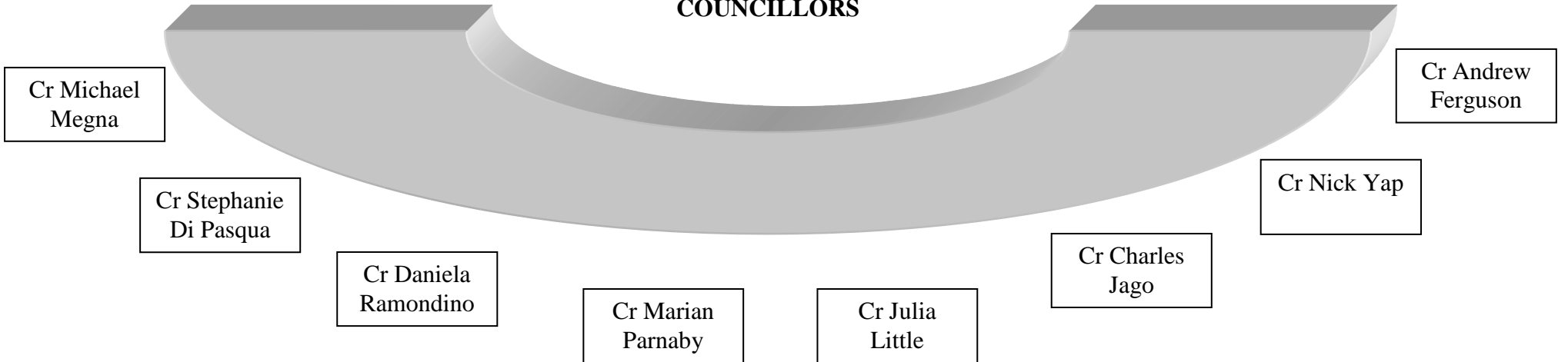
### **AGENDA**

*Council Chambers  
Canada Bay Civic Centre  
1a Marlborough Street  
Drummoyne*

*Tuesday, 10 April 2018  
Commencing at 6.00 pm*



**CITY OF CANADA BAY  
COUNCILLORS**





Dear Councillor,

An ordinary meeting of the Council will be held in the Council Chambers, Canada Bay Civic Centre, Drummoyne, on Tuesday, 10 April 2018 at 6.00pm.

### **AGENDA**

1. Welcome to Country
2. Apologies
3. Disclosures of Pecuniary and Non-Pecuniary Interest
4. Confirmation of Minutes
  - Council Meeting – 20 March 2018
5. Public Forum
6. General Manager's Reports
7. Notices of Motion

Peter Gainsford  
General Manager

5 April 2018

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***Please Note:***

The use of private tape recorders or other electronic devices, including mobile phones, is not permitted.

**ITEM-1            3 KING STREET CONCORD WEST (PP2016/0001);  
OUTCOME OF EXHIBITION OF PLANNING  
PROPOSAL AND VOLUNTARY PLANNING  
AGREEMENT**

**Department      Planning & Environment**

**Author Initials: AW**

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**EXECUTIVE SUMMARY**

This report summarises the outcomes of the public exhibition for the Planning Proposal (and associated Voluntary Planning Agreement) to rezone land at 3 King Street, Concord West from R2 Low Density to B1 Neighbourhood Centre, increase the maximum building height from 8.5m to 16m, and increase the floor space ratio (FSR) from 0.5:1 to 2.3:1.

The Planning Proposal is intended to facilitate redevelopment of the subject site through the demolition of the existing industrial building and the construction of shop top housing with a maximum of 20 dwellings located above ground floor retail/business premises. The Planning Proposal and intended development outcome is in accordance with the Concord West Precinct Master Plan and Parramatta Road Corridor Urban Transformation Strategy.

Prior to public exhibition the applicant proposed to enter into a Voluntary Planning Agreement with Council to enable the provision of Affordable Housing.

In response to the public exhibition, five (5) submissions were received which included four (4) individual responses and one (1) submission from a government agency. The issues raised in the submissions relate to the provision of affordable housing, traffic and parking, built form and the streetscape, setbacks adjacent to the railway line and a number of matters relating to the detailed design of the development.

This report discusses the key issues raised in the submissions and recommends that the Planning Proposal, the Development Control Plan (DCP) and Canada Bay Development Contributions Plan be adopted and forwarded to the Department of Planning and Environment for gazettal. This report also recommends that Council endorse the Voluntary Planning Agreement.

**STRATEGIC CONNECTION**

This report supports FuturesPlan20 Outcome area:

*We will encourage and support the provision of a diverse range of housing stock which responds to changing needs.*



2. *THAT Council request delegation from the Department of Planning and Environment to manage the plan making process.*
3. *THAT authority be delegated to the General Manager to make any minor modifications to the Planning Proposal following receipt of a Gateway Determination.*
4. *THAT the Planning Proposal be approved for public authority consultation and public exhibition following receipt of a Gateway Determination.*
5. *THAT Council note that should the Planning Proposal proceed to exhibition, that following consideration of any submissions, the Planning Proposal will be reported back to Council.*
6. *THAT Council commence background work to inform the future closure of the eastern part of Victoria Ave, Concord West (east of King Street) to enable a Public Square to be created.*
7. *THAT \$10,000 be allocated from the Canada Bay Development Contributions Plan reserve to carry out required survey and associated works to inform the road closure.*

#### *Conditions of the Gateway Determination*

On 28 July 2017 Council received Gateway Determination, as at **Attachment 2**, from the Department of Planning and Environment subject to multiple conditions. These conditions were reviewed and addressed in an addendum to the Planning Proposal prior to public exhibition. A copy of the addendum is at **Attachment 3**.

#### **Public Exhibition**

The Planning Proposal and Voluntary Planning Agreement (**Attachments 4 and 5**) were publicly exhibited from Tuesday 6 February 2018 to 6 March 2018 and involved the following:

- Letters sent to land owners and occupiers in the immediate vicinity of the subject site.
- Letters sent to:
  - Transport for NSW;
  - Department of Education and Communities;
  - Transport for NSW – Sydney Trains.
- All relevant documentation was provided on Council's website and a hard copy was placed in Council's Civic Centre and Concord Library.



Council received five (5) submissions from residents and one (1) submission from a government agency (Transport for NSW). The key issues raised in the submissions are discussed below with a summary of submissions provided as Attachment 6:

### *Traffic and Parking*

A number of submissions were received that raised concern about traffic generation, existing on-street parking and loss of on-street parking for the development of a new Town Square.

The Traffic, Transport, Accessibility and Parking report prepared as part of the Concord West Master Plan suggested that to facilitate the total additional 785 dwellings proposed in the Master Plan, the George Street/Pomeroy Street intersection will need to be upgraded through the construction of a southbound left turn slip lane, and the lengthening of “no parking” restrictions on the northbound approach. It is intended that these works will be completed as a result of existing obligations on an approved development consent for the Victoria Avenue School.

In addition, the Master Plan:

- Encourages on-site car share provisions for new development.
- Introduces time restricted on-street car parking in the vicinity of the railway station to discourage commuter car parking.
- Makes improvements to existing, and provision of new pedestrian and cycling routes/movements.

Car parking rates are also set by the *Parramatta Road Corridor Urban Transformation Strategy* under Ministerial Direction to be consistent with Section 3.8 of the Planning and Design guidelines.

Therefore the car parking provisions within the draft Development Control Plan Special Precincts have been updated to be consistent with the Parramatta Road Corridor Urban Transformation Strategy. The draft Development Control Plan will come into force upon gazettal of this Planning Proposal. This will encourage a modal shift from private car usage to public transport.

The removal of on-street parking spaces, closure of the road on the eastern end of Victoria Avenue and construction of a public space to be named Station Square were proposed in the Concord West Precinct Master Plan. These changes were considered within the aforementioned traffic study and were previously endorsed by Council. It is intended that the road closure take place within a foreseeable timeframe to enable the subject site to redevelop.

Council's traffic team have also reviewed the Planning Proposal and raise no specific concerns with respect to traffic and parking. The site is in close proximity to public transport including a bus service, North Strathfield train station and Concord West train station.

The redevelopment of the site and the delivery of the town square were contemplated by the Concord West Precinct Master Plan. Traffic and parking issues arising as a consequence of the redevelopment of the site were considered during the preparation of the original Traffic, Transport, Accessibility and Parking report and were found to be satisfactory subject to the upgrade of the George/Pomeroy and Beronga Street intersection.

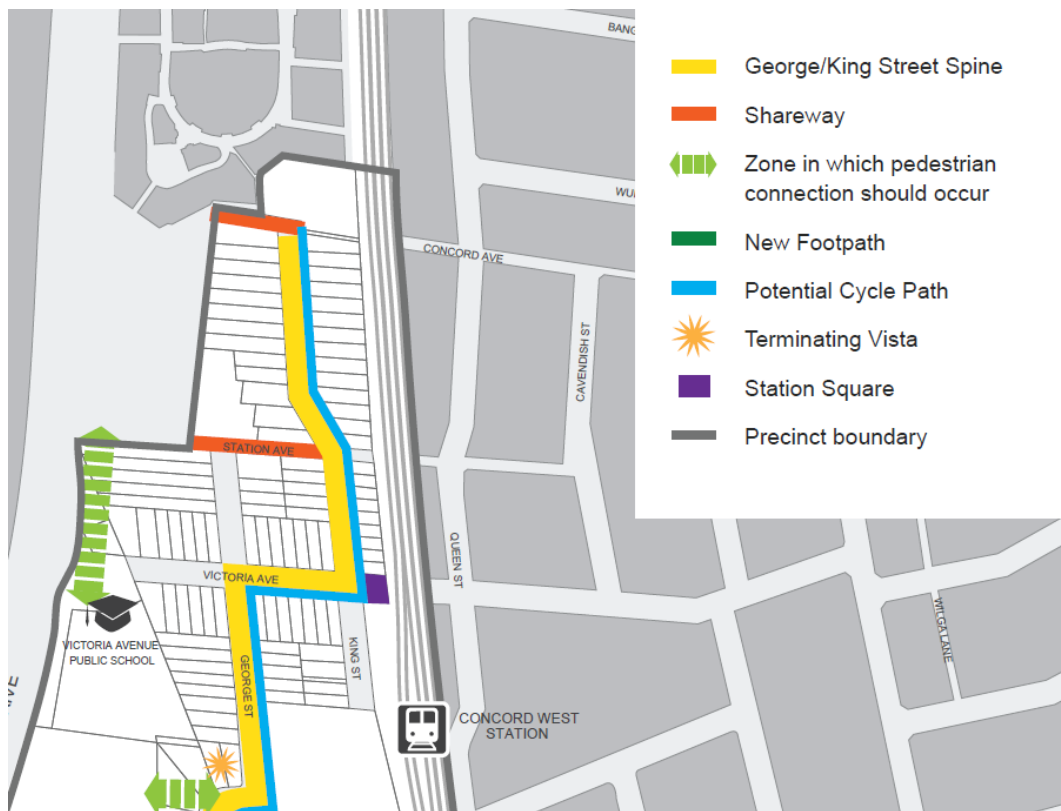


Figure 2: Proposed location of Station Square in Master Plan



Figure 3: Existing on-street parking and proposed location of Station Square

### *Built form*

The Planning Proposal seeks to increase the permitted building height on the site from the 8.5 metres to 16 metres. Several submissions raised concern that the proposed height is out of context with the surrounding built form.

Council undertook significant consultation with the community to develop appropriate planning principles and built form controls which apply to all sites identified in the Concord West Precinct Master Plan. The planning principles and built form controls seek to transition the scale of new development between existing established low density dwellings and the proposed new medium density buildings.

The development controls, per **Attachment 7**, were prepared to reflect the adopted Master Plan and associated built form principles. The DCP includes a building envelope that reflects a 2 – 4 storey shop top housing development on the subject site. The DCP requires that the ground floor and first floor of the building are to have a 3m setback from the northern boundary which adjoins the Low Density Residential zone to the north of the subject site. In addition to this, the second and third floors are to have a setback of 10m (being an additional 7m) from the northern boundary. There will also be a 2m setback of the upper level (third floor) from the street boundary (west).

The built form outcome proposed in the Planning Proposal is in accordance with the Concord West Precinct Master Plan and will provide an appropriate transition to the houses adjoining and adjacent to the site.

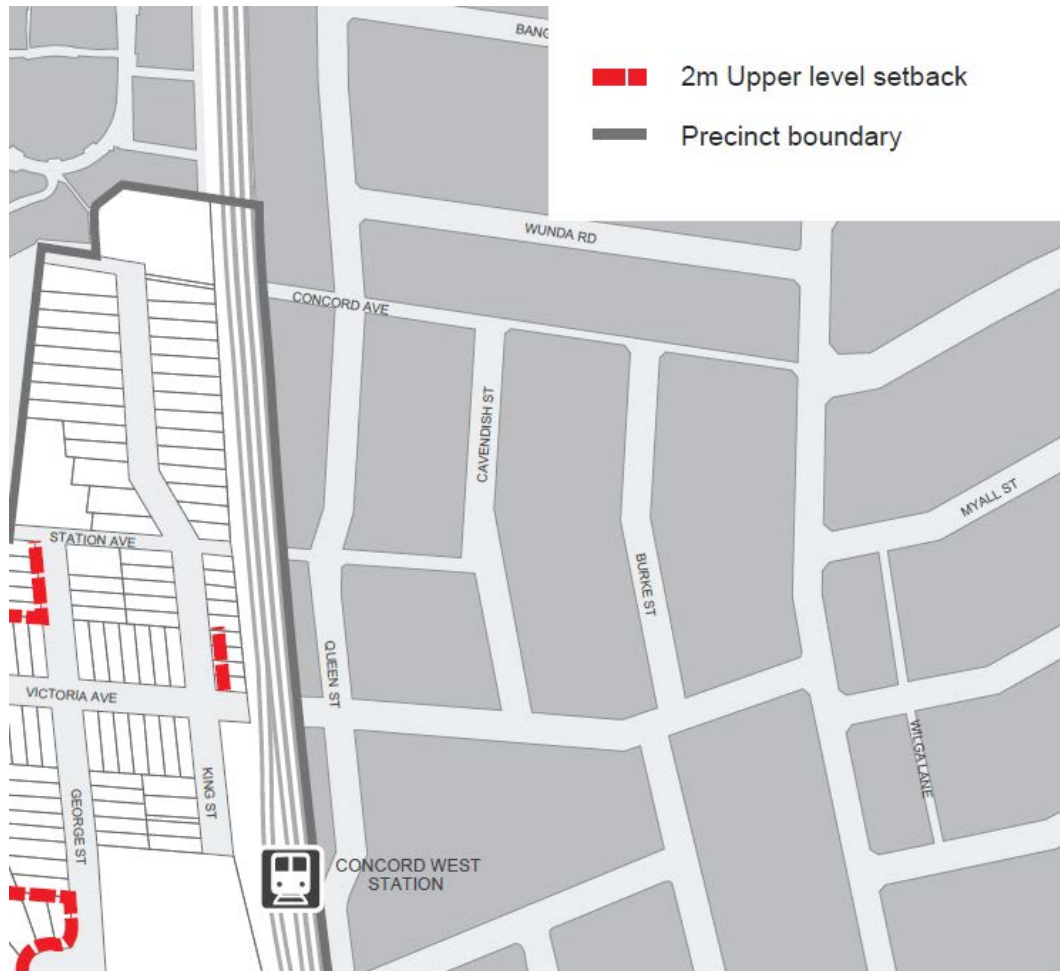


Figure 4: Proposed 2m upper level street setback in Master Plan.

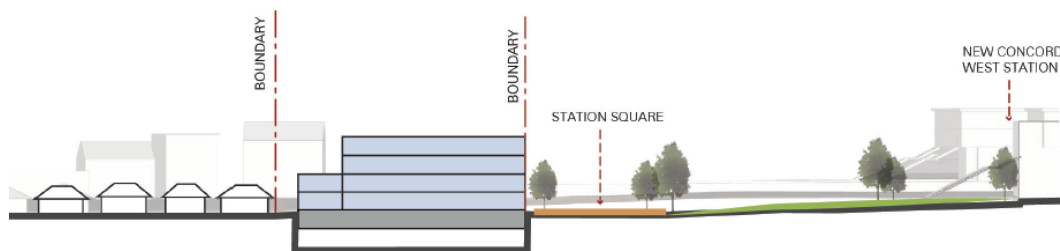


Figure 5: North-south section showing proposed setbacks/transition of levels to lower density residential to the north.

### *Affordable Housing*

A submission was received that raised concern about the potential negative impact of Affordable Housing on the neighbourhood. The submission perceives the

existence of affordable housing as creating potentially unsafe environment with undesirable consequences.

Both the Parramatta Road Strategy and the Eastern City District Plan require affordable housing to be provided. These strategies are reinforced by council's own affordable housing position paper and policy that promote the delivery of more affordable housing for key workers in the City of Canada Bay.

The Gateway Determination issued by the Department of Planning and Environment also required the Planning Proposal to be updated to address the provision of Affordable Housing.

In order to meet this requirement, the applicant provided a Letter of Offer to Council to provide affordable housing through a Planning Agreement. The Planning Agreement specifies that, if Development Consent is granted for the purpose of carrying out development on the land, the Land Owners will provide public benefit to Council by way of Affordable Housing at a minimum of 5% of the uplift of the Gross Floor Area, or a one-bedroom unit, whichever is greater.

The City of Canada Bay Council has been involved in affordable housing since 2009 and currently has 26 affordable housing units. It is envisaged this number will steadily increase as further localities undergo renewal in Rhodes East and along the Parramatta Road corridor.

It is important to note that "affordable housing" is not "social housing". In the case of Canada Bay, affordable housing is defined as:

*Housing that leaves sufficient family household income to meet other household needs. This has become understood to mean housing that costs no more than 30% of a family's gross income in rent or 35% in mortgage repayments.*

Council's Affordable Housing Policy places priority on keyworkers (child care, health services, primary and secondary education, public transport etc) that are permanently employed in the City of Canada Bay.

#### *Contamination*

Council's Environmental Health Officers have reviewed the submitted Contamination Assessment and have confirmed that the site may be made suitable for the proposed use.

#### *Setbacks to the adjacent railway line*

Transport for NSW requested that a setback of 1.5m be provided between the building envelope and the property boundary adjacent to the railway corridor. This can be achieved as any future development application will be expected to comply with the Master Plan which requires a 4m rail line setback.

### State Infrastructure

A new map has been prepared, as at **Attachment 8**, to illustrate where a future contribution to designated State public infrastructure, identified as part of the Parramatta Road Urban Corridor Transformation Strategy, may be required.

### Design Details of the Future Development

A number of issues were raised that relate to matters that are more appropriately considered at the Development Application stage, including security/fencing, solar access, privacy, drainage, streetscape, noise (construction and ongoing), ground levels, construction site management, and detailed design/use of the proposed development.

Those issues will need to be considered by the architect when preparing any future development application and will be assessed by Council after lodgement of a development application.

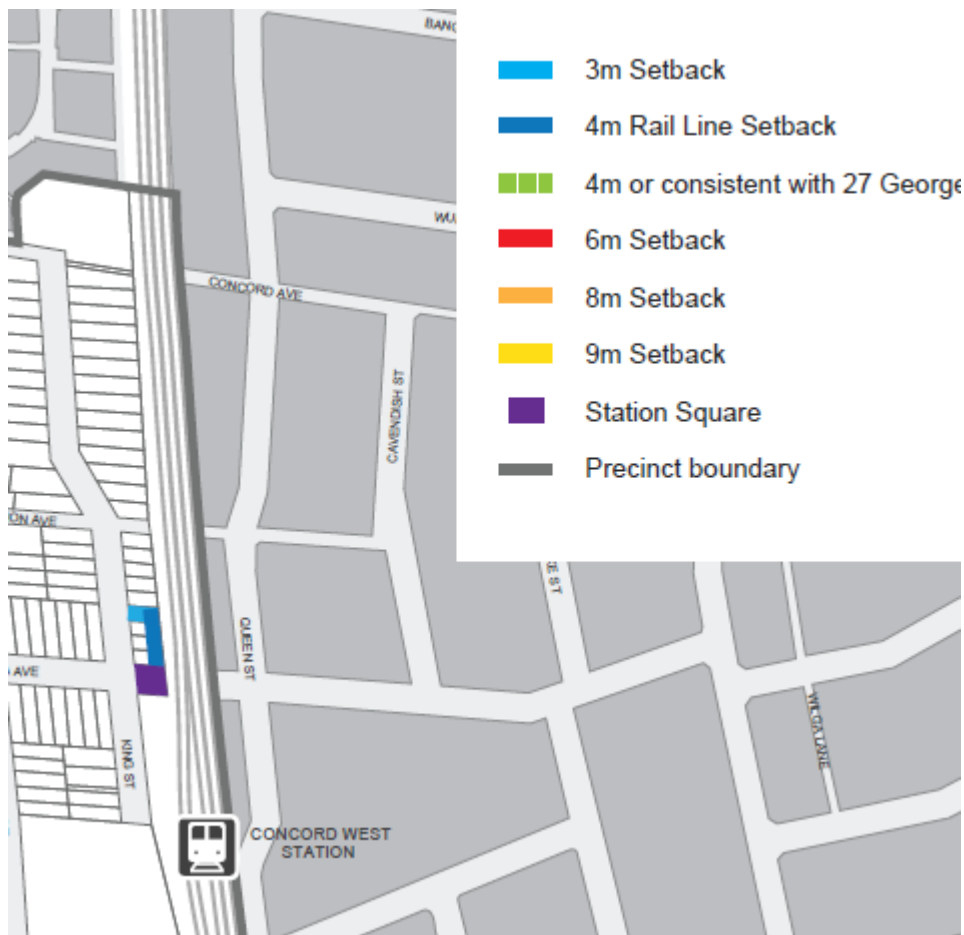


Figure 6: Rail line setback.

## Conclusion

The Planning Proposal is consistent with the objectives of the Concord West Master Plan and the Parramatta Road Corridor Urban Transformation Strategy, which encourage growth in and near established centres with access to public transport.

Rezoning the subject site to B1 Neighbourhood Centre is appropriate and will facilitate a building comprising shop top housing. The proposed built form is deemed appropriate for the site and the proposed development controls will ensure that any future building has an appropriate interface with nearby residential dwellings.

It is recommended that the Planning Proposal be endorsed for submission to Parliamentary Counsel for gazettal. It is also recommended that Council resolve to execute the Voluntary Planning Agreement.

## RECOMMENDATION

1. THAT Council note the outcome of the public exhibition period.
2. THAT the draft amendments to the Development Control Plan - Special Precincts for land within the Concord West Precinct be adopted.
3. THAT the Draft Development Control Plan - Special Precincts be amended to exclude the application of *Part C3 (Car Parking) of the Canada Bay Development Control Plan* to Part 2.15 Concord West Precinct.
4. THAT the Section 7.11 Development Contribution Plan be adopted as provided at **Attachment 9**.
5. THAT the exhibited Voluntary Planning Agreement be executed to enable the delivery of affordable housing.
6. THAT the Planning Proposal be forwarded to the Department of Planning and Environment to enable the Local Environmental Plan to be finalised.
7. THAT the applicant be advised to consult with Sydney Trains prior to the lodgement of a development application.
8. THAT the applicant and submitters be advised of Council's determination.

### Attachments:

1. Planning Proposal (sent under separate cover)
2. Gateway Determination

3. Addendum to the Planning Proposal
4. Draft Voluntary Planning Agreement
5. Voluntary Planning Agreement Explanatory Note
6. Review of Submissions
7. Draft Development Control Plan Special Precincts (sent under separate cover)
8. Draft Canada Bay Local Environmental Plan Maps
9. Concord West Section 7.11 Development Contribution Plan (sent under separate cover)





## Gateway Determination

**Planning Proposal (Department Ref: PP\_2017\_CANAD\_003\_00):** to amend zoning, floor space ratio (FSR) and height controls at 3 King Street, Concord West.

I, the Director Regions, at the Department of Planning and Environment as delegate of the Greater Sydney Commission, have determined under Section 56(2) of the *Environmental Planning and Assessment Act, 1979* (EP&A Act) that an amendment to the Canada Bay Local Environmental Plan (LEP) 2013 should proceed subject to the following conditions:

1. Prior to community consultation, the planning proposal is to be updated to:
  - a. address and justify the minor inconsistency with Section 117 Direction 4.1 Acid Sulphate Soils as the subject site is identified as being on Class 5 land in the Canada Bay LEP 2012;
  - b. address and justify the minor inconsistencies with Section 117 Direction 7.3 Parramatta Road Corridor Urban Transformation Strategy regarding land use zoning outlined under the Strategy's Planning and Design Guidelines (Section 7.9 – Page 139) and the provision of Affordable Housing within the Strategy's Implementation Plan (Section 5, Action Plan for Homebush – Page 26);
  - c. remove reference to the Out-Of-Sequence checklist of the Parramatta Road Corridor Urban Transformation Strategy which is not applicable to the proposal;
  - d. address consistency between the proposed concept design (prepared by Smith & Tzannes) and the proposed draft DCP for the Concord West Precinct. In particular, clarification is required regarding setback requirements of the DCP in conjunction with the concept design. Adequate drawings should be provided to demonstrate that any amended concept design will be reasonably capable of achieving the density controls for the site;
  - e. reference and address the relevant policies and actions outlined in the draft Central District Plan;
  - f. include a satisfactory arrangements provision for contributions to designated State public infrastructure identified as part of the Parramatta Road Urban Corridor Transformation Strategy;
  - g. address Part 4 – Mapping to provide maps in accordance with the requirements of the Department's Standard Technical Requirements for Spatial Datasets and Maps and Part 6 – Project Timeline to clearly state the anticipated dates and timeframes of the planning proposal as outlined in *A Guide to Preparing Planning Proposals*, (Department of Planning and Environment 2016).
2. Community consultation is required under Sections 56(2)(c) and 57 of the EP&A Act as follows:



- (a) the planning proposal must be made publicly available for a minimum of **28 days**; and
  - (b) the relevant planning authority must comply with the notice requirements for public exhibition of planning proposals and the specifications for material that must be made publicly available along with planning proposals as identified in Section 5.5.2 of *A guide to preparing local environmental plans* (Department of Planning and Environment 2016).
3. Consultation is required with the following public authorities and / organisations under Section 56(2)(d) of the EP&A Act and/or to comply with the requirements of relevant Section 117 Directions:
- Transport for NSW;
  - Department of Education and Communities;
  - Transport for NSW – Sydney Trains.

Each public authority/organisation is to be provided with a copy of the Planning Proposal and any relevant supporting material, and given at least 21 days to comment on the proposal.

4. A public hearing is not required to be held into the matter by any person or body under Section 56(2)(e) of the EP&A Act. This does not discharge Council from any obligation it may otherwise have to conduct a public hearing (for example, in response to a submission or if reclassifying land).
5. The timeframe for completing the LEP is to be 12 months following the date of the Gateway determination.
6. The final LEP maps shall be prepared in accordance with the requirements of the Department's "Standard Technical Requirements for Spatial Datasets and Maps" Vers: 1.0 November 2015.

Dated *28<sup>th</sup>* day of *JULY* 2017.

  
**Karen Armstrong**  
**Director, Sydney Region East**  
**Planning Services**  
**Department of Planning and Environment**

**Delegate of the Greater Sydney Commission**

PLANNING  
PROPOSAL  
ADDENDUM

## ADDENDUM TO PLANNING PROPOSAL

3 KING STREET, CONCORD WEST

Council Reference: PP2016/0001

Department of Planning & Environment Reference: PP\_2017\_CANAD\_003\_000

January 2017

ADDENDUM TO PLANNING PROPOSAL

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ADDENDUM TO PLANNING PROPOSAL

## Introduction

The Planning Proposal seeks to rezone the subject site from R2 Low Density Residential to B1 Neighbourhood Centre, increase the maximum building height from 8.5m to 16m and increase the floor space ratio from 0.5:1 to 2.3:1. The Planning Proposal is intended to facilitate redevelopment of the subject site through the demolition of the existing industrial building and the construction of shop top housing. The Planning Proposal and intended development outcome is generally consistent with the draft Concord West Precinct Master Plan (Site 3) and Parramatta Road Urban Transformation Strategy.

On 6 June 2017, Council resolved to submit the Planning Proposal to the Department of Planning & Environment for Gateway determination and request delegation from the Department of Planning & Environment to manage the plan making process (see Appendix).

This document is an addendum to the Planning Proposal to provide additional background material, including discussion of Gateway conditions, to clarify the methodology for future community consultation and to provide a project timeline.

ADDENDUM TO PLANNING PROPOSAL

### Concord West Socio-Economic Study

Hill PDA consultants were appointed by Council to prepare a socio-economic study for the Concord West Precinct for the Concord West Precinct Master Plan. Whilst this site is not included within the Report, it is considered important to include within the Addendum as it provided the basis to progression of the Master Plan.

The Socio-Economic Study relates to three clusters of employment land located within the Concord West Precinct. The Study gathered an evidence base and investigated appropriate land uses for the Precinct and their possible social and economic implications.

The Study provides recommendations to Council as to how employment lands within the Precinct could be efficiently and effectively used in the future. It tests a number of scenarios in order to ascertain the implications and ramifications of altering the IN1 General Industrial zone which currently applies to the employment sites. The overall outcome of the Study is a socio-economic impact assessment which recommends the future land use mix and economic feasibility of development options for the Precinct.

The Socio-Economic Study is provided as an Attachment.

ADDENDUM TO PLANNING PROPOSAL

## Draft Concord West Precinct Master Plan

Following the Socio-Economic Study, JBA consultants were appointed by Council to prepare a draft Master Plan for the Concord West Precinct, including the subject site.

The draft Master Plan is focused on land currently zoned IN1, General Industrial, which has been identified for redevelopment to residential uses by Council as well as this site, which was identified for its previous/existing industrial use. The draft Master Plan investigates the subject sites and considers these in the context of the broader Concord West Precinct.

The aim of the study is to recommend new planning controls to guide the future development of identified sites within the study area. The objectives of the study are to:

- Deliver high quality urban design and appropriate built form controls that are considerate of surrounding built form.
- Mitigate impacts in relation to the use of private motor vehicles and promote the use of public transport, walking and cycling.
- Identify opportunities for public domain improvements and connections.
- Balance city-wide and regional goals with the existing community and its context.
- Provide a coordinated planning approach to the redevelopment of the area.
- Provide a sound methodology and a thorough, evidence based justification for planning, urban design and traffic recommendations provided.
- Undertake the study with Council, community and stakeholder engagement.

The draft Master Plan was prepared through an extensive community consultation process, as indicated in the following extract from the Plan:

*'Work to reach out to the community started in November 2013 and continued until April 2014 as the plan developed. Messaging to spark and then continue conversations over the six month period included the following activities:*

- *Post card delivery to 1600 homes in the study area.*
- *Post card sharing with 400 passengers at Concord West railway station.*
- *Social media notices across Council's Facebook, Twitter and e-news channels.*
- *Two stakeholder workshops with landowners to gather feedback for the master plan.*
- *Two initial community workshops to gather feedback in three topic areas: built form, open space, traffic and transport. Follow up community workshop to present the final draft master plan for further feedback.*
- *Develop a microsite with information on the study area, team contact details, relevant web links, video of a community workshop and an online discussion space. The site received over 3500 views between Nov 2013 and April 2014. Articles within the Inner West Courier Mayoral column in Nov 2013, Jan 2014 and March 2014.'*

The draft Master Plan is provided as an attachment.

ADDENDUM TO PLANNING PROPOSAL

## Draft Concord West Precinct Flood Study

Jacobs consultants were appointed by Council to prepare a draft Flood Study for the Concord West Precinct, including the subject site:

Key objectives of the draft Flood Study are:

- To define existing mainstream and overland flood levels along the eastern bank of Powells Creek and the local catchments to the east of the creek, as well as under the proposed redevelopment conditions. The draft Flood Study will also need to consider the impact of upgrades and drainage modifications associated with the nearby North Strathfield Railway Underpass project to the south of the Precinct, which is currently under construction.
- To consider the potential impact of climate change on flooding for the Precinct, to assist Council with future planning decisions.
- To consider the flood impact of the draft Master Plan on the existing conditions and determine whether development proposed is acceptable.
- To identify options for mitigating flood impacts and prepare concept designs and cost estimates for the preferred options.

The draft Flood Study was placed on public exhibition from 2 September 2015 to 14 October 2015, and is provided as an attachment.

The subject site is not identified as being within the Flood Planning Area. Therefore, no further action with respect to flooding is required.



ADDENDUM TO PLANNING PROPOSAL

## Stage 2 Contamination Assessment

In accordance with the requirements of State Environmental Planning Policy No. 55 – Remediation of Land, the applicant has prepared a Stage 2 Contamination Assessment of the land, carried out in accordance with the contaminated land planning guidelines.

It is noted that further work may be required to confirm that the site can be made suitable for all uses permitted with consent in the B1 Neighbourhood Centre zone, however it is considered appropriate to enable this report to be prepared and made available for public exhibition.

The Stage 2 Contamination Assessment is provided as an attachment.

ADDENDUM TO PLANNING PROPOSAL

## Gateway Determination

On 28 July 2017 the Department of Planning and Environment issued delegation for the making of the plan to Council and a Gateway Determination with conditions (see Attachments). The conditions require a number of issues to be addressed prior to community consultation.

### Condition 1a - Section 117 Direction 4.1 Acid Sulfate Soils

The objective of this Direction is to avoid significant adverse environmental impacts from the use of land that has a probability of containing acid sulfate soils. The subject site is identified in the Canada Bay Local Environmental Plan 2013 as class 5 acid sulfate soil.

The Direction requires:

*(4) The relevant planning authority must consider the Acid Sulfate Soils Planning Guidelines adopted by the Director-General of the Department of Planning when preparing a planning proposal that applies to any land identified on the Acid Sulfate Soils Planning Maps as having a probability of acid sulfate soils being present.*

*(5) When a relevant planning authority is preparing a planning proposal to introduce provisions to regulate works in acid sulfate soils, those provisions must be consistent with:*

*(a) the Acid Sulfate Soils Model LEP in the Acid Sulfate Soils Planning Guidelines adopted by the Director-General, or*

*(b) such other provisions provided by the Director-General of the Department of Planning that are consistent with the Acid Sulfate Soils Planning Guidelines.*

*(6) A relevant planning authority must not prepare a planning proposal that proposes an intensification of land uses on land identified as having a probability of containing acid sulfate soils on the Acid Sulfate Soils Planning Maps unless the relevant planning authority has considered an acid sulfate soils study assessing the appropriateness of the change of land use given the presence of acid sulfate soils. The relevant planning authority must provide a copy of any such study to the Director-General prior to undertaking community consultation in satisfaction of section 57 of the Act.*

*(7) Where provisions referred to under paragraph (5) of this direction have not been introduced and the relevant planning authority is preparing a planning proposal that proposes an intensification of land uses on land identified as having a probability of acid sulfate soils on the Acid Sulfate Soils Planning Maps, the planning proposal must contain provisions consistent with paragraph (5).*

#### Comment:

Consistent with Direction (5)(a), the Canada Bay Local Environmental Plan 2013 contains Clause 6.1 – Acid Sulfate Soils from the Model LEP. In addition, a report has been prepared by the applicant (Stage 1 Preliminary Site Contamination Investigation, report ID: E15030CW-R01F, revision: 0, dated: 16 December 2015). The report takes into consideration the class of acid sulfate soil and surface elevation and concludes that, "...there is no need for an acid sulphate soil assessment or management plan."

The LEP is consistent with Direction (5)(a) and having reviewed the conclusion of the abovementioned report, it is considered that this report gives consideration to the objective of this Direction.

The Stage 1 Preliminary Site Contamination Investigation is provided as an attachment.

### Condition 1b - Section 117 Direction 7.3 Parramatta Road Corridor Urban Transformation Strategy

The objectives of this Direction are to:

ADDENDUM TO PLANNING PROPOSAL

- (1) (a) facilitate development within the Parramatta Road Corridor that is consistent with the Parramatta Road Corridor Urban Transformation Strategy (November, 2016) and the Parramatta Road Corridor Implementation Tool Kit,*
- (b) provide a diversity of jobs and housing to meet the needs of a broad cross-section of the community, and (c) guide the incremental transformation of the Parramatta Road Corridor in line with the delivery of necessary infrastructure.*

The Direction requires:

- (4) A planning proposal that applies to land within the Parramatta Road Corridor must:*
  - (a) give effect to the objectives of this Direction,*
  - (b) be consistent with the Strategic Actions within the Parramatta Road Corridor Urban Transformation Strategy (November, 2016),*
  - (c) be consistent with the Parramatta Road Corridor Planning and Design Guidelines (November, 2016) and particularly the requirements set out in Section 3 Corridor-wide Guidelines and the relevant Precinct Guidelines,*
  - (d) be consistent with the staging and other identified thresholds for land use change identified in the Parramatta Road Corridor Implementation Plan 2016 – 2023 (November, 2016),*
  - (e) contain a requirement that development is not permitted until land is adequately serviced (or arrangements satisfactory to the relevant planning authority, or other appropriate authority, have been made to service it) consistent with the Parramatta Road Corridor Implementation Plan 2016 – 2023 (November, 2016),*
  - (f) be consistent with the relevant District Plan.*

It is also noted that:

- (5) A planning proposal may be inconsistent with the terms of this Direction only if the relevant planning authority can satisfy the Secretary of the Department of Planning & Environment (or an officer of the Department nominated by the Secretary) that the planning proposal is:*
  - (a) consistent with the Out of Sequence Checklist in the Parramatta Road Corridor Implementation Plan 2016 – 2023 (November, 2016), or*
  - (b) justified by a study (prepared in support of the planning proposal) that clearly demonstrates better outcomes are delivered than identified in the Parramatta Road Corridor Urban Transformation Strategy (November, 2016) and Parramatta Road Corridor Implementation Plan 2016-2023 (November, 2016) having regard to the vision and objectives, or*
  - (c) of minor significance.*

Land Use Zoning Comment:

The existing zoning of the site is R2 Low Density Residential. The Parramatta Road Corridor Urban Transformation Planning and Design Guidelines identifies the site as an R3 Medium Density Residential zone which is consistent with the Concord West Precinct Masterplan, however the Masterplan also proposed an additional permitted use on the site for commercial premises. The Planning Proposal is inconsistent as it proposes a B1 Neighbourhood Centre zone for the site.

The site is located at the corner of King Street and Victoria Avenue. On the opposite side of Victoria Avenue is the entry to Concord West train station. The Master Plan identifies the eastern end of Victoria Avenue to be closed to provide for a public square. The Master Plan states:

*“Station Square – located at the eastern end of Victoria street. Station Square is envisioned as a small urban plaza that provides a meeting place and focal point for the neighbourhood near the*

ADDENDUM TO PLANNING PROPOSAL

*station entry. The square will be activated through the redevelopment of 3 King Street (Site 3) into a mixed use building with a ground floor cafe or restaurant that can utilise the square for outdoor seating and dining. The square will offer a quiet and shady environment where one can wait for the train, or to pick up / drop off friends and family on their way to / from work, school or the city."*

Despite the R3 zoning proposed by the Master Plan, the Master Plan envisaged this site for a mixed use development which would help to activate the public square. The R3 zoning prohibits this activation. The B1 zoning in the Planning Proposal permits shop top housing which will allow active ground floor uses with residential above, and more appropriately reflects the intended land use than an R3 zone with an additional permitted use. In this regard, the inconsistency with the Strategy is considered acceptable.

Affordable Housing Comment:

The Parramatta Road Corridor Urban Transformation Strategy and Parramatta Road Urban Transformation Implementation Plan 2016-2023 require a minimum of 5% of new housing to be provided as Affordable Housing.

The subject application received Gateway determination on 11 April 2017, after the release of the 117 Direction for Parramatta Road.

The Section 117 Directions issued by the Minister for Planning indicate that:

*"These directions apply to planning proposals lodged with the Department of Planning on or after the date the particular direction was issued."*

Direction 7.3 in relation to the Parramatta Road Corridor Urban Transformation Strategy requires:

*7.3 (4) A planning proposal that applies to land within the Parramatta Road Corridor must:*

*(d) be consistent with the staging and other identified thresholds for land use change identified in the Parramatta Road Corridor Implementation Plan 2016 – 2023 (November, 2016),*

The Homebush Precinct Action Plan 2016 – 2023 requires:

*"...a minimum of 5% of new housing is to be provided as Affordable Housing, or in line with Government policy of the day."*

The NSW Government position is reflected in the draft Central District Plan and the subsequent revised draft Eastern City District Plan. This Plan requires between 5 and 10% affordable housing to be provided in the form of inclusionary zoning.

A Voluntary Planning Agreement is proposed to be entered into as the mechanism to dedicate affordable housing to Council ownership. Council will operate and manage the affordable housing in accordance with Council's Affordable Housing Policy. A draft Voluntary Planning Agreement is being exhibited concurrently with this Planning Proposal.

**Condition 1c – Out-Of-Sequence Checklist**

The applicant has amended their Planning Proposal to delete the Checklist.

ADDENDUM TO PLANNING PROPOSAL

**Condition 1d – Consistency with draft DCP for Concord West Precinct**

Page 8 of the Planning Proposal briefly discusses the draft DCP and concept plans have also been provided on Page 5 and 6. There are inconsistencies with the draft DCP, particularly in relation to setbacks. If the proposed planning controls, including draft DCP are adopted then any future development application lodged with Council will be required to demonstrate consistency with those planning controls.

**Condition 1e – Central District Plan**

Page 10 of the Planning Proposal briefly discusses the Draft Central District Plan. Since the Gateway Determination was issued the plan has been revised and renamed to Revised Draft Eastern City District Plan, and is currently on exhibition. The Planning Proposal is considered to be consistent with the Revised Draft Eastern City District Plan.

The draft Plan has four themes of infrastructure and collaboration, liveability, productivity and sustainability. Supporting these themes are 10 Directions with associated Planning Priorities, discussed with respect to the Planning Proposal below:

Direction	Planning Priority	Comments	Consistency	
A city supported by infrastructure	E1	A city supported by infrastructure	Traffic and transport studies were undertaken to inform the Draft Concord West Precinct Master Plan.	Yes
A collaborative city	E2	Working through collaboration	Not applicable.	N/A
A city for people	E3	Providing services and social infrastructure to meet people's changing needs	The proposal will provide commercial and residential opportunities and include affordable housing.	Yes
A city for people	E4	Fostering healthy, creative, culturally rich and socially connected communities	Commercial and residential development to be provided adjacent to a public square providing a public meeting place for social interactions and near a train station promoting a walkable lifestyle.	Yes
Housing the city	E5	Providing housing supply, choice and affordability with access to jobs and services	A mix of residential apartments will be provided as well as affordable housing.  The ground floor will provide commercial space offering employment opportunities and the site is also well connected as it is adjacent to a train station.	Yes
A city of great places	E6	Creating and renewing great places and local centres, and respecting the District's heritage	The proposal is one site within the Concord West Precinct urban renewal area. The proposal is consistent with the Draft Concord West Precinct Master Plan which intends to deliver	Yes

ADDENDUM TO PLANNING PROPOSAL

			improved public domain as a result of the site renewals.	
Jobs and skills for the city	E7	Growing a stronger and more competitive Harbour CBD	The proposed ground floor commercial space will offer some employment opportunities and add to other mixed use and commercial precincts within the vicinity.	Yes
Jobs and skills for the city	E8	Growing and investing in health and education precincts and the Innovation Corridor	Not applicable.	N/A
Jobs and skills for the city	E9	Growing international trade gateways	Not applicable.	N/A
A well connected city	E10	Delivering integrated land use and transport planning and a 30-minute city	The proposal is adjacent to the Concord West train station.	Yes
Jobs and skills for the city	E11	Growing investment, business opportunities and jobs in strategic centres	The proposed ground floor commercial space will offer some employment opportunities and add to other mixed use and commercial precincts within the vicinity.	Yes
Jobs and skills for the city	E12	Protecting industrial and urban services land	The site currently contains an existing commercial building however it is zoned R2 Low Density Residential. The proposed B1 Neighbourhood Centre zone will provide both commercial and residential opportunities and is consistent with the Draft Concord West Master Plan and the Parramatta Road Corridor Urban Transformation Strategy.	Yes
Jobs and skills for the city	E13	Supporting growth of targeted industry sectors	Not applicable.	N/A
A city in its landscape	E14	Protecting and improving the health and enjoyment of Sydney Harbour, and the District's waterways	Future development of the site consistent with the Draft DCP will provide greater landscaping opportunities than are currently realised on this site.	Yes
A city in its landscape	E15	Protecting and enhancing bushland and biodiversity	Not applicable.	N/A
A city in its landscape	E16	Protecting and enhancing scenic and cultural landscapes	Not applicable.	N/A

ADDENDUM TO PLANNING PROPOSAL

A city in its landscape	E17	Increasing urban tree canopy cover and delivering Green Grid connections	Future development of the site consistent with the Draft DCP will provide greater landscaping opportunities than are currently realised on this site.	Yes
A city in its landscape	E18	Delivering high quality open space	The development of this site with mixed use development on the ground floor will facilitate and activate the proposed public square to the south.	Yes
An efficient city	E19	Reducing carbon emissions and managing energy, water and waste efficiently	The development of this site will require lodgement of a development application with Council. The development application will be assessed against BASIX.	N/A
A resilient city	E20	Adapting to the impacts of urban and natural hazards and climate change	Not applicable.	N/A

**Condition 1f – Satisfactory Arrangements Provision for Contributions**

A satisfactory arrangements provision in relation to contributions towards State public infrastructure has been included on Page 10 of the Planning Proposal.

**Condition 1g - Maps**

Draft Local Environmental Plan maps have been prepared consistent with the proposed changes (see Appendix).

ADDENDUM TO PLANNING PROPOSAL

## Community Consultation

Section 55 of the Environmental Planning and Assessment Act (1979) requires the provision of details of proposed community consultation. Consultation on the Planning Proposal will take place in accordance with the Gateway Determination made by the Minister for Planning in accordance with Sections 56 and 57 of the Act.

It is proposed to exhibit the Planning Proposal for a period of 28 days:

- a) On the City of Canada Bay website;
- b) At the Canada Bay Civic Centre;
- c) At the Concord Library;
- d) In newspapers that circulate in the City of Canada Bay local government area; and
- e) In writing to the landowners and surrounding landowners.



ADDENDUM TO PLANNING PROPOSAL

## Project Timeline

The following project timeline is proposed:

Milestone	Timeframe and/or date
Anticipated commencement date (date of Gateway determination)	28 July 2017
Completion of required technical information	November 2017
Timeframe for government agency consultation (pre and post exhibition as required by Gateway determination)	<p>Consultation with:</p> <ul style="list-style-type: none"> <li>• Transport for NSW</li> <li>• Department of Education and Communities</li> <li>• Transport for NSW – Sydney Trains</li> </ul> <p>December 2017 21 days to run concurrently with public exhibition period.</p>
Commencement and completion dates for public exhibition period	February/March 2018 28 days
Dates for public hearing (if required)	Not applicable.
Timeframe for consideration of submissions	<p>Four weeks following completion of public exhibition, including two-to-three weeks to further consult with Government and servicing authorities.</p> <p>March/April 2018</p>
Timeframe for consideration of a proposal post exhibition	<p>Four weeks.</p> <p>March/April 2018</p>
Date of submission to the Department to finalise the LEP	Council is the delegated authority.
Date of submission to the Parliamentary Council's Office to draft and finalise the LEP (and to forward copy of request to the Department).	<p>April/May 2018</p> <p>Minimum 6 weeks prior to projected publication date (deadline 28/07/18).</p>
Anticipated date the Council will make the plan (if delegated)	To be confirmed.
Anticipated date Council will forward to the Department for notification	To be confirmed.

ADDENDUM TO PLANNING PROPOSAL

**Attachments**

1. Gateway Determination Letter to Council – 28 July 2017;
2. Gateway Determination – 28 July 2017;
3. Council Report and Resolution– 6 June 2017;
4. Draft Special Precincts Development Control Plan – 2.15 Concord West;
5. Draft Land Zoning Map Sheet LZN\_002;
6. Draft Height of Buildings Map Sheet HOB\_002;
7. Draft Floor Space Ratio Map Sheet FSR\_002;
8. Draft Active Street Frontages Map Sheet ASF\_002;
9. Draft Flood Study;
10. Draft Master Plan;
11. Socio-Economic Study;
12. Stage 1 Preliminary Site Contamination Investigation;
13. Stage 2 Contamination Assessment;

*(Note: All attachments are under separate cover and also available for viewing on Council's website)*



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Date / /2018

### **Planning Agreement Under Section 93F of the *Environmental Planning & Assessment Act* 1979**

**Subject Land: 3 King Street, Concord West NSW 2138**

City of Canada Bay Council  
ABN 79 130 029 350  
(Council)  
and

Venus Property Group Pty Limited  
ACN 168 666 411

Shengye Property Group Pty Limited  
ACN 605 619 690  
(Land Owners)



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**3 King Street, Concord West NSW 2138 - Planning Agreement**

**Dated**        /        /2018

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**Parties**

Name	<b>City of Canada Bay Council, ABN 79 130 029 350</b>
Address	Civic Centre, 1A Marlborough Street, Drummoyne, NSW, 2047
Email	council@canadabay.nsw.gov.au
Contact	General Manager
Short name	<b>Council</b>

**AND**

Name	<b>Venus Property Group Pty Limited, ACN 168 666 411</b>
Address	39D Midson Road, Eastwood NSW 2122
Email	LanYang11@hotmail.com
Contact	Yang Lan


Name	<b>Shengye Property Group Pty Limited, ACN 605 619 690</b>
Address	2 Brecks Way, Pennant Hills NSW 2120
Email	Shengyeguo@hotmail.com
Contact	Shengye Guo

together, the **Land Owners**.

---

**Background**

- A. The Land Owners are the registered proprietors of the Land.
- B. The Land Owners intend to undertake Development on the Land.
- C. The Land has been identified as a subject site under the Concord West Precinct Master Plan, which aims to create new planning controls to guide the future development of land on the western side of the Northern Rail Line at Concord West.
- D. The Parramatta Road Corridor Urban Transformation Strategy has also identified the Land as being within the Parramatta Road Corridor.
- E. Council has resolved that individual planning proposals for identified sites would be prepared consistent with the Concord West Precinct Master Plan and Parramatta Road Corridor Urban Transformation Strategy.



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- F. Additionally, section 117 Direction 7.3 Parramatta Road Corridor Urban Transformation Strategy requires any planning proposals within the Parramatta Road Corridor to facilitate development that is consistent with the Parramatta Road Corridor Urban Transformation Strategy.
- G. On or about 23 December 2015, the planning proposal was lodged with Council.
- H. On or about 14 November 2017, the Land Owners consented to the lodgement of the Planning Proposal to Council for the Instrument Change to the Canada Bay LEP in relation to the Land.
- I. If the Instrument Change comes into force, the Land Owners propose to lodge a Development Application for Development Consent to undertake Development on the Land.
- J. In connection with the Instrument Change, and in respect of any such Development Application, the Land Owners have offered to provide Council with Affordable Housing for public benefit on the terms of this Agreement, if Development Consent is granted.
- K. For the avoidance of doubt, the obligation to provide the Affordable Housing only arises if Development Consent is granted for Development on the Land.

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**The Parties Agree**

**1. Definitions**

- 1.1 In this Agreement unless expressed or implied to the contrary:
- 1.1.1 except as provided in clause 1.2 defined terms have the same meaning as is in the Act as of the date of this Agreement; and
  - 1.1.2 words defined in clause 1.2 have the meaning assigned to them.

- 1.2 In this Agreement:

**Act** means the *Environmental Planning & Assessment Act 1979*.

**Agreement** means this document and all schedules.

**Affordable Housing** means the provision in the Development of a minimum of 5% of the uplift of the Gross Floor Area, or a one-bedroom unit, whichever is greater, as affordable housing as defined in the Act.

**Affordable Housing Works** means the fixtures, fittings, finishes and the service and utility connections necessary for the Affordable Housing to be suitable for occupation having regard to the Planning Proposal.

**Authority** includes:

- (a) any government in any jurisdiction, whether federal, state, territorial or local;
- (b) any provider of public utility services having statutory rights in relation to the Land; and
- (c) any other person, authority, instrumentality or body having statutory jurisdiction, rights, powers, duties or responsibilities over the Land or any part of it.

**Authorisation** means:

- (a) an authorisation, consent, declaration, exemption, notarisation or waiver, however it is described; and
- (b) in relation to anything that could be prohibited or restricted by law if a government agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

**Business Day** means Monday to Friday excluding public holidays in New South Wales.

**Canada Bay LEP** means the *Canada Bay Local Environmental Plan 2013*.

**Claims** means all or any claims, proceedings, actions, rights of action, liabilities, damages, losses, remedies, expenses, fines and penalties (including associated expenses and legal costs on a full indemnity basis.



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**Completion** means the stage in the construction of the Affordable Housing when the Affordable Housing is complete except for minor omissions and minor defects which are non-essential and:

- (a) which do not prevent the Affordable Housing from being reasonably occupied;
- (b) which Council determines that the Land Owners have reasonable grounds for not promptly rectifying; and
- (c) the rectification of which will not prejudice the suitability of the Affordable Housing for occupation.

**Concord West Precinct Master Plan** means the master plan prepared by JBA on behalf of Canada Bay Council in relation to land on the western side of the Northern Rail Line at Concord West and published on 27 May 2014.

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

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

**Council** means the City of Canada Bay Council.

**Council's Representative** means the person specified in clause 16.2.1 who is duly authorised to give approval under this Agreement or such other person as notified by Council.

**Defect** means any error, omission, shrinkage, blemish in appearance or other fault in the provision of the Affordable Housing, including that the Affordable Housing is unsuitable for occupation, caused by the Land Owners, their employees, agents or contractors (but excludes any damage caused to the Affordable Housing by a third party).

**Defects Liability Period** means the period of 12 months from the date on which the Notice of Completion is issued by the Council pursuant to clause 3.4.1.

**Development** means any development, within the meaning of the Act, of or on the Land, which would breach the zoning, height or floor space ratio controls in the Unamended Canada Bay LEP.

**Development Application** means any development application, within the meaning of the Act, in respect of the Development of the Land, and includes all plans, reports, models, photomontages, material boards (as amended or supplemented), submitted to the consent authority before the determination of the Development Application.

**Development Consent** means any notice of determination granted to a Development Application, consenting to the Development, and includes:

- (a) any conditions of consent to which the Development Consent is subject; and
- (b) any modifications of the Development Consent made under s.96 of the Act.

**Gross Floor Area** has the same meaning given to the term "gross floor area" in the Canada Bay LEP in effect at the date of this agreement.

**Guarantee** means a written bank guarantee, without time limit, acceptable to Council, issued by an Australian bank as security for the due, prompt and proper observance and performance by the Land Owners of the obligations set out in this Agreement, provided in accordance with clause 7.1.



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**Instrument Change** means an amendment to the Canada Bay LEP generally in accordance with the Planning Proposal, pursuant to the process set out in Part 3, Division 4, of the Act.

**Land** means 3 King Street, Concord West, NSW 2138 being Lot 88 in DP 60683, Lot 90 in DP 60683, Lot 89 in DP88392 and Lot 91 in DP 88392 and includes any lots created following registration of a strata plan of subdivision of any of those lots.

**Land Owners** means Venus Property Group Pty Limited ACN 168 666 411 and Shengye Property Group Pty Limited ACN 605 619 690.

**Land Owners' Representative** means the person specified in clause 16.2.2 who is duly authorised to give approval under this Agreement or such other person as notified to Council by the Land Owners.

**Notice of Determination** means the notification of the determination of the Development Application, pursuant to section 81 of the Act.

**Occupation Certificate** means a certificate issued pursuant to section 109C(1)(c) of the Act.

**Parramatta Road Corridor** means the land adjoining and at least one block back from Parramatta Road, spanning from Granville in the west to Camperdown in the east, as well as Precincts that have been identified as a focus for future growth based on their different functions and character.

**Parramatta Road Corridor Urban Transformation Strategy** means the NSW Government's 30-year plan regarding the Parramatta Road Corridor, prepared in November 2016, and given statutory force by a Minister Direction under section 117 of the Act.

**Party** means a party to this Agreement, including their successors and assigns.

**Planning Proposal** means the planning proposal (within the meaning of the Act) which seeks to:

- (a) rezone the Land from R2 Low Density Residential to B1 Neighbourhood Centre;
- (b) increase the maximum building height on the Land from 8.5m to 16m; and
- (c) increase the floor space ratio (**FSR**) for the Land from 0.5:1 to 2.3:1.

**Prescribed Rate** means the rate prescribed from time to time under the Uniform Civil Procedure Rules 2005 (NSW) as the rate of interest on judgment debts plus 2%, calculated daily and compounded on the last day of each month.

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

**Subdivision Certificate** means a certificate issued pursuant to section 109C(1)(d) of the Act.

**Unamended Canada Bay LEP** means the Canada Bay LEP as in force as at the date of this Agreement and prior to the coming into effect of any amendments consistent with the Planning Proposal.

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**2. Application and operation of Agreement**

**2.1 Application**

2.1.1 This document is a Planning Agreement within the meaning of s.93F of the Act and applies to:

- (a) the Land;
- (b) the Development; and
- (c) the Canada Bay LEP.

2.1.2 It is acknowledged and agreed that this Agreement is in the terms of an offer made by the Land Owners in connection with an Instrument Change and Development Application.

**2.2 Operation**

2.2.1 This Agreement operates on and from the date it is executed by the Parties.

2.2.2 Until this Agreement operates, this Agreement constitutes an irrevocable offer by the Land Owner to enter into this Agreement in connection with the Instrument Change.

**2.3 No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council or the Consent Authority to make any decision or impose any requirements or conditions in connection with the granting of any development consent or certification of any development consent or certification of any plans of subdivision applicable to the Land relating to any use or development of the Land.

---

**3. Provision of Affordable Housing**

**3.1 Affordable Housing**

3.1.1 If the Development Consent is granted, the Land Owners agree to deliver the Affordable Housing in accordance with this Agreement.

3.1.2 Each apartment to be delivered as Affordable Housing must:

- (a) be finished in a similar manner and quality to the other apartments in the Development; and
- (b) be entirely completed with all services connected and operational and in a manner suitable for occupation.

**3.2 Identification of Affordable Housing**

3.2.1 The Development Application must include:

- (a) clear identification of the location and size of the Affordable Housing on the architectural plans of the Development and draft strata plan of subdivision; and

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- (b) written confirmation that the Affordable Housing will not be sold, or marketed for sale, by the Land Owners or any of its agents, without the prior written consent of Council.

**3.3 Completion**

3.3.1 When, in the opinion of the Land Owners, the Affordable Housing has reached Completion, the Land Owners must notify Council in writing, and must include in that notice:

- (a) a statement from the person with direct responsibility, carriage and supervision of that work that in their opinion the Affordable Housing:
  - (i) has reached Completion and meets the requirements for the Affordable Housing in the Development Consent; and
  - (ii) has been furnished in a similar manner and quality to the other apartments in the Development; and
  - (iii) is completed with all services connected and operational and is suitable for occupation; and
- (b) copies of any certification, warranties, guarantees, maintenance information or other material reasonably required for the ongoing repair, maintenance, or servicing (as the case may be) of any part of the Affordable Housing; and
- (c) at least three (3) sets of the "as built" drawings or plans of the Affordable Housing, including one set in pdf. electronic format.

**3.4 Final Inspection by Council**

3.4.1 The Council's Representative must inspect the Affordable Housing within 7 Business Days of receipt of the notification set out in clause 3.2 and must by written notice to the Land Owners:

- (a) state that Completion has been achieved (**Affordable Housing Notice of Completion**); or
- (b) state that Completion has not been achieved and if so, identify the errors or omissions which in the opinion of Council's Representative impedes Completion.

3.4.2 Nothing in this clause, or in any notice issued under this clause will be construed to reduce or waive in any manner the Land Owners' responsibility to correct minor Defects or minor omissions, whether or not these are identified by Council.

**3.5 Notice of Completion prior to Subdivision Certificate**

3.5.1 The Land Owners must obtain an Affordable Housing Notice of Completion pursuant to clause 3.4 before the Land Owners apply for a Subdivision Certificate in respect of the Development.

3.5.2 The Land Owners must submit a copy of the Affordable Housing Notice of Completion together with any application for a Subdivision Certificate in respect of the Development.



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**3.6 Notice of Completion prior to Occupation Certificate**

- 3.6.1 The Land Owners must obtain an Affordable Housing Notice of Completion pursuant to clause 3.4 before the Land Owners apply for an Occupation Certificate in respect of the Development.
- 3.6.2 The Land Owners must submit a copy of the Affordable Housing Notice of Completion together with any application for an Occupation Certificate in respect of the Development.

**3.7 Non-completion of Works**

- 3.7.1 If the Land Owners do not complete the Affordable Housing in the form and to the standards required under the Development Consent or this Agreement within 2 months of Council's notice provided under clause 3.4.1(b), the Land Owners acknowledge that Council may make appropriation from the Guarantee to fund the performance of such works to ensure:
  - (a) the apartments to be delivered as Affordable Housing satisfy the requirements in the Development Consent;
  - (b) the apartments to be delivered as Affordable Housing are furnished in a similar manner and quality to the other units in the Development; and
  - (c) the apartments to be delivered as Affordable Housing have services connected and operable and the apartments are suitable for occupation; and
  - (d) the apartments to be delivered as Affordable Housing do not contain any Defects.

**3.8 Transfer of Affordable Housing**

- 3.8.1 The Land Owners must transfer the Affordable Housing to Council for nominal consideration of \$1.00 within 21 days after registration of the strata plan of subdivision for the Development.
- 3.8.2 The Parties acknowledge that the Affordable Housing must be transferred in accordance with clause 3.8.1 irrespective of whether the Land Owners have complied with their obligations to Complete the Affordable Housing under clause 3.
- 3.8.3 The Land Owners must pay stamp duty (if any) on the transfer, registration fees and Council's reasonable expenses, legal costs and disbursements in acquiring the Affordable Housing.
- 3.8.4 If the Land Owners do not transfer the Affordable Housing to Council in accordance with clause 3.8.1, Council may give written notice to the Land Owners of its intention to make appropriation from the Guarantee for the purpose of taking any action deemed necessary by the Council to acquire affordable housing of a similar size and specification as the Affordable Housing within Council's local government area.
- 3.8.5 If the Affordable Housing has not been transferred to Council 15 Business Days after the date of the notice in clause 3.8.4, Council may make appropriation from the Guarantee for the purpose disclosed in that notice.

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**3.9 Indemnity by the Land Owners**

- 3.9.1 The Land Owners indemnify and release Council against all damage, expense, loss or liability of any nature suffered or incurred by Council arising from any act or omission by the Land Owners (or any person engaged by it, including the contractor) in connection with the provision of the Affordable Housing.
- 3.9.2 The Land Owners indemnify and release Council against all Claims arising from any act or omission by Council (or any person engaged by it) in connection with Council performing the works under clause 3.7.1.

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**4. Defects Liability Period**

**4.1 Defects in the Works**

If Council notifies the Land Owners of a Defect in the Affordable Housing Works in writing within the Defects Liability Period (**Defect Notice**), then the Land Owners must remedy that Defect to the reasonable satisfaction of Council, within the period specified within the Defect Notice, such period being reasonable having regard to the nature of the Defect notified in the Defect Notice.

**4.2 Security for Defects Liability Period**

Until the expiration of the relevant Defects Liability Period, Council may retain from the Guarantee an amount equal to 10% of the Guarantee as security for the performance by the Land Owners of their obligations under this clause 4 and the Land Owners must make any necessary arrangements to allow that to occur.

**4.3 Application of Security**

- 4.3.1 If the Land Owners do not rectify any Defect in the Affordable Housing Works notified under clause 4.1 within the period specified in the Defect Notice served on the Land Owners, Council may:
- (a) rectify the Defect in the Affordable Housing Works; and
  - (b) make an appropriation from the amount retained from the Guarantee in accordance with clause 4.2 for the costs of and arising from the rectification.
- 4.3.2 If Council requires access to the Land to rectify any Defect in the Affordable Housing Works under this clause 4.3, the Land Owners grant Council and its contractors a licence for such period as is necessary for Council and its contractors to access the Land to carry out, or procure the carrying out and completion of those rectification works.
- 4.3.3 The Land Owners indemnify and release Council against all Claims arising from any act or omission by Council (or any person engaged by it) in connection with Council's rectification of any Defect in the Affordable Housing in accordance with clause 4.3.



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### 5. Expenditure by Council

#### 5.1 Expenditure by Council

- 5.1.1 If Council is required to carry out Affordable Housing Works under clause 3.7 or rectify any Defect under clause 4.3.1, then Council:
- (a) is not required to expend more money than is secured by the Guarantee or the 10% retained from the Guarantee under clause 4.2; or
  - (b) acting reasonably, may expend more money than is secured by the Guarantee in order to deliver the Affordable Housing in accordance with this Agreement and the Development Consent.
- 5.1.2 The Parties acknowledge that Council may in its discretion elect not to:
- (a) furnish the Affordable Housing in a similar manner and quality to the other units in the Development,
- to ensure that the Affordable Housing can be achieved for an amount equal to, or less than, the amount secured by the Guarantee.

#### 5.2 Debt due and owing to Council

If Council expends more money than is secured by the Guarantee in either carrying out or in rectifying any works under clause 3.7 or 4.3.1, then the amount in excess of the Guarantee will be deemed to be a debt immediately due and owing to Council by the Land Owners.

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### 6. Specific Obligations Of Council

#### 6.1 Council Agrees to use the Affordable Housing

Council agrees to accept the Affordable Housing transferred to it in accordance with clause 3.8.1 and to do all things that are necessary to enable the apartments comprising the Affordable Housing to be used as affordable housing as defined in section 4 of the Act.

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### 7. Security

#### 7.1 Provision of Guarantee

- 7.1.1 The Land Owners must provide Council, before the issue of the first Construction Certificate for the Development, one or more bank Guarantees as security for the due, prompt and proper observance and performance by the Land Owners of their obligations under clauses 3.1 to 3.8 of this Agreement.
- 7.1.2 The Guarantee provided under this Agreement will be a written guarantee without time limit acceptable to Council issued by an Australian bank in the amount of \$750,000.00.
- 7.1.3 Within 28 days after each anniversary of the date the Guarantee was provided under clause 7.1.1, the Land Owners must provide a replacement Guarantee to Council which has been indexed in accordance with the Consumer Price Index.

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- 7.1.4 The Parties agree that the provision of the Guarantee constitutes the security for the purposes of this Agreement as required by s93F(3)(g) of the Act.

**7.2 Rights and remedies of Council**

- 7.2.1 The Land Owners expressly acknowledge and agree that Council may make an appropriation from the Guarantee in such amount as Council (acting reasonably) thinks appropriate for reasons including:
- (a) to carry out and complete the Affordable Housing if the Affordable Housing does not reach Completion within 18 months of the date of issue of the Construction Certificate for the Development;
  - (b) to enforce the transfer of Affordable Housing to Council if the Land Owners fail to comply with clause 3.8.1;
  - (c) to take action deemed necessary by Council to acquire other affordable housing in accordance with clauses 3.8.4 and 3.8.5 if the Land Owners do not transfer the Affordable Housing in accordance with clause 3.8.1; or
  - (d) to cover any expense or liability incurred by Council as a consequence of a breach by the Land Owners of their obligations under this Agreement.

**7.3 Release of Guarantees**

- 7.3.1 Subject to clause 4.2, if the monies secured by the Guarantee have not been expended under clauses 3.8.5 or 7.2, then Council will return the Guarantee to the Land Owners within 15 Business Days after the Affordable Housing is transferred to Council in accordance with clause 3.8.
- 7.3.2 Where the Guarantee is able to be partially released, Council will return that guarantee to the Land Owners on receipt of a replacement guarantee from the Land Owners for the relevant reduced guarantee amount.

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**8. Registration**

**8.1 Acknowledgement**

The Land Owners acknowledge that Council intends to register this Agreement under section 93H of the Act on the Land and on registration by the Registrar-General the Agreement will be binding on and enforceable against the owner of the Land from time to time as if each owner for the time being had entered into this Agreement and were the Land Owner.

**8.2 Consents to Registration**

The Land Owners warrant that they have obtained all consents to the registration of this Agreement on the title to the Land.

**8.3 Land Owners' Obligations**

- 8.3.1 The Land Owners must within 10 Business Days of a written request by Council, sign any *Real Property Act* dealing, acknowledgement or document, provide all relevant consents (including the consent of any mortgagee or caveator) arrange for the production of the Certificates of Title for the Land and do all other things reasonably necessary to enable this Agreement to be registered pursuant to section 93H of the Act.



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8.3.2 Upon registration of the strata plan of subdivision, the Land Owners must arrange for the registration of this Agreement on the lots comprising the Affordable Housing.

**8.4 Release from Registration**

Council will, within 10 business days of a written request by the Land Owners, execute the relevant forms to remove the registration of this Agreement from the Certificates of Title for the Land on completion of the Land Owners' obligations under this Agreement.

**8.5 Registration Expenses**

The Land Owners must pay for Council's expenses including registration fees, legal costs and disbursements on an indemnity basis, for the registration of this Agreement and the subsequent removal of registration.

**8.6 Sale of Land**

The Land Owners must not sell the Land or part of it without the prior written consent of Council. This consent will not be withheld where the purchaser enters into a Deed with Council confirming that the purchaser will comply with the obligations of the Land Owners under this Agreement, including the construction and transfer of the Affordable Housing in accordance with this Agreement.

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**9. Caveatable Interest**

**9.1 Lodgement of Caveat**

9.1.1 The Land Owners acknowledge that the rights under this Agreement give Council a caveatable interest in the Land. Until such time as this Agreement is registered on the relevant folios of the Register held by the Land and Property Information (LPI) pertaining to the Land, the Land Owners agree that Council may lodge a caveat on the relevant folios of the Register held by the LPI pertaining to the Land.

9.1.2 A caveat lodged by Council in accordance with this clause 9 must not prevent or prohibit the lodgement of any instrument dealing or matter required for the registration of any mortgage, subdivision plan, easement, covenant, right of way, deposited plan or strata plan relating to the Development. The Land Owners must not lodge a lapsing notice or take any action to obtain or seek a withdrawal or removal of the caveat, unless:

- (a) the Land Owners' obligations under this Agreement have been satisfied; or
- (b) this Agreement has otherwise come to an end.

**9.2 Withdrawal of Caveat**

9.2.1 If Council lodges a caveat in accordance with clause 9, Council must do all things reasonably required to:

- (a) consent to the registration of this Agreement; and
- (b) remove the registration of any caveat lodged by Council in respect of the Land once this Agreement has been registered on the Land in accordance with clause 8.

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**10. Section 94, 94A and 94EF of the Act**

**10.1 Application of Section 94 Section 94A and section 94EF of the Act**

This Agreement does not exclude the application of section 94, section 94A and section 94EF of the Act from the Development. The Parties acknowledge that either section 94 or section 94A will apply to the Development.

**10.2 Benefits Obtained Under This Agreement**

Benefits obtained by Council under this Agreement are not to be taken into consideration in determining a development contribution under section 94 of the Act with respect to the Development.

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**11. Warranties**

**11.1 Land Owners' Warranties**

The Land Owners each warrant and undertake to Council that:

- 11.1.1 they have full legal capacity to enter into this Agreement and carry out the obligations contemplated by this Agreement;
- 11.1.2 they have taken all corporate action that is necessary or desirable to authorise its entry into this Agreement and to carry out the obligations it contemplates;
- 11.1.3 it is the intention of the Land Owners to expeditiously commence and complete the Development, if Development Consent is granted; and
- 11.1.4 they each, or together, hold each Authorisation that is necessary or desirable to:
  - (a) enable them to properly execute this Agreement and to carry out the obligations contemplated by this Agreement;
  - (b) ensure that this Agreement is legal, valid, binding and admissible in evidence,

and are each complying with any conditions to which these Authorisations are subject.

**11.2 Landowner Warranty**

The Land Owners each warrant that each person referred to in clause 16.2.2 has the necessary authorisation to accept service of notices under this Agreement, and to act as the Land Owners' Representative.

**11.3 Warranty by each Land Owner**

Each Warranty in clause 11 is made and repeated as a separate warranty by each Land Owner.

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**12. Default**

**12.1 Costs on Default**

The Land Owners must pay Council's expenses including internal management costs and legal fees and disbursements on an indemnity basis in connection with any breach of a provision of this Agreement by the Land Owners.

**12.2 Interest on Overdue Payments**

The Land Owners must pay interest on any money due to Council but not paid on the due date from the date payment was due at the Prescribed Rate.

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**13. Dispute Resolution**

**13.1 Disputes**

Any dispute between the parties which arises out of or in connection with this Agreement (**Dispute**) must be resolved under this clause 13.

**13.2 Notice of Dispute**

If any Dispute arises, a Party to the Dispute may deliver by hand or send by certified mail to the other Parties a notice of dispute (**Notice of Dispute**) which must:

13.2.1 identify and provide adequate details of the dispute so as to enable the other Party to fully understand the nature of the dispute; and

13.2.2 designate as a Party's representative in negotiations a person with authority to settle the dispute.

**13.3 Reply to Notice**

Within 5 Business Days after a Party receives a Notice of Dispute under this clause (**Recipient Party**) it must give a notice to the other Party designating the Recipient Party's representative who will have authority to settle the dispute.

**13.4 Designated Representative**

13.4.1 The designated representatives under clauses 13.2.2 and 13.3 will have 20 Business Days from the date of the Notice of Dispute within which to negotiate a resolution of the dispute.

13.4.2 The Parties will ensure that the designated representatives use their best endeavours to settle the dispute by negotiation within that period.

**13.5 Submission to mediation**

In the event that the persons negotiating pursuant to clause 13.4 cannot resolve the dispute within the 20 Business Days from the date of the Notice of Dispute, either Party may give a written notice to the other party to refer the Dispute for mediation (**Mediation Notice**).

**13.6 Mediation**

13.6.1 The parties must, within 5 Business Days after service of the Mediation Notice, use their best endeavours to agree on a mediator for the purposes of this clause.

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- 13.6.2 If the parties cannot agree on a mediator within 5 Business Days after service of the Mediation Notice, the mediator must be nominated by the President of the Institute of Arbitrators and Mediators Australia, or any other person authorised by the President to make the appointment, on the application of either party.
- 13.6.3 Within 15 Business Days (or such other period agreed in writing between the parties) after the agreement or nomination of the mediator under clause 13.6.1 or 13.6.2 the parties must:
- (a) arrange for the appointment of the mediator (on terms satisfactory to the mediator) for the purposes of this clause; and
  - (b) attend in person a preliminary conference before the mediator.
- 13.6.4 The parties acknowledge and agree that:
- (a) the mediator must conduct a mediation in relation to the Dispute in accordance with The Institute of Arbitrators & Mediators Australia Mediation Rules (**Rules**);
  - (b) they must abide by the Rules;
  - (c) they may be represented by legal counsel at the mediation; and
  - (d) they must use their reasonable endeavours to achieve the resolution of the Dispute at the mediation.
- 13.6.5 Each party must:
- (a) bear its own costs in respect of the mediation; and
  - (b) share equally the costs of the mediator (including the cost of any expert assistance retained by the mediator).
- 13.6.6 Any mediation under this clause 13.6 will be conducted on a without prejudice basis.
- 13.7 Termination of Mediation**
- A party may terminate a mediation under clause 13.6, by giving written notice to the other parties and to the Mediator, if the Dispute has not been resolved within 30 Business Days after the date that the Mediation Notice was given.
- 13.8 Subsequent proceedings**
- Each party must not appoint the Mediator as its arbitrator, advocate or adviser in any arbitral or judicial proceedings relating to the Dispute or any part of it, except with the other party's written consent.
- 13.9 Continuing obligations**
- Despite the existence of a Dispute under this clause 13 each Party must continue to perform its obligations under this Agreement.
- 13.10 Urgent relief**
- Nothing in clause 13 prejudices the right of a party to seek urgent injunctive or declaratory relief for any matter in connection with this Agreement.

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**14. General**

**14.1 Amendment**

This document may only be varied or replaced by a document duly executed by the Parties.

**14.2 Entire Understanding**

This document contains the entire understanding between the Parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this document and have no effect.

**14.3 Further Assurance**

Each Party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this document.

**14.4 Legal Costs and Expenses**

14.4.1 The Land Owners must pay their own legal costs and expenses in relation to the negotiation, preparation and execution of this document and other documents referred to in it, unless expressly stated otherwise.

14.4.2 Within 20 Business Days of a written request of Council, the Land Owners must pay the Council's legal costs and expenses in relation to the negotiation, preparation and execution of this document and other documents referred to in it, unless expressly stated otherwise.

**14.5 Waiver and Exercise of Rights**

14.5.1 A single or partial exercise or waiver of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.

14.5.2 No Party will be liable for any loss or expenses incurred by another Party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

**14.6 Rule of Construction**

In the interpretation of this document, no rule of construction applies to the disadvantage of the Party preparing the document on the basis that it put forward this document or any part of it.

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**15. Assignment, Novation and Dealings**

**15.1 Assignment, Novation and Dealings**

15.1.1 A Party must not assign, novate or deal with any right or obligation under this document without the prior written consent of the other Party.

15.1.2 A Party must not unreasonably withhold consent under this clause provided that the granting of consent is subject to the other Party complying with its statutory obligations and obligations under clause 8.6 and clause 15.1.3 and 15.1.4.

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15.1.3 The Land Owners must not:

- (a) sell, transfer, delegate, assign, licence; or
- (b) mortgage, charge or otherwise encumber

any right or obligation under this document to any person (**Proposed Transferee**), or permit a Proposed Transferee to assume any obligation under this document without the prior written consent of Council. The Land Owners must pay all reasonable fees and expenses (including legal fees) incurred by Council in connection with the proposed assignment, novation or dealing and the investigation of the Proposed Transferee, whether or not consent is granted.

15.1.4 The Land Owners must deliver to Council:

- (a) the name, address and occupation of the Proposed Transferee; and
- (b) if required by Council, acting reasonably, a Deed in a form approved by Council executed by persons approved by Council, guaranteeing the performance of the Proposed Transferee's obligations.

15.1.5 Any purported assignment, novation or dealing in breach of this clause is of no effect.

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**16. Notices**

**16.1 Service of Notice**

A notice or other communication required or permitted, under this document, to be served on a person must be in writing and may be served:

- 16.1.1 personally on the person;
- 16.1.2 by leaving it at the person's current address for service;
- 16.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 16.1.4 by facsimile to the person's current number for service.


**16.2 Particulars for Service**

16.2.1 The particulars for service of Council are:

Contact                    The General Manager  
Address:                    Civic Centre, 1A Marlborough Street, Drummoyne, NSW, 2047  
Email:                        council@canadabay.nsw.gov.au

16.2.2 The particulars for service of the Land Owners are:

Contact:                    Venus Property Group Pty Limited ACN 168 666 411 C/- Yang Lan  
Address:                    39D Midson Road, Eastwood NSW 2122

  
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Email: LanYang11@hotmail.com  
Contact: Shengye Property Group Pty Ltd ACN 605 619 690 C/- Shengye Guo  
Address: 2 Brecks Way, Pennant Hills NSW 2120  
Email: Shengyeguo@hotmail.com

- 16.2.3 Any Party may change the address or facsimile number for service by giving notice to the other Parties.  
16.2.4 If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

### 16.3 Time of Service

A notice or other communication is deemed served:

- 16.3.1 if served personally or left at the person's address, upon service;  
16.3.2 if posted within Australia to an Australian address, six Business Days after posting and in any other case, seven Business Days after posting;  
16.3.3 if served by facsimile, subject to clause 16.3.4, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and  
16.3.4 if received after 6.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

## 17. Interpretation

### 17.1 Governing Law and Jurisdiction

This document is governed by and is to be construed in accordance with the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales and waives any right to object to proceedings being brought in those courts.

### 17.2 Persons

In this document, a reference to:

- 17.2.1 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;  
17.2.2 a person includes the legal personal representatives, successors and permitted assigns of that person; and  
17.2.3 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.



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### 17.3 Joint and Several

If a Party consists of more than one person, this document binds them jointly and each of them severally.

### 17.4 Legislation

In this document, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

### 17.5 This Document, Clauses and Headings

In this document:

17.5.1 a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the Parties;

17.5.2 a reference to a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this document all of which are deemed part of this document;

17.5.3 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;

17.5.4 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this document;

17.5.5 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and

17.5.6 where the expression **including** or **includes** is used it means 'including but not limited to' or 'including without limitation'.

### 17.6 Severance

17.6.1 If a provision in this document is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

17.6.2 If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this document.

### 17.7 Counterparts

This document may be executed in any number of counterparts all of which taken together constitute one instrument.

### 17.8 Business Day

If a payment or other act is required by this document to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.

### 17.9 Number and Gender

In this document, a reference to:



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- 17.9.1 the singular includes the plural and vice versa; and
- 17.9.2 a gender includes the other genders.

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**18. GST**

**18.1 Definitions**

In this clause:

- 18.1.1 words and expressions that are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- 18.1.2 **GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**18.2 GST exclusive**

Except as otherwise provided in this Agreement, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

**18.3 Division 81 and 82 of GST Law**

To the extent that Divisions 81 and 82 of the GST Law apply to a supply made under this document:

- 18.3.1 no additional amount will be payable by a party on account of GST; and
- 18.3.2 no tax invoices will be exchanged between the parties.

**18.4 Increase in consideration**

Subject to clause 18.3, if GST is payable in respect of any supply made by a supplier under this Agreement (**GST Amount**), the recipient must pay to the supplier an amount equal to the GST payable on the supply. Subject to clause 18.5, the recipient must pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

**18.5 Tax invoice**

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 18.3.

**18.6 Reimbursements**

If this Agreement requires a party to pay, reimburse or contribute to any expense, loss or outgoing suffered or incurred by another party, the amount which the first party must pay, reimburse or contribute is the sum of:

- 18.6.1 the amount of the payment, reimbursement or contribution, less any input tax credit in respect of the payment, reimbursement or contribution to which the other party is entitled; and
- 18.6.2 if the payment, reimbursement or contribution is subject to GST, an amount equal to that GST.

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**18.7 Adjustment events**

If an adjustment event occurs in relation to a taxable supply under this Agreement:

- 18.7.1 the supplier must issue an adjustment note to the recipient within 7 days after becoming aware of the adjustment; and
- 18.7.2 any payment necessary to give effect to that adjustment must be made within 7 days after the date of receipt of the adjustment note.

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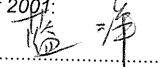
### Signing Page

Executed as a Deed on this \_\_\_\_\_ day of \_\_\_\_\_ 2018

SIGNED SEALED AND DELIVERED for and on behalf of **CITY OF CANADA BAY COUNCIL** )  
**ABN 79 130 029 350** )  
by....., but not so as )  
to incur any personal liability in the presence of: )

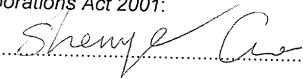
.....  
Witness

Executed by **VENUS PROPERTY GROUP PTY LTD** )  
**ACN 168 666 411** in accordance with s 127(1) of the )  
*Corporations Act 2001:*

.....  
  
.....  
**Yang LAN**  
.....

Signature of Sole Director and Sole Company Secretary  
Print full name

Executed by **SHENGYE PROPERTY GROUP PTY LTD** )  
**ACN 605 619 690** in accordance with s 127(1) of )  
*the Corporations Act 2001:*

.....  
  
.....  
**Shengye Gao**  
.....

Signature of Sole Director and Sole Company Secretary  
Print full name



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**Explanatory Note**

**Environmental Planning and Assessment Regulation 2000**

**(Clause 25E)**

**Property:** 3 King Street, Concord West NSW 2138 (**Land**)

**LEP Amendment: 14**

**Introduction**

The purpose of this explanatory note is to provide a summary to support the notification of a draft planning agreement (**Planning Agreement**) under Section 93F of the *Environmental Planning and Assessment Act 1979* (NSW) (**Act**), prepared in connection with a proposed change to the *Canada Bay Local Environmental Plan 2013* pursuant to LEP Amendment No. 14.

This explanatory note has been prepared jointly by the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000* (NSW) (**Regulation**).

Capitalised terms which are used but not defined in this Explanatory Note have the meaning given to them in the Planning Agreement.

This explanatory note is not to be used to assist in construing the Planning Agreement.

**1. Parties to the Planning Agreement**

The parties to the Planning Agreement are:

- (a) Venus Property Group Pty Limited ACN 168 666 411 and Shengye Property Group Pty Limited ACN 605 619 690 (together, the **Land Owners**); and
- (b) City of Canada Bay Council (ABN 79 130 029 350) (**Council**).

**2. Description of the Land**

This Planning Agreement applies to Lots 88 and 90 in DP 60683 and Lots 89 and 91 in DP 88392 (together known as 3 King Street, Concord West NSW 2138) (**Land**).

**3. Background**

The Land is owned by the Land Owners as the registered proprietors.

On or about 23 December 2015, the Planning Proposal was lodged with Council for the Instrument Change to Canada Bay LEP. If the Instrument Change comes into force, the Land Owners propose to lodge a Development Application for Development Consent to undertake Development on the Land.

The Planning Agreement specifies that, if Development Consent is granted for the purpose of carrying out Development on the Land, the Land Owners will provide public benefit to Council by way of Affordable Housing (**Affordable Housing**). The Affordable Housing is the provision in the Development of a minimum of 5% of the uplift of the Gross Floor Area, or a one-bedroom unit, whichever is greater, as 'affordable housing' as defined in the Act.

**4. Description of the proposed change to the environmental planning instrument**

The Planning Proposal proposes changes to the Canada Bay LEP as follows:



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- (a) rezone the Land from R2 Low Density Residential to B1 Neighbourhood Centre;
- (b) increase the maximum building height on the Land from 8.5m to 16m; and
- (c) increase the floor space ratio (**FSR**) for the Land from 0.5:1 to 2.3:1.

**5. Summary of objectives, nature and effect of the Planning Agreement (cl.25E(1)(a))**

The objective of the Planning Agreement is in accordance with Council's Affordable Housing Policy and Council's stated commitment to enable affordable housing in the City of Canada Bay to maintain a diverse, vibrant and healthy community and to alleviate housing stress experienced by some individuals and families in the private rental housing market. The Planning Agreement does this by requiring the Affordable Housing to be transferred to Council.

The Planning Agreement outlines the legal obligations of each of the parties in relation to the provision of the Affordable Housing.

The effect of the Planning Agreement is to require the Land Owners to construct and transfer the Affordable Housing to Council for the nominal sum of \$1.

The Affordable Housing is to be finished in a similar manner and quality to the other apartments in the Development, and be entirely completed with all services connected and operational and in a manner suitable for occupation.

In order to secure the obligations of the Land Owners under the Planning Agreement, the terms of the Planning Agreement require the provision of security in the form of a bank guarantee, the registration of the Planning Agreement on the title of the Land, and the granting of a caveatable interest in the Land to Council by the Land Owners.

**6. Assessment of the merits of the Planning Agreement, including the impact on the public or any relevant section of the public (cl.25E(1)(b))**

Without the Planning Agreement, Council would not be in a position to require the construction and provision to Council of the Affordable Housing as part of any Development Consent. Accordingly, the Planning Agreement provides a legal means of enabling the Land Owners to contribute rental housing for lower income households in the form of Affordable Housing at a nominal financial cost of \$1 to Council. The Planning Agreement includes a number of contractual rights to ensure this occurs.

The Planning Agreement does not require Council to grant consent to the Development, and can be terminated if Development Consent is not obtained.

**7. How does the Planning Agreement promote the public interest and one or more objects of the Act?(cl.25E(2)(a))**

The Planning Agreement promotes the objects of the Act, in particular, objects (v) and (viii) which relate to *"the provision and co-ordination of community services and facilities"* and *"the provision and maintenance of affordable housing"*, respectively.

These objects are satisfied as the Planning Agreement will ensure the delivery of the Affordable Housing to be offered by the Council as a public benefit to the community for use as 'affordable housing' as defined under the Act.



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**8. How does the Planning Agreement promote elements of the Council's charter? (cl 25E(2)(d))**

Section 8 of the *Local Government Act 1993* (NSW), previously set out the Council's charter. However, commencing 23 September 2016, the charter has been replaced with 'Guiding principles for councils' under section 8A of the *Local Government Act*.

Section 25E(2)(d) of the *Environmental Planning and Assessment Regulation 2000* has not been amended to reflect the change. The current (section 8A Guidelines), and previous (section 8 Charter), requirements of the *Local Government Act* are addressed below.

The Planning Agreement promotes the following elements of the Council's charter, as stated under the previous wording of section 8 of the *Local Government Act 1993* (NSW):

- *"to provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively"*

The Planning Agreement will contribute towards the provision of adequate and appropriate affordable housing which Council will manage in accordance with its Affordable Housing Policy.

- *"to have regard to the long term and cumulative effects of its decisions" and "to engage in long-term strategic planning on behalf of the local community":*

The Planning Agreement will promote Council's long term strategic planning by ensuring that there are types of housing within the local government area which will remain affordable to households of varying economic status within the local community in the future. The provision of Affordable Housing pursuant to the Planning Agreement is consistent with the objective of Council's Affordable Housing Policy which include:

- improving access to rental housing that is affordable for low to moderate income households and by doing so, helping to alleviate housing stress;
- ensuring that the affordable rental housing mix is appropriate to the changing needs of households with regard to size and type, location, sustainability and community connectedness; and
- efficiently managing revenue provided through the affordable rental housing program to procure, manage and grow the affordable rental housing portfolio in the Canada Bay local government area.

- *"to effectively plan for, account for, and manage the assets for which it is responsible":*

The provision of the Affordable Housing as set out in the Planning Agreement will ensure the provision of the Affordable Housing, at nominal cost to Council, to be used and managed by Council, in accordance with its Affordable Housing Policy to provide affordable accommodation for lower income households.

- *"to exercise its functions in a manner that is consistent with and promotes social justice principles of equity, access, participation and rights":*

By providing affordable housing, Council aims to assist people earning low to moderate incomes to live and work in the City of Canada Bay, provide them with improved rental housing security and enable them to establish savings for the



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private rental market or home ownership. The Planning Agreement will deliver to Council additional affordable housing which Council can use towards achieving this aim.

The Planning Agreement promotes the following elements of the Guiding principles for Councils in the exercise of Council functions, as stated under section 8A of the *Local Government Act 1993* (NSW):

- *"manage lands and other assets so that current and future local community needs can be met in an affordable way."*

The Planning Agreement provides a mechanism through which Council can manage its assets by delivering rental housing, in an affordable way.

- *"work with others to secure appropriate services for local community needs."*

The Planning Agreement provides a mechanism for Council to work with others, being the Land Owners, to secure the construction and provision of Affordable Housing within the Council's local government area.

### 9. What planning purposes does the Planning Agreement serve? (cl.25E(2)(e))

A planning purpose is served by the provision of the Affordable Housing for use as 'affordable housing' in accordance with section 4 of the Act, by improving access to rental housing and ensuring there is a diverse affordable rental housing mix provided.

The Planning Agreement provides a "reasonable means" for achieving the planning purposes since it contractually binds the Land Owners to provide the Affordable Housing in the manner set out in the Planning Agreement. It also provides appropriate security for the Affordable Housing through:

- the provision of a bank guarantee;
- registration of the Planning Agreement on the title of the Land; and
- the granting of a caveatable interest in the Land to Council by the Land Owners.

The Planning Agreement will provide a public benefit in terms of the construction and provision of Affordable Housing as it will be costly to obtain these public benefits through other statutory means. The Planning Agreement is the most suitable instrument by which the construction and provision of the Affordable Housing can be delivered.

### 10. Does the Planning Agreement conform with Council's capital works program? (cl.25E(2)(f))

Yes. The Planning Agreement conforms with the Council's capital works program in that the Affordable Housing will be provided to Council at a nominal cost to Council.

### 11. Does the Planning Agreement specify that certain requirements must be complied with prior to a construction certificate, occupation certificate, or subdivision certificate being issued? (cl.25E(2)(g))

Yes.

Prior to the Construction Certificate being issued, the Land Owners must provide a guarantee to Council as security for the Land Owners performing their obligations under the Planning Agreement. The guarantee is to be in the amount specified in clause 7.1.2 of the Planning Agreement.



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Prior to the Subdivision Certificate and Occupation Certificate being issued, the Land Owners must submit a copy of the Affordable Housing Notice of Completion to Council.

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**REVIEW OF SUBMISSIONS - PP2016/0001 - Planning Proposal  
 Application - 3 King St, Concord West**

Submission No.	Submitter Name	Submitter Address	Comments	Council Response
1.	S. Yang	17 King Street CONCORD WEST NSW 2138	Affordable Housing will negatively affect the neighbourhood and potentially create an undesirable and unsafe place.	<p>The Planning Proposal involves the construction of 20 residential units. It is proposed that 1 of these units will be dedicated to Council for the purpose of Affordable Housing.</p> <p>The PRCUTS and Implementation Plan require a minimum of 5% of new housing to be provided as affordable housing. This is enforced by a Ministerial Direction (S9.1(7.3)).</p> <p>The City of Canada Bay Council has been involved in affordable housing since 2009 and currently has 26 affordable housing units.</p> <p>It is important to note that “affordable housing” is not “social housing”.</p> <p>Council’s Affordable Housing Policy places priority on key workers (child care, health services, primary and</p>

Submission No.	Submitter Name	Submitter Address	Comments	Council Response
				<p>secondary education, public transport etc) that are permanently employed in the City of Canada Bay.</p> <p>Council will operate and manage the affordable housing in accordance with Council's Affordable Housing Policy.</p>
2.	E., D. & S Higgs	27 King Street CONCORD WEST NSW 2138	<p>Existing parking congestion experienced on King Street will be exacerbated by the planning proposal.</p> <p>Loss of parking spaces resulting from proposed Station Square.</p>	<p>The amount of car parking proposed and traffic generation is consistent with Concord West Master Plan, the Master Plan traffic report and the Parramatta Road Corridor Urban Transformation Strategy.</p> <p>No objection has been raised by Council's Engineer in relation to traffic impacts.</p> <p>Removal of parking spaces, closure of the road (eastern end of Victoria Avenue) and construction of a public space (Station Square) were proposed in the Concord West Precinct Master Plan and have previously been</p>

Submission No.	Submitter Name	Submitter Address	Comments	Council Response
				endorsed by Council.
3.	R. Neilson	10 King Street CONCORD WEST NSW 2138	Cumulative impact of Planning Proposals and Development Applications on area, particularly infrastructure.	<p>The Planning Proposal is consistent with the Concord West Masterplan which was informed by a Socio-Economic Study and a Traffic, Transport, Accessibility and Parking Report.</p> <p>The Planning Proposal is consistent with the outcomes contemplated by the background reports.</p> <p>Any Development Applications lodged will need to be assessed against the detailed development controls in Council's DCP.</p> <p>Council is currently assessing MOD2017/0166 which seeks to modify parking and staff numbers at 1 King Street. The assessing officer has been advised to consider the impacts of the modification in conjunction with the impacts of increased density associated with the Masterplan.</p> <p>In relation to</p>

Submission No.	Submitter Name	Submitter Address	Comments	Council Response
				<p>infrastructure delivery, the Canada Bay 7.11 Development Contributions Plan was recently updated to include a range of works within the Concord West Area. These works will ensure that infrastructure is improved over the short to medium term.</p>
4.	S. Skippers	9 King Street CONCORD WEST NSW 2138	<p>Privacy – overlooking of backyard. Request fixed obscure glazing.</p> <p>Solar access - overshadowing</p> <p>Land levels – subject site is higher than submitters site and is being retained by driveway of subject site. What will happen to ground levels? Will it require retaining? Who will pay for it?</p> <p>Drainage – measures to ensure there is no run off towards submitters site.</p> <p>Affordable housing – if it is operated and managed in accordance with Council’s Affordable Housing Policy will it be maintained regularly and also have no bulk waste</p>	<p>It is noted that the submitter’s property adjoins the northern side boundary of the subject site.</p> <p>Privacy – the fine detail such as placement of windows and balconies will be provided by the applicant and assessed by Council officers at development application stage.</p> <p>Solar access – the site has an east-west orientation and adjoins the submitter’s southern boundary. All shadows are expected to fall to the south, not on the submitter’s site.</p> <p>Drainage – a detailed assessment of drainage and overland flows will</p>

Submission No.	Submitter Name	Submitter Address	Comments	Council Response
			<p>left out?</p> <p>Noise - potential noise from business and residents. Has an acoustic specialist been consulted? Will there be limitations to the hours of operation of any future businesses? Construction noise, particularly if excavation is required.</p> <p>Parking – provision for parking of residents, guests, commercial. Existing parking issues. Will council monitor parking to ensure existing residents do not lose car spaces?</p> <p>Garden – potential overshadowing of vegetable garden and associated impacts.</p> <p>Construction – responsibilities for removal of building material, checking for asbestos, noise levels, pollution, deliveries, storage of equipment, timeframe.</p> <p>Security – what security measures will the ground floor business have? Will there be sufficient separation between</p>	<p>be undertaken at development application stage.</p> <p>Affordable housing – only 1 of the 20 units will be affordable housing and unlikely to impact upon the upkeep of the building. Any dumped waste will be investigated by Council in accordance with existing processes.</p> <p>Noise – noise impacts and hours of operation will be assessed at development application stage.</p> <p>Parking – the site will be expected to provide parking in accordance with parking rates in the Parramatta Road Corridor Urban Transformation Strategy. Any vehicles that are found to be illegally parked will be investigated as required.</p> <p>Garden – no overshadowing is expected as previously discussed.</p> <p>Construction – Should development</p>

Submission No.	Submitter Name	Submitter Address	Comments	Council Response
			<p>the proposal and submitters property with fencing etc.?</p> <p>Lack of communication about the design – can the proposed mixed use development be substituted for/by a commercial property and will there be further community consultation? Site analysis diagram indicates that site access will be obtained from the railway line, will this be across, above or below?</p> <p>Number of storeys – proposal states four storeys however a newspaper article stated there would be five.</p> <p>Streetscape/village atmosphere – no other structures of similar height in immediate area.</p> <p>Interpretation of material – difficulty for the community to interpret the material on exhibition.</p>	<p>consent be granted for a future building on the site, appropriate conditions will be imposed in relation to hours of construction, noise management and asbestos removal.</p> <p>Security – new boundary fencing will be a matter that will need to be discussed and resolved to the satisfaction of all parties who own the land separated by the fencing.</p> <p>Lack of communication – the proposal seeks to rezone the site to B1 Mixed Use. A business premises is a permissible use within this zone. As such, the applicant could potentially seek to construct a business premises with no residential component. This would need to be proposed through a development application and would be subject to standard Council public exhibition processes.</p> <p>Number of storeys – the proposed changes to the LEP</p>

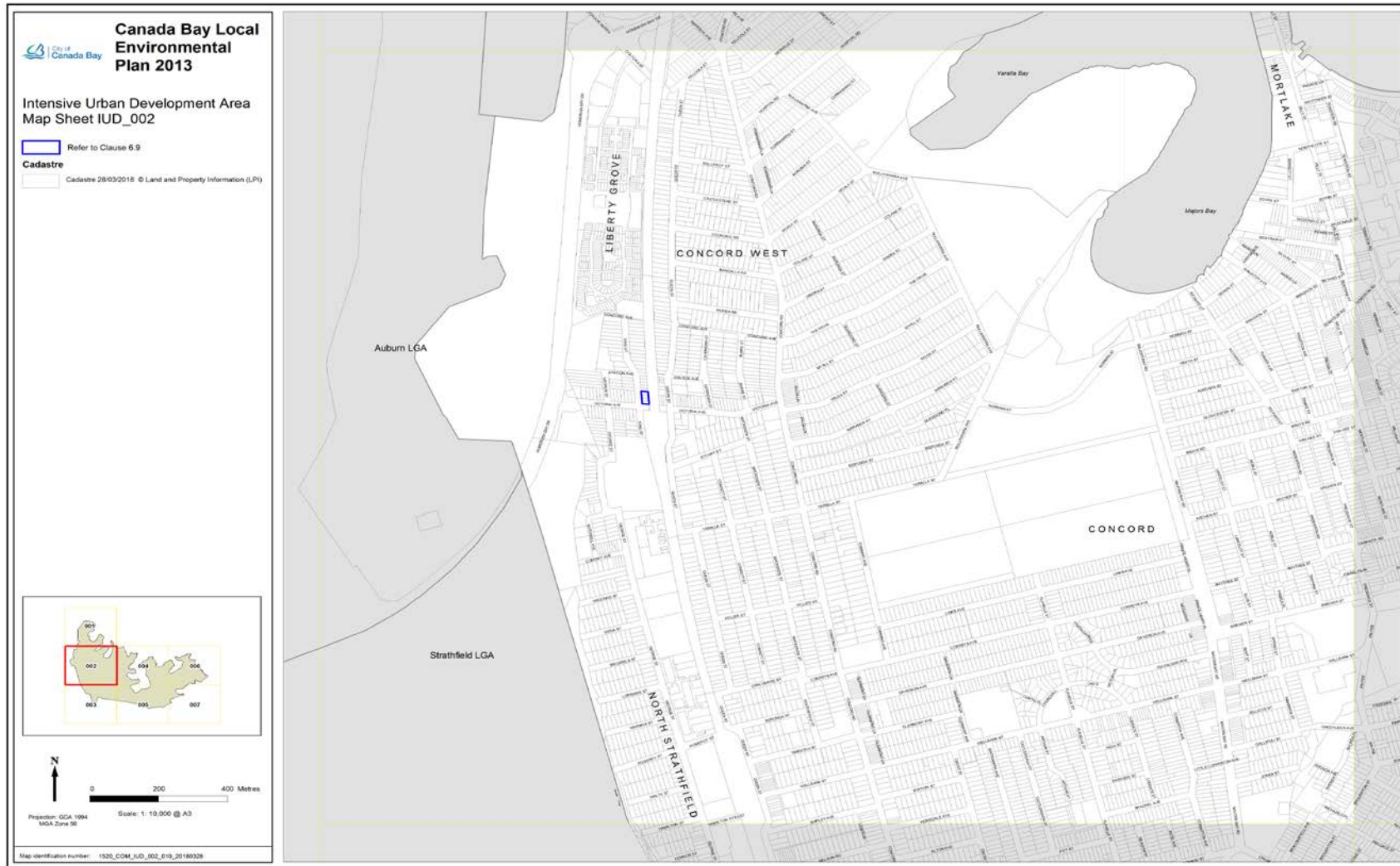
Submission No.	Submitter Name	Submitter Address	Comments	Council Response
				<p>includes a maximum height of 16m and changes to the DCP stipulate a maximum of 4 storeys on the site, with a maximum of 2 storeys on the northern side.</p> <p>Streetscape/village atmosphere – the proposal is consistent with the Concord West Precinct Masterplan endorsed by Council. The subject site was identified by the Masterplan as being one of seven strategic industrial sites with the potential to provide residential densities within the Concord West area. The subject site is located near Concord West train station and as such is particularly well suited to provide increased density.</p> <p>Interpretation of material – documentation provided can sometimes be difficult to interpret. It is for this reason that Council provides contact details so that the assessing officer can provide information and</p>

Submission No.	Submitter Name	Submitter Address	Comments	Council Response
				guidance as required.
5.	Transport for NSW	241 O’Riordan Street MASCOT NSW 2020	<p>Directly adjacent to Main North Railway Line – 1.5m setback required.</p> <p>Within walking catchment of Concord West Station – maximum parking rates from Master Plan are supported.</p> <p>Consultation with Sydney Trains advised prior to lodgement of development application.</p>	<p>The Draft Special Precincts DCP requires a 4m rail line setback.</p> <p>The report recommends that the applicant be advised to consult with Sydney Trains.</p>











**ITEM-2            8 BEVIN AVENUE, FIVE DOCK (PP2017/0003);  
ADDITIONAL PERMITTED USE FOR THE PURPOSE  
OF CARPARKING ASSOCIATED WITH CANADA BAY  
CLUB - EXHIBITION OUTCOMES.**

**Department      Planning and Environment**

**Author Initials: AW**

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**EXECUTIVE SUMMARY**

A Planning Proposal has been received that seeks to amend the Canada Bay Local Environmental Plan (LEP) 2013 by including an additional permitted use in Schedule 1 to permit development for the purpose of car parking associated with the adjacent Canada Bay Club on land at 8 Bevin Avenue, Five Dock.

The Planning Proposal is intended to facilitate the provision of additional off street parking to minimise the on street parking impact of the existing Club. Should the Planning Proposal proceed, the applicant will seek to relocate the cul-de-sac on Bevin Avenue.

The Planning Proposal and supporting documentation were on public exhibition from 5 December 2017 to 16 January 2018.

During the exhibition period a total of 2 submissions were received, including 1 petition containing 11 signatures. The primary issues raised in the submissions related to the rezoning, demolition of dwellings, future expansion of the Club, loss of streetscape character, relocation of the cul-de-sac and loss of trees.

This report discusses the key issues raised in the submissions and recommends that the Planning Proposal be endorsed and forwarded to Parliamentary Council for finalisation.

**STRATEGIC CONNECTION**

This report supports FuturesPlan20 Outcome area:

*We will be innovative and apply good governance to meet community expectations and legislative obligations.*

This report also relates to the Canada Bay Local Environmental Plan 2013.

## REPORT

### Background

Schedule 1 of the Canada Bay Local Environmental Plan 2013 currently permits the following additional uses of relevance to the Canada Bay Club:

#### ***11 Use of certain land at Bevin Avenue, Five Dock***

1. This clause applies to land at Bevin Avenue, Five Dock, being Lot 1, DP 860469.
2. Development for the following purposes is permitted with development consent if the use is associated with the adjacent Canada Bay Club:
  - (a) car parks,
  - (b) serviced apartments.

#### ***12 Use of certain land at Bevin Avenue, Five Dock***

1. This clause applies to land at Bevin Avenue, Five Dock, being Lot 1, DP 1136926, Lot 4, DP 536187 and Lot 2, DP 527649.
2. Development for the purpose of a registered club is permitted with development consent.

**Note:** Lot 1, DP 860469 as referred to in Clause 11 (above) is now known as Lot 1 DP 1204491.

The lots referred to in the above clauses are outlined in the map below. The highlighted property is the current location of the club building.



Figure 1: Map of Club properties which are currently endorsed to have an additional permitted use.

### The site

The site is known as 8 Bevin Avenue, Canada Bay and is legally defined as Lot 3 DP 527649. The property is owned by the Western Suburbs Soccer, Sports and Community Club which is known as the Canada Bay Club.

The site is located on the northern side of Bevin Avenue between the intersections with William Street and Harris Road. The site is currently occupied by a two storey dwelling house.

A plan illustrating the land that is the subject of the Planning Proposal is provided below.

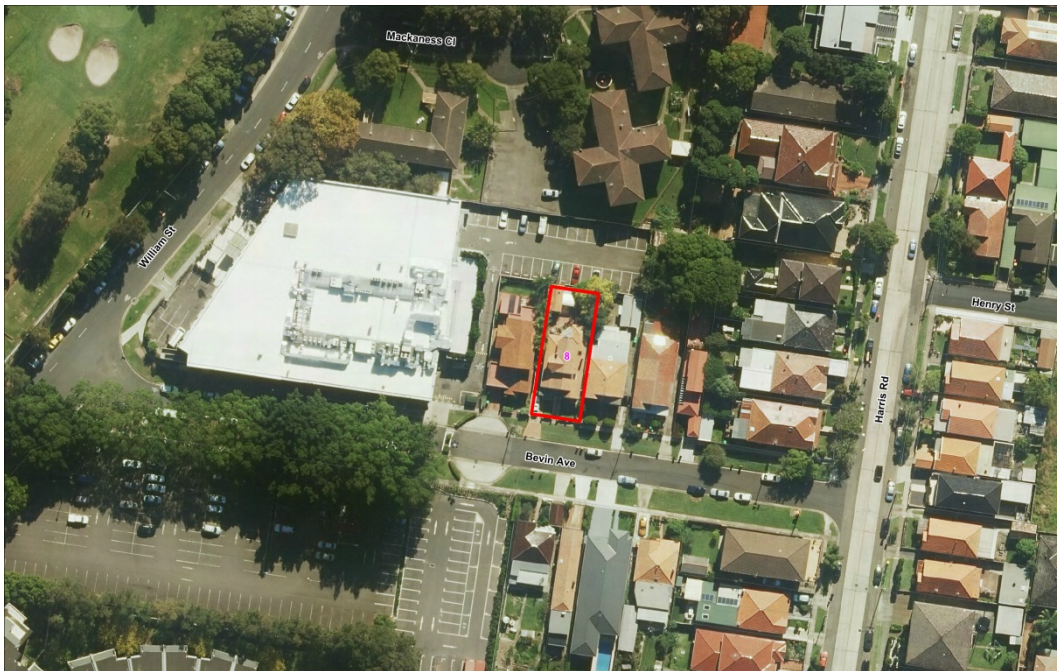


Figure 2: Map of subject site.

### **Planning Proposal**

The Planning Proposal seeks an amendment to the Canada Bay Local Environmental Plan 2013 to allow car parking associated with the Canada Bay Club to be located on the site. To enable this use an amendment to Schedule 1 – Additional Permitted Uses of the LEP 2013 is sought.

The following modification to Schedule 1 of the LEP 2013 is proposed:

#### ***Use of certain land at Bevin Avenue, Five Dock***

1. This clause applies to land at Bevin Avenue, Five Dock, being Lot 3, DP 527649.
2. Development for the purpose of car parking if the use is associated with the adjacent Canada Bay Club is permitted with development consent.

### **Council resolution**

On 4 July 2017 Council resolved:

1. *THAT the Planning Proposal to permit car parking associated with the Canada Bay Club on Lot 3 DP 527649 be submitted to the Department of Planning and Environment for a Gateway Determination.*
2. *THAT Council request delegation from the Department of Planning and Environment to manage the plan making process.*



3. *THAT prior to the Planning Proposal being exhibited, the applicant be required to provide a Traffic and Parking Assessment that:*
  - (a) *addresses the impact of additional on-site car parking on the operation of the immediate road network and on-street car parking; and*
  - (b) *provides recommendations to limit private vehicle trip generation from the Club.*
4. *THAT authority be delegated to the General Manager to make any minor modifications to the Planning Proposal following receipt of a Gateway Determination.*
5. *THAT the applicant be advised that any changes to the public domain on Bevin Avenue will be subject to the submission of a detailed design to Council's satisfaction and endorsement by the Traffic Committee.*

### **Gateway Determination**

On 4 August 2017 the Department of Planning and Environment issued delegation to the making of the plan to Council and a Gateway Determination with conditions as at Attachment C.

Prior to community consultation the Gateway Determination required the following to be prepared/undertaken:

- Include a traffic and parking study/assessment report to address current on and off-street parking conditions, and the proposal's impact on the operation of the immediate road network and the impact of providing additional parking in this location; and
- Clearly state that the wording of the proposed amendment will be subject to possible revision by Parliamentary Counsel's Office

The traffic study at Attachment A and an Addendum to the planning proposal at Attachment B are included in this report.

### **Public Exhibition**

The Planning Proposal and relevant documentation were exhibited in accordance with the requirements of the Gateway Determination from 5 December 2017 to 16 January 2018 and involved the following:

- An advertisement placed in the Inner West Courier on 5 December 2017.
- Letters sent to land owners of the sites outlined in the map below:



Figure 3: Map of properties notified.

- Letter sent to NSW Roads and Maritime Services
- All relevant documentation was provided on Council's website and a hard copy was placed in Council's Civic Centre and at Five Dock Library.

Council has received a total of 2 submissions, including 1 petition containing 11 signatures to this Planning Proposal. A summary of the submissions is provided at Attachment D and also below:

#### *Clarification on the rezoning application*

A Planning Proposal is often referred to as a rezoning application even though no rezoning may be proposed, as is the case for this application.

Even though the Planning Proposal document prepared by the applicant refers to 'rezoning', what they are seeking is to add an additional permitted use to the site.

The use of the site as a carpark is not a permissible use within the existing R3 Medium Density Residential zone. Therefore the applicant seeks an additional permitted use on the site for a car park, similar to the additional permitted use already applying to their existing car park.

#### *Extent of proposal and impact 2 Bevin Avenue*

The applicant initially approached Council seeking feedback on a concept similar to the current application but had also included 4 Bevin Avenue in that concept. The documentation that they had prepared, included an Environmental Investigation for 4, 8 and 10 Bevin Avenue. Council advised at that time that it would not support the inclusion of 4 Bevin Avenue in a Planning Proposal, as it would isolate 6 Bevin Avenue. It is noted that 10 Bevin Avenue already has an additional permitted use for a carpark.

The subject application only proposes to add an additional permitted use to 8 Bevin Avenue. No change is proposed to 4 Bevin Avenue. If the applicant were

to pursue a change to 4 Bevin Avenue they would have to lodge a separate application which would go through a similar process to the current application, and also be notified.

As the house at 6 Bevin Avenue will be retained, the house at 2 Bevin Avenue will not have a direct interface with the proposed carpark.

*Need for parking spaces*

In 2010, Council approved alterations and additions to the Club (DA183/2010) that resulted in a shortfall of 2 carparking spaces. The current proposal will ensure that this deficiency is resolved.

Accommodating parking on site is a superior outcome for the local streetscape and amenity than parking on street. It also enables on street parking to be utilised by surrounding residents.

The parking study has indicated that the existing carpark was at 97% capacity on a Saturday night during the study period. The proposal will provide an additional 40 off street parking spaces to minimise the strain on existing parking.

The parking study also indicates that there is an additional demand for on street parking when the demand for off street parking is high, and as such the provision of greater off street parking is likely to improve on street parking availability.

The applicant has also committed to providing a Green Travel Plan and Transport Access Guide for consideration with future development applications to assist the Club in reducing reliance on private car usage.

*Loss of residential character*

There was an objection to the demolition of dwellings at 8 and 10 Bevin Avenue, and concern over the loss/erosion of street character to Bevin Avenue.

Although the two dwellings on 8 and 10 Bevin Avenue will be removed and the carpark expanded, the Club building itself is not proposed for expansion and cannot expand onto the subject site as the additional permitted use is for a carpark only. It is expected that the proposed carpark will provide valuable off street parking thus minimising the use of on street parking.

It is acknowledged that the demolition of the two dwellings will change the residential character of the street. To minimise this impact, this report recommends that any future application for the relocation of the cul-de-sac or construction of the carpark provide a detailed landscape plan addressing issues of streetscape, amenity, privacy, adequate trees and plantings and other relevant issues in the public and private domain. The pedestrian and cycle access, as well as the mature trees are to be retained.

### *Relocation of the cul-de-sac*

The relocation of the cul-de-sac does not form part of this Planning Proposal. The proposed extension of the carpark will be able to proceed (subject to approval of this Planning Proposal) regardless of whether any changes are proposed to the cul-de-sac.

Submissions received supported the retention of the cul-de-sac in its current location. Should the cul-de-sac be moved, it was requested that the walking and cycle access between Harris Road and William Street and the mature trees at the end of Bevin Avenue be retained.

Whilst relocation of the cul-de-sac and removal of trees do not form part of this Planning Proposal, it is noted that the likely intention of the Club, if the Planning Proposal proceeds, is to seek relocation of the cul-de-sac through Council's Traffic Committee.

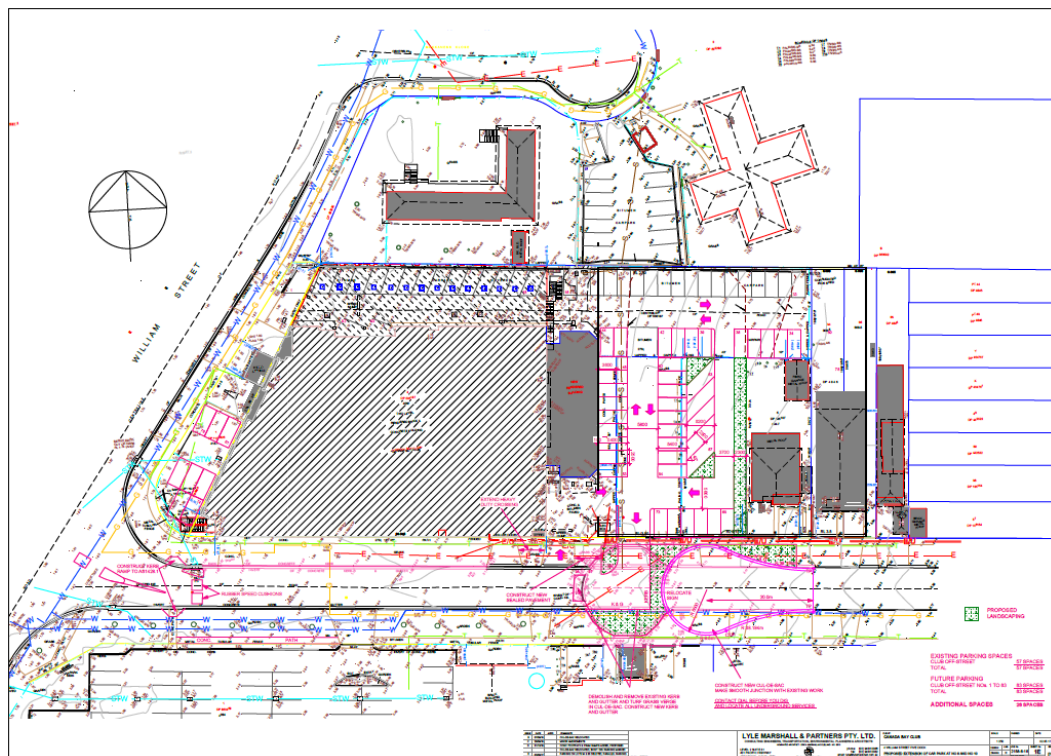


Figure 4: Possible future location of the cul-de-sac

The foreshadowed relocation of the cul-de-sac will likely require changes to the driveway crossings of a number of properties in Bevin Avenue (most likely 5 and 7 Bevin Avenue) however vehicular access to these properties can still be maintained. It is likely that two on-street parking spaces will also be lost.

Council's Traffic Engineer had no in principle objection to the Planning Proposal for the carpark. Concerns have been raised in relation to the cul-de-sac as discussed below:

- Need for cyclist access to be maintained along Bevin Avenue;

- Conversion of driveway off Bevin Avenue from exit only to two-way.

The Traffic Team has confirmed that the above design issues can be resolved in the detailed design process, following approval of the Planning Proposal, and they have no objection to the proposed use of 8 Bevin Avenue as a carpark.

### **Conclusion**

The Planning Proposal has been prepared to provide an additional permitted use for the purpose of car parking associated with the adjacent Canada Bay Club on land at 8 Bevin Avenue, Five Dock.

It is recommended that the Planning Proposal proceed as proposed.

### **RECOMMENDATION**

1. THAT Council note the outcome of the public exhibition period.
2. THAT the Planning Proposal be submitted to Parliamentary Counsel for finalisation.
3. THAT authority be granted to the General Manager to make any minor changes to the Planning Proposal (if required) prior to finalisation of the Local Environmental Plan.
4. THAT the submitters be advised of Council's determination.
5. THAT any proposal/application for relocation of the cul-de-sac or construction of the carpark must provide a detailed landscape plan addressing issues of streetscape, amenity, privacy, adequate trees and plantings and other relevant issues in the public and private domain including the retention of pedestrian and cycle access and mature trees.
6. THAT any proposal to relocate the cul-de-sac be notified to residents of Bevin Avenue prior to the matter being reported to the Traffic Committee.
7. THAT any public domain works are to be carried out to the satisfaction of Council and the full cost of any such works are borne by the applicant.
8. THAT the applicant provide a Green Travel Plan and Transport Access Guide with the development application for the carpark, to assist the Club in reducing reliance on private car usage.

Attachments:

1. Planning Proposal including Traffic and Parking Assessment (under separate cover)
2. Addendum to Planning Proposal
3. Gateway Determination
4. Summary of Submissions

PLANNING  
PROPOSAL  
ADDENDUM

## ADDENDUM TO PLANNING PROPOSAL

8 BEVIN AVENUE, FIVE DOCK  
November 2017

Council reference: PP2017/0003

Department of Planning and Infrastructure reference: PP\_2017\_CANAD\_004\_00

ADDENDUM TO PLANNING PROPOSAL

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Community Consultation .....	4
Project Timeline .....	5



ADDENDUM TO PLANNING PROPOSAL

## Introduction

The Planning Proposal seeks to amend the Canada Bay Local Environmental Plan 2013 by including an additional permitted use in Schedule 1 to permit development for the purpose of car parking associated with the adjacent Canada Bay Club. The Planning Proposal is intended to facilitate the provision of additional off street parking to minimise the on street parking impact of the existing Club.

The City of Canada Bay Council at its meeting of 4 July 2017, considered the Planning Proposal for 8 Bevin Avenue, Five Dock and resolved that the Planning Proposal be submitted for Gateway Determination.

This document is an addendum to the Planning Proposal to clarify the methodology for future community consultation and to provide a project timeline.

ADDENDUM TO PLANNING PROPOSAL

## Community Consultation

Section 55 of the Environmental Planning and Assessment Act (1979) requires the provision of details of proposed community consultation. Consultation on the Planning Proposal will take place in accordance with the Gateway Determination made by the Minister for Planning in accordance with Sections 56 and 57 of the Act.

It is proposed to exhibit the Planning Proposal for a period of 28 days:

- a. On the City of Canada Bay website;
- b. At the Five Dock Library;
- c. In newspapers that circulate in the City of Canada Bay local government area; and
- d. In writing to the landowners and surrounding landowners.

ADDENDUM TO PLANNING PROPOSAL

## Project Timeline

The following project timeline is proposed:

Milestone	Timeframe and/or date
Anticipated commencement date (date of Gateway determination)	4 August 2017
Completion of required technical information	Traffic and Parking Assessment to be prepared prior to community consultation.  November 2017
Timeframe for government agency consultation (pre and post exhibition as required by Gateway determination)	Consultation with NSW Roads and Maritime Services.  December 2017/January 2018 21 days to run concurrently with public exhibition period.
Commencement and completion dates for public exhibition period	December 2017/January 2018 6 weeks due to Christmas holidays (Gateway requirement 28 days)
Dates for public hearing (if required)	Not applicable.
Timeframe for consideration of submissions	Four weeks following completion of public exhibition, including two-to-three weeks to further consult with Government and servicing authorities.  January/February 2018
Timeframe for consideration of a proposal post exhibition	Four weeks.  February 2018
Date of submission to the Department to finalise the LEP	Council is the delegated authority.
Date of submission to the Parliamentary Council's Office to draft and finalise the LEP (and to forward copy of request to the Department).	March 2018  6 weeks prior to projected publication date (deadline 4 May 2018)
Anticipated date the Council will make the plan (if delegated)	To be confirmed.
Anticipated date Council will forward to the Department for notification	To be confirmed.



## Gateway Determination

**Planning Proposal (Department Ref: PP\_2017\_CANAD\_004\_00):** to amend Schedule 1 of Canada Bay LEP 2013 to include 'development of car parking in association with Canada Bay Club' as an additional permitted use at 8 Bevin Avenue, Five Dock.

I, the Director, Sydney Region East, at the Department of Planning and Environment as delegate of the Greater Sydney Commission, have determined under Section 56(2) of the *Environmental Planning and Assessment Act, 1979* (the Act) that an amendment to the Canada Bay Local Environmental Plan (LEP) 2013 to amend Schedule 1 of Canada Bay LEP 2013 to include 'development of car parking in association with Canada Bay Club' as an additional permitted use at 8 Bevin Avenue, Five Dock should proceed subject to the following conditions:

1. Prior to community consultation, the planning proposal is to be updated to:
  - (a) include a traffic and parking study/assessment report to address current on and off-street parking conditions, and the proposal's impact on the operation of the immediate road network and the impact of providing additional parking in this location; and
  - (b) clearly state that the wording of the proposed amendment will be subject to possible revision by Parliamentary Counsel's Office; and
2. Community consultation is required under Sections 56(2)(c) and 57 of the Act as follows:
  - (a) the planning proposal must be made publicly available for a minimum of **28 days**;
  - (b) the relevant planning authority must comply with the notice requirements for public exhibition of planning proposals and the specifications for material that must be made publicly available along with planning proposals as identified in Section 5.5.2 of *A guide to preparing local environmental plans* (Department of Planning and Environment 2016); and
  - (c) community consultation is to include any current occupiers of the subject site.
3. Consultation is required with NSW Roads and Maritime Services under Section 56(2)(d) of the Act. NSW Roads and Maritime Services is to be provided with a copy of the planning proposal and any relevant supporting material, and given at least 21 days to comment on the proposal.
4. A public hearing is not required to be held into the matter by any person or body under Section 56(2)(e) of the Act. This does not discharge Council from any obligation it may otherwise have to conduct a public hearing (for example, in response to a submission or if reclassifying land).



5. The timeframe for completing the LEP is to be **6 months** following the date of the Gateway determination.

Dated *4<sup>TH</sup>* day of *AUGUST* 2017.

A handwritten signature in black ink that reads 'Karen Armstrong'.

**Karen Armstrong**  
Director  
Sydney Region East  
Planning Services  
Department of Planning and Environment

**Delegate of the Greater Sydney Commission**

**REVIEW OF SUBMISSIONS - PP2017/0003 - Planning Proposal Application - 8 Bevin Avenue, Five Dock - Additional permitted use for the purpose of carparking associated with Canada Bay Club.**

<b>Submission No.</b>	<b>Submitter Name</b>	<b>Submitter Address</b>	<b>Comments</b>	<b>Council Response</b>
1.  Against	M. Lord	2 Bevin Avenue FIVE DOCK NSW 2046	<p>Clarification on the rezoning application</p> <p>Will the Club extend over 4 Bevin Avenue?</p> <p>Extent of proposal and impact on security, noise, privacy and amenity</p> <p>No other objections as long as proposal is isolated to 8 and 10 Bevin Avenue.</p>	<p><i>Clarification on the rezoning application</i> <i>A Planning Proposal is often referred to as a rezoning application even though no rezoning may be proposed, as is the case for this application.</i></p> <p><i>Even though the Planning Proposal document prepared by the applicant refers to 'rezoning', what they are seeking is to add an additional permitted use to the site.</i></p> <p><i>The use of the site as a carpark is not a permissible use within the existing R3 Medium Density Residential zone. Therefore the applicant seeks an additional permitted use on the site for a car park, similar to the additional permitted use already applying to their existing car park.</i></p> <p><i>Extent of proposal and impact 2 Bevin Avenue</i> <i>The applicant initially approached Council seeking feedback on a concept similar to the current application but had also included 4 Bevin Avenue in that concept. The documentation that they had prepared, included an Environmental Investigation for 4, 8 and 10 Bevin Avenue.</i></p>

Submission No.	Submitter Name	Submitter Address	Comments	Council Response
				<p><i>Council advised at that time that it would not support the inclusion of 4 Bevin Avenue in a Planning Proposal, as it would isolate 6 Bevin Avenue. It is noted that 10 Bevin Avenue already has an additional permitted use for a carpark.</i></p> <p><i>The subject application only proposes to add an additional permitted use to 8 Bevin Avenue. No change is proposed to 4 Bevin Avenue. If the applicant were to pursue a change to 4 Bevin Avenue they would have to lodge a separate application which would go through a similar process to the current application, and also be notified.</i></p> <p><i>As the house at 6 Bevin Avenue will be retained, the house at 2 Bevin Avenue will not have a direct interface with the proposed carpark.</i></p>
2.  Against	Head petitioner  P. Sassine  This is a petition with 11 signatures	43 Harris Road FIVE DOCK	Demolition of dwellings at 8 and 10 Bevin Avenue.  Loss of residential character  Relocation of the cul-de-sac  Need for parking spaces	<p><i>Need for parking spaces</i></p> <p><i>In 2010, Council approved alterations and additions to the Club (DA183/2010) that resulted in a shortfall of 2 carparking spaces. The current proposal will ensure that this deficiency is resolved.</i></p> <p><i>Accommodating parking on site is a superior outcome for the local streetscape and amenity</i></p>

Submission No.	Submitter Name	Submitter Address	Comments	Council Response
			<p>Walking and cycle access between Harris Road and William Street must be retained.</p> <p>Cul-de-sac must not be removed entirely.</p> <p>Mature trees at the end of Bevin Avenue must not be damaged or removed.</p>	<p>than parking on street. It also enables on street parking to be utilised by surrounding residents.</p> <p>The parking study has indicated that the existing carpark was at 97% capacity on a Saturday night during the study period. The proposal will provide an additional 40 off street parking spaces to minimise the strain on existing parking.</p> <p>The parking study also indicates that there is an additional demand for on street parking when the demand for off street parking is high, and as such the provision of greater off street parking is likely to improve on street parking availability.</p> <p>The applicant has also committed to providing a Green Travel Plan and Transport Access Guide for consideration with future development applications to assist the Club in reducing reliance on private car usage.</p> <p><i>Loss of residential character</i></p> <p>There was an objection to the demolition of dwellings at 8 and 10 Bevin Avenue, and concern over the loss/erosion of street character to Bevin Avenue.</p> <p>Although the two</p>



Submission No.	Submitter Name	Submitter Address	Comments	Council Response
				<p>                             dwellings on 8 and 10 Bevin Avenue will be removed and the carpark expanded, the Club building itself is not proposed for expansion and cannot expand onto the subject site as the additional permitted use is for a carpark only. It is expected that the proposed carpark will provide valuable off street parking thus minimising the use of on street parking.                         </p> <p>                             It is acknowledged that the demolition of the two dwellings will change the residential character of the street. To minimise this impact this report recommends that any future application for the relocation of the cul-de-sac or construction of the carpark provide a detailed landscape plan addressing issues of streetscape, amenity, privacy, adequate trees and plantings and other relevant issues in the public and private domain. The pedestrian and cycle access, as well as the mature trees are to be retained.                         </p> <p> <i>Relocation of the cul-de-sac</i>                              The submissions supported the retention of the cul-de-sac. Should the cul-de-sac be moved, the submission requested the walking and cycle access between Harris                         </p>

<b>Submission No.</b>	<b>Submitter Name</b>	<b>Submitter Address</b>	<b>Comments</b>	<b>Council Response</b>
				<p>Road and William Street and the mature trees at the end of Bevin Avenue be retained.</p> <p>Whilst relocation of the cul-de-sac and removal of trees do not form part of this Planning Proposal, it is noted that the likely intention of the Club, if the Planning Proposal proceeds, is to discuss relocation of the cul-de-sac with Council's Technical Services and Operations Department.</p> <p>Council's Traffic Engineer had no in principle objection to the planning proposal, however raised some concerns about the configuration of the potential changes to the cul-de-sac and driveway access. The Traffic Team has confirmed that design issues can be resolved in the detailed design process.</p>

**ITEM-3            DEVELOPMENT APPLICATION DETERMINATIONS  
BY THE INDEPENDENT HEARING AND ASSESSMENT  
PANEL AND BY THE STAFF UNDER DELEGATION**

**Department     Planning and Environment**

**Author Initials: NPB**

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**EXECUTIVE SUMMARY**

This report provides Development Application statistical data in accordance with Council's previous resolution of 6 February 2018 on applications received, determined and applications considered by the Canada Bay Independent Hearing and Assessment Panel (CBIHAP) on 29 March 2018 and those to be considered at the meeting of 24 April 2018.

**REPORT**

A report was considered by Council on 6 February 2018 which resulted in a resolution of Council appointing members of the Canada Bay Independent Hearing and Assessment Panel (herein referred to as the CBIHAP). The Council also resolved as follows:-

*THAT a monthly report be submitted to Council detailing all applications and other matters considered and determined by the Canada Bay Independent Hearing and Assessment Panel and all development applications determined by staff under delegated authority.*

The following applications were considered by the first CBIHAP meeting held on 29 March 2018:-

- DA2017/0357 – 78 Majors Bay Road, Concord for alterations and additions to an existing commercial and residential building to include two (2) cafes and four (4) residential units – The CBIHAP approved this DA subject to conditions.
- DA2017/0264 – 195 – 199 Great North Road, Five Dock for demolition of existing structures and construction of a mixed use development comprising a ground floor commercial tenancy and 30 residential units above and to the rear – The CBIHAP deferred this matter to allow the applicant to further amend the proposal to increase the floor level of 2 apartments and to provide cross-sections through these apartments showing their relationship to the street, and to incorporate greater planting adjacent to the East Street boundary.
- REV2017/0003 – 15A Newcastle Street, Five Dock (Section 8.2 Review of a refusal determination) for alterations and additions to the rear of an existing semi-detached dwelling – The CBIHAP approved this application subject to conditions.

The following Development Applications have been determined by staff under delegation since 1 January 2018:-

DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT	DATE DETERMINED & DECISION
DA2016/0316	8/8/2016	11 Arthur Street, Rodd Point	Demolition of existing dwelling and construction of a two storey dwelling with basement parking	Approved 14.12.2017
DA2016/0436	7/11/16	124 Thompson Street, Drummoyne	Demolition of existing dwelling and construction of a new two storey dwelling, outbuilding and front fence	Approved 15/12/17
DA2017/0082	17/3/17	40 Curtin Avenue, Abbotsford	Demolition of existing structures on-site and construction of a two storey attached dual occupancy with strata subdivision	Approved 19/12/17
DA2017/0085	21/3/17	39 Ingham Avenue, Five Dock	Ground floor alterations and first floor addition to existing dwelling and new carport	Approved 15/12/17
DA2017/0108	4/4/17	7 Ramsay Road, Five Dock	Change of use to office for a funeral home	Approved 20/12/17
DA2017/0222	15/6/17	92 Majors Bay Road, Concord	Change of use to a tutoring centre	Approved 18/12/17
DA2017/0263	13/7/17	9 Moala Street, Concord West	Construction of a new outbuilding to rear providing a garage and storage	Approved 18/12/17
DA2017/0355	11/9/17	5 Rider Boulevard Rhodes	Upgrading of New Bicycle Parking	Approved 11/12/17
DA2017/0368	18/9/17	11 Henley Street, Drummoyne	Alterations and additions to existing dwelling	Approved 20/12/17
DA2017/0373	19/9/17	18 Ramsay Road, Five Dock	Construction of a new detached secondary dwelling to the rear yard	Approved 13/12/17
DA2017/0396	3/10/17	563 Great North Road, Abbotsford	Installation of commercial exhaust	Approved 13/12/17
DA2017/0437	27/10/17	1-11 George Street, North Strathfield	Internal alterations to existing tenancy and use of two "Escape Rooms" for Kingpin Bowling Centre	Approved 12/12/17

DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT	DATE DETERMINED & DECISION
DA2017/0449	3/11/17	15 Lyons Road, Drummoyne	Change of use from a newsagency to a boutique pilates and ballet bare exercise studio	Approved 20/12/17
DA2017/0479	21/11/17	4 Shipley Avenue, North Strathfield	Removal of a tree within a Conservation Area	Approved 12/12/17
DA2017/0480	21/11/17	12 Salisbury Street, Concord	Removal of a tree within a conservation area	Approved 12/12/17
DA2017/0484	24/11/17	10 Nullawarra Avenue, Concord West	Construction of a new swimming pool	Approved 21/2/18
DA2017/0491	27/11/17	11 Denning Street, Drummoyne	Tree pruning and removal in a "Heritage Item"	Approved 12/12/17
DA2017/0501	1/12/17	8 Tennyson Road, Concord	Removal of a tree within a Conservation area	Approved 18/12/17
DA2016/0422	27/10/16	1 Deakin Street, Concord	Demolition of existing dwelling and structures and construction of a two storey attached dual occupancy with strata subdivision	Approved 3/1/18
DA2017/0126	13/4/17	33 Mons Street, Russell Lea	Alterations to dwelling and new two storey addition to the rear	Approved 10/1/18
DA2017/0226	19/6/17	18 Lyons Road, Drummoyne	Alterations and additions to existing dwelling	Approved 18/12/17
DA2017/0297	8/8/17	16 Plunkett Street, Drummoyne	Ground floor alterations and first floor addition with new swimming pool	Approved 22/12/17
DA2017/0300	9/8/17	24 Merville Street, Concord West	Demolition of existing structures on site and construction of a two storey attached dual occupancy with strata subdivision and new front fence	Approved 11/1/18
DA2017/0424	23/10/17	26A Heath Street, Concord	Proposed extension to the rear and first floor addition	Approved 22/12/17
DA2017/0438	27/10/17	1-11 George Street, North Strathfield	Fit-out for a Learn To Swim School and associated signage	Approved 22/12/17

DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT	DATE DETERMINED & DECISION
DA2017/0441	27/10/17	97 Patterson Street, Concord	Conversion of existing garage to secondary dwelling	Approved 22/1/18
DA2017/0470	14/11/17	23 College Street, Drummoyne	Reconstruction of a front boundary fence	Approved 3/1/18
DA2017/0484	24/11/17	10 Nullawurra Avenue, Concord West	Construction of a new swimming pool	Approved 21/2/18
DA2016/0492	13/12/16	227-231 Victoria Road, Drummoyne	Demolition of all structures, amalgamation of two existing lots into one lot and construction of a six (6) storey mixed use building containing 18 dwellings, a ground floor commercial tenancy and 27 basement car parking spaces	Approved 19/1/18
DA2017/0026	31/1/17	71 Bouvardia Street, Russell Lea	Minor modifications to carport and dwelling and a new front fence	Approved 24/1/18
DA2017/0267	14/7/17	9 Llewellyn Street, Rhodes	Repairs to existing seal wall and ancillary works for remediation of existing stone wharf	Approved 19/1/18
DA2017/0376	21/9/17	43 Llewellyn Street, Rhodes	Construction of a pergola over rear patio	Approved 22/3/18
DA2017/0388	28/9/17	119 Gipps Street, Drummoyne	Construction of a new carport and a new fence	Approved 16/1/18
DA2017/0023	25/1/17	8-12 Kings Road, Five Dock	Construction of a seniors living development containing 79 self-contained apartments within 2 x 4 storey buildings over basement car parking	Approved JRPP 23/1/18
DA2017/0205	6/6/17	86 Wellbank Street, Concord	Demolition of existing structures on-site and construction of a two storey attached dual occupancy with strata subdivision	Approved 19/2/18
DA2017/0469	14/11/17	7A/104 William Street, Five Dock	Change of use from commercial to a residential unit	Approved 11/1/18

DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT	DATE DETERMINED & DECISION
DA2017/0498	30/11/17	14 Myall Street, Concord West	Alterations and additions to existing dwelling and new front fence	Approved 29/3/18
DA2016/0045	12/2/16	29 The Parade, Russell Lea	Demolition of existing dwelling and construction of a two storey dwelling with basement parking and swimming pool to the rear	Approved 31/1/18
DA2017/0308	14/8/17	6 Rose Avenue, Concord	Demolition of existing structures on site and construction of a two storey attached dual occupancy with strata subdivision	Approved 5/2/18
DA2017/0322	24/8/17	13 Budd Street, Drummoyne	Single storey addition to rear of an existing semi-detached dwelling	Approved 21/3/18
DA2017/0329	29/8/17	30 Gingham Avenue, Five Dock	Replacement of an upper level balcony and a replacement and enlargement of a lower level deck	Approved 14/3/18
DA2017/0461	8/11/17	16 Henley Street, Drummoyne	Alterations and additions to an existing two storey dwelling	Approved 31/1/18
DA2016/0428	1/11/16	17 Noble Street, Rodd Point	Demolition of existing dwelling and construction of a new two storey dwelling with basement	Approved 7/2/18
DA2016/0453	21/11/16	26 Tripod Street, Concord	Demolition of existing dwelling and construction of a two storey dwelling with basement parking and swimming pool	Approved 7/2/18
DA2017/0167	16/5/17	15 Margaret street, Abbotsford	Demolition of existing dwelling and construction of a new two storey dwelling	Approved 6/2/18
DA2017/0261	13/7/17	1 Lyons Road, Drummoyne	Alterations and additions to Unit 4 adjacent to Lyons Road	Approved 7/2/18
DA2017/0483	24/11/17	18 Elizabeth Street, Five Dock	Alterations and additions to rear of existing dwelling inclusive of a	Approved 6/2/18

DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT	DATE DETERMINED & DECISION
			basement level	
DA2017/0511	7/12/17	2 Iandra Street, Concord West	Pruning of a tree within a Conservation Area	Approved 7/2/18
DA2017/0529	18/12/17	1 Rider Boulevard, Rhodes	Signage and internal fit-out	Approved 7/2/18
DA2017/0542	21/12/17	Shop 3, 1 Gauthorpe Street, Rhodes	Installation of two signs for a restaurant	Approved 7/2/18
DA2018/0024	24/1/18	19A Roseby Street, Drummoyne	Fit-out of Shop 211 for use as "Anna Thomas" retail shop	Approved 7/2/18
DA2016/0462	25/11/16	14 Links Avenue, Concord	Demolition of existing structures on site and construction of a two storey attached dual occupancy and strata subdivision	Approved 16/2/18
DA2017/0150	28/4/17	23 Gears Avenue, Drummoyne	Ground floor alterations and first floor addition to existing dwelling with new carport	Approved 19/2/18
DA2017/0278	25/7/17	3 Emily Street, Breakfast Point	Installation of operable roof system and aluminium shutters to balconies of existing dwelling	Approved 15/2/18
DA2017/0314	17/8/17	9 Marlborough Street, Drummoyne	Enclose existing rear deck, and the construction of a new deck at the rear of the dwelling	Approved 19/2/18
DA2017/0361	13/9/17	340 Concord Road, Concord West	Demolition of existing structures and construction of attached dual occupancy with strata subdivision	Approved 15/2/18
DA2017/0391	28/9/17	1P Ian Parade, Concord	Construction of green keepers amenities building	Approved 13/2/18
DA2017/0401	6/10/17	1 Rider Boulevard Rhodes	Change of use into an "Educational Tutoring Service"	Approved 15/2/18
DA2017/0409	11/10/17	3 Lindfield Avenue, concord	Alterations to existing dwelling and first floor addition to the rear	Approved 14/2/18
DA2017/0425	23/10/17	77-105 Victoria Road, Drummoyne	Stratum Subdivision	Approved 15/2/18



DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT	DATE DETERMINED & DECISION
DA2017/0454	7/11/17	17B Tennyson Road, Mortlake	Strata subdivision of previously approved 2 x dual occupancy development	Approved 19/2/18
DA2017/0464	9/11/17	1 Waratah Street, North Strathfield	Proposed secondary dwelling	Approved 13/2/18
DA2016/0312	4/8/16	2 Moala Street, Concord West	Construction of a new two storey building with at-grade carpark in front setback to be used as a childcare centre for 28 children	Approved 20/2/18
DA2017/0246	3/7/17	13 Tait Street, Russell Lea	Construction of a double carport forward of the building line and new front stairs to existing dwelling	Approved 26/2/18
DA2017/0428	25/10/17	5A The Terrace, Abbotsford	Installation of a pergola structure with retractable roof on existing terrace area of dwelling	Approved 28/2/18
DA2017/0485	24/11/17	6 Killoola Street, Concord West	Proposed construction of a new swimming pool	Approved 26/2/18
DA2018/0018	22/1/18	182 Concord Road, North Strathfield	Removal of a tree on a site listed as a Heritage Item	Approved 20/2/18
DA2016/0481	5/12/16	4 Churchill Crescent, Concord	Demolition of existing dwelling and construction of a two storey attached dual occupancy with strata sub-division	Approved 22/2/18
DA2017/0157	8/5/17	18 Nicholas Avenue, Concord	Alterations and additions to existing dwelling	Approved 27/2/18
DA2017/0198	2/6/17	4 Ingham Avenue, Five Dock	Widening of CDC approved garage to allow for a double garage	Approved 27/2/18
DA2017/0423	23/10/17	14 Fortescue Street, Chiswick	Reconstruction of roof form to existing dwelling with lower pitch	Approved 28/2/18
DA2017/0512	7/12/17	33 Henry Street, Five Dock	Installing of a LED school sign at the North East Cnr of the site adjacent to the intersection of Henry and West Street	Approved 28/2/18

DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT	DATE DETERMINED & DECISION
DA2016/0444	11/11/16	31 Hospital Road, Concord West	Demolition of existing dwelling and construction of a two storey attached dual occupancy with strata sub-division	Approved 8/3/18
DA2017/0036	7/2/17	5 Lancelot Street, Five dock	Ground floor alterations and first floor addition to existing dwelling, attic level to existing garage and new swimming pool	Approved 8/3/18
DA2017/0339	7/9/17	20 Excelsior Street, Concord	Alterations and additions to existing dwelling	Approved 12/3/18
DA2017/0497	30/11/17	378 Great North Road, Abbotsford	Pruning of trees from a site containing Heritage Items	Approved 15/3/18
DA2017/0524	14/12/17	1A Mooculta Street	Pergola to rear of dwelling	Approved 15/3/18
DA2018/0007	4/1/18	8 Murralong Avenue, Five Dock	Proposed new carport and enclosure of a verandah	Approved 12/3/18
DA2018/0020	22/1/18	51 Davidson Avenue, Concord	Installation of stepped retaining walls to surround rear yard and regrading of lawn area	Approved 12/3/18
DA2018/0031	2/2/18	80 Bowman Street, Drummoyne	Removal of a tree within a Conservation Area	Approved 15/3/18
DA2018/0034	5/2/18	19A Roseby Street, Drummoyne	Fit-out and use of Shop 73 as "Levi" retail store	Approved 15/3/18
DA2016/0495	14/12/16	70 Day Street, Drummoyne	Construction of a new two storey dwelling with basement parking	Approved 14/3/18
DA2017/0241	28/6/17	40A Renwick Street, Drummoyne	Ground floor alterations and first floor addition to existing dwelling	Approved 15/3/18
DA2017/0331	31/8/17	1 Wilga Street, Concord West	Alterations and additions to existing dwelling and construction of a new dwelling to rear to create a dual occupancy and strata subdivision	Approved 6/3/18
DA2017/0389	28/9/17	163 Cabarita Road, Cabarita	Proposed construction of a timber deck and	Approved 19/3/18

DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT	DATE DETERMINED & DECISION
			metal pergola to rear of existing dwelling	
DA2017/0477	21/11/17	145 Great North Road, Five Dock	Demolition of existing and construction of two storey building with ground floor retail and first floor commercial	Approved 15/3/18
DA2017/0499	30/11/17	133 Great North Road, Five Dock	Signage, fit-out and change of use of the ground floor tenancy at the intersection of Great North Road and Garfield Street as a Real Estate agency	Approved 14/3/18
DA2017/0517	11/12/17	233-237 Victoria Road, Drummoyne	Alterations and additions to existing building and upgrade of signage and site works	Approved 19/3/18
DA2018/0034	5/2/18	19A Roseby Street, Drummoyne	Fit-out and use of Shop 73 as "Levi" retail store	Approved 15/3/18
DA2018/0048	19/2/18	6 Day Street, Drummoyne	Removal of a tree within a Conservation Area	Approved 29/3/18
DA2017/0119	12/4/17	6 Barney Street, Drummoyne	New carport with rear lane access, new in-ground swimming pool and extension of existing rear deck	Approved 22/3/18
DA2017/0268	14/7/17	78 Davidson Avenue, Concord	Construction of a new two storey dwelling	Approved 23/3/18
DA2017/0310	15/8/17	62 Henley Marine Drive, Rodd Point	Demolition of existing structures and construction of a new dwelling house, with basement garage and a swimming pool	Approved 23/3/18
DA2017/0321	24/8/17	29 Flavelle Street, Concord	Proposed construction of a new two storey dwelling	Approved 15/3/18
DA2017/0339	7/9/17	20 Excelsior Street, Concord	Alterations and additions to existing dwelling	Approved 12/3/18
DA2017/0492	28/11/17	40 Addison Avenue, Concord	Ground floor alterations and first floor addition to existing dwelling	Approved 21/3/18
DA2017/0503	5/12/17	97 Queens Road, Five Dock	Incorporation of a café to ground floor	Approved 16/3/18

DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT	DATE DETERMINED & DECISION
DA2017/0530	18/12/17	10 Edwin Street, Mortlake	New three (3) level commercial building, including ground floor for a café and off-street parking over two-storeys and continued use as an indoor recreation facility	Approved 22/3/18
DA2017/0093	22/3/17	60 Renwick Street Drummoyne	Demolition of existing swimming pool, construction of a first floor addition and new garage to the rear	Approved 29/3/18
DA2017/0270	19/7/17	2 Renwick Street, Drummoyne	New double garage and upper level attic to the rear	Approved 28/3/18
DA2017/0447	2/11/17	57 The Drive, Concord West	Alterations and additions to existing dwelling, detached garage and a new swimming pool	Approved 27/3/18
DA2017/0506	6/12/17	96 George Street, North Strathfield	Demolition of existing structures and construction of a new attached dual occupancy	Approved 31/3/18
DA2017/0525	14/12/17	1 Creewood Street, Concord	Demolition of existing swimming pool and installation of a new swimming pool in the same location	Approved 28/3/18
DA2017/0533	19/12/17	11 Mons Street, Russell Lea	Alterations and additions to existing dwelling	Approved 23/3/18
DA2018/0006	4/1/18	45 Coranto Street, Wareemba	Alterations to existing dwelling and first floor addition	Approved 28/3/18
DA2016/0516	22/12/16	41 Brays Road, Concord	Demolition of existing dwelling and construction of a child care centre for 48 children	Refused 13/3/18
DA2017/0251	6/7/17	11 Albion Street, Concord	Demolition of existing dwelling and construction of a new two storey dwelling with basement	Refused 23/3/18

## **ITEMS FOR NEXT CBIHAP MEETING**

As of the date of this report, the following applications are proposed to be referred to the next meeting of the Canada Bay Independent Hearing and Assessment Panel to be held on 24 April 2018. It should be noted that the assessment reports for these matters are yet to be finalised and that not all matters may be finalised in time for the agenda for the CBIHAP meeting of 24 April 2018 to be published on Council's web page by close of business on Tuesday 10 April 2018:-

- DA2017/0304 for No. 4 Stuart Crescent, Drummoyne – Demolition of existing structures and construction of a residential flat building comprising of 20 apartments over two levels of basement parking.
- DA2017/0348 for 19A Roseby Street, Drummoyne (Birkenhead Point Shopping Centre) - Modification to existing car parking area to the north and south side and associated works, installation of a new ticket-less parking system and external modification to built form with associated signage and public domain improvements
- MOD2017/0158 for No. 14 Ian Parade, Concord (the Briars Sports Club) - Proposed extension hours from Friday 10.00am - 12.00 midnight and Saturday 8.30am - 12.00 midnight, to Friday and Saturday 8:30am - 3:00am
- DA2018/0023 for Unit 6/6 St Georges Crescent, Drummoyne - Alterations to existing residential unit and extension to dining room.

## **RECOMMENDATION**

THAT Council note the information contained in this report.

**ITEM-4 ENVIRONMENTAL ADVISORY COMMITTEE REPORT**

**Department Planning and Environment**

**Author Initials: BK**

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**STRATEGIC CONNECTION**

This report supports FuturesPlan20 Outcome area: 2.3.2 Provide opportunities for community involvement in projects directed towards developing a more environmentally sustainable city including achieving a significant reduction in greenhouse gases.

**REPORT**

This report provides Council with the Environmental Advisory Committee Minutes from the meeting held on 22 February 2018.

The Committee's role is to advise and make recommendations on sustainability issues as they relate to Council's operations with a focus on the implementation of and achievement of targets in Council's strategic framework - Futures Plan 20.

The Environmental Advisory Committee seeks Council's endorsement of the attached minutes and the recommendations/actions contained therein.

**RECOMMENDATION**

THAT the minutes of the meeting of the City of Canada Bay Environmental Advisory Committee for 22 February 2018 be received and noted.

Attachments:

1. Environmental Advisory Committee Minutes – 22 February 2018

## Environmental Advisory Committee Agenda

Thursday 22 February 2018 6:30 – 8:30pm

Drummoyne Civic Centre Halliday Room

Dinner Provided at (from 6:30pm)

**Absent:** Antonina Fieni, Roslyn Bean (apologies), Toni Beauchamp (apologies)

**Committee attendance:** Amira Hashemi, Belinda Wilson-Chartres, Charles Jago, Ellen Luo, Grace Kiefer, Jessi Towns, Mitchel Alexander, Stephanie McCann, Tailoi Ling, Zoe Kapetangiannis, Toni Beauchamp

**Council attendance:** Tony McNamara, Belinda Koytz, Petrina Nelson, Ju'eta Amir

**Chair:** Charles Jago

### MINUTES:

#### Announcements/Introductions

Called to order at 6:58pm. Councillor Charles Jago welcomed and thanked the new committee members for attending. Introductions were made around table. Committee in attendance were given a copy each of the Charter, Code of Conduct and the Water for our Community brochure.

#### Council presentation

Belinda Koytz provided the Committee with background information on the Council

#### DISCUSSION:

- Environment Advisory Committee Charter – briefly discussing the purpose, membership, role and administration
- Code of Conduct – briefly discussing general conduct, conflict of interest, personal benefit and confidential information
- Introduction of key Council staff members:
  - **Environmental engineering team:**
    - Petrina Nelson – Acting Park Manager/Civil & Environmental Engineer
    - Andrew Dimitriadis – Civil & Environmental Engineer
    - Daniel Wood – Acting Civil & Environmental Engineer/Building Assets Engineer
  - **Bushcare:**
    - Robert Stevenson – Bushcare Coordinator
    - Lachlan Prentice – Bushcare Team Leader
  - **Environmental team:**
    - Tony McNamara – Director of Planning and Environment
    - Tony Pavlovic – Manager of Health, Building & Environment
    - Sharon Faulkner – Resource Recovery & Waste Management Coordinator
    - Belinda Koytz – Sustainability & Health Projects Coordinator
    - Samantha Bones / Jane Peacock – Senior Sustainability Project Officers (job share)
    - Ju'eta Amir – Sustainability Projects Officer
    - Janet Kruse – Health, Building & Environment Support Officer
    - Anne-Claire Collee – Senior Sustainability Project Officer (Contract)



## Environmental Advisory Committee Agenda

Thursday 22 February 2018 6:30 – 8:30pm

Drummoyne Civic Centre Halliday Room

Dinner Provided at (from 6:30pm)

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Overview of Council projects, programs and targets:

- Environmental policy, strategy and targets
- Environmental education and community engagement – eg. Treading Lightly, Eat Taste Create, Mind our Mangrove, etc.
- Regional environmental programs – Our Living River, Our Energy Future, etc.
- Contaminated land – technical advice, review and management plans
- Resource recovery and waste management – community recycling centre, residential clothing collection, repair café
- Biodiversity – Bushcare volunteer program, Parramatta River Catchment Group, etc.
- Sustainable infrastructure projects – Water for our Community, irrigation and lighting management, water monitoring, Powell’s Creek naturalisation etc.
- 2012-2017 Sustainable City Committee projects – Bagless in the Bay, #BantheBag, advocacy for Cash for Cans, Coffee Cup Project, etc.

COMMITTEE RECOMMENDATION:

THAT Council will distribute presentation to the committee with the minutes.

### Planning workshop

DISCUSSION:

- Each committee member identified 2-3 key environmental issues/concerns in the planning workshop.
- Committee member, Zoe Kapetangiannis, highlighted the importance of creating continuity on some of the projects from last year, eg. coffee cup and single use plastic
- Councillor Jago commented on the importance of not duplicating projects/programs that already exist in Council.

\*Belinda to attach/include planning workshop key priorities draft\*

COMMITTEE RECOMMENDATION:

THAT Council will organise all the key priorities into categories and outline current projects and programs and then send the list to each committee member to vote on which areas should be the focus for this year.

### General business

DISCUSSION:

- Council is testing out a sharing platform for committee members to share information and communicate.
- No objection from committee members to share contact details with other members.

COMMITTEE RECOMMENDATION:

THAT Council will create a sharing platform and invite all members to participate and share contact information with all members.





## **Environmental Advisory Committee Agenda**

Thursday 22 February 2018 6:30 – 8:30pm

Drummoyne Civic Centre Halliday Room

Dinner Provided at (from 6:30pm)

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### **NEXT MEETING**

Thursday, 26 April, 6:30-8:30pm

**MEETING CLOSED AT 8:55pm**



## **ITEM-5           PRECINCT SUPPORT SCHEME FUNDING**

**Department    Planning and Environment**

**Author Initials: TK**

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### **EXECUTIVE SUMMARY**

The NSW Department of Planning and Environment has invited Council to submit applications to the Precinct Support Scheme 2018/19.

This Scheme is open to Councils in NSW with 'Priority Precincts' or 'Growth Areas'. In this respect, Council's Rhodes East Priority Precinct qualifies for the Scheme.

Nominated infrastructure items must be unhindered by complicated land ownership and must not be located on land that is subject to unapproved development applications. In addition, the nominated items must have been publically exhibited for community consultation prior to submission to the Scheme.

A review of local infrastructure items recently publically exhibited in the draft Section 7.11 Local Infrastructure Contribution Plan (formerly known as Section 94) has been undertaken to identify infrastructure items that meet the criteria outlined in the Scheme.

Two infrastructure items suitable for submission to the Scheme have been identified; these being the *River Activation* and the *Uhrs Point Reserve* upgrade. Should Council be successful in receiving funding for one or both infrastructure items, Council will be the delivery agent.

It is recommended that *River Activation* and the *Uhrs Point Reserve Upgrade* be nominated for submission to the Scheme by April 2018 prior to the deadline for funding allocation.

### **STRATEGIC CONNECTION**

This report supports FuturesPlan20 Outcome area:

- SSP1    We will facilitate and protect the environmental, cultural and social value of open spaces and foreshore areas.
- SSP4    We will maintain and enhance streets and open spaces and operate an effective sustainable waste service.
- SSP6    We will enhance our local shopping centres, community spaces and residential streets and the infrastructure required to service them.

TC2 We will develop, enhance and promote walking and cycling facilities in the area.

This report also relates to the draft Rhodes East Priority Precinct Plan released by the NSW Government.

## REPORT

The Department of Planning and Environment has invited the City of Canada Bay Council to submit applications to the Precinct Support Scheme 2018/19.

This opportunity is only available to Councils in NSW with 'Priority Precincts' or 'Growth Areas'. In this respect, Council's Rhodes East Priority Precinct qualifies for the Scheme.

The purpose of the Precinct Support Scheme (the Scheme) is to provide funding to Councils for local infrastructure items valued up to \$5 million, which are likely to be delivered within the short to medium term (1 - 5 years).

It is essential that the nominated projects are unhindered by complicated land ownership and are not located on land that is subject to unapproved development applications. In addition, the nominated project must have been publically exhibited for community consultation prior to submission to the Scheme.

The Scheme offers up to a total of \$5 million to each Council with a successful application. However, the Department of Planning and Environment has indicated to the City of Canada Bay that Council may choose to submit more than one infrastructure item to the Scheme.

A review of the draft Rhodes East local infrastructure items publically exhibited in the updated draft Section 7.11 Local Infrastructure Contributions Plan (formerly known as Section 94) in late 2017 has been undertaken. Items in the Section 7.11 Plan reflect the forecasted needs of the current and future community and were workshopped and presented to Council prior to inclusion.

The table below summarises infrastructure items that are identified as either 'suitable' or 'partly suitable' for nomination to the Scheme. All 'unsuitable' items have been omitted from the table.

It is recommended that Council submit an application to the Scheme for **two** infrastructure items identified as '**suitable**' below.

Item	What it entails	Indicative Construction Cost	Criteria	Meets Scheme Criteria
<b>Uhrs Point Reserve</b>	Upgrades to the open space; planting, launch ramp, new onsite rain water detention facilities, integration of access path to Concord Road underpass	\$3,000,000 Construction component only	Timeframe: Short to Medium Land Ownership: Council managed Affected by DAs: No Affected by Rezoning: No	✓ <b>Suitable</b>
McIlwaine Park Upgrade	Upgrade works plus allowance to reconfigure existing car park due to new landbridge, sea wall improvement	\$1,605,400 Construction component only	Timeframe: Medium Land Ownership: Council managed Affected by DAs: No Affected by Rezoning: Yes	Partly Suitable <i>This project is affected by the potential new landbridge ramp/stairslan ding in the park. The design of the landing needs to be integrated into the design of the park upgrade</i>
<b>River Activation</b>	Active uses in Brays Bay; including a pier into the bay for kayaking, canoeing, paddling, long term potential for river swimming subject to 2 years water/sediment testing. The immediate area adjacent to the foreshore will also be improved with high quality landscaping.	\$5,000,000 Construction component only	Timeframe: Short to Medium Land Ownership: Sydney Harbour Foreshore Affected by DAs: No Affected by Rezoning: No	✓ <b>Suitable</b>
Rhodes East Community	Multipurpose facility collocating community	\$6,500,000 Construction	Timeframe: Medium to	Partly Suitable

<b>Item</b>	<b>What it entails</b>	<b>Indicative Construction Cost</b>	<b>Criteria</b>	<b>Meets Scheme Criteria</b>
Centre	services. Retain one function/hall space	component only	Long Land Ownership: Council managed Affected by DAs: No Affected by Rezoning: Yes	<i>This project will require a Council decision on the location of the future community facility, and any integration of the facility with other uses such as affordable housing, recycled water plant or the like. This decision is implicated by a number of other projects/ opportunities</i>
Blaxland Road	Upgrades to create a Commuter Street, including surface treatments, in ground works, pavements planting, rain gardens and street furniture	\$4,550,000 Construction component only	Timeframe: Medium Land Ownership: Council managed Affected by DAs: No Affected by Rezoning: Yes	Partly Suitable  <i>This project should only commence after the majority of the developments along Blaxland Road has completed construction</i>

## **Two ‘Suitable’ Infrastructure Projects**

Whilst the two ‘suitable’ infrastructure projects identified above have some relationship with the Rhodes East Plan, they are able to proceed independently of the Rhodes East Plan, as they are existing public open spaces that currently serve the community, and an upgrade will only further enhance that provision.

### **Uhrs Point Reserve Landscaping Upgrade**

This project upgrades the Uhrs Point Reserve open space near the Leeds Street foreshore. The reserve is managed by Council and houses the Sea

Scouts Hall (building not under Council management) and the Dragon Boat Association building structure (owned by Council).

The landscaping work would include new plantings, an upgraded launch ramp for the dragon boaters and new onsite rain water detention facilities. It is also proposed that the approach to the pedestrian and cycling link underneath Concord Road be upgraded. Improvements to this open space would be conducive to creating the envisioned water access, where possible, along Leeds Street foreshore.

The works are able to be undertaken independent of Rhodes East rezoning.

### **River Activation and Foreshore Upgrade**

This infrastructure project includes:

- Upgrades to landscaping immediately adjacent the foreshore (within 15-20 metres of the foreshore line);
- Construction of a jetty or water-sport launch facilities in Brays Bay;
- Investigation to determine the appropriateness for river swimming in the long term; and
- Any other more immediate infrastructure to support water activities.

This project can be undertaken without being affected by the potential Rhodes East Rezoning.

In particular, the works will encourage walking along the foreshore and opportunities for water based sports such as canoeing, kayaking and paddle boarding. These works align well with the Rhodes East Plan that seeks to support the active and passive recreational needs of the local community, through upgrading and expanding existing open space infrastructure.

Swimming in Brays Bay as part of the Parramatta River is a long term vision. Whilst early testing of river-water quality in Brays Bay has shown the river water does *not* contain any harmful substance, Council is yet to test the river bed sedimentation.

For this reason, river swimming should not proceed until sedimentation analysis work is complete and investigation is undertaken. Currently the Parramatta River Catchment Group (PRCG), of which Council is a member, has nominated Brays Bay as one of a number of Parramatta River sites that they are undertaking river sediment testing on for a period of two years.

The PRCG has also recently undertaken high level master planning for Brays Bay/McIlwaine Park, to illustrate how upgrade works could take place in the bay and the park. The indicative illustration shows how improved community access to passive and active recreation can be achieved across the entire park. It should be noted however, the scope of works for the River Activation project would be limited to the area immediately adjacent (15m-20m) to the foreshore only. The indicative sketch is at **Attachment A**.

In the earlier stages of Rhodes East planning, the potential of an ‘in-situ constructed pool’ was investigated. However, due to the uncertainty around Council’s commitment to the long term maintenance of a permanent piece of infrastructure, a ‘natural river swimming’ facility was put forward for public consultation instead.

A natural river water swimming facility would be similar to Council’s existing natural swimming area at Chiswick Bath. Council maintenance of this facility includes removing shellfish from the river banks as required, maintenance of the net, providing updates on river safety and quality, and more recently Council installed an outdoor shower facility at this site. Natural swimming baths are much less onerous on Council’s resources than permanent pools, whilst adding precious active open space to a densely populated peninsula.

### **Funding Proposal**

It is proposed that funding be sought for both the detailed design stage and the construction stage of the projects. The following funding components are proposed to be put forward in the submission to the Scheme:

#### **Uhrs Point Reserve Upgrade**

##### Funding sought through the Precinct Support Scheme

Engineering Survey	\$40,000
Public Domain Civil Design	\$60,000
Landscape Design	\$30,000
Street Lighting Design	\$50,000
Environmental Management Plan	\$70,000
Contamination Management	\$150,000
<i>Construction</i>	<i>\$3,000,000</i>
Contingency 20%	\$320,000
<b><i>Total to be funded by Scheme</i></b>	<b><i>\$3,720,000+GST</i></b>

##### Funding by Council

Administration	\$30,000
Civil Project Management	\$100,000
DA and Approval Processing	\$30,000
Public Consultations	\$30,000

Tender Management	\$20,000
Operations & Maintenance (4 years)	\$120,000
<i>TOTAL to be funded by Council</i>	<i>\$330,000+GST</i>
<hr/>	
<b>TOTAL</b> estimated cost of project funded by the Scheme and by Council	\$4,050,000+GST

### **River Activation and Foreshore Upgrade**

#### Funding sought through the Precinct Support Scheme

Hydrographic Survey	\$25,000
Engineering Survey	\$50,000
Public Domain Civil Design	\$100,000
River swimming investigation and design	\$50,000
Landscape Design	\$50,000
Street Lighting Design	\$50,000
Environmental Management Plan	\$100,000
Contamination Management	\$300,000
<i>Construction</i>	<i>\$5,000,000</i>
Contingency 20%	\$ 845,000
<i>TOTAL to be funded by Scheme</i>	<i>\$6,570,000+GST</i>

#### Funding by Council

Administration	\$30,000
Civil Project Management	\$200,000
DA and Approval Processing	\$30,000
Public Consultations	\$30,000
Tender Management	\$100,000
Operations & Maintenance (4 years)	\$300,000
<i>TOTAL to be funded by Council</i>	<i>\$690,000+GST</i>

<hr/>	
<b>TOTAL</b> estimated cost of project funded by the Scheme and by Council	\$7,260,000

### **Timing**

Applications to the Scheme need to be submitted by April 2018 to the Department of Planning and Environment. Should Council be successfully funded for one or both infrastructure items, the delivery of the infrastructure will be undertaken by Council under delegation to the General Manager.

### **FINANCIAL IMPACT**

Should the infrastructure item/s be successfully funded by the NSW Government, Council will absorb the projects into its capital works list and make provision for



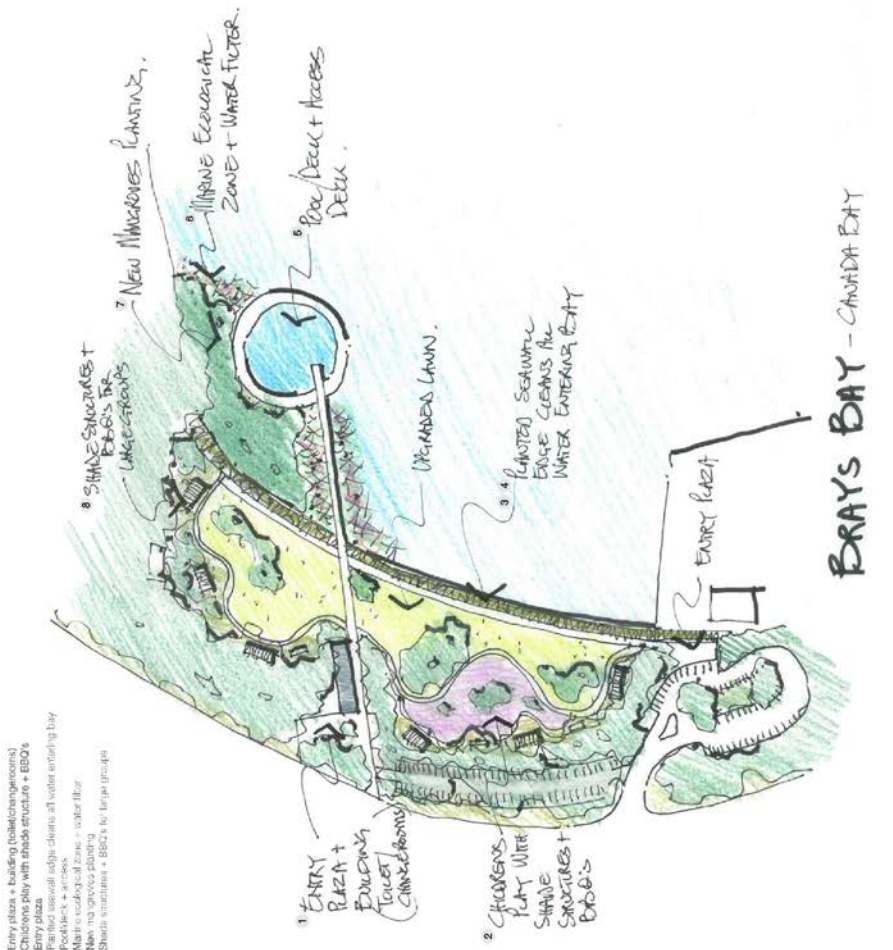
the project management commitment incurred by Council in order to carry out the design and construction of the item/s.

### **RECOMMENDATION**

1. THAT the infrastructure upgrades for the items related to *River Activation* and *Uhrs Point Reserve* be nominated for funding through the Precinct Support Scheme.
2. THAT should only one item be successfully funded by the NSW Government, the *River Activation* item be prioritised above the *Uhrs Point Reserve* item.

#### Attachments:

1. Parramatta River Catchment Group Brays Bay River Activation Sketch



1. Entry plaza + building (shade/change rooms)
2. Childrens play with shade structure + BBQ's
3. Entry plaza + small edge clearing all vector artwork by bay
4. Food deck + access
5. Marine ecological zone + water filter
6. New micro microbes lawn
7. New micro microbes lawn
8. Shade structures + BBQ's for large groups

Sheet Title  
**Natural Pool Option**

Sheet No.  
**04**

Rev

By/Checked  
 Date

Scale & Orientation  
**1:1000 @ A1**

Revision Log

Rev  
 Revision Description

Project No. Proj No.  
**Brays Bay**

Address  
**Connect Road**

Phase  
**Sketch Design**

Client  
**Parimatta River Catchment Group**

**MCOREGOR**  
**COVALL**

McGregor Group Pty Ltd (A/CN/BE/SA/SP)  
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**ITEM-6            RENEWABLE ENERGY POWER PURCHASE  
AGREEMENT**

**Department    Planning and Environment**

**Author Initials: BK**

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**EXECUTIVE SUMMARY**

This report provides an update and recommendations in relation to the SSROC Renewable Energy Power Purchase Agreement (PPA).

**STRATEGIC CONNECTION**

This report supports FuturesPlan20 Outcome area:  
SSP3 We will inspire residents and business to be environmentally sustainable.

This report also relates to Councils Environmental Strategy and Renewable Energy Masterplan.

**REPORT**

SSROC has been negotiating a PPA on behalf of its member Councils. Market testing in October 2017 demonstrated a strong financial case for a renewables PPA. Subsequently SSROC released a Request for Tender (RFT) in November 2017. SSROC could not accept any of the tenders as they didn't receive a retail offer with the PPA submissions.

Market sounding meetings were subsequently held with organisations from different sections of the renewable energy market to better inform the process.

During the market sounding process, SSROC has been able to encourage innovation by getting the market to reconsider their offerings to match the needs and requirements of local government. It was agreed to re-issue the RFT to a selective group of renewable energy providers. This latest RFT was issued on 21 March 2018 and closes 9 April 2018.

The objective of this PPA tender is to have a contract with a retailer to provide total Council electricity needs from renewable and non-renewable sources from 1 July 2019.

The term of the renewable electricity supply is expected to be 10 years. The non-renewable component has been requested to be a maximum of 3 years to enable successive market testing and repricing of the non-renewables component.

The tender encourages renewable energy projects that can scale up over time, thereby allowing councils to progressively increase their renewables component to meet targets.

There are now eighteen Councils participating in the SSROC PPA project. Each Council has been asked to nominate an initial percentage of their total energy load to be supplied by the 1<sup>st</sup> PPA, with the majority of Councils opting for 20% (with the option to scale up over time).

This report recommends that City of Canada Bay Council commence with 20% renewable energy through the SSROC PPA considering the following points:

- The tender has been written to allow Councils to scale up their percentage of renewables progressively over time and Council has expressed an interest in increasing.
- It provides an opportunity to test the PPA approach.
- It will assist Council in meeting its renewable energy target to 'Replace 30% of traditional energy supply with alternative renewable sources by 2030'

The PPA tender closes 9<sup>th</sup> April 2018. Evaluation of Best and Final Price will occur up until 23 April. Prices are only held for 48 hours and will require the General Manager to process and execute a contract with the Recommended Tenderer in the week of the 23 April 2018.

## **Background**

City of Canada Bay Council participated in the eight council SSROC Renewable Energy Master Plan (2013) project. City of Canada Bay Council continues to work with SSROC to implement the master plan. A significant action under this Master Plan was the joint procurement of renewable energy.

At a Council meeting on Tuesday, 14<sup>th</sup> December 2014, Council resolved to adopt the Environmental Strategy which included a target to 'Replace 30% of traditional energy supply with alternative renewable sources by 2030'. This target was directly related to the Renewable Energy Masterplan reports which were noted by Council at the meeting on Tuesday 21 March 2013 and Tuesday 26 November 2013 which supported the development of the regional masterplan and subsequent action plan. (SSROC)

In 2017, SSROC commenced a project for joint procurement of renewable energy via a Power Purchase Agreement (PPA). A PPA is a contract between an electricity buyer and an electricity generator.

PPAs are gaining momentum in Australia and driving new investment in renewable energy projects. Organisations are using PPAs as a strategy to reduce exposure to a volatile electricity market, lower costs and meet greenhouse gas emissions targets.

**RECOMMENDATION**

THAT Council note the report and procure an initial 20% renewable energy through the SSROC Renewable Energy Power Purchase Agreement (PPA) noting the opportunity to scale up over time.

**ITEM-7            AMENDMENT TO THE COMPLIANCE &  
                         ENFORCEMENT POLICY**

**Department     Planning and Environment**

**Author Initials: TP**

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**EXECUTIVE SUMMARY**

Councils *Compliance and Enforcement Policy* was adopted at the General Council meeting on 6 December, 2016. The policy has been amended to include information regarding evidence gathering techniques to capture a growing trend toward using closed circuit television cameras (CCTV) to gather evidence either for Council related matters or to assist other government agencies such as the NSW Police Service.

**STRATEGIC CONNECTION**

This report supports FuturesPlan20 Outcome area:  
IE4     We will be innovative and apply good governance to meet community expectations and legislative obligations.

**REPORT**

Councils *Compliance and Enforcement Policy* was adopted at the General Council meeting on 6 December, 2016. The policy continues to reflect best practise and remains consistent with the principles outlined within the NSW Ombudsman model Enforcement Policy.

The policy has been updated to include information regarding evidence gathering techniques to capture a growing trend toward using CCTV to gather evidence either for Council related matters or to assist other government agencies such as the NSW Police Service.

**FINANCIAL IMPACT**

No financial impact

**RECOMMENDATION**

THAT Council adopts the amendments to the Compliance and Enforcement Policy.

Attachments:

1. Compliance and Enforcement Policy

PLANNING &  
ENVIRONMENT

## COMPLIANCE & ENFORCEMENT POLICY

Date of adoption: 6/12/2016

Effective date: 6/12/2016

Compliance & Enforcement Policy

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Compliance & Enforcement Policy

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Compliance & Enforcement Policy

## 1. Introduction

This policy is intended to provide clarity to the relevant stakeholders including Council staff, the public and customers in relation to the procedures to be implemented when dealing with matters of enforcement relating to activities within the Canada Bay Local Government area.

For simplicity, this policy refers to both an act and/or an omission by an alleged offender as 'unlawful activity'.

This policy distinguishes between a 'report alleging unlawful activity' and a 'complaint'.

For the purposes of this policy: "a report alleging unlawful activity" is where an entity draws Council's attention to an alleged unlawful activity, or they request attention from Council about such matters and that Council considers that a response or resolution to a report alleging unlawful activity is explicitly or implicitly expected by the entity, or may be legally required.

"A complaint" is where an individual expresses dissatisfaction about Council services, staff or the handling of a complaint. Therefore, a complaint may arise where an individual claims that Council staff have failed to take action in relation to a report alleging unlawful activity. A complaint will be recorded separately and responded to in accordance with Council's complaints management policy and procedures.

## 2. Purpose and scope

This policy provides information to all internal and external stakeholders and interested parties about Council's procedures in relation to compliance and enforcement matters in the local government area.

It also provides guidance for consistency and transparency in decision making, and to facilitate a proportional approach to compliance and enforcement decisions. It is also intended to assist Council staff to act confidently, effectively and consistently in response to allegations of unlawful activity.

This policy outlines matters to be considered at the various stages of the enforcement process from the receipt and investigation of reports alleging unlawful activity, through to what action will be undertaken and whether it is appropriate to commence criminal or civil proceedings.

In certain circumstances Council will have shared enforcement responsibilities with other regulatory authorities. This policy seeks out a collaborative and cooperative approach to such circumstances. Advice and guidance is also provided on the role of Council in building and construction compliance matters where there is a private certifier, and under what circumstance elected Councillors may become involved in enforcement.

Council Officers may exercise discretion in the use of certain aspects of this policy upon appropriate consideration of all relevant facts to ensure that the best interests of the community are served.

## 3. Organisational approach

Council as an organisation is charged with the responsibility of representing the community with the aim of maintaining high standards of health, welfare and safety. In this regard, compliance and enforcement are necessary:

- to prevent or minimize harm to health, welfare, safety of people, property or the environment
- to protect the safety and amenity of residents and visitors to the area
- to promote the collective good, and welfare of the community or the public interest
- to promote ecological sustainability
- to manage risks
- to promote confidence in the dealings the community have with Council.

Compliance & Enforcement Policy

## 4. Definitions

The following are the definitions of key terms in this policy:

### Complaint

A complaint is an expression of dissatisfaction made about Council service in the handling of a complaint, where the complainant believes a response or resolution is explicitly or implicitly expected or legally required.

For the purposes of this policy, a complaint does not include:

- a report alleging unlawful activity (see definition below)
- a request for information about a Council policy or procedure
- a request for an explanation of actions taken by Council
- a request for internal review of a Council decision.

### Enforcement

Action taken in response to contraventions of laws whether deliberate or not.

### Regulation

Using a variety of methods to influence and change behaviour to achieve the goals of an Act, Regulation or other statutory instrument administered by Council.

### Report alleging unlawful activity

A genuine communication requesting assistance in relation to alleged unlawful activity.

### Unlawful activity

Any activity (including building work) that has been or is being carried out contrary to the following:

- terms or conditions of a development consent, approval, permit or licence
- an environmental planning instrument that regulates the activities or work that can be carried out on particular land
- a legislative provision regulating a particular activity or work.

### Exempt Development

Development or building work that is otherwise allowed without the approval of Council.

## 5. Policy objectives

The intent of this policy is to establish clear guidelines and protocols for Council officers in the management of Council's regulatory activities, together with guidance for the community as to the process involved relating to regulatory enforcement.

It provides direction on:

- responding to reports alleging unlawful activity
- assessing whether reports alleging unlawful activity require investigation
- assessing the priority of an allegation
- deciding on whether enforcement action is warranted
- options for dealing with confirmed cases of unlawful activity
- taking legal action
- enforcement responsibilities that involve other Authorities

The policy also provides guidance on:

- the role of the Principal Certifying Authority and
- the circumstances in which Councillors are involved in enforcement.

Compliance & Enforcement Policy

## 6. Application

This policy applies to Councils regulatory responsibilities including, but not limited to:

- development and building control (refer to appendix 2)
- pollution control
- environmental health
- public health and safety
- noxious weeds
- water and sewer matters
- septic systems
- control over animals (refer to appendix 4)
- food safety
- fire safety
- tree preservation
- infringement review panel (refer to appendix 3)
- parking (also refer to Councils Parking & Enforcement Guidelines)

Appendix 1 provides additional information on Council department areas of responsibility.

**Council's internal Parking Enforcement Guidelines address parking enforcement matters separately to this policy.**

Appendix 5 provides additional information regarding Council's free parking agreements for parking enforcement on private land.

## 7. Compliance and enforcement principles

The following are the principles that guide Council actions relating to compliance and enforcement:

- acting in the best interests of public health, safety and the environment.
- ensuring accountability and transparency for investigation and decisions.
- endeavouring to act fairly and impartially and without bias or unlawful discrimination.
- providing information about compliance and enforcement priorities and reasons for decisions to improve understanding by the regulated community.
- ensuring meaningful reasons for decisions are given to all relevant parties.
- Investigating complaints or concerns about the conduct of Council in accordance with Council's complaints management policy and procedures.
- advising people and organisations subject to enforcement action of any avenues available to seek an internal or external review of a decision of Council.
- a consistent approach in compliance and enforcement.
- ensuring the level of enforcement action is proportionate to the level of risk and seriousness of the breach.
- deter future unlawful activity.
- ensuring investigations and responses to alleged unlawful activity is timely.
- Accepting the withdrawal of a complaint at no cost where the matter has not escalated.

## 8. Responsibility

Council may be made aware of alleged unlawful activity from members of the public, contact from other government agencies and information gathered by its officers during the course of their normal duties.

All Council officers who are authorized to investigate alleged unlawful activity are responsible for implementing this policy. Council staff are also responsible for ensuring that any other possible unlawful activity observed as a result of an inspection, proactive enforcement or in the course of their normal duty is brought to the attention of the appropriate jurisdiction within Council.

Appendix 1 provides additional information on Council departments and areas of responsibility.

#### Compliance & Enforcement Policy

Council staff are required to:

- treat the community with courtesy and respect.
- communicate with all relevant parties and provide feedback on the progress of an investigation without jeopardising or compromising the integrity of the investigation.
- make full and proper records in relation to investigation of alleged unlawful activity, including reasons for any decisions.
- inform all relevant parties of the outcome of the investigations and the reasons for decisions where requested.
- provide information to all relevant parties about any avenues to seek an internal or external review of a decision.

## 9. Responding to concerns about unlawful activity

### 9.1 How reports alleging unlawful activity will be dealt with by Council

Council will record and assess every submission or reporting of alleged unlawful activity.

Council will respond to every submission unless the person raising the matter has indicated they do not wish to receive a response about Council's handling of the matter, or the submission is anonymous.

When dealing with reports alleging unlawful activity Council will generally:

- maintain the collective good and welfare of the community.
- prevent or minimise harm to health, welfare, safety, property or the environment.
- consider the broader public interest having regard to Council's Management Plan/Futures Plan 20.
- consider the report fairly and impartially.

Not all submissions will sustain an investigation. A preliminary assessment of all matters will be made to determine the veracity of the allegation, and whether investigation or other action is or is not required.

An investigation of alleged unlawful activity may require significant resources, particularly where the issues are complex. If Council decides to investigate, the investigating officer will give the person(s) or organisation who reported the alleged unlawful activity feedback on the progress of the investigation. This does not mean that the individual can expect to be given details about every aspect of the investigation or information that would compromise the integrity of the investigation.

Decisions as to whether an allegation of unlawful activity should be investigated or acted upon will depend on the circumstances of the individual situation and the overall harm caused by the unlawful activity. Council will always strive to resolve the matter in the most efficient and cost effective manner without compromising the statutory obligations to uphold the law.

Council staff will endeavour to manage the expectations of people who report alleged unlawful activity, and in particular explain that where there is an absence of sufficient evidence of unlawful activity. Council may be unable to take further action. They will also explain that Council must balance the resources to be expended on an action against the public and the benefit of such action. If Council is unable to fully investigate or take action on a matter because it is restricted by any legal or resource limitations this will be explained to the individual.

### 9.2 Confidentiality of people who report allegations of unlawful activity

People who report allegations of unlawful activity must understand that their identities may not remain confidential from the subject of their report in all circumstances. Council may be unable to maintain confidentiality in cases where:

- the disclosure is essential to pursue the matter.
- their identity has already been disclosed directly or in a publicly available document.

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- the individual was consulted following receipt of a Government Information (Public Access) Act 2009 application and did not object to the disclosure.
- the individual consents in writing to their identity being disclosed.
- the disclosure is required to comply with principles of procedural fairness.
- the matter proceeds to court.
- their identity is surmised by the nature of the report.

Council will take seriously any concerns an individual may have about their physical safety being endangered as a result of making a report.

#### 9.3 What Council expects from customers who report allegations of unlawful activity

Council expects that people who report allegations of unlawful activity will do so truthfully and cooperate and act in good faith in respect of any investigations conducted by Council. This includes:

- Providing a clear description of the breach.
- Disclosing relevant information to Council, including any additional information about the alleged activity that may become known to the person following the making of their initial report.
- Not providing false or misleading information.
- Assist Council by providing as much information as possible in relation to any allegation.
- Failure to assist Council with the above may compromise Council's ability to properly investigate a matter and may result in Council concluding its investigation.
- Disclosing any existing personal disputes or disharmony.

Any unreasonable conduct will be dealt with in accordance with the principles of the NSW Ombudsman's Managing Unreasonable Complainant Conduct Manual and Council's Complaint Handling Policy.

#### 9.4 What customers can expect from Council staff

Council will make every effort to investigate an allegation within the following timeframes:

- Urgent and life threatening matters will be actioned as a matter of priority following receipt of the complaint. Examples include unsafe building works, collapsed building/wall, food safety issues and public health and safety matters etc. As a guide these matters should be investigated on the day of receipt of the complaint.
- General compliance matters will be dealt with on a priority basis having regard to the relative seriousness of the matter and resources available. Examples include works not in accordance with consent or construction without consent, illegal use, noise and food complaints.
- Action for nuisance matters should commence within 3-5 working days; examples include domestic noise matters, minor non-compliance such as overgrown land or other matters in which there are no likely immediate health, safety or property damage implications.

Customers who report alleged unlawful activity, as well as individuals or businesses that are subject to investigation and any enforcement action, can expect that Council staff will:

- treat them with courtesy and respect.
- advise them of the outcome of the investigation, including an explanation of the reasons why that outcome was considered to be appropriate in the circumstances.
- clearly explain decisions in appropriate terms.
- provide information about any relevant internal and external appeal processes that may be available.
- carefully assess any new information provided by any party after a decision has been made and advise whether a review can be undertaken.

#### 9.5 Complaints about Council's enforcement actions

Any complaints about Council's handling of reports alleging unlawful activity will be handled in accordance with Council's Complaint Handling Policy.

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Where a person or organisation subject to enforcement action merely disputes Council's decision to take enforcement against them, they will be directed to the relevant review/ appeal processes.

Complaints about the conduct of officers will be investigated in accordance with Council's Complaint Handling Policy and/or Code of Conduct Policy.

#### 9.6 Anonymous reports

Anonymous reports will be recorded and assessed in accordance with the above requirements. Because it is not possible to seek clarification or additional information about an allegation, it may be more difficult to evaluate the information and therefore Council's ability to properly investigate the matter may be compromised and possibly terminated.

#### 9.7 Unlawful activity outside business hours

Council may receive reports about matters such as offensive noise and failure to comply with limitations on hours of operation outside normal hours of operation. Such matters will be assessed on the basis of risk of harm to health, welfare, safety, property or the environment or it is otherwise in the public interest to take such action at the time of the allegation.

Further, Council recognizes in some instances that dispensation may be applied for breaches of limitations of hours and therefore those matters will be considered on a case-by-case basis. Examples include applications for concrete pours that run overtime on development sites, emergency works and organized events. Dispensation will be applied by the relevant manager and will be appropriately recorded in Council's systems. Such matters will be for a short duration and any ongoing departure must be subject to formal approval.

#### 9.8 Neighbour disputes

Council will at times receive reports from customers involved in neighbourhood disputes but only where the matter is such that it is a regulatory breach. When a dispute between two neighbours is considered a civil matter, Council will often have no authority to resolve the issue in dispute. Some allegations will raise several matters, some of which may require Council's involvement and some of which will be private to the parties.

Council staff will assess such reports to determine whether there is evidence of unlawful activity requiring action by Council. Care will be taken to explain which aspects of a report Council can deal with and those it cannot. Customers will be provided with information about how to resolve neighbour disputes including referral to LawAccess NSW and Community Justice Centres.

### 10. Investigating alleged unlawful activity

An assessment of all allegations will be made to determine whether investigation or other action is required. Council will prioritise matters on the basis of risk to public safety, health, environment and potential property damage. Not all reports alleging unlawful activity will justify investigation.

If there is insufficient information in the allegation to undertake an assessment, further information may need to be sought.

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The processes Council use when investigating incidents of alleged unlawful activity are:

- determine the veracity/bona-fides of the allegation.
- identify the offender.
- assess and determine if there has been a contravention of law, policy or standards.
- gather evidence to the required standard to support any required enforcement action.
- decide what action is necessary to negate the possibility of a reoccurrence of similar incidents.

### 11. Gathering of evidence

Council will gather an appropriate amount of evidence to prove or disprove the elements of a particular offence or matter. To enable further action to be taken the evidence gathered must be sufficient to allow council to proceed in accordance with the options outlined within section 12 of the policy. It is therefore prudent for officers to ensure that sufficient evidence has been gathered to defend a matter.

A range of techniques can be employed to gather evidence including taking photographs and videos, direct deployment of CCTV cameras, witness statements, samples and measurements, seek expert opinion, formal interviews, note taking and collecting documentation relevant to the investigation.

The use of CCTV cameras in public places will be undertaken in accordance with the NSW policy statement and guidelines for the establishment and implementation of closed circuit television (CCTV) in public places. Footage obtained from CCTV cameras may be forwarded to other government agencies to assist with the investigation & prosecution of matters.

#### Circumstances where no action will be taken

Council may take no further action if, following an investigation, it is identified that:

- Council is not the appropriate authority to take action on the issues raised in which case Council may bring the matter to the attention of the appropriate authority or provide information and contact details to the customer. For example NSW WorkCover for workplace safety matters and Community Justice Centres NSW for personal disputes.
- the report relates substantially to a matter previously investigated by Council and no new or compelling information is presented which would cause Council to change its earlier decision. In this case, no further action will be taken.
- the allegations relate to a lawful activity (e.g. where there is an existing approval or the activity is permissible without Council approval or consent being required) e.g. Exempt Development
- the allegation is not supported with satisfactory information/evidence ie has no substance.
- Council determines that investigation or other action would create an unjustifiable burden on Council resources and/or is unlikely to achieve an outcome.
- the allegation is anonymous or otherwise and insufficient information is provided to justify an investigation/ action.
- the report is unjustified as it relates to some unfinished aspect of activity that is still in progress.
- the activity or work is permissible either with or without consent e.g. Exempt Development.

#### Relevant factors guiding decisions as to whether to take action

When deciding whether to take action following an investigation, Council will consider a range of factors including whether:

- the activity is having a significant detrimental effect on structures on adjoining lots, Councils infrastructure, the natural or built environment or it constitutes a risk to public health and safety.
- much time has elapsed since the events the subject of the report took place.
- another body is a more appropriate agency to investigate and deal with the matter.



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- it appears there is a pattern of conduct or evidence of a possible wide spread problem
- the person or organisation reported has been the subject of previous reports or action.
- the report raises matters of special significance in terms of the Council's existing priorities.
- there are significant resource implications in relation to an investigation and any subsequent enforcement action.
- it is in the public interest to investigate the report and take action.

The above are factors for Council to consider and weigh in making a determination to take action. Council staff will be guided in their use of discretion by these considerations and may decide to take action based on these and other factors.

Any decision not to follow through with an investigation of an allegation of unlawful activity will be recorded and the reasons for that decision clearly stated in accordance with this policy.

## 12. Taking enforcement action

When deciding whether to take enforcement action in relation to an allegation of unlawful activity, Council will consider the circumstances and facts of the matter and the public interest. The following considerations will assist Council in determining the most appropriate response in the public interest:

#### Considerations about the alleged offence and impact

- the nature, extent and severity of the unlawful activity.
- the harm or potential harm to the environment, public health, safety, amenity or property damage caused by the unlawful activity.
- the seriousness of the breach, and whether the breach is merely technical, inconsequential or minor in nature.
- the time period that has lapsed since the date of the unlawful activity and whether Council is statute barred.
- whether the breach was unavoidable to avert a more significant health and safety or environmental situation.

#### Considerations about the alleged offender

- whether there were any prior warnings, instructions or advice issued to the person or organisation reported or previous enforcement action taken against them.
- whether the activity is continuing despite instructions to cease.
- whether the offence was committed with intent or malice.
- whether the person or organisation reported has been proactive in the resolution of the matter and assisted with any Council investigations and directions.
- any mitigating or aggravating actions by the alleged offender.
- any particular circumstances of mental impairment affecting the person.

#### Considerations about the impact of any enforcement action

- the need to deter any future unlawful activity.
- whether the outcome is proportionate and reasonable in response to the unlawful activity.
- whether Council is prevented from taking action based on earlier advice given, i.e. whether an estoppel situation has been created.
- whether the action would have dire health, environmental or financial hardship.

#### Considerations about the potential for remedy

- whether the breach can be easily remedied.
- whether an educative approach would be more appropriate than a punitive approach in resolving the matter.
- the prospect of success if the proposed enforcement action was challenged in court.
- whether it is likely consent would have been given for the activity had it been sought.
- whether there is a draft planning instrument or policy on exhibition that may render the unlawful activity legal.

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### 12.1 Legal or technical issues

Where legal and/or technical issues are in question, Council will consider whether advice from duly qualified experts should be obtained and considered. Any professional legal advice sought and received by Council will remain privileged.

### 12.2 Requirements of Council considering enforcement action

Prior to taking enforcement action, Council will take into account the above considerations as well as the evidence gathered during their investigation. Council will be impartial and be mindful of the obligations under Council's Code of Conduct.

Council is required to maintain formal records about investigations and decision-making processes in relation to reports alleging unlawful activity and any enforcement action, as well as records of interactions with relevant parties.

However, Council will always take enforcement action against the responsible person or organisation for the unlawful activity. Where there are multiple parties to an alleged unlawful activity, Council staff will be guided by legal/professional advice in determining the appropriate person/s to initiate proceedings against.

## 13. Options for dealing with confirmed cases of unlawful activity

Council will try to use the most effective method to deal with unlawful activity wherever possible. Council will use discretion to determine the most appropriate response to confirmed cases of unlawful activity and may take more than one approach.

Refer to Appendix 2 for further information when dealing with matters associated with unauthorised building works.

Any enforcement action taken by Council will depend on the circumstances and facts of each case, with any decision being made in the interest of the community.

At all times, Council's key concerns are:

- to prevent or minimise harm to health, welfare, safety, property or the environment.
- to discourage poor behaviour.
- to educate the community and other stakeholders.

The following enforcement options will be considered by Council that is proportionate to the level of risk to the community, the seriousness of the breach and the need for a deterrent:

#### Level of risk: very low

##### Enforcement options

- take no action on the basis that the breach is minor and does not pose a threat to the health and safety of the community, property and the environment.
- educate the offender on their responsibilities and duties as a member of the community.

#### Level of risk: low

##### Enforcement options

- verbally negotiating with the person to obtain voluntary undertakings or an agreement to address the issues of concern if considered necessary.
- issuing a letter requiring work to be done or activity to cease in lieu of more formal action.
- issuing a warning or a formal caution.

#### Level of risk: Medium

##### Enforcement options

- issuing a letter requiring work to be done or activity to cease where more formal action may be considered excessive.

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- issuing a notice of intention to serve an order or notice under relevant legislation, and then serving an order or notice if appropriate.
- issuing a penalty infringement notice as a deterrent.
- issue a Compliance Cost Notice.

#### Level of risk: High

##### Enforcement options

- issuing a penalty infringement notice or commence legal proceedings.
- issuing a notice of intention to serve an order or notice under relevant legislation, and then serving an order or notice if appropriate. In this regard an emergency order may be considered.
- carrying out the works specified in an order at the cost of the person served with the order.
- issue a Compliance Cost Notice.

#### Level of risk: Very High

##### Enforcement options

- issue a Penalty Infringement Notice.
- issue an emergency order requiring rectification.
- commence legal proceedings for an offence against the relevant Act or Regulation.
- seeking an injunction through the courts to restrain future or continuing unlawful activity.
- issue a Compliance Cost Notice.

#### 13.1 Following up enforcement action

All enforcement action will be reviewed and monitored to ensure compliance with any undertakings given by the subject of the enforcement action or advice, directions or orders issued by Council. Reports alleging continuing unlawful activity or where initial enforcement action was found to have been ineffective will be reassessed and escalated if necessary. If the unlawful activity has ceased or the work has been rectified, the matter will be considered complete.

### 14. Taking legal action

The Council will be guided by legal/professional advice in deciding whether to commence legal proceedings in relation to an alleged unlawful activity and will consider the following:

- whether there is sufficient evidence to establish a case to the required standard of proof.
- whether there is a reasonable prospect of success before a court.
- whether the public interest warrants legal action being pursued.
- whether the anticipated outcome warrants the allocation of resources.

#### 14.1 Whether there is sufficient evidence to establish a case to the required standard of proof

Council considers the decision to take legal action a serious matter, and as such will only initiate and continue proceedings once it has been established that there is admissible, substantial and reliable evidence to the required standard of proof.

#### 14.2 Whether there is a reasonable prospect of success before a court

Given the expense of legal action Council will not proceed with legal action unless there is a real prospect of success before a court. In making this assessment, Council will consider the availability, competence and credibility of witnesses, the admissibility of the evidence, all possible defences, and any other factors which could affect the likelihood of a successful outcome.

#### 14.3 Whether the public interest requires legal action be pursued

The principal consideration in deciding whether to commence legal proceedings is whether to do so is in the public interest. In making this determination, the following factors may also be considered:

- whether all other avenues of negotiation have failed or are ignored.
- the availability of any alternatives to legal action.
- whether an urgent resolution is required.

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- the possible length and expense of court proceedings.
- any possible counter-productive outcomes of prosecution.
- what the effective sentencing options are available to the court in the event of conviction.
- to discourage poor behaviour in the wider community.
- Whether a prosecution may be useful.

#### 14.4 Time within which to commence proceedings

There are statutory time limits within which penalties or prosecution proceedings must be commenced. In this regard these will be considered prior to instigating legal action.

### 15. Appeals

Where Council has determined a course of action and issued either a Notice of Intention to serve an Order or a Penalty Infringement Notice, there are avenues available to the recipient to have the matter reviewed or reconsidered.

When a Notice of Intention to serve an Order is issued for an unlawful activity, the recipient may make written representations to Council as to why the proposed Order should not be given or the terms of the Order or period of compliance with the Order.

Where Council has issued a Penalty Infringement Notice for unlawful activity, the recipient may request a review of the Penalty. The request may be made to the State Debt Recovery Officer (SDRO) or Council in exceptional circumstances.

Refer to Appendix 3 in relation to Penalty Infringement reviews.

Where Council has issued an Order in relation to an unlawful activity, there is the ability for the recipient to appeal against the terms of the Order. Where there is an appeal against the order, the matter will then be dealt with by the appropriate Court jurisdiction.

### 16. Shared enforcement responsibilities

Some allegations will raise matters involving shared regulatory responsibilities between Council and other authorities including the Environment Protection Authority, the NSW Police Force, the Office of Liquor, Gaming and Racing, NSW Fair Trading, NSW Food Authority, Department of Industry, WorkCover, Building Professionals Board and Fire Rescue NSW.

Council recognises that collaboration and cooperation between authorities to address issues of shared regulatory responsibility is the best approach. To this end, where there are shared legislative responsibilities, Council will liaise with relevant authorities to establish:

- which authority will take the leading role on any joint investigation and initiate proceedings if required.
- which activities each authority will carry out.
- responsibilities for updating an individual where relevant.
- protocols for exchanging confidential information between the relevant authorities.

Council will reasonably endeavour to respond to requests for information or assistance on joint regulatory matters in a timely manner however co-operation/collaboration with other authorities will always be balanced against the available Council resources.

### 17. Role of Council where there is a Private Principal Certifying Authority (PCA)

Council retains its regulatory role and enforcement powers where a private certifier has been appointed as the Principal Certifying Authority (PCA). However, if a private certifier is appointed as the PCA, it is their role to ensure that the development is generally consistent with the consent. In this regard, the customer making the allegation of unlawful activity (whether verbally or in writing) regarding a site under the responsibility of a Private PCA, will be advised to refer

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the allegation to the Private PCA in the first instance. Council may, with the permission of the customer making the allegation forward the details of the allegation to the private certifier registered in Council's records.

Council will investigate matters where:

- The Private PCA fails to or is unable to appropriately action a matter or where it is in the immediate public interest for Council to intervene;
- The Private PCA has fulfilled their role under the legislation, but the offence continues or re-occurs despite any action by the Private PCA;
- Where the complaint relates to Council property; and/or
- Where the complaint relates to an environmental pollution incident or site management issues.

Private certifiers have limited enforcement powers as the PCA. They have the power to issue a notice of intention to issue an Order to comply with the development consent or rectify any breaches. A copy of any notice of intention issued by a private certifier must be provided to Council.

Council will work together with Private PCA's to resolve any issues when they arise to achieve compliance with the development consent or complying development certificate. Council staff will take steps to ensure customers understand which agency performs which role.

### 18. Role of Councillors in enforcement

Decision making relating to the investigation of reports alleging unlawful activity and taking enforcement action is the responsibility of appropriately delegated Council staff and may extend to the elected Council itself.

Individual Councillors do not have the power to direct Council staff in their day-to-day activities. Councillors can help individuals who raise concerns with them by satisfying themselves that their Council's policies are being carried out correctly, however they cannot ignore or alter a policy in order to satisfy the demands of special groups.

### 19. Delegations

Council staff delegations for taking action under this policy are included in Council's Delegation Register.

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### Appendix 1 – Responsibilities within Council

The following regulatory issues are covered, but not limited, by this policy and the relevant business unit responsible for the investigation is as follows:

Issue	Business Unit Responsible
Development and building control	Building & Compliance
Pollution control	Environmental Health/Law Enforcement/Building & Compliance
Environmental/health related issues	Environmental Health
Public health and safety	Environmental Health/Law Enforcement/Building Compliance
Noxious weeds	Parks & Gardens
Water and sewer	Environmental Health/Building Certification
Septic systems	Environmental Health
Control over animals	Law Enforcement
Food safety	Environmental Health
Fire safety	Building Certification
Tree preservation	Parks & Gardens

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## Appendix 2 – Unauthorised building works

### A2.1. Scope of Council role

Council's role as a regulatory authority under the Environmental Planning and Assessment Act 1979 and Local Government Act 1993 is to protect public health and safety. Council may also be responsible for certification where we are engaged as the certifying authority and nominated as the Principal Certifying Authority. Council also has a role to play in ensuring compliance with building standards and fire safety requirements. Council deals with reports alleging unlawful activity and takes action where appropriate.

Council's officers are authorised to inspect premises and structures for compliance with the legislation.

### A2.2. Relevant legislation and standards

Environmental Planning and Assessment Act 1979

- Local Government Act 1993
- National Construction Code – Volumes 1, 2 and 3 (includes the Building Code of Australia)
- State Environmental Planning Policy – Exempt and Complying Development Codes
- Relevant Local Environmental Plan
- Swimming Pools Act 1992

### A2.3. What action may be taken on confirmed cases of unlawful activity

Council assesses allegations of unlawful activity in accordance with this policy.

Council recognises that persons or organisations who may have carried out unlawful works may apply for a Building Certificate under Section 149A-E of the Environmental Planning & Assessment Act. However, should Council choose to issue a Building Certificate for unlawful works, it should not be seen as validation for an unlawful action. Even where a Building Certificate is issued for building works, a Penalty Infringement Notice or prosecution may be required.

Council will consider when determining a Building Certificate application for unlawful works whether:

- development consent would have been granted for the works had it been applied for prior to the unlawful work.
- has the unlawful works affected the natural or built environment.
- amenity impacts of the unlawful works on surrounding properties.
- the unlawful works are structurally sound and deemed fit and safe for occupation.

In accordance with the provisions of the Environmental Planning & Assessment Regulation, Council is permitted to and will charge a fee equivalent to that required had a Development Application, Complying Development Certificate and Construction Certificate been lodged.

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### Appendix 3 – Infringement Reviews

Council has entered into a PREMIUM servicing agreement with the State Debt Recovery Office (SDRO) for the processing and adjudication of all infringements.

Generally the SDRO accepts and processes all representations in accordance with their review guidelines. The SDRO review guidelines can be found at [www.sdرو.nsw.gov.au](http://www.sdرو.nsw.gov.au). There is a link to this site on Councils website.

Under the Premium Servicing agreement, Council has the right to consider direct representations and advise the SDRO of decisions made. Council's decision is final notwithstanding whether the decision has had regard to the SDRO guidelines.

Where direct representations are made in relation to penalty notices the following procedure applies:

- The representation may be considered by the internal Infringement Review Panel or alternatively forwarded to the State Debt Recovery Office.
- Details of the offence will be obtained from PINFORCE database/hand written notice and the issuing officer.
- The Manager may consult other staff to determine the representation.
- The Manager advises SDRO by email of the decision.
- The Manager advises the defendant of the decision.

Where parking infringements are Court elected, the matter is dealt with by the Police Prosecutor to conclusion under Council's Premium agreement with SDRO. Other matters court elected will be forwarded to Councils legal representatives for review and advice.



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## Appendix 4 - Dog attack procedure within CCB Local Government area

### A4.1. Definitions

- Companion Animal means a dog, a cat or any other animal prescribed by the regulations.
- LEO means Law Enforcement Officer/or Ranger.
- NOI Notice of Intention to issue an Order.
- CAR means Companion Animal Register.
- The ACT means Companion Animals Act 1998.

### A4.2. Purpose /Objectives

This procedure is developed to provide a consistent and lawful approach in undertaking all duties in relation to the investigation of a dog attack.

### A4.3. Scope

This procedure applies to all circumstances where an Officer is required to investigate concerns raised regarding a dog attack.

### A4.4. Procedure

Step	Responsible Officer	Action
1	Customer Service Contact Centre	Resident/Complainant/Police calls Council and advises of dog attack.
2	Customer Service/ Administration Officer	Administration officer allocates job to LEO. Administration Officer relays all relevant details to LEO including location, complainant phone number, type of dog (if known), time of incident and any other relevant information.
3	Law Enforcement Officer	LEO will contact the dog owner/victim to: <ol style="list-style-type: none"> <li>1. Ensure the dog is currently secure. If the dog is not secure LEO will immediately attend to secure the animal.</li> <li>2. Arrange an inspection of the dog owner's property to ensure the dog can be adequately secured. If the dog is unable to be secured on the property the dog will be seized in accordance with S.18 of The ACT.</li> <li>3. If the dog owner is not able to be identified the dog will be impounded.</li> <li>4. LEO advises relevant parties (including Manager, Coordinator and the victims) of the possible outcomes and responsibilities as required by The ACT due to the attack.</li> <li>5. Commence investigation of the incident obtaining all relevant evidence that may include photos, statutory declarations, dog details (obtained from scanning the animal) and witness statements.</li> <li>6. LEO will have regard to the serious nature of the incident and the disposition of the animal owners as a result of the attack. (e.g. death of the pet or hospitalisation)</li> </ol>
4	Law Enforcement Officer	Officer to: <ol style="list-style-type: none"> <li>1. Record incident in the CAR within 72 hours.</li> <li>2. Check CAR for animal identification and any previous history.</li> <li>3. Complete investigation report of the matter for the review of the Coordinator Law Enforcement &amp; Parking.</li> </ol>
5	Coordinator Law Enforcement &	Coordinator will consider the Officers report having regard to the provisions

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	Parking	of The ACT and provide the investigating officer with a final determination.
6	Law Enforcement Officer	Officer informs relevant parties of Councils determination in writing which may include the issue of a NOI, infringement notice, legal action, warning or no action. Such action to be taken as soon as practicable and LEO to continue to monitor to ensure conditions are met by the dog owner.
7	Coordinator	Coordinator to highlight any representations concerning Council action with the Manager who in turn will ensure compliance with the Compliance & Enforcement Policy.
8	Law Enforcement Officer	Officer will proceed with the determination as advised by the Manager/Coordinator advising the dog owner of Councils determination. Officer will update CAR as required.
9	Law Enforcement Officer	If dog is declared dangerous Officer will monitor the property ensuring all milestones are met as per the provisions of The ACT. Officer to update all relevant parties.
10	Law Enforcement Officer	Officer to seize the dog in accordance with S.52 of The ACT if control requirements are not met.

Compliance & Enforcement Policy

### Appendix 5 - Free Parking Agreements

Section 650 of the Local Government Act, 1993 enables Council to enter into a 'Free Parking Agreement' with a private landowner for the purpose of undertaking parking enforcement.

Council will assess any application received having regard to the NSW Office of Local Government Guidelines for 'Free Parking Area Agreements'.

Prior to entering into any agreement the Manager will consider the merit of any request and determine whether to proceed with the application. Should the Manager determine to proceed with the application a report will be prepared and forwarded for consideration to the general Council meeting for endorsement. Applicants will be advised in writing should it be determined not to proceed with an application and the reasons why.

All applications endorsed at the Council meeting will be subject to the following administration fee structure to cover costs associated with the formal assessment of the application should the applicant wish to proceed with entering into an agreement with Council.

- |                             |           |
|-----------------------------|-----------|
| • Less than 20 parking bays | \$500.00  |
| • 21 to 50 parking bays     | \$1000.00 |
| • 51 or more parking bays   | \$1500.00 |

## **ITEM-8            SSROC COUNCIL OF MAYORS AND INCORPORATION**

**Department    Corporate Services**

**Author Initials: BP**

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### **REPORT**

The Southern Sydney Regional Organisation of Councils (SSROC) is seeking input of all their member councils into the consideration of changes to SSROC's governance and structure by establishing a Council of Mayors.

It is considered that a Council of Mayors would establish a powerful strategic voice for southern Sydney and would have sufficient influence to merit regular meetings with the Premier to address key objectives of the metropolitan plan, regional issues and policy development.

SSROC delegates, administrators and General Managers agreed to establish a Council of Mayors at a workshop in March 2017. It was understood that any final consideration and implementation could only be made once all councils were back in place and has appointed delegates to SSROC. The attached SSROC briefing paper and one page summary detail the conclusions of the workshop and puts forward options for establishment of a Council of Mayors.

If Council agrees with the proposal to the establishment of a Council of Mayors, it is proposed that the Deputy Mayor be Council's alternate delegate. Current Council delegates are the Mayor and Councillor Parnaby, with Councillors Megna and Jago as alternates.

It is also proposed to establish a General Managers' Committee. The General Managers from SSROC Councils currently meet 10 times per year and it is considered that establishment of the Committee would formalise the role General Managers currently undertake, and increase the influence General Managers have over SSROC operations.

SSROC has also indicated their need to change its corporate status, as NSW Fair Trading has advised that their income and/or total assets had exceeded the financial threshold of \$2M, therefore it is too large to function as an Incorporated Association regulated under the Associations Act.

### **RECOMMENDATION**

1. THAT Council supports establishment of SSROC's Council of Mayors and General Managers' Committee.
2. THAT the Deputy Mayor be nominated as Council's alternate delegate to the Council of Mayors.

Attachments:

1. SSROC Report Attachment – 10 April 2018

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SSROC Transition Options



## **SSROC Council of Mayors and Incorporation**

December 2017

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Southern Sydney Regional Organisation of Councils Incorporated  
(SSROC)

ABN 54 485 603 535

SSROC Transition Options

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## SSROC Transition Options

### 1 Introduction

Establishing a Council of Mayors, supported by a Committee of General Managers, was chosen as the model for the ROC in future at a joint meeting of Delegates and General Managers in March 2017.

Council mergers at that time prevented further progress on the establishment. Now that the mergers have been proclaimed and the new councils duly elected, SSROC can proceed with this change.

The Southern Sydney Regional Organisation of Councils Inc (SSROC) is a collaboration of 11 councils in southern Sydney:

- Bayside Council
- Burwood
- City of Canada Bay
- Canterbury Bankstown Council
- Georges River Council
- Inner West Council
- Randwick City
- Sutherland Shire
- City of Sydney
- Woollahra
- Waverley

A Council of Mayors would greatly strengthen SSROC's advocacy function by ensuring that all Mayors actively participate in the development of policy positions. A Council of Mayors representing over 1.7 million people, or a third of the population of Sydney, could be a formidable influence in decision-making about and application of policies to the area.

### 2 Purpose

The purpose of this document is to put forward options for the establishment of the Council of Mayors.

This document is for the use of General Managers, Delegates and other relevant stakeholders considering the future of SSROC.

### 3 Proposed Model

The proposed model is represented graphically at figure 1. The existing ROC would be replaced with a Council of Mayors, supported by a new General Managers Committee.



SSROC Transition Options

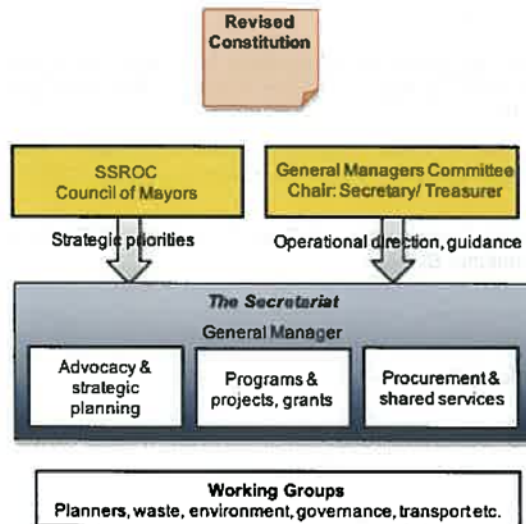


Figure 1 Council of Mayors

**3.1 Council of Mayors**

Converting the ROC into a Council of Mayors, is intended to establish a powerful strategic voice for southern Sydney. It would be intended to have sufficient influence to merit regular meetings with the Premier to address key objectives of the metropolitan plan, regional issues and policy development.

The state government’s reform of the local government sector has aimed to develop within councils the strategic capacity required for an effective two-way partnership, enabling them to make much earlier contributions to the development of state policies.

When delegates, administrators and General Managers considered future options for SSROC at a facilitated workshop in March 2017, concerns were raised about the time that mayors would need to commit time to the Council of Mayors. For the Council of Mayors to be really effective, a time commitment would be necessary. It should be noted that, as delegates to SSROC, councillors already have a commitment to the region and to date no conflicts of duty have been identified as a result. The objectives of the Council of Mayors would be consistent with those of the ROC, and so the Constitution need not necessarily change (see box 1).

## SSROC Transition Options

### Box 1 SSROC Constitution, section 2.

<p><b>2. Objectives</b></p> <p><i>i. To consider and assess the needs, disadvantages and opportunities of member Councils and of the Southern Sydney Region; to make representations, submissions and promotions relative to meet such needs, disadvantages and opportunities to Commonwealth and State Governments and Departments, Statutory Authorities and other appropriate bodies or individuals.</i></p> <p><i>ii. To submit to such Governments and other appropriate bodies, requests for financial assistance, policy changes and additional resources for the region or for member Councils.</i></p> <p><i>iii. To strengthen the role of Local Government in regional affairs, particularly where the region may be affected by Australian or NSW Government policy.</i></p> <p><i>iv. To facilitate a co-operative approach to the problems, opportunities and challenges of the region and to projects which benefit the region.</i></p> <p><i>v. To facilitate the exchange of ideas and experience between elected members and professional and technical staff to enable a joint approach to the development of skills and expertise within member Councils; and</i></p> <p><i>vi. To advance the interests of the region.</i></p>
---

It was also noted at the workshop that all SSROC delegates would have to be mayors and alternatives would have to be deputy mayors. This would require a change to the Constitution, which currently only requires Council to appoint two delegates "one of whom should be the Mayor or the Administrator".

It was agreed at that workshop that the Councils of Mayors model should be progressed, and that the issues raised could be resolved as it became effective.

#### Advantages:

- Could be a very powerful advocacy force.

#### Disadvantages:

- Increases the workload of mayors and deputy mayors,
- Reduces participation of other councillors,
- Depends upon availability of mayors and deputy mayors.

### 3.2 General Managers Committee

The Constitution already requires that Delegates elect General Managers to the positions of Secretary and Treasurer. To date the two roles have been combined and taken on by one General Manager. The Constitution would also require that the Secretary/Treasurer would be the Chair of a new General Managers Committee.

Currently, the General Managers meet 10 times each year, to discuss issues of common interest and to deal with SSROC matters arising as required. The

## SSROC Transition Options

formalisation of their role as a Committee of SSROC would give them greater oversight of the operations and finances of the Secretariat, and the opportunity for greater influence over the allocation of resources and the realisation of benefits by their Councils.

### Advantages:

- Formalises the role that General Managers effectively play already,
- Increases the influence of General Managers over SSROC operations,
- Maintains strong alignment of SSROC priorities with those of member councils.

### Disadvantages:

- Increases the dependence of the Secretariat on the active participation of member council General Managers.

## 3.3 Committees

The existing Program Delivery and Sustainability Program Committees were established to consider issues arising that are relevant to the regional, and to advise Delegates on those issues. In recent years, the work of the two committees has overlapped to the extent that it became more practical for them to meet as one. The timing, originally 2 weeks before each Ordinary Meeting of Delegates, did not align easily with the meetings or with the nature of issues being raised.

Under this proposal, the existing committees would cease to exist. A more responsive and flexible approach to getting advisory input from Councillors is proposed, with committees established to focus on specific issues (for example, the SEQ Council of Mayors had a committee solely for the Commonwealth Games bid). The committee could be wound up at the resolution of the issue. An advocacy committee could be responsible for reading submissions out-of-session to provide guidance, but with the provision that the Board would have the final say on all advocacy.

This change would require the Delegates (and potentially other Councillors) to endorse the approach, and to work with their colleagues to manage each Council's participation in responding to regional issues.

In the March 2017 workshop, there was discussion about the role of the committees, and the need for them to have a specific purpose such as a project or issue was agreed. However, they would only be advisory, and decisions would be made by the Council of Mayors.

There was also keenness for regular teleconferences rather than face-to-face meetings, which would improve flexibility for more active participation.

### Advantages:

- Increases the participation of councillors in advocacy and other initiatives.

### Disadvantages:

- Requires greater involvement and flexibility from councillors.

## 3.4 Secretariat

The SSROC Secretariat would remain unchanged day-to-day, but would have increased accountability to the General Managers of the Councils. The most important change would be a much more influential advocacy function as a result of having the strength of the Council of Mayors and input from Councillors.

#### SSROC Transition Options

The Secretariat's other functions could be better aligned with Councils' priorities as a result of the strengthened General Managers' role.

#### 4 Membership Fees

Councils annual subscriptions to SSROC have increased as a result of the total cost of the secretariat being shared between 11 councils instead of the former 16. Each council pays the same fee for full membership, and each has equal voting rights and opportunities to participate in programs and projects.

Associate members pay less, but have not voting rights and would not be represented on the General Managers Committee. There are currently no associate members.

Since each Council has equal voting rights and access to the same services, it is proposed to continue to share the costs equally between all member Councils.

Advantages:

- Maintains equity between member councils,
- Proportionately lower membership costs for merged councils.

Disadvantages:

- Proportionately higher membership costs for councils that have not merged.

#### 5 Operational Scale

SSROC is currently regulated by the Office of Fair Trading (OFT) under the Associations Act, but its revenues exceed the \$2 million threshold for an Incorporated Association. While much of this revenue has passed through the organisation as grant funding for specific projects or initiatives, much is also generated through procurement, and it can be a substantial sum: in 2015 income was \$3.4 million.

In September 2016 NSW Fair Trading, which administers Incorporated Associations under the Department of Finance, Services and Innovation, wrote to SSROC stating that it is "appropriate that the Association now takes steps to transfer registration to another more appropriate corporate structure, such as cooperative or a company limited by guarantee, which provides a more robust regulatory framework."

The Secretariat has acknowledged the letter, explained the practical difficulties of changing status at this time of change among our member Councils, and has been allowed to continue to operate as an Incorporated Association SSROC until after the 2017 elections and the AGM in November 2017.

The Secretariat will therefore need to change its corporate status irrespective of any other changes, and is required to update Office of Fair Trading (OFT) by 31 March 2018 of its plan to transition to an appropriate corporate status.

OFT has suggested that a company limited by guarantee might be a more appropriate regulatory framework.

While the establishment of the Council of Mayors is independent of this issue, the changing the incorporated status of SSROC does need to be influenced by the future needs and plans of the Council of Mayors.

Therefore, an overview of the major issues associated with the need to change the incorporated status of SSROC is the subject of the paper attached at Appendix 1.

## SSROC Transition Options

### Appendix 1 SSROC Incorporated Status

SSROC has been an Incorporated Association since its inception in 1986. As an Incorporated Association, it operates under the *Associations Incorporation Act 2009* (NSW) and *Associations Incorporation Regulation 2016* (NSW), administered by the Office of Fair Trading (OFT).

On 13 September 2016, the OFT wrote to SSROC's General Manager as public officer of SSROC, pointing out that the *Associations Incorporation Act 2009* sets a financial threshold for Incorporated Associations of \$2 million in income and/or total assets. SSROC, as an Incorporated Association, was significantly in breach of this threshold with reporting income in 2014/15 of \$3.4 million and total assets of \$5.3 million.

OFT suggested that a company limited by guarantee might be a more appropriate regulatory framework. The required SSROC to advise Fair Trading by 31 October 2016 of its intended course of action.

On 31 October 2016, SSROC sought to postpone any decision until after council's mergers and the September 2017 elections, because:

- several member councils at that time had Administrators,
- the Joint Organisation model had emerged, which would have implications for the decision-making process,
- much of the revenue comprised grant funding that could not be relied upon for future years.

The current status of the SSROC was noted by OFT, which agreed to a further review of the position after the council elections and AGM to be held in November 2017. An update of the position following these actions is required by 1 February 2018.

The General Manager further advised that at October 2017, SSROC did not have a President, and that the new Executive would be elected at the AGM on 16 November 2017: with no further meeting anticipated until mid-February, undertook to provide an update thereafter. OFT agreed to extend this deadline to 31 March 2018, and require that the update include an outline of the timeframe for transition and of steps taken to date.

### Incorporation Issues

#### Company Limited by Guarantee

(This section is based on legal advice from Henry Davis York.)

A company limited by guarantee is a type of public company that can operate anywhere in Australia. It can perform all the powers of a body corporate, can enter into contracts and can sue and be sued in its own name. It has perpetual succession, is governed under the *Commonwealth Corporations Act 2001*, and regulated by the Australian Securities & Investments Commission (ASIC).

A company limited by guarantee is not required to have a constitution and may instead rely on the "replaceable rules" contained in the *Corporations Act*. However, it is common practice for a company limited by guarantee to adopt a constitution which allows it to modify or exclude the replaceable rules to suit its own needs. A copy of the constitution must be lodged with ASIC.

The company must have at least one company secretary and at least three directors. It must have at least one member, and there is no maximum number of members.

## SSROC Transition Options

The liability of each member is limited to the amount that member has agreed to contribute on the dissolution or winding up of the company, if the company's assets are not sufficient to discharge its debts or liabilities. This amount is fixed on incorporation and is often only a nominal amount.

Companies limited by guarantee have more onerous financial and other reporting requirements than incorporated associations do. With an annual consolidated revenue of more than \$1 million (as SSROC does), they are required to:

- prepare a financial report;
- have the financial report audited;
- prepare a directors' report, although with less detail than that required of other companies; and
- give annual reports to any member who elects to receive them.

The major advantages and disadvantages are:

- a) an incorporated association is governed by the legislation of the state or territory in which it is registered. As such, the obligations and requirements of an incorporated association can differ between the states and territories. Conversely, a company limited by guarantee can operate anywhere in Australia under a single act, the Corporations Act;
- b) the more robust regime of directors' duties and reporting obligations required of a company limited by guarantee may be beneficial for corporate governance purposes as SSROC grows. Greater levels of corporate governance are appropriate for an entity which may be dealing with a substantial amount of revenue and this will provide member Councils within SSROC, and persons who deal with SSROC, higher levels of assurance in respect of its administration;
- c) in addition to the costs of incorporation, the costs of operating a company limited by guarantee are higher (e.g. a company limited by guarantee must pay an annual review fee to ASIC in the amount of \$1,176); and
- d) an incorporated association that has gross receipts of more than \$250,000 or current assets of more than \$500,000 must submit audited financial statements each year to the members at an annual general meeting. Conversely, a company limited by guarantee with revenue of less than \$1 million can elect to have its financial report reviewed, rather than audited which is a less onerous process. A company limited by guarantee with annual revenue over \$1 million must have a financial report audited.

### Non-Profit Status

At a workshop on 16 March 2016 Delegates discussed options to change SSROC's structure and governance. Delegates agreed that changes should:

1. Strengthen SSROC's advocacy function by establishing a Council of Mayors.
2. Retain the existing shared services functions of procurement, program management and internal audit.

This implies that it will be necessary to retain SSROC's non-profit status, as this is frequently a requirement to qualify for grants, and lends weight to advocacy programs by demonstrating that the organisation has no vested interests.

However, the business services of procurement, internal audit and business consultancy might be better suited to a different structure.

## SSROC Transition Options

These two aspects of SSROC and its secretariat will need to be reconciled.

### Structural Implications

(This section is based on legal advice from Henry Davis York.)

Membership of SSROC would remain unchanged. The existing requirement for each council to nominate two delegates could be accommodated. Assuming that the Council of Mayors model is adopted, then the Constitution would need to be amended to require those delegates to be the mayor and deputy mayor.

The new constitution could implement a structure whereby the Mayor of each member Council is appointed as a director of the company, although a board of 11 directors would be unusually large, and could become unwieldy.

The existing Executive arrangement could be preserved, although we note that the Corporations Act provides that key management personnel may be considered for the purposes of Act de facto or shadow directors if they overstep their usual role.

The constitution of a public company limited by guarantee typically provides that to the extent permitted by law every person who is or has been a director, company secretary or executive officer of the company is indemnified out of the property of the company against any liabilities for costs and expenses incurred by that person in certain circumstances.

### Directors

Concern was raised at the workshop in March 2017 as to whether mayors (if they become directors of the board) under a corporate structure will have the time and experience to be an elected representative and also the director of a company.

General Managers have expressed concern that, if they became directors of a new SSROC Company Limited by Guarantee, there would be conflict between their duties as directors and their duties as council General Managers.

The same potential for a conflict between duty to the ROC and duty to the Council already exists under membership of SSROC. To date there have been no reports of any such conflict arising.

The inclusion of some independent directors might be a better option, as they could be more flexible in the role and could focus on making the business a success.

### Prescription

The issue of prescription has often been raised in relation to procurement. Sometimes, it would be more practical and cost-effective for SSROC to be able to accept tenders on behalf of member councils.

The main example of such circumstances is electricity tendering, when prices are only held for a maximum of 48 hours. It is not practical to obtain each participating council's individual acceptance in that time-frame, yet the aggregation of the supply drives the best pricing for this commodity. However, Councils can only delegate the acceptance of tenders to a prescribed organisation. Procurement Australia is used to enable this process because it is a prescribed body under the Local Government Act and Regulation, but that service is a cost that could be avoided if SSROC were able to accept the tender.

The Office of Local Government has recently advised that, as a company limited by guarantee, SSROC could seek prescription. The secretariat has asked for clarification of this and of the steps that would be involved. Hunter Councils intend to pursue prescription for its procurement operation.

## SSROC Transition Options

### Possible Business Models

SSROC is not unique in facing these challenges, and can learn from the ways in which other comparable organisations have overcome them. Hunter ROC has established and WSROC is currently implementing, new models for their operations.

#### WSROC

Attached (1) is the structure that WSROC is implementing immediately, and attached (2) is the structure that WSROC wants to achieve in the long term, taking into account the possibility of metropolitan joint organisations.

#### Hunter Councils

Hunter Councils is an incorporated association, a pilot Joint Organisation (JO), and is the advocacy body for 11 Councils. The Board consists of the Mayors of each of the 11 Councils. Although, in relation to the governance of the pilot JO, the evaluation report noted that the governance structure was not effective as meetings were either poorly attended or there were up to 30 representatives of differing political persuasion and status which were also a mixture of permanent and non-permanent delegates. Their aim is to improve their governance by having only Mayors as Board Members with no alternative members.

The businesses of Hunter Councils are held in companies limited by guarantee; Strategic Services Australia Limited and Hunter Councils Legal Services Limited. Those businesses are:

- Real Film Festival
- Local Government Training Institute
- Screen Hunter
- Regional Procurement
- Regional Procurement Initiative
- Strategic Services Australia
- Hunter Records Management
- Upper Hunter Taxis
- Hunter Records Storage
- Local Government Legal Services

The CEO of Hunter Councils has advised that the JO pilot was a "bit of a non-event" as they already work together and have a structure. However, DPC now attend all their meetings and the government agencies are very engaged.

Hunter Councils intend to keep the companies as they are now that the relevant legislation has been passed. The advocacy body, Hunter Councils, will probably become the joint organisation.

### Recommended Approach

The Secretariat recommends the following work streams to enable it to transition to support and achieve the aims of the Council of Mayors, while also satisfying the requirement of the OFT that SSROC changes to a corporate status that is suitable for its scale.

#### Work Stream 1: Roles and Responsibilities

The company limited by guarantee requires specific roles to be filled: members, directors, company secretary and public officer. A decision needs to be made as to whether the secretary becomes a director.

These roles need to be reconciled with the requirements of the preferred business model of Council of Mayors with Committee of General Managers.



## SSROC Transition Options

It will be necessary to spell out the accountabilities, responsibilities, benefits and general expectations of each role, and to convey these to the potential position-holders. This may include obtaining further advice on directors' duties including employment and tax law issues.

The "candidates" will then need to be consulted as to their willingness to fulfil the role that has been identified for them, and any training or skills development needs identified.

The mechanisms need to be identified whereby the core business functions of advocacy, shared services/procurement and program/project management are given direction. Any other enablers required (e.g. technology, committee design) will also need to be identified and addressed.

Responsible: Secretariat and consultants, with Executive and General Managers.

### **Work Stream 2: Communications**

The Delegates are busy and it can be difficult for them to find time to engage on issues that are complex and not directly related to their role as Councillors. It will be necessary to find a way to explain the reason for the changes, why the changes matter to them, and how we plan to achieve them.

The objective of this stream will be to ensure that the new Constitution/Replaceable Rules and the transfer to a company, will be approved by a fully engaged and informed SSROC special resolution when relevant meeting occurs.

Responsible: consultants, as it might be helpful to have this done by someone seen as independent of Secretariat, GMs and Councillors.

### **Work Stream 3: Drafting the Constitution**

The new company and Council of Mayors will need to be reflected in the terms of the Constitution and/or Replaceable Rules, as well as conforming to the Corporations Act and ASIC requirements.

The key issues and themes that arise in the drafting will need to be resolved by consultation with the relevant stakeholders, and explanation/justification conveyed through the communications channel.

Responsible: Secretariat and Henry Davis York

### **Work Stream 4: Process**

A special resolution would be required from an Ordinary Meeting of the ROC and the procedure for transitioning to a company limited by guarantee would have to be followed, including transferring registration, applying to the Australian Securities and Investments Commission (ASIC) to transfer incorporation to a company, notifying Registry Services, and updating all records (e.g., bank accounts, tax authorities, funding bodies).

The process of transfer will need to be managed, including:

- maintaining 'not for profit' status and pay roll tax exemption
- completing the application to transfer,
- deciding the approach to ABN
- identifying all parties that need to be notified
- ensuring that each notification is correctly handled.

Responsible: accountants

## SSROC Transition Options

### **Work Stream 5: Additional advice needed**

The advice from Henry Davis York is black-letter law, which is required to explain the processes needed, but will need to be considered in light of the main rationale for SSROC of providing community benefit.

During the transition process, more questions will arise that will need further advice and decisions. Below are some that have already arisen:

- Is there a conflict, and if so, how can it be managed with Mayors representing their LGA and representing the region?
- What can be done with monies earned beyond what is needed to run the Secretariat?

SSROC Transition Options

### **Attachment 1 SSROC Constitution**

This section comprises the Constitution in full.

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## **Constitution of the Southern Sydney Regional Organisation of Councils**

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### **1. Name**

The name of the Organisation is the Southern Sydney Regional Organisation of Councils, hereunder referred to as "the Organisation".

### **2. Objectives**

- i. To consider and assess the needs, disadvantages and opportunities of member Councils and of the Southern Sydney Region; to make representations, submissions and promotions relative to meet such needs, disadvantages and opportunities to Commonwealth and State Governments and Departments, Statutory Authorities and other appropriate bodies or individuals.
- ii. To submit to such Governments and other appropriate bodies, requests for financial assistance, policy changes and additional resources for the region or for member Councils.
- iii. To strengthen the role of Local Government in regional affairs, particularly where the region may be affected by Australian or NSW Government policy.
- iv. To facilitate a co-operative approach to the problems, opportunities and challenges of the region and to projects which benefit the region.
- v. To facilitate the exchange of ideas and experience between elected members and professional and technical staff to enable a joint approach to the development of skills and expertise within member Councils; and
- vi. To advance the interests of the region.

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SSROC Transition Options

**3. Membership**

- i. Membership of the Organisation is composed of, but not restricted to, the following Councils:-

Ashfield Council  
Bankstown City Council  
Botany Bay City Council  
Burwood Council  
City of Canada Bay  
City of Canterbury council  
City of Sydney council  
Hurstville City Council  
Kogarah City Council  
Leichhardt Council  
Marrickville Council  
Randwick City Council  
Rockdale City Council  
Sutherland Shire Council  
Waverley Council  
Woollahra Municipal Council

- ii. A register of members will be kept at the principal place of administration of the association.

**4. Representation**

- i. A member Council will be represented on the Organisation by two delegates.
- ii. A member Council shall annually appoint two persons representing the Council to the Organisation, one of whom should be the Mayor or the Administrator. Each such delegate may hold office until the appointment of his/her successor.
- iii. The office of delegate shall become vacant if the delegate:-
- (a) ceases to hold office at his/her Council;

#### SSROC Transition Options

- (b) resigns by letter addressed to the delegate's Council;
  - (c) is absent from three consecutive meetings of the Organisation without having obtained leave of absence from the Organisation; or
  - (d) is replaced by his/her Council at any time.
- iv. Where the office of a delegate becomes vacant, the Council shall appoint another delegate.
  - v. Where either delegate of a Council is unable to attend a meeting of the Organisation, the Council may be represented by another member of the Council duly appointed for the purpose of being an alternative delegate. Such other member may, during the absence of a delegate of his/her Council, act in his/her place and be subject to vacation of the position in the same way as the delegate.

#### 5. Meetings

- i. The delegates shall hold ordinary meetings of the Organisation at least every three months and the meeting held during November shall be the Annual General Meeting. The delegates may also hold special meetings of the Organisation as and when required.
- ii. The Financial Statements and Annual Report of the Organisation shall be submitted to a meeting of the Organisation to be held not 30 November each year.
- iii. Meetings shall be held, in turn, at an office of each member Council or as decided by the Organisation.
- iv. The Secretary shall notify each member Council and delegate of meetings not less than 7 days before each meeting and of the nature of the business to be dealt with at the meeting and, in the case of Special Meetings, 48 hours notice must be given.
- v. The Secretary shall send minutes of each meeting to each member and delegate not more than fourteen days after the meeting.
- vi. At every meeting of the Organisation the President shall preside but if he/she is not present the Senior Vice President shall preside; if he/she

#### SSROC Transition Options

is not present the Junior Vice President shall preside or if he/she is not present the members shall elect a Chairman to preside at that meeting.

- vii. Any elected representative of a member Council may attend and speak at meeting of the Organisation. Any senior officer of a Council which is a member may also attend and speak at meetings of the Organisation with the consent of a delegate of his/her Council and the President or meeting Chairman.
- viii. A Special Meeting of the Organisation may be called by:
  - (a) The President
  - (b) Notice to the Secretary signed by three delegates.

#### 6. Voting

- i. At meetings of the Organisation each delegate, and each bona fide alternative delegate representing a delegate, shall be entitled to vote. Each member Council shall therefore have two votes.
- ii. The President shall have both a deliberative vote and, in the event of equality of votes, a casting vote, other than in the election of President, Senior Vice President, or Junior Vice President.
- iii. The election of the Executive being the positions of:
  - (a) President
  - (b) Senior Vice President
  - (c) Junior Vice President

shall be conducted in accordance with the provisions of the Local Government Act for the election of Mayor and Deputy Mayor.

#### 7. Quorum

- i. A quorum at a meeting of the Organisation shall consist of a number being at least half the number of member Councils.
- ii. A quorum of a Standing Committee of the Organisation shall be two.

SSROC Transition Options

**8. Business at Meetings**

The business conducted at a meeting of the Organisation shall consist of:

- i. Matters of which due notice has been given by a member Council or delegate.
- ii. Matters which the President determines to be of urgency;
- iii. Consideration of recommendations, reports and correspondence;

and otherwise as the meeting by majority vote may decide from time to time.

**9. Procedure**

The procedure at a meeting of the Organisation shall be in conformity as far as possible with the procedure for meetings of Council and Committees as prescribed by the Local Government Act 1993 and the Local Government (Meetings) Regulation 1993 subject to such arrangement as may be made from time to time by the Organisation.

**10. Powers of the Organisation**

- i. The Organisation shall, for the mutual benefit of the member Councils have power, in accordance with this Constitution, to:-
  - (a) Make submissions to the Australian and New South Wales Government or any department of those Governments, or other organisations, in respect of the areas of the member Councils;
  - (b) Carry out the objectives of the Organisation; and
  - (c) Receive funds in respect of the:-
    - i. staffing of the Organisation;
    - ii. carrying out of projects or studies agreed by the Organisation;
    - iii. for any purpose that may be authorised by the Organisation.

#### SSROC Transition Options

- ii. These powers shall not affect the right of an individual Council acting in its own right on any matters.
- iii. The control, regulation, maintenance and management of the exercise of these powers is vested in the meetings of delegates in accordance with the constitution subject to any delegation of authority which may have been granted.
- iv. By resolution, and within limits defined in such resolution, to authorise the Executive, a member Council representative, a staff member or a properly appointed sub-committee consisting either whole or in part of elected representatives, staff or other persons to exercise or perform on behalf of the Organisation any power, authority, duty or function, the Organisation, by resolution reserves for itself.

#### 11. Executive of the Organisation

The Executive of the Organisation shall be the President, Senior Vice President and Junior Vice President, being elected members representing member Councils.

- i. The President, Senior Vice President and Junior Vice President shall be elected from among the delegates each year at the Annual General Meeting. An election shall also be held for any casual vacancy occurring among the Executive and any Executive member so elected shall hold office until the next annual election of the Executive.
- ii. The Organisation shall appoint a Secretary and a Treasurer.
- iii. The President, Senior Vice President and Junior Vice President of the Organisation in office prior to the Annual General Meeting of the Organisation to be held in November 2003 remain in office until the first Ordinary Meeting of the Organisation to be held after the ordinary election of councils to be held on Saturday 27 March 2004.

#### 12. Powers of the President

- i. The President shall preside at all meetings of the organisation at which he/she is present.
- ii. The President, unless otherwise directed by resolution of the Organisation shall:-



### SSROC Transition Options

- (a) Carry on the regular services and operations of the Organisation within the sums voted by the Organisation for expenditure thereon and in accordance with the constitution and the resolutions of the Organisation.
- (b) Control and direct staff of the Organisation.
- (c) Suspend any staff of the Organisation and, if necessary, arrange for the carrying on of the duties of that staff member until the next meeting of the Organisation.
- (d) Authorise the payment of the salaries and wages of the staff of the Organisation within the sums voted by the Organisation for expenditure thereon.
- (e) At any meeting of the Organisation remove or cause the removal of any member of the Organisation, or any elected member of any member Council who, after warning, is guilty of disorder, and at the same or any subsequent meeting, exclude or remove such member unless he/she apologises without reservation.
- (f) Give effect to any decision of the Organisation.
- (g) Be authorised to make press statements on behalf of the Organisation and authorise any member of the Organisation to make press statements and undertake the day to day administrative requirements.
- (h) Call Special Meetings of the Organisation subject to 48 hours notice being given to delegates, except in cases of emergency.

### 13. Staff

The Organisation shall have the power to appoint any such staff as the Organisation may require from time to time.

### 14. Advisory Sub-Committees

- i. The Organisation may, from time to time, appoint any number of Committees in connection with any work, activity or object of the Organisation.

SSROC Transition Options

- ii. The Organisation shall have power to co-opt any person to assist and/or comprise a Sub-Committee

**15. Office**

The Office of the Organisation shall be at such place as the Organisation may, from time to time, appoint.

**16. Financial Year**

The Organisation's financial year shall commence on 1st July and terminate on 30th June of the following year.

**17. Finance**

- i. The Organisation shall determine, prior to 31st May each year, an Annual Budget which will include:-

- the amount of proposed expenditure by the Organisation;
- the amount in hand available for such expenditure; and
- any additional amount required to be raised to meet such expenditure.

- ii. In the event of any expenditure not covered by the Annual Budget, the Organisation shall prepare a statement showing:-

- the amount and nature of the extraordinary expenditure;
- the amount in hand available to meet the expenditure after allowing for estimated ordinary expenditure for the balance of the year; and
- any additional amount required to be raised to meet extraordinary expenditure.

- iii. The financial contribution by member Councils towards costs of the organisation shall be equal.

- iv. The Organisation shall pay monies received by it to a bank account held in the name of the Organisation and shall use such monies for the purpose of, and subject to, the terms of this Constitution.

- v. All accounts shall be operated upon in such manner and by such persons as the organisation shall from time to time determine.

#### SSROC Transition Options

- vi. The accounts of the organisation shall be kept according to the same principles as the accounts of a member Council and in such books and form as are approved by the auditors of the organisation.
- vii. (a) The Organisation shall appoint an auditor who shall annually audit the accounts of the Organisation.  
  
(b) The audited accounts shall be presented to a meeting of the Organisation prior to 30th November each year.

viii. The assets and income of the Association shall be applied solely in furtherance of its above mentioned objectives and no portion shall be distributed directly or indirectly to the members of the Association except as bona fide compensation for services rendered or expenses incurred on behalf of the Association.

#### 18. Annual Report

The Organisation shall submit an Annual Report to each of the member Councils with the notice of the Annual General Meeting.

#### 19. Co-operation

For the purpose of performing any powers, duties or functions, the Organisation may make use of the services of an employee of a member Council if the prior approval of the Council is obtained.

#### 20. Associate Members

The Organisation may permit a Council or entity not currently a member of the Organisation to become an associate member. Associates may only engage in procurement, commercial or other activities as determined by the Organisation.

Applicants for associate membership shall sign and forward to the Organisation an application to the effect that [Name of Applicant] desires to become an associate member of the Southern Sydney Regional Organisation of Councils Limited and agrees to be bound by the Constitution of the Organisation and pay the associate membership contribution determined by the Organisation.

The Secretary shall place applications for associate membership before the first meeting of the Organisation after the application for associate membership has been received.

## SSROC Transition Options

The Organisation's decision shall be final and conclusive as to whether any entity shall be admitted as a member or associate.

### **21. Termination of Membership**

A Council may withdraw from membership of the Organisation on giving six months' notice of termination to the Organisation. When such termination takes effect, no contribution shall be refunded, no funds will be distributed and the Constitution remains in force between the remaining members of the Organisation.

### **22. Amendments**

This Constitution may be altered from time to time by a resolution passed at a meeting of the Organisation by votes equivalent to three fourths the number of members entitled to vote.

### **23. Amalgamation of the Organisation**

Where it furthers the objects of the Association to amalgamate with any one or more other organisations having similar objects, the other organisation(s) must have rules prohibiting the distribution of its (their) assets and income to members; and must be exempt from income tax.

### **24. Termination of the Organisation**

Upon the termination of this Organisation the debts and liabilities of the Organisation shall be discharged out of the assets of the Organisation. The balance of the assets shall be shared equally by the member Councils remaining immediately before the termination of the Organisation.

*In the event of there being no member Councils remaining, the amount which remains after such dissolution and the satisfaction of all debts and liabilities, shall be transferred to any organisation which has similar objects and which is exempt from income tax.*

### **25. Members' Liabilities**

The liability of a member of the Organisation to contribute towards the payment of the debts and liabilities of the Organisation or the costs, charges

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SSROC Transition Options

and expenses of the termination of the Organisation is limited to the amount, if any, unpaid by the member in respect of membership of the Organisation.

**26. Common Seal**

The common seal of the organisation is kept in the custody of the Secretary/Treasurer. The common seal must only be affixed to an instrument with the authority of the Executive.

**27. Custody of Books**

The Secretary/Treasurer must ensure the safe keeping of all records, books and other documents relating to the organisation.

**28. Inspection of Books**

The records, books and other documents of the organisation must be open to inspection, free of charge, by a member of the association at any reasonable hour.

**29. Payroll Tax**

The Organisation (being a wholly-owned subsidiary of 2 or more councils) may, at the discretion of the member Councils, pay the member Councils an amount approximately equivalent to the amount of tax that would be payable by the Organisation under the Payroll Tax Act 2007 (NSW) but for the exemption set out in section 59 of that Act.

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## WSROC – The Future - Proposed Structure for a Western Sydney Organisation of Councils

A metropolitan Organisation of Councils proposed for Western Sydney comprises two entities.



## Why two entities?

The purpose of the organisations and the nature of the work is fundamentally different.  
**Advocating vs running businesses.**

### Advocacy & Regional Leadership

Western Sydney Councils Inc.

- This is a new organisation.
- Incorporated Association.
- NSW Associations Incorporation Act 2009.
- Cannot conduct commercial enterprise.

Board of Western Sydney Councils  
[Mayors + a single alternative Councillor]

- + Reg Co-ord DPC
- + GSC Commissioners
- + WS Parl Sec
- + GMS

- 4 meetings per year
- one vote per Council

### Outcomes

Separation and alignment of the work streams for effective decision making in focussed forums.

Simplification of the governance to manage two fundamentally different work streams.

Removing exposure of Councillors to legal and commercial risks.

Attracting Ministers to Board meetings.

Attracting key influencers from State Government agencies to Board meetings.

Limiting the time commitment from Mayors.

Making the most of the GMs capabilities and time.

Enhanced advocacy standing within the Federal and State Governments "Cabinet of Western Syd Mayors".

### Commercial Enterprise

WSROC Ltd.

- This is the existing WSROC company.
- Company Limited by Guarantee.
- Commonwealth Corporations Act.

Board of WSROC Ltd  
[GM of Council]

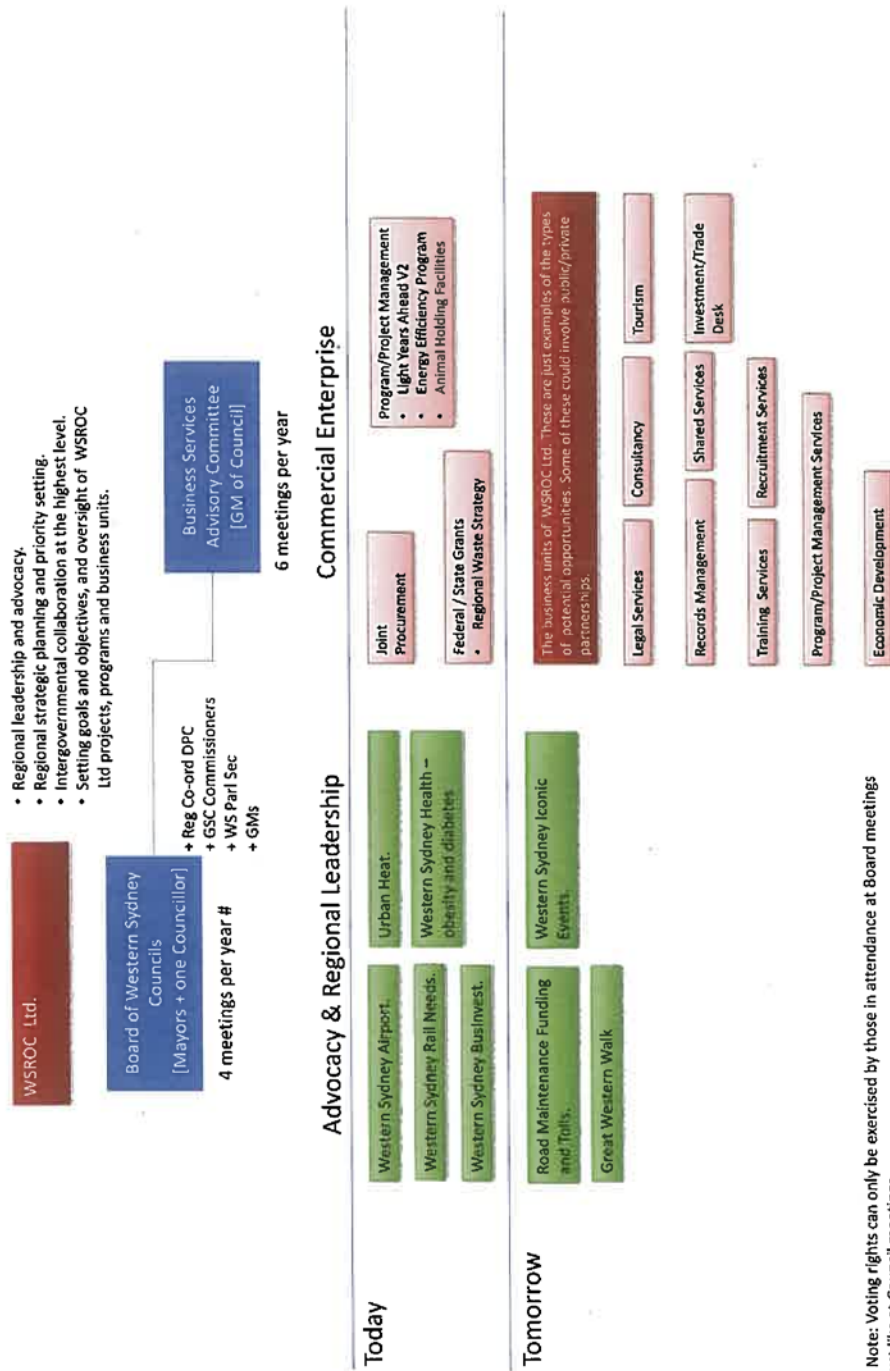
- 6 meetings per year

1. Issues before the Board are more of a strategic, advocacy and regional leadership nature, not operational.
2. The Board members are not legally bound to act in the interests of the Incorporated Association.
3. Board meetings far more attractive for Ministerial participation.
4. The participation of Reg Co-Ord DPC, GSC Commissioners and WS Parl Sec is relevant.
5. The frequency of meetings required are less than those of a Board overseeing commercial operations.
6. Due to nature of representation meetings need to be fixed well in advance and difficult to re-schedule.
7. The exposure of Mayors/Councillors to the risk of conducting commercial activities is removed.

1. The Executive has previously approved an increased emphasis on WSROC becoming self-funding through commercial enterprise with the additional aim of generating revenue to support enhanced advocacy.
2. The Directors are legally obliged to act in the interests of the Company, not member Councils.
3. The Board is made up exclusively of skilled professionals.
4. The frequency of meetings can be adjusted to suit the intensity of commercial operations, some flexibility.
5. Participation of "Advocacy" stakeholder representatives from State Gov is inappropriate.
6. Commercial risk is compartmentalised in WSROC Ltd.

**ANNEX A to Draft Board Resolution  
 Structure of WSROC dated 4 Apr 17.**

**WSROC – The Future – Proposed Structure for a  
 Western Sydney Organisation of Councils**

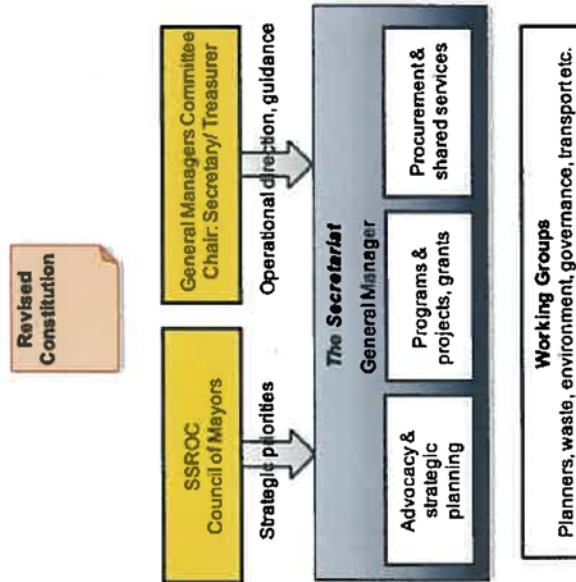


# Note: Voting rights can only be exercised by those in attendance at Board meetings just like at Council meetings.





## Overview of the proposed SSROC Council of Mayors



### Proposal

Under a revised **Constitution** establish a **Council of Mayors**, whereby all ROC Delegates are Mayors, and one of whom is elected **President**.

Each Mayor may nominate an Alternative Delegate, preferably the **Deputy Mayor**.

The **Executive**, comprising the President, 2 other elected Mayors, the Secretary and the Treasurer (General Manager/s) makes out-of-session decisions and directions when necessary.

The **General Managers** Committee provides day-to-day operational direction to the **Secretariat**.

**Councillors** of all member Councils may participate in issue-based Working Groups such as the drafting of **regional policies and advocacy** for southern Sydney.

This proposal is for consideration at the next ordinary meeting of SSROC Delegates. It originated with the Sturges Report of February 2014, which proposed a similar model to re-frame the ROC to increase its effectiveness as an advocacy body, by establishing a platform for the region's Mayors to collectively promote the interests of southern Sydney.

The South-East Queensland Council of Mayors is an example (seqmayors.qld.gov.au).

**ITEM-9            CANADA BAY LOCAL TRAFFIC COMMITTEE  
MINUTES - 15 MARCH 2018**

**Department    Technical Services and Operations**

**Author Initials: BM**

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**REPORT**

This report contains the minutes for the Canada Bay Local Traffic Committee meeting held via email on 15 March 2018 for Council's resolution.

**RECOMMENDATION**

THAT the minutes and recommendations of the Canada Bay Local Traffic Committee meeting of 15 March 2018, as mentioned above, be adopted.

**Attachments:**

1. Minutes of the Canada Bay Local Traffic Committee Meeting – 15 March 2018



## TRAFFIC COMMITTEE

Held via email  
on Thursday, 15 March 2018

## MINUTES

### Committee Members:

Cr M Megna	Chair
Sergeant T Crowther	NSW Police
Kathryn Hawkins	Roads & Maritime Services
Ms B Di Pasqua	Representing Local Member of Parliament

### Advisory Members:

Mr J Osland	CCB Council
Mr B MacGillicuddy	CCB Council
Mr A Opera	CCB Council
Ms M Carpenter	CCB Council
Mr L Huang	CCB Council
Mr P Whitney	State Transit Authority, Sydney Buses
Mr B Dawson	Access Committee
Mr G Purves	Bay Bug – Canada Bay Bicycle Users Group

Minute Taker:	Ms Ivette Delgado	CCB Council
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**APOLOGIES**

Nil

**DECLARATIONS OF PECUNIARY INTEREST**

Nil

**CONFIRMATION OF MINUTES**

Traffic Committee Meeting – 15 February 2018

**COMMITTEE RECOMMENDATION**

THAT the minutes of the Traffic Committee Meeting of 15 February 2018 be confirmed.

**ITEM-1 LYONS ROAD, DRUMMOYNE - RMS CLEARWAY AND PARKING RESTRICTIONS**

**REPORT**

The Roads and Maritime Services (RMS) have approached Council with a proposed parking and clearway arrangement to help reduce congestion along Lyons Road between Great North Road, Five Dock and Victoria Road, Drummoyne.

The proposed 'Clearway' will operate 6:00am to 10:00am and 3:00pm to 7:00pm weekdays only. In addition, the RMS has proposed to install 'No Stopping' signage around specific intersections to allow vehicles to travel in the kerbside lane and safely pass vehicles waiting on Lyons Road to turn right into side streets. The proposed 'No Stopping' signage will operate between 10:00am to 3:00pm weekdays and 9:00am to 6:00pm weekends and public holidays.

To off-set the loss of short term parking in Lyons Road as a result of the 'No Stopping' restrictions, the RMS has proposed a number of changes to parking restrictions in the side streets adjoining Lyons Road as detailed in the attachments. The hours of operation for the time restricted parking are designed to align with the hours of operation of the 'Clearway' and 'No Stopping' restrictions on Lyons Road.

The parking on the north side of Gears Avenue was initially proposed to be restricted to '1P' parking however this has been revised to '2P' following feedback received from the community requesting longer term parking.

The proposed changes include expanding and formalising the existing 90 degree angled parking arrangement in Janet Street to increase the number of parking spaces available. As part of this, a new Mobility Impaired Persons Parking Space is to be provided to enhance accessibility to the area.

The proposed changes are subject to the RMS making a final determination with respect to proceeding with the proposed 'Clearway' and 'No Stopping' restrictions in Lyons Road. If they proceed, the RMS has advised that they will reimburse Council for cost associated with implementing the parking changes in local streets.

#### **STAFF RECOMMENDATION**

1. THAT parking restrictions in Byrne Avenue, Gears Avenue, Barney Street, and Brent Street be implemented as shown in the attachments with the costs to be reimbursed by the RMS
2. THAT the 90 degree angled parking arrangement in Janet Street be expanded and formalised as detailed in the attachment with the costs to be reimbursed by the RMS

#### **DISCUSSION**

Item is in order.

#### **COMMITTEE RECOMMENDATION**

1. THAT parking restrictions in Byrne Avenue, Gears Avenue, Barney Street, and Brent Street be implemented as shown in the attachments with the costs to be reimbursed by the RMS
2. THAT the 90 degree angled parking arrangement in Janet Street be expanded and formalised as detailed in the attachment with the costs to be reimbursed by the RMS

#### **ITEM-2 CABARITA PARK, CABARITA - CARPARK RECONFIGURATION**

##### **REPORT**

As part of the Cabarita Wharf upgrade currently being undertaken by the Roads and Maritime Services (RMS), they have reviewed the adjoining carpark and access roadways. As result of these investigations, the RMS has proposed to undertake a series of works to enhance the operation and safety of the area.

At present, existing 'No Parking' restrictions near the boat ramp permits vehicles to wait in an area that obstructs through traffic.

As detailed in the attachment, to address this it is proposed to reconfigure the existing area of 'No Parking' and formalise its use as a pick-up/drop-off area through the installation of 'Kiss & Ride' signage. The nearby circular garden bed is also proposed to be reduced in size slightly to further minimise instances of through traffic being obstructed. These works should generally have a positive impact on access to the boat ramp due to the increased manoeuvring area.

To clarify which direction of traffic has priority at the various intersections of access roadways, a number of 'Give Way' controls are also proposed to be signposted and line marked. Double centrelines located at the access point to the carpark area are designed to enhance the separation of entering and exiting vehicles which naturally converge at this location.

The existing Mobility Impaired Persons Parking Spaces (MIPPS) in the carpark do not comply with current standards and as a result they are proposed to be relocated and reconfigured as detailed in the attachment. An overall expansion of the carpark is proposed along with the provision of a new turning area and associated 'No Parking' restrictions. Currently the turning area at the end of the carpark is constrained, requiring a 3 point turn.

The expansion of the carpark and new turning area is subject to consultation with Aboriginal groups as the area is identified as having Aboriginal heritage significance. As a result, there is the potential that the design of the carpark may be modified and a further report put to the Traffic Committee.

#### **STAFF RECOMMENDATION**

1. THAT the 'No Parking' zone at the pick-up/drop-off area be shortened and the adjoining 'No Stopping' zone correspondingly extended as detailed in the locality plan.
2. THAT 'Give Way' signage and line marking be installed at the various intersections of access roadways as detailed in the locality plan
3. THAT the existing MIPPS be relocated and reconfigured with parking restriction signage changed accordingly as detailed in the locality plan.
4. THAT subject to further heritage consultation and investigations, the carpark be expanded and a new turning area provided including the installation of 'No Parking' signage as detailed in the locality plan.

#### **DISCUSSION**

Item is in order.

#### **COMMITTEE RECOMMENDATION**

1. THAT the 'No Parking' zone at the pick-up/drop-off area be shortened and the adjoining 'No Stopping' zone correspondingly extended as detailed in the locality plan.
2. THAT 'Give Way' signage and line marking be installed at the various intersections of access roadways as detailed in the locality plan
3. THAT the existing MIPPS be relocated and reconfigured with parking restriction signage changed accordingly as detailed in the locality plan.
4. THAT subject to further heritage consultation and investigations, the carpark be expanded and a new turning area provided including the installation of 'No Parking' signage as detailed in the locality plan.

#### **ITEM-3 BERTRAM STREET, MORTLAKE - MIPPS**

##### **REPORT**

Council has received a request for the installation of a Mobility Impaired Person Parking Space (MIPPS) outside 3/41-43 Bertram Street, Mortlake.

At present parking in the area is unrestricted and at times it is difficult to find a vacant parking space in front of 41- 43 Bertram Street.

Whilst this residence does have one off-street parking space accessed via Bennett Lane, due to the nature of the resident's disability and the number of stairs involved, the resident has advised they have significant difficulty utilising it. Were a MIPPS to be provided in Bertram Street, access between the space and the residence would generally be flat with only a few stairs.

##### **STAFF RECOMMENDATION**

THAT a MIPPS be installed on the north side of Bertram Street out the front of number 3/41-43 and the MIPPS register be updated accordingly.

##### **DISCUSSION**

Item is in order.

##### **COMMITTEE RECOMMENDATION**

THAT a MIPPS be installed on the north side of Bertram Street out the front of number 3/41-43 and the MIPPS register be updated accordingly.



**ITEM-4 KILLOOLA STREET, CONCORD WEST - NO STOPPING**

**REPORT**

Lovedale Place is located at Killoola Street near the entrance to the Kokoda Track carpark. This open space is managed by Council and used as an overflow car parking area during events. The open space is accessed by a driveway, which is currently chained to prevent access when it is not being utilised.

At times access to Lovedale Place has been obstructed by vehicles parking across the driveway.

To facilitate access to Lovedale Place from Killoola Street, it is proposed to install a 'No Stopping' zone across the driveway through to the entrance to the Kokoda Track carpark, removing one car space. The removal of one car space at the entrance to the Kokoda Track carpark will also facilitate vehicle turning movements at the end of Killoola Street.

**STAFF RECOMMENDATION**

THAT a 'No Stopping' zone be installed on Killoola Street across the driveway entrance to Lovedale Place through to the entrance of the Kokoda Track carpark as detailed in the locality plan.

**DISCUSSION**

Item is in order.

**COMMITTEE RECOMMENDATION**

THAT a 'No Stopping' zone be installed on Killoola Street across the driveway entrance to Lovedale Place through to the entrance of the Kokoda Track carpark as detailed in the locality plan.

**ITEM-5 BORTFIELD DRIVE, CHISWICK - NO PARKING**

**REPORT**

At its meeting on 18 May 2017, the Traffic Committee considered a report proposing the installation of a 'No Parking' zone in Bortfield Drive, Chiswick, and this was subsequently approved by Council.

This 'No Parking' zone was initially proposed and subsequently installed by the Roads & Maritime Services (RMS) as part of the upgrade to improve accessibility to Chiswick Warf. The 'No Parking' zone on the south side of Bortfield Drive, just west of the pedestrian crossing, is intended to provide a legal area for pick-up/drop-off to occur and can accommodate up to three vehicles.

Following feedback from residents and on-site observations, it is however apparent that the 'No Parking' zone is under-utilized and that one vehicle space for the pick-up/drop-off of passengers would be sufficient. The reduction in the length of the 'No Parking' zone would return two vehicle spaces to unrestricted parking.

Due to the high parking demand in the area and 'No Stopping' zones at the pedestrian crossing, were the 'No Parking' zone to be removed entirely, there would be very limited opportunity for legal pick-up/drop-off movements.

#### **STAFF RECOMMENDATION**

THAT the existing 'No Parking' zone be reduced in length to only accommodate one vehicle and the remainder be returned to unrestricted parking

#### **DISCUSSION**

Item is in order.

#### **COMMITTEE RECOMMENDATION**

THAT the existing 'No Parking' zone be reduced in length to only accommodate one vehicle and the remainder be returned to unrestricted parking

#### **ITEM-6 RENWICK STREET, DRUMMOYNE - WORK ZONE**

##### **REPORT**

Council has received an application for a 'Works Zone' in Renwick Street, Drummoyne, outside number 77 to facilitate construction works at 168 Victoria Road. The owner of 77 Renwick Street has given permission for the applicant to access through their property.

The area is currently restricted to '2P 8am-6pm Mon-Sat Permit Holders Excepted' and it is proposed that a 10m length be changed to 'Works Zone 7am-5pm Mon-Sat', with an initial approval period from mid-March 2018 to mid-September, 2018.

Due to the timing of the application, the 'Works Zone' has been installed following consultation with the Police and Roads and Maritime Services.

**STAFF RECOMMENDATION**

THAT the installation of the 'Works Zone 7am-5pm Mon-Sat' in Renwick Street, Drummoyne, outside number 77 be approved.

**DISCUSSION**

Item is in order.

**COMMITTEE RECOMMENDATION**

THAT the installation of the 'Works Zone 7am-5pm Mon-Sat' in Renwick Street, Drummoyne, outside number 77 be approved.

**ITEM-10 NATIONAL GENERAL ASSEMBLY OF LOCAL  
GOVERNMENT 2018**

**Department Executive Services**

**Author Initials: PG**

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**STRATEGIC CONNECTION**

This report supports FuturesPlan20 Outcome area:  
AV7 We will champion opportunities for involvement in arts, culture and  
lifelong learning

**REPORT**

Council has received an invitation to the Australian Local Government  
Association National General Assembly, to be held in Canberra on 17-20 June  
2018.

The theme for this year's conference is "Australia's Future Make It Local" with  
presentations addressing how councils are shaping the future and responding  
appropriately to the challenges that lie ahead, whether working with other levels  
of government or the private or not-for-profit sector.

The NGA is Council's opportunity to contribute to the ongoing development of  
national local government policy.

The conference program is available at:  
[https://www.conferenceco.com.au/ALGA\\_NGA/](https://www.conferenceco.com.au/ALGA_NGA/)

**FINANCIAL IMPACT**

Registration, accommodation and transport to the National General Assembly  
conference for 3 delegates is \$7223.00.

**RECOMMENDATION**

THAT the Mayor, one other Councillor and the General Manager attend the  
National General Assembly conference in Canberra.

**ITEM-11            DRAFT COMMUNITY STRATEGIC PLAN - YOUR  
FUTURE 2030**

**Department      Community Development**

**Author Initials: SAD**

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**EXECUTIVE SUMMARY**

This report provides the draft community strategic plan, YOUR future 2030 for Council's consideration prior to public exhibition.

It is proposed, subject to Council endorsement, to place the document on public exhibition for 28 days, commencing on 16 April 2018, to seek community feedback prior to adoption.

**STRATEGIC CONNECTION**

This report complies with Section 402 of the Local Government Act 1993 which sets out the requirements for the development of a community strategic plan.

**REPORT**

**Legislative Requirements**

Section 402 of the Local Government Act 1993 states:

- (1)                    Each local government area must have a community strategic plan that has been developed and endorsed by the council. A community strategic plan is a plan that identifies the main priorities and aspirations for the future of the local government area covering a period of at least 10 years from when the plan is endorsed.
- (2)                    A community strategic plan is to establish strategic objectives together with strategies for achieving those objectives.
- (3)                    The council must ensure that the community strategic plan:
  - (a) addresses civic leadership, social, environmental and economic issues in an integrated manner, and
  - (b) is based on social justice principles of equity, access, participation and rights, and
  - (c) is adequately informed by relevant information relating to civic leadership, social, environmental and economic issues, and
  - (d) is developed having due regard to the State government's State Plan and other relevant State and regional plans of the State government.

(4) The council must establish and implement a strategy (its "community engagement strategy"), based on social justice principles, for engagement with the local community when developing the community strategic plan.

(5) Following an ordinary election of councillors, the council must review the community strategic plan before 30 June following the election. The council may endorse the existing plan, endorse amendments to the existing plan or develop and endorse a new community strategic plan, as appropriate to ensure that the area has a community strategic plan covering at least the next 10 years.

(6) A draft community strategic plan or amendment of a community strategic plan must be placed on public exhibition for a period of at least 28 days and submissions received by the council must be considered by the council before the plan or amendment is endorsed by the council.

(7) Within 28 days after a community strategic plan is endorsed, the council must post a copy of the plan on the council's website and provide a copy to the Departmental Chief Executive. A copy of a community strategic plan may be provided to the Departmental Chief Executive by notifying the Minister of the appropriate URL link to access the plan on the council's website.

Council's current community strategic plan is FuturesPlan20 which was first developed in 2008 through significant consultation with community members, partners, stakeholders, and Council staff. Since then, FuturesPlan20 was reviewed in 2010 and 2012 and readopted in 2013.

### **Draft Community Strategic Plan – YOUR future 2030**

In line with the legislative requirements, a new community strategic plan has been developed that identifies the main priorities and aspirations of the community to 2030. The name of the new plan is YOUR future 2030.

YOUR future 2030 identifies five key themes based upon the issues identified throughout the community engagement. These themes also address civic leadership, social, environmental and economic issues in an integrated manner.

1. Inclusive, involved and innovative
2. Environmentally responsible
3. Easy to get around
4. Engaged and future focussed
5. Visionary, smart and accountable.

Each theme has a series of goals (strategic objectives) describing where the community wants to be in 2030 and delivery strategies that describe how the goals may be achieved.

## **Community Engagement Action Plan and Communications Plan**

A Community Engagement Action Plan and a Communications Plan were developed and implemented to guide all engagement and communications during the development of YOUR future 2030.

The Community Engagement Action Plan was adopted by Council in September 2017 with engagement activities focusing heavily on providing opportunities for people with disability, people with English as a second language, hard to reach groups and individuals, and all age groups to get involved.

The principle engagement processes were carried out from September 2017 through to February 2018. Engagement activities included a launch event; meet the Mayor sessions; surveys; focus groups; pop-up sessions; staff engaging with residents at Council and community events; presentations and briefings. Young people were involved in submitting postcards, workshops and surveys.

A comprehensive Community Engagement Outcomes Report has been prepared and placed on Council's website. This document provides a summary of all engagement activities and results. It identifies elements for the community's vision, aspirations and priorities and the recurring themes that arose from the engagement activities.

Supporting all engagement activities was a Communications Plan that included: branding, postcards to all households, emails to all residents and ratepayers on Council's electronic database, print media (Mayor's column and advertising in the Inner West Courier), media releases, and information accessible on-line and in print, e-newsletters, social media and displays.

To ensure that the community was well informed, and could comment upon these issues, Council prepared an Information Pack that provided details on our current and forecast population, where growth is likely to occur, a snapshot of our suburbs and known challenges and opportunities. The Information Pack was available in hard copy and on Council's website. Council also developed an End of Term Report to report on what the Council had achieved over the preceding five years of the previous community strategic plan, FuturesPlan20.

The community engagement process was based on social justice principles of equity, access, participation and rights, the resulting draft YOUR future 2030 document reflects this extensively under *Theme 1: Inclusive, involved and innovative*.

## **State and Regional Plans**

State Government agencies and neighbouring Councils were invited to focus group briefing sessions and state and regional planning documents were reviewed and considered as part of the development of YOUR future 2030. The Greater Sydney Region Plan is the 40 year vision the State Government has developed for

Sydney. Implementation of this document is through a series of district plans and the City of Canada Bay is included in the Eastern City District Plan. Some of the 20 State priorities identified in the Eastern City District Plan in which we can be involved are:

- Providing services and social infrastructure
- Fostering healthy creative, culturally rich and socially connected communities
- Providing housing supply, choice and affordability
- Growing investment, business opportunities and jobs
- Protecting and enhancing bushland and biodiversity
- Delivering high quality open space
- Reducing carbon emissions and managing energy, water and waste.

### **Public Exhibition**

In line with legislative requirements the community strategic plan, YOUR future 2030, will be placed on public exhibition for a period of 28 days from Monday 16 April – Sunday 13 May, 2018. Hard copies of these documents will be available for viewing at the Drummoyne Civic Centre and at Five Dock and Concord Libraries and The Connection, Rhodes. The documents will also be available on Council's website.

### **FINANCIAL IMPACT**

YOUR future 2030 will provide directions for the Council's long-term Financial Plan, Delivery Program 2018-2021 and annual Operational Plans and budgets.

### **RECOMMENDATION**

1. THAT Council endorse YOUR future 2030 and place it on public exhibition for a period of 28 days in accordance with the requirements in the Local Government Act.
2. THAT the period of exhibition be from 16 April – 13 May 2018.
3. THAT a further report be provided following the exhibition period.

### **Attachments:**

1. A copy of the Draft YOUR future 2030 is provided under separate cover.



**ITEM-12            2018/19 TO 2020/21 DELIVERY PROGRAM, 2018/19  
BUDGET AND FEES AND CHARGES**

**Department      Corporate Services**

**Author Initials: SAD and MW**

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**EXECUTIVE SUMMARY**

This report provides the draft Delivery Program 2018-2021 and Operational Plan 2018-2019, Budget and Schedule of Fees and Charges for Council's consideration prior to public exhibition.

It is proposed, subject to Council endorsement, to place the documents on public exhibition for 28 days, commencing on 16 April 2018, to seek community feedback prior to adoption.

**STRATEGIC CONNECTION**

This report supports FuturesPlan20 Outcome area:

IE4      We will be innovative and apply good governance to meet community expectations and legislative obligations.

**REPORT**

**Background**

The *Local Government Amendment (Planning and Reporting) Act 2009* requires Council to prepare a Community Strategic Plan; Delivery Plan (including an annual Operating Plan); Resourcing Strategy and Annual Report. Collectively these documents guide Council business.

Council has undertaken the development and review of the following documents in accordance with legislative requirements:

- 2018-2021 Delivery Plan which includes the draft Operating Plan and Budget for 2018-2019; and
- Draft 2018-2019 Schedule of Fees and Charges.

**Draft Delivery Program 2018-2021 and draft 2018-2019 Operational Plan**

The draft Delivery Program for the period 2018-2021 is Council's response to achieving what is important to the community as expressed in the draft Community Strategic Plan – YOUR future 2030 (the subject of a separate Council Report). The three year Delivery Program outlines the main activities Council will undertake during the period. The document takes the Delivery Strategies from the

draft Community Strategic Plan – YOUR future 2030 and identifies responsible Council service areas, 2018-19 Operational Plan actions to be delivered along with yearly and 3-yearly expected achievements.

The draft Delivery Program is supported by resourcing information including a long-term Financial Plan, Workforce Strategy and Asset Strategy. These integrated documents are reviewed regularly and adjusted to reflect annual budgets and Council's capacity to deliver on community priorities. The Resourcing Section of the draft Delivery Program will be updated prior to exhibition incorporating the financial information contained within this Council report.

### **Draft 2018-2019 Budget**

Council's 2018-2019 Draft Budget has been prepared on the basis of working within rate pegging constraints of overall rate revenue increasing by 2.3%. Other fees and charges have been adjusted to reflect service cost increases, but in the main fall within the range of 2% to 3%. Exceptions to this are highlighted in the commentary to the Draft Schedule of Fees and Charges.

The 2018-2019 Draft Budget delivers a balanced budget comprising an operating budget surplus of \$2,176. The Operating Budget Surplus for the following two years increases to \$21,961 in 2019/20 and further increases to \$340,851 in 2020/21. This indicates a strengthening financial sustainability position over the period of the Delivery Plan.

The Capital Budget includes funding for projects amounting to \$21,396,500 of which \$16,564,700 relate to the renewal of existing infrastructure assets and an allocation of \$4,831,800 for new community assets.

A summary of the 2018/19 Draft Budget and forecasts for the following two years are provided in the table below:

	<b>2018/19</b>	<b>2019/20</b>	<b>2020/21</b>
	<b>Draft Budget</b>	<b>Forecast</b>	<b>Forecast</b>
<b><u>OPERATIONAL BUDGET</u></b>			
<b>Operating Income</b>			
Rates and Annual Charges	52,502,538	54,304,220	56,105,350
User Fees and Charges	17,734,728	18,516,770	18,822,273
Interest	2,610,840	2,632,460	2,606,710
Other Revenue	9,425,874	9,699,080	9,977,400
Grants and Contributions-Operational	4,970,873	5,070,420	5,171,830
<b>Total Operating Income</b>	<b>87,244,853</b>	<b>90,222,950</b>	<b>92,683,563</b>
<b>Operating Expenses</b>			
Employee Costs	36,561,204	37,475,030	38,411,910
Borrowings	170,205	142,029	112,032
Materials & Contracts	23,353,024	24,586,410	24,953,340
Depreciation	12,352,540	12,599,590	12,851,580
Other Expenses	14,805,704	15,397,930	16,013,850
<b>Total Operating Expenses</b>	<b>87,242,677</b>	<b>90,200,989</b>	<b>92,342,712</b>
<b>OPERATIONAL RESULT - SURPLUS/(DEFICIT)</b>	<b>2,176</b>	<b>21,961</b>	<b>340,851</b>
<b><u>CAPITAL BUDGET</u></b>			
<b>Capital Income</b>			
Grants And Contributions-Capital	5,206,667	19,372,367	21,298,734
Proceeds From The Disposal Of Assets	1,332,000	1,332,000	1,332,000
<b>Total Capital Income</b>	<b>6,538,667</b>	<b>20,704,367</b>	<b>22,630,734</b>
<b>Capital Expenses</b>			
Capital Expenditure -Renewal	16,564,700	16,180,000	15,366,900
Capital Expenditure - New	4,831,800	20,412,100	20,132,000
Capital Expenditure - Principal Loan	489,676	517,852	547,849
<b>Total Capital Expenses</b>	<b>21,886,176</b>	<b>37,109,952</b>	<b>36,046,749</b>
<b>CAPITAL RESULT - SURPLUS/(DEFICIT)</b>	<b>(15,347,509)</b>	<b>(16,405,585)</b>	<b>(13,416,015)</b>
<b><u>FUNDING MOVEMENTS</u></b>			
Add Back Depreciation & Amortisation - Non Cash Item	12,352,540	12,599,590	12,851,580
Transfer From Reserve	5,964,373	6,844,762	3,376,134
Transfer To Reserve	2,971,580	3,060,727	3,152,549
<b>TOTAL FUNDING MOVEMENTS</b>	<b>15,345,333</b>	<b>16,383,625</b>	<b>13,075,165</b>
<b>NET RESULT - SURPLUS/(DEFICIT)</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Operating Ratio</b>	<b>0.00%</b>	<b>0.02%</b>	<b>0.37%</b>

The proposed Capital Works Program for 2018/19 to 2020/21 is detailed in the attachment to this report.

Highlights include:

<b>Project</b>	<b>2018/19</b>	<b>2019/20</b>	<b>2020/21</b>	<b>Total Budget Allocation</b>
Redevelopment of Concord Oval	350,000	14,500,000	15,000,000	29,850,000
Regional Cycleway along Patterson/Gipps and Queens Rd	1,000,000	2,000,000	4,000,000	7,000,000
Synthetic Playing Surface and new amenities at Majors Bay Reserve	300,000	2,100,000	2,000,000	4,400,000
Five Dock Public Domain Streetscape Stage 2 – Southern end	2,000,000	1,350,000	-	3,350,000
Footpath Renewal – various locations	921,700	926,100	930,600	2,778,400
Road Pavement Renewal Program	897,500	915,500	933,800	2,746,800
Road Resurfacing Program	835,000	851,700	868,700	2,555,400
Timbrell Park Fields and Amenities upgrade	250,000	1,000,000	1,000,000	2,250,000
Pomeroy St Bridge Replacement	-	1,000,000	1,000,000	2,000,000
Cabarita Pool - Lift Replacement	200,000	800,000	-	1,000,000
Edwards Park Drainage Renewal	800,000	-	-	800,000

### **Draft Schedule of Fees and Charges**

The proposed fees and charges have increased in line with the Local Government Cost Index used by IPART to determine the allowable rate increase. Exceptions to these and proposed additional new fees are highlighted in the following table:

<b>Fee</b>	<b>Amount</b>	<b>% Increase</b>	<b>Justification</b>
<b>Domestic Waste Management</b>	<b>\$402.50</b> (\$372.50) per year	8.0%	This fee has not increased since 14/15 and allows for increased Bulky Household Waste Service for areas in demand.
<b>Compliance Levy – Note Compliance Levy (*)</b>	<b>0.15%</b> of Cost of works	<b>New</b>	Proposed fee on all new DA's lodged to cover the cost of Building Compliance and allow for additional staff resources and an improved service to the Community
<b>Childcare Centres</b> Victoria Avenue Children's Centre Fees	<b>\$124</b> (\$115) per day	7.8%	Reflects increases in costs
Wellbank Children's Centre Fees	<b>\$124</b> (\$115) per day	7.8%	Reflects increases in costs

**Note Compliance Levy (\*)**

*With the continued increase in population and development within the LGA it is essential that Council consider expanding the service provided by Councils Building and Compliance Team. An increased service will allow for additional staff resources, greater education, greater interaction with residents, a pro-active review of developments under construction and a superior response time when a complaint has been received from a resident*

*To ensure an increase to the building and compliance service, a number of Council's have already introduced a compliance levy, namely, Penrith, Tweed, Woollahra, Central Coast, Ryde and Liverpool. The levy introduced by Council's varied between 0.1% at Tweed Council and 0.25% at Liverpool Council.*

## **Public Exhibition**

In line with legislative requirements the draft 2018-2021 Delivery Program, incorporating the draft 2018-2019 Operational Plan and Budget; and the draft 2018-2019 Schedule of Fees and Charges will be placed on public exhibition for a period of 28 days from Monday 16 April – Sunday 13 May, 2018. Hard copies of these documents will be available for viewing at the Drummoyne Civic Centre and at the Five Dock and Concord Libraries. The documents will also be available on Council's website. Additionally, the draft 2018-2019 Schedule of Fees and Charges will be displayed at Council's community facilities where fees apply.

## **FINANCIAL IMPACT**

The 2018-2019 Draft Budget will deliver a small operating budget surplus and a balanced budget overall. The Draft Budget has been developed whilst working within revised income and expenditure forecasts allowed for in Council's Long Term Financial Plan.

## **RECOMMENDATION**

1. THAT Council endorse the draft Delivery Program 2018-2021, incorporating the draft 2018-2019 Budget and Operational Plan and draft Schedule of Fees and Charges, to be placed on public exhibition for a period of 28 days in accordance with the requirements in the Local Government Act.
2. THAT the period of exhibition be from 16 April – 13 May 2018.
3. THAT a further report be provided following the exhibition period.

### Attachments:

1. Draft Capital Works Program 2018/19 to 2020/21
2. 2018-2021 Delivery Plan – circulated under separate cover
3. Draft 2018-2019 Schedule of Fees and Charges – circulated under separate cover

Capital Projects



Projects	Asset Category	Type	Draft 2018/19	Future Years	
				Forecast 2019/20	Forecast 2020/21
<b>Public Bridges</b>					
102759 - Pomeroy St Bridge Replacement	Public Bridges	Asset Renewal	0	1,000,000	1,000,000
<b>Public Bridges Subtotal</b>			<b>0</b>	<b>1,000,000</b>	<b>1,000,000</b>
<b>Buildings</b>					
100287 - Buildings Renewal	Buildings	Asset Renewal	332,400	339,000	345,800
102381 - FDLC Office Space Upgrade	Buildings	Asset Renewal	88,700	0	0
102493 - Goddard Park Amenities Building Upgrade	Buildings	Asset Renewal	200,000	0	0
102512 - Solar Panel Installations	Buildings	New Assets	174,000	0	0
102585 - Redevelopment of Concord Oval	Buildings	New Assets	350,000	14,500,000	15,000,000
102691 - The Connection - Shade Sail Installation	Buildings	New Assets	700,000	0	0
102705 - Council Chambers AV Redevelopment	Buildings	Asset Renewal	190,000	0	0
102706 - Refurbishment of Council Chambers and foyer area	Buildings	Asset Renewal	200,000	0	0
102710 - 0-2 outdoor yard resurfacing	Buildings	Asset Renewal	20,000	0	0
102711 - Hallway soundproofing- Victoria Ave Childcare	Buildings	Asset Renewal	25,000	0	0
102713 - Fire panel system upgrade - Five Dock Leisure Centre	Buildings	Asset Renewal	100,000	0	0
102716 - Concord Library Foyer Construction Plans & QS	Buildings	Asset Renewal	20,000	0	0
102755 - Workshop office upgrade	Buildings	Asset Renewal	12,000	0	0
<b>Buildings Subtotal</b>			<b>2,412,100</b>	<b>14,839,000</b>	<b>15,345,800</b>
<b>Drainage Works</b>					
100448 - Drainage Renewal	Drainage Works	Asset Renewal	265,900	271,200	276,600
100639 - Lower Exile Bay Flood Study	Drainage Works	Asset Renewal	100,000	121,000	0
100903 - Stormwater Management	Drainage Works	Asset Renewal	212,300	216,500	220,800
102707 - 176 George Street raising and overland flow path	Drainage Works	New Assets	100,000	400,000	1,000,000
102725 - Edwards Park Drainage	Drainage Works	Asset Renewal	800,000	0	0
102749 - Recycled Water connection to Majors Bay Reserve	Drainage Works	New Assets	0	150,000	0
<b>Drainage Works Subtotal</b>			<b>1,478,200</b>	<b>1,158,700</b>	<b>1,497,400</b>
<b>Plant &amp; Equipment</b>					
100532 - Fleet - Executive Vehicles	Plant & Equipment	Asset Renewal	160,000	160,000	160,000
100523 - Fleet- Vehicles( Trucks, Utes, Trailers, Mowers)	Plant & Equipment	Asset Renewal	1,146,400	1,146,300	1,146,300
100524 - Fleet-Lease Back Vehicles (Sedans and Wagons)	Plant & Equipment	Asset Renewal	1,283,700	1,283,700	1,283,700
100875 - Small Plant-Engineering	Plant & Equipment	Asset Renewal	12,500	12,500	12,500
100878 - Small Plant-Parks&Gardens-Cap	Plant & Equipment	Asset Renewal	12,500	12,500	12,500
102724 - Electric block and tackle for workshop mezzanine	Plant & Equipment	Asset Renewal	10,000	0	0
<b>Plant &amp; Equipment Subtotal</b>			<b>2,625,100</b>	<b>2,615,000</b>	<b>2,615,000</b>
<b>Public Footpaths</b>					
100290 - Bus Stop Upgrades, Building and Facility Accessibility Works	Public Footpaths	Asset Renewal	100,000	100,000	100,000
100529 - Footpaths Renewal	Public Footpaths	Asset Renewal	921,700	926,100	930,600
100914 - Street Tree Replacement Program	Public Footpaths	Asset Renewal	500,000	500,000	500,000
102481 - Five Dock Public Domain Streetscape (Stage 2 - southern End)	Public Footpaths	Asset Renewal	2,000,000	1,350,000	0
102494 - Henry Lawson Park Foreshore Path	Public Footpaths	Asset Renewal	250,000	0	0
102499 - Victoria Road Footpath and Edwin St Intersection Repair	Public Footpaths	Asset Renewal	665,000	0	0
102685 - New Cycle Connection QEP and Burwood Park - UIAP	Public Footpaths	New Assets	75,000	575,000	0
102687 - Regional Cycleway along Patterson St/Gippo St and Queens Rd	Public Footpaths	Asset Renewal	1,000,000	2,000,000	4,000,000
102708 - Tennyson Road Footpath upgrade Eastern Side	Public Footpaths	New Assets	280,000	0	0
102712 - Access upgrade Rhodes Station to Concord Hospital	Public Footpaths	Asset Renewal	0	100,000	0
102727 - Hen and Chicken Bay East Foreshore Up Grade	Public Footpaths	Asset Renewal	250,000	250,000	250,000
102729 - Arthur Walker Reserve Accessway	Public Footpaths	Asset Renewal	50,000	0	0
102731 - Canada Bay Blue Plan	Public Footpaths	New Assets	150,000	0	0
102739 - Riders Blvd Softfall Installation	Public Footpaths	Asset Renewal	60,000	0	0
102745 - Montlake Boardwalk	Public Footpaths	New Assets	0	500,000	500,000
102748 - Lyons Road Footpath Upgrade Northern side	Public Footpaths	Asset Renewal	0	250,000	240,000
<b>Public Footpaths Subtotal</b>			<b>6,301,700</b>	<b>6,551,100</b>	<b>6,520,600</b>
<b>Furniture&amp;Fittings</b>					
100384 - Conc Library Furniture and Fittings	Furniture&Fittings	New Assets	7,000	7,300	7,600
100512 - Five Dock Library Furniture	Furniture&Fittings	New Assets	6,000	6,200	6,400
102035 - Whitegoods - Council Buildings	Furniture&Fittings	Asset Renewal	22,000	22,000	22,000
102754 - Compactors for storing & securing fleet spare part	Furniture&Fittings	New Assets	20,000	0	0
<b>Furniture&amp;Fittings Subtotal</b>			<b>55,000</b>	<b>35,500</b>	<b>36,000</b>
<b>Other Assets Heritage</b>					
102514 - Public Art - Asset Renewals	Other Assets Heritage	Asset Renewal	20,000	0	0
102719 - Timbrell Park midden - covering (protection) of midden	Other Assets Heritage	New Assets	30,000	0	0
102726 - Tree Lighting at Lyons Road War Memorial	Other Assets Heritage	New Assets	123,000	0	0
<b>Other Assets Heritage Subtotal</b>			<b>173,000</b>	<b>0</b>	<b>0</b>
<b>Land(Improvements)</b>					
102041 - Wangal Park	Land(Improvements)	New Assets	211,700	500,000	0
102686 - New Playing Fields on Charles Heath Reserve	Land(Improvements)	New Assets	200,000	0	0
102735 - Jesse Stewart Sports Field Rebuild	Land(Improvements)	New Assets	200,000	0	0
102736 - Goddard Park (Top Section) Sportsfield Irrigation	Land(Improvements)	New Assets	50,000	0	0
102747 - Rothwell Park Rebuild	Land(Improvements)	Asset Renewal	0	400,000	0
102751 - Greenlees Park Sports Field Rebuild	Land(Improvements)	Asset Renewal	0	0	90,000
102760 - Synthetic playing surface and New Amenities at Majors Bay Re	Land(Improvements)	New Assets	300,000	2,100,000	2,000,000
<b>Land(Improvements) Subtotal</b>			<b>961,700</b>	<b>3,000,000</b>	<b>2,090,000</b>
<b>Other Assets(Library)</b>					
100614 - Library Audio/Visual	Other Assets(Library)	New Assets	63,500	66,100	68,700
100615 - Library Books	Other Assets(Library)	New Assets	237,200	246,800	256,700
100619 - Library Periodicals	Other Assets(Library)	New Assets	35,900	35,900	38,800

Capital Projects



Projects	Asset Category	Type	Draft 2018/19	Future Years	
				Forecast 2019/20	Forecast 2020/21
102038 - Library Cataloguing and Processing	Other Assets(Library)	New Assets	96,000	99,800	103,800
<b>Other Assets(Library) Subtotal</b>			<b>432,600</b>	<b>448,600</b>	<b>468,000</b>
<b>Office Equipment</b>					
102720 - Media Camera	Office Equipment	New Assets	2,500	0	0
<b>Office Equipment Subtotal</b>			<b>2,500</b>	<b>0</b>	<b>0</b>
<b>Other Structures</b>					
100725 - Parks Renewal - Playground Equipment	Other Structures	Asset Renewal	299,200	305,200	311,300
100862 - Seawall Renewal-Cap	Other Structures	Asset Renewal	293,600	299,500	305,500
100873 - Skateboard Park	Other Structures	Asset Renewal	30,000	30,000	30,000
100890 - Sports Fields-Cap	Other Structures	Asset Renewal	450,000	0	0
102479 - Rhodes Park Community and Therapy Garden	Other Structures	New Assets	150,000	0	0
102709 - Improve passive water craft access at Battersea Park	Other Structures	New Assets	160,000	0	0
102717 - Uhrs Point Reserve launch facilities	Other Structures	New Assets	100,000	0	0
102718 - Cabarita Park eastern foreshore bollard lighting	Other Structures	New Assets	80,000	0	0
102721 - Hoskins Reserve - Rhodes Community Garden Structure	Other Structures	New Assets	120,000	0	0
102722 - Living Infrastructure Study	Other Structures	New Assets	80,000	0	0
102728 - Drummoyne Oval/ Taplin stormwater reuse	Other Structures	Asset Renewal	200,000	200,000	0
102730 - Shade Program	Other Structures	Asset Renewal	50,000	50,000	50,000
102732 - Timbrell Park Fields and Amenities Upgrade	Other Structures	New Assets	250,000	1,000,000	1,000,000
102734 - Outdoor Exercise Equipment	Other Structures	New Assets	50,000	50,000	50,000
102737 - Rhodes Foreshore Lighting Replacement	Other Structures	New Assets	200,000	0	0
102740 - Exlie Bay Foreshore Lighting	Other Structures	New Assets	100,000	0	0
102743 - Dog Off Leash Site Improvements	Other Structures	Asset Renewal	0	40,000	40,000
102746 - Barnwell Park Golf Course Tank Upgrade	Other Structures	Asset Renewal	0	100,000	100,000
102750 - Create a Swimsite at Bayview Park	Other Structures	New Assets	0	0	100,000
102753 - New Playground at Tom Murphy ReservePlayground	Other Structures	New Assets	0	125,000	0
<b>Other Structures Subtotal</b>			<b>2,612,800</b>	<b>2,199,700</b>	<b>1,986,800</b>
<b>Public Roads</b>					
100322 - Capital Works Traffic Facilities	Public Roads	Asset Renewal	149,600	152,600	155,700
100594 - Kerb/Gutter Renewal	Public Roads	Asset Renewal	199,400	203,400	207,500
100796 - Regional Roads	Public Roads	Asset Renewal	114,000	116,300	118,600
100832 - Road Pavement Renewal-Cap	Public Roads	Asset Renewal	897,500	915,500	933,800
100833 - Road Restorations	Public Roads	Asset Renewal	800,000	500,000	500,000
100835 - Road Resurfacing Program	Public Roads	Asset Renewal	835,000	851,700	868,700
100839 - Roads To Recovery Program	Public Roads	Asset Renewal	0	290,000	290,000
100941 - The Terrace-Embankment Stabilisation	Public Roads	Asset Renewal	0	450,000	450,000
100949 - Traffic Committee Initiatives	Public Roads	Asset Renewal	40,000	40,000	40,000
102738 - Moseley Street Pedestrian Crossing Upgrade	Public Roads	Asset Renewal	160,000	0	0
102744 - Streetlight LED Deployment	Public Roads	Asset Renewal	375,000	375,000	375,000
<b>Public Roads Subtotal</b>			<b>3,570,500</b>	<b>3,894,500</b>	<b>3,938,300</b>
<b>Swimming Pool</b>					
102482 - Drummoyne Pool - Changing Room Refurbishment	Swimming Pool	Asset Renewal	121,300	0	0
102715 - Decking and BBQ Area at Drummoyne Swimming Centre	Swimming Pool	Asset Renewal	50,000	0	0
102723 - Cabarita Pool Solar Hot Water	Swimming Pool	New Assets	130,000	0	0
102741 - Cabarita Pool faulty tile replacement	Swimming Pool	Asset Renewal	150,000	0	0
102742 - Cabarita Pool - Replacement of lift	Swimming Pool	Asset Renewal	200,000	800,000	0
102752 - Cabarita Swimming Centre Additional Shade	Swimming Pool	New Assets	0	50,000	0
102758 - Drummoyne Pool Lighting Upgrade	Swimming Pool	Asset Renewal	120,000	0	0
<b>Swimming Pool Subtotal</b>			<b>771,300</b>	<b>850,000</b>	<b>0</b>
<b>Total</b>			<b>21,396,500</b>	<b>36,592,100</b>	<b>35,498,900</b>
		<b>Asset Renewal</b>	<b>16,564,700</b>	<b>16,180,000</b>	<b>15,366,900</b>
		<b>New Assets</b>	<b>4,831,800</b>	<b>20,412,100</b>	<b>20,132,000</b>
Run Date: 05-Apr-2018	Infrastructure	<b>Asset Renewal</b>	<b>13,897,600</b>	<b>13,543,000</b>	<b>12,729,900</b>
		<b>Est Infrastructure Depreciation</b>	<b>10,134,000</b>	<b>10,336,700</b>	<b>10,543,400</b>
		<b>Asset Renewal Ratio</b>	137%	131%	121%



**ITEM-13 CASH INVESTMENT REPORT FOR MARCH 2018**

**Department Corporate Services**

**Author Initials: TM**

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**STRATEGIC CONNECTION**

This report supports FuturesPlan20 Outcome area:  
IE4 We will be innovative and apply good governance to meet community expectations and legislative obligations.

**REPORT**

The Cash at Bank and Cash Investments are summarised below:

<b>Month</b>	<b>Cash At Bank</b>	<b>Cash Investments</b>	<b>Total Cash</b>
March 2018	\$300,058.81	\$98,560,973.24	\$98,861,032.05

The detailed Schedule of Investments held as at 31<sup>st</sup> March 2018 is also provided as follows:

Statement of Cash Investments 31<sup>st</sup> March 2018

STATEMENT OF CASH INVESTMENTS								S&P Rating	
Issued Date	Bank/Issuer	Term	Interest	Fair Value	Maturity Date	% of Portfolio	Investment Type	Long Term Rating	Short Term Rating
18/08/2017	Commonwealth Bank of Australia	228	2.45%	\$1,000,000.00	3/04/2018	1.02%	Term Deposits	AA-	A-1+
29/09/2017	Suncorp Metway	187	2.55%	\$2,500,000.00	4/04/2018	2.54%	Term Deposits	A+	A-1
25/08/2017	Commonwealth Bank of Australia	224	2.46%	\$2,000,000.00	6/04/2018	2.03%	Term Deposits	AA-	A-1+
29/08/2017	Commonwealth Bank of Australia	227	2.50%	\$1,000,000.00	13/04/2018	1.02%	Term Deposits	AA-	A-1+
1/09/2017	National Australia Bank	224	2.55%	\$2,000,000.00	13/04/2018	2.03%	Term Deposits	AA-	A-1+
21/07/2017	AMP Bank	273	2.60%	\$1,000,000.00	20/04/2018	1.02%	Term Deposits	A	A-1
1/09/2017	Suncorp Metway	231	2.45%	\$1,000,000.00	20/04/2018	1.02%	Term Deposits	A+	A-1
25/08/2017	Commonwealth Bank of Australia	242	2.51%	\$1,500,000.00	24/04/2018	1.52%	Term Deposits	AA-	A-1+
31/10/2017	Police Credit Union SA	178	2.73%	\$1,000,000.00	27/04/2018	1.02%	Term Deposits	NR	NR
4/08/2017	AMP Bank	271	2.60%	\$1,000,000.00	2/05/2018	1.02%	Term Deposits	A	A-1
1/09/2017	Commonwealth Bank of Australia	245	2.55%	\$2,000,000.00	4/05/2018	2.03%	Term Deposits	AA-	A-1+
28/11/2017	Police Credit Union SA	171	2.75%	\$1,000,000.00	18/05/2018	1.02%	Term Deposits	NR	NR
24/11/2017	Australian Military Bank	181	2.60%	\$1,000,000.00	24/05/2018	1.02%	Term Deposits	NR	NR
31/05/2017	Defence Bank	366	2.80%	\$2,000,000.00	1/06/2018	2.03%	Term Deposits	BBB	A-2
1/12/2017	Members Equity Bank	189	2.80%	\$2,000,000.00	8/06/2018	2.03%	Term Deposits	BBB	A-2
13/09/2017	AMP Bank	272	2.60%	\$1,000,000.00	12/06/2018	1.02%	Term Deposits	A	A-1
6/12/2017	Auswide Bank Ltd	189	2.65%	\$2,000,000.00	13/06/2018	2.03%	Term Deposits	BBB-	NR
12/03/2018	Suncorp Metway	95	2.45%	\$2,000,000.00	15/06/2018	2.03%	Term Deposits	A+	A-1
15/12/2017	Auswide Bank Ltd	182	2.65%	\$1,000,000.00	15/06/2018	1.02%	Term Deposits	BBB-	NR
20/12/2017	Bank of Queensland	184	2.60%	\$2,000,000.00	22/06/2018	2.03%	Term Deposits	BBB+	A-2
29/03/2018	Bankwest	92	2.50%	\$1,000,000.00	29/06/2018	1.02%	Term Deposits	AA-	A-1+
12/01/2018	Bankwest	182	2.55%	\$2,000,000.00	13/07/2018	2.03%	Term Deposits	AA-	A-1+
24/11/2017	Suncorp Metway	243	2.50%	\$2,000,000.00	25/07/2018	2.03%	Term Deposits	A+	A-1
27/10/2017	Defence Bank	273	2.65%	\$1,000,000.00	27/07/2018	1.02%	Term Deposits	BBB	A-2
29/01/2018	Bananacoast Community Credit Union	186	2.67%	\$1,000,000.00	3/08/2018	1.02%	Term Deposits	NR	NR
11/12/2017	Credit Union Australia	239	2.67%	\$2,000,000.00	7/08/2018	2.03%	Term Deposits	BBB	A-2
13/11/2017	Bank of Queensland	270	2.60%	\$2,000,000.00	10/08/2018	2.03%	Term Deposits	BBB+	A-2
17/11/2017	Police Credit Union SA	273	2.70%	\$1,000,000.00	17/08/2018	1.02%	Term Deposits	NR	NR
1/09/2017	Westpac Bank	365	2.65%	\$2,500,000.00	1/09/2018	2.54%	Term Deposits	AA-	A-1+
2/09/2017	Westpac Bank	365	2.65%	\$2,500,000.00	2/09/2018	2.54%	Term Deposits	AA-	A-1+
2/03/2018	MyState Ltd	185	2.60%	\$2,000,000.00	3/09/2018	2.03%	Term Deposits	BBB	A-2
5/09/2017	Westpac Bank	365	2.65%	\$2,500,000.00	5/09/2018	2.54%	Term Deposits	AA-	A-1+
8/09/2017	Bank Australia	364	2.80%	\$2,000,000.00	7/09/2018	2.03%	Term Deposits	BBB	A-2
9/09/2017	Westpac Bank	365	2.65%	\$2,000,000.00	9/09/2018	2.03%	Term Deposits	AA-	A-1+
8/09/2017	Bananacoast Community Credit Union	371	2.60%	\$2,000,000.00	14/09/2018	2.03%	Term Deposits	NR	NR
16/09/2017	Westpac Bank	365	2.65%	\$2,500,000.00	16/09/2018	2.54%	Term Deposits	AA-	A-1+
21/09/2017	Westpac Bank	365	2.67%	\$1,500,000.00	21/09/2018	1.52%	Term Deposits	AA-	A-1+
8/02/2018	Auswide Bank Ltd	239	2.55%	\$1,500,000.00	5/10/2018	1.52%	Term Deposits	BBB-	NR
16/03/2018	National Australia Bank	210	2.55%	\$1,500,000.00	12/10/2018	1.52%	Term Deposits	AA-	A-1+
19/01/2018	AMP Bank	273	2.65%	\$1,000,000.00	19/10/2018	1.02%	Term Deposits	A	A-1
23/03/2018	National Australia Bank	217	2.58%	\$1,500,000.00	26/10/2018	1.52%	Term Deposits	AA-	A-1+
16/02/2018	AMP Bank	273	2.65%	\$1,000,000.00	16/11/2018	1.02%	Term Deposits	A	A-1
29/11/2017	Defence Bank	365	2.75%	\$1,000,000.00	29/11/2018	1.02%	Term Deposits	BBB	A-2
29/11/2017	Australian Military Bank	366	2.65%	\$1,000,000.00	30/11/2018	1.02%	Term Deposits	NR	NR
8/12/2017	MyState Ltd	364	2.70%	\$2,000,000.00	7/12/2018	2.03%	Term Deposits	BBB	A-2
15/12/2017	Credit Union Australia	364	2.65%	\$2,000,000.00	14/12/2018	2.03%	Term Deposits	BBB	A-2
7/03/2018	Commonwealth Bank of Australia	308	2.60%	\$1,000,000.00	9/01/2019	1.02%	Term Deposits	AA-	A-1+
20/03/2018	Police Credit Union SA	304	2.80%	\$1,000,000.00	18/01/2019	1.02%	Term Deposits	NR	NR
16/02/2018	Westpac Bank	364	2.65%	\$3,545,308.22	15/02/2019	3.60%	Term Deposits	AA-	A-1+
23/02/2018	ING Bank	364	2.64%	\$2,000,000.00	22/02/2019	2.03%	Term Deposits	A	A-1
28/02/2018	Westpac Bank	366	2.64%	\$2,000,000.00	1/03/2019	2.03%	Term Deposits	AA-	A-1+
14/11/2017	ING Bank	696	2.90%	\$2,000,000.00	11/10/2019	2.03%	Term Deposits	A	A-1
2/02/2018	Commonwealth Bank of Australia	728	2.83%	\$1,500,000.00	31/01/2020	1.52%	Term Deposits	AA-	A-1+
29/10/2015	Bank of Queensland	Note	2.93%	\$1,000,000.00	29/04/2019	1.02%	Floating Rate Notes	BBB+	A-2
17/07/2017	Members Equity Bank	Note	3.24%	\$2,000,000.00	18/07/2019	2.03%	Floating Rate Notes	BBB	A-2
2/08/2017	QT Mutual Bank Ltd	Note	2.93%	\$2,000,000.00	2/08/2019	2.03%	Floating Rate Notes	BBB+	A-2
20/08/2015	Bendigo and Adelaide Bank	Note	2.87%	\$2,000,000.00	18/08/2020	2.03%	Floating Rate Notes	BBB+	A-2
20/10/2015	Suncorp Metway	Note	3.05%	\$1,000,000.00	20/10/2020	1.02%	Floating Rate Notes	A+	A-1
6/12/2017	QBANK	Note	3.35%	\$1,000,000.00	6/12/2020	1.02%	Floating Rate Notes	BBB-	NR
	Commonwealth Bank of Australia		1.45%	\$2,515,665.02		2.55%	At Call	AA-	A-1+
	AMP Bank		2.05%	\$0.00		0.00%	At Call	A	A-1
	TOTAL INVESTMENTS at 31/03/2018		2.64%	\$98,560,973.24		100.00%			
	TOTAL INVESTMENTS at 28/02/2018			\$9,500,000.00					
	Net Increase/(Decrease) in Investments			\$89,060,973.24					

RECOMMENDATION

THAT the Cash and Investment Report for March 2018 be received and noted.

Attachments:

1. Investment Report March 2018

INVESTMENT  
REPORT  
MARCH 2018

INVESTMENT REPORT MARCH 2018

Investment Report MARCH 2018

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Investment Report MARCH 2018

MARCH 2018 Investment Report

Statement of Cash Investments as at 31 March 2018

STATEMENT OF CASH INVESTMENTS								S&P Rating	
Issued Date	Bank/Issuer	Term	Interest	Fair Value	Maturity Date	% of Portfolio	Investment Type	Long Term Rating	Short Term Rating
18/08/2017	Commonwealth Bank of Australia	228	2.45%	\$1,000,000.00	3/04/2018	1.02%	Term Deposits	AA-	A-1+
29/09/2017	Suncorp Metway	187	2.55%	\$2,500,000.00	4/04/2018	2.54%	Term Deposits	A+	A-1
25/08/2017	Commonwealth Bank of Australia	224	2.46%	\$2,000,000.00	6/04/2018	2.03%	Term Deposits	AA-	A-1+
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5/09/2017	Westpac Bank	365	2.65%	\$2,500,000.00	5/09/2018	2.54%	Term Deposits	AA-	A-1+
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21/09/2017	Westpac Bank	365	2.67%	\$1,500,000.00	21/09/2018	1.52%	Term Deposits	AA-	A-1+
8/02/2018	Auswide Bank Ltd	239	2.55%	\$1,500,000.00	5/10/2018	1.52%	Term Deposits	BBB-	NR
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19/01/2018	AMP Bank	273	2.65%	\$1,000,000.00	19/10/2018	1.02%	Term Deposits	A	A-1
23/03/2018	National Australia Bank	217	2.58%	\$1,500,000.00	26/10/2018	1.52%	Term Deposits	AA-	A-1+
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29/11/2017	Defence Bank	365	2.75%	\$1,000,000.00	29/11/2018	1.02%	Term Deposits	BBB	A-2
29/11/2017	Australian Military Bank	366	2.65%	\$1,000,000.00	30/11/2018	1.02%	Term Deposits	NR	NR
8/12/2017	MyState Ltd	364	2.70%	\$2,000,000.00	7/12/2018	2.03%	Term Deposits	BBB	A-2
15/12/2017	Credit Union Australia	364	2.65%	\$2,000,000.00	14/12/2018	2.03%	Term Deposits	BBB	A-2
7/03/2018	Commonwealth Bank of Australia	308	2.60%	\$1,000,000.00	9/01/2019	1.02%	Term Deposits	AA-	A-1+
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16/02/2018	Westpac Bank	364	2.65%	\$3,545,308.22	15/02/2019	3.80%	Term Deposits	AA-	A-1+
23/02/2018	ING Bank	364	2.64%	\$2,000,000.00	22/02/2019	2.03%	Term Deposits	A	A-1
28/02/2018	Westpac Bank	366	2.64%	\$2,000,000.00	1/03/2019	2.03%	Term Deposits	AA-	A-1+
14/11/2017	ING Bank	696	2.90%	\$2,000,000.00	11/10/2019	2.03%	Term Deposits	A	A-1
2/02/2018	Commonwealth Bank of Australia	729	2.83%	\$1,500,000.00	31/01/2020	1.52%	Term Deposits	AA-	A-1+
29/10/2015	Bank of Queensland	Note	2.93%	\$1,000,000.00	29/04/2019	1.02%	Floating Rate Notes	BBB+	A-2
17/07/2017	Members Equity Bank	Note	3.24%	\$2,000,000.00	18/07/2019	2.03%	Floating Rate Notes	BBB	A-2
2/08/2017	QT Mutual Bank Ltd	Note	2.93%	\$2,000,000.00	2/08/2019	2.03%	Floating Rate Notes	BBB+	A-2
20/08/2015	Bendigo and Adelaide Bank	Note	2.87%	\$2,000,000.00	18/08/2020	2.03%	Floating Rate Notes	BBB+	A-2
20/10/2015	Suncorp Metway	Note	3.05%	\$1,000,000.00	20/10/2020	1.02%	Floating Rate Notes	A+	A-1
6/12/2017	QBANK	Note	3.35%	\$1,000,000.00	6/12/2020	1.02%	Floating Rate Notes	BBB-	NR
	Commonwealth Bank of Australia		1.45%	\$2,515,665.02		2.55%	At Call	AA-	A-1+
	AMP Bank		2.05%	\$0.00		0.00%	At Call	A	A-1
	TOTAL INVESTMENTS at 31/03/2018		2.64%	\$98,560,973.24		100.00%			
	TOTAL INVESTMENTS at 28/02/2018			\$9,500,000.00					
	Net Increase/(Decrease) in Investments			\$89,060,973.24					

**Certificate of the Responsible Accounting Officer**

I certify that as at the date of this report, the investments listed have been made and are held in compliance with Council's Investment Policy and applicable legislation.

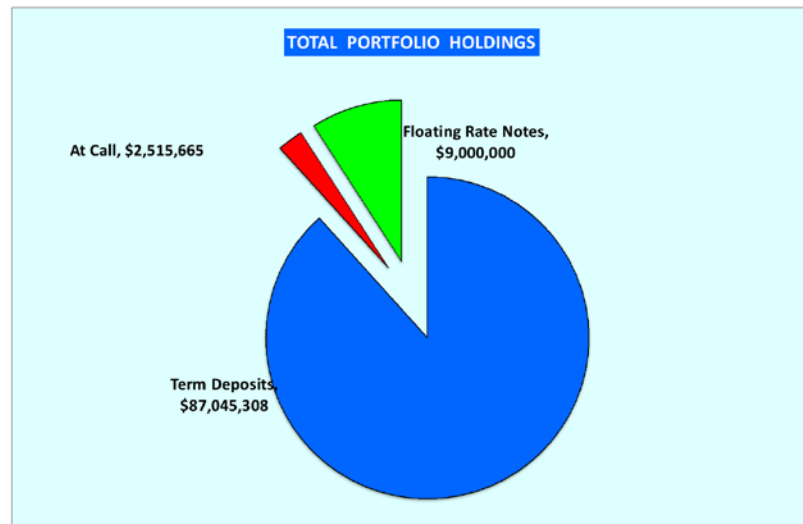
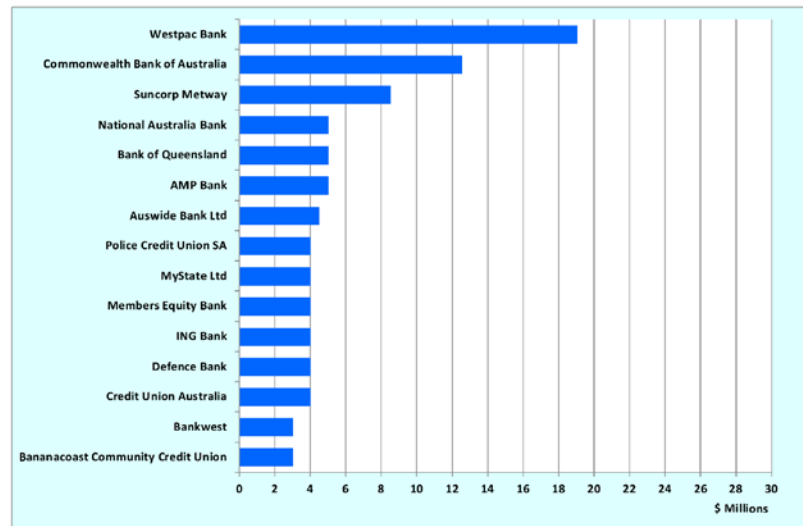
Bob Pigott

Date: 5 April 2018

Owner: [Enter Doc owner]  
Last revised: 7/12/2015

Investment Report MARCH 2018

Total Investment Deposits by Institution as at 31 March 2018



Investment Report MARCH 2018

Individual Counterparty Limits for Term Deposits, Floating Rate TDs, and FRNs as per Council Investment Policy

ST Ratings	ADI	Policy Limit	% of Portfolio
A-1+	Bankwest	45%	3.04%
	Commonwealth Bank of Australia	45%	12.70%
	National Australia Bank	45%	5.07%
	Westpac Bank	45%	19.32%
A-1	AMP Bank	30%	5.07%
	ING Bank	30%	4.06%
	Suncorp Metway	30%	8.62%
A-2	Bank Australia	10%	2.03%
	Bank of Queensland	10%	5.07%
	Bendigo and Adelaide Bank	10%	2.03%
	Beyond Bank Australia	10%	0.00%
	Credit Union Australia	10%	4.06%
	Defence Bank	10%	4.06%
	Members Equity Bank	10%	4.06%
	MyState Ltd	10%	4.06%
	Peoples Choice Credit Union	10%	0.00%
	QT Mutual Bank Ltd	10%	2.03%
NR	Australian Military Bank	10%	2.03%
	Auswide Bank Ltd	10%	4.57%
	Bananacoast Community Credit Union	10%	3.04%
	Police Credit Union SA	10%	4.06%
	QBANK	10%	1.01%
<b>Total Portfolio</b>			<b>100.00%</b>

Counter Party Class Limits for Term Deposits, Floating Rate TDs, and FRNs as per Council's Investment Policy (excluding At Call Deposits)

Type Long Term	Holdings	Policy Limit	% Portfolio
AA-	\$39,560,973.24	Unlimited	40.14%
A+	\$8,500,000.00	80%	8.62%
A	\$9,000,000.00	80%	9.13%
A-	\$0.00	80%	0.00%
BBB+	\$9,000,000.00	30%	9.13%
BBB	\$18,000,000.00	30%	18.26%
BBB-	\$5,500,000.00	30%	5.58%
NR	\$9,000,000.00	15%	9.13%
<b>Total</b>	<b>\$98,560,973.24</b>		<b>100.00%</b>

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Investment Transactions during March 2018

Date	Transaction Type	Bank/Issuer	Investment Type	Term (Days)	Interest Rate	Transaction Amount	Interest Paid
28/02/2018	Balance	Investment Balance Fair Value				\$99,258,086.83	
2/03/2018	Maturity	Members Equity Bank	Term Deposit	303	2.70%	(\$2,000,000.00)	\$44,827.40
2/03/2018	Purchase	MyState Ltd	Term Deposit	185	2.60%	\$2,000,000.00	
6/03/2018	Reset	QBANK	FRN	90	3.25%	\$1,000,000.00	
6/03/2018	Reset	QBANK	FRN	90	3.25%	(\$1,000,000.00)	\$8,026.00
7/03/2018	Maturity	Bankwest	Term Deposit	204	2.42%	(\$1,000,000.00)	\$13,525.48
7/03/2018	Purchase	Commonwealth Bank of Australia	Term Deposit	308	2.60%	\$1,000,000.00	
9/03/2018	Maturity	Suncorp Metway	Term Deposit	212	2.45%	(\$2,000,000.00)	\$28,460.27
12/03/2018	Purchase	Suncorp Metway	Term Deposit	95	2.45%	\$2,000,000.00	
16/03/2018	Maturity	National Australia Bank	Term Deposit	205	2.51%	(\$1,500,000.00)	\$21,145.90
16/03/2018	Purchase	National Australia Bank	Term Deposit	210	2.55%	\$1,500,000.00	
20/03/2018	Maturity	Suncorp Metway	Term Deposit	217	2.45%	(\$1,000,000.00)	\$14,565.75
20/03/2018	Purchase	Police Credit Union SA	Term Deposit	304	2.80%	\$1,000,000.00	
23/03/2018	Maturity	National Australia Bank	Term Deposit	217	2.50%	(\$2,200,000.00)	\$32,698.64
23/03/2018	Purchase	National Australia Bank	Term Deposit	217	2.58%	\$1,500,000.00	
29/03/2018	Maturity	Bankwest	Term Deposit	213	2.45%	(\$1,000,000.00)	\$14,297.26
29/03/2018	Purchase	Bankwest	Term Deposit	92	2.50%	\$1,000,000.00	
31/03/2018	Activity	AMP	At Call		2.05%	\$0.00	
31/03/2018	Activity	Commonwealth Bank of Australia	At Call		1.45%	\$2,886.41	\$2,886.41
31/03/2018		<b>EOM Balance</b>			<b>Total</b>	<b>\$98,560,973.24</b>	<b>\$180,433.11</b>

Total Interest Received during March 2018

GL Account	Type	March
10-1123-1465-40068	Investments	\$177,546.70
10-1123-1465-40067	At Call Accounts	\$2,886.41
	<b>Sub-Total</b>	<b>\$180,433.11</b>
10-1123-1465-40066	General Bank Account	\$1,222.17
	<b>Total</b>	<b>\$181,655.28</b>



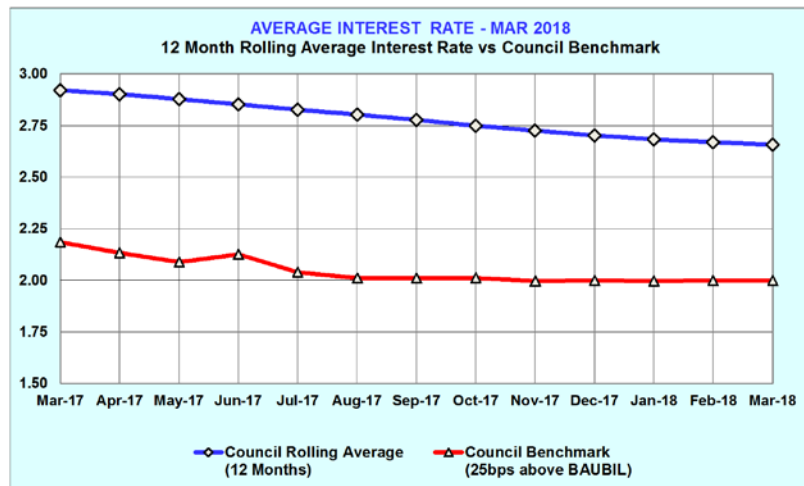
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Statement of Consolidated Cash and Investments

Consolidated Cash & Investments			
<b>Cash &amp; Investments</b>			
Cash At Bank as at 31st March 2018		300,058.81	
Investments at Fair Value		98,560,973.24	
<b>Total Cash &amp; Investments</b>			<b>\$98,861,032.05</b>
The above cash and investments are comprised of:			
<b>Externally Restricted Reserves</b>			
Externally restricted reserves refer to funds received that are restricted by externally imposed requirements for expenditure on specific purposes. Externally restricted reserves include unexpended developer contributions under Section 94.			
<b>Total External Restrictions</b>			<b>\$50,538,490.14</b>
<b>Internally Restricted Reserves</b>			
Internally restricted reserves are funds restricted in the use by resolution or policy of Council			
<b>Total Internal Restrictions</b>			<b>\$29,445,337.91</b>
<b>Total Unrestricted Cash &amp; Investments</b>			<b>\$18,877,204.00</b>
<b>Total Cash &amp; Investments</b>			<b>\$98,861,032.05</b>

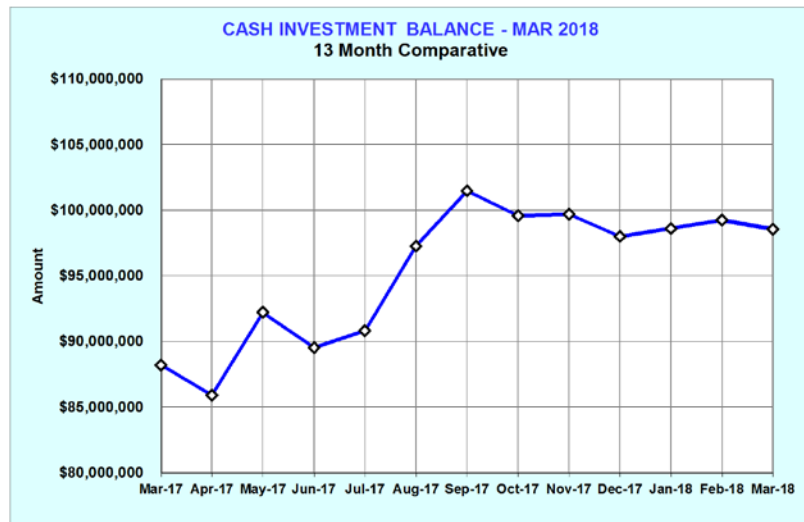
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Comparative Graphs

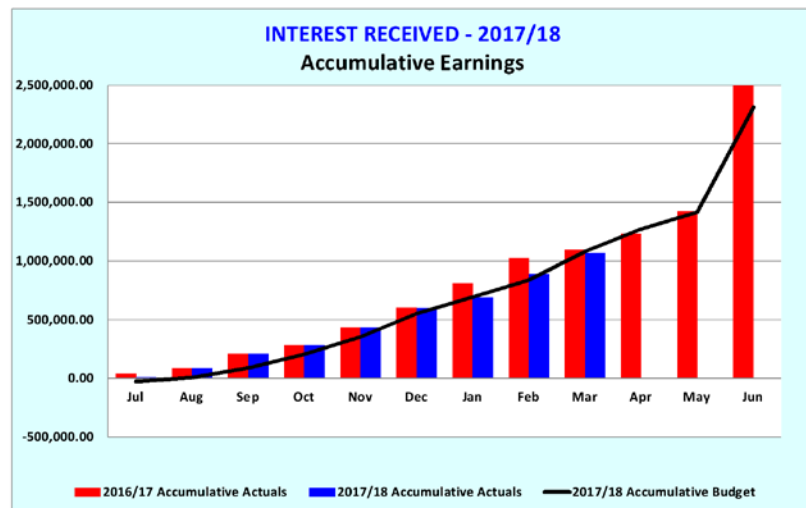
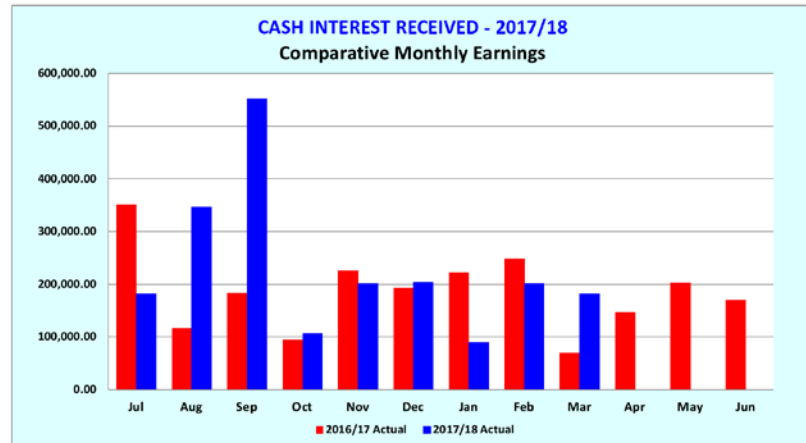


The BAUBIL (Bloomberg Ausbond Bank Bill) Index is engineered to measure the Australian money market by representing a passively-managed short term money market portfolio. This index is comprised of 13 synthetic instruments defined by rates interpolated from the RBA 24-hour cash rate, 1M BBSW, and 3M BBSW.

The Annual Average BAUBIL plus 25bps (a quarter of 1 percent) forms Council's benchmark rate against which Council's actual investment returns are compared.



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**ITEM-14 NOTICE OF MOTION - CR JAGO - DIVESTMENT OF COUNCIL INVESTMENTS**

**Department Executive Services**

**Author Initials: CJ**

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The following Notice of Motion has been received from Councillor Jago:

**REPORT**

**Background**

Currently 26 councils in Australia have passed divestment motions, including 9 in NSW. Based on its January 2018 investment report, Canada Bay Council has some 56% of its portfolio invested in financial institutions which make loans to the coal, oil and gas sectors (fossil fuels).

Many Australian and international companies operate businesses based on the assumption that existing businesses using fossil fuels and with the option to develop existing reserves will continue based on past expectations. However, the financial market media (see links below) have increasingly identified an emerging high risk for the fossil fuel sector with potentially overvalued assets and low market perception of businesses which could be subject to shocks due to the falling costs of renewables and additional regulation aimed at reducing carbon emissions.

**Links**

<https://www.smh.com.au/environment/climate-change/climate-change-australia-set-to-be-lumbered-with-costly-stranded-assets-20150618-ghrpo5.html>  
<http://www.lse.ac.uk/GranthamInstitute/faqs/what-are-stranded-assets/>  
<https://www.minterellison.com/articles/stranded-assets>  
<https://www.marketforces.org.au/info/key-issues/stranded-assets/>  
[https://en.wikipedia.org/wiki/Australian\\_Local\\_Government\\_Fossil\\_Fuel\\_Divestment](https://en.wikipedia.org/wiki/Australian_Local_Government_Fossil_Fuel_Divestment)

**RECOMMENDATION**

1. THAT Council notes the importance of addressing climate change, and of addressing systemic investment issues which need to be resolved in order to reduce emissions affecting climate.
2. THAT Council notes the actions of other councils in Australia in taking steps to reduce their investments in institutions which provide loans to the coal, oil and gas sectors.

3. THAT Council notes that any actions by Council to change its investments remain subject to:
  - (a) Strict investment protocols from the Office of Local Government, to which Council must adhere at all times.
  - (b) Ensuring that Council fully maintains the standards of risk management of investments outlined in Council's Investment Policy.
  - (c) Ensuring that the overall returns on investment be no less than with existing lenders.
  
4. THAT Council requests staff to investigate ways to give preference to lenders without exposure to investments in the coal, oil and gas sectors, and to prepare a report for Council with appropriate actions.

**COUNCIL IN CLOSED SESSION**

**ITEM-15      LAND AND ENVIRONMENT COURT DECISION IN  
RESPECT OF DA2016/0429 FOR 38 - 42 LEICESTER  
AVENUE, STRATHFIELD**

**REASON FOR CONFIDENTIALITY**

In accordance with Section 10A(2)(c) of the Local Government Act 1993, the Council is permitted to close the meeting to the public for business relating to the following: -

- (c) information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business

**ITEM-16            LEASE - 1 GIPPS STREET, CONCORD (CINTRA  
                          TENNIS)**

**REASON FOR CONFIDENTIALITY**

In accordance with Section 10A(2)(d) of the Local Government Act 1993, the Council is permitted to close the meeting to the public for business relating to the following: -

- (d) commercial information of a confidential nature