

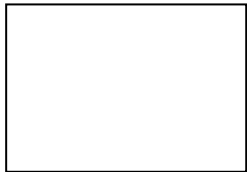


COUNCIL MEETING

AGENDA

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

*Tuesday, 12 June 2018
Commencing at 6.00 pm*



Acting Director
Corporate Services
Bob Pigott

General Manager
Peter Gainsford

Mayor
Cr Angelo
Tsirekas

Acting Director
Planning &
Environment
Tony Pavlovic

Acting Director
Community
Development
Philip Edney

Acting Director
Technical Services
& Operations
George El Kazzi



**CITY OF CANADA BAY
COUNCILLORS**

Cr Michael
Megna

Cr Stephanie
Di Pasqua

Cr Daniela
Ramondino

Cr Marian
Parnaby

Cr Julia
Little

Cr Charles
Jago

Cr Nick Yap

Cr Andrew
Ferguson





Dear Councillor,

An ordinary meeting of the Council will be held in the Council Chambers, Canada Bay Civic Centre, Drummoyne, on Tuesday, 12 June 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 – 15 May 2018
5. Public Forum
6. General Manager's Reports
7. Notices of Motion

Peter Gainsford
General Manager

7 June 2018

TABLE OF CONTENTS

Council Meeting 12 June 2018

General Manager's Reports

ITEM-1	DEVELOPMENT APPLICATION DETERMINATIONS BY THE INDEPENDENT HEARING AND ASSESSMENT PANEL AND BY STAFF UNDER DELEGATION	6
ITEM-2	REVIEW OF CANADA BAY LOCAL ENVIRONMENTAL PLAN	11
ITEM-3	DEFERRED COMMENCEMENT OF THE NSW GOVERNMENT'S NEW LOW RISE MEDIUM DENSITY HOUSING CODE	45
ITEM-4	RIVER ACTIVATION AND FORESHORE UPGRADE - MCILWAINE PARK/BRAYS BAY	47
ITEM-5	CANADA BAY LOCAL TRAFFIC COMMITTEE MINUTES - 17 MAY 2018	78
ITEM-6	YOUR FUTURE 2030: COMMUNITY STRATEGIC PLAN	90
ITEM-7	DELIVERY PROGRAM 2018-2021 AND OPERATIONAL PLAN 2018-2019, AND SCHEDULE OF FEES AND CHARGES 2018-2019	98
ITEM-8	COMMUNITY GRANTS 2018	125
ITEM-9	2017/2018 SWIMMING CENTRES SEASON REVIEW	134
ITEM-10	FIVE DOCK LEISURE CENTRE - PERFORMANCE REPORT JUNE 2018	138
ITEM-11	FIVE DOCK LEISURE CENTRE ADOPTION OF POLICIES (POST EXHIBITION)	144
ITEM-12	LEARN TO SWIM SUBSIDY - FINAL REPORT	145
ITEM-13	RHODES COMMUNITY COMMITTEE MEETING MINUTES - 22 FEBRUARY AND 31 MAY 2018	148
ITEM-14	EASY TO DO BUSINESS	151
ITEM-15	Homebush Bay Circuit Wayfinding Strategy and Masterplan	154
ITEM-16	CASH AND INVESTMENT REPORT FOR MAY 2018	164
	COUNCIL IN CLOSED SESSION	176
ITEM-17	WEST HARBOUR RUGBY UNION FOOTBALL CLUB	176

Please Note:

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

**ITEM-1 DEVELOPMENT APPLICATION DETERMINATIONS
BY THE INDEPENDENT HEARING AND ASSESSMENT
PANEL AND BY STAFF UNDER DELEGATION**

Department Planning and Environment

Author Initials: NPB

EXECUTIVE SUMMARY

This report provides statistical data in accordance with Council's previous resolution of 6 February 2018 on development applications determined by staff under delegated authority and applications considered by the Canada Bay Independent Hearing and Assessment Panel (CBIHAP).

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.

CBIHAP Meeting of 23 May 2018

The following applications were considered by the third CBIHAP meeting for 2018 held on 23 May 2018:-

- DA2017/0356 – 1 Barnstaple Road, Five Dock for alterations and additions to existing building to create two semi-detached dwellings with Torrens Title subdivision – The CBIHAP approved this application subject to conditions.
- DA2017/0459 – 12 Arthur Street, Concord for alterations and additions to the rear of existing dwelling, Torrens Title subdivision and construction of a new dwelling on the newly created allotment - The CBIHAP approved this application subject to conditions.
- DA2018/0042 – 49 Mons Street, Russell Lea for demolition of an existing outbuilding and construction of a new covered indoor area and garden shed with W/C – The CBIHAP approved this application subject to conditions. Note: this application was referred to the Panel due to the owner being a member of Council's staff.

Determinations by Staff under Delegated Authority

The following Development Applications have been determined by staff under delegation from 4 May 2018 to 29 May 2018 (ie., 17 business days):-

DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT	DATE DETERMINED & DECISION
DA2016/0414	24.10.2016	70 – 72 Victoria Road, Drummoyne	Demolition of all structures and erection of a 4 storey mixed use development with 1 x retail suite and 13 residential apartments (10 x 1 bedroom, 2 x 2 bedroom and 1 x 3 bedroom) and basement car parking for 18 vehicles	Approved 15.05.2018
DA2017/0160	10.05.2017	43 Moore Street, Drummoyne	Ground floor alterations and first floor addition to existing semi detached dwelling	Approved 10.05.2018
DA2017/0323	24.08.2017	18A Drummoyne Avenue, Drummoyne	Demolition of existing structure and construction of a multi level dwelling, refurbishment of the boatshed and associated landscaping	Approved 22.05.2018
DA2017/0176	23.05.2017	1 Churchill Crescent, Concord	Construction of a New Two Storey Dwelling with Basement Parking and Swimming Pool	Approved 17.05.2018
DA2017/0327	25.08.2017	4 Bray Street, Drummoyne	Demolition of existing structures and construction of an attached dual occupancy, with strata sub-division	Approved 24.05.2018
DA2017/0337	06.09.2017	4 Cross Street, Five Dock	First floor addition to existing dwelling	Approved 17.05.2018
DA2017/0294	08.09.2017	9 Iandra Street, Concord West	Proposed secondary dwelling incorporating new car port and alterations and additions to ground floor	Approved 18.05.2018
DA2017/0362	13.09.2017	3 Alton Avenue, Concord	Proposed two storey duplex with basement including subdivision	Approved 25.05.2018
DA2017/0399 6	04.10.2017	29 Tavistock Street, Drummoyne	Alterations to existing dwelling and adding a first floor addition to the rear	Approved 23.05.2018
DA2017/0426	23.10.2017	62 Iandra Street, Concord West	Alterations and additions to existing	Approved 09.05.2018

DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT	DATE DETERMINED & DECISION
			dwelling, conversion of existing garage into a secondary dwelling and a new carport adjacent to rear side boundary	
DA2017/0429	25.10.2017	1 Station Street, Concord	Demolition of existing structures and construction of a new two storey dual occupancy and strata subdivision	Approved 09.05.2018
DA2017/0443	30.10.2017	28 Albion Street, Concord	Demolition of existing structures and the construction of a two storey dual occupancy	Approved 24.05.2018
DA2017/0472	15.11.2017	31 The Drive, Concord West	Additions to the rear of an existing dwelling	Approved 08.05.2018
DA2017/0514	08.12.2017	173 Queen Street, Concord West	Removal of a tree from a heritage listed site	Approved 11.05.2018
DA2017/0523	14.12.2017	33/86 – 88 Tennyson Road, Mortlake	Change of use to a "Health service facility" (GP, Physiotherapist)	Approved 16.05.2018
DA2017/0534	19.12.2017	3 Thornleigh Avenue, Concord	Demolition of existing structures and construction of an attached dual occupancy with a swimming pool, new fence and strata subdivision	Approved 09.05.2018
DA2017/0537	21.12.2017	13 Noble Street, Rodd Point	Substantial demolition of existing dwelling and construction of a first floor addition	Withdrawn 22.05.2018
DA2017/0538	21.12.2017	6 Augusta Street, Concord	Demolition of existing dwelling and proposed construction of a two storey dwelling with double garage	Approved 18.5.2018
DA2017/0541	21.12.2017	42 Salt Street, Concord	Convert an existing detached double garage into a residential secondary dwelling and construction of a new outdoor BBQ area	Approved 07.05.2018
DA2018/0008	05.01.2018	328 Concord	Strata subdivision of	Approved

DA NO	DATE LODGED	PROPERTY	DESCRIPTION OF DEVELOPMENT	DATE DETERMINED & DECISION
		Road, Concord West	an attached dual occupancy	24.05.2018
DA2018/0015	16.01.2018	133 Henley Marine Drive, Drummoyne	Removal of existing shade sail and replacing it with a permanent awning structure and outdoor kitchen/BBQ Area	Approved 10.5.2018
DA2018/0041	12.02.2018	177 Great North Road, Five Dock	Proposed change of use to a retail shop and cafe	Approved 22.5.2018
DA2018/0051	21.02.2018	18 Trevanion Street, Five Dock	Construction of a new carport	Approved 22.05.2018
DA2018/0102	12.04.2018	27 Therry Street, Drummoyne	Pruning and removal of trees within a Heritage Conservation Area	Approved 21.05.2018
DA2018/0109	23.04.2018	76 Myall Street, Concord West	Pruning and removal of trees associated with a site that is heritage listed and within a Heritage Conservation Area	Approved 09.05.018
DA2018/0132	09.05.2018	36 Bay Road, Russell Lea	Construction of a swimming pool in rear yard of dwelling	Rejected 22.05.2018
DA2017/0069	07.03.2017	13 Zoeller Street, Concord	Demolition of existing structures, removal of a tree and construction of a new two storey dwelling and basement and associated landscaping	Approved 29.05.2018
DA2018/0012	10.01.2018	2 Corby Avenue, Concord	Construction of a new carport structure to existing townhouse development	Approved 29.05.2018
DA2018/0026	25.01.2018	306 Lyons Road, Russell Lea	Convert part of existing dwelling to a health consulting rooms (dental practice)	Approved 29.05.2018

TOTAL NUMBER OF DETERMINATIONS = 29

Items for Next CBIHAP Meeting on 23 May 2018

As of the date of this report, the following applications are proposed to be referred to the next meeting of the CBIHAP to be held on 28 June 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 28 June 2018 to be published on Council's web page by close of business on Thursday 14 June 2018:-

Panel member attendance fees and catering and the estimated cost for the 2018/19 financial year is \$120,000 (based on a full year). These costs have been provided for in the 2017/18 and 2018/19 budgets. Staff prepare reports for the IHAP following a format which is essentially the same as preparing reports for Council which would make staff time cost neutral. On IHAP meeting days, a senior planner is occupied in attending to the IHAP panel site inspections and meeting. IHAP meetings are scheduled for one (1) day per month.

- DA2017/0136 for No. 223 Great North Road, Five Dock – Demolition of existing structures and construction of a mixed use development comprising ground floor commercial space, 34 residential apartments, ground floor and basement parking and a pedestrian through site link.
- DA2017/0315 for No. 39 Cooper Street, Strathfield – conversion of an existing ground floor commercial space within an existing mixed use building to 10 residential apartments.
- DA2017/0363 for 15 Herbert Street, Mortlake – Demolition of existing structures and construction of a residential flat building comprising 24 residential apartments over 2 levels of basement parking.
- DA2017/0526 for 14 Newcastle Street, Five Dock – demolition of existing structures and the construction of a new attached dual occupancy development with strata subdivision.

RECOMMENDATION

THAT Council note the information contained in this report.

**ITEM-2 REVIEW OF CANADA BAY LOCAL ENVIRONMENTAL
PLAN**

Department Planning and Environment

Author Initials: PLD

EXECUTIVE SUMMARY

The Eastern City District Plan (the District Plan) was released in March 2018. All Councils in the Eastern City District are required to update their Local Environmental Plans (LEPs) to align with the District Plan within the next three years.

Council has been requested by the Department of Planning and Environment and the Greater Sydney Commission to undertake a review, and update of its LEP within two years to enable early alignment with the District Plan. Funding of \$2.5 million has been offered to accelerate the LEP review process.

This report summarises the background work that is required to be undertaken to update the Canada Bay LEP and recommends that the funding offer by the Department of Planning and Environment be accepted.

STRATEGIC CONNECTION

This report relates to a variety of FuturesPlan20 Outcome areas. The most relevant include:

- *My City has a range of housing options;*
- *My City has attractive streets, village centres and public spaces;*
- *My City has attractive landscapes with sustainable development and where heritage is conserved;*
- *There are places for me to participate in sport and other outdoor recreation;*
- *I have access to a biologically diverse natural environment near where I live; and*
- *I have opportunities to participate in and contribute my opinion to local decision making through consultation and other forms of engagement with Council.*

This report also relates to the *Canada Bay Local Planning Strategy* and *Canada Bay Local Environmental Plan 2013*.

REPORT

Review of Canada Bay Local Environmental Plan

The Canada Bay LEP is the main legal document that controls how land is used and developed in the area. The current LEP was gazetted in August 2013 following the completion of the Canada Bay Local Planning Strategy.

The recent release of the Eastern City District Plan requires Council to review its LEP to ensure that it aligns with the actions in the District Plan.

To ensure that the LEP is informed by an appropriate evidence base, the following background work will need to be undertaken:

- an “LEP check” to determine where council’s LEP should be updated to respond to the objectives and actions contained within the District Plan.
- the preparation of background studies to address gaps identified in the LEP check. These studies may include but are not limited to the preparation of:
 - *Housing and Employment Study*. This study will consider the location and type of new housing to be provided and where the character of existing places should be preserved. The document will also consider how planning can support the role existing commercial centres and the provision of local jobs.
 - *Social Infrastructure Strategy*. This strategy will focus on community infrastructure planning and provision. Social infrastructure addressed by the strategy will include libraries, community centres and spaces, education and training infrastructure, early childhood infrastructure, leisure and recreation facilities, outdoor spaces and arts and culture facilities.
 - *Local Movement Strategy*. This Strategy looks at the challenges faced by our city in relation to the movement of people. It would consider the implications of state government policies and provide a framework for parking, active transport (walking and cycling), leveraging off public transport and land use implications for the local road network. It would provide a foundation for further detailed investigations into specific issues or local centres.
 - *Sustainable Development Strategy*. The Strategy will provide an overview of Canada Bay’s existing biodiversity values and set out opportunities and actions to conserve and enhance those values. It will also consider opportunities to improve energy and water efficiency in precincts that are identified for renewal.

These studies and others to be determined will collectively inform the preparation of the Local Strategic Planning Statement.

The Local Strategic Planning Statement is required by recent amendments to the *Environmental Planning and Assessment Act, 1979* and should be a succinct and easy to understand document that will allow community members to contribute to and understand the future direction of land use in their area. The statement is required to reflect relevant actions in the District Plan, Council's Community Strategic Plan and the outcomes of the background studies referred to above.

Different localities in Canada Bay will have different opportunities, constraints and aspirations for change and this vision will be articulated in the Local Strategic Planning Statement.

Once the above background work has been completed, Council will be in a position to commence the preparation of the new LEP.

Resourcing

The funding offered reflects the intensity and pace of the requirement to update an LEP in a two year period. It is anticipated that this funding will be utilised to fund the background and technical studies, community consultation and additional staff resourcing.

Community Engagement

The background studies and LEP provide the basis for Council to make decisions about land use including guiding and controlling development at the local level. Therefore, the documents need to be broadly supported by the community to be successful.

The *Environmental Planning and Assessment Act 1979* sets out the legal requirements for making Local Environmental Plans. They include requirements regarding consultation with public authorities, providing public notice, exhibition of the draft plan and inviting the public to make submissions on the draft plan.

However, to ensure stakeholders are provided with meaningful opportunities to contribute to the LEP review, it is recognised that additional non-statutory engagement be undertaken at various points of the LEP making process to assist in:

- establishing the preferred policy direction on issues; and
- identifying the most effective and practical ways that planning controls in the new LEP can achieve the desired planning outcomes.

This report recommends that an engagement strategy be prepared so as to ensure that the community has input into the background planning work and the draft

LEP. The engagement strategy will clearly articulate both statutory and non-statutory consultation proposed to be undertaken.

FINANCIAL IMPACT

The Minister for Planning has announced that Canada Bay Council will be offered funding of up to \$2.5 million to enable the early delivery of the LEP. As described earlier in the report, the funding would be utilised for background and technical studies, community consultation and staff resourcing.

The Department of Planning and Environment has written to Council and provided a proposed funding agreement outlining the conditions of the grant and a timeline for the review process.

A copy of the Funding Agreement is included as an Attachment to this report.

The payment milestones included in the funding agreement are summarised below:

Milestone	Funding Amount
Agreement Date	\$250,000
Approval of Project Plan	\$500,000
Exhibition of draft Local Strategic Planning Statement	\$625,000
Submission of draft LEP for Gateway Determination	\$625,000
Submission of draft LEP to the Department of Planning and Environment for finalisation.	\$500,000

The draft LEP will be required to be submitted to the Department of Planning and Environment by 30 June 2020.

Conclusion

Following the release of the District Plan, Council is required to prepare a new LEP within a period of three years. The Department of Planning and Environment has offered funding of up to \$2.5 million to accelerate the LEP review process to occur within a period of two years.

It is recommended that Council accept the funding offer from the Department of Planning and Environment and commence the preparation of an engagement strategy and “LEP check”.

RECOMMENDATION

1. THAT delegation be granted to the General Manager to sign and enter into the funding agreement with the Department of Planning and Environment to accelerate the preparation of a new Local Environmental Plan for Canada Bay.
2. THAT an engagement strategy be prepared to identify how the community will be engaged throughout the preparation of background studies and following the preparation of the draft LEP.
3. THAT a project update be provided to Council prior the exhibition of the draft Local Strategic Planning Statement.
4. THAT the Council be updated through a series of workshops to be held during the community engagement.

Attachments:

1. Accelerated LEP Review Program Funding Agreement



ACCELERATED LEP REVIEW PROGRAM FUNDING AGREEMENT

BETWEEN:

Name	The Crown in right of the State of New South Wales acting through the Department of Planning and Environment (the Department)
ABN	38 755 709 681
Address	320 Pitt Street, Sydney, New South Wales, 2000

AND

Name	City of Canada Bay Council (Council)
ABN	79 130 029 350
Address	1A Marlborough Street, Drummoyne NSW 2047

(the **parties**)

TABLE OF CONTENTS

BACKGROUND.....	4
OPERATIVE PROVISIONS.....	4
1. Definitions and Interpretation	4
2. Term	8
3. Provision of Funding Amount	8
4. Bank Account.....	9
5. Conduct of the Project and Milestones	10
6. Project Reporting	11
7. Project Review and Evaluation.....	11
8. Project Finalisation.....	12
9. Project Responsibility	12
10. Acknowledgement and Publicity.....	12
11. GST	13
12. Compliance with law	13
13. Indemnity and release.....	13
14. Insurance	14
15. Intellectual property.....	14
16. Confidentiality	15
17. Privacy.....	15
18. Variation.....	15
19. Ending this Agreement.....	16
20. Obligations when this Agreement ends	16
21. Dispute Resolution	16
22. Notices.....	17

Accelerated LEP Review Program - Funding Agreement © Crown copyright 2018

Council	
---------	--

23. General	17
ATTACHMENT 1 AGREEMENT DETAILS.....	20
ATTACHMENT 2 TAX INVOICES	22
ATTACHMENT 3 PROJECT REPORT.....	23
ATTACHMENT 4 ACQUITTAL CERTIFICATE.....	27
ATTACHMENT 5 PROJECT VARIATION	28

BACKGROUND

- Up to eighteen councils in the Greater Sydney Region will each receive funding to review and update their local environmental plans within a certain timeframe to align with the priorities in the District Plans released by the Greater Sydney Commission in March 2018 (Project).
- The NSW Government acting through the Department has agreed to provide the Funding Amount to Council to facilitate the carrying out of the Project by Council.
- The objective of this Agreement is to document the agreed outcomes for the Project including Milestones and timing for the payment of the Funding Amount and completion of the Project.
- The Department agrees to provide, and Council agrees to accept, the Funding Amount in accordance with the terms of this Agreement.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

1.1 **Dictionary:** In this Agreement, unless the contrary intention requires:

Acquittal Certificate means a report confirming that the Project has been completed and the actual cost of the Project substantially in the form specified in Attachment 4 of this Agreement.

Acquittal Date means the date specified in Item 6 of the Agreement Details as the Acquittal Date, or another date agreed between the parties in writing.

Agreement means this agreement including all the attachments.

Agreement Date means the date of the Agreement.

Agreement Details means Attachment 1 to this Agreement.

Approved Auditor is a person who is:

- registered as a company auditor under the *Corporations Act 2011* (Cth), or a member of the Institute of Chartered Accountants in Australia, or of CPA Australia or the National Institute of Accountants; and
- not a principal, member, shareholder, officer or employee of Council.

Audited Financial Statements means an organisation's accounts audited by an approved auditor in compliance with Australian Auditing Standards and Australian Accounting Standards.

Australian Accounting Standards means the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the *Australian Securities and Investments Commission Act 2001* (Cth).

Australian Auditing Standards means the standards prepared by the Auditing Standards Board of Australia and maintained by the Auditing and Assurance Standards Board created by section 227A of the *Australian Securities and Investments Commission Act 2001* (Cth) or its international equivalent as determined by that Act.

Budget means a budget for the purposes of undertaking the Project and/or performing obligations under this Agreement.

Business Day means the day which is not a Saturday, Sunday or public holiday in Sydney, NSW.

Claim means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), however arising and includes legal costs.

Completion Date means the date which Council must complete each Milestone as set out in Item 5 of the Agreement Details.

Confidential Information means any information and all other knowledge at any time disclosed (whether in writing or orally) to a party, or acquired by a party which:

- is by its nature confidential;
- is designated, or marked, or stipulated as confidential; or
- the party knows or ought to know is confidential;

but does not include information which:

- is or becomes public knowledge other than by breach of this Agreement;
- is in a party's lawful possession without restriction in relation to disclosure before the date or receipt of the information from another party or a third party;
- has been developed or acquired by a party independently of this Agreement;
- is ascertainable through independent enquiries;
- maybe or is required to be disclosed pursuant to Premier's Memorandum No. 2007-01 Public Disclosure of Information arising from NSW Government Tenders and Contracts dated 8 January 2007, as amended or updated from time to time; or
- is required to be disclosed pursuant to law, regulation, legal process or by a regulatory authority.

Conflict of Interest means an actual or perceived conflict between a person's public duty and their private or personal interest.

District Plan means each District Plan published in March 2018 by the GSC.

EP&A Act means the *Environmental Planning and Assessment Act 1979* (NSW) (as amended from time to time).

Existing Material means all Material in existence prior to the commencement of this Agreement:

- incorporated in;
- supplied with, or as part of; or
- required to be supplied with, or as part of,

the Project Material.

Funding Amount means the funding amount specified in Item 3 of the Agreement Details.

Gateway determination means a determination made by the GSC in accordance with section 3.34 of EP&A Act.

GIPA Act means the *Government Information (Public Access) Act 2009* (NSW) (as amended from time to time).

Greater Sydney Region has the same meaning it has in the *Greater Sydney Commission Act 2015* (NSW).

GSC means the Greater Sydney Commission.

GST Law means *A New Tax System (Goods & Services Tax) Act 1999* (Cth), related legislation and any delegated legislation made pursuant to such legislation.

Intellectual Property Rights includes all copyright (including rights in relation to recordings and broadcasts), all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, and all other rights resulting from intellectual activity in the literary or artistic fields whether registered or not and whether existing in Australia or not and created at any time.

Local environmental plan or LEP has the same meaning as in the EP&A Act.

LSPS means a local strategic planning statement prepared by Council in accordance with section 3.9 of EP&A Act.

Material includes documents, equipment, software, goods, information and data stored by any means including all copies and extracts of the same.

Milestone means the stages at which Council will complete key parts of the Project as set out in Item 5 of the Agreement Details.

Moral Rights means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed as defined in the *Copyright Act 1968* (Cth).

Payment means that part of the Funding Amount released for the Project on satisfaction of each Milestone in Item 5 of the Agreement Details.

Personal Information has the same meaning as in the *Privacy and Personal Information Protection Act 1998* (NSW).

Planning proposal has the same meaning as in the EP&A Act.

Project means the project and/or associated activities described in Item 4 of the Agreement Details.

Project Material means all Material:

- brought into existence for the purpose of performing obligations under this Agreement;
- incorporated in, supplied or required to be supplied along with the Material brought into existence for the purpose of performing obligations under this Agreement; or
- copied or derived from Material referred to in this definition above.

Project Plan includes information about the Budget, activities to be undertaken in connection with the Project and timeframe for the delivery of same, in a format specified by the Department. This may include, but is not limited to studies undertaken to inform the nature of the Project.

Project Report includes information about the Project and timeframe to be provided to the Department, usually in a specified format (Attachment 3 to this Agreement). This may include, but is not limited to, financial and statistical information as well as details on the progress and/or outcomes of the Project.

Records includes documents, information and data stored by any means and all copies and extracts of the same relating to the Funding Amount or the Project.

Representative means the Department's representative or Council's representative identified in Item 1 of the Agreement Details, as the context requires.

Special Conditions means the particular requirements specified at Item 2 of the Agreement Details.

Tax Invoice Requirements means Attachment 2 of this Agreement.

Term means the duration of this Agreement, beginning on the Agreement Date and ending on the Acquittal Date.

Unexpended Funding means the Funding Amount paid to Council, or any part of the Funding Amount, that is unspent on the completion of the Project and includes any part of the Funding Amount that is committed but unspent.

Variation Form means Attachment 5 to this Agreement.

Variation means changing an aspect of the Project including changes to the Project Plan, the Milestones or the Budget. Variations must be submitted using a Variation Form and approved by the Department.

1.2 **Interpretation:** Except where the context otherwise requires:

- (a) a singular number includes a reference to a plural number and vice versa;
- (b) a gender includes a reference to the other genders and each of them;
- (c) any person or company will mean and include the legal personal representative, successor in title, and permitted assigns of such person or company as the circumstances may require;
- (d) words and expressions importing natural persons include partnerships, bodies corporate, associations and governmental and local authorities and agents;
- (e) any organisations, associations, societies, groups or bodies will, in the event of them ceasing to exist or being reconstituted, renamed or replaced or if the powers or functions of any of them are transferred to any other entity, body or group, refer respectively to any such entity, body or group, established or constituted in lieu thereof or succeeding to similar powers or functions;
- (f) statutes, regulations, ordinances or by-laws will be deemed for all purposes to be extended to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time;
- (g) a month will be construed as a reference to a calendar month;
- (h) "includes" and "including" mean by way of example but without limitation;
- (i) monetary references are references to Australian currency;
- (j) where any time limit is pursuant to this Agreement falls on a Saturday, Sunday or public holiday in the State of New South Wales then that time limit will be deemed to have expired on the next Business Day;
- (k) where the parties are comprised of more than one person, each of the parties obligations will bind those persons jointly and severally and will be enforceable against them jointly and severally;
- (l) the headings used in this Agreement are for convenience only and will not affect the interpretation of this Agreement;
- (m) no rule of construction operates to the detriment of a party only because that party was responsible for the preparation of this Agreement or any part of it;
- (n) this Agreement is binding when the first party executes the Agreement; and
- (o) where there occurs a reference to the doing of anything by the Department including giving any notice, consent, direction or waiver, this may be done by any officer we duly authorise.

2. Term

- 2.1 This Agreement commences on the Agreement Date and will continue for the Term.
- 2.2 This Agreement may be extended at the sole discretion of the Department for a period and on such amended terms as agreed between the parties in writing.
- 2.3 Council must:
- (a) commence the Project no later than the Project Commencement Date specified in Item 4 of the Agreement Details; and
 - (b) complete the Project no later than the Project Completion Date specified in Item 4 of the Agreement Details.

3. Provision of Funding Amount

3.1 Funding Amount

- (a) The Department will provide up to a maximum of the Funding Amount to Council for the Project. The Funding Amount will be paid to Council by instalments as specified in Item 5 of the Agreement Details, and subject to the terms of this Agreement.
- (b) Council agrees to receive the Funding Amount in accordance with, and subject to the terms of, this Agreement.

3.2 Timing of payment: The Department will provide Payment for Milestone 1 on the Agreement Date. Prior to the Department making any subsequent Payments in accordance with clause 3 Council must provide to the Department a request for Payment with:

- (a) a valid tax invoice (including itemisation of the GST component) in accordance with the Tax Invoice Requirements for the relevant portion of the Funding Amount requested; and
- (b) a Project Report which has been prepared not more than 2 months before the date of request for Payment by Council. On request by the Department, Council must also provide additional supporting documentation relating to the Project.

3.3 Use of Total Funding Amount: Council must only use the Funding Amount for the Project.

3.4 Project Costs

Council acknowledges and agrees that the Funding Amount for the Project is the maximum amount to be paid towards the carrying out of the Project and that Council:

- (a) is responsible for any costs that may be incurred at any time that exceed the Funding Amount for the Project (whether or not Council expected to incur such costs); and
- (b) must procure any additional funding above the Funding Amount that is necessary to carry out the Project as described in this Agreement in order to ensure the Project is delivered in accordance with the terms of this Agreement.

3.5 Right to withhold funding

The Department may withhold all or part of the Funding Amount if the Department determines that Council:

- (a) has not carried out the Project (or achieved any of the Milestones) in accordance with this Agreement;
- (b) has failed to meet any reporting requirements under this Agreement;

- (c) has not spent the Funding Amount in accordance with this Agreement; or
- (d) has breached any other term of this Agreement.

For the avoidance of doubt, if the Department withholds any part of the Funding Amount, Council must continue to perform its obligations under this Agreement.

3.6 Repayment of Funding

Without limiting the Department's rights under this Agreement, the Department may by notice in writing recover some or all of the Funding Amount from Council (as a debt due and payable on demand) in any of the circumstances set out below:

- (a) Council is paid more than the Funding Amount;
- (b) Council has incorrectly claimed a Payment of some or all of the Funding Amount;
- (c) Council abandons the Project (whether or not the Department has terminated the Agreement in accordance with clause 19) and does not resume performance of the Project within 10 Business Days after receiving notice requiring it to do so;
- (d) any part of the Funding Amount is unspent at the expiry of the Term; or
- (e) Council has not spent the Funding Amount in accordance with this Agreement.

3.7 Right to recall Funding Amount: Without limiting the Department's rights under this Agreement, if:

- (a) Council breaches this Agreement and Council fails to remedy that breach within a reasonable time following receipt of a written request from the Department; or
- (b) the Department terminates this Agreement under clause 19

the Department may, by notice in writing, require the refund of the Funding Amount (or any part of it).

3.8 If the Department exercises its rights in accordance with clause 3.6 or clause 3.7 Council must repay or refund:

- (a) the full amount of the Funding Amount; or
- (b) the part of the Funding Amount,

as specified in the notice within 20 Business Days after the date of the notice.

3.9 If any dispute arises regarding the refund of the Funding Amount, the parties must attempt to resolve the dispute in accordance with clause 21 (Dispute Resolution).

3.10 The Department making any Payment under this Agreement does not constitute an admission that the performance of any part of the Project is in conformity with this Agreement and no Payment will be deemed to release Council from its obligations under this Agreement.

4. Bank Account

4.1 To process and record all Payments, Council must maintain either:

- (a) a separate account at a financial institution used solely in connection with the Funding, or

- (b) an existing general account at a financial institution where adequate internal financial controls are in place for the identification of the Payments,
- which is an authorised deposit-taking institution, located in New South Wales, including a bank, credit union or building society ('bank account').
- 4.2 Any interest earned on the Payments held in a bank account must be used solely for the purpose of the Project.
- 4.3 If the Project and its implementation is delayed for any reason, the Payments already made under this Agreement in respect of the Project must be held in the bank account until:
- (a) they are applied solely for the purpose of the Project, or
- (b) they are required to be repaid or refunded to the Department in accordance with the terms of this Agreement.
- 4.4 Without limiting Council's obligations under this Agreement, Council must, on request from the Department, provide evidence of the separate financial controls in place in relation to the Funding Amount, including bank statements if required by the Department.
- 5. Conduct of the Project and Milestones**
- 5.1 Council must:
- (a) as soon as practicable after the Agreement Date, prepare a Project Plan and provide the Project Plan to the Department for the Department's review and approval. Council must make any amendments to the Project Plan reasonably required by the Department. Once the Project Plan has been approved by the Department, Council authorises the Department to insert the approved Completion Dates in Item 5 of the Agreement Details;
- (b) carry out the Project:
- (i) lawfully, diligently, efficiently, safely, using all proper care and to a high professional standard;
- (ii) in accordance with the terms and conditions of this Agreement and any Variation approved by the Department from time to time;
- (iii) in accordance with all laws, policies, guidelines and reasonable directions from the Department or GSC;
- (iv) in accordance with the Project Plan agreed to between the parties in writing and approved by the Department; and
- (v) in accordance with any Special Conditions, and
- (c) ensure that all personnel, contractors, subcontractors or project partners employed or engaged by Council to work in connection with any part of the Project comply with the requirements in this clause.
- 5.2 Council must complete, to the satisfaction of the Department:
- (a) each Milestone; and
- (b) each obligation or requirement imposed by each Milestone,
- on or before the date specified for the completion of that Milestone.

6. Project Reporting

- 6.1 In addition to the requirement under clause 3.2(b) Council must provide a Project Report to the Department every 3 months during the Term. Council must provide the Project Reports to the Department regardless of Council's progress in carrying out the Project.
- 6.2 Each Project Report must be in the format set out in Attachment 3 to this Agreement and must address the matters specified, including the extent to which (and the times at which) Milestones have been completed, and whether the relevant outputs or outcomes in the table in Item 5 have been realised. Any major changes to the Project and any major issues arising out of the Project must be outlined in the Project Report.
- 6.3 Each Project Report must be endorsed by Council's representative identified in Item 1 of the Agreement Details before being provided to the Department.
- 6.4 Council must, within 10 Business Days after a request, provide the Department with any additional Project Report or Records the Department requires.
- 6.5 Council must participate in any survey or feedback request made by the Department, whether during or after the actual completion of the Project, including any:
- (a) confirmation questionnaire regarding the benefits of assistance received from the Department;
 - (b) independent survey of the Department's service levels and the effectiveness of assistance provided; and
 - (c) the Department's survey of Project outcomes.

7. Project Review and Evaluation

- 7.1 Council must make and keep full and accurate records of the Project including progress against the Milestones, the use of the Funding Amount, the purchase of any assets (if applicable under this Agreement) and the creation of Intellectual Property Rights in the Project (**Records**) and must retain such Records for a minimum of 7 years after expiry or termination of this Agreement.
- 7.2 The Department may at its expense during (or after) the Term in its discretion conduct audits of invoices and reports that Council has submitted to the Department pursuant to this Agreement, or any Records.
- 7.3 The Department may, at Council's cost, appoint an Approved Auditor to conduct audits under this Agreement.
- 7.4 The Department is entitled to audit the quantum of the Funding Amount expended upon the Project and for that purpose Council:
- (a) will permit reasonable access to and the copying of Council's financial and other records by any appropriate person duly authorised by the Department;
 - (b) will answer all reasonable enquiries by any person duly authorised by the Department; and
 - (c) will provide reasonable assistance to any person duly authorised by the Department in the conduct of the audit or inspection.
- 7.5 Council must if required provide the Auditor-General of NSW with access to accounting records and documentation in respect of Funding Amount provided under this Agreement.

- 7.6 Council's representative identified in Item 1 of the Agreement Details must keep the Department up-to-date on all matters relevant to this Agreement and must communicate with the Department's representative as required on a regular basis.
- 7.7 Council must give the Department further information or Records within 10 Business Days after a request, or explanations as reasonably required, before the Department accepts Council's information, explanations or significant variations.
- 8. Project Finalisation**
- 8.1 Council must provide to the Department within 3 months after the actual completion of the Project, an Acquittal Certificate in the format set out in Attachment 4 to this Agreement.
- 8.2 The Acquittal Certificate must be endorsed by Council's representative identified in Item 1 of the Agreement before being provided to the Department.
- 9. Project Responsibility**
- 9.1 Council acknowledges and agrees that it is solely responsible for delivery and completion of the Project within the terms and conditions of this Agreement.
- 9.2 Council remains fully responsible for the performance of the Project if Council subcontracts the performance of any part of the Project. Council must ensure that all contractors, subcontractors or project partners (if any) have appropriate skills, qualifications and experience, and hold the appropriate licences and insurances, for the work they have been engaged to perform.
- 9.3 Council must ensure that it, and any organisation or person engaged to carry out work, adhere to all regulatory requirements associated with carrying out the Project.
- 9.4 Neither NSW Government nor the Department accept any responsibility or liability for works carried out and bear no responsibility for the Project.
- 10. Acknowledgement and Publicity**
- 10.1 Council must acknowledge the Funding Amount received from the Department for the Project in accordance with the NSW Government's Funding Acknowledgement Guidelines for Councils of NSW Government infrastructure grants (available at https://www.dpc.nsw.gov.au/about/publications/grants_administration/funding_acknowledgement_guidelines).
- 10.2 Council must, unless the Department agrees otherwise, use the NSW Government's Waratah logo as set out at <https://sc.dpc.nsw.gov.au/resources/branding/> in conjunction with all acknowledgements of NSW Government support in accordance with the Funding Acknowledgement Guidelines.
- 10.3 If the Department advises Council that Commonwealth Government funding forms part of the Funding Amount, then Council must, acknowledge the portion of Commonwealth funding in accordance with any requirements specified by the Department.
- 10.4 Council must provide the Department with at least 15 Business Days' notice of any proposed announcements, launches or public events relating to the Project, and provide an opportunity for a representative of the NSW Government to attend and speak at the launch or event.
- 10.5 The Department may, in its sole discretion, issue public communications on the Project, the purpose of the Project, identity of Council and the Funding Amount to Council. Where practicable to do so, the Department will give notice of such communications and their content to Council.
- 10.6 If the Department determines that the Project (or any part of it) is not consistent with the purposes for which Council was funded, and the Department gives Council written notice of this, Council must promptly remove the Department's acknowledgement and logo from all programs,

promotional material and other printed or electronic material and publications relating to the Project.

11. GST

- 11.1 The parties acknowledge and agree that the provision of the Funding Amount by the Department to Council is not consideration for a supply for GST purposes. The Department is not liable to pay to Council an amount equal to GST payable on the supply (**GST Amount**) in addition to the Funding Amount.
- 11.2 Despite clause 11.1, if the provision of the Funding Amount is determined to be a taxable supply liable for GST, Council acknowledges and agrees that the Funding Amount is inclusive of GST and will not be increased by the amount of Council's GST liability. Council will pay any GST Amount on the supply and will not seek reimbursement from the Department or request it to attend to payments of the GST Amount.
- 11.3 Council acknowledges that it will be liable for GST on the supply of goods and services acquired with the Funding Amount. Council will pay that GST Amount and will not seek reimbursement from the Department or request it to attend the payment of that GST Amount.
- 11.4 Subject to this clause, Council warrants that it is registered for GST purposes as at the date of this Agreement and will continue to be so for the Term.
- 11.5 Subject to this clause, any invoice rendered by Council in connection with a supply under this Agreement must conform to the requirements for a tax invoice under the GST Law as set out in the Tax Invoice Requirements.

12. Compliance with law

- 12.1 Council agrees:
- (a) to comply with all applicable standards, laws, regulations policies and statements for the Project;
 - (b) not to do anything that would cause the Department to breach its obligations under any legislation.
- 12.2 Council must hold all rights, permissions, approvals and consents required to conduct the Project and otherwise fulfil its obligations under this Agreement.
- 12.3 Council must, within 5 Business Days after receiving a written request from the Department, provide the Department with immediate access to information that the Department advises Council is required to be disclosed in accordance with the Department's obligations under the GIPA Act.

13. Indemnity and release

- 13.1 Council must at all times indemnify and keep indemnified, hold harmless and defend the Department, the Crown in right of the State of New South Wales and its officers, employees and agents (**those indemnified**) from and against any liability or loss (including reasonable legal costs and expenses), which is suffered or incurred by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with any of the following:
- (a) a breach of this Agreement by Council;
 - (b) any unlawful, wrongful, wilful or negligent act or omission of Council, or the officers, employees, agents, contractors, subcontractors or volunteers of Council, in connection with this Agreement; or

- (c) any act or omission by Council, Council's employees, contractors or subcontractors in connection with this Agreement that is in infringement of any Intellectual Property, or privacy rights of the Department or any third party.
- 13.2 The liability of Council to indemnify those indemnified under this Agreement will be reduced proportionally to the extent that any unlawful, wrongful, wilful or negligent act or omission of those indemnified caused or contributed to the liability or loss.
- 13.3 The indemnity contained in this clause is a continuing obligation of Council separate and independent of any other responsibility of Council and will continue beyond the Term.
- 13.4 Council agrees to release and discharge those indemnified from any action, proceedings, Claim or demand which, but for this provision, might be brought against or made upon those indemnified.
- 14. Insurance**
- 14.1 Council must take out and maintain during the Term all appropriate insurance policies including, but not limited to:
- (a) workers compensation insurance as required by law (or personal income protection insurance in the instance of Council being a business) for all employees involved in the delivery of the Project.
- (b) public liability insurance to the value of not less than \$20 million in respect of each and every occurrence and unlimited in the aggregate for any one period of cover.
- (c) insurance over all assets used in connection with the Project funded or partly funded by the Funding Amount, for their full replacement value.
- 14.2 On request by the Department, Council must provide a copy of valid and current certificates of currency for the insurance and/or a warranty from its insurer that the policy extends to the Department and covers potential liability arising under this Agreement.
- 14.3 Council must not do, permit or suffer any act, matter or thing or omission whereby the policy referred to in this clause may be vitiated, rendered void or voidable.
- 15. Intellectual property**
- 15.1 Council owns the Intellectual Property Rights in all Project Material, subject to clause [15.2](#). Nothing in this clause affects the ownership of any Intellectual Property Rights in any Existing Materials.
- 15.2 Council grants, and must arrange for any relevant third party to grant, to the Department and the GSC, without cost, a perpetual, irrevocable, worldwide, non-exclusive licence (including a right of sublicence) to use the Intellectual Property Rights in the Project Material for the Specified Acts (as defined in clause [15.3](#)).
- 15.3 For the purposes of clause [15](#), the 'Specified Acts' means any of the following classes or types of acts or omissions by or on behalf of the Department:
- (a) using, reproducing, communicating (including communicating to the public), modifying or adapting all or any part of the Project Material, with or without attribution of authorship;
- (b) supplementing the Project Materials with any other Material;
- (c) using the Project Materials in a different context to that originally envisaged.
- 15.4 The Department grants Council a perpetual, irrevocable, worldwide non-exclusive licence to use the Department's Existing Material (including copying it and supplying it to others), but only for

the purposes of this Agreement. Council uses any of the Department's Existing Material at its own risk.

15.5 Council must ensure that it has obtained all relevant Moral Rights consents in writing in connection with the Project Material and licences under clause 15.2. The consents must cover acts done before or after the date of the consent, and whether done by the Department or by someone claiming under or through the Department. On request by the Department, Council must provide the Department with the original of the consent.

15.6 On request by the Department, Council must bring into existence, sign or otherwise deal with any document which is considered necessary or desirable to give effect to this clause 15.

16. Confidentiality

16.1 **Obligation to keep confidential:** Each party must keep the Confidential Information of each other party in confidence and not disclose the Confidential Information to any person without the other party's prior written consent, subject to clauses 16.2 and 16.3.

16.2 **Limited Disclosure:** A party may disclose the Confidential Information of another party to their personnel and legal and professional advisors provided they ensure that the such persons:

- (a) keep the Confidential Information confidential; and
- (b) do not use the Confidential Information except for the purposes of this Agreement.

16.3 Council acknowledges that the Department may disclose certain information in relation to the Agreement (including Confidential Information), in accordance with the Department's obligations under the GIPA Act including making certain information about the Agreement publicly available in any disclosure log of contracts that the Department is required to maintain under the GIPA Act.

17. Privacy

17.1 Council will:

- (a) ensure that Personal Information that is provided by the Department or collected by Council under or in connection with this Agreement is used only for the purposes of this Agreement and is protected against loss, authorised access, use modification and disclosure, or against other misuse;
- (b) not disclose any Personal Information without the prior written consent of:
 - (i) the individual to whom the Personal Information relates; or
 - (ii) the Department,unless otherwise required or authorised by law;
- (c) comply with the Information Protection Principles applying to NSW public sector agencies under the *Privacy and Personal Information Protection Act 1998* (NSW) when doing any act or engaging in any practice in relation to Personal Information as if Council were an agency directly subject to that Act; and
- (d) include equivalent requirements regarding Personal Information (including this clause 18) in any subcontract entered into for conducting the Project under this Agreement.

18. Variation

18.1 Written agreement between the parties must be obtained for any variation to:

- (a) this Agreement; and

- (b) any of the matters outlined in the attachments to this Agreement.
- 18.2 A variation under clause 18.1(b) must be made in accordance with the Variation Form (Attachment 5 to this Agreement) or any other variation document required by the Department in its reasonable discretion.
- 19. Ending this Agreement**
- 19.1 **Termination for default:** The Department may terminate this Agreement immediately by notice in writing to Council if any of the following occur:
- (a) Council breaches any of its obligations under this Agreement and the Department considers that the breach cannot be rectified or Council has failed to remedy a breach of this Agreement within 10 Business Days of receiving a Notice to Remedy from the Department;
 - (b) Council varies the Project without the Department's written approval;
 - (c) Council fails to satisfactorily meet the Milestones or deliver the Project or the Department considers that the Project is no longer viable;
 - (d) Council acts in a manner that will cause damage to the Department's reputation;
 - (e) Council does not use the expertise, skill, diligence and care in carrying out the Project, as outlined in this Agreement, to be expected from an experienced provider of activities of this nature;
 - (f) Council is not properly certified or accredited to undertake the Project, as outlined in this Agreement; or
 - (g) Council does not lawfully carry out the Project, as outlined in this Agreement, in a timely manner.
- 19.2 The Department is not liable to pay Council any compensation or costs if this Agreement is terminated in accordance with clause 19 and Council irrevocably and unconditionally releases the Department, the Crown in right of the State of New South Wales and their officers, employees and agents in respect of such termination.
- 20. Obligations when this Agreement ends**
- 20.1 **Rights and remedies not prejudiced:** Any termination of this Agreement by the Department is without prejudice to any accrued rights or remedies of the Department.
- 20.2 **Survival:** Clauses 7 (Project Review and Evaluation), 13 (Indemnity and release), 14 (Insurance) 15 (Intellectual Property), 16 (Confidentiality), 17 (Privacy) and this clause 20 (Obligations when this Agreement ends) and any other clause of this Agreement which by its nature should survive termination will survive termination, expiry or repudiation of this Agreement.
- 21. Dispute Resolution**
- 21.1 The parties must attempt to settle any dispute in relation to this Agreement in accordance with the following provisions, before resorting to court proceedings or other dispute resolution process.
- (a) A party claiming that a dispute has arisen must notify the other party in writing giving details of the dispute (Dispute Notice) in accordance with the requirements of clause 21
 - (b) Following receipt of a Dispute Notice, each party must refer the Dispute to a senior representative, who:

- (i) does not have prior direct involvement in the Dispute; and
- (ii) has authority to negotiate and settle the Dispute.
- (c) If the dispute is not resolved within 14 Business Days or within such further period as the parties agree in writing, from the date the Dispute Notice is received by the party to whom the Dispute Notice is given, the party which gave the Dispute Notice under clause 21.1(a) must refer the dispute to the Australian Disputes Centre Limited (ADC) for resolution in accordance with the mediation rules of the ADC.
- (d) If the dispute is not resolved within 28 Business Days (or such other period as agreed to in writing between the parties) after appointment of the mediator, or if no mediator is appointed within 28 days of the referral of the dispute to mediation, the parties may pursue any other procedure available at law for the resolution of the dispute.
- (e) Each party must pay its own costs of complying with this clause 21 and split the costs of the mediator evenly.
- (f) Nothing in this clause 21 (Dispute Resolution) will prevent either party from seeking urgent interlocutory relief.

22. **Notices**

22.1 **Change of contact details:** The parties must inform each other within seven (7) days of any changes to its contact details set out in Item 1 of the Agreement Details.

22.2 **Notice Requirements:** A notice under this Agreement must be:

- (a) in writing, directed to the Representative of the other party as set out in Item 1 of the Agreement Details; and
- (b) forwarded to the address, facsimile number or the email address of that Representative as set out in Item 1 of the Agreement Details.

22.3 **When a notice is served:** A notice under this Agreement will be deemed to be served:

- (a) in the case of delivery in person – when delivered to Council's address for service and a signature received as evidence of delivery;
- (b) in the case of delivery by post – on the day which is within four (4) Business Days after the date of posting;
- (c) in the case of delivery by facsimile – at the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of Council; or
- (d) in the case of delivery by email – at the time sent, unless the sender is notified, by a system or person involved in the delivery of the email, that the email was not successfully sent.

22.4 **Delivery late in the day:** Notwithstanding clause 22 (Notices), if delivery or receipt of a Notice is on a day which is not a Business Day or is after 5pm on a Business Day, then it will be deemed to have been received on the next Business Day in that place.

23. **General**

23.1 **Entire agreement:** This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter of this Agreement. Any prior arrangements, representations or undertakings as to the subject matter of this Agreement are superseded.

- 23.2 **Non-waiver:** A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or a further exercise of that or another right, power or remedy. A waiver of right, power or remedy must be in writing and signed by the party giving the waiver.
- 23.3 **Conflict of interest:** Council warrants that at the date of this Agreement, no Conflict of Interest exists or is likely to arise in relation to execution of this Agreement or its subject matter. Council must immediately notify the Department, in writing, upon becoming aware of the existence, or possibility, of a Conflict of Interest and must comply with any reasonable directions of the Department to appropriately manage the Conflict of Interest, within the time frame stipulated by the Department in writing.
- 23.4 **Assignment:** Council must not assign or novate obligations or interests under this Agreement without the prior written consent of the Department.
- 23.5 **Severability:** If any part of this Agreement is prohibited, void, illegal or unenforceable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.
- 23.6 **Relationship:**
- (a) Nothing in this Agreement is intended to create a partnership, joint venture, employment or agency relationship between the parties; and
 - (b) A party will not hold itself out to be an employee, partner, agent or representative of the other party.
- 23.7 **Applicable law:** This Agreement is governed by, and must be construed in accordance with, the laws in force in the state of New South Wales.
- 23.8 **Governing jurisdiction:** The parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in the State of New South Wales and the courts of appeal therefrom.
- 23.9 **Further assurance:** Each party must promptly execute all documents and do all things required by law, or that the other party from time to time reasonably requests, to effect, perfect or complete this Agreement and all transactions incidental to it.
- 23.10 **Counterparts:** This Agreement may be signed in any number of counterparts which taken together will constitute one instrument.

EXECUTED AS A DEED on 2018.

Signed, sealed and delivered for and on behalf of)
the Crown in right of the State of New South Wales)
acting through the Department by its authorised)
signatory, but not so as to incur any personal liability)

by.....)
(name and position of authorised signatory))

.....)
(signature of authorised signatory)

in the presence of.....)
(name of witness))

.....)
(signature of witness)

Signed, sealed and delivered for and on behalf of)
Council by its authorised signatory, but not so as to)
incur any personal liability)

by.....)
(name and position of authorised signatory))

.....)
(signature of authorised signatory)

in the presence of.....)
(name of witness))

.....)
(signature of witness)



**ATTACHMENT 1 AGREEMENT
 DETAILS**

Item 1: Contact Details

The Department	
Address:	320 Pitt Street, Sydney NSW 2000
Representative:	
Email:	
Phone:	

Council	
Address:	
Representative:	
Email:	
Phone:	

Item 2: Special Conditions (amendments to standard conditions)

--	--

Item 3: Funding Amount

Funding Amount:	\$2,500,000.00
------------------------	----------------

Item 4: Project

Project Commencement Date:	<ul style="list-style-type: none"> ▪ Agreement Date; or ▪ 1 June 2018, whichever occurs earlier
Project Completion Date:	30 June 2020
Project Description:	

Item 5: Payment Milestones

Milestone	Funding Amount	Completion Date
Milestone 1 Agreement Date	\$250,000.00	
Milestone 2 Approval of Project Plan	\$500,000.00	
Milestone 3 Exhibition of draft LSPS	\$625,000.00	
Milestone 4 Submission of Planning proposal for Gateway determination	\$625,000.00	
Milestone 5 Submission of Planning proposal to the Secretary to arrange for the drafting of the updated LEP Completion of the Project	\$500,000.00	30 June 2020

Note: The timeframe for the delivery of activities to be undertaken in connection with the Project will be detailed in the Project Plan approved by the Department. Those dates will inform the Completion Dates.

Item 6: Acquitting the Funding Amount

Acquittal Date	3 months after: <ul style="list-style-type: none"> • actual completion of the Project; or • earlier termination of this Agreement, whichever occurs first.
-----------------------	--

To comply with the Department's reporting requirements, Council must use the Acquittal Form attached to this Agreement in Attachment 4.

Council must disclose the Funding Amount separately in Council's Audited Financial Statements both as income and any unexpended funding.



ATTACHMENT 2 TAX INVOICES

All Tax Invoices must:

- i. be addressed to the Department's head office; and
- ii. prominently be identified as "Tax Invoice".

and contain:

- iii. Council's name;
- iv. Council's ABN;
- v. the milestone payment reference (i.e. 1st milestone);
- vi. the amount requested;
- vii. the GST component (listed separately to the amount requested); and
- viii. the total amount requested.



Planning &
 Environment

**ATTACHMENT 3
 PROJECT REPORT**

Part 1 – Quarterly Project Status Update Report

Council Name:		Reporting Period:	
Date of Report:		Project Manager:	
Project Manager: (Council)		Total Approved Funding	

Project Update	
What progress has occurred since the last project payment? Which milestones have been completed?	
Is there a change to the methodology, timeframe or milestones of the project as stated in the project plan and has this been submitted to the Department via a Project Variation Form?	
Any comments/issues in relation to the project? Please outline any risks or problems associated with the project.	

Funds and Expenditure (all costs exclude GST)				
Workplan Task/Component	Total Funding (Funding Agreement) ex GST	Total of all previous payments ex GST	This payment ex GST	Balance remaining ex GST

Council's Representative		Department of Planning & Environment Representative
	Signature:	
	Name:	
	Position:	
	Date:	

Part 2– Project Status Update Report when requesting a Payment Milestone

Council Name:								
Date of Report:				Reporting Period:				
Project Manager:				Project Manager:				
(Council)				Total Approved Funding				
Description of Milestone completed:								
Achievements:								
Change in methodology / timeframe								
Key Milestones:	Milestone	Target Date	Forecast Date	Status	Program Comments			
	Milestone 1			●				
	Milestone 2			●				
	Milestone 3			●				
	Milestone 4			●				
	Milestone 5			●				
	Other			●				
					^ copy colour code from below			
Status Key:	●	On Track	●	Generally on track, with minor issues	●	Off Track	●	Complete

Issues/Risks/ Escalations:	Description/Action/Response		Date Raised	Date Required	Owner
Communications & Stakeholder Activities:	Key Meetings/Event	Date	Outcomes & Actions		
Key progress in this milestone					
Key activities for next milestone					
Additional Comments:					
Attachments	A. Cost Report	B. Gantt Program	C. Photographs if applicable	D. Published Reports/Materials	
Comments :					
Funds and Expenditure (all costs exclude GST)					
Workplan Task/Component	Total Funding (Funding Agreement) ex GST	Total of all previous payments ex GST	This payment ex GST	Balance remaining ex GST	

Council's representative		Department of Planning and Environment representative
	Signature:	
	Name:	
	Position:	
	Date:	



Planning &
 Environment

**ATTACHMENT 4
 ACQUITTAL CERTIFICATE**

To be completed at the end of the Project.

Council's Name:		Department Branch:	
Date of Report:		Project:	
Project Manager: (Council)		Project Manager: (Department)	
Project Name:		Value of funding ex GST	
		Value of funding inc GST	

I, the undersigned, confirm that:

An amount equal to the total grant funds paid by the Department of Planning & Environment (\$.....excluding GST) has been expended on this Project in accordance with the terms and conditions of the Funding Agreement dated with the Department.

AND

A complete set of accounting and financial records relevant to the Project have been maintained.

Date:
Signature:
Name:
Council:
Position:



**Planning &
 Environment**

**ATTACHMENT 5
 PROJECT VARIATION**

PROJECT VARIATION (Revision X) Date: _____

Between

Department of Planning and Environment ("the Department")

And

("Council")

ABN Number

1. Revised Project Plan

[Provide a brief summary of the current status of the project and why a Project Variation is required]

[Provide details of the remaining milestones and the original and revised due dates for each item.]

Revised Project Workplan

Milestone Number	Description of Milestones	Original Milestone Due Date	Revised Milestone Due Date	Responsibility	Output (to align with revised Stage Funding Amounts table)

2.Revised Stage Funding Amounts Table

Stage Number	Payment Milestone	Revised Stage Funding Amounts Due	Milestone	Payment amount ex GST	Payment amount inc GST

3.Project Reporting Schedule

Original Project Commencement Date:	
Original Project Completion Date:	
Revised Project Completion Date:	

Has a previous Project Variation been requested:	
--	--

Revised/Additional Project Report Number	Revised Due Date

Prepared by Council:

Agreed to by Department

Signature: _____
 Name: _____
 Position: _____
 Date: _____

Signature: _____
 Name: _____
 Position: _____
 Date: _____

**ITEM-3 DEFERRED COMMENCEMENT OF THE NSW
GOVERNMENT'S NEW LOW RISE MEDIUM DENSITY
HOUSING CODE**

Department Planning and Environment

Author Initials: TP

REPORT

The NSW Government recently introduced a new Low Rise Medium Density Housing Code that will take effect from 6 July 2018. The new Housing Code applies to the entire state and will permit a range of medium density housing forms including dual occupancies, manor houses and terraces.

The Minister for Planning recently announced the deferred commencement of the new Housing Code for the City of Ryde, Canterbury Bankstown, Lane Cove and Northern Beaches Councils.

The new Code will increase the number of properties in Canada Bay that can be developed for the purpose of dual occupancy development by reducing the lot width requirements, increasing the maximum floor area that can be constructed and reducing the land area required for subdivision to occur.

Given the potential increase in density associated with the new Housing Code in Council's low density residential areas, it is recommended that a deferment in the commencement of the new Housing Code be requested to enable coordination with other planning processes, including the preparation of the proposed Local Housing Strategy and new LEP in accordance with the two year accelerated timeframe requested by the Department of Planning and Environment.

The Local Housing Strategy will identify opportunities to increase housing supply, housing mix and affordable housing to meet the diverse needs of our community. As an outcome of sound community engagement, the Strategy will clearly identify where different types of residential development (low, medium and high density) can be accommodated in locations that are supported by local infrastructure, including open space, transport, community facilities and schools.

This report recommends that Council write to the Minister for Planning for a deferment to the commencement of the new Housing Code in the City of Canada Bay to align with Council's preparation of the Local Housing Strategy and the new LEP.

RECOMMENDATION

THAT Council write to the Minister for Planning, the Hon Anthony Roberts MP seeking an exemption from the Low Rise Medium Density Housing Code until such time as Council has undertaken the Local Housing Strategy and a comprehensive review of its Local Environmental Plan.

**ITEM-4 RIVER ACTIVATION AND FORESHORE UPGRADE -
MCILWAINE PARK/BRAYS BAY**

Department Planning and Environment

Author Initials: TK

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

EXECUTIVE SUMMARY

The purpose of this report is to advise on the outcomes of Council's funding application to the NSW Government's Precinct Support Scheme, to obtain funding for the *River Activation and Foreshore Upgrade* project at McIlwaine Park/Brays Bay.

STRATEGIC CONNECTION

- 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.
- 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

Precinct Support Scheme funding for \$5 million

On 10 April 2018, Council resolved to submit a funding application to the NSW Department of Planning and Environment's Precinct Support Scheme for a *River Activation and Foreshore Upgrade* project at McIlwaine Park/Brays Bay in Rhodes East. In addition, Council resolved for a potential second application to be submitted to fund upgrades at Uhrs Point Reserve in Rhodes East, subject to the Scheme's overall funding availability.

Subsequently, the Department of Planning and Environment (the Department) advised Council in mid-April 2018, that only one project application could be accepted from Council due to an overall reduction in funding availability.

Therefore, only the *River Activation and Foreshore Upgrade* project was put forward in a funding application, as per the Council resolution.

Council's application sought funding for \$5.19 million from the Department to pay towards detailed surveys of the site and waterways, engineering designs and planning and the cost of construction. A concept plan showing proposed works is at **Attachment 1**.

As part of the application, Council also committed to contribute in-kind and cash funding for administration support, project management and DA processing for the project.

The following project costs were outlined in Council's funding application, split into funding by the Department through the Precinct Support Scheme (cash), and funding contribution by Council (in-kind and cash):

Funding sought through the Precinct Support Scheme

Hydrographic Survey	\$25,000
Engineering Survey	\$50,000
Public Domain Designs (Civil & Landscape)	\$100,000
River swimming investigation and design	\$60,000
Lighting Design and Specifications	\$50,000
Environmental Management Plan	\$100,000
Contamination Management	\$300,000
<i>Construction works</i>	
<i>Shared & Access pathways</i>	\$443,000
<i>Sandstone Steps to the river foreshore</i>	\$1,000,000
<i>Floating Jetty (approx..100m)</i>	\$1,000,000
<i>Park Development & improvements</i>	\$1,000,000
<i>Park lighting</i>	\$200,000
Contingency 20%	\$ 865,600
<i>TOTAL to be funded by Scheme</i>	<i>\$5,193,600+GST</i>

Funding by Council

Administration	\$30,000
Civil Project Management	\$250,000
DA and Approval Processing	\$30,000
Public Consultations	\$30,000
Tender Management	\$50,000
Operations & Maintenance (4 years)	\$300,000
<i>TOTAL to be funded by Council</i>	<i>\$690,000+GST</i>

GRAND TOTAL estimated cost of project to be funded
 by the Scheme and by Council **\$5,883,600+GST**

Outcome of the Funding Application

On 24 May 2018, Council received formal communication from the Department that the City of Canada Bay's application was successful in receiving \$5 million funding. This notice was accompanied by a *Precinct Support Scheme Funding Agreement*, which is to be signed and entered into by Council, as at **Attachment 2**.

Council staff was advised that the entire \$5 million would be transferred to Council in cash at the start of the 2018/19 financial year. This provides an opportunity for Council to invest the cash reserve until expenditure is expected at relevant stages of the project over the next 3 - 4 years.

Council is required to return the signed *Precinct Support Scheme Funding Agreement* by 15 June 2018 in order to formalise Council's acceptance of the funds.

FINANCIAL IMPACT

The \$5 million Precinct Support Scheme funding from the Department represents a shortfall of \$193,600 from the \$5.193 million Council sought in the funding application.

This amount of \$193,600 would need to be absorbed by Council. However, given the entire \$5 million cash will be transferred to Council from the beginning of the 2018/19 financial year, it provides an opportunity for Council to invest the cash and recoup the shortfall in funding through interest earned from investing the \$5 million cash at bank. The cash funds invested is anticipated to more than offset the shortfall.

By signing the Precinct Support Scheme funding agreement, Council is committed to contributing a total of \$883,600 (\$690,000 Council value in-kind and cash contribution + \$193,600 shortfall in funding from the Scheme) into the *River Activation and Foreshore Upgrade* project over 3 - 4 years between 2018/19 and 2021/22.

To confirm, the total Council commitment amount of \$883,600 consists of both value in-kind (funded from existing budget allocation) and cash resources. The value in-kind contribution component includes administration support, tender management, DA fee and DA processing. The cash contribution component is for the employment of a contract Project Manager, the cost of community consultation and costs associated with operations & maintenance.

RECOMMENDATION

1. THAT delegation be granted to the General Manager to sign and enter into the funding agreement with the Department of Planning and Environment to implement the *River Activation and Foreshore Upgrade* project in Rhodes East.
2. THAT provision be made to accommodate any value in-kind and cash contribution committed by Council for the *River Activation and Foreshore Upgrade* project.

Attachments:

1. Concept Plan for the *River Activation and Foreshore Upgrade* project at McIlwaine Park/Brays Bay in Rhodes East
2. Precinct Support Scheme Funding Agreement





PRECINCT SUPPORT SCHEME FUNDING AGREEMENT

RIVER ACTIVATION AND FORESHORE UPGRADE (\$5 MILLION)

RHODES EAST PLANNED PRECINCT

BETWEEN:

Name	Crown in right of the State of New South Wales represented by the Department of Planning and Environment (the Department)
A.B.N	ABN 38 755 709 681
Address	320 Pitt Street, Sydney, New South Wales, 2000

AND

Name	City of Canada Bay Council a body politic of the State constituted under the <i>Local Government Act 1993</i> (Council)
A.B.N	ABN 79 130 029 350
Address	1A Marlborough Street Drummoyne NSW 2047

(the **parties**)

TABLE OF CONTENTS

BACKGROUND.....	4
OPERATIVE PROVISIONS.....	4
1. Definitions and Interpretation	4
2. Term	7
3. Provision of Total Funding Amount	7
4. Milestones.....	8
5. Project Plans.....	8
6. Project Reporting	9
7. Project Review and Evaluation.....	9
8. Project Finalisation.....	9
9. Project Responsibility.....	9
10. Acknowledgement of Support	9
11. Publicity	10
12. GST	10
13. Compliance with law	10
14. Accountability.....	11
15. Indemnity and release.....	11
16. Confidentiality	11
17. Variation.....	11
18. Ending this Agreement.....	12
19. Obligations when this Agreement ends	12
20. Dispute Resolution.....	12
21. Notices.....	13
22. Procurement	13

23. General	13
ATTACHMENT 1 – AGREEMENT DETAILS	16
ATTACHMENT 2 – LOCATION PLAN	18
ATTACHMENT 3 – TAX INVOICES	19
ATTACHMENT 4 – PROJECT REPORT	20
ATTACHMENT 5 – ACQUITTAL CERTIFICATE	23
ATTACHMENT 6 – PROJECT VARIATIONS	27

BACKGROUND

- The Department has identified Rhodes East as a planned precinct.
- The NSW Government has established the Precinct Support Scheme (**PSS**) to assist local councils to upgrade local infrastructure and provide high quality urban environments in and around urban activation precincts.
- The Council has identified Works to the Rhodes East Precinct that can be funded through the PSS.
- The objective of this Agreement is to document the agreed outcomes for the Project including Milestones and timing for payment of the Total Funding Amount and completion of the Project.
- The parties also agree that in the event that part of the Total Funding Amount is not required or used by the Council, that portion of the Total Funding Amount will be refunded by the Council to the Department.
- The Department agrees to provide, and the Council agrees to accept, the Total Funding Amount in accordance with the terms of this Agreement.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

1.1 **Dictionary:** In this Agreement, unless the contrary intention requires:

- (a) **“Agreement”** means this Agreement including the Attachments.
- (b) **“Agreement Details”** means Attachment 1 to this Agreement.
- (c) **“Acquittal Certificate”** means Attachment 5 of this Agreement.
- (d) **“Business Day”** means the day which is not a Saturday, Sunday or public holiday in Sydney, NSW.
- (e) **“Rhodes East Precinct”** means the area shown in the Project Location Plan.
- (f) **“Commencement Date”** means the date that this Agreement is executed by both parties.
- (g) **“Confidential Information”** means any information and all other knowledge at any time disclosed (whether in writing or orally) to a party, or acquired by a party which:
 - (i) is by its nature confidential;
 - (ii) is designated, or marked, or stipulated as confidential; or
 - (iii) the party knows or ought to know is confidential;But does not include information which:
 - (iv) is or becomes public knowledge other than by breach of this Agreement;

- (v) is in a party's lawful possession without restriction in relation to disclosure before the date or receipt of the information from another party or a third party;
 - (vi) has been developed or acquired by a party independently of this Agreement;
 - (vii) is ascertainable through independent enquiries;
 - (viii) may be or is required to be disclosed pursuant to Premier's Memorandum No. 2007-01 Public Disclosure of Information arising from NSW Government Tenders and Contracts dated 8 January 2007, as amended or updated from time to time; or
 - (ix) is required to be disclosed pursuant to law, regulation, legal process or by a regulatory authority.
- (h) **"Conflict of Interest"** means an actual or perceived conflict between a person's public duty and their private or personal interest.
- (i) **"GST Law"** means *A New Tax System (Goods & Services Tax) Act 1999*, related legislation and any delegated legislation made pursuant to such legislation.
- (j) **"Material Clause"** means clause 3.2 (Timing of Payment), clause 3.3 (Use of Total Funding Amount), clause 4 (Milestones) and clause 13 (Compliance with Law) of this Agreement.
- (k) **"Milestone"** means each event described as a Milestone in Item 4 of the Agreement Details.
- (l) **"Project"** means the project description as described in Item 3 of the Agreement Details.
- (m) **"Project Commencement Date"** means the date specified in Item 3 of the Agreement Details as the project commencement date or another date agreed between the parties in writing.
- (n) **"Project Completion Date"** means the date specified in Item 3 of the Agreement Details as the project completion date or another date as agreed between the parties in writing.
- (o) **"Project Location Plan"** means Attachment 2 of this Agreement.
- (p) **"Project Report"** means Attachment 4 of this Agreement.
- (q) **"Representative"** means the Department representative or Council representative identified in Item 1 of the Agreement Details, as the context requires.
- (r) **"Tax Invoice Requirements"** means Attachment 3 of this Agreement.
- (s) **"Term"** means the duration of this Agreement, beginning on the Commencement Date and ending on the earlier of:
- (i) the Project Completion Date; or

- (ii) the date this Agreement is terminated in accordance with the Agreement.
 - (t) **“Total Funding Amount”** means the total funding amount specified in Item 2 of the Agreement Details.
 - (u) **“Unexpended Funding”** means the Total Funding Amount paid to the Council, or any part of the Total Funding Amount, that is unspent at the Project Completion Date and includes any part of the Total Funding Amount that is committed but unspent.
 - (v) **“Works”** means river activation, forecast open space upgrades and the construction of a jetty as specified in Item 3 of the Agreement Details.
 - (w) **“Variation Schedule”** means Attachment 6 to this Agreement.
- 1.2 **Interpretation:** Except where the context otherwise requires:
- (a) a singular number includes a reference to a plural number and vice versa;
 - (b) a gender includes a reference to the other genders and each of them;
 - (c) any person or company will mean and include the legal personal representative, successor in title, and permitted assigns of such person or company as the circumstances may require;
 - (d) words and expressions importing natural persons include partnerships, bodies corporate, associations and governmental and local authorities and agents;
 - (e) any organisations, associations, societies, groups or bodies will, in the event of them ceasing to exist or being reconstituted, renamed or replaced or if the powers or functions of any of them are transferred to any other entity, body or group, refer respectively to any such entity, body or group, established or constituted in lieu thereof or succeeding to similar powers or functions;
 - (f) statutes, regulations, ordinances or by-laws will be deemed for all purposes to be extended to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time;
 - (g) a month will be construed as a reference to a calendar month;
 - (h) “includes” and “including” mean by way of example but without limitation;
 - (i) monetary references are references to Australian currency;
 - (j) where any time limit is pursuant to this Agreement falls on a Saturday, Sunday or public holiday in the State of New South Wales then that time limit will be deemed to have expired on the next Business Day;
 - (k) where the parties are comprised of more than one person, each of the parties obligations will bind those persons jointly and severally and will be enforceable against them jointly and severally;
 - (l) the headings used in this Agreement are for convenience only and will not affect the interpretation of this Agreement;

- (m) no rule of construction operates to the detriment of a party only because that party was responsible for the preparation of this Agreement or any part of it; and
- (n) where there occurs a reference to the doing of anything by the Department including giving any notice, consent, direction or waiver, this may be done by any officer we duly authorise.

2. Term

- 2.1 This Agreement commences on the Commencement Date and will continue for the Term.
- 2.2 This Agreement may be extended at the discretion of the Department for a period and on such amended terms as agreed between the parties in writing.
- 2.3 **Commencement of Project:** The Council must commence the Project no later than the Project Commencement Date.
- 2.4 The Department must reasonably consider any request by the Council to vary the Project Commencement Date and /or the Project Completion Date.

3. Provision of Total Funding Amount

- 3.1 **Total Funding Amount:**
 - (a) The Department will provide up to a maximum of the Total Funding Amount to the Council for the Project in a single payment to fund all project Milestones
 - (b) The Council agrees to receive the Total Funding Amount in accordance with, and subject to the terms of, this Agreement.
- 3.2 **Timing of payment:** The Department will provide, or enable the provision of, the Total Funding Amount to the Council in accordance with the following:
 - (a) Payment to the Council on or as soon as practicable after the Project Commencement Date, unless otherwise agreed by the parties.
 - (b) Prior to the Department making any payments in accordance with this clause, the Council must provide to the Department:
 - (i) a valid tax invoice (including itemisation of the GST component) in accordance with the Tax Invoice Requirements for the relevant portion of the Total Funding Amount requested; and
- 3.3 **Use of Total Funding Amount:** The Council will use the Total Funding Amount for the Project.
- 3.4 **Conditions precedent to provision of the Total Funding Amounts:** The payment of the Total Funding Amount, or any part of it, is conditional on the NSW Parliament making all the necessary appropriations.
- 3.5 **Repayment of Unexpended Funding:** The Council will repay any Unexpended Funding to the Department upon request by the Department.

- 3.6 **Right to recall Total Funding Amount:** Without limiting the Department's rights under this Agreement, if:
- (a) Council breaches a Material Clause and the Council fails to remedy that breach within a reasonable time following receipt of a written request from the Department; or
 - (b) the Department terminates this Agreement under clause 18,
- the Department may, by notice in writing, require the refund of the Total Funding Amount (or any part of it).
- 3.7 If the Department exercises the right to require the refund of all or part of the Total Funding Amount in accordance with clause 3.6 the Council must refund:
- (a) the full amount of the Total Funding Amount; or
 - (b) the part of the Total Funding Amount that is the subject of the notice,
- within the period (which must be reasonable in the circumstances) specified in the written notice.
- 3.8 Despite clause 3.7, and unless the Department terminates this Agreement, the Council is not required to refund all or part of the Total Funding Amount if:
- (a) the Council fully performs each and every Milestone to the Department's reasonable satisfaction; or
 - (b) the Department is otherwise satisfied that the Milestones will be met by the Council in accordance with this Agreement,
- within the period specified in the written notice given under clause 3.7.
- 3.9 If this Agreement is terminated by the Department, the Department agrees to discuss with the Council how the Total Funding Amount or any remaining part of the Total Funding Amounts might be reallocated to other projects similar to the Project.
- 3.10 If any dispute arises regarding the refund of the Total Funding Amount, the parties shall resolve the dispute in accordance with clause 18 (Dispute Resolution).

4. Milestones

- 4.1 The Council must complete, to the satisfaction of the Department:
- (a) each Milestone; and
 - (b) each obligation or requirement imposed by each Milestone,
- on or before the date specified for the completion of that Milestone or as otherwise agreed in writing between the parties.

5. Project Plans

- 5.1 The Council must provide a Project Plan for each project endorsed on the project list.

5.2 The Project Plan to be provided to the Department within 20 business days of the project list being endorsed.

5.3 The Project Plan for the purposes of clause 5 must be in a format jointly agreed between the Department and the Council.

6. Project Reporting

6.1 The Council must provide a Project Report at least every 3 months to the Department. The Project Reports must be provided, regardless of progress in carrying out the Project.

6.2 Each Project Report for the purposes of this clause 6 must be in the format of the schedule of the Project Report and must address the matters specified in that schedule, including the extent to which (and the times at which) Milestones or tasks described in Item 4 of the Agreement Details have been completed, and whether the relevant outputs or outcomes in the table have been realised. Any major changes to the Project and any major issues arising out of the Project are to be outlined.

6.3 Each Project Report must be endorsed by an appropriate representative of the Council before being provided to the Department.

6.4 The Council must provide the Department with any additional Project Report it requests.

7. Project Review and Evaluation

7.1 The Department may assess the Project's progress or delivery at any stage and may engage independent contractors to do this. The Council must promptly make all relevant records available for scrutiny for this purpose. It is noted that documents associated with Commercial 'In confidence' and other procurement processes do not have to be disclosed.

8. Project Finalisation

8.1 A final Project Report and Acquittal Certificate indicating the status of the Total Funding Amount received for the Project is required to be provided to the Department on completion of the Project.

8.2 All Project Reports and the Acquittal Certificate should be signed by a delegated officer of the Council.

9. Project Responsibility

9.1 The Council acknowledges and agrees that it is solely responsible for delivery and completion of the Project within the terms and conditions of this Funding Agreement. The Council must ensure that it and any organisation or person engaged to carry out work adhere to all regulatory requirements associated with carrying out the Project.

10. Acknowledgement of Support

10.1 Council must acknowledge the NSW Government's support for the Project in accordance with the NSW Government's Funding Acknowledgement Guidelines for

recipients of NSW Government Infrastructure Grants, including acknowledgement of NSW Government support on signage and in any other public communications.

- 10.2 Council must, unless the Department agrees otherwise, use the NSW Government's Waratah logo in conjunction with all acknowledgements of NSW Government support in accordance with the Funding Acknowledgement Guidelines.

11. Publicity

- 11.1 Council must provide the Department with at least 15 Business Days' notice of any proposed announcements, launches or public events relating to the Project, and provide an opportunity for a representative of the NSW Government to attend and speak at any launch or public event for the Project.
- 11.2 The Department may issue public communications on the provision of the Total Funding Amount to Council and progress on completing the Project, including milestones. Where practicable to do so, the Department will give Council advanced notice of such communications and their content.

12. GST

- 12.1 The parties acknowledge and agree that the provision of the Total Funding Amount by the Department to the Council is not consideration for a supply for GST purposes. The Department is not liable to pay to the Council an amount equal to GST payable on the supply (**GST Amount**) in addition to the Total Funding Amount.
- 12.2 Despite clause 12.1, if the provision of the Total Funding Amount is determined to be a taxable supply liable for GST, the Council acknowledges and agrees that the Total Funding Amount is inclusive of GST and will not be increased by the amount of the Council's GST liability. The Council will pay any GST Amount on the supply and will not seek reimbursement from the Department or request it to attend to payments of the GST Amount.
- 12.3 The Council acknowledges that it will be liable for GST on the supply of goods and services acquired with the Total Funding Amount. The Council will pay that GST Amount and will not seek reimbursement from the Department or request it to attend the payment of that GST Amount.
- 12.4 Subject to this clause, the Council warrants that it is registered for GST purposes as at the date of this Agreement and will continue to be so for the Term.
- 12.5 Subject to this clause, any invoice rendered by the Council in connection with a supply under this Agreement must conform to the requirements for a tax invoice under the GST Law as set out in the Tax Invoice Requirements.

13. Compliance with law

- 13.1 The Council agrees:
- (a) to comply with all applicable standards, laws, regulations policies and statements for the Project;
 - (b) not do anything that would cause the Department to breach its obligations under any legislation.

- 13.2 The Council must hold all rights, permissions, approvals and consents required to conduct the Project and otherwise fulfil its obligations under this Agreement.

14. Accountability

- 14.1 The parties have statutory obligations to ensure the accountability of expenditure of funds including the Total Funding Amount and, accordingly, the parties are required to be accountable for the Total Funding Amount provided and received under this Agreement.

15. Indemnity and release

- 15.1 The Council shall at all times indemnify, hold harmless and defend the Department and its officers, employees and agents (**those indemnified**) from and against any liability or loss (including reasonable legal costs and expenses), which is suffered or incurred by any of those indemnified to the extent such loss or damage is caused or contributed to by the unlawful, wrongful, wilful or negligent act of the Council, or the officers, employees, agents, contractors or volunteers of the Council with respect to the Project and the use by the Council of the Total Funding Amount.
- 15.2 The liability of the Council to indemnify those indemnified under this Agreement shall be reduced proportionally to the extent that any unlawful, wrongful, wilful or negligent act or omission of those indemnified caused or contributed to the liability or loss.
- 15.3 The indemnity contained in this clause is a continuing obligation of Council separate and independent of any other responsibility of the Council and will continue beyond the Term.
- 15.4 The Council agrees to release and discharge those indemnified from any action, proceedings, claim or demand which, but for this provision, might be brought against or made upon those indemnified.

16. Confidentiality

- 16.1 **Obligation to keep confidential:** Each party must keep the Confidential Information of each other party in confidence and not disclose the Confidential Information to any person without the other party's prior written consent.
- 16.2 **Limited Disclosure:** A party may disclose the Confidential Information of another party to their personnel and legal and professional advisors provided they ensure that the recipient:
- (a) keeps the Confidential Information confidential; and
 - (b) does not use the Confidential Information except for the purposes of this Agreement.

17. Variation

- 17.1 Written agreement between the parties must be obtained for any variation to:
- (a) this Agreement; and
 - (b) any of the matters outlined in the attachments to this Agreement.

- 17.2 A variation under clause 17.1(b) must be made in accordance with the Variation Schedule or in accordance with in any other document required by the Department in its reasonable discretion.

18. Ending this Agreement

- 18.1 **Termination after 20 days notice:** A party may (by giving the other parties 20 days written notice) terminate this Agreement if any one or more of the following occurs:
- (a) one party breaches a Material Clause of this Agreement in a manner that, in the other party's reasonable opinion, is not capable of remedy; or
 - (b) one party breaches a Material Clause of this Agreement that in another party's reasonable opinion is capable of remedy and the party has failed to comply with a notice from the other party to remedy the breach within the reasonable period for remedy specified in that notice.

19. Obligations when this Agreement ends

- 19.1 **Rights and remedies not prejudiced:** Any termination of this Agreement by a party is without prejudice to any accrued rights or remedies of that party.
- 19.2 **Clauses that survive termination:** Clauses 4 (Accountability), 15 (Indemnity and release), 16 (Confidentiality), and this clause 19 (Obligations when this Agreement ends) and any other provision of this Agreement which by its nature should survive termination will survive termination, expiry or repudiation of this Agreement.

20. Dispute Resolution

- 20.1 The parties must attempt to settle any dispute in relation to this Agreement in accordance with the following provisions, before resorting to court proceedings or other dispute resolution process.
- (a) a party claiming that a dispute has arisen, must give written notice of the dispute to the other party. On receipt of this notice the parties must within 14 days of receipt seek to resolve the dispute.
 - (b) if the dispute is not resolved within this 14 day period or within such further period as the parties agree in writing then the dispute is to be referred to the Australian Commercial Dispute Centre (**ACDC**) for mediation.
 - (c) the mediation shall be conducted in accordance with the ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved.
 - (d) if the dispute is not settled within 28 days (or such other period as agreed to in writing between the parties) after appointment of the mediator, or if no mediator is appointed within 28 days of the referral of the dispute to mediation, the parties may pursue any other procedure available at law for the resolution of the dispute.
 - (e) nothing in this clause (Dispute Resolution) will prevent either party from seeking urgent interlocutory relief.

21. Notices

- 21.1 **Change of contact details:** The parties must inform each other within 7 days of any changes to its contact details set out in Item 1 of the Agreement Details.
- 21.2 **Notice Requirements:** A notice under this Agreement must be:
- (a) in writing, directed to the Representative of the other party as set out in Item 1 of the Agreement Details; and
 - (b) forwarded to the address, facsimile number or the email address of that Representative as set out in Item 1 of the Agreement Details.
- 21.3 **When a notice is served:** A notice under this Agreement will be deemed to be served:
- (a) in the case of delivery in person – when delivered to the recipient's address for service and a signature received as evidence of delivery;
 - (b) in the case of delivery by post – within three (3) Business Days of posting;
 - (c) in the case of delivery by facsimile – at the time of dispatch if the sender receives a transmission report which confirms that the facsimile was sent in its entirety to the facsimile number of the recipient; or
 - (d) in the case of delivery by email – on receipt of confirmation by the sender that the recipient has received the email.
- 21.4 **Delivery late in the day:** Notwithstanding the provisions of this clause 19 (Notices), if delivery or receipt of a communication is on a day which is not a Business Day in the place to which the communication is sent or is later than 5pm (local time in that place) it will be deemed to have been duly given or made at 9am (local time in that place) on the next Business Day in that place.

22. Procurement

- 22.1 The Council must undertake procurement activities in accordance with document 'OMS No.6 Procurement dated 7 February 2018', in accordance with its obligations under the Local Government Act 1993.
- 22.2 Where Council seeks to rely on 'OMS No.6 Procurement dated 7 February 2018' and intends to procure professional services in respect of the Project, Council must provide a procurement decision report to the Department for the Department to review and endorsement prior to a contract between the Council and the preferred service provider being executed.
- 22.3 The Department must review the procurement decision report and provide endorsement (or otherwise) to the Council within five working days of receipt. Where endorsement (or otherwise) is not provided by the Department to the Council within five working days, the procurement decision report is to be taken as endorsed by the Department.

23. General

- 23.1 **Entire agreement:** This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter of this Agreement. Any

prior arrangements, representations or undertakings as to the subject matter of this Agreement are superseded.

- 23.2 **Non-waiver:** No failure or delay by a party in exercising any right, power or remedy under this Agreement and no course of dealing or grant by a party to the other party of any time or other consideration, will operate as a waiver of the breach or a default by a party. Any waiver by a party of a breach of this Agreement will not be construed as a waiver of any further breach of the same or any other provision.
- 23.3 **Conflict of interest:** The Council warrants that at the date of this Agreement, no Conflict of Interest exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Council undertakes to notify the Department, in writing, immediately upon becoming aware of the existence, or possibility, of a Conflict of Interest and agrees to comply with any reasonable directions of the Department to appropriately manage the Conflict of Interest, within the time frame stipulated by the Department in writing.
- 23.4 **Severability:** If any part of this Agreement is prohibited, void, illegal or unenforceable, then that part is severed from this Agreement but without affecting the continued operation of the remainder of the Agreement.
- 23.5 **Relationship:**
- (a) Nothing in this Agreement is intended to create a partnership, joint venture or agency relationship between the parties; and
 - (b) A party will not hold itself out to be an employee, partner, agent or representative of the other party.
- 23.6 **Applicable law:** This Agreement is governed by, and must be construed in accordance with, the laws in force in the state of New South Wales.
- 23.7 **Governing jurisdiction:** The parties submit to the exclusive jurisdiction of the courts exercising jurisdiction in the state of New South Wales and the courts of appeal therefrom.

EXECUTED AS A DEED on **2018.**

Signed, sealed and delivered for and on behalf)
of the Crown in right of the State of New South)
Wales, but not so as to incur any personal)
liability)

by)
(name and position of authorised officer)

.....)
(signature of authorised officer)

in the presence of)
(name of witness)

.....)
(signature of witness)

Signed, sealed and delivered for and on)
behalf of City of Canada Bay Council:)

A.B.N:)

by)
(name and position of authorised officer)

.....)
(signature of authorised officer)

in the presence of)
(name of witness)

.....)
(signature of witness)

ATTACHMENT 1 – AGREEMENT DETAILS

Item 1: Contact Details

The Department	
Address:	320 Pitt Street, Sydney NSW 2000
Email:	Stuart.melville@planning.nsw.gov.au
Representative:	Stuart Melville – Senior Infrastructure Analyst

Council	
Address:	Locked Bag 1470, Drummoyne NSW 2047
Email:	Tina.Kao@canadabay.nsw.gov.au
Representative:	Tina Kao – Coordinator, Strategic Planning

Item 2: Funding Amount

Total Funding Amount:	\$5,000,000.00 (inclusive of GST)
------------------------------	-----------------------------------

Item 3: Project

Project Commencement Date:	The date this Agreement is executed by both parties
Project Completion date:	December 2021
Project Description:	<p>Mcllwaine Park foreshore area upgrades providing a new accessible pathway along the foreshore, upgrades to landscaping within 15-20 metres of the foreshore (native planting, lighting, and seating), a section of seawall converted to viewing steps from the land into the water, and a new jetty for water activities such as kayaking, rowing and stand-up paddle boarding.</p> <p>The project will promote and provide additional regional links for active transport via the new shared pathway along the foreshore, and encourage recreational activities.</p>

Item 4: Project Milestones

Milestone	Date of completion
Project commencement – June 2018 <i>Next actions: Prepare project plans</i>	N/A
Milestone 1 Completion of project plan (including scope and indicative cost plan) <i>Next actions: concept designs, cost plans, and conduct planning assessments</i>	October 2018
Milestone 2 Completion of concept designs, and planning approvals <i>Next actions: Construction tender</i>	July 2019
Milestone 3 Construction commencement <i>Next action: Construction</i>	March 2020
Milestone 4 Construction completion <i>Next action: Commissioning</i>	October 2021
Project complete Public opening	December 2021

ATTACHMENT 2 – LOCATION PLAN



ATTACHMENT 3 – TAX INVOICES

All Tax Invoices must:

- i. be addressed to the Department's head office; and
- ii. prominently be identified as "Tax Invoice".

and contain:

- iii. Council's name;
- iv. Council's ABN;
- v. the name of Project;
- vi. the instalment payment reference (i.e. 1st instalment);
- vii. the amount requested;
- viii. the GST component (listed separately to the amount requested); and
- ix. the total amount requested.

ATTACHMENT 4 – PROJECT REPORT



**PRECINCT SUPPORT SCHEME
PROJECT REPORT**

PROJECT DETAILS

Council name	
Project name	
Council project manager / representative	
Report date	

PROJECT STATUS UPDATE

Summary – previous report	<i>Insert current status from previous report</i>
Summary – current status	<i>Insert current status summary</i>
Actions since last report	<i>Actions which have commenced or complete</i>
Upcoming actions	<i>Next actions</i>

MILESTONES

Milestone Number	Milestone Description	Target Date	Forecast Date
1	<i>Milestone 1 description</i>	<i>Insert date</i>	<i>Insert date</i>
2	<i>Milestone 2 description</i>	<i>Insert date</i>	<i>Insert date</i>
3	<i>Milestone 3 description</i>	<i>Insert date</i>	<i>Insert date</i>
4	<i>Milestone 4 description</i>	<i>Insert date</i>	<i>Insert date</i>
5	<i>Milestone 5 description</i>	<i>Insert date</i>	<i>Insert date</i>
6	<i>Milestone 6 description</i>	<i>Insert date</i>	<i>Insert date</i>



**PRECINCT SUPPORT SCHEME
PROJECT REPORT**

COMMUNICATIONS / PUBLIC STATEMENTS

Date	Audience	Method	Purpose
<i>Past and future</i>	<i>Local community Targeted stakeholder</i>	<i>Website / letter / Media release</i>	<i>Project status update / community consultation</i>

RISKS AND ISSUES

Risk	Opportunity or Threat	Risk Cause	Likelihood	Impact	Treatment

BUDGET

Total grant funding	Project expenditure to date	Forecast expenditure to complete current milestone
\$0,000,000	\$0,000,000	\$0,000,000

ADDITIONAL COMMENTARY

<i>Insert additional commentary as required</i>

AUTHORISATION

Name	
Signature	
Position	

ATTACHMENT 5 – ACQUITTAL CERTIFICATE



PRECINCT SUPPORT SCHEME
ACQUITTAL CERTIFICATE

Project Name	
Project Address/Location	
Date Project Completed	

I, the undersigned, confirm that:

1. An amount equal to the total grant funds paid by the Department of Planning and Environment (\$..... including GST) has been expended on this Project in accordance with the terms and conditions of the Funding Agreement dates..... with the Department.

AND

2. A complete set of accounting and financial records relevant to the Project have been maintained.

Name	
Signature	
Position	
Date	
Council	

ATTACHMENT 6 – PROJECT VARIATIONS



PRECINCT SUPPORT SCHEME
PROJECT VARIATION

PROJECT VARIATION (Revision X) Date: _____

Between

Department of Planning and Environment (“the Department”)

And

(“the Council”)

ABN Number:

1. Revised Project Plan

[Provide a brief summary of the current status of the project and why a Project Variation is required]

[Provide details of the remaining milestones and the original and revised due dates for each item.]

Revised Project Workplan

Milestone Number	Description of Milestones	Original Milestone Due Date	Revised Milestone Due Date	Responsibility	Output (to align with revised Stage Funding Amounts table)



PRECINCT SUPPORT SCHEME
PROJECT VARIATION

2. Revised Stage Funding Amounts Table

Stage Number	Payment Milestone	Revised Stage Funding Amounts Due	Milestone	Payment amount ex GST	Payment amount inc GST

3. Project Reporting Schedule

Original Project Commencement Date:	
Original Project Completion Date:	
Revised Project Completion Date:	

Has a previous Project Variation been requested:

Revised/Additional Project Report Number	Revised Due Date

Prepared by Council:

Agreed to by Department

Signature: _____
 Name: _____
 Position: _____
 Date: _____

Signature: _____
 Name: _____
 Position: _____
 Date: _____

**ITEM-5 CANADA BAY LOCAL TRAFFIC COMMITTEE
MINUTES - 17 MAY 2018**

Department Technical Services and Operations

Author Initials: BM

REPORT

This report contains the minutes for the Canada Bay Local Traffic Committee meeting held on 17 May 2018 for Council's resolution.

RECOMMENDATION

THAT the minutes and recommendations of the Canada Bay Local Traffic Committee meeting of 17 May 2018, as mentioned above, be adopted.

Attachments:

1. Minutes of the Canada Bay Local Traffic Committee Meeting – 17 May 2018



TRAFFIC COMMITTEE

(VIA EMAIL)

Held in the Council Chambers
Canada Bay Civic Centre
1a Marlborough Street, Drummoyne
on Thursday, 17 May 2018

MINUTES

Committee Members:

Cr M Megna	Chair
Sergeant T Crowther	NSW Police
Kathryn Hawkins	Roads & Maritime Services
Mr J Biniaries	Representing Local Member of Parliament

Advisory Members:

Mr J Osland	CCB Council
Mr G El Kazzi	CCB Council
Mr B MacGillicuddy	CCB Council
Ms M Carpenter	CCB Council
Mr P Whitney	State Transit Authority, Sydney Buses
Mrs V Dharma	Access Committee
Mr G Purves	Bay Bug – Canada Bay Bicycle Users Group

Minute Taker:	Ms S Maharaj	CCB Council
---------------	--------------	-------------

INDEX

Traffic Committee Meeting 17 May 2018

ITEM-1	GREAT NORTH ROAD, WAREEMBA - MOTOR BIKE PARKING	3
ITEM-2	HENLEY MARINE DRIVE, DRUMMOYNE - REMOVAL OF PARKING RESTRICTIONS.....	4
ITEM-3	IAN PARADE, CONCORD - 'NO STOPPING'	5
ITEM-4	STUART STREET, CONCORD WEST - WORK ZONE	5
ITEM-5	KINGS ROAD, FIVE DOCK - WORK ZONE	6
ITEM-6	MERVILLE STREET, CONCORD WEST - WORK ZONE	7
ITEM-7	SOUTH STREET, DRUMMOYNE - ACCESS RESTRICTIONS	8
ITEM-8	ROSEBY STREET - TRAFFIC AND PARKING CHANGES	10

APOLOGIES

Nil

DECLARATIONS OF PECUNIARY INTEREST

Nil

CONFIRMATION OF MINUTES

Traffic Committee Meeting – 19 April 2018

COMMITTEE RECOMMENDATION

THAT the minutes of the Traffic Committee Meeting of 19 April 2018 be confirmed.

**ITEM-1 GREAT NORTH ROAD, WAREEMBA - MOTOR BIKE
 PARKING**

REPORT

Council received a request to review parking and access around 361 Great North Road, Wareemba.

Onsite investigations noted that the area between the driveways to properties 359 and 361 Great North Road was insufficient in length to accommodate a standard vehicle. This was reported to result in driveway obstruction issues particularly noting the high demand for parking in the area associated with the nearby commercial premises.

Following consultation with the residents of 361 Great North Road, it is proposed that 'Motor Bikes Only' signage be installed in the subject area to assist in maintaining clear access to the subject property whilst still allowing some utilisation of the space.

STAFF RECOMMENDATION

THAT 'Motor Bike Only' signage be installed in the area between the driveways to properties 359 and 361 Great North Road.

DISCUSSION

Item is in order.

COMMITTEE RECOMMENDATION

THAT 'Motor Bike Only' signage be installed in the area between the driveways to properties 359 and 361 Great North Road.

ITEM-2 HENLEY MARINE DRIVE, DRUMMOYNE - REMOVAL OF PARKING RESTRICTIONS

REPORT

Council has received requests to review the current parking restrictions along Henley Marine Drive in Drummoyne from South Street to Formosa Street.

At present, most of this section of Henley Marine Drive is signposted as '2P 8am-5pm, Mon-Fri' with a section of unrestricted parking towards the intersection with South Street. The '2P' parking is sufficient in length to accommodate approximately 32 standard vehicles.

Council staff have undertaken occupancy surveys along Henley Marine Drive and it was found that during the observed periods there was a peak of 10 cars utilising the '2P' parking and that vehicles parked within the '2P' parking were primarily located towards the eastern end of it.

Given the underutilisation of the '2P' parking and high demand for unrestricted parking in the area, it is proposed to reduce the length of the '2P' parking to approximately 87m as detailed in the attached locality plan. This corresponds to approximately 14 parking spaces and will in turn provide approximately 18 additional unrestricted spaces.

STAFF RECOMMENDATION

THAT the '2P 8am-5pm, Mon-Fri' parking restriction in Henley Marine Drive be reduced in length to approximately 87m with the remainder returned to unrestricted parking.

DISCUSSION

Item is in order.

COMMITTEE RECOMMENDATION

THAT the '2P 8am-5pm, Mon-Fri' parking restriction in Henley Marine Drive be reduced in length to approximately 87m with the remainder returned to unrestricted parking.

ITEM-3 IAN PARADE, CONCORD - 'NO STOPPING'

REPORT

Council has been requested to review the configuration of parking on Ian Parade, Concord, immediately south of the roundabout where it intersects with Wellbank Street.

At present, there is a separated bicycle lane that cyclists utilise when travelling in a southerly direction along Ian Parade to bypass the roundabout. To the south of the roundabout the bicycle lane widens gradually to 3.8m which is then adequate to accommodate both a bicycle lane and on-street parking.

It has however been reported that vehicles are parking too close to the roundabout in the area not yet wide enough to accommodate both the bicycle lane and on-street parking, thereby obstructing cyclists.

Following on-site investigations, it is proposed to install 'No Stopping' signage as detailed in the attached locality plan to clarify where vehicles should and should not be parked.

STAFF RECOMMENDATION

THAT 'No Stopping' restrictions be signposted as indicated in the attached locality plan.

DISCUSSION

Item is in order.

COMMITTEE RECOMMENDATION

THAT 'No Stopping' restrictions be signposted as indicated in the attached locality plan.

ITEM-4 STUART STREET, CONCORD WEST - WORK ZONE

REPORT

Council has received an application for a 'Work Zone' in Stuart Street, Concord West, outside number 13 to facilitate construction of a new boarding house development at this property.

Due to the timing of the application, the 'Work Zone' has been installed following consultation with the Police and the Roads and Maritime Services.

The 'Works Zone' is 15m long coinciding with the available frontage of the work site, operating '7am-5pm Mon-Sat' with an initial operational period from 30th of April, 2018 to 30th of October, 2018.

STAFF RECOMMENDATION

THAT the installation of the 'Works Zone 7am-5pm Mon-Sat' in Stuart Street, Concord West, outside number 13 Stuart Street be approved.

DISCUSSION

Item is in order.

COMMITTEE RECOMMENDATION

THAT the installation of the 'Works Zone 7am-5pm Mon-Sat' in Stuart Street, Concord West, outside number 13 Stuart Street be approved.

ITEM-5 KINGS ROAD, FIVE DOCK - WORK ZONE

REPORT

Council has received an application for a 'Work Zone' in Kings Road, Five Dock, outside numbers 8-12 to facilitate construction of a new seniors living development at this property.

Due to the timing of the application, the 'Work Zone' has been installed following consultation with the Police and the Roads and Maritime Services.

The 'Works Zone' is 27m long and will take up most of the available frontage of the work site, operating '7am-5pm Mon-Sat' with an initial operational period from 7th of May, 2018 to 7th of November, 2018.

STAFF RECOMMENDATION

THAT the installation of the 'Works Zone 7am-5pm Mon-Sat' in Kings Road, Five Dock outside number 8-12 Kings Road be approved.

DISCUSSION

Item is in order.

COMMITTEE RECOMMENDATION

THAT the installation of the 'Works Zone 7am-5pm Mon-Sat' in Kings Road, Five Dock outside number 8-12 Kings Road be approved.

ITEM-6 MERVILLE STREET, CONCORD WEST - WORK ZONE REPORT

Council has received an application for a 'Work Zone' in Merville Street, Concord West, outside number 24 to facilitate construction of an attached dual occupancy at this property.

At present 'No Parking' restrictions apply on the south side of Merville Street along the frontage of the subject site due to the narrow width of the roadway. A '2P 8am-6pm Mon-Fri, Permit Holders Excepted' restriction applies on the north side of the roadway.

To facilitate the installation of a 'Work Zone', parking on the north side of Merville Street would hence need to be temporarily restricted as detailed in the attached locality plan. At the time of writing, consultation was currently being undertaken with the residents and the results will be provided at the Traffic Committee meeting.

The proposed 'Works Zone' is 15m long, coinciding with the frontage of the work site, operating '7am-5pm Mon-Sat' with an initial operational period from May 2018 to November 2018.

The configuration of parking restrictions in Merville Street is to be returned to the current arrangement when the 'Work Zone' is no longer required.

STAFF RECOMMENDATION

THAT the installation of the 'Works Zone 7am-5pm Mon-Sat' in Merville Street, Concord West outside number 24 be approved along with the installation of 'No Parking' restrictions outside numbers 21 and 23 as detailed in the locality plan.

DISCUSSION

The RMS Representative asked for clarification of the plan which differed slightly from an earlier version provided prior to formal consideration by Traffic Committee.

Council Officers have provided clarification that the plan was amended slightly to ensure through traffic access was not restricted.

Following consultation with residents and further investigations it is noted that 21 Merville Street is subject to a current Development Application and that the same construction company has been engaged for both 21 and 24 Merville Street. Should there be an overlap in construction schedules it will be a matter for the construction company to manage noting that due to the constrained road width a 'Work Zone' cannot be provide on the frontages of both sites.

Resident feedback has also been received to the subject proposal raising concern of potential confusion and illegal parking along with suggestions that the 'Works Zone' be provided on the north side of the roadway opposite the site. It is noted that 'Works Zones' are primarily intended for major deliveries such as concrete, bricks, etc. and that these cannot be reasonably undertaken from the opposite side of the road. The area would be monitored by Councils Parking Patrol Officers to ensure vehicles are parking legally.

Item is in order.

COMMITTEE RECOMMENDATION

THAT the installation of the 'Works Zone 7am-5pm Mon-Sat' in Merville Street, Concord West outside number 24 be approved along with the installation of 'No Parking' restrictions outside numbers 21 and 23 as detailed in the locality plan.

ITEM-7 SOUTH STREET, DRUMMOYNE - ACCESS RESTRICTIONS

REPORT

Council has been requested to review the signage at the intersection of South Street and Rawson Avenue, Drummoyne.

Historically South Street was restricted to one-way between Therry Street and Rawson Avenue however a temporary road closure was implemented in 2009 which was subsequently made permanent in 2012. A short section of Therry Street to the south of Rawson Avenue has remained open to traffic and is now two-way.

A recent review of the intersection of South Street and Rawson Avenue has however identified that 'No Left Turn' and 'No Right Turn' signage is still in place restricting access to the aforementioned section of South Street. A review of historical information reveals that these turn restrictions related to the one-way restrictions that no longer apply.

Observations indicate that vehicles are frequently turning contrary to these restrictions to access the parking in this section of roadway. It is proposed that the 'No Left Turn' and 'No Right Turn' restrictions be removed as they unreasonably restrict access given the current road configuration.

It is also noted that some drivers may inadvertently turn into South Street as it is not clear that it is not a through road. Accordingly it is also proposed that 'No Through Road' signs be installed at South Street on the southern side of its intersection with Rawson Avenue.

STAFF RECOMMENDATION

1. THAT the 'No Left Turn' and 'No Right Turn' signage in Rawson Avenue either side of its intersection with South Street be removed.
2. THAT 'No Through Road' signs be installed at South Street on the southern side of its intersection with Rawson Avenue.

DISCUSSION

The RMS Representative suggested that parking restriction signage be adjusted in South Street at its southern end so there is an easier turning circle in terms of safety for any before-and-after school pick-ups as well as general turning movements for vehicles outside of the school zone times.

Council Officers will investigate the configuration of parking within South Street in consultation with the surrounding schools.

COMMITTEE RECOMMENDATION

1. THAT the 'No Left Turn' and 'No Right Turn' signage in Rawson Avenue either side of its intersection with South Street be removed.
2. THAT 'No Through Road' signs be installed at South Street on the southern side of its intersection with Rawson Avenue.
3. THAT configuration of parking within South Street be investigated in consultation with surrounding schools.

**ITEM-8 ROSEBY STREET - TRAFFIC AND PARKING
CHANGES**

REPORT

As part of a reconfiguration of the Birkenhead Point Outlet Centre carpark which has been the subject of a recent Development Application, an application has been also been received for a number of changes to the configuration of traffic and parking in Roseby Street.

The proposed changes include:

- Reconfiguration of the roundabout at Renwick Street to provide an additional traffic lane on its north-eastern approach. This will improve traffic efficiency as at present the single lane approach means during peak periods queued right turning vehicles obstruct vehicles wishing to turn left.
- Removal of 'Bus Zone' currently located on the south side of Roseby Street 30m north-east of Renwick Street. This will provide a full two lane-approach to the roundabout. This zone has previously only been used by private coaches and hence 'Bus Zone' is in any case not technically the appropriate parking restriction.
- Installation of new 'No Parking, Buses and Coaches Excepted' parking area near the main shopping centre entrance in place of existing '1P 8:30am-6pm' parking.
- Raised pedestrian crossing installed in place of existing at grade pedestrian crossing near the main shopping centre entrance.
- Various relocation/reconfigurations of entry and exit driveways to the carpark.

All costs associated with the proposed works are to be bore by the owner of the Birkenhead Point Outlet Centre.

STAFF RECOMMENDATION

1. THAT the roundabout at the intersection of Renwick Street and Roseby Street be upgraded to provide two lanes for traffic approaching from the north-east as detailed in the locality plan.
2. THAT the existing 'Bus Zone' in Roseby Street be removed and converted to 'No Stopping'

3. THAT the existing '1P 8:30am-6pm' parking area near the main shopping centre entrance be reconfigured and converted to 'No Parking, Buses and Coaches Excepted' as detailed in the locality plan.
4. THAT a raised pedestrian crossing be installed in place of the existing at grade pedestrian crossing near the main shopping centre entrance.
5. THAT all costs associated with the works be bore by the applicant.

DISCUSSION

Item is in order.

COMMITTEE RECOMMENDATION

1. THAT the roundabout at the intersection of Renwick Street and Roseby Street be upgraded to provide two lanes for traffic approaching from the north-east as detailed in the locality plan.
2. THAT the existing 'Bus Zone' in Roseby Street be removed and converted to 'No Stopping'
3. THAT the existing '1P 8:30am-6pm' parking area near the main shopping centre entrance be reconfigured and converted to 'No Parking, Buses and Coaches Excepted' as detailed in the locality plan.
4. THAT a raised pedestrian crossing be installed in place of the existing at grade pedestrian crossing near the main shopping centre entrance.
5. THAT all costs associated with the works be bore by the applicant.

ITEM-6 YOUR FUTURE 2030: COMMUNITY STRATEGIC PLAN

Department Community Development

Author Initials: SAD

EXECUTIVE SUMMARY

This report presents the draft community strategic plan, YOUR future 2030 for Council's consideration and for adoption.

The document was placed on public exhibition for 28 days from Monday 16 April until Sunday 13 May 2018.

The report provides a summary of the public submissions on the draft YOUR future 2030, the community strategic plan.

STRATEGIC CONNECTION

This report supports FuturesPlan20 Outcome area:

IE4: We will be innovative and apply good governance to meet community expectations and legislative obligations.

IE4.45: Develop a new Community Strategic Plan in partnership with key stakeholders.

This report also relates to Section 402 of the Local Government Act 1993 which sets out the requirements for the development of a community strategic plan.

REPORT

Background

At the Council meeting of 10 April 2018, the Council resolved the following:

- 1. THAT Council endorse YOUR future 2030 and place it on public exhibition for a period of 28 days, in accordance with the requirements of 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.*

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 prosperous
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.

Exhibition of YOUR future 2030

In line with legislative requirements the community strategic plan, YOUR future 2030, was placed on public exhibition for a period of 28 days from Monday 16 April until Sunday 13 May, 2018.

The exhibition of the document was advertised in the Inner West Courier, in Council’s e-newsletters, in Bayside Brief, and Good Living @ Rhodes. As well, all participants in the engagement survey and workshops who expressed that they would like to see the draft document were emailed. Hard copies of these documents were available for viewing at the Drummoyne Civic Centre and at Five Dock and Concord Libraries and The Connection, Rhodes. The document was also made available on Council’s website.

Feedback and recommended amendments

The following table provides a summary of submissions received and recommended amendments to the draft plan.

Submission	Matters raised	Council response to submission	Recommendation
Respondent 1.	Concerns were expressed about over-crowding on trains following commencement of the free shuttle between Wentworth Point and	Council is aware of the capacity constraints of trains passing through the Rhodes area and has actively involved Sydney Trains in planning for new	The matter raised is reflected in Strategy 3.2.1. No change.

Submission	Matters raised	Council response to submission	Recommendation
	<p>Rhodes as well as further impacts once the proposed new developments on the opposite side of the Rhodes railway station are finished.</p>	<p>developments with regards to meeting existing and anticipated future demands and Council continues to advocate for improved public transport in the Rhodes peninsula.</p>	
<p>Respondent 2.</p>	<p>Concerns were expressed relating to:</p> <ul style="list-style-type: none"> • The number of apartments being built in Five Dock and in what areas they are being built. • How the population of Five Dock with new apartments will cause parking problems in the area as it's a problem now. 	<p>Studies have identified current and future traffic and transport needs including:</p> <ul style="list-style-type: none"> • a number of intersection upgrades • on-road improvements • changes to bus routes to reduce buses along busy roads • cycling routes and improved pedestrian access to and through the town centre. <p>Development controls are in place to limit parking in new developments in the Five Dock area. Rather than 1 - 2 car parking spaces per dwelling, for typical dwelling houses in the local government area, apartment developments in Five Dock town centre are limited by car parking rates:</p> <ul style="list-style-type: none"> • 1 bedroom apartment: 0.6 space • 2 bedroom apartment: 0.9 space • 3 + bedroom apartment: 1.4 space. 	<p>The matter raised is reflected in 3.3.1 & 4.2.1.</p> <p>No change.</p>

Submission	Matters raised	Council response to submission	Recommendation
		Visitor car parking is also limited by low rates and is in addition to the above.	
Respondent 3.	The respondent would like to see a full size well-built basketball court free for public use in many open parks in Cabarita and Concord area.	<p>Currently, public basketball facilities comprise two indoor courts for hire at Five Dock Leisure Centre, and half-courts for use without charge at Five Dock Park, Sanders Reserve and Taplin Park.</p> <p>As part of developing a Social Infrastructure Strategy, Council will undertake a City-wide comprehensive review of the availability of all types of facilities and will carefully consider the future provision of additional sporting facilities, including basketball courts.</p>	<p>The matter raised is reflected in 1.2.2.</p> <p>No change.</p>
Respondent 4. Family and Community Services	NSW Land and Housing Corporation (LAHC) deliver social housing for people who cannot meet their own housing needs. LAHC's latest housing delivery program, Communities Plus, involves partnering with private and not-for-profit sectors to redevelop LAHC sites, delivering a mix of private and social housing to achieve an increase in and de-concentration of social housing.	<p>Council recognises the importance of social housing for the community.</p> <p>Following the finalisation of the Greater Sydney Commission's Eastern City District Plan, Council intends to review its Canada Bay Local Planning Strategy to inform a new Local Environmental Plan for Canada Bay. This review is expected to occur in the next one to two years. Council will</p>	<p>List the NSW Land and Housing Corporation as a major partner under the section <i>Major Partnerships and Projects</i>.</p> <p>Change wording of Delivery Strategy 1.2.4 to: "Plan for a diversity of housing</p>

Submission	Matters raised	Council response to submission	Recommendation
	<p>Concerns are expressed that Council's draft CSP identifies housing affordability, however, social housing is not mentioned in the Plan.</p> <p>Social housing is a key part of the housing affordability spectrum, yet social housing represents less than 3% of dwellings in the LGA.</p> <p>A key step to improve housing affordability is to increase the proportion of social housing dwellings in Canada Bay. In order for LAHC to contribute to improved housing affordability, appropriate planning controls need to be in place to leverage the full renewal potential of Government land and maximise social and affordable housing outcomes. LAHC would welcome the chance to collaborate with Council to investigate and plan opportunities for renewal of social housing in the LGA.</p>	<p>be engaging NSW Government agencies as part of this work, and will endeavour to consult LAHC to discuss the criteria for planning aligned with infrastructure, employment and urban design outcomes.</p> <p>In YOUR future 2030, Delivery Strategy 1.2.4 currently states: <i>Provide Affordable Housing to support people working in essential services who require affordable accommodation to rent.</i></p> <p>This is considered by staff to be too narrow in intent. The following is considered to be more inclusive of all housing types.</p> <p><i>Plan for a diversity of housing across the full range of income levels, including affordable housing to support people who work in essential services.</i></p> <p>In the Delivery Program and Operational Plan, Operational Action 1.2.4.1 states: Develop and implement policies, programs and planning controls that promote the supply of affordable housing.</p> <p>This is considered by</p>	<p>across the full range of income levels, including affordable housing to support people who work in essential services".</p>

Submission	Matters raised	Council response to submission	Recommendation
		<p>staff to be too narrow and the following is more inclusive of all housing types.</p> <p><i>Develop and implement policies, programs and planning controls that promote the development of housing for all income levels, including for Affordable Housing.</i></p>	
<p>Respondent 5. Sydney Local Health District</p>	<p>Sydney Local Health District (SLHD) commented as follows: The five themes have a significant population health and wellbeing focus, as evidenced e.g. in the „service areas which Council will use to implement actions“ listed below each Theme: „disability inclusion“, „community safety“, „emergency management“, „affordable housing“, „place management“, „climate change“, „parks and open spaces“, „public transport“, „footpaths and cycleways“, „lighting“, sustainability, and engagement etc. However, there is no mention of their connection to the health and well-being of the people living, working and visiting Canada Bay. Given the importance of all these issues for the health and</p>	<p>The documents relate only to the community of City of Canada Bay.</p> <p>As Sydney Local Health District states the five themes have a significant health and wellbeing focus. In addition many of the Delivery Strategies are explicit in identifying health and well-being outcomes for people who live work and visit the City of Canada Bay.</p> <p>It is considered by Council officers that health and well-being outcomes are adequately described throughout the document.</p>	<p>List the Sydney Local Health District as a major partner under the section <i>Major Partnerships and Projects</i>.</p>

Submission	Matters raised	Council response to submission	Recommendation
	well-being for the people who live, visit and work in the Canada Bay area we suggest that this be made explicit throughout the Themes in the documents.		
	SLHD suggests adding another measure to the list under Theme 3: Easy to get around, „Increase in the number of people who cycle and walk to work within the Canada Bay area“.	The additional measure is supported and can be measured via Census data relating to Journey to Work.	Include the measure, „Increased number of people walking or cycling to work“, under the measures listed for Theme 3.
	SLHD suggests that it would be appropriate to mention reducing the urban heat island effect as a reason to be environmentally responsible – Theme 2.	Amending wording is not supported as „heat island effect“ is just one of any number of issues for consideration when considering climate change, sustainability and urban planning.	The matter raised is reflected in 2.1.1. No change.
	SLHD comments on whether use of the word „Public Health“ is most appropriate under theme 5.	It is considered by Council officers that Public Health best reflects the issues in that area.	No change.
	SLHD comments: While it is inferred throughout the documents, there are no direct goals and measures that explicitly address healthy urban development.	Goal 4.2, <i>High quality sustainable urban design results in innovative development sensitive to existing local character</i> , and associated Delivery Strategy 4.2.1 implicitly include „healthy“ urban development considerations.	The matter raised is reflected in 4.2.1. No change.
Council	There was inconsistency in the naming of Theme 1.	This is an error and it is recommended that: “Theme 1 – Inclusive,	Change Theme 1 to “Inclusive,

Submission	Matters raised	Council response to submission	Recommendation
	The following were used: <ul style="list-style-type: none">• “Theme 1 – Inclusive, involved and prosperous”• “Theme 1 – Inclusive, involved and innovative”.	involved and prosperous” be used to reflect both the creative and economic aspirations of the community.	involved and prosperous”.

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 adopt YOUR future 2030 with changes as outlined in the table above.
2. THAT Council write to respondents to thank them for their submissions and to advise them of Council’s recommendations.

ITEM-7 DELIVERY PROGRAM 2018-2021 AND OPERATIONAL PLAN 2018-2019, AND SCHEDULE OF FEES AND CHARGES 2018-2019

Department Community Development

Author Initials: SAD and MW

EXECUTIVE SUMMARY

This report presents the draft Delivery Program 2018-2021 and Operational Plan 2018-2019, incorporating the draft budget, and the draft 2018-19 Schedule of Fees and Charges for Council's consideration and for adoption.

The documents were placed on public exhibition for 28 days from Monday 16 April until Sunday 13 May 2018.

The report provides a summary of the public submissions relating to the exhibited draft documents.

STRATEGIC CONNECTION

This report supports FuturesPlan20 Outcome area:

IE4 We will be innovative and apply good governance to meet community expectations and legislative obligations.

IE4.44 Coordinate the review and update of Council's Integrated Planning and Reporting documentation including: Delivery Plan and Operational Plan.

This report also relates to the Draft YOUR future 2030, the new community strategic plan, which was the subject of the preceding Council agenda item.

REPORT

Background

At its meeting of 10 April 2018, Council considered the Delivery Program 2018-2021 and Operational Plan 2018-2019, incorporating the draft budget, and the draft 2018-19 Schedule of Fees and Charges. Council resolved as follows:

- 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 of 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.*
4. *THAT all staff involved in the preparation of the Strategic and Delivery Plans be congratulated on their efforts.*

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. (See previous Agenda Item)

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 prosperous
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 by Council and other partners.

Draft Delivery Program 2018-2021 and Operational Plan 2018-2019

The draft Delivery Program 2018-2021 and Operational Plan 2018-2019 has been developed with reference to YOUR future 2030. The document carries through the Themes, Goals and Delivery Strategies from YOUR future 2030 and itemises what Council aims to achieve in the three year period of the Delivery Program 2018-2021 and specifically what Council will aim to achieve in the 2018-2019 operational year. The document also summarises the Resourcing Strategy relating to our workforce, assets and finances as well as specific capital works programs.

In line with legislative requirements the draft Delivery Program 2018-2021 and Operational Plan 2018-2019, was placed on public exhibition for a period of 28 days from Monday 16 April until Sunday 13 May, 2018.

The exhibition of the document was advertised in the Inner West Courier, in Council's e-newsletters, in Bayside Brief, and Good Living @ Rhodes. As well, all participants in the engagement survey and workshops who expressed that they would like to see the draft document were emailed. Hard copies of these documents were available for viewing at the Drummoyne Civic Centre and at Five

Dock and Concord Libraries and The Connection, Rhodes. The document was also made available on Council's website.

Resourcing Strategy 2018-29

The draft Resourcing Strategy 2018-29 includes three components – Workforce Plan 2018-21, Long Term Financial Plan and Asset Management Strategies over the Delivery Program period and forecasts for the following seven years. These documents will be provided under separate cover. It identifies the key resource challenges for the City of Canada Bay over the coming years, and the possible way that these might be addressed. It presents these challenges in such a way as to continue the conversation with the community about the future of this place, and how Council and its residents might work in partnership to bring this about in the most effective way.

As part of the engagement process for the development of YOUR future 2030 community members were also surveyed on the level of importance of facilities and spaces managed by Council as well as the services it provides. Additionally Council staff have also investigated business improvement opportunities through the conduct of a Horizontal Service Review which included the identification of revenue growth initiatives and cost savings.

The engagement feedback and the business process improvements have together informed the preferred resourcing scenario. Currently Council operates under a Sustainable Assets Scenario which draws down on cash reserves as required to fund asset renewal and maintenance while also addressing the infrastructure backlog over the term of the Long Term Financial Plan. This scenario will see service levels decline overtime as operating income is directed towards asset maintenance and depreciation.

The Sustainable Assets Scenario will weaken Council's financial sustainability over the long term and will ultimately lead to disruption in service provision. The Resourcing Strategy 2018-29 proposes the "Sustainable Assets and Sustainable Services Scenario" as the preferred approach. This scenario retains the underlying strategy relating to asset sustainability as well as incorporating a range of revenue growth initiatives and expenditure reduction options identified through the Horizontal Service Review.

The Sustainable Assets and the Sustainable Services Scenario has informed the development of the Resourcing Strategy 2018-29 and draft Delivery Program 2018-2021 and Operational Plan 2018-2019.

An Overarching Resourcing Strategy has been prepared that summarises the resourcing scenario and each of the three separate resource plans. The draft Overarching Resourcing Strategy is provided as *Attachment 1 –Overarching Resourcing Strategy 2018-29*. (issued under separate cover)

2018-2019 Budget- Operating Plan

Council's 2018-2019 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%.

The 2018-2019 Budget delivers a balanced budget comprising an operating budget surplus of \$588,000, with a balanced budget for the remaining years of the plan. In 2020-21, Council has forecast a deficit operating budget, which coincides with the Recreation Centre establishment costs. This indicates a stable financial sustainability position over the period of the Delivery Plan.

The Capital Budget includes funding for projects amounting to \$24million in year 1, which increases to \$65million in years 2 and 3 of the plan.

A summary of the 2018-2019 Budget and forecasts for the following two years are provided in the table below:

Budget Summary 2019-2021

Operational		2018- 2019 \$000	2019 -2020 \$000	2020- 2021 \$000
Income	<i>Rates And Annual Charges</i>	53,629	55,356	57,131
	<i>User Fees And Charges</i>	17,722	19,766	21,040
	<i>Interest</i>	2,811	2,308	2,325
	<i>Other Revenue</i>	9,704	10,262	10,847
	<i>Grants And Contributions- Operational</i>	5,016	5,116	5,219
	Total Operating Income	88,882	92,808	96,562
Expense	<i>Employee Costs</i>	36,484	37,427	39,231
	<i>Borrowings</i>	170	142	112
	<i>Materials & Contracts</i>	23,842	24,687	26,080
	<i>Depreciation</i>	12,353	13,398	14,234
	<i>Other Expenses</i>	15,445	16,847	18,326
	Total Operating Expenditure	88,294	92,501	97,983
Operational result - surplus/(deficit)		588	307	(1,421)
Capital				
Income	<i>Grants And Contributions- Capital</i>	9,207	49,691	53,295
	<i>Proceeds From The Disposal Of Assets</i>	1,342	1,332	1,332
	Total Capital Income	10,549	51,023	54,627
Expense	<i>Capital Expenditure</i>	23,756	65,087	65,109

	<i>Capital Expenditure - Principal Loan</i>	490	518	548
	<i>Capital Expenditure - Other</i>	240	0	0
	Total capital expenditure	24,486	65,605	65,657
Capital result - surplus/(deficit)		(13,937)	(14,582)	(11,030)
Funding Movements				
	<i>Add Back Depreciation & Amortisation - Non Cash Item</i>	12,353	13,398	14,234
	<i>Transfer From Reserve</i>	8,058	5,361	4,369
	<i>Transfer To Reserve</i>	7,062	4,484	6,152
Total Funding Movements		13,349	14,275	12,451
Net result - surplus/(deficit)		0	0	0
Operating Ratio	Operating Ratio	0.66%	0.33%	-1.47%

The Capital Works Program for 2018-2019 to 2020-2021 is detailed in the attachment to this report.

Highlights include:

Project	2018/19	2019/20	2020/21	Total Budget Allocation
Rhodes Recreation Centre	-	30,000,000	33,000,000	63,000,000
Redevelopment of Concord Oval	350,000	14,500,000	15,000,000	29,850,000
McIllwaine Park River Activation	517,500	1,387,500	1,620,500	3,525,500
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	125,000	125,000	-	250,000

Project	2018/19	2019/20	2020/21	Total Budget Allocation
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

Council's three year Capital Program is summarised as follows

Asset Category	2018-19	2019-20	2020-21
Buildings	\$3,370,055	\$45,196,000	\$48,709,900
Drainage Works	\$1,528,200	\$1,158,700	\$1,497,400
Other Assets	\$528,000	\$35,500	\$36,000
Other Assets(Library)	\$432,600	\$448,600	\$468,000
Parks and Seawalls	\$6,089,000	\$5,712,200	\$4,697,300
Plant & Equipment	\$2,645,100	\$2,615,000	\$2,615,000
Public Bridges	\$200,000	\$1,000,000	\$1,000,000
Public Footpaths	\$5,326,700	\$4,551,100	\$2,520,600
Public Roads	\$2,995,500	\$3,519,500	\$3,564,300
Swimming Pool	\$881,300	\$850,000	\$0
Total	\$23,996,455	\$65,086,600	\$65,108,500

Draft 2018-19 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 increase. Exceptions to these were identified in the Report to Council prior to its exhibition.

In line with legislative requirements the draft Schedule of Fees and Charges was placed on public exhibition for a period of 28 days from Monday 16 April until Sunday 13 May, 2018. Hard copies of these documents were available for viewing at the Drummoyne Civic Centre and at the Five Dock and Concord Libraries and displayed at Council's community facilities where fees apply. The documents were also available on Council's website.

Exhibition Feedback

Council received twelve separate submissions on the draft Delivery Program 2018-2021 and Operational Plan 2018-2019 and the draft Fees and Charges. The submissions covered matters such as sporting facilities and various capital and operational projects as well as a submission on the fee structure for children's

services. Council also received a submission from the Department of Family and Community Services regarding affordable housing. A summary of each of the matters raised along with a recommendation is provided in Attachment 2 – Delivery Program and Operational Plan Summary of Submissions.

FINANCIAL IMPACT

The “Sustainable Assets and Sustainable Services” resourcing scenario projects strengthening financial sustainability for Council. The operating position improves and delivers operating surpluses for the majority of the 10 years. Continuing operating deficits are not sustainable in the long term so achieving the operating budget savings associated with the Horizontal Service Improvement Proposals are key initiatives in achieving a strong level of financial sustainability over the period 2018-19 to 2028-29.

Council’s cash position improves over the term of the LTFP as a result of the Horizontal Service Improvements. The net value of operating budget improvements commencing 2018-19 through to 2028-29 amounts to \$35 million.

Council would continue to have a fully funded capital program under this scenario.

In summary, Scenario Two provides a sustainable approach to funding Council’s expenditure needs over the next 10 years and key financial sustainability ratios are enhanced.

This scenario adds to the base case with the identification of a range of service improvements, being a combination of new/additional income and expenditure savings. With these improvements Council’s financial position becomes sustainable over the long term.

Under this scenario a 10 year asset renewal program has been developed to mitigate any significant deterioration of Councils asset base. The program has been structured to ensure all classes of assets have funds allocated to deal with the timely renewal of assets. The total renewal program for the 10 years is \$161m. The second part of a sustainable asset scenario is an appropriate asset maintenance program. Incorporated in this scenario is a asset maintenance program that achieves 100% of required funding over the 10 years. To achieve this outcome an additional \$24.9million over the 10 years has been included.

RECOMMENDATION

1. THAT Council notes all of the feedback received during the exhibition period from Monday 16 April until Sunday 13 May 2018.
2. THAT Council adopts the Sustainable Assets and Sustainable Services resourcing scenario to inform and guide the Resourcing Strategy 2018-2021 and the Delivery Program 2018-2021 and Operational Plan 2018-2019.

3. THAT Council adopts the Delivery Program 2018-2021 and Operational Plan 2018-2019 with amendments as recommended in Attachment 2.
4. THAT Council adopt the 2018-2019 Schedule of Fees and Charges
5. THAT in accordance with Section 494 of the Local Government Act, 1993, the following Ordinary Rates and Charges be now made for the 2018-2019 rating year as follows:

Residential - Ordinary Rate

An ad valorem rate in the \$ of 00928807 with a Minimum Rate of \$691.43

The Residential - Ordinary Rate is to be applied to all land categorised Residential throughout the whole of the Local Government Area.

Business - Ordinary Rate

Ad valorem rate in the \$ of 0231095 with a Minimum Rate of \$691.43

The Business Rate is to be applied to all land categorised as Business throughout the whole of City of Canada Bay Council Area.

Residential - Stormwater Management Charge

A stormwater management service charge amounting to \$25 per residential allotment.

A stormwater management service charge amounting to \$12.50 per residential strata allotment.

Business - Stormwater Management Charge

A stormwater management service charge amounting to \$25 per business allotment per 350m² or part thereof.

For a lot in a strata scheme that is categorised as business - the greater of:

\$5 or

the relevant proportion of the maximum annual charge that would apply to the land subject to the strata scheme if it were a parcel of land categorised as business.

Ordinary Rates and Charges listed above are to be made in respect to the twelve month rating year commencing 1 July 2018 in accordance with Section 534 of the Local Government Act, 1993;

6. THAT pursuant to Section 566 of the Local Government Act 1993, interest on overdue rates be set at 7.5% per cent per annum simple interest for the period, subject to Council reserving the right to vary the interest chargeable on overdue rates to accord with any variations made to the Local Government Act, 1993 and regulations there under; and
7. THAT in accordance with Section 248 and 249 of the Local Government Act, the annual fees paid to Councillors and the Mayor for 2018-2019 be fixed at the following:

Councillor \$19,790

Mayor \$43,150

Attachments:

1. Delivery Program and Operational Plan Summary of Submissions
2. Overarching Resourcing Strategy 2018-29, – Workforce Plan 2018-21, Long Term Financial Plan and Asset Management Strategies (sent under separate cover)
3. Capital Program 2018-2019 to 2020-2021

ATTACHMENT 1

DELIVERY PROGRAM 2018-2021 AND OPERATIONAL PLAN 2018-2019

SUMMARY OF SUBMISSIONS

Submission	Matter raised	Council response to submission	Recommendation
Respondent 1.	The respondent would like to see a full size well-built basketball court free for public use in many open parks in Cabarita and Concord area.	<p>Currently, public basketball facilities comprise two indoor courts for hire at Five Dock Leisure Centre, and half-courts for use without charge at Five Dock Park, Sanders Reserve and Taplin Park.</p> <p>As part of developing a Social Infrastructure Strategy, Council will undertake a City-wide comprehensive review of the availability of all types of facilities and will carefully consider the future provision of additional sporting facilities, including basketball courts.</p>	<p>The matter raised is reflected in 1.2.2.1.</p> <p>No change.</p>
Respondent 2.	<p>Concerns were expressed relating to the proposed increased fee structure to \$124 (almost 8%) per day for children's services. For example, a family with 2 children in day care attending 5 days a week will increase their spend by \$90 a week which will equate to more than \$4,000 a year.</p> <p>If there is a change in regulations the government needs to look at providing funding to absorb part of the increased costs and not put all the burden onto the community.</p>	<p>Council understands the difficulty faced by families.</p> <p>The new Child Care Management System will come into effect in 2018-2019. State Government funding will not absorb the cost of needing additional staff members to meet the new interpretation of the Guide to the National Quality Standards. Each centre has to budget for these costs and ensure that it doesn't come at a cost to quality, thus having to increase fees across the board for families.</p>	No change.

Submission	Matter raised	Council response to submission	Recommendation
	<p>While fees are competitive, they should not be compared to privately run institutions, as the impression of public services is a community inspired need for those families looking for more community involvement and a fair system for those families in genuine need for support. This is a matter of covering increased overheads and to do this should be a process not just passed onto the current users of the services. The government needs to relook at how they manage their counterparts and the reserves they need to put aside for rainy days just like these as these changes do not seem adhoc but rather unplanned and mismanaged.</p> <p>In summary the respondent is opposed to such a large increase, however in saying that a reduced increase within 3% would be a much fairer change.</p>	<p>Council's proposed daily fee is indicative of the current market and service levels.</p> <p>Council's services offer a raft of extra curricula programs which have always been absorbed by operational budgets, and not at an additional cost to families.</p>	
<p>Respondent 3.</p>	<p>Concerns were expressed relating to problems at the Edwin Street bus stop on Victoria Road. There are two issues:</p> <ol style="list-style-type: none"> 1. On rainy days people waiting are sprayed with water running in the gutter which does not drain adequately. 2. Cyclists often ride on the footpath through the waiting crowd and 	<p>Funding in the 2018-19 financial year has been identified for a new Bike Plan which will seek to identify cycling issues and opportunities in the Council area.</p> <p>Generally the installation of barriers is ineffective as when designed to accommodate wheelchairs and general pedestrian access, they can be readily</p>	<p>The matter raised is reflected in 3.2.2.1.</p> <p>No change.</p>

Submission	Matter raised	Council response to submission	Recommendation
	recently I was almost knocked down by a speeding cyclist.	<p>navigated through by cyclists. The installation of logo's prohibiting cyclists is similarly likely to be ineffective and would also undesirably prohibit use of the footpath by children under 12 which is currently permitted under the Road Rules.</p> <p>The illegal use of footpaths by cyclist is a matter that can be addressed through Police enforcement which can be requested via the Police Assistance Line on 131 444.</p> <p>RMS manages the drainage systems on Victoria Road. RMS has overlaid the gutter with asphalt reducing the ability of the kerb to contain the stormwater. Council will request RMS provide additional drainage near this bus stop.</p>	
Respondent 4. Mortlake and Majors Bay Resident Action Group (MMBRAG)	<p>The MMBRAG raised the following:</p> <p>1. Development of a Place plan for Mortlake. MMBRAG request that the Place Plan be developed by December 2018 instead of December 2019 and that residents be engaged.</p> <p>2. Wangal Reserve Concerns are expressed that only \$211,000 has been allocated in the 2018-2019 year which is less than the \$250,000 set aside from the Breakfast Point Enhancement Fund in 2013. MMBRAG would like to see the whole \$711,000 set</p>	<p>The Council will commence the development of the Mortlake place planning in July 2018. The Place Management team will undertake extensive community engagement as part of the process.</p> <p>\$211,700 is included for allocation in 2018-2019 to undertake works identified in the Wangal Reserve Master Plan. \$500,000 will be considered in 2019-2020 capital works program.</p>	<p>The matter raised relates to 1.3.1.1.</p> <p>Bring forward the development of the Mortlake Place Plan to 2018-2019.</p> <p>The matter raised refers to Capital Project 102041.</p> <p>No change.</p>

Submission	Matter raised	Council response to submission	Recommendation
	aside so that the project can be started and completed in the next financial year.		
	3. Mortlake Boardwalk \$1 million has been allocated over 2 years commencing in 2019-20. MMBRAG would like to see the works commenced earlier.	Council is currently developing proposals for the Mortlake boardwalk to ensure it complies with Environmental Legislation. \$500,000 will be considered in 2019-2020 for construction works.	The matter raised refers to Capital Project 102745. No change.
	4. Tennyson Road East footpath upgrade \$280,000 has been allocated to this project. MMBRAG would like to see part of that money spent on upgrading the eastern footpath in Hilly Street between Palace Lane and the Mortlake Ferry in Hilly St.	Council will investigate the request to construct a footpath on the eastern side of Hilly Street from Wangal Park to Palace Lane. Council will consider construction of this section of footpath in a future capital works budget.	The matter raised refers to Capital Project 102708. No change.
	Tom Murphy Reserve Currently there are no accessible play areas in Mortlake and parents are forced to drive to Cabarita or Putney and beyond. There is an opportunity to upgrade Tom Murphy Reserve to provide a safe play area and meeting area for parents. MMBRAG would like to see the upgrade added to the 2018-2019 budget.	Community play facilities will be considered in the 2019-2020 capital works program.	The matter raised refers to Capital Project 102753. No change.
	Leadership initiatives Under 5.2.1.5 it states council staff regularly meet and liaise with community representative groups. MMBRAG would like to be included in that consultative process to ensure that the needs of the Mortlake community are regularly brought to the attention of Council.	To be considered in accordance with Council's Community Engagement Strategy	To be considered in accordance with Council's Community Engagement Strategy

Submission	Matter raised	Council response to submission	Recommendation
Respondent 5. Friends of Cabarita Park and Wharf (FOCP&W)	Clarity is sought by FOCP&W on the status of some capital works projects that will not be completed in 2017-2018 despite receiving funding from the 'Roads to Recovery Program' for Memorial Drive and 'Safer Streets Program' for CCTV and lighting near Edgewood Estate. The projects include: <ul style="list-style-type: none"> • Major upgrade to Memorial Drive • Replacement of picnic shelters • CCTV in strategic locations • Installation of lighting near Edgewood (design and consultation phase) • Renewal of signage • Major upgrade of the old playground. 	<p>Major upgrade to memorial Drive</p> <p>Council has developed a project plan to deliver these works and construction drawings are underway. The FOCP&W have been consulted and notices will be provided to adjacent residents prior to the project being undertaken in the first quarter of 2018-2019.</p> <p>Replacement of picnic shelters</p> <p>The project plan referenced above also includes the upgrade of picnic shelters in the park. The FOCP&W have been consulted on the design of the proposed shelters and notices will be placed on existing shelters prior to replacement works being commenced. These works will be undertaken in the first quarter of 2018-2019.</p> <p>CCTV in strategic locations</p> <p>Council has recently adopted an operating procedure for the management of the CCTV cameras being proposed in the park. Council has identified preferred equipment and contractor for this installation. These works will be undertaken in the first quarter of 2018-2019.</p>	No change.

Submission	Matter raised	Council response to submission	Recommendation
		<p>Installation of lighting near Edgewood (design and consultation phase)</p> <p>The design of the lighting adjacent to the pathway linking the Edgewater Estate and Cabarita Swimming Centre was funded in 2017-2018 under the Safer Streets Program. Installation of the lighting is subject to funding in 2018-2019.</p> <p>Renewal of signage</p> <p>Council has recently upgraded the entrance signage to the park and installed a new LED sign to post notices on a regular basis.</p> <p>An audit of existing signage in the park has been completed and the project plan includes upgrades for both regulatory and wayfinding purposes. The FOCP&W will be consulted further when a signage suite is developed.</p> <p>Major upgrade of the old playground</p> <p>The replacement of the old playground with a large picnic shelter suitable for larger group gatherings is proposed, however, is subject to ongoing discussions regarding car parking requirements to service the Cabarita Wharf upgrade. The proposal is to</p>	

Submission	Matter raised	Council response to submission	Recommendation
		<p>install the picnic shelter in the second quarter of 2018-2019 subject to resolution of parking issues.</p> <p>It should be noted that no funds have been spent on other works.</p>	
	<p>Concerns were expressed that only one new improvement is included for Cabarita Park in the coming year, that of lighting bollards along the walking path between Cabarita Swim Centre and Edgewood Estate.</p>	<p>The installation of bollard lighting adjacent to the pathway linking the Edgewater Estate and Cabarita Swimming Centre is subject to capital works budget funding in 2018-2019.</p> <p>Recent works include the construction of The Conservatory and new toilet facilities in 2017. Cabarita Park remains a priority for further upgrades and these will be delivered as funding becomes available.</p>	<p>The matter raised refers to Capital Project 102718.</p>
	<p>FOCP&W requests that the following items be included in the 2018-2019 Operational Plan and Capital Works budget for Cabarita Park:</p> <ol style="list-style-type: none"> 1. Install synthetic soft-fall in the main playground 2. Ban Hot Coal Barbecues from Cabarita Park 3. Provide fencing for the playground 4. Redesign the interchange at Cabarita Wharf in conjunction with RMS 5. Install a security gate at the entrance to Cabarita 	<p>1. Install synthetic soft-fall in the main playground</p> <p>It is advised that sand soft fall is the most appropriate soft fall for Cabarita Park Playground as it is an inclusive and soothing play element of the playground. It provides a sensory environment for children's physical, cognitive and social skills development by encouraging participation and allows children to test hypotheses and imagination.</p> <p>Sand also provides a far cooler playground environment than synthetic</p>	<p>No change.</p>

Submission	Matter raised	Council response to submission	Recommendation
	<p>Park which is to be closed after the last ferry</p> <p>6. Create a river swim site at Cabarita.</p> <p>FOCP&W believes that these investments are in line with community expectations (as evidenced by community surveys, petitions and local awareness) and also link directly to important Council policies for inclusion and safety, and are consistent with the views expressed in the YOUR future 2030 document.</p>	<p>soft fall even under shade sails and is shown to be the safest type of soft fall to prevent injury from falls when compared to fall injuries that occur upon synthetic soft fall types. Synthetic soft fall has a higher incidence of producing fracture injuries.</p> <p>The Lets Play Strategy will be reviewed in 2018-2019, including soft falls used in playgrounds in line with current research and findings.</p> <p>2. Ban Hot Coal Barbecues from Cabarita Park</p> <p>Council has been working with the FOCP&W on the issue of hot coals in the park. Council does not have any plans to ban hot coals but will continue working to improve litter in the park. The introduction of the hot coal bins and weekend enforcement officer in peak season has seen a reduction in littered coals.</p> <p>3. Provide fencing for the playground</p> <p>It is recommended that fencing not be installed around the playground for the following reasons:</p> <ul style="list-style-type: none"> • The playground is a minimum 20 metres away from the road • The adjoining road has a 10km/hour speed limit • This speed limit is 	

Submission	Matter raised	Council response to submission	Recommendation
		<p>reinforced by multiple speed humps along the road and a roundabout</p> <ul style="list-style-type: none"> • The sightlines from the road to the grassed area below the playground and vice versa are open and clear as the trees along this section don't have low, leafy branches • There is a low log barrier running parallel to the road. This barrier is not solid but it will slow younger children down if they try to navigate the gap. <p>Council's Let's Play strategy speaks to the provision of fences and it states fences should be considered for water hazards and where the playground is located close to a busy road. The road through Cabarita Park is not considered busy nor is its proximity to the road considered close enough to require a fence.</p> <p>4. Redesign the interchange at Cabarita Wharf in conjunction with RMS</p> <p>FOCP&CW redesign requests have been forwarded to Roads and Maritime Services who are utilising their legislative powers to undertake works associated with Cabarita Wharf.</p> <p>5. Install a security gate at</p>	

Submission	Matter raised	Council response to submission	Recommendation
		<p>the entrance to Cabarita Park which is to be closed after the last ferry</p> <p>Gates will not be installed at the entrance of Cabarita Park as vehicular access is required at all times.</p> <p>6. Create a river swim site at Cabarita</p> <p>Cabarita Beach is currently a swim location within the Parramatta River, under the Beachwatch Program.</p>	
	<p>FOCP&CW submits that the installation of synthetic soft-fall is an urgent health and welfare issue supported by the community in numerous surveys, submissions to Council and contacts with councillors.</p> <p>FOCP&CW requests that Council makes immediate provision to allocate funds to install synthetic soft-fall at the children's playground and in addition, provide a dedicated sand pit, identical to the one provided at the Award winning Timbrell Park.</p>	<p>It is advised that sand soft fall is the most appropriate soft fall for Cabarita Park Playground as it is an inclusive and soothing play element of the playground. It provides a sensory environment for children's physical, cognitive and social skills development by encouraging participation and allows children to test hypotheses and imagination.</p> <p>Sand also provides a far cooler playground environment than synthetic soft fall even under shade sails and is shown to be the safest type of soft fall to prevent injury from falls when compared to fall injuries that occur upon synthetic soft fall types. Synthetic soft fall has a higher incidence of producing fracture injuries.</p> <p>The Lets Play Strategy will be reviewed in 2018-2019, including soft falls used in</p>	<p>No change.</p>

Submission	Matter raised	Council response to submission	Recommendation
	<p>The Cabarita Park Plan of Management was endorsed by City of Canada Bay Council on 19 June 2007. FOCP&CW believe that the essential functioning of Cabarita Park has been compromised due to CCBC's lack of commitment to adequately fund or implement the actions in Council's own documents.</p> <p>FOCP&CW ask that Council make a commitment to:</p> <ul style="list-style-type: none"> • Give effect to the committed prior year (2017/18 Operational Plan) improvements for Cabarita Park. • Give effect to the community driven list of priorities for current year 2018/19 Plan, in accordance with YOUR Future 2030 listed above. • Deliver without further delay the short and medium term priority actions outlined in the 2007 Cabarita Park Plan of Management. • Proactively apply for a variety of suitable grant funding (per page 106 Plan of Management). • Acknowledge that many of the priority actions should be financed under general 	<p>playgrounds in line with current research and findings.</p> <p>The Plan of Management for Cabarita Park was prepared in accordance with the Local Government Amendment (Community Land Management) Act 1998. The Plan states:</p> <p><i>Staging of works will need to occur because Council cannot meet the cost of every single item of work proposed at one time, due to other financial commitments throughout the municipality. Actions listed in the Action Plans have been prioritised, which will assist in preparing forward open space work programs and annual budgets. This Plan will therefore provide direction for future works in the Park.</i></p> <p>The priorities scheduled in the plan are being addressed as funding is available.</p> <p>Further funding for works in Cabarita Park will be considered in future programs augmented by Section 94 contributions and grants when applicable.</p> <p>Council has received a litter grant for 2018-2019 financial year which will see the investment of around \$50,000 in new litter bin infrastructure, including signage and an ongoing engagement and</p>	<p>New Capital Project regarding litter bin infrastructure to be listed in line with grant funding received.</p>

Submission	Matter raised	Council response to submission	Recommendation
	<p>maintenance, unrestricted assets, renewal programs, Section 94 contributions and capital works.</p>	<p>education program.</p>	
Respondent 6.	<p>Concern was raised as to why \$100,000 was allocated to creating a swim site at Bayview Park which the respondent considers to be not swimmable site.</p> <p>Other matters raised related to Cabarita Park and have been responded to above.</p>	<p>Recent testing of sand, water and water quality indicates Bayview Park to be a suitable swim site. Council will endeavour to include Bayview Park as part of the Beachwatch program to provide assurance regarding water quality at that location.</p>	<p>No change.</p>
Respondent 7.	<p>Matters raised relate to Cabarita Park and have been responded to above.</p>	<p>Matters raised relate to Cabarita Park and have been responded to above.</p>	<p>No change.</p>
Respondent 8.	<p>Concerns were raised concerning an absence of Council Health officers or Rangers, or relevant officers in ensuring dog control in the Breakfast Point/Mortlake areas, particularly at eating places.</p>	<p>Council regularly inspects all registered food premises as part of its service to the community and if a person believes a breach may be occurring, this should be reported to Council immediately. To enable Council to issue enforcement action such as a fine, the breach would need to be observed by an Authorised Council Officer.</p>	<p>No change.</p>
Respondent 9.	<p>Some of the respondent's comments relate to Cabarita Park and have been responded to above.</p> <p>Additional comments include:</p> <p>Traffic: Kiss and ride drop off and pick up areas to be included when redesigning the wharf interchange.</p> <p>Parking 1: In the increased</p>	<p>Traffic Opportunities to expand the 'Kiss and Ride' area beyond that which is currently proposed by the RMS has been investigated however it was found to not be viable due to space and topography constraints along with the requirements of applicable standards for vehicle and pedestrian access.</p>	<p>No change.</p>

Submission	Matter raised	Council response to submission	Recommendation
	<p>parking area now being built, there should be more parking for those not working by reducing the parking hours to 4 hours from 9am to say 4pm. Current parking area next to the wharf allows parking all day between the times the park security gates are open.</p> <p>Parking 2: Diligent checking of parking permits and fine those without one and not paying..... more money for council coffers.</p> <p>Toilets: To remain open from time of security gate opening to closing at dusk.</p>	<p>Parking The expanded car parking area near Cabarita Wharf proposed by the RMS is specifically intended to provide additional commuter parking and hence encourage the use of public transport. Imposing time limits on this area would hence be contrary to that intent. It is noted that whilst parking is in high demand around the wharf, on weekdays parking elsewhere in the park is generally in lower demand providing other members of the community the opportunity of finding parking.</p> <p>Toilets Council's Ranger Services undertake a daily late afternoon patrol of Cabarita Park which includes checking each toilet prior to closing. Council cleansing staff inspect, clean and open the toilets early each day. Council does not intend to change this practice.</p>	
<p>Respondent 10. BayBUG</p>	<p>BayBUG draws attention to the apparent disconnection between the strategic goals of 'YOUR Future 2030' and the table of actions in the draft Delivery Program 2018-2021 and Operational Plan 2018-2019.</p> <p>BayBUG state that further consideration is needed of more cutting-edge approaches to traffic management across the municipality. Measures</p>	<p>Noting the constrained and already heavily utilised road network, Council is conscious of the need to encourage the use of active and public transport and discourage private car usage. This is reflected in planning controls which specifically limit the amount of off-street parking that can be provided in key areas. This is also reflected in strategic planning more generally where there is a</p>	<p>The matter raised is reflected in 3.2.2.1 and 3.2.2.2.</p> <p>No change.</p>

Submission	Matter raised	Council response to submission	Recommendation
	<p>such as lower speed limits (40 and 30 km/hr), pedestrian priority zones, shared vehicle/pedestrian zones, speed cushions, raised thresholds and platforms, wombat crossings and cycle ways need to feature more prominently in the Delivery Program 2018-21 and Operational Plan 2018-19.</p>	<p>focus on ensuring improved pedestrian and cyclists outcomes are delivered as part of large redevelopment projects.</p> <p>The new Bike Plan will seek to further encourage active transport and specific issues can be further considered through that process. A number of the issues raised have previously been investigated and a response provided.</p>	
<p>Respondent 11. Family and Community Services</p>	<p>NSW Land and Housing Corporation (LAHC) deliver social housing for people who cannot meet their own housing needs. LAHC's latest housing delivery program, Communities Plus, involves partnering with private and not-for-profit sectors to redevelop LAHC sites, delivering a mix of private and social housing to achieve an increase in and de-concentration of social housing.</p> <p>Concerns are expressed that Council's draft CSP identifies housing affordability however, social housing is not mentioned in the Plan.</p> <p>Social housing is a key part of the housing affordability spectrum, yet social housing represents less than 3% of dwellings in the LGA.</p> <p>A key step to improve</p>	<p>Council recognises the importance of social housing for the community.</p> <p>Following the finalisation of the Greater Sydney Commission's Eastern City District Plan, Council intends to review its Canada Bay Local Planning Strategy to inform a new Local Environmental Plan for Canada Bay. This review is expected to occur in the next one to two years. Council will be engaging NSW Government agencies as part of this work, and will endeavour to consult LAHC to discuss the criteria for planning aligned with infrastructure, employment and urban design outcomes.</p> <p>In YOUR future 2030, Delivery Strategy 1.2.4 currently states: <i>Provide Affordable Housing to support people working in essential services who require affordable</i></p>	<p>Change wording of Operational Action 1.2.4.1 to "Develop and implement policies, programs and planning controls that promote the development of housing for all income levels, including for Affordable Housing".</p> <p>Add to the Operational Plan Achievements for 2018-2019 and Delivery Program Achievements 2018-2021: Advocate to State Government and developers for the provision of a diversity of housing supply.</p>

Submission	Matter raised	Council response to submission	Recommendation
	<p>housing affordability is to increase the proportion of social housing dwellings in Canada Bay. In order for LAHC to contribute to improved housing affordability, appropriate planning controls need to be in place to leverage the full renewal potential of Government land and maximise social and affordable housing outcomes. LAHC would welcome the chance to collaborate with Council to investigate and plan opportunities for renewal of social housing in the LGA.</p>	<p><i>accommodation to rent.</i></p> <p>This is considered by staff to be too narrow in intent. The following is considered to be more inclusive of all housing types.</p> <p><i>Plan for a diversity of housing across the full range of income levels, including affordable housing to support people who work in essential services.</i></p> <p>In the Delivery Program and Operational Plan, Operational Action 1.2.4.1 states: Develop and implement policies, programs and planning controls that promote the supply of affordable housing.</p> <p>This is considered by staff to be too narrow and the following is more inclusive of all housing types.</p> <p><i>Develop and implement policies, programs and planning controls that promote the development of housing for all income levels, including for Affordable Housing.</i></p>	
Council	<p>There was inconsistency in the naming of Theme 1. The following were used: “Theme 1 – Inclusive, involved and prosperous” “Theme 1 – Inclusive, involved and innovative”.</p>	<p>This is an error and it is recommended that: “Theme 1 – Inclusive, involved and prosperous” be used to reflect both the creative and economic aspirations of the community.</p>	<p>Change Theme 1 to: “Inclusive, involved and prosperous”.</p>

Capital Projects



Projects	Asset Category	2018-2019	Forecast 2019-2020	Forecast 2020-2021
Public Bridges				
100653 - Massey Park Bridge Renewal	Public Bridges	200,000	0	0
102759 - Pomeroy St Bridge Replacement	Public Bridges	0	1,000,000	1,000,000
Public Bridges Subtotal		200,000	1,000,000	1,000,000
Buildings				
100287 - Buildings Renewal	Buildings	682,400	696,000	709,900
102193 - Massey Park Green Keepers Shed	Buildings	458,000	0	0
102381 - FDL Office Space Upgrade	Buildings	118,655	0	0
102493 - Goddard Park Amenities Building Upgrade	Buildings	200,000	0	0
102512 - Solar Panel Installations	Buildings	174,000	0	0
102585 - Redevelopment of Concord Oval	Buildings	350,000	14,500,000	15,000,000
102691 - The Connection - Shade Sail Installation	Buildings	700,000	0	0
102705 - Council Chambers AV Redevelopment	Buildings	190,000	0	0
102706 - Refurbishment of Council Chambers and foyer area	Buildings	320,000	0	0
102710 - 0-2 outdoor yard resurfacing	Buildings	20,000	0	0
102711 - Hallway soundproofing- Victoria Ave Childcare	Buildings	25,000	0	0
102713 - Fire panel system upgrade - Five Dock Leisure Centre	Buildings	100,000	0	0
102716 - Concord Library Foyer Construction Plans & QS	Buildings	20,000	0	0
102755 - Workshop office upgrade	Buildings	12,000	0	0
102781 - Rhodes Recreation Centre	Buildings	0	30,000,000	33,000,000
Buildings Subtotal		3,370,055	45,196,000	48,709,900
Drainage Works				
100448 - Drainage Renewal	Drainage Works	265,900	271,200	276,600
100639 - Lower Exile Bay Flood Study	Drainage Works	100,000	121,000	0
100903 - Stormwater Management	Drainage Works	212,300	216,500	220,800
102506 - Westconnex water recycling connection	Drainage Works	50,000	0	0
102707 - 176 George Street raising and overland flow path	Drainage Works	100,000	400,000	1,000,000
102725 - Edwards Park Drainage	Drainage Works	800,000	0	0
102749 - Recycled Water connection to Majors Bay Reserve	Drainage Works	0	150,000	0
Drainage Works Subtotal		1,528,200	1,158,700	1,497,400
Plant & Equipment				
100522 - Fleet - Executive Vehicles	Plant & Equipment	160,000	160,000	160,000
100523 - Fleet- Vehicles(Trucks, Utes, Trailers, Mowers)	Plant & Equipment	1,166,400	1,146,300	1,146,300
100524 - Fleet-Lease Back Vehicles (Sedans and Wagons)	Plant & Equipment	1,283,700	1,283,700	1,283,700
100875 - Small Plant-Engineering	Plant & Equipment	12,500	12,500	12,500
100878 - Small Plant-Parks&Gardens-Cap	Plant & Equipment	12,500	12,500	12,500
102724 - Electric block and tackle for workshop mezzanine	Plant & Equipment	10,000	0	0
Plant & Equipment Subtotal		2,645,100	2,615,000	2,615,000
Public Footpaths				
100290 - Bus StopUpgrades, Building and Facility Accessibility Works	Public Footpaths	100,000	100,000	100,000
100529 - Footpaths Renewal	Public Footpaths	921,700	926,100	930,600
100914 - Street Tree Replacement Program	Public Footpaths	500,000	500,000	500,000
102481 - Five Dock Public Domain Streetscape (Stage 2 - southern End)	Public Footpaths	2,000,000	1,350,000	0
102494 - Henry Lawson Park Foreshore Path	Public Footpaths	175,000	0	0
102495 - Mortlake Boardwalk Investigation	Public Footpaths	100,000	0	0
102499 - Victoria Road Footpath and Edwin St Intersection Repair	Public Footpaths	665,000	0	0
102685 - New Cycle Connection QEP and Burwood Park - UIAP	Public Footpaths	75,000	575,000	0
102708 - Tennyson Road Footpath upgrade Eastern Side	Public Footpaths	280,000	0	0
102712 - Access upgrade Rhodes Station to Concord Hospital	Public Footpaths	0	100,000	0
102727 - Hen and Chicken Bay East Foreshore Up Grade	Public Footpaths	250,000	250,000	250,000
102729 - Arthur Walker Reserve Accessway	Public Footpaths	50,000	0	0
102731 - Canada Bay Bike Plan	Public Footpaths	150,000	0	0
102739 - Riders Blvd Softfall Installation	Public Footpaths	60,000	0	0
102745 - Mortlake Boardwalk	Public Footpaths	0	500,000	500,000
102748 - Lyons Road Footpath Upgrade Northern side	Public Footpaths	0	250,000	240,000
Public Footpaths Subtotal		5,326,700	4,551,100	2,520,600
Furniture&Fittings				
100384 - Conc Library Furniture and Fittings	Furniture&Fittings	7,000	7,300	7,600
100512 - Five Dock Library Furniture	Furniture&Fittings	6,000	6,200	6,400
102035 - Whitegoods - Council Buildings	Furniture&Fittings	22,000	22,000	22,000
102754 - Compactors for storing & securing fleet spare part	Furniture&Fittings	20,000	0	0
Furniture&Fittings Subtotal		55,000	35,500	36,000
Other Assets Heritage				

Capital Projects



Projects	Asset Category	2018-2019	Forecast 2019-2020	Forecast 2020-2021
102514 - Public Art - Asset Renewals	Other Assets Heritage	77,500	0	0
102719 - Timbrell Park midden - covering (protection) of midden	Other Assets Heritage	30,000	0	0
102726 - Tree Lighting at Lyons Road War Memorial	Other Assets Heritage	123,000	0	0
Other Assets Heritage Subtotal		230,500	0	0
Intangible Assets				
102680 - ECM Upgrade 2017/18	Intangible Assets	140,000	0	0
102683 - Website Upgrade 2018	Intangible Assets	100,000	0	0
Intangible Assets Subtotal		240,000	0	0
Land(Improvements)				
102041 - Wangal Park	Land(Improvements)	211,700	500,000	0
102686 - New Playing Fields on Charles Heath Reserve	Land(Improvements)	200,000	0	0
102735 - Jesse Stewart Sports Field Rebuild	Land(Improvements)	200,000	0	0
102736 - Goddard Park (Top Section) Sportsfield Irrigation	Land(Improvements)	50,000	0	0
102747 - Rothwell Park Rebuild	Land(Improvements)	0	400,000	0
102751 - Greenlees Park Sports Field Rebuild	Land(Improvements)	0	0	90,000
102760 - Synthetic playing surface and New Amenities at Majors Bay Re	Land(Improvements)	300,000	2,100,000	2,000,000
Land(Improvements) Subtotal		961,700	3,000,000	2,090,000
Other Assets(Library)				
100614 - Library Audio/Visual	Other Assets(Library)	63,500	66,100	68,700
100615 - Library Books	Other Assets(Library)	237,200	246,800	256,700
100619 - Library Periodicals	Other Assets(Library)	35,900	35,900	38,800
102038 - Library Cataloguing and Processing	Other Assets(Library)	96,000	99,800	103,800
Other Assets(Library) Subtotal		432,600	448,600	468,000
Office Equipment				
102720 - Media Camera	Office Equipment	2,500	0	0
Office Equipment Subtotal		2,500	0	0
Other Structures				
100725 - Parks Renewal - Playground Equipment	Other Structures	659,200	305,200	311,300
100862 - Seawall Renewal-Cap	Other Structures	1,293,600	299,500	305,500
100873 - Skateboard Park	Other Structures	30,000	30,000	30,000
100890 - Sports Fields-Cap	Other Structures	450,000	0	0
102479 - Rhodes Park Community and Therapy Garden	Other Structures	150,000	0	0
102502 - Infrastructure Renewal - Cabarita and Bayview Park	Other Structures	550,000	0	0
102534 - Victoria Avenue School - Play Area Upgrade	Other Structures	40,000	0	0
102709 - Improve passive water craft access at Battersea Park	Other Structures	160,000	0	0
102717 - Uhrs Point Reserve launch facilities	Other Structures	100,000	0	0
102718 - Cabarita Park eastern foreshore bollard lighting	Other Structures	80,000	0	0
102721 - Hoskins Reserve - Rhodes Community Garden Structure	Other Structures	120,000	0	0
102722 - Living Infrastructure Study	Other Structures	80,000	0	0
102728 - Drummoyne Oval/ Taplin stormwater reuse	Other Structures	200,000	200,000	0
102730 - Shade Program	Other Structures	50,000	50,000	50,000
102732 - Timbrell Park Fields and Amenities Upgrade	Other Structures	125,000	125,000	0
102734 - Outdoor Exercise Equipment	Other Structures	50,000	50,000	50,000
102737 - Rhodes Foreshore Lighting Replacement	Other Structures	200,000	0	0
102740 - Exile Bay Foreshore Lighting	Other Structures	100,000	0	0
102743 - Dog Off-Leash Site Improvements	Other Structures	22,000	40,000	40,000
102746 - Barnwell Park Golf Course Tank Upgrade	Other Structures	0	100,000	100,000
102750 - Create a Swimsite at Bayview Park	Other Structures	0	0	100,000
102753 - New Playground at Tom Murphy Reserve Playground	Other Structures	0	125,000	0
102773 - McIlwaine Park - River Activation	Other Structures	517,500	1,387,500	1,620,500
102774 - Massey Park Environmental Protection Options Study	Other Structures	150,000	0	0
Other Structures Subtotal		5,127,300	2,712,200	2,607,300
Public Roads				
100322 - Capital Works Traffic Facilities	Public Roads	149,600	152,600	155,700
100594 - Kerb/Gutter Renewal	Public Roads	199,400	203,400	207,500
100796 - Regional Roads	Public Roads	114,000	116,300	118,600
100832 - Road Pavement Renewal-Cap	Public Roads	897,500	915,500	933,800
100833 - Road Restorations	Public Roads	600,000	500,000	500,000
100835 - Road Resurfacing Program	Public Roads	835,000	851,700	868,700
100839 - Roads To Recovery Program	Public Roads	0	290,000	290,000
100941 - The Terrace-Embankment Stabilisation	Public Roads	0	450,000	450,000
100949 - Traffic Committee Initiatives	Public Roads	40,000	40,000	40,000
102738 - Moseley Street Pedestrian Crossing Upgrade	Public Roads	160,000	0	0

Capital Projects



Projects	Asset Category	2018-2019	Forecast 2019-2020	Forecast 2020-2021
Public Roads Subtotal		2,995,500	3,519,500	3,564,300
Swimming Pool				
102482 - Drummoyne Pool - Changing Room Refurbishment	Swimming Pool	231,300	0	0
102715 - Decking and BBQ Area at Drummoyne Swimming Centre	Swimming Pool	50,000	0	0
102723 - Cabarita Pool Solar Hot Water	Swimming Pool	130,000	0	0
102741 - Cabarita Pool faulty tile replacement	Swimming Pool	150,000	0	0
102742 - Cabarita Pool - Replacement of lift	Swimming Pool	200,000	800,000	0
102752 - Cabarita Swimming Centre Additional Shade	Swimming Pool	0	50,000	0
102758 - Drummoyne Pool Lighting Upgrade	Swimming Pool	120,000	0	0
Swimming Pool Subtotal		881,300	850,000	0
Total		23,996,455	65,086,600	65,108,500

Run Date: 07-Jun-2018

ITEM-8 COMMUNITY GRANTS 2018

Department Community Development

Author Initials: SAD

EXECUTIVE SUMMARY

This report advises Council of the applications received under the 2018-2019 Community Grants Program and makes recommendations for funding allocations.

The Community Grants Program provides for two streams of funding: Community Support Grants up to the value of \$1,000; and Community Development Grants up to the value of \$3,000.

Council has received 38 applications seeking a total funding of \$57,739.81 and recommends the allocation of \$46,240 be provided to organisations following assessment against the criteria.

STRATEGIC CONNECTION

This report supports FuturesPlan20 Outcome area:
AV3 We will provide and advocate for accessible and relevant services.

REPORT

Overview

The City of Canada Bay Community Grants Program aims to provide financial assistance to community groups and non-profit organisations for services, programs and projects. The 2018-2019 Program was open from 3 April to 4 May 2018 and groups were invited to apply either using an online application form available on Council's homepage or paper application forms available at Council's Administration Centre, The Connection, Concord and Five Dock Libraries.

The Community Grants Program provides for two streams of funding: Community Support Grants up to the value of \$1,000 to provide funding support for existing programs and projects; and Community Development Grants up to the value of \$3,000 to fund the development and delivery of new community projects that deliver outcomes under FuturesPlan20.

Council has received 38 applications across both funding streams seeking a total funding of \$57,739.81 of which 31 applications are recommended for funding to the total value of \$46,240.

Assessment of Community Grant Applications

Applications for funding came from a wide range of community groups reflecting the broad appeal of this program and the diversity of initiatives underway that support and grow our community. Applications broadly covered all outcome areas in FuturesPlan20.

All applications were reviewed and assessed by the following Council officers:

- Acting Director, Community Development
- Manager Community and Corporate Strategy; and
- Community and Corporate Planner

Each application has been assessed according to eligibility criteria including:

- All applicants must be non-profit groups or organisations that are either based within the City of Canada Bay area or provide services and activities for residents of the City of Canada Bay;
- Funding will be provided where services, programs and activities help to deliver community needs and priorities and the outcomes prioritised under FuturesPlan20;
- Funding will be used only for purposes detailed in the original application; and
- Applicants shall, where possible, demonstrate evidence of attempting to gain funding from other sources and/or the ability of the applicant to contribute towards costs.

The criteria for each funding stream are set out below:

Community Support Stream - \$1,000:

- Minor capital works or costs supporting the ongoing operations of existing projects or programs.

Community Development Stream - \$3,000:

- Demonstrates expansion and broader community reach of an existing program;
- A new project or program that complements or builds on existing operations; and
- Applicants need to demonstrate that the funded activity will be delivered to completion through the grant, or how the project or program will be sustained beyond the grant funding.

Three organisations applied for funding below the funding stream value and were recommended for the full funding amount for that stream as their application documented additional project or program costs and the funding was in line with the guidelines.

Funding Recommendations

The attached table sets out details of each application and the recommended funding amount. A total of \$66,953 is allocated in the 2018-2019 budget for the program.

In total, 31 applications are recommended for funding. In each case, the applications meet eligibility criteria, will be of benefit to the local community and will help to deliver the outcome areas of FuturesPlan20.

A total of seven applications were not awarded funds. Two applications were not recommended for funding as the organisations completed two applications and the funding guidelines stipulate that each organisation is permitted one grant application per financial year.

One application was not recommended for funding as it was submitted from a commercial organisation which is not in accordance with the funding guidelines.

Three organisations are public schools requesting funding for equipment and infrastructure that could be considered the responsibility of the State government.

Presentation Ceremony

Funding recipients will be invited to a ceremony proposed to take place at the Greg Davis Pavilion, Drummoyne Oval on 5 July 2018.

Review of Community Grants Program

Council received fewer community grant applications than in previous years and a review of the funding streams will be undertaken to ensure the Program continues to support the operation of community groups and non-profit organisations within the City while also providing support to help grow the skills and capacity of these groups. A further report on future opportunities will be provided to the Council for consideration prior to the conduct of the 2019 Community Grants Program.

FINANCIAL IMPACT

The total amount of funding recommended for the 2018-2019 Community Grant Program is \$46,240.

RECOMMENDATION

1. THAT Council consider and approve the recommendations for funding under the 2018-2019 Community Grants Program to a total amount of \$46,240.
2. THAT funding recipients be invited to attend the City of Canada Bay Community Grants Presentation Ceremony on 5 July 2018.

3. THAT Council write to unsuccessful organisations to provide feedback to assist with the preparation of future applications.
4. THAT a further report be provided to Council on opportunities to improve the Community Grants Program.

Attachments:

1. Summary of 2018 Community Grants Applications

Summary of 2018 Community Grants Applications

Organisation	Project	Amount requested	Amount funded	Comments
1st Cabarita Mortlake Scout Group	1st Cabarita Mortlake Howse Park door upgrade	\$935.00	\$1,000.00	Recommended to increase total amount to \$1,000 for additional items listed in application in line with guidelines
1st Yaralla Sea Scout Group - The Scouts Association of Australia NSW Branch	Yaralla Sea Scouts Boat Shed Floor Replacement	\$1,000.00	\$1,000.00	
Ashfield Amateur Swim Club (AASC)	Promotional material advertising and AASC T-shirts for 16 new members	\$550.00	0	Club are being provided reduced hire fee at Cabarita Swimming Centre
Australian Skateboarding Federation	Skate Workshops at Five Dock Skate Park	\$3,000.00	\$3,000.00	
Cabarita Mortlake Kindergarten	Front garden replanting	\$1,000.00	\$1,000.00	
Canada Bay Community Choir (CBCC)	Preparation and support for a public performance at the Blackheath Choir Festival 24-26 August 2018	\$1,000.00	\$1,000.00	
Canada Bay Veteran Lady Bowlers	Canada Bay Veteran Lady Bowlers	\$500.00	\$500.00	
CaraCare	Equine Therapy Holiday Excursion	\$2,841.00	\$3,000.00	Recommended to increase total amount to \$3,000 for additional items listed in application in line with guidelines

Summary of 2018 Community Grants Applications

Organisation	Project	Amount requested	Amount funded	Comments
Chiswick Community Activities Group (CCAG)	Art Classes and Art Appreciation Classes	\$3,000.00	\$3,000.00	
Co.As.It Five Dock Italian Seniors Social Group	Co.As.It Five Dock Italian Seniors Social Group Trip to Blue Mountain	\$900.00	\$900.00	
Concord Community Food Services Inc.	Volunteer Thank You Gifts	\$1,000.00	\$1,000.00	
Concord Garden Club Inc.	Concord Garden Club 65th Autumn Flower, Vegetable and Floral Art Show 6-7 April 2019	\$1,000.00	\$1,000.00	
Concord High School P&C	Establishment of a school gym	\$3,000.00	0	Department of Education Infrastructure
Concord Occasional Care	Production of a brochure and flyer for distribution to local community groups and services.	\$1,000.00	\$1,000.00	
Concord Senior Citizens Club Incorporated	Not applicable	\$880.00	\$880.00	
Concord West Public School P&C Association	Cool our School	\$3,000.00	0	Department of Education Infrastructure
Concord West Rhodes Preschool Inc	To purchase new resources for enhanced play based learning experiences	\$1,000.00	\$1,000.00	

Summary of 2018 Community Grants Applications				
Organisation	Project	Amount requested	Amount funded	Comments
Define Yourself -	Confidence Building Workshop - Teenage Girls	\$1,000.00	0	This is a commercial organisation and does not meet the funding guidelines
Drummoyne Art Society	Assistance for Art Tutors fees	\$3,000.00	\$3,000.00	
Drummoyne Occasional Child Care Inc	Repair of outdoor play equipment	\$1,000.00	\$1,000.00	
Drummoyne Preschool	bamboo fencing for our new fence	\$1,000.00	\$1,000.00	
Drummoyne Public School Parents & Citizens Association	Canteen's kitchen bench and splashback replacement	\$1,000.00	0	Department of Education Infrastructure
Drummoyne Scout Group - Scout Association of Australia NSW branch	Purchase of Projector for Scouts Drummoyne branch	\$960.00	\$960.00	
Handital NSW Inc.	Handital Friendship Luncheon	\$1,000.00	\$1,000.00	
Inner West Neighbour Aid Inc	Spotlight on Changes to Aged Care Services - An information lunch	\$1,000.00	\$1,000.00	
Integricare Ardill House North Strathfield	Give a Frog a Home	\$2,173.81	\$3,000.00	Recommended to increase total amount to \$3,000 for additional items listed in application in line with guidelines

Summary of 2018 Community Grants Applications				
Organisation	Project	Amount requested	Amount funded	Comments
Integricare Christian Preschool Drummoyne	Outdoor Seating	\$1,000.00	0	Two applications submitted from Integricare and advised by Integricare to withdraw this application
Participate Australia Limited	Sports Club for Young People with Intellectual Disability	\$1,000.00	\$1,000.00	
Rhodes Community Garden	Composting	\$3,000.00	0	Two applications submitted from Rhodes Community Garden and advised by Rhodes Community Garden to withdraw this application
Rhodes Community Garden	Further development of the Rhodes Community Garden	\$1,000.00	\$1,000.00	
Sir Roden & Lady Cutler Foundation	Pick Me Up Service - Volunteer Uniforms	\$1,000.00	\$1,000.00	
St Bedes Anglican Church Drummoyne	Gardening equipment	\$1,000.00	\$1,000.00	
Stitching Hearts	Stitching Hearts quilting materials	\$1,000.00	\$1,000.00	
The Shepherd Centre for deaf children	'Confident Classmate' — A social skills program for children from Canada Bay area who are deaf or hearing impaired	\$3,000.00	\$3,000.00	
VASA - Volunteers at St Ambrose	Out of Home Excursions for housebound Residents	\$1,000.00	\$1,000.00	

Summary of 2018 Community Grants Applications				
Organisation	Project	Amount requested	Amount funded	Comments
West Harbour Rugby Union Club	Establishment of the Inner West Sevens Academy	\$3,000.00	\$3,000.00	
Western Suburbs Lapidary Club Inc	Replacement of very old equipment	\$1,000.00	\$1,000.00	
Youth Off The Streets	“Stand Up Speak Out” – Understanding respectful behaviour	\$3,000.00	\$3,000.00	
TOTAL		\$57,739.81	\$46,240.00	

ITEM-9 2017/2018 SWIMMING CENTRES SEASON REVIEW

Department Community Development

Author Initials: KD

EXECUTIVE SUMMARY

This report provides an overview of how Council's two swimming centres performed over the 2017/18 swimming season which concluded on 30 April 2018.

STRATEGIC CONNECTION

This report supports FuturesPlan20 Outcome area:
AV2 We will support a range of local recreation facilities.

REPORT

The 2017/18 swim season concluded on 30 April 2018. This end of season report highlights a number of key outcomes for the season, informs Council of the works being undertaken during the off-season and plans for the launch of the 2018-19 season.

Belgravia Leisure

Council has contracted the day to day management of the swimming centres to Belgravia Leisure. The 2017/18 swimming season ran from 1 September 2017 until 30 April 2018 (8 months). Belgravia Leisure forecast 25,280 visitors to Cabarita Swimming Centre and 34,200 to Drummoyne Swimming Centre this year. The actual attendance numbers were 35,641 for Cabarita Swimming Centre and 58,730 for Drummoyne Swimming Centre, a 41% and 72% increase respectively, reflecting the introduction of a number of new initiatives.

One such initiative was Belgravia Leisure's engagement of local external service providers to run a variety of additional classes for the community. Sessions such as yoga, float fit, pilates, aqua aerobics, run swim run and swim fit training sessions have attracted new users to the facility. Council staff are working with Belgravia Leisure to use the data captured from these programs to inform the planning for the new season in 2018/19.

Another new initiative was Sunday Sessions, which introduced music, entertainment and mocktails to the swimming centres to create an attractive environment for a younger population. Over 1,000 people visited the two events which was a significant increase on the average Sunday attendance. These sessions will also be included into the upcoming marketing plan for next season.

The swimming centres' Learn to Swim programs were particularly successful, largely due to the swimming lesson subsidy provided by Council, which is the subject of a separate report to Council. On the back of this success, Belgravia Leisure was successful in applying for funding from the Royal Life Saving Society to host a ten week free Learn to Swim Program for the diverse multicultural community in Rhodes at Cabarita Swimming Centre and for the ageing population in Drummoyne. Both grants total \$10,000 and will commence in the 2018/19 season.

Belgravia Leisure has also developed a number of new partnerships with the local community. Cabarita Swimming Centre hosted Cabarita Scouts' water safety grading course. Sydney Secondary College approached Belgravia Leisure to conduct water safety courses for their marine science classes. Sporting teams including West Tigers (NRL) and Greater Western Sydney (AFL) also utilised our facilities as part of their training programs. Belgravia Leisure will continue to work with local community organisations in 2018/19.

This year also marked Cabarita Swimming Centre's 80th birthday in October 2017. This was celebrated with an open day attracting 450 visitors and resulted in the sale of \$4,000 in memberships.

Centre for Environmental and Recreation Management (CERM) Performance Indicators Service Quality Review

One of the ways in which Council measures Belgravia Leisure's performance is through the use of the industry benchmark, CERM performance indicators. The agreed target is an overall score of 80%. The results for the 2017-18 season were:

- Cabarita Swimming Centre
 - 77% Overall satisfaction
 - 79% Overall service quality
- Drummoyne Swimming Centre
 - 85% Overall satisfaction
 - 81% Overall service quality

Belgravia Leisure will be implementing an improvement plan to rectify the performance areas which failed to reach the target score.

Royal Life Saving Society (RLSS) Aquatic Facility Safety Assessment

In addition to the CERM performance indicators, both swimming centres also undergo an annual RLSS Aquatic Facility Safety Assessment. Both our swimming centres were awarded a five star facility rating by RLSS. This is the first time that both our centres have been five star accredited. The centres received a score of 88% for Cabarita and 89% for Drummoyne, which places them amongst some of the safest centres being assessed under the program. Council staff will continue to work with Belgravia Leisure to identify further safety improvements.

Awards

Belgravia Leisure has nominated Council for two awards in recognition of the Learn to Swim subsidy of \$10,098 to encourage pre-school aged children to learn to swim. They include: Most Outstanding Contribution to Austswim Award and Excellence in Public Education - Royal Life Saving National Aquatic Industry Safety Awards. The winners will be announced in September 2018.

Off-Season Works Program

This off-season maintenance program encompasses a number of capital works improvements at Drummoyne Swimming Centre including the upgrade of the centre's change rooms (which has been a significant area of concern for the public). The project includes gutting the male, female, family and accessible bathrooms and redesigning the entire space. Capital works are also underway at Cabarita Swimming Centre including the remaining retiling of the pool.

Over \$100,000 has been allocated to replace, refurbish and maintain the plant room to manage the risk of plant failure during the operating season.

Table 1 Swimming Centre Works Program 2018

Cabarita Swim Centre
Additional bench space in the male and female bathrooms.
Place an alarm on the emergency exit near the grass area, to reduce the number of people using the emergency exit as a normal exit.
Complete re-tiling of the pool where tiles are lifted.
Respray concourse.
Replace tread on stairs.
Fix edging around pool.
Replace lift door drive belt.
Remove rust stains.
Replace tiles in bathroom.
Replace light fixtures.
Paint pool floor signage.
Plant maintenance.
New lift will be delivered in 2018/19 financial year
Drummoyne Swim Centre
Bathroom / Changing Room upgrade.
Replace smoke detectors.
Re-spray safety signage around pool.
Re-tile edge of pool where tiles have lifted.
Re-turf section of grass.
Paint yellow part of deck.
Patch paint around concourse.
Fix external fencing.
Install new water bubbler.
Timber deck area - replace, extend and provide new tables, delivered in 2018/19 financial year.

FINANCIAL IMPACT

The cost of managing the pools and the capital works program is in accordance with the budgeted amounts for 2017/18.

RECOMMENDATION

1. THAT the report be noted.

**ITEM-10 FIVE DOCK LEISURE CENTRE - PERFORMANCE
REPORT JUNE 2018**

Department Community Development

Author Initials: JB

EXECUTIVE SUMMARY

This document presents Council with a report of the Five Dock Leisure Centre operations.

The financial performance since City of Canada Bay Council took over operations of FDLC has been that of steady growth with surplus results each year including a surplus of \$499,910 in 2016/17. The centre is on track to provide a surplus in 2017/18.

The largest revenue stream is Gymnastics with \$1,603,397 in 2016/2017 compared with \$1,150,951 in 2013/2014. So far 181,632 people have visited FDLC in 2018.

Highlights for this period have been the new equipment purchased in January 2018, for the health club and the increase in gymnastics participants with FDLC now the 4th largest gymnastics club in NSW. In November 2017 FDLC received the results of the Customer Satisfaction Survey. The results of this survey will be used to improve the services at FDLC.

The vision for FDLC moving forward is to provide broad inclusive recreational and fitness programs that inspire the community to lead active and healthy lives, Centre staff are professional, knowledgeable and engaged and our facilities are of a high quality, where we are early adopters of leading technology, with member experience always exceeding expectation.

STRATEGIC CONNECTION

This report supports FuturesPlan20 Outcome area:

- AV1 We will access projects and programs that improve health and wellbeing.
- AV2 We will support a range of local recreation facilities

REPORT

Background

Since its opening in 1991, Five Dock Leisure Centre (FDLC) has been delivering fitness, gymnastics, sporting programs and other services to the local community.

At the time of opening FDLC was managed by Leisure Australia Pty Ltd in an arrangement with the Drummoyne Council, and the Drummoyne Community Recreation Association (DCRA).

During December 2000, a decision was made to merge Drummoyne Council with Concord Council, forming the City of Canada Bay Council (CCBC), with the DCRA changing its name to the Canada Bay Community Recreation Association (CBCRA).

On 7 July 2009, Leisure Australia Pty Ltd went into voluntary administration, with CBCRA continuing to employ all staff (except the Centre Manager) whilst the City of Canada Bay Council directed the operations of the facility.

In 2013 a mutual decision between the CBCRA and Council resulted in staff being directly employed by the City of Canada Bay, and the CBCRA was dissolved.

Financial Performance

The financial performance since Council took over operations of FDLC has been that of steady growth, with Tables 1 and 2 showing the surpluses achieved during this period.

As outlined in Table 3 Gymnastics has been the biggest revenue stream with \$1,603,397 in 2016/2017 compared with \$1,150,951 in 2013/2014. During this time FDLC has invested in new equipment and flooring in 2015, foam pit renewal in 2017, Fan installation 2017 and viewing area upgrade in 2017.

Health Club is the next largest revenue stream with \$954,145 taken in 2016/2017 compared with \$983,296 in 2013/2014. During this time aging equipment and functionality of the area has limited its growth. In January 2018 new equipment was purchased and the layout of the space reviewed making it a much more inviting and functional space.

Currently FDLC is on track to provide Council with another surplus this financial year.

Table 1

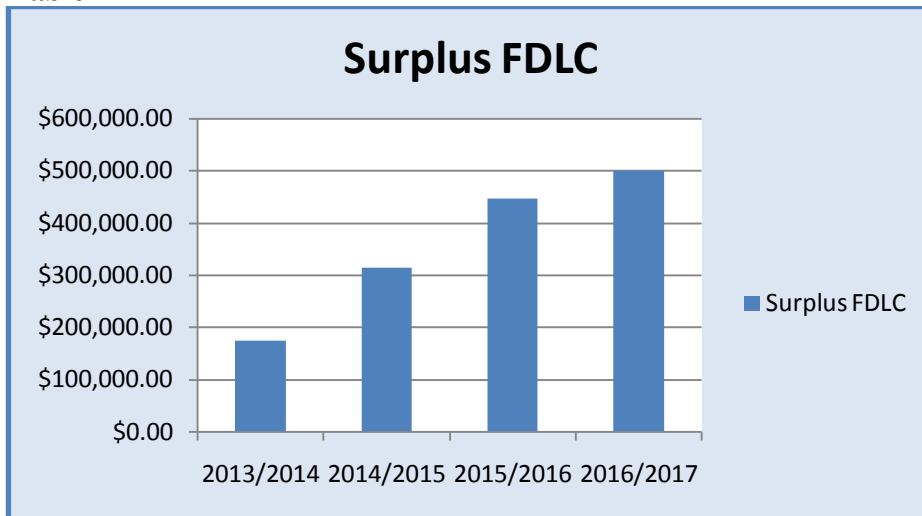
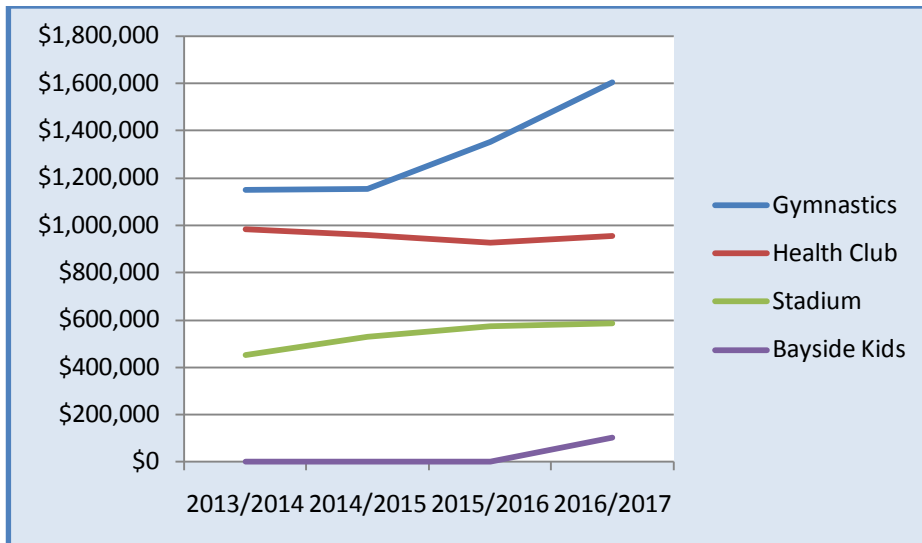


Table 2

Surplus FDLC				
Financial Year	2013/2014	2014/2015	2015/2016	2016/2017
Surplus \$	\$175,095	\$315,004	\$447,545	\$499,910

Table 3



Customer Satisfaction Survey

In 2017 a customer satisfaction survey was conducted, the results will be used to improve the services at FDLC. Some highlights from the results are listed below.

- 92% of people surveyed would recommend FDLC to their friends and family
- 85% of the 725 people who took the survey are over the age of 31

- FDLC received a satisfaction score of 7.67 for Health Club, 7 for stadium, 7.78 for gymnastics and 8.06 for the Centre. With a score of 10 being the highest.

From the Customer Satisfaction Survey the following comments were made about FDLC

- The local free outdoor training sessions are a fantastic community initiative at which attendance continues to grow, getting more people healthier!
- Great service - really happy to have it available. Very unique to have an all-day holiday care program
- Offering a good service for the community with a range of time options.
- Friendly family vibe
- There is a good mix of people which creates a welcoming and motivating environment
- Keep being community orientated!
- More gymnastic positions for 5 to 7 year olds
- Update gym equipment

Annual Centre Visits

During 2016 calendar year 505,867 visitors attended FDLC with 485,367 visitors in 2017. To date 187,795 people have visited FDLC in 2018, with 203,000 visiting during the same period in 2017.

The decrease in attendance during this period can be attributed to a number of factors such as Thursday night netball competition not being held due to low numbers and heat wave cancellation of four gymnastics days and one junior sports competition nights. Outdated health club equipment resulted in a decline in visits over time, new equipment installed in February and associated promotion will increase visits over time.

Table 3

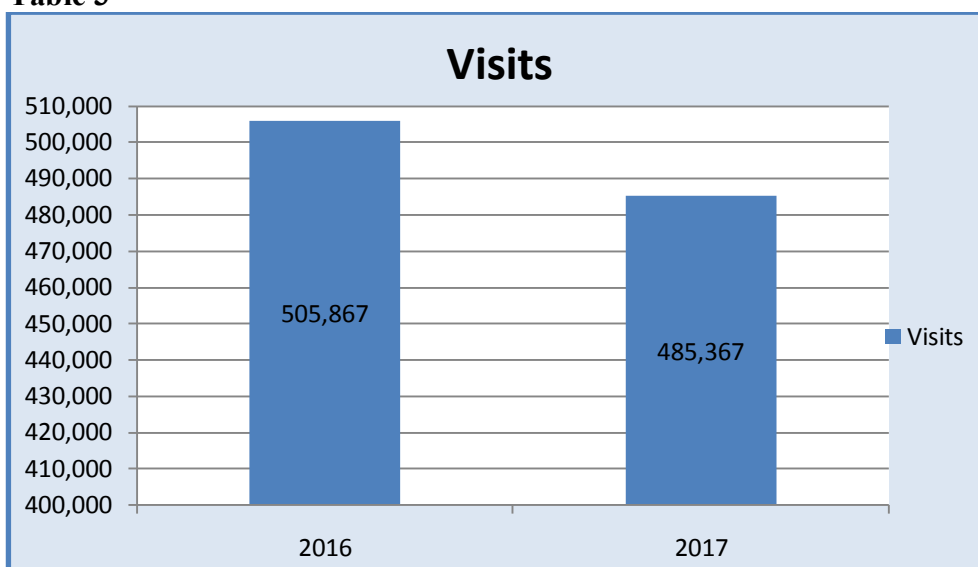


Table 5: Program Data

Area	2013	2017	2018 to date
Health Club Members	1,213	1,208	1,260
Group Fitness Attendance	NA	49,669	22,088
Gymnastics Registrations	1,630	1,954	Calc. Dec 2018
Sports Court Peak Weekend Usage	NA	72% Occupancy	70% Occupancy
Creche Visits	5,279	4,022	1,571
School Holiday Program Participants	NA	2,215	1,749

Table 6: Gymnastics and Health Club Member Postcodes

Postcode	Gymnastics	Health Club
2137	10%	27%
2046	26%	55%
2040	15%	-
2047	-	7%

Note: Table only shows the top 3 percentages for each program

At FDLC there are an array of services and programs on offer for the wider community with a highlight being the increasing gymnastics registrations since 2013, to where it is now the 4th largest gymnastics club in NSW. This is a testament to the standard of program being run.

A second highlight of this period is that although there has been an increase in competitors since 2013 the health club has managed to hold a steady number of memberships. Now with the new equipment purchased in January 2018 the health club will be looking to increase this number of memberships.

An analysis of gymnastics and health club member postcodes revealed that the majority of patrons come from the suburbs directly surrounding FDLC.

Market Analysis

To better understand FDLC's competitiveness in the market we looked at our local competitors. The information below is an overview of the information.

- The gymnastics program at FDLC is the 4th largest in NSW. The local competitors to this program are Gladesville RSL Gymnastics, PLC Sydney (School), MLC Gymnastics (School) and Sydney Olympic Park Gymnastics Club. FDLC is the second lowest cost for registrations, with the two private schools being the most expensive. FDLC offers a wider range of gymnastics activities than Gladesville and Sydney Olympic Park, though the two private schools offer more services such as cheerleading and rhythmic gymnastics.
- FDLC health club has 14 competitors within a 5km radius.

FDLC provides a greater range of services compared to our competitors. FDLC's customers enjoy facilities which include memberships, personal training, group fitness, small group fitness, inductions, programs and crèche facilities. FDLC's

health club is one of the only facilities staffed from open until close, with competitors being of a 24/7 or specialist nature. The price of a membership at FDLC is lower compared to the specialist facilities though higher compared to the 24/7 health clubs.

- The competitor analysis for the stadiums (sports courts) was set against Five Dock Cricket Centre, Sydney Olympic Sports Hall, Marrickville PCYC and Ryde Aquatic Centre. As they are all multi-purpose facilities the services provided were comparable, with FDLC's prices being slightly on the lower end of the scale, though still very comparable to the market. The Victor Badminton Centre has recently opened up in Silverwater. This is a badminton specialist centre, which may directly rival FDLC's weekend badminton bookings.

Vision/Challenges

The Heart Foundation has identified that one third of Australians are overweight, with 65% identifying as being sedentary or engaging in low level physical activity. Barriers to participating in physical activity are seen as time, lack of enjoyment and preference for other things. FDLC aims to overcome such barriers by offering activities at different times of the day and making them as enjoyable and fulfilling as possible through knowledgeable staff, attention to detail and enthusiasm.

A challenge for FDLC is program space with gymnastics for ages 5yrs and above currently nearing capacity. Another challenge is the aging software systems keeping up with the changing needs of the centre.

Moving forward the vision for FDLC is to provide broad inclusive recreational and fitness programs, that inspire the community to lead active and healthy lives. Centre staff are professional, knowledgeable and engaged and our facilities are of a high quality, where we are early adopters of leading technology, where member experience always exceeds expectation.

FINANCIAL IMPACT

Nil

RECOMMENDATION

THAT the report be noted.

**ITEM-11 FIVE DOCK LEISURE CENTRE ADOPTION OF
POLICIES (POST EXHIBITION)**

Department Community Development

Author Initials: RW

STRATEGIC CONNECTION

This report supports FuturesPlan20 Outcome area:

AV1 We will access projects and programs that improve health and wellbeing.

AV2 We will support a range of local recreation facilities

REPORT

On 5 December 2017, Council resolved to place thirty one (31) draft policies from Five Dock Leisure Centre on public exhibition for a period of 28 days to enable the community to provide comment. The public exhibition period concluded on 31 January 2018. No submissions were received on the draft policies during the exhibition period.

In March 2018, a new Centre Manager was appointed, resulting in a short delay in reporting the outcome of the public exhibition period back to Council. The new manager has now had the opportunity to review the draft policies and recommends they be adopted by Council.

FINANCIAL IMPACT

Nil

RECOMMENDATION

THAT Council adopt the thirty one (31) Five Dock Leisure Centre policies

Attachments:

1. FDLC Policy Manual 5327411 (sent under separate cover)

ITEM-12 LEARN TO SWIM SUBSIDY - FINAL REPORT

Department Community Development

Author Initials: RW

EXECUTIVE SUMMARY

Every year an average of 102 people drown in New South Wales, with summer usually accounting for the highest number of fatalities. During the 2016/2017 summer period, NSW experienced a particularly high number of drowning deaths across the state. In response, Council committed \$10,098 to fund a learn to swim program which provided a 50% subsidy for pre-school age children of residents of Canada Bay who were new to swimming lessons at Cabarita and Drummoyne Swimming Centres in the 2017/2018 season.

As a result, 129 children gained lifelong swimming skills which help to reduce their risk of drowning.

STRATEGIC CONNECTION

This report supports FuturesPlan20 Outcome area:

AV1 We will access projects and programs that improve health and wellbeing.

AV2 We will support a range of local recreation facilities

REPORT

Background

Belgravia Leisure manage Cabarita and Drummoyne Swimming Centres on behalf of Council. During the period 25 December 2016 to 8 January 2017, 21 people drowned across NSW. In response, Council committed \$10,098 funding to provide a 50% subsidy for pre-school age children of residents at its swimming centres in the 2017/2018 season. The program was advertised throughout children's centres in the City of Canada Bay, Bayside Brief, Council's website and the Rhodes newsletter.

Discussion

Belgravia Leisure delivered the Royal Life Saving Swimming and Water Safety program to 129 children at Cabarita and Drummoyne Swimming Centres.

The 10-week program provides pre-school children with lifelong swimming skills including:

- Protecting children from the dangers of water and reducing the potential of drownings; and
- Setting a platform for swimmers to develop their skills.

The subsidy was used for pre-school children in block 1 which was taught in the first half of the season. Belgravia Leisure subsequently provided a 20% discount for swimmers wanting to progress into block 2, held in the second half of the season.

Program statistics:

Drummoyne Swimming Centre

Categories	Number
Grants offered	51
Students in block 1 (2017)	45
Students completed 10-week program	45
Students returned in block 2 (2018)	21
Students continued swim lessons after Council subsidy	47%

Six students were unable to enrol in block 1 due to their availability but were able to enrol in and complete block 2.

Cabarita Swimming Centre

Categories	Number
Grants offered	78
Students in block 1 (2017)	68
Students completed 10-week program	68
Students returned in block 2 (2018)	36
Students continued swim lessons after Council subsidy	53%

Ten students were unable to enrol in block 1 due to their availability but were able to enrol in and complete block 2.

Conclusion

The Council funded subsidy enabled 129 pre-school children to learn valuable water safety skills over the course of the 10-week program. The \$10,098 subsidy was fully expended and the drop-out rate from the program was an impressive 0%. In addition, over 50% (57) of those children continued with swimming lessons after the end of their initial program.

FINANCIAL IMPACT

\$10,401 was set aside in the 2017/18 budget to subsidise the learn to swim program. The budget was fully expended. A further \$10,000 has been budgeted for in the 2018/19 draft budget to continue the program for another year.

RECOMMENDATION

1. THAT Council approve the \$10,000 subsidy for pre-school aged children for the 2018/19 swim season.
2. THAT an evaluation report be provided to Council at the conclusion of the program

**ITEM-13 RHODES COMMUNITY COMMITTEE MEETING
MINUTES - 22 FEBRUARY AND 31 MAY 2018**

Department Executive Services

Author Initials: SV

EXECUTIVE SUMMARY

This report contains the minutes for the Rhodes Community Committee meetings held on Thursday 22 February, 2018 and Thursday 31 May, 2018.

STRATEGIC CONNECTION

This report supports the direction of FuturesPlan20 (FP20) adopted by Council in December 2008, playing a key role in assisting in the delivery of a number of broad directions within FP20, specifically:

- 3.3.1 Work with key partners to address crime and safety in the City.
- 6.1.1 Support and facilitate village centres.
- 6.1.2 Develop retail and commercial strategies to respond to trends and create diverse and appealing shopping experiences.
- 6.3.1 Develop programs to strengthen and sustain small business.
- 6.3.2 Lead the development of tourism and visitor opportunities which improve sustainability of local business and develop opportunities within the City
- 7.1.4 Generate initiatives to revitalise and maintain village centres as vibrant community spaces.

This report also relates to the Rhodes Peninsula Place Plan.

REPORT

This report contains the minutes for the Rhodes Community Committee meeting held on Thursday 22 February, 2018 and Thursday 31 May, 2018.

RECOMMENDATION

1. THAT the minutes of the Rhodes Community Committee Meeting of Thursday 22 February 2018 be received and noted.
2. THAT the minutes of the Rhodes Community Committee Meeting of Thursday 31 May 2018 be received and noted.

Attachments:

1. Rhodes Community Committee Meeting Minutes Thursday 22 February, 2018
2. Rhodes Community Committee Meeting Minutes Thursday 31 May, 2018

Rhodes Community Committee 2018 - 2020



When: Thursday 22 February 2018, 6 – 7:30pm
Where: The Connection, Meeting Room, 30 Shoreline Drive, Rhodes NSW 2138

Chair: Mayor Clr. Angelo Tsirekas, Deputy Mayor Clr. Marian Parnaby,

Attendees: Matthew Abi-Arrage, Harvey Baden, Geoff Coffill, Leisa Crowe, Jennifer Dixon, Robert Henry Eastham, Jing Hong, Carol Kendall, Jenny Nicholls, Uma Srinivasan, James Yuan, Vincent Conroy, Stephanie Kelly, Saskia Vromans.

Apologies: Mark Boyle

Minute Taker: Saskia Vromans
Place Manager Rhodes

Meeting Minutes

No.	Item	Details
1.	Welcome	Mayor Angelo Tsirekas welcomed the new Committee and Deputy Mayor Clr Marian Parnaby
2.	2018-2020 Rhodes Community Committee Outline	Mayor Angelo Tsirekas gave an overview of the role of Chair, Committee purpose, committee charter and member roles and responsibilities. The Mayor highlighted the key Committee function is to focus on strategic matters related to Rhodes. All Committee members and council staff present introduced themselves. Place Manager Rhodes will be the key contact for committee members. All maintenance requests and general business matters to be directed through Council's Contact Centre – 9911 6555.
3.	Rhodes Place Management Update	Saskia Vromans, Place Manager Rhodes presented an update on 2017-2018 place management Focus- infrastructure works, wayfinding, community partnerships, activations; Ongoing Projects -trolleys, dog park review, traffic management, litter strategy, Rhodes Community Garden; Key current issues – wayfinding, dogs, litter, pedestrian safety, dumping, high rise fire safety; and Future Considerations – Station Precinct, Recreation Centre, East Rhodes development, Wentworth Point All committee members present were provided with copies of the Rhodes Peninsula strategic documents including; the Rhodes Peninsula Art Plan, the Rhodes Peninsula Place Plan, Rhodes Peninsula Plan of Management, Rhodes Peninsula Open Space Master Plan, and What has been delivered publications.
4.	Homebush Bay Circuit Update	Vincent Conroy, Place Coordinator presented the arc of development and consultation process of the Homebush Bay Circuit Strategy. Committee members present were provided with copies of extracts from the draft plan. Wayfinding considerations include physical and digital signage. Final plan is a current work in progress. Future updates to be provided.
5.	City of Canada Bay Community Strategic Plan Update	Stephanie Kelly, Manager Place Management presented on City of Canada Bay draft Community Strategic Plan Your 2030. Highlighted opportunity for the Committee and community to provide feedback on plan which is on public exhibition until 14 May 2018. Details to be found on Council's website.
6.	Committee Member Questions/Issues Raised	<ul style="list-style-type: none"> • Traffic Management –Concern regarding blind spots, reported near misses at junctions, crowded trains, overcrowding train station entry/exit fall danger, Interim systems for 40km zones, pedestrian use of calming mounds as crossings, Traffic light crossing needs. What are the transport plans for the area? What has happened to the proposed Ferry terminal? • Public Toilet Access (Mill Park) – need for early morning and evening access. Toilet closed during early morning boot camp and after 6pm • Barking Dogs in apartments • Liberty Grove – Pedestrian access and safety. • Wayfinding – signage to include distance indicators • Waste Management–recycling policies, recycling bin provision in parks, food waste • Reports of petty thefts on the rise – car break-ins, building storage cages • Sport & Recreation – promotion of healthy active living
7.	Next Meeting and Committee updates	Thursday 31 May, 2018 Proposed Agenda: Transport & Planning, Community Safety, Waste Management
8.	Meeting Close	Deputy Mayor Clr Marian Parnaby closed the meeting

Rhodes Community Committee 2018 - 2020



When: Thursday 31 May 2018, 6 – 7:30pm
Where: The Connection, Meeting Room, 30 Shoreline Drive, Rhodes NSW 2138

Chair: Deputy Mayor Clr. Marian Parnaby,

Attendees: Harvey Baden, Geoff Coffill, Leisa Crowe, Mark Boyle, Jennifer Dixon, Robert Henry Eastham, Jing Hong, Carol Kendall, Jenny Nicholls, Uma Srinivasan, James Yuan, Saskia Vromans, Tony Pavlovic, Brendan MacGillicuddy.

Apologies: Mayor Clr. Angelo Tsirekas, Matthew Abi-Arrage,

Minute Taker: Saskia Vromans
Place Manager Rhodes

Meeting Minutes

No.	Item	Details
1.	Welcome & Acknowledgement	Deputy Mayor Clr Marian Parnaby opened the meeting with an acknowledgement to country
2.	Place Management Update	Saskia Vromans, Place Manager Rhodes addressed questions raised in previous meeting and presented an update on activations and events delivered from February to May, Council works & maintenance completed, works in progress – maintenance and new initiatives, Hoskins Reserve Public Art commissions and activations and events coming up – VIVID Ideas, Make Music Day -June 21. Council Reports to be tabled on June 12 – Homebush Bay Circuit Wayfinding Strategy, Rhodes Foreshore Park Naming.
3.	Traffic Management Update	Brendan MacGillicuddy, Acting Manager Traffic and Transport addressed questions raised in previous meeting and presented update on Intersection Management, Speed Management, Pedestrian Safety, Bicycle Management and Public Transport. Work in Progress: traffic light proposal; new Bike Plan for whole of LGA; traffic counts; additional bike rack provisions and pedestrian safety community education – Look Out Before You Step Out.
4.	Litter & Waste Management Update	Tony Pavlovic, Manager, Health Building and Environment addressed questions raised in previous meeting and presented update on strategies and initiatives relating to Food Waste, Abandoned Vehicles, Cigarette Butt Litter, Bulky household collection/dumped waste, Shopping Trolleys and Dog Poo management. Work in Progress: food waste recycling trial; bulky household collection review; shopping trolley retailer management review; Bag it, Bin It Dog Poo Community Campaign. Recycling management worldwide issue. Current challenge for Council.
5.	Committee Member Questions/Issues Raised	<ul style="list-style-type: none"> • Recycling – % total tonnage of waste that is currently recycled • Rhodes East Master Plan – community confusion • Traffic Planning – State response. Local Government advocacy
6.	Next Meeting and Committee updates	Thursday 30 August, 2018 Proposed Agenda: Community Safety, Rhodes Communication Strategy, Planning & Environment – Rhodes East
7.	Meeting Close	Deputy Mayor Clr Marian Parnaby closed the meeting

ITEM-14 EASY TO DO BUSINESS

Department Executive Services

Author Initials: SAK

EXECUTIVE SUMMARY

The purpose of this report is to provide Councillors with background information about the Easy to do Business program, and to seek Council support to enter into an agreement with Service NSW for the Easy to do Business program.

STRATEGIC CONNECTION

This report supports FuturesPlan20 Outcome area:
TC5 We will use local shopping centres.

REPORT

Background

Service NSW developed the Easy to do Business program to support business by removing barriers to make it faster and easier to start, grow and run a small business. The program was developed and piloted in 2016 with Parramatta Council, and further trials were conducted with Northern Beaches and other Councils. The program is being rolled out and 68 Councils have joined the scheme with 18 fully integrated into the program including Liverpool, Campbelltown and Parkes. The program has scope to benefit both the local business community and Council, with minimal financial cost.

Participation in the scheme is generally linked to Council being a member of the Small Business Friendly Councils Program (SBFCP) which is aimed at enabling Councils to more actively seek new opportunities to support local businesses. The City Canada Bay is not a member of this program. The former Council declined to participate in its launch in 2015 as there was no clear benefit to participation, however the program has emerged with clearer benefits and the Small Business Commissioner is still keen to sign Council up for this network.

Council became aware of the Easy to do Business program last year and is now investigating program participation to better support cafés, small bars and restaurants to start and grow in the City. Internal staff discussions indicate support for the program as it will benefit both local businesses and Council.

Easy to do Business Program

Service NSW developed the Easy to do Business program to support business by removing barriers to make it faster and easier to start, grow and run a small business. The program is a free service for business owners that offers:

- personalised support and step-by-step guides tailored specifically for business,

- How-to Guides“ online information to help businesses understand government licensing, approvals and regulations, and
- online tools and support tools

The program tackles the time, complexity and duplication issues faced when starting or growing a business in NSW, and cuts red tape allowing businesses to focus on running the business rather than dealing with bureaucracy. In turn, the program offers numerous benefits to Council:

- no cost for business or Council to sign up and participate
- business applications completed with all required information to Council reducing start up time and costs as well as increasing productivity
- supports delivery of Council’s strategic objectives to support local businesses and improve the vibrancy of our village centres

The roll out of the Easy to do Business program is a staged process, with each phase focusing on a particular industry sector. Stage one (the current phase) covers cafes/restaurants and small bars. Future phases being developed are for housing and construction, print, clothing retail and small freight.

Benefits to the sector are quickly being realised. Previously cafes, small bars and restaurants would have to deal with up to 13 agencies, 75 regulations, up to 30 phone numbers and complete 48 forms taking as long as 18 months to navigate. This program is a one point entry digital application and one phone number, reducing the opening time for businesses to 90 days. The initiative will provide a customer who wishes to set up a café, restaurant or small bar with a single point of contact within Service NSW who will help them navigate all the required approvals to operate the business, including registering the business, obtaining an ABN and the required Council approvals.

Service NSW is currently working with business and government stakeholders to identify the focus for next phase of the Easy to do Business program following the completion of phase one - cafés, small bars and restaurants. Rollout next year will increase the types of business program eligible including retail and house building.

If approved, the next steps in this process will be to sign a Memorandum of Understanding with Service NSW. The Service NSW team will prepare the process for co-operation by collecting all the relevant forms from Council’s websites and create a checklist for approval by Council. Citywide promotion of the new service will be rolled out to celebrate the launch and market the opportunities to our community, real estate agents and local businesses more broadly. The aim is to launch the program during *Small Business Month* in October and Council has received a grant of \$5,000 to organise business event during this time.

FINANCIAL IMPACT

There are no significant financial implications for Council as participating in the program is free. All support material, training and advice is provided by Service NSW at no cost. Implementation of the program should lead to reduced processing times and costs relating to applications to Council.

RECOMMENDATION

1. THAT Council delegate authority to the General Manager to enter into a contract with Service NSW for the Easy to do Business program.
2. THAT Council delegate authority to the Mayor and General Manager to execute any necessary documents under the Common Seal of Council.

**ITEM-15 HOMEBUSH BAY CIRCUIT WAYFINDING STRATEGY
AND MASTERPLAN**

Department Executive Services

Author Initials: VC

EXECUTIVE SUMMARY

The NSW Government under the Roads and Maritime Services 2016/17 Active Transport program has funded the development of the Homebush Bay Circuit Wayfinding Strategy and MasterPlan. A draft plan has been developed for exhibition; this plan has been circulated under separate cover to Councillors.

This report recommends that the plan be placed on exhibition.

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.

This report also relates to Rhodes Peninsula Plan of Management and Masterplan.

REPORT

Background

The NSW Government, under the Roads and Maritime Services 2016/17 Active Transport program, provided a grant of \$90,000 to the City of Canada Bay for the development of a Homebush Bay Circuit Wayfinding Strategy and Masterplan.

This project encompasses the jurisdictions of City of Canada Bay, City of Parramatta and Sydney Olympic Park Authority (SOPA), as shown in Appendix 1. The project has been undertaken as a partnership with these stakeholders.

The project team is proposing that a world class facility for walking, running and cycling be established on the foreshore area of Homebush Bay to seamlessly interface with the waterfront and celebrate the area's unique history using innovative technology for wayfinding.

The Parramatta CBD, Sydney Olympic Park and Rhodes are all identified within the *Greater Sydney Regional Plan* as sites of substantial growth with opportunities for active transport. The completion of the Bennelong Bridge in 2016, connecting Wentworth Point and Rhodes creating the opportunity to develop a circuit around Homebush Bay.

It is proposed that the Homebush Bay Circuit (HBC) will be a high quality, separated, active transport circuit designed to ensure this unique part of Sydney is enjoyed by as many people as possible. Using a combination of physical and digital wayfinding technology.

The plan will help locals and visitors both navigate the circuit, as well as interpret the area's rich history and natural beauty. This HBC Wayfinding Strategy and Master Plan provides a guide to future investment to ensure the HBC becomes a well-recognised and popular addition to the region's existing attractions.

It is difficult to think of a better legacy from the site of the Sydney 2000 Olympics than a world class walking and cycling network that interfaces the Homebush Bay waterfront embracing its future development as a residential and employment centre.

The lead consultants engaged to develop the HBC Wayfinding Strategy and Masterplan by the project team were the Institute of Sensible Transport under the directorship of Dr Elliot Fishman based in Melbourne.

Dr Fishman has extensive experience in the field of integrated transport planning, and has coordinated and lectured for the *Integrated Transport Planning* course at RMIT University. He has considerable experience in strategic active transport planning, including network design, wayfinding, safety and integration with public transport. Dr Fishman is one of Australia's most heavily cited researchers on active transport and has a PhD examining bike share systems.

The Institute of Sustainable Transport skills in active transport planning and wayfinding were augmented by ACS Environmental (Sydney) as an ecology partner, to ensure the Homebush Bay Circuit engages with the surrounding natural features of the area in a manner that is sensitive to the local ecology, habitats and legislative requirements.

Dr Fishman also engaged fwdesign (London) as a project partner to contribute international experience in developing digital mapping and interpretative applications which would reflect and enhance the user experience and address levels of innovation required for this local but nationally significant proposal.

The project consultants worked closely with Council transport managers at Canada Bay and Parramatta to ensure manageable outcomes and recommendations formed the basis of the plan.

Community Engagement Process

A broad ranging community engagement program was undertaken to inform the preparation of the HBC Wayfinding Strategy and Masterplan.

It focused on developing an understanding of the aspirations, concerns, needs and values of the local community and other relevant stakeholders. The scale of the project generated a great deal of interest and enthusiastic support.

The project and community consultation was announced by the project team with a display advertisement in the Sydney Morning Herald. Other mechanisms deployed to generate support and interest in the project included website content, on site drop in sessions, postcard, posters, online surveys, media releases, in house publications and Facebook activity. These are detailed further below.

The postcard provided to residents adjacent to the foreshore areas in Rhodes is shown in Appendix 2.

Project posters and postcards were also made available at libraries and customer service areas in the City of Canada Bay and Parramatta and provided to SOPA for distribution.

The Rhodes reference group has recently been briefed on the project and provided information on the exhibition phase.

Website and on line survey

Information was made available for the community and other relevant stakeholders on the project partners and consultants websites. The content included a portal access to an on line survey and contact details for the project team. Information on the project and an invitation to complete the survey was also distributed via Facebook.

The on line survey was designed to ensure the project team and consultant had a strong understanding of:

- How people currently use the paths around Homebush Bay
- What is great about the Homebush Bay area now
- What would make access even better
- The preferred wayfinding assistance tools.

The on line survey received 901 submissions.

Consultation sites 2017

Drop in sessions also played a central role in the preparation of the HBC Wayfinding Strategy and Masterplan. These sessions were staffed by the consultant and the project team at the following locations

- Sydney Olympic Park Education Centre
- Footbridge Boulevard between Waterways Street and Wentworth Place
Wentworth Point
- The Connection - Shoreline Drive Rhodes

Information available at these sessions included access to the on line survey, foreshore mapping, regional linkages to surrounding areas and preliminary concepts for innovative wayfinding.

The results to the online survey provided important insights into how people use the area around the HBC now, and their preference for future usage, these included:

- Almost all (97.5% or 878 respondents) having visited the HBC area in the previous 12 months.
- Almost 80% of those completing the survey lived within 4km of the circuit, and nearly half resided in a postcode that included the Circuit.
- *Cycling* was the most common mode of transport people used to arrive at the Circuit (35% of respondents), closely followed by *car* (33%) Almost a quarter (24%) arrived by foot.
- Over half of all respondents use the Circuit at least a couple times per week.
- When asked what they like about the Circuit, 75% of respondents indicated that they enjoy the „foreshore/waterfront“, with a further 65% identifying the „cycling paths“ and 60% saying „walking paths“.
- Google Maps was clearly the preferred app, with 82% nominating it, compared to 9% for Apple Maps. A further 9% said they did not use their Smartphone to assist in navigation.
- People prefer simple fingerboard signs to help them find their way when in a place they are unfamiliar, followed by Smartphone navigation.

Wayfinding Strategy

The Homebush Bay area is culturally diverse, with a large number of new Australians, especially from China, Korea and India.

In addition to locals, the Circuit attracts visitors from across Sydney, other parts of Australia, as well as international visitors. In 2016 Sydney hosted 12.8 million overnight visitors, including 7 million in Western Sydney alone, who spent a total of \$3.7 billion. The most popular activities for international visitors included dining, and visiting sites of natural beauty.

In defining a strategic approach to wayfinding and information provision for the HBC it was important that the wayfinding strategy address this diversity and all users who visit and use the area.

The Wayfinding strategy therefore identifies the unique offer of Homebush Bay and accounts for all stages of the users journey from pre-journey planning to end point arrival. This holistic thinking has informed the plan and identified the most effective and accessible information mediums to promote the HBC and provide seamless navigation throughout the whole journey.

Additionally in accordance with the response to the survey as many of the HBC users reside in the local area due to rapid residential development the HBC wayfinding strategy services the needs of thousands of people, including young families who use the HBC as a communal „backyard“.

The area’s growth in knowledge economy jobs also means the Circuit must perform an important role for exercise and relaxation for local workers.

Masterplan

The masterplan not only identifies a path on the foreshore of Homebush Bay to establish the HBC but provides different route options to suit the needs and preferences of different user groups. Upgrades identified in the plan are proposed to better accommodate a diversified mix of transport modes and provide alternatives for users seeking to engage in higher intensity cycling have been identified.

A number of significant upgrades were identified during the preparation of HBC Master Plan including the construction of the missing section of foreshore promenade on Wentworth Point, the upgrade of Bennelong Parkway and Haslam’s Creek Bridge and the provision of high quality and accessible paths throughout. These majority of significant works to establish the HBC are within the SOPA and City of Parramatta jurisdictions.

All paths on the HBC should offer safety and amenity to all users, with different designs used to meet the needs of different user groups. The plan identifies key zones around the HBC for upgrades to be undertaken,

The vision for the HBC is to:

- Meet the needs of all cyclists, from 8 to 80.
- Provide a safe and comfortable walking environment for all users and user groups.
- Design path options which accommodate various user groups needs.
- Offer cyclist and pedestrians dedicated paths, where practical and safe.
- Have design elements which encourage low speed cycling, where appropriate.
- Separate cyclist and pedestrian paths from general traffic and each other where practical and safe.
- Create paths that are appropriate to the surrounds and intended uses.

- Undertake ecologically sensitive path design in areas of rich natural beauty and biodiversity.
- Where possible provide paths of appropriate width that are DDA accessible.

A prioritised action plan to deliver the plan and assist with attracting future funding from sources such as the Australian Government Smart Cities and Suburbs program and the NSW Government Roads and Maritime Services Active Transport program will be finalised following the exhibition period.

Exhibition Period

It is proposed to place the Homebush Bay Circuit Wayfinding Strategy and MasterPlan on public exhibition for 4 weeks and accept written submissions during this period. The exhibition period for the draft plan will be advertised broadly in the project group jurisdictions, in the Sydney Morning Herald and local media, on Council and SOPA websites and within project partner publications.

A further postcard delivery to residents in Rhodes will also be undertaken.

The draft plans will be available for viewing from the project partners website, at libraries and from the Customer Service areas.

The exhibition of the Homebush Bay Circuit Wayfinding Strategy and MasterPlan will be endorsed by SOPA and Parramatta City Council.

FINANCIAL IMPACT

Funding for the preparation and exhibition of the Homebush Bay Circuit Wayfinding Strategy and MasterPlan is provided in the 2017/18 budget and from the 2016/17 Active Transport program grant.

All proposals indicated in draft plans are dependent on the availability of funding. The project partners have limited funds, and as such will rely on external grants, funds from developer contributions and support from key stakeholder groups.

It is envisaged that the Homebush Bay Circuit will be progressively upgraded over a fifteen-year period guided by the plan.

Funding opportunities such as grants available under the Australian Government Smart Cities program and the Roads and Maritime Services Active Transport program will be considered by the project group to fund priority works to establish the HBC, as identified in the plan.

Conclusion

It is recommended that Council endorse the Homebush Bay Circuit Wayfinding Strategy and Master Plan for the purpose of exhibition and that a further report is prepared for Councils consideration when the outcomes of the exhibition are known and feedback is analysed.

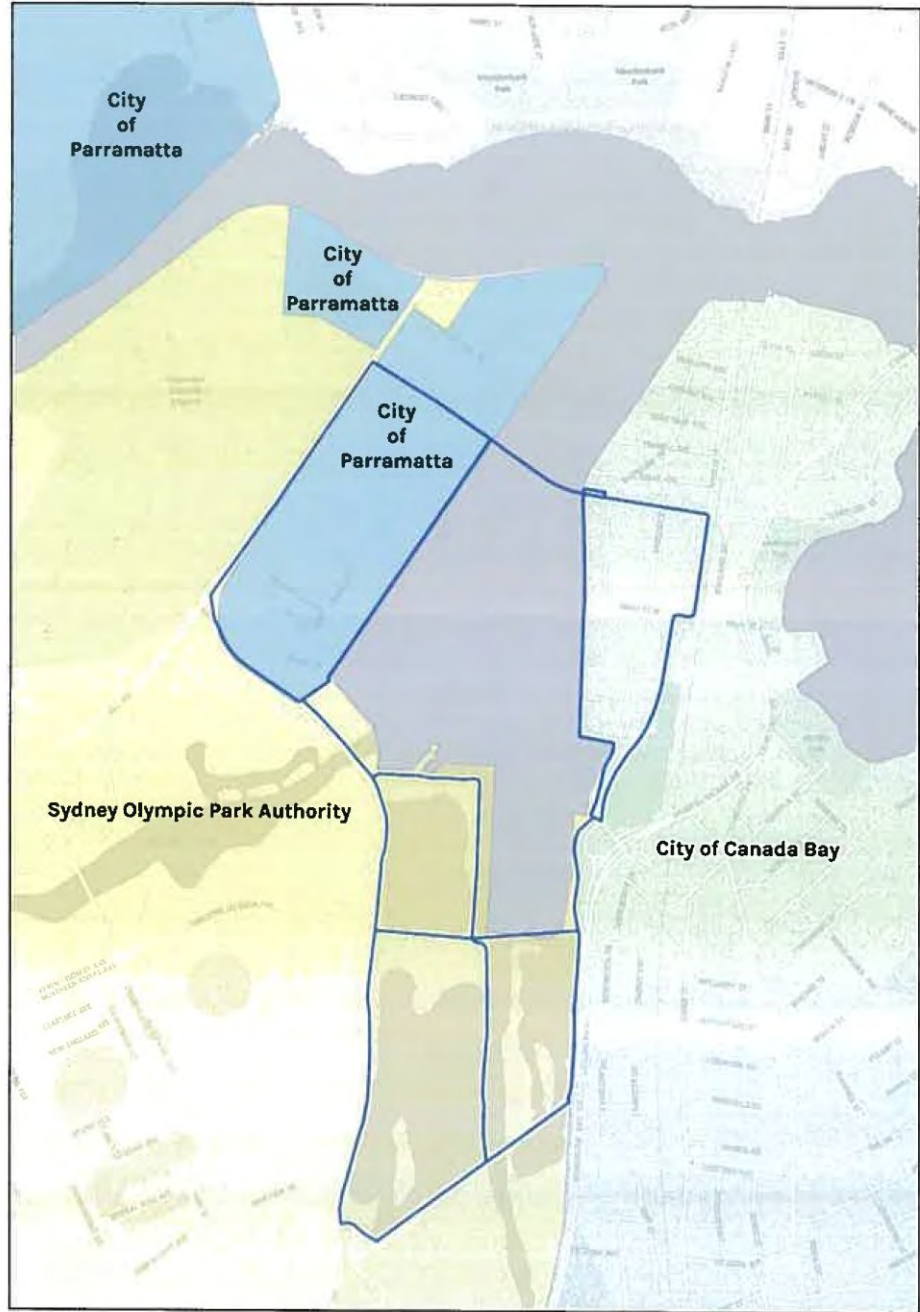
The exhibition of the draft Homebush Bay Circuit Wayfinding Strategy and Master Plan will be advertised broadly in the project group jurisdictions and those respondents identified during its preparation will be invited to provide further feedback.

RECOMMENDATION

1. THAT Council endorse the Homebush Bay Circuit Wayfinding Strategy and MasterPlan as prepared by Institute for Sensible Transport for the purpose of public exhibition.
2. THAT the Homebush Bay Circuit Wayfinding Strategy and MasterPlan be exhibited for 4 weeks and advertised broadly in the project group jurisdictions.
3. THAT a further report be prepared for Council consideration following the exhibition period.

Attachments:

1. Appendix 1 HBC Jurisdictions
2. Appendix 2 HBC Postcard
3. Masterplan (sent under separate cover)



WALK
BENNELONG BRIDGE
RHODES

What will you move?

CYCLE

WENTWORTH POINT
THE CONNECTION BICENTENNIAL PARK
SYDNEY OLYMPIC PARK JOG

HOMEBUSH BAY

We would love your input on the future development of a Homebush Bay Circuit

The NSW Government under the Roads and Maritime Services 2016/17 Active Transport program has funded the development of a Homebush Bay Circuit Wayfinding Strategy and Masterplan.

The project will be undertaken in partnership with the City of Canada Bay, the Sydney Olympic Park Authority and the City of Parramatta.

It is proposed that a world class facility for walking, running and cycling be established on Homebush Bay to seamlessly interface with the waterfront and celebrate the area's unique history.

Exploring the use of innovative technology the Wayfinding Strategy and Masterplan will provide a comprehensive guide to the future development of the circuit.

Consultation sites

Friday 21 July	Saturday 22 July	Sunday 23 July
Sydney Olympic Park Education Centre Bicentennial Drive Bicentennial Park Sydney Olympic Park 10am - 2pm	Wentworth Point Footbridge Boulevard between Waterways Street and Wentworth Place 10am - 2pm	The Connection 34 Shoreline Drive Rhodes 10am - 2pm

Online

Go to www.surveymonkey.com/r/homebushbaycircuit to take part in the survey.

Visit partner websites for more information. Interpretive services available if required.

ITEM-16 CASH AND INVESTMENT REPORT FOR MAY 2018

Department Corporate Services

Author Initials: TM

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:

Month	Cash At Bank	Cash Investments	Total Cash
May 2018	\$2,685,254.74	\$95,517,021.50	\$98,202,276.24

The detailed Schedule of Investments held as at 31st May 2018 is also provided as follows:

Statement of Cash Investments 31st May 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
31/05/17	Defence Bank	366	2.80%	\$2,000,000.00	01/06/18	2.09%	Term Deposits	BBB	A-2
01/12/17	Members Equity Bank	189	2.80%	\$2,000,000.00	08/06/18	2.09%	Term Deposits	BBB	A-2
13/09/17	AMP Bank	272	2.60%	\$1,000,000.00	12/06/18	1.05%	Term Deposits	A	A-1
06/12/17	Auswide Bank Ltd	189	2.65%	\$2,000,000.00	13/06/18	2.09%	Term Deposits	BBB-	NR
12/03/18	Suncorp Metway	95	2.45%	\$2,000,000.00	15/06/18	2.09%	Term Deposits	A+	A-1
15/12/17	Auswide Bank Ltd	182	2.65%	\$1,000,000.00	15/06/18	1.05%	Term Deposits	BBB-	NR
20/12/17	Bank of Queensland	184	2.60%	\$2,000,000.00	22/06/18	2.09%	Term Deposits	BBB+	A-2
29/03/18	Bankwest	92	2.50%	\$1,000,000.00	29/06/18	1.05%	Term Deposits	AA-	A-1+
06/04/18	Commonwealth Bank of Australia	91	2.60%	\$1,500,000.00	06/07/18	1.57%	Term Deposits	AA-	A-1+
12/01/18	Bankwest	182	2.55%	\$2,000,000.00	13/07/18	2.09%	Term Deposits	AA-	A-1+
24/11/17	Suncorp Metway	243	2.50%	\$2,000,000.00	25/07/18	2.09%	Term Deposits	A+	A-1
27/10/17	Defence Bank	273	2.65%	\$1,000,000.00	27/07/18	1.05%	Term Deposits	BBB	A-2
29/01/18	Bananacoast Community Credit Union	186	2.67%	\$1,000,000.00	03/08/18	1.05%	Term Deposits	NR	NR
11/12/17	Credit Union Australia	239	2.67%	\$2,000,000.00	07/08/18	2.09%	Term Deposits	BBB	A-2
13/11/17	Bank of Queensland	270	2.60%	\$2,000,000.00	10/08/18	2.09%	Term Deposits	BBB+	A-2
17/11/17	Police Credit Union SA	273	2.70%	\$1,000,000.00	17/08/18	1.05%	Term Deposits	NR	NR
01/09/17	Westpac Bank	365	2.65%	\$2,500,000.00	01/09/18	2.62%	Term Deposits	AA-	A-1+
02/09/17	Westpac Bank	365	2.65%	\$2,500,000.00	02/09/18	2.62%	Term Deposits	AA-	A-1+
02/03/18	MyState Ltd	185	2.60%	\$2,000,000.00	03/09/18	2.09%	Term Deposits	BBB	A-2
05/09/17	Westpac Bank	365	2.65%	\$2,500,000.00	05/09/18	2.62%	Term Deposits	AA-	A-1+
08/09/17	Bank Australia Ltd	364	2.80%	\$2,000,000.00	07/09/18	2.09%	Term Deposits	BBB	A-2
09/09/17	Westpac Bank	365	2.65%	\$2,000,000.00	09/09/18	2.09%	Term Deposits	AA-	A-1+
08/09/17	Bananacoast Community Credit Union	371	2.60%	\$2,000,000.00	14/09/18	2.09%	Term Deposits	NR	NR
16/09/17	Westpac Bank	365	2.65%	\$2,500,000.00	16/09/18	2.62%	Term Deposits	AA-	A-1+
21/09/17	Westpac Bank	365	2.67%	\$1,500,000.00	21/09/18	1.57%	Term Deposits	AA-	A-1+
08/02/18	Auswide Bank Ltd	239	2.55%	\$1,500,000.00	05/10/18	1.57%	Term Deposits	BBB-	NR
16/03/18	National Australia Bank	210	2.55%	\$1,500,000.00	12/10/18	1.57%	Term Deposits	AA-	A-1+
17/04/18	Police Credit Union SA	182	2.93%	\$1,000,000.00	16/10/18	1.05%	Term Deposits	NR	NR
19/01/18	AMP Bank	273	2.65%	\$1,000,000.00	19/10/18	1.05%	Term Deposits	A	A-1
23/03/18	National Australia Bank	217	2.58%	\$1,500,000.00	26/10/18	1.57%	Term Deposits	AA-	A-1+
24/04/18	AMP Bank	185	2.70%	\$1,000,000.00	26/10/18	1.05%	Term Deposits	A	A-1
23/04/18	Bankwest	190	2.70%	\$1,000,000.00	30/10/18	1.05%	Term Deposits	AA-	A-1+
02/05/18	AMP Bank	184	2.70%	\$1,000,000.00	02/11/18	1.05%	Term Deposits	A	A-1
16/02/18	AMP Bank	273	2.65%	\$1,000,000.00	16/11/18	1.05%	Term Deposits	A	A-1
24/05/18	AMP Bank	183	2.75%	\$1,000,000.00	23/11/18	1.05%	Term Deposits	A	A-1
29/11/17	Defence Bank	365	2.75%	\$1,000,000.00	29/11/18	1.05%	Term Deposits	BBB	A-2
29/11/17	Australian Military Bank	366	2.65%	\$1,000,000.00	30/11/18	1.05%	Term Deposits	NR	NR
08/12/17	MyState Ltd	364	2.70%	\$2,000,000.00	07/12/18	2.09%	Term Deposits	BBB	A-2
15/12/17	Credit Union Australia	364	2.65%	\$2,000,000.00	14/12/18	2.09%	Term Deposits	BBB	A-2
07/03/18	Commonwealth Bank of Australia	308	2.60%	\$1,000,000.00	09/01/19	1.05%	Term Deposits	AA-	A-1+
20/03/18	Police Credit Union SA	304	2.80%	\$1,000,000.00	18/01/19	1.05%	Term Deposits	NR	NR
27/04/18	Suncorp Metway	273	2.75%	\$2,500,000.00	25/01/19	2.62%	Term Deposits	A+	A-1
15/05/18	AMP Bank	266	2.75%	\$1,000,000.00	05/02/19	1.05%	Term Deposits	A	A-1
18/05/18	AMP Bank	266	2.75%	\$1,000,000.00	08/02/19	1.05%	Term Deposits	A	A-1
16/02/18	Westpac Bank	364	2.65%	\$3,545,308.22	15/02/19	3.71%	Term Deposits	AA-	A-1+
23/02/18	ING Bank	364	2.64%	\$2,000,000.00	22/02/19	2.09%	Term Deposits	A	A-1
28/02/18	Westpac Bank	366	2.64%	\$2,000,000.00	01/03/19	2.09%	Term Deposits	AA-	A-1+
04/04/18	Commonwealth Bank of Australia	359	2.74%	\$2,000,000.00	29/03/19	2.09%	Term Deposits	AA-	A-1+
13/04/18	Westpac Bank	364	2.75%	\$2,000,000.00	12/04/19	2.09%	Term Deposits	AA-	A-1+
14/11/17	ING Bank	696	2.90%	\$2,000,000.00	11/10/19	2.09%	Term Deposits	A	A-1
02/02/18	Commonwealth Bank of Australia	728	2.83%	\$1,500,000.00	31/01/20	1.57%	Term Deposits	AA-	A-1+
29/10/15	Bank of Queensland	Note	3.19%	\$1,000,000.00	29/04/19	1.05%	Floating Rate Notes	BBB+	A-2
17/07/17	Members Equity Bank	Note	3.52%	\$2,000,000.00	18/07/19	2.09%	Floating Rate Notes	BBB	A-2
02/08/17	QT Mutual Bank Ltd	Note	2.93%	\$2,000,000.00	02/08/19	2.09%	Floating Rate Notes	BBB+	A-2
20/08/15	Bendigo and Adelaide Bank	Note	2.87%	\$2,000,000.00	18/08/20	2.09%	Floating Rate Notes	BBB+	A-2
20/10/15	Suncorp Metway	Note	3.32%	\$1,000,000.00	20/10/20	1.05%	Floating Rate Notes	A+	A-1
06/12/17	QBANK	Note	3.35%	\$1,000,000.00	06/12/20	1.05%	Floating Rate Notes	BBB-	NR
	Commonwealth Bank of Australia		1.45%	\$2,471,713.28		2.59%	At Call	AA-	A-1+
	AMP Bank		2.05%	\$0.00		0.00%	At Call	A	A-1
	TOTAL INVESTMENTS at 31/05/18		2.68%	\$95,517,021.50		100.00%			
	TOTAL INVESTMENTS at 30/04/18			\$95,764,107.05					
	Net Increase/(Decrease) in Investments			(\$247,085.55)					

RECOMMENDATION

THAT the Cash and Investment Report for May 2018 be received and noted.

Attachments:

1. Investment Report May 2018

INVESTMENT
REPORT
MAY 2018

INVESTMENT REPORT MAY 2018

Investment Report MAY 2018

Contents

MAY 2018 Investment Report	3
Statement of Cash Investments as at 31 May 2018	3
Investment Transactions during May 2018	6
Total Interest Received during May 2018	6
Statement of Consolidated Cash and Investments	7
Comparative Graphs	8

Investment Report MAY 2018

MAY 2018 Investment Report

Statement of Cash Investments as at 31 May 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		
31/05/17	Defence Bank	366	2.80%	\$2,000,000.00	01/06/18	2.09%	Term Deposits	BBB	A-2		
01/12/17	Members Equity Bank	189	2.80%	\$2,000,000.00	08/06/18	2.09%	Term Deposits	BBB	A-2		
13/09/17	AMP Bank	272	2.60%	\$1,000,000.00	12/06/18	1.05%	Term Deposits	A	A-1		
06/12/17	Auswide Bank Ltd	189	2.65%	\$2,000,000.00	13/06/18	2.09%	Term Deposits	BBB-	NR		
12/03/18	Suncorp Metway	95	2.45%	\$2,000,000.00	15/06/18	2.09%	Term Deposits	A+	A-1		
15/12/17	Auswide Bank Ltd	182	2.65%	\$1,000,000.00	15/06/18	1.05%	Term Deposits	BBB-	NR		
20/12/17	Bank of Queensland	184	2.60%	\$2,000,000.00	22/06/18	2.09%	Term Deposits	BBB+	A-2		
29/03/18	Bankwest	92	2.50%	\$1,000,000.00	29/06/18	1.05%	Term Deposits	AA-	A-1+		
06/04/18	Commonwealth Bank of Australia	91	2.60%	\$1,500,000.00	06/07/18	1.57%	Term Deposits	AA-	A-1+		
12/01/18	Bankwest	182	2.55%	\$2,000,000.00	13/07/18	2.09%	Term Deposits	AA-	A-1+		
24/11/17	Suncorp Metway	243	2.50%	\$2,000,000.00	25/07/18	2.09%	Term Deposits	A+	A-1		
27/10/17	Defence Bank	273	2.65%	\$1,000,000.00	27/07/18	1.05%	Term Deposits	BBB	A-2		
29/01/18	Bananacoast Community Credit Union	186	2.67%	\$1,000,000.00	03/08/18	1.05%	Term Deposits	NR	NR		
11/12/17	Credit Union Australia	239	2.67%	\$2,000,000.00	07/08/18	2.09%	Term Deposits	BBB	A-2		
13/11/17	Bank of Queensland	270	2.60%	\$2,000,000.00	10/08/18	2.09%	Term Deposits	BBB+	A-2		
17/11/17	Police Credit Union SA	273	2.70%	\$1,000,000.00	17/08/18	1.05%	Term Deposits	NR	NR		
01/09/17	Westpac Bank	365	2.65%	\$2,500,000.00	01/09/18	2.62%	Term Deposits	AA-	A-1+		
02/09/17	Westpac Bank	365	2.65%	\$2,500,000.00	02/09/18	2.62%	Term Deposits	AA-	A-1+		
02/03/18	MyState Ltd	185	2.60%	\$2,000,000.00	03/09/18	2.09%	Term Deposits	BBB	A-2		
05/09/17	Westpac Bank	365	2.65%	\$2,500,000.00	05/09/18	2.62%	Term Deposits	AA-	A-1+		
08/09/17	Bank Australia Ltd	364	2.80%	\$2,000,000.00	07/09/18	2.09%	Term Deposits	BBB	A-2		
09/09/17	Westpac Bank	365	2.65%	\$2,000,000.00	09/09/18	2.09%	Term Deposits	AA-	A-1+		
08/09/17	Bananacoast Community Credit Union	371	2.60%	\$2,000,000.00	14/09/18	2.09%	Term Deposits	NR	NR		
16/09/17	Westpac Bank	365	2.65%	\$2,500,000.00	16/09/18	2.62%	Term Deposits	AA-	A-1+		
21/09/17	Westpac Bank	365	2.67%	\$1,500,000.00	21/09/18	1.57%	Term Deposits	AA-	A-1+		
08/02/18	Auswide Bank Ltd	239	2.55%	\$1,500,000.00	05/10/18	1.57%	Term Deposits	BBB-	NR		
16/03/18	National Australia Bank	210	2.55%	\$1,500,000.00	12/10/18	1.57%	Term Deposits	AA-	A-1+		
17/04/18	Police Credit Union SA	182	2.93%	\$1,000,000.00	16/10/18	1.05%	Term Deposits	NR	NR		
19/01/18	AMP Bank	273	2.65%	\$1,000,000.00	19/10/18	1.05%	Term Deposits	A	A-1		
23/03/18	National Australia Bank	217	2.58%	\$1,500,000.00	26/10/18	1.57%	Term Deposits	AA-	A-1+		
24/04/18	AMP Bank	185	2.70%	\$1,000,000.00	26/10/18	1.05%	Term Deposits	A	A-1		
23/04/18	Bankwest	190	2.70%	\$1,000,000.00	30/10/18	1.05%	Term Deposits	AA-	A-1+		
02/05/18	AMP Bank	184	2.70%	\$1,000,000.00	02/11/18	1.05%	Term Deposits	A	A-1		
16/02/18	AMP Bank	273	2.65%	\$1,000,000.00	16/11/18	1.05%	Term Deposits	A	A-1		
24/05/18	AMP Bank	183	2.75%	\$1,000,000.00	23/11/18	1.05%	Term Deposits	A	A-1		
29/11/17	Defence Bank	365	2.75%	\$1,000,000.00	29/11/18	1.05%	Term Deposits	BBB	A-2		
29/11/17	Australian Military Bank	366	2.65%	\$1,000,000.00	30/11/18	1.05%	Term Deposits	NR	NR		
08/12/17	MyState Ltd	364	2.70%	\$2,000,000.00	07/12/18	2.09%	Term Deposits	BBB	A-2		
15/12/17	Credit Union Australia	364	2.60%	\$2,000,000.00	14/12/18	2.09%	Term Deposits	BBB	A-2		
07/03/18	Commonwealth Bank of Australia	308	2.60%	\$1,000,000.00	09/01/19	1.05%	Term Deposits	AA-	A-1+		
20/03/18	Police Credit Union SA	304	2.80%	\$1,000,000.00	18/01/19	1.05%	Term Deposits	NR	NR		
27/04/18	Suncorp Metway	273	2.75%	\$2,500,000.00	25/01/19	2.62%	Term Deposits	A+	A-1		
15/05/18	AMP Bank	266	2.75%	\$1,000,000.00	05/02/19	1.05%	Term Deposits	A	A-1		
18/05/18	AMP Bank	266	2.75%	\$1,000,000.00	06/02/19	1.05%	Term Deposits	A	A-1		
16/02/18	Westpac Bank	364	2.65%	\$3,545,308.22	15/02/19	3.71%	Term Deposits	AA-	A-1+		
23/02/18	ING Bank	364	2.64%	\$2,000,000.00	22/02/19	2.09%	Term Deposits	A	A-1		
28/02/18	Westpac Bank	366	2.64%	\$2,000,000.00	01/03/19	2.09%	Term Deposits	AA-	A-1+		
04/04/18	Commonwealth Bank of Australia	359	2.74%	\$2,000,000.00	29/03/19	2.09%	Term Deposits	AA-	A-1+		
13/04/18	Westpac Bank	364	2.75%	\$2,000,000.00	12/04/19	2.09%	Term Deposits	AA-	A-1+		
14/11/17	ING Bank	696	2.90%	\$2,000,000.00	11/10/19	2.09%	Term Deposits	A	A-1		
02/02/18	Commonwealth Bank of Australia	728	2.83%	\$1,500,000.00	31/01/20	1.57%	Term Deposits	AA-	A-1+		
29/10/15	Bank of Queensland	Note	3.19%	\$1,000,000.00	29/04/19	1.05%	Floating Rate Notes	BBB+	A-2		
17/07/17	Members Equity Bank	Note	3.52%	\$2,000,000.00	18/07/19	2.09%	Floating Rate Notes	BBB	A-2		
02/08/17	QT Mutual Bank Ltd	Note	2.93%	\$2,000,000.00	02/08/19	2.09%	Floating Rate Notes	BBB+	A-2		
20/08/15	Benango and Adelaide Bank	Note	2.87%	\$2,000,000.00	18/08/20	2.09%	Floating Rate Notes	BBB+	A-2		
20/10/15	Suncorp Metway	Note	3.32%	\$1,000,000.00	20/10/20	1.05%	Floating Rate Notes	A+	A-1		
06/12/17	Commonwealth Bank of Australia	Note	3.35%	\$1,000,000.00	06/12/20	1.05%	Floating Rate Notes	BBB-	NR		
	AMP Bank		2.05%	\$0.00		0.00%	At Call	AA-	A-1+		
							At Call	A	A-1		
TOTAL INVESTMENTS at 31/05/18				2.68%	\$95,517,021.50	100.00%					
TOTAL INVESTMENTS at 30/04/18					\$95,764,107.05						
Net Increase/(Decrease) in Investments					(\$247,085.55)						

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.

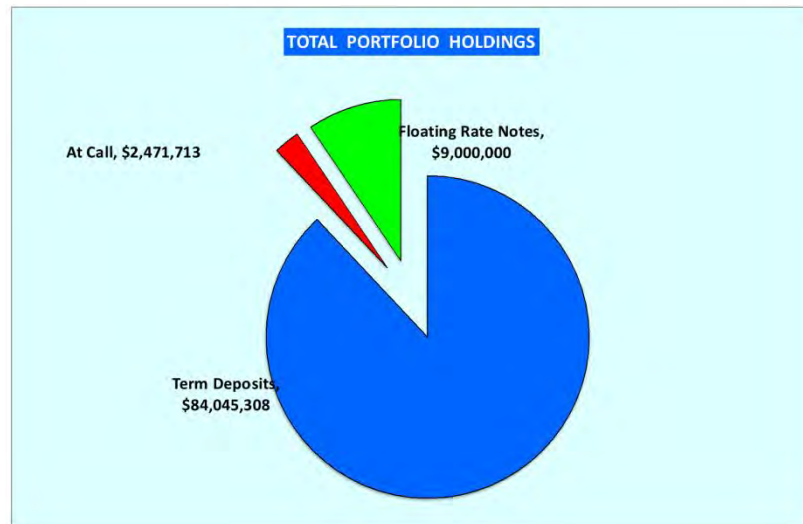
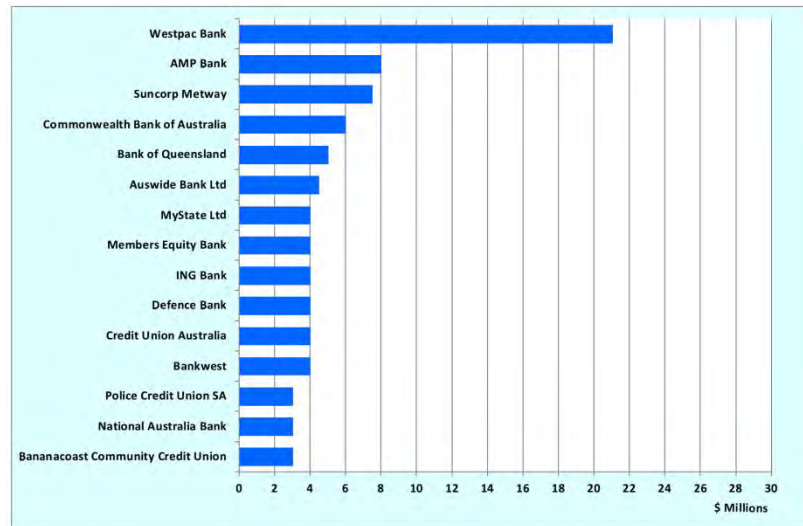
Bruce Cook

Date: 7 June 2018

Owner: [Enter Doc owner]
Last revised: 7/12/2015

Investment Report MAY 2018

Total Investment Deposits by Institution as at 31 May 2018



Investment Report MAY 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%	4.30%
	Commonwealth Bank of Australia	45%	6.45%
	National Australia Bank	45%	3.22%
	Westpac Bank	45%	22.62%
A-1	AMP Bank	30%	8.60%
	ING Bank	30%	4.30%
	Suncorp Metway	30%	8.06%
A-2	Bank Australia Ltd	10%	2.15%
	Bank of Queensland	10%	5.37%
	Bendigo and Adelaide Bank	10%	2.15%
	Beyond Bank Australia	10%	0.00%
	Credit Union Australia	10%	4.30%
	Defence Bank	10%	4.30%
	Members Equity Bank	10%	4.30%
	MyState Ltd	10%	4.30%
	Peoples Choice Credit Union	10%	0.00%
QT Mutual Bank Ltd	10%	2.15%	
NR	Australian Military Bank	10%	1.07%
	Auswide Bank Ltd	10%	4.84%
	Bananacoast Community Credit Union	10%	3.22%
	Police Credit Union SA	10%	3.22%
	QBANK	10%	1.07%
	Total Portfolio		100.00%

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	Type Short Term	Policy Limit	% Portfolio
AAA to AA-	A-1+	Unlimited	35.64%
A+ to A-	A-1	80%	20.42%
BBB+ to BBB-	A-2	30%	28.27%
Not Rated	NR	15%	13.09%
Total TDs & FRNs			97.41%

Investment Report MAY 2018

Investment Transactions during May 2018

Date	Transaction Type	Bank/Issuer	Investment Type	Term (Days)	Interest Rate	Transaction Amount	Interest Paid
30/04/2018	Balance	Investment Balance Fair Value				\$95,764,107.05	
1/05/2018	Reset	Bank of Queensland	FRN	90	2.93%	\$1,000,000.00	
1/05/2018	Reset	Bank of Queensland	FRN	90	2.93%	(\$1,000,000.00)	\$7,304.93
2/05/2018	Maturity	AMP Bank	Term Deposit	271	2.60%	(\$1,000,000.00)	\$19,304.11
2/05/2018	Purchase	AMP Bank	Term Deposit	184	2.70%	\$1,000,000.00	
2/05/2018	Reset	QT Mutual Bank Ltd	FRN	90	2.93%	\$2,000,000.00	
2/05/2018	Reset	QT Mutual Bank Ltd	FRN	90	2.93%	(\$2,000,000.00)	\$14,264.40
4/05/2018	Maturity	Commonwealth Bank of Australia	Term Deposit	245	2.55%	(\$2,000,000.00)	\$34,232.88
15/05/2018	Purchase	AMP Bank	Term Deposit	268	2.75%	\$1,000,000.00	
18/05/2018	Maturity	Police Credit Union SA	Term Deposit	171	2.75%	(\$1,000,000.00)	\$12,883.56
18/05/2018	Purchase	AMP Bank	Term Deposit	266	2.75%	\$1,000,000.00	
18/05/2018	Reset	Bendigo and Adelaide Bank	FRN	90	2.87%	\$2,000,000.00	
18/05/2018	Reset	Bendigo and Adelaide Bank	FRN	90	2.87%	(\$2,000,000.00)	\$13,814.80
24/05/2018	Maturity	Australian Military Bank	Term Deposit	181	2.60%	(\$1,000,000.00)	\$12,893.15
24/05/2018	Purchase	AMP Bank	Term Deposit	183	2.75%	\$1,000,000.00	
31/05/2018	Activity	AMP	At Call		2.05%		\$0.00
31/05/2018	Activity	Commonwealth Bank of Australia	At Call		1.45%	\$752,914.45	\$2,914.45
31/05/2018		EOM Balance			Total	\$95,517,021.50	\$117,612.28

Total Interest Received during May 2018

GL Account	Type	May
10-1123-1465-40068	Investments	\$127,572.35
10-1123-1465-40067	At Call Accounts	\$2,914.45
	Sub-Total	\$130,486.80
10-1123-1465-40066	General Bank Account	\$797.72
	Total	\$131,284.52

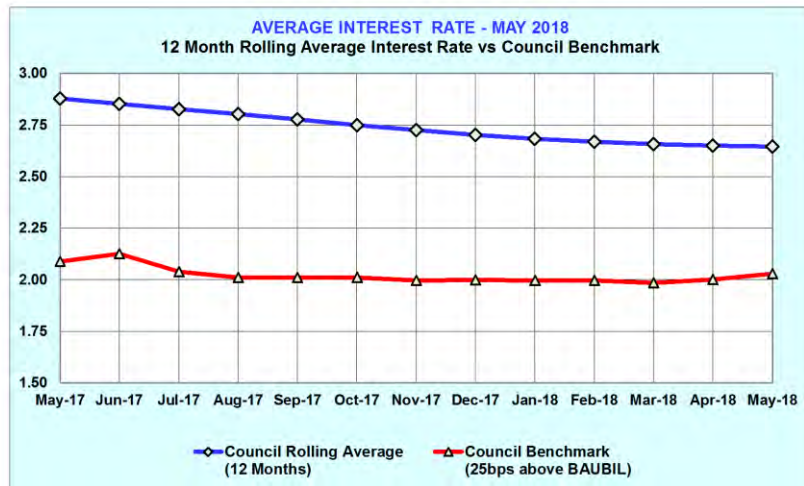
Investment Report MAY 2018

Statement of Consolidated Cash and Investments

Consolidated Cash & Investments		
Cash & Investments		
Cash At Bank as at 31st May 2018	2,685,254.74	
Investments at Fair Value	95,517,021.50	
Total Cash & Investments		\$98,202,276.24
The above cash and investments are comprised of:		
Externally Restricted Reserves		
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.		
Total External Restrictions		\$50,074,474.42
Internally Restricted Reserves		
Internally restricted reserves are funds restricted in the use by resolution or policy of Council		
Total Internal Restrictions		\$28,969,200.29
Unrestricted Cash & Investments		\$0.00
Total Unrestricted Cash & Investments		\$19,158,601.53
Total Cash & Investments		\$98,202,276.24

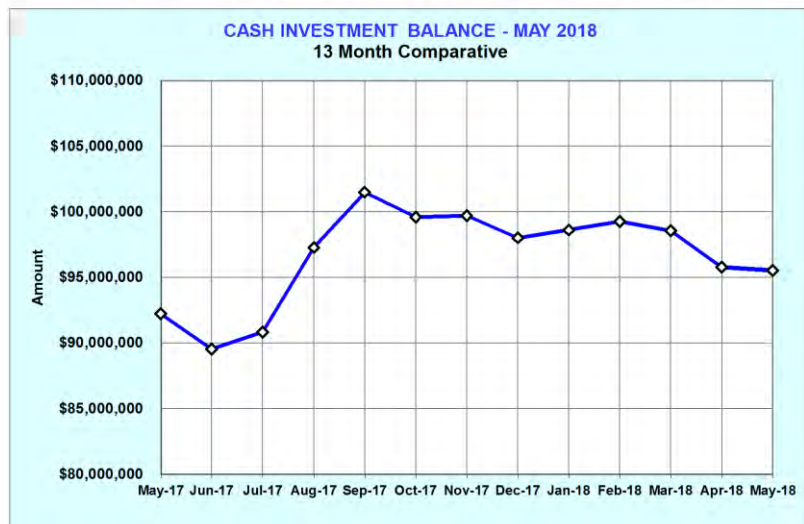
Investment Report MAY 2018

Comparative Graphs

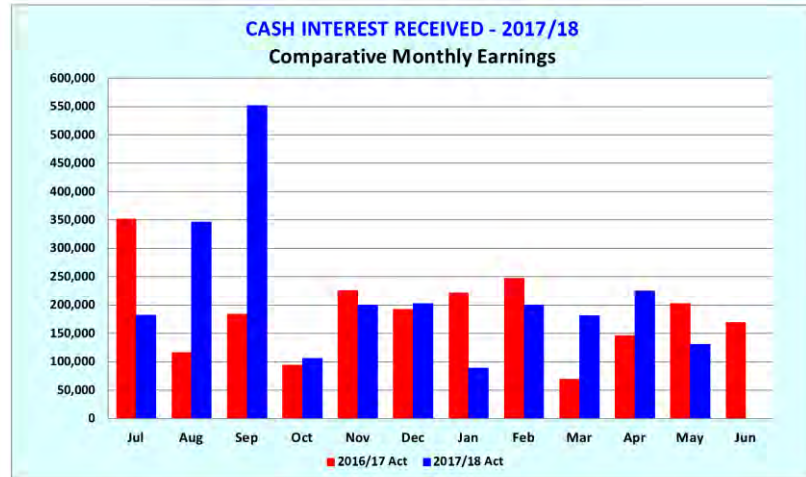


The BAUBIL (Bloomberg Ausbond Bank Bill) Index is engineered to measure the Australian money market by representing a passively-managed short term money market portfolio. This index is comprised of 13 synthetic instruments defined by rates interpolated from the RBA 24-hour cash rate, 1M BBSW, and 3M 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.



Investment Report MAY 2018



Investment Report MAY 2018

This page has been left intentionally blank.

COUNCIL IN CLOSED SESSION

ITEM-17 WEST HARBOUR RUGBY UNION FOOTBALL CLUB

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 that would, if disclosed prejudice the commercial position of the person who supplied it.