

Burwood Council

heritage ▪ progress ▪ pride

ORDINARY MEETING

Notice is hereby given that a meeting of the Council of Burwood will be held in the Council Chamber, Suite 1, Level 2, 1-17 Elsie Street, Burwood on Tuesday 24 October 2017 at 6.00pm to consider the matters contained in the attached Agenda.

Michael McMahon
GENERAL MANAGER

Our Mission

**Burwood Council will create a quality lifestyle for its citizens
by promoting harmony and excellence in the delivery of its services**

CONFLICT OF INTERESTS

What is a "Conflict of Interests" - A conflict of interests can be of two types:

Pecuniary - an interest that a person has in a matter because of a reasonable likelihood or expectation of appreciable financial gain or loss to the person.

A person does not have a pecuniary interest in a matter if the interest is so remote or insignificant that it could not reasonably be regarded as likely to influence any decision the person might make in relation to a matter or if the interest is of a kind specified in Section 448 of the Local Government Act.

Non-pecuniary – are private or personal interests the Council official has that do not amount to a pecuniary interest as defined in the Local Government Act. These commonly arise out of family, or personal relationships, or involvement in sporting, social or other cultural groups and associations and may include an interest of a financial nature.

Who has a Pecuniary Interest? - A person has a pecuniary interest in a matter if the pecuniary interest is the interest of:

- The person, or
- The person's spouse or de facto partner or a relative of the person, or a partner or employer of the person, or
- A company or other body of which the person, or a nominee, partner or employer of the person, is a member.

No Interest in the Matter - However, a person is not taken to have a pecuniary interest in a matter:

- If the person is unaware of the relevant pecuniary interest of the spouse, de facto partner, relative, partner, employer or company or other body, or
- Just because the person is a member of, or is employed by, a Council or statutory body or is employed by the Crown.
- Just because the person is a member of, or a delegate of the Council to, a company or other body that has a pecuniary interest in the matter so long as the person has no beneficial interest in any shares of the company or body.

N.B. "Relative", in relation to a person means any of the following:

- a) the parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descends or adopted child of the person or of the person's spouse;
- b) the spouse or de facto partners of the person or of a person referred to in paragraph (a)

Disclosure and participation in meetings

- A Councillor or a member of a Council Committee who has a pecuniary interest in any matter with which the Council is concerned and who is present at a meeting of the Council or Committee at which the matter is being considered must disclose the nature of the interest to the meeting as soon as practicable.
- The Councillor or member must not be present at, or in sight of, the meeting of the Council or Committee:
 - (a) at any time during which the matter is being considered or discussed by the Council or Committee, or
 - (b) at any time during which the Council or Committee is voting on any question in relation to the matter.

No Knowledge - A person does not breach the Act if the person did not know and could not reasonably be expected to have known that the matter under consideration at the meeting was a matter in which he or she had a pecuniary interest.

What interests do not have to be disclosed (S 448 Act)?

- (a) an interest as an elector,
- (b) an interest as a ratepayer or person liable to pay a charge,
- (c) an interest in any matter relating to the terms on which the provision of a service or the supply of goods or commodities is offered to the public generally, or to a section of the public that includes persons who are not subject to this Part,
- (d) an interest in any matter relating to the terms on which the provision of a service or the supply of goods or commodities is offered to a relative of the person by the council in the same manner and subject to the same conditions as apply to persons who are not subject to this Part,
- (e) an interest as a member of a club or other organisation or association, unless the interest is as the holder of an office in the club or organisation (whether remunerated or not),
- (f) an interest of a member of a council committee as a person chosen to represent the community or as a member of a non-profit organisation or other community or special interest group if the committee member has been appointed to represent the organisation or group on the committee,
- (g) an interest in a proposal relating to the making, amending, altering or repeal of an environmental planning instrument other than an instrument that effects a change of the permissible uses of:
 - (i) land in which the person or a person, company or body referred to in section 443 (1) (b) or (c) has a proprietary interest (which, for the purposes of this paragraph, includes any entitlement to the land at law or in equity and any other interest or potential interest in the land arising out of any mortgage, lease, trust, option or contract, or otherwise), or
 - (ii) land adjoining, adjacent to or in proximity to land referred to in subparagraph (i), if the person or the person, company or body referred to in section 443 (1) (b) or (c) would by reason of the proprietary interest have a pecuniary interest in the proposal,
- (h) an interest relating to a contract, proposed contract or other matter if the interest arises only because of a beneficial interest in shares in a company that does not exceed 10 per cent of the voting rights in the company,

- (i) an interest of a person arising from the proposed making by the council of an agreement between the council and a corporation, association or partnership, being a corporation, association or partnership that has more than 25 members, if the interest arises because a relative of the person is a shareholder (but not a director) of the corporation or is a member (but not a member of the committee) of the association or is a partner of the partnership,
- (j) an interest of a person arising from the making by the council of a contract or agreement with a relative of the person for or in relation to any of the following, but only if the proposed contract or agreement is similar in terms and conditions to such contracts and agreements as have been made, or as are proposed to be made, by the council in respect of similar matters with other residents of the area:
 - (i) the performance by the council at the expense of the relative of any work or service in connection with roads or sanitation,
 - (ii) security for damage to footpaths or roads,
 - (iii) any other service to be rendered, or act to be done, by the council by or under any Act conferring functions on the council or by or under any contract,
- (k) an interest relating to the payment of fees to councillors (including the mayor and deputy mayor),
- (l) an interest relating to the payment of expenses and the provision of facilities to councillors (including the mayor and deputy mayor) in accordance with a policy under section 252,
- (m) an interest relating to an election to the office of mayor arising from the fact that a fee for the following 12 months has been determined for the office of mayor,
- (n) an interest of a person arising from the passing for payment of a regular account for wages or salary of an employee who is a relative of the person,
- (o) an interest arising from being covered by, or a proposal to be covered by, indemnity insurance as a councillor or member of a council committee,
- (p) an interest arising from appointment of a councillor to a body as representative or delegate of the council, whether or not a fee or other recompense is payable to the representative or delegate.

A Councillor is not prevented from taking part in the consideration or discussion of, or from voting on, any of the matters/questions detailed in Section 448 of the Local Government Act.

Non-pecuniary Interests - Must be disclosed in meetings.

If you are a Council official, other than a member of staff of Council and you have disclosed that a significant non-pecuniary conflict of interests exists, you must manage it in one of two ways:

- a) Remove the source of the conflict by relinquishing or divesting the interest that creates the conflict, or reallocating the conflicting duties to another Council official;
- b) Have no involvement in the matter, by absenting yourself from and not taking part in any debate or voting on the issue as if the provisions in Section 451(2) of the Act apply.

If you determine that a non-pecuniary conflict of interests is less than significant and does not require further action, you must provide an explanation of why you consider that the conflict does not require further action in the circumstances.

Disclosures to be Recorded - A disclosure (and the reason/s for the disclosure) made at a meeting of the Council or Council Committee must be recorded in the minutes of the meeting.

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AGENDA

**FOR AN ORDINARY MEETING OF BURWOOD COUNCIL
TO BE HELD ON TUESDAY 24 OCTOBER 2017 IN THE COUNCIL CHAMBERS, 1-17 ELSIE STREET,
BURWOOD COMMENCING AT 6.00 PM.**

I DECLARE THE MEETING OPENED AT (READ BY MAYOR)

ACKNOWLEDGEMENT OF COUNTRY (READ BY MAYOR)

"I would like to acknowledge the Wangal people who are the Traditional Custodian of this Land. I would also like to pay respect to the Elders both past and present of the Wangal Nation and extend that respect to other Aboriginals present".

PRAYER (READ BY MAYOR)

"Lord, we humbly beseech thee to vouchsafe thy blessing on this Council, direct and prosper its deliberations for the advancement of this area and the true welfare of its people."

TAPE RECORDING OF MEETING (READ BY MAYOR)

"Members of the Public are advised that Meetings of Council and Council Committees are audio recorded for the purpose of assisting with the preparation of Minutes.

The tape recordings will be subject to the provisions of the Government Information (Public Access) Act 2009 (GIPA).

Tapes are destroyed two (2) months after the date of the recording"

APOLOGIES/LEAVE OF ABSENCES

DECLARATIONS OF INTERESTS BY COUNCILLORS

DECLARATION OF POLITICAL DONATIONS (READ BY MAYOR)

"Councillors & Members of the Gallery

As a result of recent changes to the Legislation that governs the legal process for the determination of Development Applications before Council, a person who makes a relevant application to Council or any person with a financial interest in the application must now disclose any reportable political donation or gift made to any local Councillor or employee of Council. Council will now require in its Development Application Forms this disclosure to be made.

Council is also required to publish on its website all reportable political donations or gifts. Should any person having business before Council this evening and being an applicant or party having a financial interest in such application feel that they have not made the appropriate disclosure, Council now invites them to approach the General Manager and to make their disclosure according to Law."

RECORDING OF COUNCILLORS VOTING ON PLANNING DECISIONS

In accordance with Section 375A of the Local Government Act a division must be called for and taken on every Environmental Planning & Assessment decision. The names of those Councillors supporting and those opposed to the decision are to be recorded in the meeting minutes and the register retained by the General Manager.

OPEN FORUM ACKNOWLEDGMENT (READ BY MAYOR)

The Mayor to ask each speaker to confirm that they had read the guidelines about addressing the Council and acknowledge that they had been informed that the meeting was being recorded and that the Council accepts no responsibility for any defamatory comments made. Speakers should refrain from providing personal information unless it is necessary to the subject being discussed, particularly where the personal information relates to persons not present at the meeting

OPEN FORUM COMMENCES

CONFIRMATION OF MINUTES

Recommendation

That the Minutes of the following Meeting of Burwood Council:

- A. Council Meeting held on 26 September 2017
- B. Council Meeting (Closed Session) held on 26 September 2017
- C. Building & Development Committee Meeting held on 10 October 2017

copies of which were previously circulated to all Councillors be and hereby confirmed as a true and correct record of the proceedings of that meeting.

ADDRESS BY THE PUBLIC ON AGENDA ITEMS ACKNOWLEDGMENT (READ BY MAYOR)

The Mayor to ask each speaker to confirm that they had read the guidelines about addressing the Council and acknowledge that they had been informed that the meeting was being recorded and that the Council accepts no responsibility for any defamatory comments made.

ADDRESS BY THE PUBLIC ON AGENDA ITEMS COMMENCES

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QUESTIONS WITHOUT NOTICE

Councillors are requested to submit any Questions Without Notice in writing.

(ITEM 63/17) RESULTS OF PUBLIC EXHIBITION OF PLANNING PROPOSAL FOR SOUTHERN SIDE OF COOPER STREET STRATHFIELD

File No: 17/35739

REPORT BY DEPUTY GENERAL MANAGER LAND, INFRASTRUCTURE & ENVIRONMENT

Summary

The Planning Proposal (PP) applies to land on the southern side of Cooper Street, between Cooper Lane and Wentworth Road Strathfield. The PP seeks to:

- Rezone the land from R2 Low Density Residential to R1 General Residential
- Increase the maximum building height from 8.2 metres to 20.5 metres at the western end of the land, with a gradual reduction in height to 14 metres and 11 metres at the eastern end
- Increase the maximum floor space ratio (FSR) from 0.55:1 to 2.3:1 at the western end of the land, and to 1.5:1 at the eastern end
- Delist 18A Cooper Street Strathfield as a heritage item

Following the Gateway Determination issued by the Department of Planning and Environment (DP&E), the PP was publicly exhibited. A total of 30 submissions have been received, including 22 in objection, four in support and four from public authorities. It is recommended that Council request the DP&E not to progress the PP.

Background

A PP was submitted in November 2014 to amend the zoning and development standards in the Burwood Local Environmental Plan (BLEP) 2012, for land on the southern side of Cooper Street, shown below, in order to facilitate development for multi storey apartment buildings.



The Subject Land

Following Council's rejection of the PP on 23 February 2015, the proponent lodged a request for a pre-gateway review to the DP&E. Subsequent to the proponent submitting additional information as required by the then Joint Regional Planning Panel (JRPP) and JRPP's two deliberations, the DP&E issued a Gateway Determination on 21 December 2016.

The Gateway Determination required the PP to be updated with additional information and consultation with the Strathfield Private Hospital prior to community consultation, which was undertaken by the proponent. Council received the updated package in mid May 2017.

Planning Proposal

The PP seeks an amendment to the BLEP 2012 by rezoning the site from R2 Low Density Residential to R1 General Residential and changing the development standards of building height and FSR.

Planning Proposal before the Pre-Gateway Review

The PP proposed to:

- Increase the maximum building height from 8.2m to 12m for the portion of land fronting Cooper Street and 21m for the portion of land fronting Cowdery Lane
- Increase the maximum FSR from 0.55:1 to 2.4:1

The development concept consisted of:

- Six apartment buildings in the form of podium and tower, being six storeys in height
- Demolition of existing heritage items within the subject land (being 45 Wentworth Road, 2 and 18A Cooper Street)

Planning Proposal after the Pre-Gateway Review and subject to the Gateway Determination

The PP currently proposes to:

- Increase the maximum building height from 8.2 metres to 20.5 metres at the western end of the subject land, with a gradual reduction in height to 14 metres and 11 metres at the eastern end
- Increase maximum FSR from 0.55:1 to 2.3:1 at the western end of the subject land, and to 1.5:1 at the eastern end
- Delisting the property at 18A Cooper Street Strathfield as a heritage item

The proposal is intended to accommodate:

- Potentially three or four apartment buildings in the form of podium and tower at the western end of the land, being six storeys in height and with the demolition of the existing heritage item at 18A Cooper Street
- Retention of the existing heritage items at 45 Wentworth Road and 2 Cooper Street, with three to four storeys high new infill apartment buildings at the eastern end of the land
- Some 245 additional units and 280 car parking spaces

Community Consultation

The PP was exhibited between 6 June 2017 and 4 July 2017. An exhibition notice was published in the Inner West Courier. Over 280 notification letters were sent to the owners of the subject land and surrounding properties. Exhibited material was made available at Council's Customer Service Centre and on Council's website.

In total, 22 submissions have been received in objection to the PP and four submissions received in support.

Issues Raised in Submissions

Submissions in Objection

The claims made in the submissions and comments of Council Officers are as follows:

Submission Objection	Council Comment
<p><i>Confusion regarding the PP Applicant</i></p> <p>Some submissions refer to the proposal as 'Council's proposal'</p>	<p>This proposal is not an initiative of Burwood Council. Council resolved not to support the proposal on 23 February 2015. The DP&E issued the Gateway Determination following the proponent's review request. Council is required to exhibit and notify the community of the proposal. Outcomes of the exhibition and consultation are reported to this Council Meeting, where Council will make a further resolution as to whether or not to support the proposal.</p>
<p><i>Local character</i></p> <ul style="list-style-type: none"> ▪ Many people have lived in the area for many years due to its quality and character ▪ People have chosen to buy and live in the area because of the R2 zone ▪ Proposal not in keeping with surrounding area and heritage conservation areas (HCAs) ▪ Proposal is out of character for the area ▪ Proposal represents overdevelopment due to proposed heights and FSRs ▪ Some submissions state that the proposed 245 units represents an 880% increase in development 	<p>The proposal is considered out of character and not in keeping with the surrounding area and the HCAs.</p> <p>It is unclear how the 880% figure is calculated. The subject land currently contains 12 houses (including a boarding house) and the proposed 245 units could be construed as an increase in the number of dwellings by over 20 times. This is considered a significant increase in density.</p>
<p><i>Amenity impact</i></p> <ul style="list-style-type: none"> ▪ Proposed buildings will block sunlight and overlook low rise houses opposite ▪ Litter problem in the area would be exacerbated ▪ No open space provisions for the additional 500 residents that the proposal will bring ▪ Open space needs to be provided on every block ▪ Concerns over landscape and streetscape ▪ Other amenity impacts: wind 	<p>Should the Planning Proposal be approved, the design of the proposed buildings would be assessed at the Development Application stage against Council's Development Control Plan (DCP), the State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development and the Apartment Design Guide. These planning documents have specific controls on building separations, setbacks, privacy, access to sunlight, landscaping, open space and parking, aimed at mitigating and/or managing any amenity impacts on neighbouring land.</p> <p>Should the Planning Proposal be approved, the streetscape character and built form of Cooper Street would change. The area would be more prone</p>

Submission Objection	Council Comment
<p>tunnelling, loss of vegetation along Cooper Street, loss of privacy, shadowing of high rise buildings, increase in hard surfaces and storm water runoff, increase in noise and decrease in liveability and standard of living</p> <ul style="list-style-type: none"> Multi-storey housing with washing hanging on balconies and windows is unsightly Concerns about units being rented out rather than being owner occupied Impacts during construction: damaging neighbour's land and shared sewer lines, noise and air pollution 	<p>to issues such as litter and clothes hanging on balconies, which tend to happen more often in residential areas of higher density.</p> <p>Impacts during construction are normally considered as short term and there are conditions that developers must adhere to before and during the construction.</p>
<p><i>Roads, traffic and parking</i></p> <ul style="list-style-type: none"> Proposal will exacerbate the traffic congestion Proposal will worsen the existing lack of street parking Cooper, Roberts, Mosely and Philip Streets on weekends are parked out by train commuters and often no street parking is available for residents' visitors Residents compete with others to park in front of own homes The proposal has a significant shortage of parking for occupants and their visitors State Government and Council have failed to provide commuter parking Proposal will worsen the traffic congestion at roundabouts on Everton Road, Wentworth Road and Mosely Street to exit to Parramatta Road Condition and quality of Cooper and Mosely Streets are poor, with many pot holes and uneven surfaces Buses that replace trains undertaking track work are parked on both sides of Cooper Street, reducing visibility and impacting on traffic flow and volume 	<p>Council's Traffic and Transport team has advised that:</p> <ul style="list-style-type: none"> There will be impacts on traffic and parking if the proposal goes ahead Future Development Applications will be encouraged to comply with the parking rates stipulated in the Burwood DCP (which are more stringent than the parking rates prescribed by the Roads and Maritime Services (RMS)) Statement regarding long stationary queues of vehicles accessing town centres is broad and does not identify a specific location where the queuing is purported. The proposal will see in the vicinity of 50 vehicle trips in the peak hour. This is actually an increase of around 40 vehicle trips when you discount the traffic generated from the 12 existing dwelling in the study area. These 40 additional vehicle trips would not impact heavily upon the existing road network. Overall the traffic and parking impacts could not be the sole ground for Council to reject the planning proposal <p>The issue of commuter parking is contentious. There are arguments that more commuter parking could cause more cars, traffic and parking demands and add to congestion. More commuter parking in town centres like Burwood and Strathfield could lead to a reduction of short term visits to the town centre thereby affecting businesses therein.</p> <p>Council undertakes regular condition audits of all roads, footpaths, kerbs and gutters (infrastructure) across the entire Burwood Local Government Area (LGA). As part of the audit, each piece of</p>

Submission Objection	Council Comment
<ul style="list-style-type: none"> Heavy car usage has been observed with long stationary queues of vehicles accessing Strathfield and Burwood Town Centres, local schools and the Strathfield Private Hospital Cooper Street is also a pedestrian linkage used by residents of surrounding streets, visitors to Strathfield Private Hospital and nursing homes in the area Concern for the safety for students, residents, pedestrians and drivers 	<p>infrastructure is graded by condition and repair and improvement works are then scheduled based on priority. In addition to this, Council will always inspect any pot hole or damaged infrastructure that is reported and will undertake repairs based on the scope of the problem to make the area safe.</p>
<p><i>Proponent's Traffic and Parking Report</i></p> <ul style="list-style-type: none"> The following statements from the proponent's Traffic and Parking Report have been disputed in several submissions: <ul style="list-style-type: none"> The high-level accessibility of the precinct (where the development is proposed) also relates to lower car parking demand. For example, many residents live and shop within the precinct or residential visitors who would use public transport as their mode of transport The assessment of future scenario indicates that the development site could easily accommodate some 250 additional residential units with minimal impact on operation of road network and its intersections performance It is envisaged that a maximum of some 50 additional vehicular movements during a peak period could be generated as the result of the proposed master plan for the site. The traffic report only looked at Cooper Street and Cowdery Lane and not the entire network, and failed to look at the five major intersections which are the current bottleneck and located nearby Traffic counts were done partially in school holidays of 2014, thus not current 	<p>Council's Traffic and Transport team has advised that:</p> <ul style="list-style-type: none"> The proponent's Traffic and Parking Report uses the parking rates for a Metropolitan Regional (CBD) Centre under the Guide to Traffic Generating Developments by RMS to calculate the number of parking spaces required The parking rates prescribed in Council's DCP are more stringent than the RMS's Guide Council will advocate parking that complies with Council's DCP parking rates, should the Planning Proposal be approved by the State Government The calculation of an additional 47 vehicle trips in the peak hour has been correctly calculated based upon the RMS's <i>Guide to traffic generating developments</i>. The actual net increase would actually be slightly less than this as they have not discounted the current traffic generated by the existing dwellings Based upon the intersection counts within the report the traffic generated from the planning proposal could be absorbed into the road network with little impact The traffic counts in the report are stated to have been undertaken on 17 and 22 July 2014. The school holidays in 2014 were between 30 June – 11 July, therefore the counts were not undertaken during the school holiday period. There has been little in terms of development in this area which would greatly impact upon traffic volumes from 2014 Overall the traffic and parking impacts could not be the sole ground for Council to reject the proposal

Submission Objection	Council Comment
<p><i>Infrastructure and services</i></p> <ul style="list-style-type: none"> ▪ The proposal will worsen the overcrowded trains and buses and increase commuter risk ▪ Strathfield Station is operating at capacity during peak hours, with increasing difficulty to get onto trains ▪ Strathfield Station is operating at greater than full capacity, which is before the completion of additional units currently under construction ▪ Schools are at capacity and unable to cope with the higher density ▪ Services and infrastructure cannot meet current developments ▪ Existing infrastructure (gas, water or sewer pipes) is not able to cope with the additional demands from the proposal ▪ Apart from Burwood Park, there are no open spaces within reasonable walking distance from the area ▪ The proposal provides no open space and community facilities 	<p>The proposal was referred to public authorities such as Transport for NSW (TfNSW), Energy Australia, Sydney Water and the NSW Department of Education (DOE) for review and comment.</p> <p>TfNSW and Energy Australia have responded with comments. They have not raised an objection to the proposal.</p> <p>TfNSW also advised that the proposal was reviewed by Sydney Trains, which did not raise an objection to the proposal either.</p> <p>A response has not been received from Sydney Water and DOE, however, it is understood that they are working on ways to address the increased demand for schools associated with the population growth.</p> <p>Council is aware of the need to provide more open spaces and recreation and community facilities in the LGA, and is addressing the issue with funds received from development contributions and voluntary planning agreements.</p> <p>Future Development Applications will be required to comply with requirements for the on-site provision of open space under Council's DCP, should the rezoning proposal be approved by the State Government.</p>
<p><i>Building Height</i></p> <ul style="list-style-type: none"> ▪ The proposed building height is out of place ▪ The adjacent townhouses at No. 20 Cooper Street are only two storeys high ▪ The proposal represents a giant leap from the current height limit of 8.5m ▪ Several submissions request to reduce the building height to 11m or about three storeys so that the entire subject land is subject to the same building height limit ▪ Townhouses, duplexes, terraces, and/or dual occupancies in two to three storeys have been suggested in several submissions as being more 	<p>The stepped building height limits as proposed are thought to provide a transition so that the closer to the Strathfield Station the higher, and to have regard to the heritage items at 45 Wentworth Road and 2 Cooper Street.</p> <p>Nevertheless, future development at the proposed building height limits would change the streetscape of Cooper Street. Council Officers are of the view that residential buildings of two to three storeys, i.e. a maximum height of 11m, would provide a better transition towards the northern side of Cooper Street.</p> <p>During the history of this proposal, 20 Cooper Street was included as part of the subject land in some proposal documents, but was excluded in the Gateway Determination. In this regards, the DP&E has advised that Council can decide whether or not to include this site in the subject land, should the proposal be supported to proceed.</p>

Submission Objection	Council Comment
<ul style="list-style-type: none"> ▪ appropriate on the subject land ▪ The height distribution as proposed is unfair 	
<p><i>Heritage</i></p> <ul style="list-style-type: none"> ▪ Putting 250 units next to HCAs and heritage items and delisting 18A Cooper Street will ruin the historical significance and local beauty ▪ There needs to be a recognition of the past so that history is not obliterated in the rush for progress ▪ The heritage reports by Urbis dated July 2016 and May 2017 contradict each other ▪ Questions the accuracy of the proponent's heritage report ▪ Delisting 18A Cooper Street which was sold as a heritage item would make a mockery of Council's Heritage, Progress and Pride motto. The past cannot be replicated ▪ The proposal will destroy heritage buildings in Cooper Street 	<p>Council's heritage consultant reviewed the proposal and the proponent's Heritage Impact Statement (HIS) dated May 2017 and has provided the following comments:</p> <ul style="list-style-type: none"> ▪ The presence of a number of heritage items suggests that the southern side of Cooper Street would not be a suitable area for rezoning along the lines of the proposal as each of the heritage items would be affected by the impacts of higher development either adjoining or in the vicinity ▪ The proposal would result in the demolition of one and possibly more items. Impacts to the HCAs opposite would be substantial ▪ This proposal will reduce the effectiveness of a carefully planned buffer zone and allow development of an intrusive scale in close proximity to heritage items and HCAs ▪ The applicant's HIS does not have sufficient regard for existing LEP and DCP controls and is silent on the Burwood DCP's 'Building Appearance & Streetscape' controls that provides an effective buffer to the HCAs from larger scale development to the south ▪ The HIS for 18A Cooper Street lacks the rigour that Council requires when considering demolition of an item. Were this a stand-alone proposal Council would be unlikely to support demolition of this item on the basis of the analysis provided in the HIS
<p><i>Objection to spot rezoning</i></p> <ul style="list-style-type: none"> ▪ Council should not permit spot rezoning ▪ If rezoning has to happen, the whole of the area north of Cowdery Lane between Mosely Street and Wentworth Road, including Roberts and Philip Streets, should be rezoned 	<p>Council in principle does not encourage or support spot rezoning. However, anyone is entitled to lodge a Planning Proposal to rezone an individual site. Council must assess the proposal on its merit.</p> <p>The subject land has a combined area of nearly 14,000 sqm, and could be argued as being larger than a spot rezoning.</p>

Submission Objection	Council Comment
<ul style="list-style-type: none"> Two submissions specifically request that land west of Cooper Lane, being 22-26 Cooper Street and 40-46 Mosely Street Strathfield be included in the rezoning for a more comprehensive and consistent approach. One of the submissions has enclosed a report prepared by a planning consultant on their behalf 	<p>As the proposal was not initiated by Council, and Council must assess the proposal for which the Gateway Determination was issued, Council cannot seek an amendment to this proposal to include the wider area.</p>
<p><i>Objection to non-compliance of LEP</i></p> <ul style="list-style-type: none"> The proposal does not comply with the existing FSR and building height requirements 	<p>That is why the proposal has been submitted. It seeks to amend the FSR and building height requirements under the Burwood LEP.</p>
<p><i>Property devaluation</i></p> <ul style="list-style-type: none"> Proposal will result in devaluation of surrounding properties 	<p>It is difficult to substantiate this claim.</p>
<p><i>Other criticisms or comments</i></p> <ul style="list-style-type: none"> Cooper Street should be left as is to allow for the area to be a place that people want to live in Strathfield should be a great place to live with communities that are strong, healthy and connected Proposal must consider housing mandated by the Parramatta Road Urban Transformation Strategy and high rise buildings nearby Proposal will profit a small number of people at the expense of others in Cooper Street and surrounding streets Proposal is economic driven Proposal is not in the best interests of the neighbourhood Appeals to Council to look after interest of the whole community Urges all Councillors and MPs to vote against the proposal and protect the heritage buildings in Cooper Street 	<p>Noted</p>
<p><i>Concerns about relationships</i></p> <p>A submission included concerns about a possible relationship between a member of Council and a company involved with potential development.</p>	<p>These concerns have been raised with Council's Internal Ombudsman and will be acted on accordingly.</p>

Submissions in Support

Four submissions have been received in support of the PP.

Submission Support	Council Comment
<p><i>The reasons given for support of the proposal are as follows:</i></p> <ul style="list-style-type: none"> ▪ Convenient location ▪ Closeness to public transport, Parramatta Road and M4 ▪ Proposal will increase housing supply while keeping prices lower 	<p>Noted</p>

Public Authority Consultation

In accordance with the Gateway Determination, the following State Agencies were consulted:

- Sydney Water
- Energy Australia/Ausgrid
- Transport for NSW (TfNSW)
- Roads and Maritime Services (RMS)
- Department of Education
- Office of Environment and Heritage (OEH)
- NSW Ministry of Health

A response was received from Ausgrid, OEH, RMS and TfNSW. These authorities raise no objection to the PP.

OEH offered the following comments:

- Proposal is likely to alter the historic low density setting of the HCAs in the area, adversely impact on the heritage character of Cooper Street and on the heritage items within the subject land and in the vicinity.
- It is recommended that Council consider alternative options which do not involve the removal of 18A Cooper Street, and consider any adverse impact that the proposal may have on the significance of other heritage items within the subject land and the heritage items and HCAs in the vicinity.

Ausgrid consents to the proposal subject to conditions regarding electricity supply and proximity to power lines, cables and substation at 2B Cooper Street.

The RMS has advised that the proposal would not have significant traffic impact on the State road network.

TfNSW provided comments on connectivity, safety and accessibility for pedestrians and bicycle riders to existing networks and public transports, and provide bicycle parking and end of trip facilities for pedestrian and bicycle riders.

TfNSW referred the proposal to Sydney Trains, which advised that there are high voltage cables in the area as such future development should be referred to them for review.

Planning or Policy Implications

Section 58(4) of the *Environmental Planning and Assessment Act 1979* provides that the relevant planning authority (i.e. Council in this case) may at any time request the Minister (now the Greater Sydney Commission) to determine that the PP not proceed.

The following grounds prevent Council from supporting the PP:

- Adverse impacts on the effectiveness of Cooper Street acting as a buffer zone between the higher density development south of Cooper Street and the low density residential areas of heritage character on the north.
- Adverse impacts on the existing heritage items within subject land and on the heritage items and HCAs in the vicinity
- Insufficient information in the HIS to justify delisting 18A Cooper Street
- Adverse impacts on the streetscape character of Cooper Street
- Proposed building height and FSR standards, although stepping down from the west to the east of Cooper Street, still pose a mismatch with those for the surrounding land established in the BLEP 2012.
- Strong objections from the community in the submissions received.

It is recommended that Council request that the GSC determine not to progress the PP to finalisation. The determining role lies with the GSC.

Financial Implications

There are no significant financial implications for Council arising from the PP and the recommendation of this Report.

Conclusion

An assessment of the submissions received from the exhibition of the PP suggests that the adverse impacts on heritage and on streetscape character prevent Council from supporting the PP to proceed to finalisation.

Recommendation(s)

1. That Council not support the Planning Proposal.
2. That Council forward the resolution to the Department of Planning & Environment and request the Greater Sydney Commission to determine that the Planning Proposal not proceed.
3. That the proponent be notified of the Council resolution in writing.
4. That those who have made a submission be advised of the Council resolution in writing.

Attachments

There are no attachments for this report.

(ITEM 64/17) VOLUNTARY PLANNING AGREEMENT - 6 RAILWAY PARADE BURWOOD

File No: 17/38541

REPORT BY DEPUTY GENERAL MANAGER LAND, INFRASTRUCTURE & ENVIRONMENT

Summary

A draft Voluntary Planning Agreement (VPA) and Explanatory Note (EN) prepared in connection with a Modification Application for 6 Railway Parade Burwood have been publicly notified in accordance with the relevant legislation. The draft VPA provides for the developer to pay a monetary contribution to Council in lieu of a shortfall of on-site visitor parking. Council's endorsement is sought to enter into the VPA after the granting of the Modification Application.

Background

The Modification Application proposes to modify Development Consent BD.2016.052 by removing one level of basement car parking at 6 Railway Parade Burwood.

The proposed development will incur a total shortfall of 8.8 visitor parking spaces. However, a VPA under the original development consent has already been executed. That VPA provided a monetary contribution for 1.4 visitor car park spaces. As such, the VPA which is the subject of this report will provide for the contributions for the remaining 7.4 spaces.

The documents were referred to Council's solicitors for their advice and vetting. The draft VPA and EN have been modified in negotiation with the applicant to resolve discrepancies and anomalies identified by Council's solicitors.

Further minor revision of the draft VPA may be necessary prior to execution, e.g. updating footer or insertion of dates. Any changes will not alter the purpose or intention of the VPA.

A copy of the draft VPA and EN is attached. The VPA provides for the applicant to pay a monetary contribution of \$293,040 in lieu of 7.4 on-site visitor parking spaces to Council upon its execution.

Consultation

Following the modification and negotiation of the document content the draft VPA and EN were publicly notified for a period of at least 28 days from 8 August 2017 to 5 September 2017. The public notice was placed in the local newspaper and on Council's website. Hard copies were also made available to view at Council's Customer Service Centre. No submissions have been received in response to the public exhibition.

Planning or Policy Implications

Council has in place a *Planning Agreement Policy*. The Policy contains an acceptability test which stipulates the matters that Council should consider when determining whether or not to enter into a VPA. Consideration of these matters against the draft VPA is outlined below:

1. The VPA is directed towards a proper or legitimate planning purpose. The planning purpose of the VPA is to provide funds to Council to be used to provide additional car parking spaces to redress the parking shortfall within the proposed development. The VPA is generally consistent with Council's DCP in allowing monetary contributions in lieu of the on-site visitor parking provision for the Burwood Town Centre. The contribution received under the VPA would assist in Council's provision of public car parking.
2. The VPA would result in a public benefit. The VPA would seek to provide monetary contributions towards the provision of public car parking, being made available to the general

public in place of visitor parking within a private development, which would only be available to the private premises.

3. The VPA provides a reasonable means of achieving the relevant purpose. The VPA provides for monetary contribution towards the provision of additional parking by Council, instead of that parking being made available privately by the developer, and in doing so, facilitating an outcome which is more beneficial to the public.
4. The VPA would be taken into consideration in the assessment of the Modification Application. The Modification Application must stand on its own merits from a design, planning and amenity perspective, which is the subject of a separate planning assessment. If the VPA is not entered into, the applicant would be expected to amend the Modification Application or its approval could not be granted.
5. The VPA would produce outcomes that meet the general values and expectations of the community, and protect the overall public interest. The provision of safe and practical public parking by Council is an expectation of the community. The VPA provides Council with the financial resources to assist in this provision.
6. The VPA promotes Council's strategic objectives as outlined in Clause 2.1 of Council's *Planning Agreements Policy*, particularly:
 - Objective 'a' – *to provide an enhanced and more flexible development contributions system for Council*. The VPA encourages flexibility by enabling a monetary contribution towards public amenities, as opposed to strict compliance with on-site parking requirements, to the mutual benefit of the developer and the community.
 - Objective 'b' – *to supplement or replace, as appropriate, the application of s94 and s94A of the Act to development*. The use of the VPA in this instance supplements Council's Section 94A Plan because the existing plan cannot be used to obtain contributions in the case of parking shortfall.
 - Objective 'e' – *to lever planning benefits from development wherever possible*. The VPA would facilitate the provision of public car parking in place of private parking, which represents a public benefit.
7. The VPA conforms to the fundamental principles governing the Council's use of planning agreements as set out in Clause 2.2 of the *Planning Agreements Policy*, particularly:
 - *Principle 'a' – planning decisions may not be bought or sold through planning agreements*. Council is not obliged to support the Modification Application and instead, each application must be considered on its merits.
 - *Principle 'd' – Council will not use planning agreements for any purpose other than a proper planning purpose*. The manner in which the VPA is proposed to be used is generally in accordance with Council's Development Control Plan (DCP).
8. There are not considered to be any circumstances that may preclude the Council from entering into the VPA should it determine to do so.

Financial Implications

The VPA would provide for a monetary contribution of \$293,040 to Council towards the provision of public car parking in the Burwood Town Centre. Council would be obliged under legislation to allocate the contributions and any return on its investment to the provision of, or the recoupment of, the cost of providing public car parking.

The provision of public parking by Council would not coincide with the completion of the subject

development and would be undertaken at a time determined by Council at its discretion.

Conclusion

Council's endorsement is now sought to enter into the VPA for 6 Railway Parade Burwood. The VPA would provide Council a monetary contribution of \$293,040 towards additional public car parking. It is recommended that arrangements be made for the execution of the VPA by Council authorising the signing of the agreement, after the granting of the Modification Application but prior to the issue of the amended Construction Certificate, which would include a condition on the amended consent requiring that the VPA be entered into.

Recommendation(s)

1. That Council enter into the VPA for 6 Railway Parade Burwood for the provision of a monetary contribution of \$293,040 towards public car parking after the granting of the Modification Application, which would include a condition on the amended consent requiring that the VPA be entered into prior to the issuing of a modified Construction Certificate.
2. That Council authorise the General Manager or Acting General Manager to sign the VPA and any related documentation under his Power of Attorney.
3. That Council authorise the General Manager to endorse the minor revisions of the VPA documents prior to execution.
4. That the Developer pay the monetary contribution to Council, on or before, the execution of the VPA by Council.

Attachments

- 1 [↓](#) Voluntary Planning Agreement and Explanatory Note



Voluntary Planning Agreement

Version 2

19 July 2017 June 2017

Burwood Council

ABN 84 362 114 428

Burwood Holdings (NSW) Pty Ltd

ACN 600 045 716

Sydney

Level 29, MLC Centre, 19 Martin Place, Sydney NSW 2000

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ATTACHMENT 1

ITEM 64/17 Voluntary Planning Agreement - 6 Railway Parade Burwood.DOC Voluntary Planning Agreement and Explanatory Note

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Agreement

Date

Parties

First party

Name	Burwood Council (Council)
ABN	84 362 114 428
Contact	General Manager
Telephone	(02) 9911 9911

Second party

Name	Burwood Holdings (NSW) Pty Ltd (Developer)
ACN	600 045 716
Contact	Icon Project Management Pty Ltd, Attn: Joshua Finnegan
Telephone	(02) 8035 2300

Background

- A. The Developer is the registered proprietor of the Land.
- B. On 31 March 2016, Council granted Development Consent 195/2014 for a proposed mixed commercial and residential development on the Land. The approved development contained three basement and two elevated levels of car parking, a ground floor plus three upper levels of commercial space and 13 upper levels of residential units.
- C. On 19 April 2016, the Developer, through its consultant CD Architects, lodged Development Application 52/2016 with the Council for development consent to carry out alterations and additions to the approved mixed use development on the Land, including 5 additional dwellings, increased on-site car parking and minor alterations to unit layouts.
- D. On 22 December 2016, Council granted Development Consent 52/2016. Development Consent 52/2016 approved the alterations and additions to the approved modified mixed commercial and residential development on the Land.
- E. Condition 3 of Development Consent 52/2016 required the Developer to submit a notice of modification of Development Consent DA195/2014 in accordance with clause 97 of the Regulation, so that Development Consent DA195/2014 is taken to be identical to Development Consent 52/2016.
- F. Condition 2(v) of Development Consent 52/2016 required a planning agreement offered by the Developer to be executed prior to the issue of a Construction Certificate for the development.

- G. On 26 April 2017, the Developer submitted the notice of modification of Development Consent 195/2014 in accordance with condition 3 of Development Consent 52/2016.
- H. On 23 May 2017, the Developer executed the planning agreement offered in connection with Development Consent 52/2016 on 23 August 2016 (**the original planning agreement**).
- I. The Developer has now lodged the Modification Application, which seeks to modify the development approved under Development Consent 52/2016 to remove one level of basement car parking, resulting in a reduction in the number of visitor car parking spaces. In connection with that proposed modification, the Developer has offered to make further contributions for public purposes.
- J. The Developer offers to enter into a planning agreement in accordance with section 93F of the Act for public purposes in connection with Development Application 52/2016 in addition to those provided for in the original planning agreement.
- K. This agreement constitutes the formal arrangement between Council and the Developer for contributions to be made in connection with the Modification Application.

Operative part

1 Definitions

In this agreement, unless the context indicates a contrary intention:

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

Address means a party's address set out in the Notices clause of this agreement;

Approval means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this agreement;

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person;

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

Construction Certificate means a construction certificate as defined under s 109C of the Act;

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

Development means the mixed use development on the Land in accordance with Development Consent 52/2016;

Development Application has the same meaning as in the Act;

Development Consent 195/2014 means the Development Consent granted by the Council on 31 March 2016 for a proposed mixed commercial and residential development on the Land, including three basement and two elevated levels of car parking, a ground floor plus three upper levels of commercial space and 13 upper levels of residential units;

Development Consent 52/2016 means the Development Consent granted by the Council on 22 December 2016 for alterations and additions to the development

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approved by Development Consent 195/2014, including 5 additional dwellings, increased on-site car parking and minor alterations to unit layouts;

Fax Number means a party's facsimile number set out in the Notices clause of this agreement;

GST has the same meaning as in the GST Law;

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition of or administration of the GST;

Land means the land within SP 43143, known as 6 Railway Parade, Burwood;

Law means:

- (a) any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation;
- (b) any Approval, including any condition or requirement under it; and
- (c) any fees and charges payable in connection with the things referred to in paragraphs (a) and (b);

Modification Application means the application to modify Development Consent 52/2016 lodged by the Developer in February 2017, seeking to remove one level of basement car parking from the approved development;

Monetary Contribution means the monetary contribution payable by the Developer under clause 6.1(a) of this agreement;

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

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

2 Interpretation

In this agreement, unless the context indicates a contrary intention:

- (a) **(documents)** a reference to this agreement or another document includes any document which varies, supplements, replaces, assigns or novates this agreement or that other document;
- (b) **(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this agreement;
- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this agreement;
- (d) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;

- (f) **(president, CEO or managing director)** the president, CEO or managing director of a body or Authority means any person acting in that capacity;
- (g) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (h) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (i) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (j) **(singular)** the singular includes the plural and vice-versa;
- (k) **(gender)** words importing one gender include all other genders;
- (l) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (m) **(rules of construction)** neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (n) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (o) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Australia, even if the obligation is to be performed elsewhere;
- (p) **(joint and several)** an agreement, representation, covenant, right or obligation:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (ii) on the part of two or more persons binds them jointly and severally;
- (q) **(writing)** a reference to a notice, consent, request, approval or other communication under this agreement or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (r) **(replacement bodies)** a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (s) **(Australian currency)** a reference to dollars or \$ is to Australian currency;
- (t) **(month)** a reference to a month is a reference to a calendar month; and
- (u) **(year)** a reference to a year is a reference to twelve consecutive calendar months.

3 Planning Agreement under the Act

- (a) The parties agree that this agreement is a planning agreement within the meaning of section 93F of the Act.

- (b) Schedule 2 of this agreement summarises the requirements for planning agreements under section 93F of the Act and the way this agreement addresses those requirements.

4 Application of this agreement

This agreement applies to:

- (a) the Development,
- (b) the Modification Application; and
- (c) the Land.

5 Operation of this agreement

This agreement commences on and from the date it is executed by all parties.

6 Contributions to be made under this agreement

6.1 *Monetary Contribution*

- (a) The Developer will pay to Council a monetary contribution of \$293,040.00 for the purpose of car parking, in addition to the monetary contribution provided for in the original agreement.
- (b) The Monetary Contribution has been calculated as set out in Schedule 1.
- (c) The Monetary Contribution must be paid to Council on execution of this agreement.
- (d) The Monetary Contribution must be paid by way of bank cheque in favour of Council or by deposit by means of electronic funds transfer into an account specified by Council.
- (e) The Monetary Contribution will be taken to have been made when the Council notifies the Developer in writing that the bank cheque has been received and cleared funds or electronic funds have been deposited in the Council's bank account.

7 Application of s 94, s 94A and s 94EF of the Act to the Development

- (a) This agreement does not exclude the application of section 94 of the Act to the Development.
- (b) This agreement does not exclude the application of section 94A of the Act to the Development.
- (c) This agreement does not exclude the application of section 93EF of the Act to the Development.
- (d) The benefits under this agreement are not to be taken into consideration in determining a development contribution under section 94 of the Act.

8 Registration of this agreement

The parties agree that, provided the Monetary Contributions are paid on execution of this agreement, this agreement is not to be registered against the title to the Land.

9 Review of this agreement

- (a) This agreement may be reviewed or modified. Any review or modification of this agreement will be conducted in the circumstances and in the manner determined by the parties.
- (b) No modification or review of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement.
- (c) A party is not in breach of this agreement if it does not agree to an amendment to this agreement requested by a party in, or as a consequence of, a review.

10 Dispute Resolution

10.1 *Reference to Dispute*

If a dispute arises between the parties in relation to this agreement, the parties must not commence any court proceedings relating to the dispute unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.

10.2 *Notice of Dispute*

The party wishing to commence the dispute resolution process must give written notice (**Notice of Dispute**) to the other parties of:

- (a) The nature of the dispute,
- (b) The alleged basis of the dispute, and
- (c) The position which the party issuing the Notice of Dispute believes is correct.

10.3 *Representatives of Parties to Meet*

- (a) The representatives of the parties must promptly (and in any event within 10 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified dispute.
- (b) The parties may, without limitation:
 - (i) resolve the dispute during the course of that meeting,
 - (ii) agree that further material or expert determination about a particular issue or consideration is needed to effectively resolve the dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
 - (iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

10.4 *Further Notice if Not Settled*

If the dispute is not resolved within 10 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute (Determination Notice) by mediation under clause 10.5.

10.5 *Mediation*

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

- (a) The parties must agree to the terms of reference of the mediation within 10 Business Days of the receipt of the Determination Notice (the terms shall

include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply;

- (b) The mediator will be agreed between the parties, or failing agreement within 10 Business Days of receipt of the Determination Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) The mediator appointed pursuant to this clause 10.5 must:
 - (i) Have reasonable qualifications and practical experience in the area of the dispute; and
 - (ii) Have no interest or duty which conflicts or may conflict with his or her function as a mediator he or she being required to fully disclose any such interest or duty before his or her appointment;
- (d) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (e) The parties must within 10 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation;
- (f) The parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
- (g) In relation to costs and expenses:
 - (i) Each party will bear its own professional and expert costs incurred in connection with the mediation; and
 - (ii) The costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

10.6 *Litigation*

If the dispute is not *finally* resolved in accordance with this clause 10, then either party is at liberty to litigate the dispute.

10.7 *No suspension of contractual obligations*

Subject to any interlocutory order obtained under clause 10.1, the referral to or undertaking of a dispute resolution process under this clause 10 does not suspend the parties' obligations under this agreement.

11 **Enforcement**

11.1 *Default*

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this agreement, it may give notice in writing to the other party (**Default Notice**) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 21 days.

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- (b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency.
- (c) If a party disputes the Default Notice it may refer the dispute to dispute resolution under clause 10 of this agreement.

11.2 Restriction on the issue of Certificates

In accordance with section 109F of the Act and clause 146A of the Regulation the obligation to pay the Monetary Contributions under this agreement must be satisfied prior to the issue of a Construction Certificate for the Development or any part of the Development.

11.3 General Enforcement

- (a) Without limiting any other remedies available to the parties, this agreement may be enforced by any party in any Court of competent jurisdiction.
- (b) Nothing in this agreement prevents:
 - (i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this agreement relates; and
 - (ii) the Council from exercising any function under the Act or any other Act or Law relating to the enforcement of any aspect of this agreement or any matter to which this agreement relates.

12 Assignment and Dealings

The parties agree that, provided the Monetary Contributions are paid on execution of this agreement, this agreement does not operate to prevent the Developer from transferring the Land or any right, title or interest in the Land, or dealing with the Land or the Development in any way.

13 Approvals and consents

Except as otherwise set out in this agreement, and subject to any statutory obligations, a party may give or withhold an Approval or consent to be given under this agreement in that party's absolute discretion and subject to any conditions determined by the party. A party is not obligated to give its reasons for giving or withholding consent or for giving consent subject to conditions.

14 No fetter

14.1 Discretion

This agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including, but not limited to, any statutory power or discretion of the Council relating to the Development, Modification Application or any application for development consent (all referred to in this agreement as a "**Discretion**").

14.2 No fetter

No provision of this agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this agreement is

held by a court of competent jurisdiction to constitute a fetter on any Discretion, the parties agree:

- (a) They will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied,
- (b) In the event that (a) cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this agreement has full force and effect, and
- (c) To endeavour to satisfy the common objectives of the parties in relation to the provision of this agreement which is to be held to be a fetter on the extent that is possible having regard to the relevant court judgment.

15 Notices

15.1 Notices

Any notice given under or in connection with this agreement (**Notice**):

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by email or fax at the address or fax number below, or at the address or fax number last notified by the intended recipient to the sender after the date of this agreement:

- (i) to Burwood Council: PO Box 240, Burwood NSW 1805
 Fax: (02) 9911 9900
 Email: council@burwood.nsw.gov.au
 Attention: General Manager
- (ii) to Burwood Holdings (NSW) Pty Ltd: c/- Icon Project Management Pty Ltd, Level 10/350 Kent Street, Sydney NSW 2000
 Phone: (02) 8035 2300
 Email: jfinnegan@iconpm.com.au
 Attention: Joshua Finnegan

- (c) is taken to be given or made:
 - (i) in the case of hand delivery, when delivered;
 - (ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of a fax, on production of a transmission report by the machine from which the fax was sent that indicates the fax was sent in its entirety to the recipient's fax number; and
- (d) if under clause (c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

15.2 Notices sent by email:

- (a) A party may serve a Notice by email if the Notice:
- (i) includes a signature block specifying:
 - (A) the name of the person sending the Notice; and
 - (B) the sender's position within the relevant party;
 - (ii) states in the body of the message or the subject field that it is sent as a Notice under this agreement;
 - (iii) contains an express statement that the person sending the Notice has the authority to serve a Notice under this agreement;
 - (iv) is sent to the email address below or the email address last notified by the intended recipient to the sender:
 - (A) to Burwood Council: Attention: General Manager
council@burwood.nsw.gov.au
 - (B) to Burwood Holdings c/- Icon Project Management Pty Ltd
(NSW) Pty Ltd: Attention: Joshua Finnegan
jfinnegan@iconpm.com.au
- (b) The recipient of a Notice served under this clause 15.2 must:
- (i) promptly acknowledge receipt of the Notice; and
 - (ii) keep an electronic copy of the Notice,
- (c) Failure to comply with clause 15.2 does not invalidate service of a Notice under this clause.

15.3 Receipt of Notices sent by email

- (a) A Notice sent under clause 15.2 is taken to be given or made:
- (i) when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above; or
 - (ii) when the Notice enters an information system controlled by the recipient; or
 - (iii) when the Notice is first opened or read by the recipient,
- whichever occurs first.
- (b) If under clause 15.3 a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

16 General

16.1 Relationship between parties

- (a) Nothing in this agreement:
- (i) constitutes a partnership between the parties; or

- (ii) except as expressly provided, makes a party an agent of another party for any purpose.
- (b) A party cannot in any way or for any purpose:
 - (i) bind another party; or
 - (ii) contract in the name of another party.
- (c) If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

16.2 Time for doing acts

- (a) If the time for doing any act or thing required to be done or a notice period specified in this agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5.00 pm on the specified day, it is taken to have been done on the following Business Day.

16.3 Further assurances

Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this agreement.

16.4 Variation

A provision of this agreement can only be varied by a later written document executed by or on behalf of all parties and in accordance with the provisions of the Act.

16.5 No Assignment

A party cannot assign or otherwise transfer rights under this agreement without the prior written consent of the other party, with the exception of any assignment or dealing in accordance with clause 12 of this agreement.

16.6 Counterparts

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

16.7 Legal expenses and stamp duty

The Developer must pay the Council's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution, carrying into effect and release and discharge of this agreement.

16.8 Entire agreement

The contents of this agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this agreement, whether orally or in writing.

16.9 Representations and warranties

The parties represent and warrant that they have the power and authority to enter into this agreement and comply with their obligations under the agreement and that entry into this agreement will not result in the breach of any Law.

16.10 Severability

If a clause or part of a clause of this agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this agreement, but the rest of this agreement is not affected.

16.11 Invalidity

- (a) A word or provision must be read down if:
 - (i) this agreement is void, voidable, or unenforceable if it is not read down;
 - (ii) this agreement will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
 - (i) despite the operation of clause (a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this agreement will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this agreement has full effect even if clause 16.11(b) applies.

16.12 Waiver

- (a) A right or remedy created by this agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.
- (b) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

16.13 GST

- (a) Words and expressions which are not defined in this agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this agreement, the recipient of the supply must pay the GST or an amount equal to the GST payable on or for the taxable supply, whichever is appropriate in the circumstances.

16.14 Governing law and jurisdiction

- (a) The Laws applicable in New South Wales govern this agreement.

ATTACHMENT 1

ITEM 64/17 Voluntary Planning Agreement - 6 Railway Parade Burwood.DOC Voluntary Planning Agreement and Explanatory Note

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- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

Schedule 1 Calculation of Monetary Contributions

Monetary Contribution – Modification Application

Visitor Parking

- (a) The *Burwood Development Control Plan*, adopted on 12 February 2013 (amended 10 March 2015), provides that the following formula will apply for calculating monetary contributions in lieu of visitor car parking:

(Number of spaces not being provided on site x cost of an on-site parking space) x 0.8

Note that the calculation must be undertaken on the basis of the number of car spaces required to 1 decimal point without rounding to a whole number.
- (b) On the calculations, 8.8 visitor car spaces are required.
- (c) The proposed modification will remove 8.8 visitor car spaces.
- (d) The number of visitor car spaces not provided on site is therefore 8.8.
- (e) Under the original planning agreement, 1.4 visitor car spaces were already paid for
- (f) The parking shortfall required to be paid for under this monetary contribution is therefore 7.4 visitor car spaces.
- (g) A reasonable rate per parking space is \$49,500.00.

The monetary contribution payable is therefore $(7.4 \times \$49,500) \times 0.8 = \mathbf{\$293,040.00}$

Schedule 2 Summary of requirements (section 93F)

Subject and subsection of the Act	Planning Agreement
Planning instrument and/or Development Application – Section 93F(1) The Developer has: <ul style="list-style-type: none"> (a) Sought a change to an environmental planning instrument <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (b) Made, or proposed to make a Development Application <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (c) Entered into an agreement with, or are otherwise associated with, a person to whom paragraph (a) or (b) applies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 	
Description of the land to which the planning Agreement applies – Section 93F(3)(a)	The definition of “Land” in clause 1 is SP43143, known as 6 Railway Parade, Burwood.
The scope, timing and manner of delivery of contribution required by the Planning Agreement – Section 93F(3)(b)	Clause 6 requires the payment of monetary contributions in a specified amount on execution of the agreement.
Applicability of section 94 of the Act – Section 93F(3)(d)	Section 94 is not excluded, see Clause 7(a).
Applicability of section 94A of the Act – Section 93F(3)(d)	Section 94A is not excluded, see Clause 7(b).
Applicability of section 94EF of the Act – Section 93F(3)(d)	Section 94EF is not excluded, see Clause 7(c).
Mechanism for dispute resolution – Section 93F(3)(f)	Mechanisms for dispute resolution including mediation and expert determination are available, see Clause 10.
Enforcement of the Planning Agreement – Section 93F(3)(g)	The planning agreement can be enforced in accordance with Clause 11.
Registration of the Planning Agreement – Section 93F(3)(g)	The planning agreement may be registered in accordance with Clause 8.
No obligation to grant consent or exercise functions – Section 93F(9)	There is no fetter on the Council's discretion, see clause 14.

ATTACHMENT 1

ITEM 64/17 Voluntary Planning Agreement - 6 Railway Parade Burwood.DOC
Voluntary Planning Agreement and Explanatory Note

Sparke Helmore Lawyers

Executed as an agreement

Signed for and on behalf of **Burwood**)
Council ABN 84 362 114 428 by its)
attorney **Michael Gerard McMahon**,)
under power of attorney dated 6 July 2011)
registered book 4615 number 590 in the)
presence of:)
)
)
)

.....
Signature of Witness

.....
Signature of Attorney Michael Gerard
McMahon

By executing this document, the attorney
certifies that he has not received
notification of revocation of the power of
attorney.

.....
Print name of Witness

ATTACHMENT 1

ITEM 64/17 Voluntary Planning Agreement - 6 Railway Parade Burwood.DOC
Voluntary Planning Agreement and Explanatory Note

Sparke Helmore Lawyers

Executed by **Burwood Holdings (NSW)**)
Pty Ltd ACN 600 045 716 in accordance)
with section 127 of the *Corporations Act*)
2001 (Cth) by:)
)
)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Print name of Director

.....
Print name of Director/Secretary

Annexure A Draft Explanatory note

Explanatory Note
Exhibition of draft Voluntary Planning Agreement
SP43143, known as 6 Railway Parade, Burwood

Environmental Planning & Assessment Regulation 2000 (clause 25E)

Planning Agreement

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a draft voluntary Planning Agreement (**the Planning Agreement**) under Section 93F of the *Environmental Planning and Assessment Act 1979* (**the Act**).

The Planning Agreement will require the provision of monetary contributions in relation to proposed development of land in SP43143, known as 6 Railway Parade, Burwood.

This Explanatory Note has been prepared jointly between the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000* (**the Regulations**).

This Explanatory Note is not to be used to assist in construing the Planning Agreement.

Parties

Burwood Holdings (NSW) Pty Ltd (**the Developer**) made an offer to Burwood Council (**the Council**) to enter into a voluntary Planning Agreement, in connection with a Development Application relating to the Land.

Description of subject land

The land to which the Planning Agreement applies is described as SP43143, known as 6 Railway Parade, Burwood (**the Land**).

Description of the Development Application to which the Planning Agreement applies

The Developer proposes to modify the development the subject of Development Consent DA 52/2016, granted by the Council on 22 December 2016 by removing one level of basement car parking.

Summary of Objectives, Nature and Effect of the Planning Agreement**Monetary Contribution**

The Planning Agreement requires a monetary contribution of \$293,040 for the purpose of car parking.

Assessment of the Merits of the Planning Agreement**How the Planning Agreement Promotes the Objects of the Act and the public interest**

The draft Planning Agreement will require contributions towards the provision of car parking. These contributions promote the following objectives of the Act:

- (a) to encourage
 - (i) the proper management, development and conservation of natural and artificial resources, including agricultural land, natural areas, forests, minerals, water, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment,

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- (ii) the promotion and co-ordination of the orderly and economic use and development of land ...

The monetary contributions towards car parking will encourage the proper management and development of land and enable the orderly and economic use of the Land.

The Planning Purposes served by the Planning Agreement

The contributions will be used to help the Council provide car parking that is likely to be needed as a consequence of the proposed development.

How the Planning Agreement promotes the objectives of the *Local Government Act 1993* and the elements of the Council's Charter

The Planning Agreement is consistent with the following purposes of the *Local Government Act 1993*:

- to give councils the ability to provide goods, services and facilities, and to carry out activities, appropriate to the current and future needs of local communities and the wider public;
- to give councils a role in the management, improvement and development of the resources of their areas.

The Planning Agreement promotes the following element of the Council's Charter:

- to provide strong and effective planning and decision-making;
- to apply the integrated planning framework in carrying out its functions so as to achieve desired outcomes and continuous improvements.

This element of the Council's Charter is promoted through the requirement to provide contributions that will be used by the Council to provide car parking in the area of the development.

Whether the Planning Agreement Conforms with the Council's Capital Works Program

Council has in place a capital works program, but the program does not, to date, identify proposals for public car parking in the Burwood Town Centre. The capital works program is subject to annual review and any proposal for additional public facilities would be initiated where sufficient funds are available.

Whether the Planning Agreement specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

The Planning Agreement requires payment of the monetary contribution on execution.

(ITEM 65/17) VOLUNTARY PLANNING AGREEMENT - 1 LYONS STREET STRATHFIELD

File No: 17/41849

REPORT BY DEPUTY GENERAL MANAGER LAND, INFRASTRUCTURE & ENVIRONMENT

Summary

A draft Voluntary Planning Agreement (VPA) and Explanatory Note (EN) prepared in connection with a Modification Application for 1 Lyons Street Strathfield have been publicly notified in accordance with the relevant legislation. The draft VPA will provide the developer to pay a monetary contribution to Council in lieu of a shortfall in parking. Council's endorsement is now sought to enter into the VPA after the granting of the Modification Application.

Background

The draft VPA provides for the developer to pay a monetary contribution to Council in exchange for one on-site parking space. The draft VPA is proposed in conjunction with a Modification Application to modify Development Consent BD2015.101. The modification involves the addition of one level containing four boarding rooms and the associated changes.

The VPA provides for a contribution of \$49,500 in lieu of the one car parking space which is required but cannot be provided on-site.

The documents were referred to Council's solicitors for their advice and vetting. The draft VPA and EN have been modified in negotiation with the applicant to resolve discrepancies and anomalies identified by Council's solicitors.

Further minor revision of the draft VPA may be necessary prior to execution, e.g. updating footer or insertion of dates. Any changes will not alter the purpose or intention of the VPA.

Consultation

Following the modification and negotiation of the document contents, the draft VPA and EN were publicly notified for a period of 28 days from 8 August 2017 to 5 September 2017. The public notice was placed in the local newspaper and on Council's website. Hard copies were also made available to view at Council's Customer Service Centre. No submissions have been received in response to the public exhibition.

Planning or Policy Implications

Council has in place a *Planning Agreement Policy*. The Policy contains an acceptability test which stipulates the matters that Council should consider when determining whether or not to enter into a VPA. Consideration of these matters against the draft VPA is outlined below:

1. The VPA is directed towards a proper or legitimate planning purpose. The planning purpose of the VPA is to provide funds to Council to provide additional car parking to redress the parking shortfall within the development. The VPA is generally consistent with Council's DCP in allowing monetary contributions in lieu of the on-site parking provision for boarding houses on land zoned B4 Mixed Use.
2. The VPA would result in a public benefit. The VPA would seek to provide public car parking, being made available to the general public, in place of parking within a private development, which could not be provided.
3. The VPA provides a reasonable means of achieving the relevant purpose. The VPA provides for the monetary contribution in exchange for one parking shortfall within the development.

Council will utilise the funds provided for public car parking that will ultimately be more beneficial to the community.

4. The VPA would be taken into consideration in the assessment of the Modification Application. The Modification Application must stand on its own merits from a design, planning and amenity perspective, which is the subject of a separate planning assessment. If the VPA is not entered into, the applicant would be expected to amend the Modification Application or its approval could not be granted.
5. The VPA would produce outcomes that meet the general values and expectations of the community, and protect the overall public interest. The provision of safe and practical public parking by Council is an expectation of the community. The VPA provides Council with the financial resources to assist in this provision.
6. The VPA promotes Council's strategic objectives as outlined in Clause 2.1 of Council's *Planning Agreements Policy*, particularly:
 - Objective 'a' – *to provide an enhanced and more flexible development contributions system for Council*. The VPA encourages flexibility by enabling a monetary contribution towards public amenities, as opposed to strict compliance with on-site parking requirements, to the mutual benefit of the developer and the community.
 - Objective 'b' – *to supplement or replace, as appropriate, the application of s94 and s94A of the Act to development*. The use of the VPA in this instance supplements Council's Section 94A Plan because the existing plan cannot be used to obtain contributions in the case of parking shortfall.
 - Objective 'e' – *to lever planning benefits from development wherever possible*. The VPA would facilitate the provision of public car parking in place of private parking, which represents a public benefit.
7. The VPA conforms to the fundamental principles governing the Council's use of planning agreements as set out in Clause 2.2 of the *Planning Agreements Policy*, particularly:
 - *Principle 'a' – planning decisions may not be bought or sold through planning agreements*. Council is not obliged to support the Modification Application proposal and, instead, each application must be considered on its merits.
 - *Principle 'd' – Council will not use planning agreements for any purpose other than a proper planning purpose*. The manner in which the VPA is proposed to be used is generally in accordance with Council's DCP.
8. These are not considered to be any circumstances that may preclude the Council from entering into the VPA should it determine to do so.

Financial Implications

The VPA would provide for a monetary contribution of \$49,500 to Council towards the provision of public car parking within the Strathfield Town Centre. Council would be obliged under legislation to allocate the contributions and any return on its investment to the provision of, or the recoupment of the cost of providing public car parking.

Conclusion

Council's endorsement is now sought to enter into the VPA for 1 Lyons Street Strathfield. The VPA would provide Council with a monetary contribution of \$49,500 for public car parking. It is recommended that arrangement be made for the execution of the VPA by Council authorising the

signing of the agreement, after the granting of the Modification Application, which would include a condition on the amended consent requiring that the VPA be entered into.

Recommendation(s)

1. That Council enter into the VPA for 1 Lyons Street Strathfield for the provision of a monetary contribution of \$49,500 towards public car parking after the granting of the Modification Application, which would include a condition on the amended consent requiring that the VPA be entered into.
2. That Council authorise the General Manager or Acting General Manager to sign the VPA and any related documentation under his Power of Attorney.
3. That Council authorise the General Manager to endorse the minor revisions of the VPA documents prior to execution.
4. That the Developer pay the monetary contribution to Council, on or before, the execution of the VPA by Council.

Attachments

- 1 [↓](#) Attachment to Council Report - VPA for 1 Lyons Street Strathfield
- 2 [↓](#) Attachment to Council Report - EN for 1 Lyons Street Strathfield

Explanatory Note

Planning Agreement for the provision of monetary contribution in lieu of Visitor Parking spaces at 1 Lyons Street, Strathfield

Under Section 93F of the Environmental Planning and Assessment (EP&A) Act 1979

1. Parties

The parties to the Planning Agreement are:

- (1) Burwood Council (**Council**)
- (2) Prospect Road Pty Ltd (**Proprietor**)
- (3) Prospect Road Pty Ltd (**Developer**)

2. Description of Subject Land

The land to which the Planning Agreement relates is as follows:

Folio Identifiers: Lot 6 DP 17433
Location: 1 Lyons Street, Strathfield

3. Description of Proposed Change to Development

The Developer has lodged a Development Application (being DA101/2015) which provides a shortfall of one (1) Visitor Parking spaces.

4. Summary of Objectives, Nature and Effect of the Planning Agreement

[Section 25E(1)(a) of the EP&A Regulation 2000]

The offer made by the **Proprietor** and **Developer** as set out in the Planning Agreement is based on the parking provision of Burwood Council's Development Control Plan and is consistent with that provision.

The intent of the Planning Agreement is to ensure that the parking needs of the incoming population into the Burwood local government area are met.

The monetary contributions to be provided by the **Proprietor** and **Developer** under the Planning Agreement is an amount of \$49,500.00, payable on the date of execution of the agreement and before issue of any Construction Certificate.

5. Assessment of the Merits of the Planning Agreement

[Section 25E(1)(b) of the EP&A Regulation 2000]

5.1 The planning purposes served by the Planning Agreement

[Section 25E(2)(e) of the EP&A Regulation 2000]

The Planning Agreement serves the following planning purpose:

The monetary contributions paid by the **Proprietor** and **Developer** under this Planning Agreement will be used by **Council** to develop public carparking facilities within the Strathfield Town Centre.

Whether the Planning Agreement provides for a reasonable means of achieving that purpose:

The planning provision enabling monetary contributions in lieu of parking on-site is contained within Burwood Development Control Plan, a publically exhibited document which was initially adopted by Council on 12 February 2013. The mechanism allows the aggregation of funds by Council for the provision of efficient and sensitively located public carparking facilities.

5.2 Promotion of the public interest

[Section 25E(2)(a) of the EP&A Regulation 2000]

The Planning Agreement promotes the public interest by:

Ensuring the orderly use and development of land by ensuring that the location and design of public carparking facilities function effectively and safely. The Planning Agreement provides for the provision of public carparking in lieu of private-use Visitor Parking.

The Planning Agreement promotes one or more of the objects of the EP&A Act as follows:

- i. The proper management and development of land for the purpose of promoting the social and economic welfare of the community and a better environment;
- ii. The provision and co-ordination of community services and facilities; and
- iii. Opportunities for public involvement and participation in environmental planning and assessment.

5.3 Promotion of the Council's charter

[Section 25E(2)(d) of the EP&A Regulation 2000]

The Planning Agreement promotes one or more of the elements of Council's charter under Section 8 of the Local Government Act 1993 as follows [italicised sections come directly from the Charter]:

Council undertakes to provide *adequate, equitable and appropriate services for the community*. The Planning Agreement provides the monetary resources for Council to assist in the provision of additional public carparking and ensure that those *facilities are managed efficiently and effectively*. Council is the *custodian and trustee of public assets* and has a responsibility to *effectively plan for, account for, and manage the assets*.

Council undertakes to involve *councillors, members of the public, users of facilities and services, and council staff* in its activities. The Planning Agreement process provides an opportunity for the community and stakeholders to be involved and interested people are invited to make comment during the exhibition

period. The public exhibition and the consideration of this matter at Council meetings are intended to *keep the local community informed*.

Council seeks to ensure that it *acts consistently and without bias*, which is why Council's provisions for Planning Agreements which allow for contributions in lieu of parking is set out in its Development Control Plan.

5.4 Capital Works Program

[Section 25E(2)(f) of the EP&A Regulation 2000]

Whether Council has a capital works program, and if so, whether the Planning Agreement conforms with that capital works program:

Council has in place a capital works program, but the program does not, to date, identify additional public carparking facilities within the Strathfield Town Centre. The capital works program is subject to annual review and any proposal for additional public carparking would be initiated where sufficient funds are available.

DEED OF VOLUNTARY PLANNING AGREEMENT IN LIEU OF PARKING

PARTIES

Burwood Council of Suite 1, Level 2, 1-17 Elsie Street Burwood in the State of New South Wales (**Council**).

and

Prospect Road Pty Ltd ACN 604768210 of 9 Ada Avenue, Strathfield, in the State of New South Wales (**Developer**).

Background

- A. On 15 July 2015, the Developer made a Development Application to the Council for Development Consent to carry out the Development on the Land. The Development Application was determined 12 May 2016 by the granting of development consent.
- B. On 14 December 2016, the Developer made a Modification Application to the Council which sought to make amendments to the consent granted in connection with Development Application DA101/2015.
- C. That Modification Application was accompanied by an offer by the Developer to enter into this Planning Agreement to make a monetary contribution to the Council in lieu of one on-site car parking space.

Operative Provisions

1. Planning agreement under the Act

The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

2. Application of this Agreement

This Agreement applies to both the Land and the Development.

3. Operation of this Agreement

This agreement operates from the date that it is executed by both parties and ends on the first to occur of the following:

- (1) It is terminated by operation of law.
- (2) All the obligations on the parties under this agreement are performed or satisfied by the parties.
- (3) The parties agree in writing that the Development will not proceed and the Developer surrenders the Development Consent to Council.
- (4) The Development Consent lapses within the meaning of Section 95 of the Act.

4. Definitions and interpretation

4.1. In this Agreement the following definitions apply:

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

Agreement means this Deed which witnesses the parties' Voluntary Planning Agreement herein. Wherever the word "agreement" appears herein and the context permits, it shall be read as a reference to this Deed.

Approval means any approvals, consents, section 96 modifications, Part 4A certificates or approvals under the Act, certificates, construction certificates, occupation certificates, complying development certificates, permits, endorsements, licences, conditions or requirements (and any variation to them) which may be required by this Planning Agreement or the Development Consent.

Authority means any government, local government, statutory, public, ministerial, administrative, fiscal or other authority or body, and includes the Sydney Planning Panel or such other consent authority as may be lawfully appointed and authorised to grant an Approval, including an accredited certifier defined under the Act.

Business Day means any day except Saturday or Sunday or a day which is a public holiday in Sydney.

Construction Certificate means a certificate issued under Part 4A of the *Environmental Planning and Assessment Act 1979* (NSW) approving building work to be carried out on the Land for the whole or part of the work consented to under the Development Consent on the Land.

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

Development means the development of the Land in accordance with the Development Application DA101/2015 (as modified under Section 96 of the Act) as made by the Developers and as a result of any conditions of Development Consent.

Development Application has the same meaning as in the Act.

Development Consent means consent granted in connection with Development Application DA101/2015 as modified.

Development Contribution means the monetary contribution herein.

Dispute Notice means a notice issued by either party to the other party where there is a dispute in respect of this Planning Agreement.

GST has the same meaning as in the GST Law.

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Land means Lot 6 DP 17433, known as 1 Lyons Street, Strathfield.

Modification Application means the application submitted by the Developer on or near the 14 December 2016 under Section 96 of the Act to amend the Development Consent.

Monetary Contribution means the sum of \$49,500.00 (forty-nine thousand five hundred dollars) exclusive of GST in lieu of one (1) on-site parking space.

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

Planning Agreement means this Planning Agreement.

Public Benefit means the Monetary Contribution.

Public Facilities means the augmentation or improving of public open space, community facilities, or other public facilities as determined by the Council.

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

- 4.2. In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
 - (b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
 - (c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
 - (d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
 - (e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
 - (f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
 - (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
 - (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
 - (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
 - (k) References to the word 'include' or 'including' are to be construed without limitation.
 - (l) A reference to this Agreement includes the agreement recorded in this Agreement.
 - (m) A reference to a party to this Agreement includes a reference to the servants, agents and

contractors of the party, and the party's successors and assigns.

(n) Any schedules and attachments form part of this Agreement.

5. Development Contributions to be made under this Agreement

5.1 The Developer will pay to the Council the Monetary Contribution after Development Consent and prior to the issue of the Construction Certificate for the Development.

5.2 The payment of the Monetary Contribution will be by way of delivery of a bank cheque to the Council which must be:

- (a) made payable to the Council; and
- (b) in a form acceptable to the Council.

5.3 The Developers covenant and agree not to make an application for the issue of any Construction Certificate until the Monetary Contribution required to be made to the Council hereunder has been paid.

5.4 Subsequent to payment of the Monetary Contribution, in the event the Development Consent is not taken up by the Developers or an application for the issue of the Construction Certificate is refused, Council will refund the amount of the Monetary Contribution to the Developers within 14 days of notice being given to Council by the Developers of such event.

5.5 Notwithstanding any refund of the Monetary Contribution pursuant to clause 5.4 of this Agreement, the Planning Agreement shall continue to have effect.

6. Application of the Development Contributions

6.1. The Monetary Contribution paid by the Developer under this Agreement will be used by the Council to develop Public Facilities.

6.2. The Public Facilities will:

- (a) not be provided to coincide with the conduct or completion of the Development;
- (b) be constructed at a time determined by the Council at its absolute discretion;
- (c) be available for use by the general public and will not be restricted for use by patrons of the Development.

7. Application of section 94 and section 94a of the Act to the Development

7.1. This Planning Agreement does not exclude the application of:

- (a) section 94 or section 94A of the Act;
- (b) any Affordable Housing Levy;
- (c) any other monetary contributions;

in connection with Development Application DA101/2015 as modified. Benefits under the Planning Agreement are not to be taken into account in determining a development contribution

under section 94 or section 94A.

8. Registration of this Agreement

8.1. The Developer further covenants with the Council:

- (a) that prior to the issue of any Construction Certificate for the Development, or within such further time as the parties hereto agree, they shall do all things reasonably necessary to obtain the consent to the registration to this Agreement over the title to the Land pursuant to section 93H of the Act from all persons who have the interest in the Land;
- (b) that forthwith after receiving the consents specified in subclause (a) hereof they shall cause this Agreement to be registered on the title of the Land;
- (c) that if this Agreement is not registered on the title to the Land, and if the Developer should propose to sell the Land or any part thereof then it shall:
 - i. within seven (7) days of listing the Land or any part thereof for sale, either through an agent or privately, notify the Council of such intention;
 - ii. as a condition of sale, require that the incoming purchaser enter into with Council a like agreement to this present Agreement in which substantially the same covenants as set out herein shall apply;
 - iii. within seven (7) days of exchange of contracts, notify the Council of the sale and provided the Council with a copy of the contract;
 - iv. within twenty one (21) days of receipt from the Council of a replacement agreement between the Council and the purchaser substantially in the form of this Agreement, have it executed by the purchaser and return it to the Council.
- v.

8.2. The Developer further covenants and agrees with the Council that pending the registration of this Agreement on the title of the Land as required by clause 8.1, the Council shall be entitled to register a caveat at Land & Property Management Authority over the title to the Land to protect its interest therein pursuant to this Agreement.

9. Acknowledgements

- 9.1. The Developer acknowledges that the Council may include a notation on Planning Certificates under section 149(5) of the Act in relation to this Agreement.
- 9.2. The parties acknowledge that the Council is a consent authority with statutory rights and obligations pursuant to the terms of the Act and other legislation.

10. Dispute Resolution

10.1. If a party believes that there is a dispute in respect of this Agreement then:

- (a) the party must give notice in writing to the other party stating that there is a dispute (the Dispute Notice); and
- (b) the Dispute Notice must outline:

- i. what the party believes the dispute to be;
 - ii. what the party wants to achieve;
 - iii. what the party believe will settle the dispute; and
 - iv. who will be the party's representative to negotiate the dispute.
- 10.2. Within fifteen (15) business days of a Dispute Notice being served, the representatives of each of the parties must meet in order to resolve the dispute.
- 10.3. Both parties must adhere to the dispute resolution procedure set out in this Planning Agreement. The only time that either party may depart from the dispute resolution procedure set out in this clause is when urgent interlocutory relief is required to restrain a breach or threatened breach of this Planning Agreement.
- 10.4. If the parties cannot resolve the dispute after adhering to the dispute resolution procedure set out in this Planning Agreement then either party may seek any other avenues available to it in order to resolve the dispute.

11. Enforcement

- 11.1. This Planning Agreement may be otherwise enforced by either party in any court of competent jurisdiction.
- 11.2. For the avoidance of doubt, nothing in this Planning Agreement prevents:
 - (a) a party from bringing proceedings in the Land Environment Court to enforce any aspect of this Planning Agreement or any matter to which this Planning Agreement relates; and
 - (b) the Council from exercising any function under the Act or law relating to the enforcement of any aspect of this Planning Agreement or any matter to which this Planning Agreement relates.
- 11.3. The rights of the Council expressly provided for herein are cumulative and in addition to and not exclusive of the rights of the Council existing at law or which the Council would otherwise have available to it.

12. Notices

- 12.1. Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
 - (a) Delivered or posted to that Party at its address set out below.
 - (b) Faxed to that Party at its fax number set out below.
 - (c) Emailed to that Party at its email address set out below.

Council

Attention: The General Manager

ATTACHMENT 2

ITEM 65/17 Voluntary Planning Agreement - 1 Lyons Street Strathfield.DOC Attachment to Council Report - EN for 1 Lyons Street Strathfield

Address: Suite 1, Level 2, 1-17 Elsie Street Burwood 2134
Post: PO Box 240, Burwood NSW 1805
Fax Number: (02) 9911 9900
Email: council@burwood.nsw.gov.au

Developer

Attention: Kanaan Kanaan
Nabil Kanaan
Address: 9 Ada Avenue Strathfield NSW 2135
Post: 9 Ada Avenue Strathfield NSW 2135
Email: kanaan@kompleteconstruction.com.au

- 12.2. If a Party gives the other Party three (3) business days' notice of a change of its address or fax number or email, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address, fax number, or email address.
- 12.3. Any notice, consent, information, application or request is to be treated as given or made at the following time:
- (a) If it is delivered, when it is left at the relevant address.
 - (b) If it is sent by post, two (2) business days after it is posted.
 - (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
 - (d) If it is sent by email, at the time it is sent.
- 12.4. If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

13. Approvals and consent

Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

14. Assignment and Dealings

The Developer agrees that this Planning Agreement shall be binding upon the Proprietor and

the Developer and upon their respective transferees, assignees or successors.

15. Costs

- 15.1. The Developer shall bear the Council's costs directly related, and incidental to negotiating, preparing, executing, stamping and registering the Planning Agreement, including any costs of lodging/removing caveats on the title to the Land.
- 15.2. The Developer will pay Council's reasonable legal costs not exceeding \$5,000.00 (five thousand dollars) directly related, and incidental to negotiating, preparing, executing, stamping and registering the Planning Agreement and of drafting, registering and removing caveats on the title to the Land.

16. Entire agreement

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

17. Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

18. Governing law and jurisdiction

This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

19. Joint and individual liability and benefits

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by two (2) or more persons binds them jointly and each of them individually, and any benefit in favour of two (2) or more persons is for the benefit of them jointly and each of them individually.

20. No fetter

Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

21. Representations and warranties

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

22. Severability

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal,

unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

23. Modification

No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

24. Waiver

The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

25. Explanatory note

The explanatory note put on exhibition with this Planning Agreement is not to be used in construing the terms of this Planning Agreement.

26. GST

- 26.1. All words in this clause which are also defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ("the GST Act") have a corresponding meaning to that in the GST Act.
- 26.2. Any consideration expressed in this Agreement is, unless otherwise specified, GST exclusive and does not include any amount for, or on account of, GST.
- 26.3. Where a party to this Planning Agreement is taken to have made a supply to another party, the recipient of that supply must, in addition to the consideration payable for the supply and when paying the consideration for the supply, also pay to the maker of the supply an amount equal to the GST payable in respect of that supply. The recipient of a supply must also pay the GST payable in respect of a supply for which no monetary consideration is payable when the maker of the supply demands payment.
- 26.4. The maker of a supply must give the recipient a tax invoice in the form required by the GST Act at the same time it receives payment from the recipient of the GST payable for that supply.
- 26.5. Despite any other provision of this Planning Agreement, any amount payable under this Planning Agreement, which is calculated by reference to an amount paid or incurred by a party to this Planning Agreement, is reduced by the amount of any input tax credit to which that party or a member of its GST Group is entitled in respect of that amount.

27. Confidentiality

The terms of this Planning Agreement are not confidential and this Planning Agreement may be treated as a public document and exhibited or reported without restriction by any party.

28. Release from Planning Agreement

ATTACHMENT 2

ITEM 65/17 Voluntary Planning Agreement - 1 Lyons Street Strathfield.DOC **Attachment to Council Report - EN for 1 Lyons Street Strathfield**

Once the Council is satisfied that the Developers have fully complied with all of its obligations under this Planning Agreement, the Council agrees to provide a full release and discharge of this Planning Agreement with respect of the whole of the Land. In such circumstances the Council will do all things reasonably necessary, including the execution of any documents to enable the Developers to remove any caveat and the notation of this Planning Agreement on the title to the Land.

ATTACHMENT 2

ITEM 65/17 Voluntary Planning Agreement - 1 Lyons Street Strathfield.DOC
Attachment to Council Report - EN for 1 Lyons Street Strathfield

EXECUTED AS AN AGREEMENT

Signed for and on behalf of **Burwood Council**)
by its attorney, **Michael Gerard McMahon**,)
under power of attorney dated 6 July 2011)
registered book 4615 number 590, in the)
presence of:

.....
Signature of Witness

.....
Signature of Attorney
Michael Gerard McMahon

.....
(Print) Name of Witness

.....
(Print) Full Name of Attorney

Level 2, 1 – 17 Elsie Street, Burwood, New
South Wales, 2134

.....
(Print) Address

By executing this document, the attorney
certifies that he has not received notification of
revocation of the power of attorney.

On behalf of **Prospect Road Pty Ltd**

Prospect Road Pty Ltd ACN 604768210)
executed this agreement pursuant to section 127)
of the Corporations Act by:)

.....
Signature of Director/Secretary

.....
Signature of Director

.....
Print Full Name of Director/Secretary

.....
Print Name of Director

ATTACHMENT 2

ITEM 65/17 Voluntary Planning Agreement - 1 Lyons Street Strathfield.DOC
Attachment to Council Report - EN for 1 Lyons Street Strathfield

Date

(ITEM 66/17) VOLUNTARY PLANNING AGREEMENT - 11-13 BURWOOD ROAD BURWOOD

File No: 17/41343

REPORT BY DEPUTY GENERAL MANAGER LAND, INFRASTRUCTURE & ENVIRONMENT

Summary

A draft Voluntary Planning Agreement (VPA) and Explanatory Note (EN) prepared in connection with a Modification Application for 11-13 Burwood Road Burwood has been publicly notified in accordance with the relevant legislation. The draft VPA provides for the developer to pay a monetary contribution to Council in exchange of additional development on the site. Council's endorsement is now sought to enter into the VPA after the granting of the Modification Application.

Background

The Modification Application proposes to modify the original Development Consent BD.2014.098 for changes to level nine and a new additional level 10 consisting of three new apartments.

The proposal seeks an additional 318 m² of floor space over that which is permitted by the Burwood Local Environmental Plan 2012 (BLEP), equivalent to 10% increase. The floor space ratio (FSR) limit within Burwood Road North is 3:1, while the development proposes 3.3:1.

The VPA provides for the developer to pay a monetary contribution to Council in exchange of the additional floor space. The amount of the monetary contribution is determined to be \$1,100 per square metre of additional floor space in the development as per Council's Schedule of Fees and Charges. The total monetary contribution payable is \$349,800.

The documents were referred to Council's solicitors for their advice and vetting. The draft VPA and EN have been modified in negotiation with the applicant to resolve discrepancies and anomalies identified by Council's solicitors.

Further minor revisions of the draft VPA and EN may be necessary prior to execution, e.g. updating footer or insertion of dates. Any changes will not alter the purpose or intention of the VPA.

A copy of the draft VPA and EN is attached. The VPA provides for the applicant to pay a monetary contribution of \$349,800 to Council upon its execution.

Consultation

Following the modification and negotiation of the document contents, the draft VPA and EN were publicly notified for a period of at least 28 days from 1 August 2017 to 29 August 2017. The public notice was placed in the local newspaper and on Council's website. Hard copies were also made available to view at Council's Customer Service Centre. No submissions have been received in response to the public exhibition.

Planning or Policy Implications

Council has a *Planning Agreements Policy* which has been referenced in the progression of this matter. The Policy contains an acceptability test which stipulates the matters that Council should consider when determining whether or not to enter into a VPA. Consideration of these matters against the draft VPA is outlined below:

1. The VPA is directed towards a proper or legitimate planning purpose. The VPA provides funds to Council to be used to provide the augmentation or improvement of open space, community facilities, or other public facilities, consistent with the *Burwood Open Space and Community Facilities Study*.

2. The VPA would result in a public benefit. The monetary contribution of \$349,800 to Council would be used towards public facilities.
3. The VPA provides a reasonable means of achieving the relevant purpose. The *Burwood Open Space and Community Facilities Study* recommended a monetary contribution rate for additional development.
4. The VPA would be taken into consideration in the assessment of the Modification Application. The Modification Application must stand on its own merits from a design, planning and amenity perspective, which has been the subject of a separate and independent planning assessment. If the VPA is not entered into, approval of the Modification Application could not be granted.
5. The VPA would produce outcomes that meet the general values and expectations of the community, and protect the overall public interest. The provision, augmentation and improvement of public facilities by Council are aligned with the expectation of the community. The VPA provides Council with the financial resources to help assist in the delivery.
6. The VPA promotes Council's strategic objectives as outlined in Clause 2.1 of Council's *Planning Agreements Policy*, particularly:
 - Objective 'a' – *to provide an enhanced and more flexible development contributions system for Council*. The VPA encourages flexibility by enabling a monetary contribution towards public facilities, to the mutual benefit of the developer and the community.
 - Objective 'b' – *to supplement or replace, as appropriate, the application of s94 and s94A of the Act to development*. The VPA supplements Council's *Section 94A Plan* because the VPA contribution is on top of established Section 94A contributions.
 - Objective 'e' – *to lever planning benefits from development wherever possible*. The VPA would facilitate the provision of public facilities, which represents a public benefit.
7. The VPA conforms to the fundamental principles governing the Council's use of planning agreements as set out in Clause 2.2 of the *Planning Agreements Policy*, particularly:
 - *Principle 'a' – planning decisions may not be bought or sold through planning agreements*. Council is not obliged to support the Modification Application and instead, each application must be considered on its merits.
 - *Principle 'd' – Council will not use planning agreements for any purpose other than a proper planning purpose*. The manner in which the VPA is proposed to be used is in accordance with Council's studies.
8. There are not considered to be any circumstances that may preclude the Council from entering into the VPA should it determine to do so.

Financial Implications

The VPA would provide for a monetary contribution of \$349,800 to Council towards the provision, augmentation and/or improvement of open space, community facilities, or other public facilities. Council would be obliged under legislation to allocate the contributions and any return on its investment to the provision of, or the recoupment of the cost of providing public facilities. The provision of public facilities by Council would not coincide with the completion of the subject development, and would be undertaken at a time determined by Council at its discretion.

Conclusion

Council's endorsement is now sought to enter into the VPA for 11-13 Burwood Road Burwood. The VPA would provide Council a monetary contribution of \$349,800 towards public facilities. It is recommended that the execution of the VPA by Council authorising the signing of the agreement, after the granting of the Modification Application but prior to the issue of the modified Construction Certificate, which would include a condition of consent on the amended consent requiring that the VPA be entered into.

Recommendation(s)

1. That Council enter into the VPA for 11-13 Burwood Road Burwood for the provision of a monetary contribution of \$349,800 towards public facilities after the granting of the Modification Application, which would include a condition on the amended consent requiring that the VPA be entered into.
2. That Council authorise the General Manager or Acting General Manager to sign the VPA and any related documentation under his Power of Attorney.
3. That Council authorise the General Manager to endorse the minor revisions of the VPA documents prior to execution.
4. That the Developer pay the monetary contribution (dollar value dependant on the final determination of the Modification Application in relation to floor space) to Council, on or before, the execution of the VPA by Council.

Attachments

- 1 [↓](#) Attachment to Council Report - VPA for 11-13 Burwood Road Burwood
- 2 [↓](#) Attachment to Council Report - EN for 11-13 Burwood Road Burwood

PLANNING AGREEMENT - Explanatory Note

Environmental Planning and Assessment Regulation 2000 (NSW) (EP&A Regulation 2000)

Planning Agreement for the provision of monetary contribution for public benefit at 11 & 13 Burwood Road, Burwood NSW 2134

Under Section 93F of the *Environmental Planning and Assessment Act 1979 (NSW)* (EP&A Act)

1. Parties

The parties to the Planning Agreement are:

- (1) Burwood Council (**Council**); and
 - (2) Australia Globe Industry & Commerce Pty Ltd; and
 - (3) Jinda (Aust) Industrial Pty. Ltd
- (the **Developers**)

2. Description of Subject Land

Folio Identifiers: Lot 100 in Deposited Plan DP 1226882 (formerly Lot 1 in Deposited Plans DP975842 & DP748857)
Location: 11 & 13 Burwood Road, Burwood NSW 2134

3. Description of Proposed Development

The Developers have lodged a development application (being DA/098/2014) for the land which proposes demolition of existing buildings and construction of a mixed use development with basement parking. The application includes a voluntary planning agreement for material and financial contribution to Council as a public benefit as part of the application seeking approval for additional gross floor space of 318 m² of residential floor space above what the Burwood LEP would normally allow overall.

4. Summary of Objectives, Nature and Effect of the Planning Agreement

[Clause 25E(1)(a) of the *Environmental Planning and Assessment Regulation 2000 (NSW)* (EP&A Regulation 2000)]

The intent of the Planning Agreement is to ensure that public benefits are provided in the form of provision, augmentation or improvement of open space, community facilities or other public facilities as proposed by the development application and determined by Council.

The Planning Agreement is proposed to require a monetary contribution for an amount of \$349,800 (excluding GST) being \$1,100.00 (excluding GST) per square metre (318m²) of GFA in excess of the permitted GFA limit for the development payable after development consent is granted and before issue of a Construction Certificate.

5. Assessment of the Merits of the Planning Agreement

[Clause 25E(1)(b) of the EP&A Regulation 2000]

5.1 The planning purposes served by the Planning Agreement

[Clause 25E(2)(e) of the EP&A Regulation 2000]

The Planning Agreement serves the following planning purpose:

- The monetary contributions paid by the **Developers** under this Planning Agreement will be used by **Council** to provide, augment, or improve open space, community facilities, or other public facilities as determined by Council.

Whether the Planning Agreement provides for a reasonable means of achieving that purpose:

- Council has conducted an Urban Design Study which revealed that in parts of the Burwood Town Centre, including the area in which the subject land is located, there is some potential for a maximum increase of 10% in FSR. Council has also prepared a Burwood Open Space and Community Facilities Study, which identified public benefit requirements in the Burwood Local Government Area .
- The Planning Agreement will secure a considerable material benefit to the public as the Council is to use, or put the monetary contribution towards, the provision of material benefits such as civil infrastructure, public domain upgrades and facilities for the Burwood Town Centre, which will not only benefit the users and those in the immediate vicinity of the Burwood Town Centre but the wider Burwood population. This is considered to be a substantial public benefit and the Planning Agreement achieves this objective of delivering the benefit.

5.2 Promotion of the public interest

[Clause 25E(2)(a) and (c) of the EP&A Regulation 2000]

The Planning Agreement promotes the public interest by:

- Ensuring the orderly use and development of land by ensuring that public benefits are provided where a development site achieves additional FSR.

The Planning Agreement promotes one or more of the objects of the EP&A Act as follows:

- The proper management and development of land for the purpose of promoting the social and economic welfare of the community and a better environment;
- The provision and co-ordination of community services and facilities; and
- Opportunities for public involvement and participation in environmental planning and assessment.

5.3 Promotion of the Council's charter

[Clause 25E(2)(d) of the EP&A Regulation 2000]

The Planning Agreement promotes one or more of the elements of Council's charter under Section 8 of the *Local Government Act 1993* (NSW) as follows [italicised sections come directly from the Charter]:

- Councils should plan strategically, using the integrated planning and reporting framework, for the provision of effective and efficient services and regulation to meet the diverse needs of the local community.* The Planning Agreement provides the monetary resources to

assist Council in the provision of civil infrastructure, public domain upgrades and facilities for the augmentation, or improvement of open space, community facilities, and other public facilities for the Burwood Town Centre and ensures that those *facilities are managed efficiently and effectively*. Council is the *custodian and trustee of public assets* and has a responsibility to *effectively plan for, account for, and manage the assets*.

- (ii) *Councils should actively engage with their local communities, through the use of the integrated planning and reporting framework and other measures.* The Planning Agreement process provides an opportunity for the community and stakeholders to be involved and interested people are invited to make comment during the exhibition period. The public exhibition and the consideration of this matter at Council meetings are intended to *keep the local community informed*.

5.4 Capital Works Program

[Clause 25E(2)(f) of the EP&A Regulation 2000]

Whether Council has a capital works program, and if so, whether the Planning Agreement conforms with or promotes that capital works program:

- Council has in place a capital works program, but the program does not, to date, identify public benefits within the Burwood Town Centre.
- Council has prepared a Burwood Community Facilities and Open Space Study which identifies works and improvements to community facilities and open space to be carried out. These are known as public benefits. This study will inform the capital works program as it is reviewed annually where those public benefits will be included within the capital works program including when and where sufficient funds are available.

6. Whether the draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate is issued.

[Clause 25E(2)(g) of the EP&A Regulation 2000]

The Planning Agreement provides that the Monetary Contribution be paid prior to the issue of a construction certificate for the proposed development.

PLANNING AGREEMENT

PARTIES

Burwood Council of Suite 1, Level 2, 1-17 Elsie Street Burwood in the State of New South Wales (the **Council**).

and

Australia Globe Industry & Commerce Pty Ltd ACN 082 006 077 of 17 Denning St. Drummoyne in the State of New South Wales.

and

Jinda (Aust) Industrial Pty. Ltd. ACN 082 019 887 of 17 Denning St. Drummoyne in the State of New South Wales.

(the **Developers**)

Background:

- A. The Developers are the registered proprietor of the Land. The Land is situated 11 & 13 Burwood Road, Burwood NSW 2134
- B. On 21/04/17, Development Application No. DA/098/2014 was submitted by the Developers to the Council for development consent for development to be carried out on the Land for the purpose of Demolition of existing buildings and construction of a mixed use development with basement parking (the Development Application).
- C. The Development Application was accompanied by an offer by the Developers to enter into this Agreement to make a monetary contribution towards the provision, augmentation or improvement of open space, community facilities, and other public facilities as determined by the Council if the Development Consent was granted.
- D. As contemplated by section 93F of the Act, the parties wish to enter into this Planning Agreement with respect to a 10% increase in floor space ratio (FSR) for the Land contemplated by the Development upon the Development Consent.

Operative Provisions

1. Planning Agreement under the Act

The Parties acknowledge and agree that this Agreement is a planning agreement within the meaning of section 93F of the Act and is governed by Part 4 of the Act.

2. Application of this Planning Agreement

This Agreement applies to the Land.

3. Operation of this Planning Agreement

- 3.1 The parties are to execute this Agreement immediately following the grant of the Development Consent by the Council of Development Application No. DA/098/2014.
- 3.2 This Planning Agreement shall operate from the date of execution of this Agreement, subject to clause 3.3.
- 3.3 This Agreement will remain in force until:
- (a) It is terminated by operation of Law; or
 - (b) all obligations are performed or satisfied; or
 - (c) the Development Consent is surrendered; or
 - (d) it is otherwise discharged or terminated in accordance with the terms of this Agreement.

4. Definitions and interpretation

- 4.1 In this Agreement the following definitions apply:

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

Agreement means this planning agreement.

Approval means any approvals, consents, section 96 modifications, Part 4A certificates or approvals under the Act, certificates, construction certificates, occupation certificates, complying development certificates, permits, endorsements, licences, conditions or requirements (and any variation to them) which may be required by this Planning Agreement or the Development Consent.

Authority means any government, local government, statutory, public, ministerial, administrative, fiscal or other authority or body, and includes the Joint Regional Planning Panel or such other consent authority as may be lawfully appointed and authorised to grant an Approval, including an accredited certifier defined under the Act.

Business Day means any day except Saturday or Sunday or a day which is a public holiday in Sydney.

Construction Certificate means a certificate issued under Part 4A of the Act approving building work to be carried out on the Land for the whole or part of the work consented to under the Development Consent on the Land.

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

Development means the development of the Land in accordance with the Development Application No. DA/098/2014 as made by the Developer and as a result of any conditions of Development Consent.

Development Consent means the consent granted in connection with Development Application No. DA/098/2014.

Development Contribution means a monetary contribution, the dedication of land free of cost or the provision of a material public benefit.

GST has the meaning as in the GST Law.

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of GST.

Land means Lot 100 in Deposited Plan DP1226882 (formerly Lot 1 in Deposited Plans DP975842 & DP748857) situated at and known as 11-13 Burwood Road, Burwood, NSW 2134.

Law means:

- a) the common law including principles of equity; and
- b) the requirement of all statutes, rules, ordinances, codes, instruments, regulations, proclamations, by-laws or consent by an Authority,

that presently apply or that may apply in the future.

Monetary Contribution means the sum of \$349,800 excluding GST representing \$1,100 x 318m².

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

Public Benefit means the Monetary Contribution.

Public Facilities means the augmentation or improving of open space, community facilities, or other public facilities as determined by the Council.

4.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- (c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars.
- (e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (f) A reference in this Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

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- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and reference to any gender denotes the other genders.
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Agreement includes the agreement recorded in this Agreement.
- (m) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (n) Any schedules and attachments form part of this Agreement.

5. Development Contributions to be made under this Agreement

- 5.1 The Developers must pay to the Council the Monetary Contribution after the Development Consent is granted and prior to the issue of any Construction Certificate for the Development.
- 5.2 The payment of the Monetary Contribution must be by way of the delivery of a bank cheque to the Council which must be:
 - (a) made payable to the Council; and
 - (b) in a form acceptable to the Council.
- 5.3 The Monetary Contribution will be taken to have been made when the Council notifies the Developer in writing that the bank cheque has been received and cleared funds or electronic funds have been deposited in the Council's bank account.
- 5.4 The Developers each covenant and agree not to make an application for the issue of any Construction Certificate until the Monetary Contribution required to be made to the Council hereunder has been paid.
- 5.5 Subsequent to payment of the Monetary Contribution, in the event the Development Consent is not taken up by the Developers or an application for the issue of the Construction Certificate is refused, Council will refund any amount of the Monetary Contribution paid by the Developer to the Council to the Developers within 14 days of notice being given to Council by the Developers of such event.
- 5.6 Notwithstanding any refund of the Monetary Contribution pursuant to clause 5.5 of this Agreement, the Agreement shall continue to have effect.
- 5.7 In the event the Development Consent expires, is abandoned, is surrendered, or ceases to have effect, the Agreement will also expire and cease to have effect and from that point on not be binding on any party.

6. Application of the Development Contributions

- 6.1 The Monetary Contribution paid by the Developers under this Agreement will be used by the Council to develop and provide Public Facilities.

6.2 The Public Facilities will:

- (a) not be provided to coincide with the conduct or completion of the Development;
- (b) be constructed at a time determined by the Council at its absolute discretion;
- (c) be available for use by the general public and will not be restricted for use by patrons of the Development.

7. Application of section 94 and section 94A of the Act to the Development

This Agreement does not exclude the application of:

- (a) section 94 or section 94A of the Act;
- (b) any affordable Housing Levy;
- (c) any other monetary contributions;

in connection with Development Application No. DA/098/2014. Benefits under the Agreement are not to be taken into consideration in determining a development contribution under section 94 or section 94A of the Act.

8. Registration of this Agreement

8.1 The Developers each covenant and agree:

- (a) that prior to the issue of any Construction Certificate for the Development, or within such further time as the parties hereto agree, they shall take all practical steps to procure the lodgement of this Agreement over the title to the Land pursuant to section 93H of the Act from all persons who have an interest in the Land at their own expense with the Registrar-General as soon as reasonably practicable after the Agreement is entered into by the Parties;
- (b) that forthwith after receiving the consents specified in subclause (a) hereof they shall cause this Agreement to be registered on the title of the Land;
- (c) that if this Agreement is not registered on the title to the Land, and if the Developers should propose to sell the Land or any part thereof then it shall:
 - (i) within seven (7) days of listing the Land or any part thereof for sale, either through an agent or privately, notify the Council of such intention;
 - (ii) as a condition of any sale, require that the incoming purchaser enter into with Council a like agreement to this present Agreement in which substantially the same covenants as set out herein shall apply;
 - (iii) within seven (7) days of exchange of contracts for the sale, notify the Council of the sale and provide the Council with a copy of the contract;
 - (iv) within twenty one (21) days of receipt from the Council of a replacement agreement between the Council and the purchaser substantially in the form

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of this Agreement, have it executed by the purchaser and return it to the Council;

- (v) that if this Agreement is not registered on the title to the Land, and if the Proprietor should propose otherwise than by sale to transfer or assign its interest in the Land or any part thereof to a transferee or assignee, then it shall before effecting such assignment or transfer have the incoming transferee or assignee enter into an agreement with the Council substantially in the form of this Agreement insofar as concerns the interest assigned or transferred and shall provide same to the Council.

- 8.2 The Developers further covenant and agree with the Council that pending the registration of this Agreement on the title of the Land as required by clause 8.1, the Council shall be entitled to register a caveat at Land & Property Information over the title to the Land to protect its interest therein pursuant to this Agreement

9. Acknowledgements

- 9.1 The Developers acknowledge that the Council may include a notation on Planning Certificates under section 149(5) of the Act in relation to this Agreement.
- 9.2 The parties acknowledge that the Council is a consent authority with statutory rights and obligations pursuant to the terms of the Act and other legislation.

10. Dispute resolution

- 10.1 If a party believes that there is a dispute in respect of this Agreement then:
 - (a) the party must give notice in writing to the other party stating that there is a dispute (the Dispute Notice); and
 - (b) the Dispute Notice must outline:
 - (i) what the party believes the dispute to be;
 - (ii) what the party wants to achieve;
 - (iii) what the party believes will settle the dispute; and
 - (iv) who will be the party's representative to negotiate the dispute.
- 10.2 Within fifteen (15) business days of a Dispute Notice being served, the representatives of each of the parties must meet in order to resolve the dispute.
- 10.3 Both parties must adhere to the dispute resolution procedure set out in this Agreement. The only time that either party may depart from the dispute resolution procedure set out in this clause is when urgent interlocutory relief is required to restrain a breach or threatened breach of this Agreement.
- 10.4 If the parties cannot resolve the dispute after adhering to the dispute resolution procedure set out in this Agreement then either party may seek any other avenues available to it in order to resolve the dispute.

11. Enforcement

- 11.1 This Planning Agreement may be otherwise enforced by either party in any court of competent jurisdiction.
- 11.2 For the avoidance of doubt, nothing in this Agreement prevents:
- (a) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Agreement or any matter to which this Agreement relates; and
 - (b) the Council from exercising any function under the Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.
- 11.3 The rights of the Council expressly provided for herein are cumulative and in addition to and not exclusive of the rights of the Council existing at law or which the Council would otherwise have available to it.

12. Notices

- 12.1 Any notice, consent, information, application or request that must or may be given or made to a party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
- (a) Delivered or posted to that party at its address set out below.
 - (b) Faxed to that party at its fax number set out below.
 - (c) Email to that party at its email address set out below.

Council

Attention: The General Manager

Address: Suite 1, Level 2, 1-17 Elsie Street Burwood 2134

Post: PO Box 240, Burwood NSW 1805

Fax Number: (02) 9911 9900

Email: council@burwood.nsw.gov.au

Developers

Attention: Jing Fang Yu

Address: 17 Denning St, Drummoyne NSW 2047

Post: PO Box 866 Drummoyne NSW 1470

Fax Number: N/A

Email: anna.landmax@gmail.com

- 12.2 If a party gives the other party three (3) business days' notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or faxed to the latest address or fax number.
- 12.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:
- (a) If it is delivered, when it is left at the relevant address.
 - (b) If it is sent by post, two (2) business days after it is posted.
 - (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error-free transmission to the correct fax number.
- 12.4 If any notice, consent, information, application or request is delivered, or an error-free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5:00pm on that day on the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

13. Approvals and consent

Except as otherwise set out in this Agreement, and subject to any statutory obligations, a party may give or withhold an approval or consent to be given under this Agreement in that party's absolute discretion and subject to any conditions determined by the party. A party is not obligated to give its reasons for giving or withholding consent or for giving consent subject to conditions.

14. Assignment and dealings

The Developers agree that this Agreement shall be binding upon the Developers and upon their respective transferees, assignees or successors.

15. Costs

- 15.1 The Developers shall bear the Council's costs directly related, and incidental to negotiating, preparing, executing, stamping and registering the Agreement, including any costs of lodging/removing caveats on the title to the Land.
- 15.2 The Developers will pay Council's reasonable legal costs not exceeding \$5,000.00 (five thousand dollars) directly related, and incidental to negotiating, preparing, executing, stamping and registering the Agreement and of drafting, registering and removing caveats on the title to the Land.

16. Entire Agreement

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party,

or by a director, officer, agent or employee of that party, before this Agreement was executed, except as permitted by law.

17. Further acts

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

18. Governing law and jurisdiction

This Agreement is governed by the law of New South Wales. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

19. Joint and individual liability and benefits

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by two (2) or more persons binds them jointly and each of them individually, and any benefit in favour of two (2) or more persons is for the benefit of them jointly and each of them individually.

20. No fetter

Nothing in this Agreement shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be constructed as limiting or fettering in any way the exercise of any statutory discretion or duty.

21. Representations and warranties

The parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

22. Severability

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

23. Modification

No modification of this Agreement will be of any force or effect unless it is in writing and signed by the parties to this Agreement.

24. Waiver

The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement, does not amount to a waiver of any obligations of, or breach of obligations by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

25. Explanatory note

The explanatory note put on exhibition with this Agreement is not to be used in construing the terms of this Agreement.

26. GST

- 26.1 All words in this clause which are also defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ("the GST Act") have a corresponding meaning to that in the GST Act.
- 26.2 The consideration for any supply under this Agreement excludes GST.
- 26.3 Where a party to this Agreement is taken to have made a supply to another party, the recipient of that supply must, in addition to the consideration payable for the supply and when paying the consideration for the supply, also pay to the maker of the supply an amount equal to the GST payable in respect of that supply. The recipient of a supply must also pay the GST payable in respect of a supply for which no monetary consideration is payable when the maker of the supply demands payment.
- 26.4 The maker of a supply must give the recipient a tax invoice in the form required by the GST Act at the same time it receives payment from the recipient of the GST payable for that supply.
- 26.5 Despite any other provision of this Agreement, any amount payable under this Agreement, which is calculated by reference to an amount paid or incurred by a party to this Agreement, is reduced by the amount of any input tax credit to which that party or a member of its GST Group is entitled in respect of that amount.

27. Confidentiality

The terms of this Planning Agreement are not confidential and this Agreement may be treated as a public document and exhibited or reported without restriction by any party.

28. Release from Planning Agreement

Once the Council is satisfied that the Developers have fully complied with all of their obligations under this Agreement, the Council agrees to provide a full release and discharge of this Agreement with respect of the whole of the Land. In such circumstances the Council will do all things reasonably necessary, including the execution of any documents to enable the Developers to remove any caveat and the notation of this Agreement on the title to the Land.

ATTACHMENT 2

ITEM 66/17 Voluntary Planning Agreement - 11-13 Burwood Road Burwood.DOC Attachment to Council Report - EN for 11-13 Burwood Road Burwood

EXECUTED AS AN AGREEMENT

Signed for and on behalf of **Burwood Council** by)
its attorney, **Michael Gerard McMahon**, under)
power of attorney dated 6 July 2011 registered)
book 4615 number 590, in the presence of:)

.....
Signature of Witness

.....
(Print) Name of Witness

.....
Signature of Attorney

.....
Michael Gerard McMahon

.....
(Print) Full Name of Attorney

.....
Level 2, 1 - 17 Elsie Street, Burwood, New South
Wales, 2134

.....
(Print) Address

By executing this document, the attorney certifies
that he has not received notification of revocation
of the power of attorney.

On behalf of Australia Globe Industry & Commerce Pty Ltd:

Australia Globe Industry & Commerce Pty Ltd)
ACN 082 006 077 executed this agreement)
pursuant to section 127 of the Corporations)
Act in the presence of:)

.....
Signature of Director/Secretary

.....
Print Full Name of Director/Secretary

.....
Date

.....
Signature of Director

.....
Print Name of Director

ATTACHMENT 2

ITEM 66/17 Voluntary Planning Agreement - 11-13 Burwood Road Burwood.DOC Attachment to Council Report - EN for 11-13 Burwood Road Burwood

On behalf of Jinda (Aust) Industrial Pty. Ltd.:

Jinda (Aust) Industrial Pty. Ltd. ACN 082 019)
887 executed this agreement pursuant to)
section 127 of the Corporations Act in the)
presence of:)

.....
Signature of Director/Secretary

.....
Signature of Director

.....
Print Full Name of Director/Secretary

.....
Print Name of Director

.....
Date

(ITEM 67/17) VOLUNTARY PLANNING AGREEMENT - 2-14 ELSIE STREET BURWOOD

File No: 17/45031

REPORT BY DEPUTY GENERAL MANAGER LAND, INFRASTRUCTURE & ENVIRONMENT

Summary

A draft Voluntary Planning Agreement (VPA) and Explanatory Note (EN) in connection with Development Application (DA) for 2-14 Elsie Street Burwood have been publicly notified in accordance with the relevant legislation. The draft VPA will provide for the developer to pay a monetary contribution to Council for additional floor space. Council's endorsement is sought to enter into the VPA after the granting of the consent for the DA, subject to the contribution amount being based on the rate most recently adopted by Council.

Background

DA 14/2017 proposes to add three storeys consisting of an additional 11 units to an approved 15 storey residential tower. The initial proposal seeks to provide 1,206.65m² of additional Gross Floor Area (GFA), or a 10% increase in the maximum Floor Space Ratio (FSR) permitted by the *Burwood Local Environmental Plan* (BLEP).

Draft VPA and EN

The draft VPA will:

- Provide a monetary contribution to Council for the purposes of providing, augmenting or improving open space, community facilities or other public facilities as determined by Council in accordance with the *Burwood Open Space and Community Facilities Study* undertaken for Council
- Provide the developer, in exchange for making the monetary contribution, additional FSR over the development site, based on the *Burwood Town Centre Urban Design Study* undertaken for Council, which recommended a maximum 10% FSR increase.

Under the draft VPA the developer proposes to pay Council \$1,327,315, based on the monetary contribution rate of \$1,100/m² additional GFA. The DA and the VPA were received by Council on 30 January 2017. Council at its meeting of 28 March 2017 resolved to adopt the rate of \$1,500/m², and to apply this rate to any VPAs for bonus development received by Council on or after 30 January 2017. Accordingly, the monetary contribution payable should be \$1,809,975.

The draft VPA and EN were referred to Council's solicitors for their advice and vetting. The documents have been modified in negotiation with the applicant in response to the legal advice. Further minor revision of the draft VPA may be necessary prior to execution, e.g. updating footer or insertion of dates. Any changes will not alter the purpose or intention of the VPA.

Consultation

Following the modification and negotiation of the document contents, the draft VPA and EN were publicly notified for a period of 28 days from 29 August 2017 to 26 September 2017. The public notice was placed in the local newspaper and on Council's website. Hard copies were also made available to view at Council's Customer Service Centre. No submissions have been received in response to the public exhibition.

Planning or Policy Implications

Council has a *Planning Agreement Policy*. The Policy contains an acceptability test which

stipulates the matters that Council should consider when determining whether or not to enter into a VPA. Consideration of these matters against the draft VPA is outlined below:

1. The VPA is directed towards a proper legitimate planning purpose. The VPA provides funds to Council to be used to provide the augmentation or improvement of open space, community facilities or other public facilities, consistent with the *Burwood Open Space and Community Facilities Study*.
2. The VPA would result in a public benefit. The contribution to Council would be used towards public facilities.
3. The VPA provides a reasonable means of achieving the relevant purpose. The *Burwood Open Space and Community Facilities Study* recommended a monetary contribution rate for additional development.
4. The VPA would be taken into consideration in the assessment of the DA. The DA must stand on its own merits from a design, planning and amenity perspective, which has been the subject of a separate and independent planning assessment. If the VPA is not entered into, approval of the DA could not be granted.
5. The VPA would produce outcomes that meet the general values and expectations of the community, and protect the overall public interest. The provision, augmentation and improvement of public facilities by Council are an expectation of the community. The VPA provides Council with the financial resources to assist in the delivery.
6. The VPA promotes Council's strategic objectives as outlined in Clause 2.1 of Council's *Planning Agreements Policy*, particularly:
 - Objective 'a' – to provide an enhanced and more flexible development contributions system for Council. The VPA encourages flexibility by enabling a monetary contribution towards public facilities, to the mutual benefit of the developer and the community.
 - Objective 'b' – to supplement or replace, as appropriate, the application of s94 and s94A of the Act for development. The VPA supplements Council's Section 94A Plan because the VPA contribution is on top of established Section 94A contributions.
 - Objective 'e' – to lever planning benefits from development wherever possible. The VPA would facilitate the provision of public facilities, which represent a public benefit.
7. The VPA conforms to the fundamental principles governing the Council's use of planning agreements as set out in Clause 2.2 of the *Planning Agreements Policy*, particularly:
 - Principle 'a' – planning decisions may not be bought or sold through planning agreements. Council is not obliged to support the DA proposal and instead, each application must be considered on the individual merit.
 - Principle 'd' – Council will not use planning agreements for any purpose other than a proper planning purpose. The manner in which the VPA is proposed to be used is in accordance with Council's studies.
8. There are not considered to be any circumstances that may preclude the Council from entering into the VPA should it determine to do so.

Financial Implications

The VPA would provide for a monetary contribution of \$1,809,975 (dependent on the final determination of the DA), based on the \$1,500/m² additional GFA rate (instead of \$1,327,315, being based on the previous \$1,100/m² rate) to Council for the provision of the augmentation or

improvement of open space, community facilities, or other public facilities. Council would be obliged under legislation to allocate, the contribution and any return on its investment to the provision of, or the recoupment of the cost of providing public facilities.

The provision of public facilities by Council would not coincide with the completion of the subject development, and would be undertaken at a time determined by Council at its discretion.

Conclusion

The VPA will help secure a monetary contribution of \$1,809,975 for the provision of public facilities. It is recommended that arrangements be made for the execution of the VPA by Council authorising the signing of the agreement, after the granting of the DA but prior to the issue of the Construction Certificate, which would include a condition on the consent requiring that the VPA be entered into.

Recommendation(s)

1. That Council enter into the VPA for 2-14 Elsie Street Burwood for the provision of a monetary contribution of \$1,809,975 towards public facilities after the granting of the consent for DA 14/2017, which would include a condition of consent requiring that the VPA be entered into.
2. That Council authorise the General Manager or Acting General Manager to sign the VPA and any related documentation under his Power of Attorney.
3. That Council authorise the General Manager to endorse the minor revisions of the VPA documents prior to execution.
4. That the Developer pay the monetary contribution (dollar value dependant on the final determination of the DA) to Council, on or before, the execution of the VPA by Council.

Attachments

- 1 [↓](#) Attachment to Council Report - EN for 2-14 Elsie Street
- 2 [↓](#) Attachment to Council Report - VPA for 2-14 Elsie Street Burwood

ATTACHMENT 1

ITEM 67/17 Voluntary Planning Agreement - 2-14 Elsie Street Burwood.DOC Attachment to Council Report - EN for 2-14 Elsie Street

PLANNING AGREEMENT

PARTIES

Burwood Council ABN 84 362 114 428 of Suite 1, Level 2, 1-17 Elsie Street Burwood in the State of New South Wales (the **Council**).

and

Atlas Property Holdings Pty Ltd ACN 604 965 077 of Suite 701, 8 Help Street, Chatswood NSW 2067 in the State of New South Wales (**Developer**).

Background:

- A. The Developer is the registered proprietor of the Land
- B. The Land is situated 2-14 Elsie Street, Burwood.

On 30/01/2017, Development Application No. 014/2017 was submitted by the Developer to the Council for development consent for development to be carried out on the Land for the purpose of three (3) additional levels and part basement level to approved DA-36/2015.

- C. The Development Application was accompanied by an offer by the Developer to enter into this Planning Agreement to make a monetary contribution towards the provision, augmentation or improvement of open space, community facilities, and other public facilities as determined by the Council if the Development Consent is granted.
- D. As contemplated by section 93F of the Act, the parties wish to enter into this Planning Agreement with respect to the 10.15% increase in floor space ratio for the Land contemplated by the Development if the Development Consent is granted.

Operative Provisions

1. Planning Agreement under the Act

The Parties acknowledge and agree that this Planning Agreement is a planning agreement within the meaning of section 93F of the Act and is governed by Part 4 of the Act.

2. Application of this Planning Agreement

This Agreement applies to:

- (a) the Land, and
- (b) the Development.

3. Operation of this Planning Agreement

ATTACHMENT 1

ITEM 67/17 Voluntary Planning Agreement - 2-14 Elsie Street Burwood.DOC Attachment to Council Report - EN for 2-14 Elsie Street

- 3.1 The parties are to execute this Agreement immediately following the grant by the Council of Development Application No. 014/2017.
- 3.2 This Planning Agreement shall operate from the date of execution of this Planning Agreement.

4. Definitions and interpretation

- 4.1 In this Agreement the following definitions apply:

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

Approval means any approvals, consents, section 96 modifications, Part 4A certificates or approvals under the Act, certificates, construction certificates, occupation certificates, complying development certificates, permits, endorsements, licences, conditions or requirements (and any variation to them) which may be required by this Planning Agreement or the Development Consent.

Authority means any government, local government, statutory, public, ministerial, administrative, fiscal or other authority or body, and includes the Joint Regional Planning Panel or such other consent authority as may be lawfully appointed and authorised to grant an Approval, including an accredited certifier defined under the Act.

Business Day means any day except Saturday or Sunday or a day which is a public holiday in Sydney.

Construction Certificate means a certificate issued under Part 4A of the *Environmental Planning and Assessment Act 1979* (NSW) approving building work to be carried out on the Land for the whole or part of the work consented to under the Development Consent on the Land.

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

Development means the development of the Land in accordance with the Development Application No. 014/2017 as made by the Developer and as a result of any conditions of Development Consent.

Development Consent means the consent granted in connection with Development Application No.014/2017.

Development Contribution means a monetary contribution, the dedication of land free of cost or the provision of a material public benefit.

GST has the meaning as in the GST Law.

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of GST.

ATTACHMENT 1

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Land means Lot 100 in Deposited Plan 739586 situated at and known as 2-14 Elsie Street, Burwood.

Law means:

- a) the common law including principles of equity; and
- b) the requirement of all statutes, rules, ordinances, codes, instruments, regulations, proclamations, by-laws or consent by an Authority, that presently apply or that may apply in the future.

Monetary Contribution means the sum of \$1,327,315 excluding GST representing \$1,100 x 1206.65m².

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

Planning Agreement means this Planning Agreement.

Public Benefit means the Monetary Contribution.

Public Facilities means the augmentation or improving of open space, community facilities, or other public facilities as determined by the Council.

4.2 In the interpretation of this Planning Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Planning Agreement.
- (b) A reference in this Planning Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- (c) If the day on which any act, matter or thing is to be done under this Planning Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this Planning Agreement to dollars or \$ means Australian dollars and all amounts payable under this Planning Agreement are payable in Australian dollars.
- (e) A reference in this Planning Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (f) A reference in this Planning Agreement to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Planning Agreement.
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

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- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and reference to any gender denotes the other genders.
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Planning Agreement includes the agreement recorded in this Planning Agreement.
- (m) A reference to a party to this Planning Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (n) Any schedules and attachments form part of this Planning Agreement.

5. Development Contributions to be made under this Planning Agreement

- 5.1 The Developer will pay to the Council the Monetary Contribution after Development Consent and prior to the issue of any Construction Certificate for the Development.
- 5.2 The payment of the Monetary Contribution will be by way of the delivery of a bank cheque to the Council which must be:
 - (a) made payable to the Council; and
 - (b) in a form acceptable to the Council.
- 5.3 The Developer covenants and agrees not to make an application for the issue of any Construction Certificate until the Monetary Contribution required to be made to the Council hereunder has been paid.
- 5.4 Subsequent to payment of the Monetary Contribution, in the event the Development Consent is not taken up by the Developer or an application for the issue of the Construction Certificate is refused, the Council will refund the amount of the Monetary Contribution to the Developer within 14 days of notice being given to the Council by the Developer of such event.
- 5.5 Notwithstanding any refund of the Monetary Contribution pursuant to clause 5.4 of this Planning Agreement, the Planning Agreement shall continue to have effect.
- 5.6 In the event the Development Consent expires, is abandoned, is surrendered, or ceases to have effect, the Planning Agreement will also expire and cease to have effect and from that point on not be binding on any party.

6. Application of the Development Contribution

- 6.1 The Monetary Contribution paid by the Developer under this Planning Agreement will be used by the Council to develop and provide Public Facilities.

6.2 The Public Facilities will:

- (a) not be provided to coincide with the conduct or completion of the Development;
- (b) be constructed at a time determined by the Council at its absolute discretion;
- (c) be available for use by the general public and will not be restricted for use by patrons of the Development.

7. Application of section 94 and section 94A of the Act to the Development

This Planning Agreement does not exclude the application of:

- (a) section 94 or section 94A of the Act;
- (b) any affordable Housing Levy;
- (c) any other monetary contributions;

in connection with Development Application No. 014/2017. Benefits under the Planning Agreement are not to be taken into account in determining a development contribution under section 94 or section 94A of the Act.

8. Registration of this Agreement

8.1 The Developer further covenants with the Council:

- (a) that prior to the issue of any Construction Certificate for the Development, or within such further time as the parties hereto agree, they shall do all things reasonably necessary to obtain the consent to the registration of this Planning Agreement over the title to the Land pursuant to section 93H of the Act from all persons who have an interest in the Land;
- (b) that forthwith after receiving the consents specified in subclause (a) hereof they shall cause this Planning Agreement to be registered on the title of the Land;
- (c) that if this Planning Agreement is not registered on the title to the Land, and if the Developer should propose to sell the Land or any part thereof then it shall:
 - (i) within seven (7) days of listing the Land or any part thereof for sale, either through an agent or privately, notify the Council of such intention;
 - (ii) as a condition of any sale, require that the incoming purchaser enter into with the Council a like agreement to this present Planning Agreement in which substantially the same covenants as set out herein shall apply;
 - (iii) within seven (7) days of exchange of contracts for the sale, notify the Council of the sale and provide the Council with a copy of the contract;
 - (iv) within twenty one (21) days of receipt from the Council of a replacement agreement between the Council and the purchaser substantially in the form

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of this Planning Agreement, have it executed by the purchaser and return it to the Council;

- (v) that if this Planning Agreement is not registered on the title to the Land, and if the Developer should propose otherwise than by sale to transfer or assign its interest in the Land or any part thereof to a transferee or assignee, then it shall before effecting such assignment or transfer have the incoming transferee or assignee enter into an agreement with the Council substantially in the form of this Planning Agreement insofar as concerns the interest assigned or transferred and shall provide same to the Council.

- 8.2 The Developer further covenants and agrees with the Council that pending the registration of this Planning Agreement on the title of the Land as required by clause 8.1, the Council shall be entitled to register a caveat at Land & Property Information over the title to the Land to protect its interest therein pursuant to this Planning Agreement

9. Acknowledgements

- 9.1 The Developer acknowledges that the Council may include a notation on Planning Certificates under section 149(5) of the Act in relation to this Planning Agreement.
- 9.2 The parties acknowledge that the Council is a consent authority with statutory rights and obligations pursuant to the terms of the Act and other legislation.

10. Dispute resolution

- 10.1 If a party believes that there is a dispute in respect of this Planning Agreement then:
- (a) the party must give notice in writing to the other party stating that there is a dispute (the Dispute Notice); and
 - (b) the Dispute Notice must outline:
 - (i) what the party believes the dispute to be;
 - (ii) what the party wants to achieve;
 - (iii) what the party believes will settle the dispute; and
 - (iv) who will be the party's representative to negotiate the dispute.
- 10.2 Within fifteen (15) business days of a Dispute Notice being served, the representatives of each of the parties must meet in order to resolve the dispute.
- 10.3 Both parties must adhere to the dispute resolution procedure set out in this Planning Agreement. The only time that either party may depart from the dispute resolution procedure set out in this clause is when urgent interlocutory relief is required to restrain a breach or threatened breach of this Planning Agreement.

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- 10.4 If the parties cannot resolve the dispute after adhering to the dispute resolution procedure set out in this Planning Agreement then either party may seek any other avenues available to it in order to resolve the dispute.

11. Enforcement

- 11.1 This Planning Agreement may be otherwise enforced by either party in any court of competent jurisdiction.

- 11.2 For the avoidance of doubt, nothing in this Planning Agreement prevents:

- (a) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Planning Agreement or any matter to which this Planning Agreement relates; and
- (b) the Council from exercising any function under the Act or law relating to the enforcement of any aspect of this Planning Agreement or any matter to which this Planning Agreement relates.

- 11.3 The rights of the Council expressly provided for herein are cumulative and in addition to and not exclusive of the rights of the Council existing at law or which the Council would otherwise have available to it.

12. Notices

- 12.1 Any notice, consent, information, application or request that must or may be given or made to a party under this Planning Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) Delivered or posted to that party at its address set out below.
- (b) Faxed to that party at its fax number set out below.
- (c) Email to that party at its email address set out below.

Council

Attention: The General Manager

Address: Suite 1, Level 2, 1-17 Elsie Street Burwood 2134

Post: PO Box 240, Burwood NSW 1805

Fax Number: (02) 9911 9900

Email: council@burwood.nsw.gov.au

Developer

Attention: Atlas Property Holdings Pty Ltd

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Address: Suite 701, 8 Help Street, Chatswood NSW

- 12.2 If a party gives the other party three (3) business days' notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or faxed to the latest address or fax number.
- 12.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:
- (a) If it is delivered, when it is left at the relevant address.
 - (b) If it is sent by post, two (2) business days after it is posted.
 - (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error-free transmission to the correct fax number.
- 12.4 If any notice, consent, information, application or request is delivered, or an error-free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5:00pm on that day on the place of the party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

13. Approvals and consent

Except as otherwise set out in this Planning Agreement, and subject to any statutory obligations, a party may give or withhold an approval or consent to be given under this Planning Agreement in that party's absolute discretion and subject to any conditions determined by the party. A party is not obligated to give its reasons for giving or withholding consent or for giving consent subject to conditions.

14. Assignment and dealings

The Developer agrees that this Planning Agreement shall be binding upon the Developer and upon their respective transferees, assignees or successors.

15. Costs

- 15.1 The Developer shall bear the Council's costs directly related, and incidental to negotiating, preparing, executing, stamping and registering the Planning Agreement, including any costs of lodging/removing caveats on the title to the Land.
- 15.2 The Developer will pay the Council's reasonable legal costs not exceeding \$5,000.00 (five thousand dollars) directly related, and incidental to negotiating, preparing, executing, stamping and registering the Planning Agreement and of drafting, registering and removing caveats on the title to the Land.

16. Entire Agreement

This Planning Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No party can rely on an earlier document, or anything said or done by another party, or by a director, officer, agent or employee of that party, before this Planning Agreement was executed, except as permitted by law.

17. Further acts

Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to affect, perfect or complete this Planning Agreement and all transactions incidental to it.

18. Governing law and jurisdiction

This Planning Agreement is governed by the law of New South Wales. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

19. Joint and individual liability and benefits

Except as otherwise set out in this Planning Agreement, any agreement, covenant, representation or warranty under this Planning Agreement by two (2) or more persons binds them jointly and each of them individually, and any benefit in favour of two (2) or more persons is for the benefit of them jointly and each of them individually.

20. No fetter

Nothing in this Planning Agreement shall be construed as requiring the Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be constructed as limiting or fettering in any way the exercise of any statutory discretion or duty.

21. Representations and warranties

The parties represent and warrant that they have power to enter into this Planning Agreement and comply with their obligations under the Planning Agreement and that entry into this Planning Agreement will not result in the breach of any law.

22. Severability

If a clause or part of a clause of this Planning Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Planning Agreement, but the rest of this Planning Agreement is not affected.

23. Modification

No modification of this Planning Agreement will be of any force or effect unless it is in writing and signed by the parties to this Planning Agreement.

24. Waiver

The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Planning Agreement, does not amount to a waiver of any obligations of, or breach of obligations by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

25. Explanatory note

The explanatory note put on exhibition with this Planning Agreement is not to be used in construing the terms of this Planning Agreement.

26. GST

26.1 All words in this clause which are also defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ("the GST Act") have a corresponding meaning to that in the GST Act.

26.2 The consideration for any supply under this Planning Agreement excludes GST.

26.3 Where a party to this Planning Agreement is taken to have made a supply to another party, the recipient of that supply must, in addition to the consideration payable for the supply and when paying the consideration for the supply, also pay to the maker of the supply an amount equal to the GST payable in respect of that supply. The recipient of a supply must also pay the GST payable in respect of a supply for which no monetary consideration is payable when the maker of the supply demands payment.

26.4 The maker of a supply must give the recipient a tax invoice in the form required by the GST Act at the same time it receives payment from the recipient of the GST payable for that supply.

26.5 Despite any other provision of this Planning Agreement, any amount payable under this Planning Agreement, which is calculated by reference to an amount paid or incurred by a party to this Planning Agreement, is reduced by the amount of any input tax credit to which that party or a member of its GST Group is entitled in respect of that amount.

27. Confidentiality

The terms of this Planning Agreement are not confidential and this Planning Agreement may be treated as a public document and exhibited or reported without restriction by any party.

28. Release from Planning Agreement

Once the Council is satisfied that the Developer has fully complied with all of their obligations under this Planning Agreement, the Council agrees to provide a full release and discharge of this Planning Agreement with respect of the whole of the Land. In such circumstances the Council will do all things reasonably necessary, including the execution of any documents to enable the Developer to remove any caveat and the notation of this Planning Agreement on the title to the Land.

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EXECUTED AS AN AGREEMENT

Signed for and on behalf of **Burwood Council** by)
its attorney, **Michael Gerard McMahon**, under)
power of attorney dated 6 July 2011 registered)
book 4615 number 590, in the presence of:)

.....
Signature of Witness

.....
(Print) Name of Witness

.....
Signature of Attorney

Michael Gerard McMahon

.....
(Print) Full Name of Attorney

Level 2, 1 – 17 Elsie Street, Burwood, New South
Wales, 2134

.....
(Print) Address

By executing this document, the attorney certifies
that he has not received notification of revocation
of the power of attorney.

On behalf of : Atlas Property Holdings Pty Ltd

Atlas Property Holding Pty Ltd ACN 604 965 077 executed this agreement pursuant to section
127 of the Corporations Act in the presence of:

.....
Signature of Director/Secretary

.....
Print Full Name of Director/Secretary

.....
Date

.....
Signature of Director

.....
Print Name of Director

PLANNING AGREEMENT - Explanatory Note

Environmental Planning and Assessment Regulation 2000 (NSW) (EP&A Regulation 2000)

Planning Agreement for the provision of monetary contribution for public benefit at 2-14 Elsie Street, Burwood.

Under Section 93F of the *Environmental Planning and Assessment Act 1979 (NSW)* (EP&A Act)

1. Parties

The parties to the Planning Agreement are:

- (1) Burwood Council (**Council**)
- (2) Atlas Property Holdings Pty Ltd (**Developer**)

2. Description of Subject Land

Folio Identifiers: 100/739586
Location: 2-14 Elsie Street, Burwood

3. Description of Proposed Development

The Developer has lodged a development application (being 014/2017) for the land which proposes three (3) additional levels and part basement level to approved DA-36/2015. The application includes a voluntary planning agreement for material and financial contribution to Council as a public benefit as part of the application seeking approval for additional gross floor space of 1206.65m² of residential floor space above what the Burwood LEP would normally allow overall.

4. Summary of Objectives, Nature and Effect of the Planning Agreement

[Clause 25E(1)(a) of the EP&A Regulation 2000]

The intent of the Planning Agreement is to ensure that public benefits are provided in the form of provision, augmentation or improvement of open space, community facilities or other public facilities as proposed by the development application and determined by Council.

The Planning Agreement is proposed to require a monetary contribution for an amount of \$1,327,315 (excluding GST) (being \$1,100.00 (excluding GST) per square metre 1206.65m²) of GFA in excess of the permitted GFA limit for the development payable after development consent is granted and before issue of a Construction Certificate.

5. Assessment of the Merits of the Planning Agreement

[Clause 25E(1)(b) of the EP&A Regulation 2000]

5.1 The planning purposes served by the Planning Agreement

[Clause 25E(2)(e) of the EP&A Regulation 2000]

The Planning Agreement serves the following planning purpose:

- The monetary contributions paid by the **Developer** under this Planning Agreement will be used by **Council** to provide, augment, or improve open space, community facilities, or other public facilities as determined by Council.

Whether the Planning Agreement provides for a reasonable means of achieving that purpose:

- Council has conducted an Urban Design Study which revealed that in parts of the Burwood Town Centre, including the area in which the subject land is located, there is some potential for a maximum increase of 10% in FSR. Council has also prepared a Burwood Open Space and Community Facilities Study, which identified public benefit requirements in the Burwood Local Government Area.
- The Planning Agreement will secure a considerable material benefit to the public as the Council is to use, or put the monetary contribution towards, the provision of material benefits such as civil infrastructure, public domain upgrades and facilities for the Burwood Town Centre, which will not only benefit the users and those in the immediate vicinity of the Burwood Town Centre but the wider Burwood population. This is considered to be a substantial public benefit and the Planning Agreement achieves this objective of delivering the benefit.

5.2 Promotion of the public interest

[Clause 25E(2)(a) and (c) of the EP&A Regulation 2000]

The Planning Agreement promotes the public interest by:

- Ensuring the orderly use and development of land by ensuring that public benefits are provided where a development site achieves additional FSR.

The Planning Agreement promotes one or more of the objects of the EP&A Act as follows:

- The proper management and development of land for the purpose of promoting the social and economic welfare of the community and a better environment;
- The provision and co-ordination of community services and facilities; and
- Opportunities for public involvement and participation in environmental planning and assessment.

5.3 Promotion of the Council's charter

[Clause 25E(2)(d) of the EP&A Regulation 2000]

The Planning Agreement promotes one or more of the elements of Council's charter (now "Guiding Principles") under Section 8 (now Section 8A) of the *Local Government Act 1993* (NSW) as follows [italicised sections come directly from the Charter (now "Guiding Principles")]:

- Council undertakes to *plan strategically for the provision of effective and efficient services to meet the diverse needs of the local community*. The Planning Agreement provides the monetary resources to assist Council in the provision of civil infrastructure, public domain upgrades and facilities for the augmentation, or improvement of open space, community facilities, and other public facilities for the Burwood Town Centre and *provides the best possible value for residents and rate payers*. Council is the custodian and trustee of public assets and has a responsibility to *manage lands and other assets so that current and future local community needs can be met in an affordable way*.

- (ii) Council undertakes to *provide strong and effective planning and decision making* in its activities. The Planning Agreement process provides an opportunity for the community and stakeholders to be involved and interested people are invited to make comment during the exhibition period. The public exhibition and the consideration of this matter at Council meetings are intended to keep the local community informed.

5.4 Capital Works Program

[Clause 25E(2)(f) of the EP&A Regulation 2000]

Whether Council has a capital works program, and if so, whether the Planning Agreement conforms with or promotes that capital works program:

- Council has in place a capital works program, but the program does not, to date, identify public benefits within the Burwood Town Centre.
- Council has prepared a Burwood Community Facilities and Open Space Study which identifies works and improvements to community facilities and open space to be carried out. These are known as public benefits. This study will inform the capital works program as it is reviewed annually where those public benefits will be included within the capital works program including when and where sufficient funds are available.

6. Whether the draft Planning Agreement specifies that certain requirements must be complied with before a construction certificate is issued.

The Planning Agreement provides that the Monetary Contribution be paid prior to the issue of a Construction Certificate for the proposed development.

(ITEM 68/17) IMPLICATIONS OF THE STRATHFIELD SPORTS CLUB SITE REZONING

File No: 17/39780

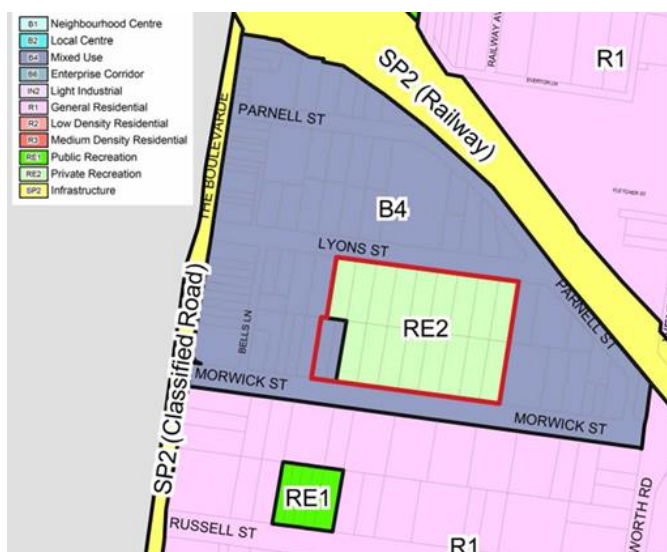
REPORT BY DEPUTY GENERAL MANAGER LAND, INFRASTRUCTURE & ENVIRONMENT

Summary

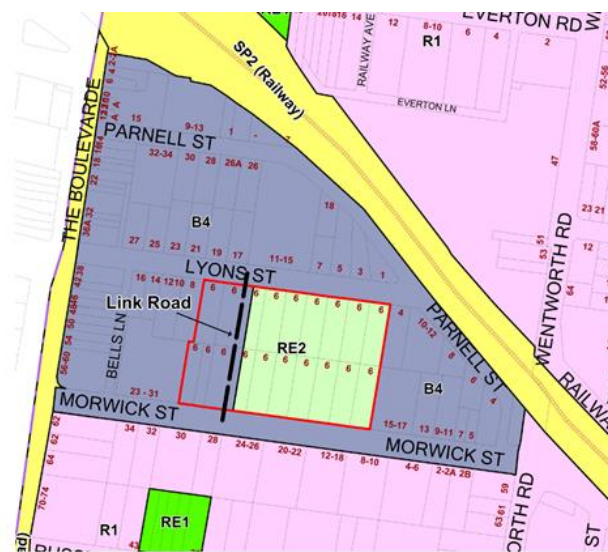
A Voluntary Planning Agreement (VPA) was entered into by Burwood Council and the Strathfield Recreation Club Ltd (the Club) in January 2014. The VPA was accompanied by an amendment to the Burwood Local Environmental Plan (BLEP) to rezone part of the Club site. It was envisioned that a redevelopment of the Club site would provide for a link road to be dedicated to Council. However, the Club later notified Council that it no longer intended to develop to the extent envisioned. This report discusses the implications of the VPA and rezoning.

Background

A Planning Proposal was submitted for the Strathfield Sports Club site in December 2012. The proposal involved the rezoning of the western section of the Club site to B4 Mixed Use, with a building height of 30 metres and a Floor Space Ratio (FSR) of 3:1. It was envisioned that the increased development potential under the Proposal would facilitate the construction of a multi-storey residential development upon the western section, and a new clubhouse. Council negotiated that a link road, connecting Lyons Street to Morwick Street, would be dedicated as part of the future redevelopment. It was anticipated that the open sports courts would be retained over the central and eastern sections of the Club site.



Zoning of land before April 2014. Predominant zone is RE2 Private Recreation, with a maximum height of 8.2m and an FSR of 1:1.



Zoning of land after LEP Amendment No. 3. The B4 zone has a maximum height of 30m and an FSR of 3:1. The location of the link road is also shown.

Council acted in good faith by progressing the VPA and LEP Amendment. The VPA was executed in January 2014, while LEP Amendment No. 3 (i.e. the rezoning) came into force in April 2014.

Representatives of the Club advised the Mayor, Cr John Faker, in April 2016 that the proposal to redevelop the Club site was no longer being progressed. Notwithstanding, the VPA and amended zoning remain in place.

Discussion

The VPA is written in such a way that any new purchaser of the site would be bound by the provisions of the agreement. However, the VPA only envisages the redevelopment of the Club site

for the purpose of Strathfield Sports Club specifically. Indeed, the VPA is contingent upon *‘the erection of a residential development and a new clubhouse for the Strathfield Sports Club on the land’*, which is the definition of Development under the VPA.

Unfortunately, the VPA would not necessarily prevent the owners, or any future purchasers, from redeveloping the site for something other than the ‘Development’ as defined above, for instance a residential flat building or commercial suites. In practice, an owner or developer could take advantage of the “uplift” in zoning, height and density without dedicating the link road. Clearly, this is contrary to what was envisioned when Council entered into negotiations with the Club and, in good faith, progressed the VPA and BLEP Amendment.

Legal advice provided to Council indicates that a site-specific BLEP clause could be sought to ensure that any development of the Club site which relies on the change in zoning, height and density which occurred in April 2014, will also be required to provide the link road.

It should be noted that a recent approval has been granted for an upgrade and refurbishment of the existing clubhouse, but no approach has been made by the owners to seek to develop the Club site to its maximum allowance under the amended BLEP. However, it would be prudent for Council to address this matter ahead of a potential issue arising.

Consultation

If a Planning Proposal is progressed, community consultation and consultation with affected property owners forms a part of the Planning Proposal process.

Legal advice has been obtained by Council.

Planning or Policy Implications

Should Council resolve to progress a site-specific BLEP clause, a Planning Proposal must be prepared. The Planning Proposal process includes a Gateway Determination by the Department of Planning and Environment (DP&E), consultation with affected owners and relevant public authorities, and public exhibition.

The wording of the BLEP clause would be subject to negotiation with State agencies, however may comprise a clause generally as follows, or words to similar effect:

Development of Strathfield Sports Club

- 1) *This clause applies to part of 6 Lyons Street, Strathfield, being Lots 11, 12, 35, 36, and 37, Section 1, in Deposited Plan 555.*
- 2) *Development consent must not be granted to development having a height of building greater than 8.5 metres or a floor space ratio greater than 1:1 on land to which this clause applies unless:*
 - a. *Council is satisfied that the development provides for dedication of land, being 16.5 metres wide and 91 metres long, and the construction thereupon of a new through road between Lyons Street and Morwick Street.*
- 3) *This clause has effect despite anything to the contrary in any other provision of this Plan.*

Financial Implications

Preparation and progression of a Planning Proposal will have implications on staff allocation and resources, but should generally be within existing budgetary means. Legal advice has been sought, and further advice may still be required.

Options

Council also has the option of entering onto negotiations with the Strathfield Sports Club to renegotiate the terms of the VPA agreement. However, there is no requirement upon the Club to renegotiate the VPA, nor does this option give as much certainty as the proposed option of a site-specific clause in the BLEP. A further benefit of the BLEP clause approach over the VPA renegotiation, is that the BLEP is a readily available document and easily accessible by all developers and residents on Council's website.

An alternative available to Council could also be seeking a "downzoning" of the Club site, effectively reversing the zoning, and increase in height and density. It is Council's experience that downzoning is not generally supported by the DP&E and would be difficult to progress. Meanwhile, a site-specific BLEP clause would leave the opportunity open for a future link road.

Conclusion

It is recommended that Council resolve to prepare a Planning Proposal, with a view to inserting a site-specific clause within the Burwood BLEP which requires the provision of a link road as part of any take-up of the development "uplift" provided under BLEP Amendment No. 3.

Recommendation(s)

1. That Council endorse the preparation of a Planning Proposal to facilitate the insertion of a site-specific clause in the Burwood Local Environmental Plan (BLEP) in respect to the Strathfield Sports Club site.
2. That Council submit the Planning Proposal to NSW Department of Planning and Environment for a Gateway Determination.
3. That subject to the Gateway Determination, affected property owners be notified, the Planning Proposal be publicly exhibited and consultation with any relevant public authorities be undertaken.
4. That the results of the public exhibition and consultation be reported back to Council.

Attachments

There are no attachments for this report.

(ITEM 69/17) ESTABLISHMENT - INDEPENDENT HEARING AND ASSESSMENT PANEL (IHAP)

File No: 16/23497

REPORT BY DEPUTY GENERAL MANAGER CORPORATE, GOVERNANCE & COMMUNITY

Summary

In August 2017 the *Environmental Planning and Assessment Act 1979* (EP&AA) was amended in relation to the establishment and operation of local planning panels called Independent Hearing and Assessment Panels (IHAP).

An IHAP is a panel of three independent expert members and a community member who assesses development applications (DAs) made to Council. Under these provisions of the EP&AA, Councillors will no longer be able to determine development applications. This function will be performed by either the IHAP, Council Officers, or the Joint Regional Planning Panel.

This report is to advise Council of the changes to the legislation and that Council is required to have a IHAP in place prior to 1 March 2018.

Background

The establishment of an IHAP is mandatory for all Councils in Sydney and for Wollongong City Council. The purpose of the IHAP is to ensure that the process of assessment and determination of DAs with high value, sensitivity or strategic importance is transparent and accountable.

The IHAP is not subject to the direction or control of the Council (governing body), except in relation to any matter relating to the procedure of the IHAP (or to the time within which it is to deal with a matter) that is not inconsistent with any directions of the Minister under section 117 of the EP&AA.

The criteria that will determine when DAs will be determined by IHAP is as follows:

Value	DAs with a value of more than \$5 million but less than \$30 million
Conflict of Interest	DAs for which the applicant or owner is the Council, a Councillor, a member of the Councillor's family, a member of Council Staff, or a State or Federal member of Parliament.
Contentiousness	DAs that receive 10 or more objections from different households. Where a petition is received this is classed as one objection.
Strategic Importance	DAs accompanied by a proposed voluntary planning agreement.
Departure from Development Standards	DAs seeking to depart by more than 10% from a development standard.
High-risk Development Types	DAs associated with a higher risk of corruption, including: <ul style="list-style-type: none"> ▪ Residential flat buildings assessed under SEPP 65 ▪ Demolition of heritage items ▪ Licensed places of public entertainment and sex industry premises ▪ Designated development, as set out in the <i>Environmental Planning and Assessment Regulation 2000</i>
Modifications	Modification applications that meet the above criteria.

Appointment of Members

The Department of Planning and Environment (the Department) will be establishing a pool of

independent, suitably qualified persons from which the chair and expert members must be drawn. The expert members will have to be qualified in one or more of the following disciplines:

- planning
- architecture
- heritage
- the environment
- urban design
- economics
- traffic and transport
- law
- engineering
- tourism
- government and public administration

The chair must have expertise in law or government and public administration. The Minister for Planning is responsible for the direct appointment of the chair for each Council and for the approval of the pool of expert persons. Council is responsible for the appointment of the community member and the choice of two expert members to be selected from the pool of experts.

Council will be able to appoint alternate expert members, as members will not always be available to participate in the determination process as they may not be available or have a conflict of interest. The Department has suggested each Council should identify six alternates.

The recruitment process is a state-wide merit-based process. Expressions of interest were sought by the Department and the closing date for the process was 17 September 2017.

Councillors, property developers or real estate agents cannot be IHAP members. If an IHAP member becomes a councillor, property developer or real estate agent, he or she will cease to be a panel member.

The Department has also indicated that the *Environmental Planning and Assessment Regulation 2005* will be reviewed in relation to fees for Development Applications in light of the cost of compulsory establishment of the IHAPs.

IHAP Operations

Number of Panel Members – the Chair, two expert members and one community member.

The Chair – has a casting vote and is able to choose which members attend the IHAP meeting depending on the expertise required.

Quorum - is three members.

Term of Office - subject to the EP&AA and the regulations, for a period not exceeding three years as is specified in the member's instrument of appointment (attached). Members can be reappointed. Members cannot hold office for more than six years in total.

Remuneration – members are entitled to be paid in line with the Minister determination. Payment is inclusive of travelling and subsistence allowances. A person acting in the place of a member of the IHAP is entitled to be paid the same remuneration.

Removal from Office – Council may remove a member from office at any time for any reason and without notice. However, the General Manager must provide a written statement of the reasons for removal and make that statement publicly available.

Meetings - the IHAP must give public notice of times and places of its meetings. Meetings must be conducted in public and electronic recordings (either audio and video or audio only) must be

made publicly available on Council's website.

The Minister will set more detailed directions about how IHAPs must operate, drawing on the procedures for Regional Planning Panels and existing IHAPs. These will relate to matters such as how meetings and site visits should be conducted, voting and procedures, and reporting requirements.

Council Responsibilities on an Ongoing Basis

Council will be responsible for:

1. the provision of information or reports with respect to the exercise of the IHAP
2. the provision of staff and facilities for the purpose of enabling the IHAP to exercise its functions
3. monitoring of the performance of the IHAP
4. providing a report to the Secretariat of the Department each year or other period on the following:
 - whether the IHAP had been constituted by Council during the reporting period
 - matters referred to the IHAP during the reporting period

Proposal

In accordance with the legislation Council must constitute a single IHAP for the whole of the local government area by 1 March 2018. If Council fails to constitute an IHAP, the Minister may constitute the IHAP.

That authority be given to the General Manager to establish the IHAP for Burwood Council in accordance with the requirements of the EP&AA and any directives by the Minister for Planning.

Consultation

Documents informing the establishment of IHAPs are the EP&AA *and Electoral Legislation Amendment (Planning Panels and Enforcement) Bill 2017*, the Department's IHAP Relevant Provisions, Frequently Asked Questions and NSW Government Planning Panels Role Statement IHAP Members.

Planning or Policy Implications

The General Manager's Delegations will need to be amended to reflect the criteria for IHAP determination of Development Applications.

Financial Implications

Council will be responsible for meeting the operating costs of the IHAP. This includes sitting fees for IHAP members. The Department estimates the annual costs of operating an IHAP to be around \$100,000 a year. Costs will depend on how often the IHAP is required to meet, and on the number of development applications.

Conclusion

That Council resolve in accordance with the requirements of the *Environmental Planning & Assessment Act 1979* to proceed with the establishment of an IHAP and commence advertising for the Community Member of the IHAP via expressions of interests.

Recommendation(s)

1. That an Independent Hearing and Assessment Panel be established for Burwood Council in accordance with the requirements of the *Environmental Planning & Assessment Act 1979* and any directives by the Minister for Planning by 1 March 2018.
2. That the General Manager immediately seek expressions of interests for the appointment of the Community Member and alternates of the IHAP in accordance with guidelines issued by the Department of Planning and Environment.
3. That the General Manager's Delegations be amended to reflect the criteria for IHAP determination of Development Applications.

Attachments

- 1 [!\[\]\(815df092dd722ee9268ef8e6d0193e3a_img.jpg\)](#) Role Statement: Chairs and Members for the Independent Hearing and Assessment Panels



Role Statement: Chairs and members for the Independent Hearing and Assessment Panels

1. Scope

The scope of this Statement of Appointment is for the appointment of Chairs and members to Independent Hearing and Assessment Panels (IHAP) for each council in the Greater Sydney Region and Wollongong. The creation of these IHAPs is empowered through the *Environmental Planning and Assessment Act 1979* (the Act).

Description of Entity

The IHAPs are constituted under the Act and are independent bodies and are not subject to the direction of the Council, or Minister, except on matters relating to IHAP procedures. The Chairs and members are required to be experts in at least one area of planning, architecture, heritage, the environment, urban design, economics, traffic and transport, law, engineering, tourism, or government and public administration. The Chairs must have expertise in at least law or government and public administration.

The principal functions of the IHAPs are to determine local development applications (DAs) and provide advice on planning proposals.

2. Capability Areas

IHAP Chairs and members must be able to demonstrate the following:

- a. An ability to communicate complex and sensitive information in a tactful manner to all planning panel stakeholders;
- b. A sound understanding of:
 - i. Accountability measures;
 - ii. The planning and environmental framework of NSW, and legislative process;
 - iii. The business and environment in which the panel will operate; and
 - iv. Risk management principles.
- c. Extensive senior level experience in a designated area of expertise relevant to IHAPs;
- d. A professional and ethical approach to the exercise of duties;
- e. Qualification, related industry experience and subject matter expertise in a relevant field.

Chairs should additionally be able to demonstrate:

- f. Leadership qualities and the ability to promote effective working relationships in complex organisations;
- g. Extensive knowledge in areas such as: risk management, management control frameworks, and governance and business operations;
- h. A capacity to form independent judgements and willingness to constructively challenge suggested approach, with a view to tact and inclusion of all relevant opinions of the panel.



3. Competencies - Role Related

The following competencies are required to be successful in the role:

- **Knowledge and Specialist Expertise** – to be viewed as the authority in one or more of the following disciplines: planning, architecture, heritage, the environment, urban design, economics, traffic and transport, law, engineering, tourism, or government and public administration.
Chairs must have expertise in at least law or government and public administration.
- **Communication** – ability to communicate technical matters and decisions with a diverse range of stakeholders.

Chairs must also be able to:

- **Facilitate Leadership** – the ability to inform and debrief fellow panel members and relevant stakeholders on current matters and strategies, and the ability to lead constructive and timely discussion and debate, drawing on the expertise of the panel to review strategies.
- **Influence, Negotiate and Drive** – the demonstrated ability to influence a variety of stakeholders, negotiate suggested approach with the business and drive contentious strategies against organisational resistance.
- **Management of Risk** – experience in managing areas of major risk to the organisation.

4. Competencies – Personal

The following are personal competencies which will form part of an effective individual in either of these roles, however Chair candidates would be expected to show these at a higher level:

- **Integrity** – fulfilling a Panel member's duties and responsibilities, acting ethically, not disclosing commercial in confidence information, having appropriate independence, putting the panel's interest before personal interests.
- **Collegial Communicator** – the ability to engage and communicate with all relevant stakeholders.
- **Emotional Intelligence** – as well as self-awareness and self-management.
- **Commercial Astuteness** - demonstrated good business instinct and acumen, and be able to use this in a variety of situations.
- **Commercial Judgement and Instinct** – all Panel members need to demonstrate good business instinct and acumen to be able to assimilate and synthesise complex information.
- Be an active contributor with genuine interest in the panel and its business.

5. Remuneration

To be set by the Minister.

6. Term of Appointment

The maximum term for a single appointment to a panel is up to three (3) years.

(ITEM 70/17) SOUTHERN SYDNEY REGIONAL ORGANISATION OF COUNCILS (SSROC) - MEMBERSHIP FEES

File No: 17/43710

REPORT BY DEPUTY GENERAL MANAGER CORPORATE, GOVERNANCE & COMMUNITY

Summary

The Southern Sydney Regional Organisation of Councils (SSROC) is an association of nine member councils located south of Sydney Harbour and covering a third of Sydney's population, 1.7 million people. The Organisation is intended as a forum for the exchange of ideas between member councils, as well as a platform for undertaking regional projects and joint procurement.

SSROC has submitted its membership fees for 2017/18 and these fees are now submitted to Council for consideration and review.

Background

The origins of SSROC date back to 1986, when Sutherland Council, together with Rockdale, Hurstville, Kogarah, Marrickville and Canterbury, and later Bankstown, Botany and Randwick Councils agreed on the necessity to form an organization to represent the views of local councils on State Government's policies, in particular in relation to planning and employment targets.

Burwood Council became a full member of SSROC on 21 February 2008, and as such it is entitled to have two delegates (one being the Mayor) at SSROC meetings, to actively participate in discussions and to vote on all matters being considered.

SSROC has two Committees to oversee its work in key areas:

- **Program Delivery Committee** - Asset Management, Public Works, Procurement, Waste Management and SSROC Financial Reports
- **Sustainability Program Committee** - Regional Planning, Environmental Management, Transport Planning, and Management and Community Development.

The following are areas where Council achieves benefits from its membership:

Procurement

In 2015/16 SSROC procured goods and services on behalf of member councils worth approximately \$100 million, along with maintenance of 30 regional contracts for its members to utilise.

In 2016/2017 Burwood Council entered into the following contracts with SSROC:

1. Agricultural Products
2. Asbestos (Response and Disposal of Illegally Dumped Asbestos)
3. Banking Services
4. Code of Conduct Reviewer Panel
5. Copy Paper
6. Internal Audit (additional service fee applies)

Working Groups

SSROC has developed a number of Working Groups aimed at creating a platform for council managers and senior managers to share knowledge and resources, and to undertake projects of

common concern. The current working groups are as follows:

1. General Managers
2. Affordable Housing
3. Community/Culture/Recreation Network
4. Environmental Management
5. Governance Officers
6. Planners
7. Public Works
8. Records Management
9. Regulatory
10. Supply Management
11. Traffic/Transport & Infrastructure
12. Waste Management

Membership and Fees

Following geographical consolidation due to the recent mergers of NSW Councils, the number of SSROC member councils reduced from sixteen to eleven.

On 1 September 2016, the General Managers Working Group met to discuss the new membership fees following the mergers. An initial proposal was considered that membership fees should be calculated using a base rate of \$75,000 and then a population-based component, however, this proposal was not adopted. Ultimately, the members resolved that SSROC's membership fees should remain equal for all member councils.

The total membership fees for 2016/17 (16 member councils) was \$1,045,009.44. This amount has now been carried forward to 2017/18 and divided amongst the current nine member councils. This means Burwood Council will pay the same fees as the bigger amalgamated council such as Inner West and Canterbury-Bankstown, with a monetary increase of 47.64% with no additional services.

The table below shows the membership fees and percentage increase for the last four years (amounts are including GST):

<i>Financial Year</i>	<i>Membership Fees</i>	<i>Percent Increase</i>
▪ 2014-2015	\$ 67,901.46	
▪ 2015-2016	\$ 69,382.95	2.18%
▪ 2016-2017	\$ 70,782.66	2.02%
▪ 2017-2018	\$104,500.09	47.64%

Proposal

Council should consider the benefits provided by SSROC and the increase in membership fees in its determination as to whether to continue with its participation in the Organisation.

Options

Council can resolve one of the following options:

1. Endorse membership to SSROC for 2017/18, including approval of increased expenditure
2. Withdraw its membership with SSROC and identify alternative ways of providing services previously accessed through SSROC

Planning or Policy Implications

Council has no statutory obligation to be a member of SSROC.

The benefits obtained through shared procurement could be achieved utilising other providers, such as Local Government Procurement.

Financial Implications

Should Council opt to renew its membership with SSROC, the additional funds will be made available through the 2017/18 Budget.

Conclusion

Given the marked increase in membership fees for 2017/18, Council is required to assess whether to continue its membership with SSROC or identify alternative ways to access the same services.

Recommendation(s)

That Council resolve one of the following options:

1. Endorse membership to SSROC for 2017/18, including approval of increased expenditure.
2. Withdraw its membership with SSROC and identify alternative ways of providing services previously accessed through SSROC.

Attachments

There are no attachments for this report.

(ITEM 71/17) ADOPTION - DRAFT COMMUNITY STRATEGIC PLAN COMMUNITY CONSULTATION STRATEGY

File No: 17/45380

REPORT BY DEPUTY GENERAL MANAGER CORPORATE, GOVERNANCE & COMMUNITY

Summary

Burwood Council adopted its Community Strategic Plan, Burwood2030, in December 2010 following extensive community and stakeholder consultation.

Following the election of the new Council in September 2017, Council is now required to review the Community Strategic Plan within the first nine months of the new term in accordance with s 402(5) of the *Local Government Act 1993* (the Act).

The Office of Local Government recommends a community engagement program is undertaken within the first three to six months of the new term in order to ensure that the strategic objectives set in the Plan are still current and relevant.

A Draft - Community Strategic Plan – Community Consultation Strategy has been prepared for Council's adoption.

Background

Burwood Council adopted its first Community Strategic Plan in December 2010 following extensive consultation with the community and stakeholders. In September 2017, a new Council was elected following the Local Government elections. The new Council is required to review, amend or create a new Community Strategic Plan within the first nine months of its term.

This requirement is outlined in s 402(5) of the Act which states:

Following an ordinary election of Councillors, the Council must review the Community Strategic Plan before 30 June following the election. The Council must endorse the existing plan, endorse amendments to the existing plan or develop and endorse a new Community Strategic Plan, as appropriate to ensure that the area has a Community Strategic Plan covering at least the next 10 years.

The demographics of Burwood have changed significantly since the implementation of the first Plan in 2010. In particular, 32 per cent of residents in the area arrived from overseas since 2011 (Census 2017) with an increase in residents born overseas and from non-English speaking households. There has also been a shift in household dwelling types and overall composition of the area. This change demonstrates a clear need to re-engage with the community in order to ascertain whether the strategic objectives set in the Plan are still current and relevant. Therefore, Council has devised a Community Strategic Plan – Community Consultation Strategy in order to undertake the necessary consultation.

The Community Strategic Plan

The Community Strategic Plan is the guiding document which identifies the community's vision and priorities for the future and it also outlines the strategies that will achieve these goals. The legislation directs that the Plan must have a minimum 10 year timeframe and for Burwood the decision has been made for the Plan to be in effect until 2030. The Plan considers social, environment, economic and civic leadership aspects of the Burwood community.

Consultation

The Community Strategic Plan - Community Consultation Strategy has been prepared to provide a

framework for the required consultation. The Strategy will ensure that extensive consultation is undertaken in order to hear from all members of the diverse community. Therefore, the strategy combines both traditional and innovative methods of communication in order to reach all residents and target key stakeholders including CALD community members, seniors, youth and local businesses.

The consultation will be undertaken between November 2017 and February 2018 and will comprise the following activities:

TIMEFRAME	METHOD OF ENGAGEMENT	TARGET MARKET	ACTION
November 2017	Councillor Workshop	Councillors	Facilitated workshop with Councillors
	Information Kit to Councillors	Councillors	An Information Kit including an FAQ will be distributed to Councillors
	Mayoral Letter and Special Newsletter	Mail out to residents and businesses in Burwood LGA	A letter incorporating information on the process with feedback mechanisms
	Online campaign	Online users	Designated section on Council's website which will include all the required information. All social media pages will feature relevant branding. Ongoing posts on social media.
	Media Releases	Local publication: (circulation of 80,000+): ▪ Inner West Courier	A series of media releases will be distributed to local media outlets
	Phone Survey	Results will provide a statistically valid representation of the LGA	Phone survey with a random sample with translators available for CALD members
	Mayoral Column	Local publications (circulation of 80,000+): ▪ Inner West Courier	Ongoing items in the fortnightly mayoral column
	Paper advertising: Local papers	Local publications (circulation of 80,000+): ▪ Inner West Courier	Advertisements will include information; and how to comment, links to the website and online survey
	Paper advertising: Cultural and Linguistically Diverse (CALD) media	CALD Papers	Inform CALD members of the community how to access information
	Letters/emails to community groups	Groups include: ▪ Seniors ▪ CALD ▪ Disability ▪ Family & Children	Letters/emails will be sent to community groups
	Email to news subscribers		Email containing information on CSP, how to provide feedback, link to the survey
	Letter to local Chambers of	Local Chambers of Commerce:	Include information to pass onto members

TIMEFRAME	METHOD OF ENGAGEMENT	TARGET MARKET	ACTION
	Commerce	<ul style="list-style-type: none"> Strathfield Croydon Park Burwood 	
December 2017	Live Twitter session	Twitter followers (2,800+)	A half hour Q&A session answering questions on CSP
	Section in Burwood Update Newsletter – December Edition	Mail out to households and businesses in Burwood LGA	Section allocated to information on the CSP
January 2017	2 x Staff workshops	Internal stakeholders	Facilitated workshop based on feedback received
	2 x public meetings	Nominated stakeholders	Public meetings will provide qualitative data and expand on responses from phone surveys
February 2017	Councillor Workshop	Councillors	Facilitated workshop based on feedback received
Ongoing	Online survey	Online users	Collateral material will promote the online survey where available
	Static displays	Visitors to Council facilities	Signage at Council's facilities: Chambers, Library, Woodstock and EAC
	Social Media	Digital community (7,000+) who may typically not engage with Council through traditional forms of communications	The Social Media campaign will feature a series of posts on the CSP, linking back to the website and online survey.

The feedback received during the consultation process will help identify whether the main strategic objectives outlined in the Plan are still current and relevant. This will help guide the Council in the development of a new Community Strategic Plan or amendment to the existing Plan.

Planning or Policy Implications

The consultation has been guided by Council's Community Engagement Strategy 2013.

The results of the community consultation will inform the development of the new Community Strategic Plan. The Plan will be presented to Council for endorsement in April-May 2018, before being placed on public exhibition. The new Community Strategic Plan must be adopted by June 2018.

Financial Implications

The consultation will cost approximately \$40,000-50,000.

Conclusion

The Community Strategic Plan - Community Consultation Strategy provides a framework for Council to undertake the consultation required as part of the review of the Community Strategic Plan.

Recommendation(s)

That Council adopt the Draft - Community Strategic Plan Community Consultation Strategy.

Attachments

There are no attachments for this report.

(ITEM 72/17) COUNCIL COMMITTEES

File No: 17/36030

REPORT BY THE GENERAL MANAGER

Summary

To determine the formation of Committees to assist Council in their decision making on various community, technical and planning issues as well as determine Council representation on such Committees.

Background

Council has operated with and/or provided representation on various types of Committees/Boards/Organisations as follows:

Council Committees

These consist of councillors only. They may or may not have authority delegated from Council to make decisions. Currently the only Committee of Council is the Building and Development Committee that is chaired by the Mayor. The Building and Development Committee has delegated authority to determine Building Applications that meet one or more of the following criteria:

1. A petition with eight or more signatures from separate households within the notification area has been received and the application has not been refused.
2. Where eight or more valid planning objections to the development application have been received from separate households within the notification area and the application has not been refused.
3. Development where there is major variation (more than a 10%) from Council's Development Standards under Clause 4.6 of BLEP 2012.
4. Where two or more Councillors request a Development Application to be brought to Council.
5. Any matter subject to appeal where the matter has gone to a hearing or Section 34A Conference.
6. Applications having a major environmental impact on the locality and which involve land owned by Council.

Advisory Committees

Advisory Committees generally consist of a combination of interested representatives from the community, elected members of Council and expert staff. Usually a Councillor is the Chairperson of the Committee. The role of each Committee is to provide recommendations to Council for their consideration and approval.

Advisory Committees cannot act autonomously and must forward any recommendations to Council for consideration and approval prior to actioning.

Nominations are being sought for the following Advisory Committees:

- Burwood Anzac Commemorative Service Committee
- General Manager's Contract Review Panel
- Sandakan Community Educational Committee
- National Servicemen's Association

Technical Advisory Committees

Technical Advisory Committees may consist of Councillors, staff and external experts who provide advice to Council on matters requiring technical expertise. They presently consist of the Local Traffic Committee and the Internal Audit Committee.

Technical Advisory Committees cannot act autonomously and must forward any recommendations to Council for consideration and approval prior to actioning.

Advisory Boards/Organisations

These are external bodies set up under specific formal agreements and presently consist of the Sydney East Joint Regional Planning Panel, Southern Sydney Regional Organisation of Councils (SSROC) Committees, including the Full Committee, Sustainability Standing Committee and the Program Delivery Standing Committee.

Proposal

That Council approves the following Committees and appoints Councillors as Chairpersons, other delegates and alternates for the term September 2017 to September 2018:

	Committee/Board	Chairperson	Delegate(s)	Alternate(s)
1.	Building and Development Committee	Mayor	All Councillors	N/A
2.	Burwood Anzac Commemorative Service Committee	1 Councillor	N/A	1 Councillor
3.	Burwood Local Traffic Committee	Mayor	N/A	1 Councillor
4.	General Manager's Contract Review Panel	Mayor	2 Councillors	1 Councillors
5.	Audit, Risk and Improvement Committee		2 Councillors	1 Councillor
6.	National Servicemen's Association	1 Councillor	N/A	1 Councillor
7.	Sandakan Community Educational Committee	1 Councillor	N/A	1 Councillor
8.	Sydney East Joint Regional Planning Panel	N/A	2 Councillors	1 Councillor General Manager DGM LIE
9.	Southern Sydney Regional Organisation of Councils – Full Committee	N/A	Mayor Deputy Mayor	2 Councillors
10.	Southern Sydney Regional Organisation of Councils – Sustainability Committee	N/A	2 Councillors – separate from the other SSROC Committees	1 Councillor
11.	Southern Sydney Regional Organisation of Councils – Program Delivery	N/A	2 Councillors – separate from the other SSROC Committees	1 Councillor

Financial Implications

No financial implications.

Conclusion

Council approves the Committees and appoints Councillors as Chairpersons, delegates and alternates to the listed committees for the term September 2017 to September 2018.

Recommendations

That Council approves the following Committees and appoints Councillors as Chairpersons, delegates and alternates for the term September 2017 to September 2018:

	Committee/Board	Chairperson	Delegate(s)	Alternate(s)
1.	Building and Development Committee	Mayor	All Councillors	N/A
2.	Burwood Anzac Commemorative Service Committee	1 Councillor	N/A	1 Councillor
3.	Burwood Local Traffic Committee	Mayor	N/A	1 Councillor DGM LIE
4.	General Manager's Contract Review Panel	Mayor	2 Councillors	1 Councillors
5.	Audit, Risk and Improvement Committee		2 Councillors	1 Councillor
6.	National Servicemen's Association	1 Councillor	N/A	1 Councillor
7.	Sandakan Community Educational Committee	1 Councillor	N/A	1 Councillor
8.	Sydney East Joint Regional Planning Panel	N/A	2 Councillors	1 Councillor General Manager DGM LIE
9.	Southern Sydney Regional Organisation of Councils – Full Committee	N/A	Mayor Deputy Mayor	2 Councillors
10.	Southern Sydney Regional Organisation of Councils – Sustainability Committee	N/A	2 Councillors – separate from the other SSROC Committees	1 Councillor
11.	Southern Sydney Regional Organisation of Councils – Program Delivery	N/A	2 Councillors – separate from the other SSROC Committees	1 Councillor

Attachments

There are no attachments for this report.

(ITEM 73/17) LOCAL GOVERNMENT NSW ANNUAL CONFERENCE SYDNEY - DECEMBER 2017

File No: 17/41479

REPORT BY THE GENERAL MANAGER

Summary

This year the Local Government NSW Annual Conference is being held from Monday 4 to Wednesday 6 December 2017 at the Hyatt Regency Sydney. Council can nominate four Voting Delegates and, as customary, Observers to attend the Conference.

The conference is the highlight of the Local Government year. It is an opportunity for everyone to come together to debate and determine advocacy priorities, set directions, gain and share knowledge, network with peers and this year, elect a new Board.

With increasing professional and governance demands on councils, it is very important to keep up to date with the latest developments in order to continue to provide the best possible service and representation to communities.

There will be presentations from the Premier of NSW, the Minister & Shadow Minister for Local Government and the Minister for Roads, Maritime & Freight.

Financial Implications

Funds for Councillors and Council Officers attending the Conference have been provided for in the 2016-2017 Budget.

Cost of Full Registration (paid by 27 November 2017)	\$999.00
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Recommendation(s)

1. That Council consider nominating one Councillor to attend as the Voting Delegate who will be appointed as a proxy to vote on behalf of Council at the Local Government NSW Annual Conference 2017 held from 4 December to 6 December 2017.
2. That the Acting General Manager and other Observers be authorised to attend, and that the nominated Observers confirm their attendance by 27 October 2017 to the General Manager.

Attachments

- 1 [↓](#) Local Government NSW Conference 2017 - Brochure



REGISTRATION



LGNSW
ANNUAL CONFERENCE
SYDNEY 2017
Monday 4 – Wednesday 6 December

Hyatt Regency Sydney
161 Sussex Street, Sydney



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WELCOME TO THE LGNSW ANNUAL CONFERENCE 2017

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2



Welcome from the President

Cr Keith Rhoades AFSM

I invite you to attend the 2017 LGNSW Annual Conference in Sydney.

This conference is the highlight of our year. It is our opportunity to come together to debate and determine advocacy priorities, set directions, gain and share knowledge, network with peers and this year, elect a new board.

With increasing professional and governance demands on councils, it is more important than ever that we keep up to date with the latest developments so we can continue to provide the best possible service and representation to communities.

Although our sector has diverse interests, we share common goals. In particular, we must ensure we are equipped to deliver for our communities and work together to strengthen local democracy.

Our conference is being held later than usual this year so all members have the opportunity to participate in decision making.

We look forward this year to presentations from the Premier of New South Wales, from the Minister and Shadow Minister for Local Government and the Minister for Roads, Maritime and Freight.

Concurrent sessions will focus on environment and planning, infrastructure and economics and people and communities. There will also be social activities so you can meet and catch up with peers.

I look forward to seeing you at our conference in December.



Welcome to Sydney

Sydney Lord Mayor Councillor Clover Moore

The City of Sydney is pleased to support the 2017 Local Government NSW Annual Conference and to welcome delegates to our beautiful city.

The conference comes at a time of challenge and change for local government in our state as we battle to retain a strong voice for our communities and to bring their concerns to state and federal governments.

And, like governments at every level around the world, we are facing the urgent need to ensure a sustainable future for our people – socially, economically and environmentally. As the level of government closest to the people, we know that our residents and businesses share those priorities and are looking for strong leadership to turn their aspirations into action.

The conference provides NSW local governments and Aboriginal Land Councils with the opportunity to share ideas and initiatives and to speak with a strong voice to state and federal decision makers.

I hope that while you are here you will take the time to look at some of our projects now underway, such as our work at Green Square – one of the largest urban transformations taking place in Australia today.

I wish you all an enjoyable stay in Sydney, and a successful 2017 conference.

CONFERENCE VENUE

LGNSW ANNUAL
CONFERENCE
REGISTRATION 2017

Hyatt Regency Sydney

The conference will take place at the Hyatt Regency Sydney hotel with the Grand Ballroom as the venue for the plenary sessions. The trade exhibition will be in the Maritime Ballroom. The Hyatt is within walking distance of the CBD, main train stations and Darling Harbour.



If you are tweeting about the LGNSW Annual Conference, please use the hashtag #lgnsw2017.



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Conference Overview

Full program details will be published on the LGNSW website. www.lgnsw.org.au

EVENT	LOCATION
Monday 4 December	
Trade Exhibition Setup	Maritime Ballroom
Delegate Registration	Level 2 Foyer
Briefing Sessions	King Room 3 and 4
President's Opening Reception	Maritime Ballroom
Tuesday 5 December	
Trade Exhibition	Maritime Ballroom
Voting for the Executive Board	Wharf Rooms 3, 4 and 5
Business Session Plenary	Grand Ballroom
Delegates Networking Function	Maritime Ballroom
Wednesday 6 December	
ALGWA Breakfast	Wharf Room 1 and 2
Trade Exhibition	Maritime Ballroom
Business Session Plenary	Grand Ballroom
General Managers' Lunch	Wharf Room 4 and 5
Concurrent Topic Streams	
Environment and Planning	Grand Ballroom
Infrastructure and Economics	Wharf Rooms 4 and 5
People and Communities	Wharf Rooms 1, 2 and 3
Delegates' Networking Function	Maritime Ballroom
Conference Gala Dinner	Grand Ballroom

REGISTRATION

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Registration to Attend the Conference

Registrations open in late August. We invite councillors, mayors, general managers and senior staff to register as individuals or groups.

Early bird registration rate is \$899 and applies if you register and pay by 23 October 2017

Standard registration rate is \$999 for all registrations from 24 October – 27 November 2017

Some members who wish to take advantage of the early bird rates may be uncertain of councillors' names due to pending elections. They can still register and pay now, and confirm names later, provided they do so by 27 November. (Delegate names and alterations to delegates names can be advised online).

Note: Voting delegates must be registered to attend the Conference and also be registered as a voting delegate.

Registration as a Voting Delegate

Separate from Conference registration, financial members must nominate:

- the names of their voting delegates for voting on motions, and
- where applicable, the names of their voting delegates for voting in the elections for the Association's office bearers and board.

For all information relating to voting entitlements, nominations and dates, please refer to the LGNSW website.

Register Online at lgnsw.org.au

Online registration is conducted through a secure site which accepts credit cards (Visa or Mastercard with a 0.9% surcharge), cheque and direct deposit payments.

Once you have registered, you will receive a confirmation email and a tax invoice. Your registration will be confirmed once full payment is received.

Delegate Registration Fees

Registration at the event is open from 12noon – 6.00pm in the foyer on level 2 of the Hyatt Regency Sydney on Monday 4 December.

Delegate registration fees include business papers, the President's Opening Reception, two-day business sessions including morning and afternoon tea, lunch, delegate networking functions, the Conference Gala Dinner, name badge and a satchel. The cost to attend the conference is heavily subsidised by LGNSW and sponsors.

Optional Events

Briefing sessions incur a fee of \$44 for one session or \$66 for two sessions and can be booked via the online registration for optional events.

A special session for general managers is offered free of charge on Wednesday 6 December. Register online.

The ALGWA breakfast is not part of the conference registration fee but priced separately.

The conference fee does not cover accommodation or partner attendance. Partners wishing to attend social functions need to book and pay online.

Sponsor Registration Fees

Each sponsorship level includes a certain number of registrations. If sponsors wish to register additional staff, we have a special rate which includes the President's Opening Reception. Tickets must be purchased separately for the dinner.

Registration fees (inclusive of GST)

DELEGATES	FEES
Early Bird Registration (paid by 23 October 2017)	\$899
Standard Registration (paid by 27 November 2017)	\$999
Non-member Early Bird Registration (paid by 23 October 2017)	\$1798
Non-member Standard Registration (paid by 27 November 2017)	\$1998
Sponsors Extra Staff Registration (paid by 27 November 2017)	\$440
PARTNERS AND EXTRA GUESTS	
President's Opening Reception	\$77
Conference Gala Dinner	\$154
Training Sessions (see draft program on website)	\$44/\$66
ALGWA Breakfast	\$55

REGISTRATION

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Confirmation, Cancellation Policy and Enquiries

Should you be unable to attend once registered, a substitute delegate is welcome to attend in your place at no additional charge. All cancellations and amendments must be advised in writing to the Conference Secretariat, Bradley Hayden at bradley@ccem.com.au. Cancellations made by 5.00pm Monday 27 November 2017 will be eligible for a full refund less a \$110 administration fee per registration. Cancellations made after 5.00pm Monday 27 November 2017 are not refundable.

Special Requirements

If you have any special dietary requirements, access or impairment issues, please ensure you complete the appropriate section of the online registration form. Every effort is made to ensure catering is varied, nutritional and inclusive of differing tastes.

Privacy

LGNSW is the organiser of the Local Government NSW Annual Conference 2017 and is bound by and committed to supporting the principles set out in the *Privacy and Personal Information Act 1998* and the Australian Privacy Principles. LGNSW will collect and store the information you provide in the registration process for the purpose of enabling us to register your attendance. With your permission, LGNSW may disclose some of the information whereby it is reasonably expected that such purpose be related to the offer, provision and improvement of conferences and services.

Delegate Contact Details

Please note that a nametag scanning facility will be available on site for sponsors and exhibitors to scan delegates' nametags with their agreement, resulting in delegate contact details going straight to the sponsor or exhibitor. By registering for the conference you are deemed to have acknowledged and accepted this process.

Photography

There will be a photographer at the conference who will take pictures during the sessions and social functions. If you have your picture taken it is assumed that you consent to LGNSW using images. Images may be used for print and electronic publications.

Liability for your Registration

In the event of unforeseen circumstances, LGNSW and the Conference Secretariat do not accept responsibility or liability for the loss of expenses incurred by delay, cancellation, or miscommunication. By completing and submitting the online registration form, you are deemed to have read and accepted the cancellation and privacy information.

Contact

The Conference Secretariat, Bradley Hayden, is your contact for:

- Sponsorship enquiries, bookings and the trade exhibition
- Registration and function enquiries for delegates, sponsors and partners including payments and inclusions.

Email bradley@ccem.com.au
Phone 0412 461 392
Address PO Box 5013, Albury NSW 2709

LGNSW manages arrangements in relation to:

- Business Papers and Conference material
- Applications for Service Awards (to be presented as part of the Conference Gala Dinner)
- All general enquiries regarding the business program.

Email events@lgnsw.org.au
Phone 02 9242 4000
Address GPO Box 7003, Sydney NSW 2001

Voting at the Conference on Motions

If you are a voting representative for your council, you **must** be in the main auditorium on Tuesday 5 December so that a quorum can be achieved.

Voting at the conference will be by electronic handsets and a delegate plastic voting card will be distributed at registration. The plastic voting card must be returned at the end of the voting day or a fee of \$100 per card will be invoiced. Electronic handsets will be distributed at accessible points to the main auditorium. A demonstration of the cards and electronic handsets will be given prior to business motion voting. This year lanyards will also identify those who are voting delegates.

Contact LGNSW regarding:

- Voting delegate entitlements
- The 2017 Annual Conference dates and deadlines.

For information relating to council voting entitlements, please contact Adam Dansie on 02 9242 4140. For details regarding your voting entitlements or how to change your voting delegate's name, please refer to the LGNSW website.

Business Papers

Member councils will receive printed copies of the Business Paper one week before the conference. Papers will also be available in draft form to download from LGNSW's website at this time. Councils may also view the Record of Decisions from the 2016 conference on LGNSW's website.

BUSINESS PROGRAM

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Local Government NSW Annual Conference 2017

A copy of the full draft program is available at www.lgnsw.org.au

Abridged version of the Program

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Following delegate feedback from recent conferences, where some delegates requested the discussion of specific motions and others requested the discussion of consolidated overarching issues, the LGNSW Board has decided to set the first day of business sessions as the primary time to discuss all motions.

The second day will include keynote speakers covering a range of issues, three concurrent topic streams and Association business.

MONDAY 4 DECEMBER

2.00pm – 4.45pm	Registration opens
3.00pm – 4.00pm	Optional concurrent briefing sessions (choose one): <ul style="list-style-type: none"> • Coming together post-amalgamation: lessons and next steps – case studies Peter Tegart, Interim General Manager, Queanbeyan Palerang Regional Council TBC • Elected life and good governance: building your capabilities A session for new councillors
4.00pm – 5.00pm	Sessions above repeated
5.00pm – 7.00pm	President's Opening Reception in Maritime Ballroom in the trade exhibition

TUESDAY 5 DECEMBER

7.30pm – 5.00pm	Registration opens
From 8.00am – 5.30pm	Voting for Executive Board
9.15am – 9.45am	Address from The Hon Gladys Berijiklian MP , Premier of New South Wales
9.45am – 11.00am	Address from Cr Keith Rhoades AFSM , President, LGNSW Opening of the Federal Conference, chaired by Cr Keith Rhoades AFSM including demonstration of voting units, adoption of standing orders, presentation of the auditor's report, general financial report and operating report to members. Business session and consideration of motions.
6.00pm – 7.00pm	Delegate Networking Function

WEDNESDAY 6 DECEMBER

7.30pm – 5.00pm	Registration opens
7.30am – 8.45am	Australian Local Government Women's Association (ALGWA NSW) Breakfast Special Guest Speaker Rhoda Roberts , Head of First Nation Programming, Sydney Opera House, Festival Director Boomerang, will speak on Accessing and Creating Relationships with Your Local Community.
9.00am – 9.05am	Introduction by Ellen Fanning , Master of Ceremonies
9.05am – 9.35am	Address from The Hon Gabrielle Upton MP , Minister for Local Government
9.35am – 10.05am	Keynote: Dr Jonathan Carr-West , Chief Executive, Local Government Information Unit UK presents on Transforming Local Government (invited)
10.30am – 11.00am	Address from The Hon Peter Primrose MLC , Shadow Minister for Local Government
11.00am – 11.15am	Address from The Hon Melinda Pavey MP , Minister for Roads, Maritime and Freight
11.15am – 11.30pm	Address from Carolyn McNally , Secretary of the Department of Planning and Environment, on Housing Affordability and Partnerships with Councils
11.40pm – 12.10pm	Address from Stuart Reeve , Managing Director, Micromex Research and Consulting on Community Perceptions of Local Government
12.10pm – 12.30pm	Presentation of the AR Bluett Awards
12.30pm – 12.50pm	Association Business and Treasurer's Report
1.40pm – 3.10pm	Concurrent Session 1: Environment and Planning Concurrent Session 2: Infrastructure and Economics Concurrent Session 3: People and Communities
3.20pm – 4.00pm	Keynote: Annabel Crabb , Walkley Award winning journalist, on 'What the community wants and expects from government; what local government can learn from the international, national and state experience; and what it means for local government in the future.'
7.30pm – 11pm	CONFERENCE DINNER, Grand Ballroom Hyatt Regency (in the conference room)

SOCIAL PROGRAM

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President's Opening Reception

Monday 4 December, 5pm – 7pm

Maritime Ballroom, Hyatt Regency Sydney

Dress Code: Smart Casual

Join special guests, fellow councillors, the LGNSW Board, general managers, sponsors and speakers at an informal cocktail party in the Maritime Ballroom.

ALGWA Breakfast

7.15am for 7.30am start - ends 8.45am

Wednesday 6 December, Wharf Rooms 1 and 2

Register as part of the conference registration process.

Cost \$55

Special Guest Speaker **Rhoda Roberts**, Head of First Nation Programming, Sydney Opera House, Festival Director Boomerang: [Accessing and creating relationships with your local community](#).

Conference Gala Dinner 'Summer in Sydney'

Sponsored by StateCover Mutual Limited



Wednesday 6 December 2017. Doors open at 7.30pm

Dress Code: After Five

Join us at the end of the conference for a gala dinner in tasteful style, brought to you with the generous assistance of Elite Sponsor StateCover.

With a smile that could light up the Sydney Opera house and a voice that's as big, bold and colourful as Uluru, Rhonda Burchmore has endeared herself to all Australians. After 30 years in the business she continues to draw thunderous applause wherever she performs.

Sizzle in summer alongside Rhonda and her show 'Too Darn Hot' – a celebration of the divas of jazz including Ella Fitzgerald, Peggy Lee and Julie London.



Rhonda Burchmore



Grand Ballroom, Hyatt Regency Sydney

The Soul Doctors is a seven piece funk soul and groove band. Fronted by Anita Spring, whose sassy vocals and dynamic personality are well known on the Australian pop scene, the band's style is deeply rooted in the infectious funk grooves of the 1970s.



The Soul Doctors

AWARDS

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Service Awards

Outstanding Service and Emeritus Mayor Awards will be presented during the conference dinner on Wednesday 6 December 2017 to those who have given outstanding service to local government. To enable the processing of awards, councils are asked to advise LGNSW whether or not award nominees will be attending the conference. If not attending as a delegate, a dinner ticket will need to be purchased. The deadline for applications is Monday 11 September 2017.

A letter confirming the presentation will be sent to your general manager. If you do not receive confirmation by Monday 2 October, please contact LGNSW on 02 9242 4000.

The online nomination form can be found on [LGNSW's website](#).

AR Bluett Awards

The AR Bluett Memorial Trustees will also present the prestigious AR Bluett Awards during the business program on Wednesday 6 December at 12.10pm to two councils that have been recognised as the most progressive in NSW in 2016/17.

Accommodation

For conference delegates wishing to stay at the Hyatt Regency Sydney, a reduced accommodation rate is available from Sunday 3 December until Thursday 7 December.

Book accommodation at the [Hyatt Regency Sydney](#). For group bookings please contact Ashley Markovic, Group Reservations Coordinator, on 02 9290 4812 or Ashley.Markovic@hyatt.com.

New: Members can enjoy a special room rate at the [Amora Hotel Jamison Sydney](#). LGNSW has negotiated a special member rate of \$250 per night for a deluxe king room or deluxe double reduced from up to \$450 per night (subject to availability). As an additional benefit, LGNSW members can enjoy a discounted breakfast of \$25, reduced from \$40. This is available to all LGNSW members including staff and council. To access this benefit, please contact the hotel direct and state that you are a LGNSW member at the time of booking and have your work email or business card ready. Book directly on 02 9696 2500 or email res@sydney.amorahotels.com.

Many other hotels are available within walking distance of the conference venue. To meet all budgets and requirements, LGNSW has negotiated a 10% discount for all Accor Hotels in the area. [Explore and book nearby hotels](#).

December is a busy time in Sydney. LGNSW encourages delegates to book accommodation as early as possible to avoid disappointment.

GENERAL INFORMATION

Child Care Arrangements

If delegates require childcare facilities in order to attend the conference or social programs, contact [City of Sydney](#) for options.

Parking

Hyatt Regency Sydney offers guests the option of valet parking for AUD \$70.00 per car, per 24 hour period with unlimited entry and exit. Entry is gained via a driveway at 161 Sussex Street, Sydney and the hotel's Concierge team will assist you. Alternatively please view the [Wilson's Parking website](#) for full details on fees and charges. Wilson's car parking is conveniently located directly opposite the hotel and offers 24 hour parking. Access to the car park is via 168 Sussex Street or 383 Kent Street. The car park has height restrictions of 2.1 metres.

Environmental Sustainability Commitment

LGNSW is committed to ensuring the LGNSW Annual Conference 2017 is organised and conducted in a sustainable manner to reduce the impact on the planet. The event will adhere to [LGNSW Principles and Guidelines for Event Sustainability](#).

Sponsorships and Partnerships

If you are interested in sponsoring the conference, giving support or taking part in our trade display, please contact the Conference Secretariat, Bradley Hayden, at bradley@ccem.com.au



Hyatt Regency

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Elite Sponsor

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Distinguished Sponsors



Delegates Lounge

Exclusive Coffee Cart Sponsor



Large Vehicle Sponsor

Special Interest Lounge Sponsor



Breakfast Sponsor

Valued Sponsors

AUSTRALIAN INSTITUTE
of COMPANY DIRECTORS

(ITEM 74/17) INVESTMENT REPORT AS AT 31 JULY 2017

File No: 17/35872

REPORT BY CHIEF FINANCE OFFICER

Summary

In accordance with Clause 212 of the *Local Government (General) Regulation 2005*, this report details all money that Council has invested under Section 625 of the *Local Government Act 1993*.

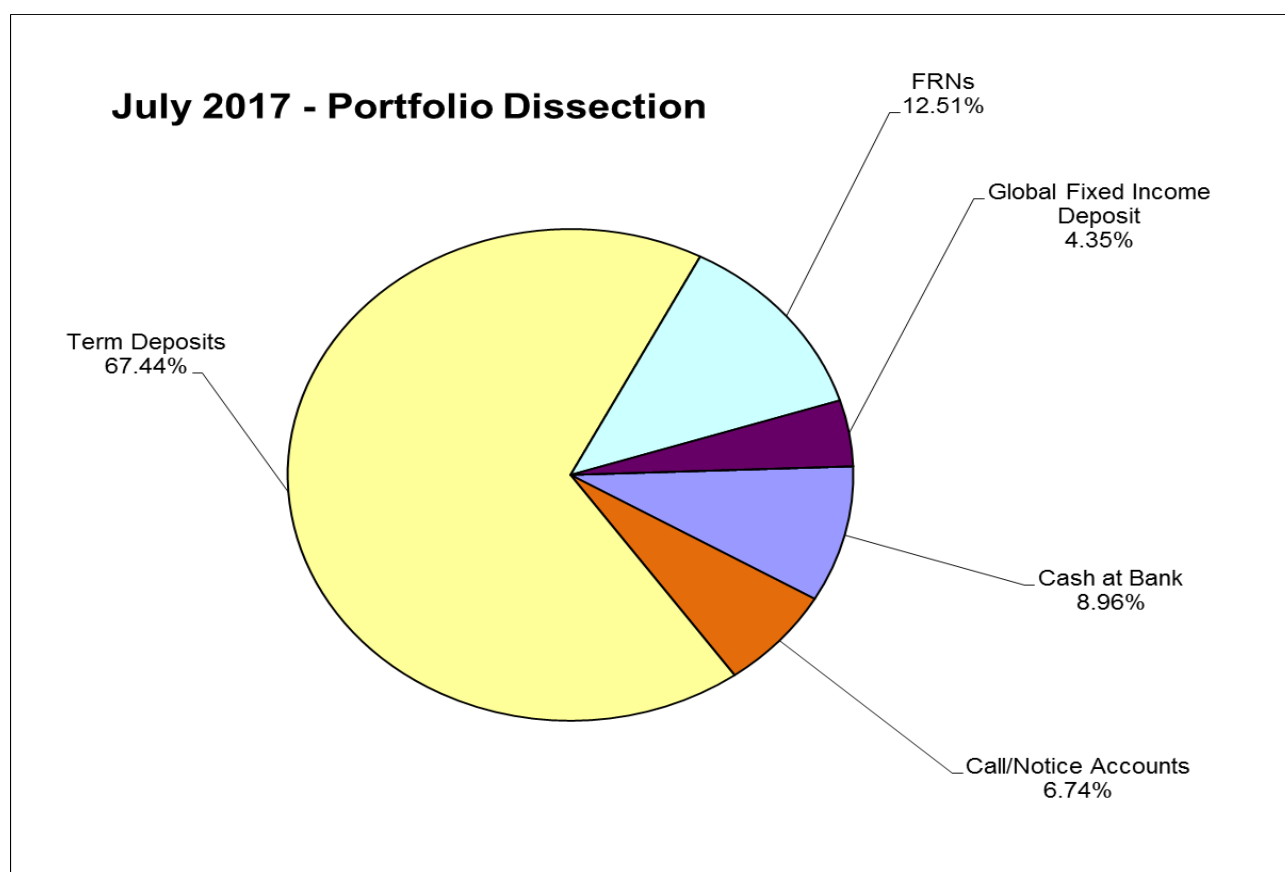
Background

As provided for in Clause 212 of the *Local Government (General) Regulation 2005*, a report listing Council's investments must be presented to Council.

Council's investments are made up of a number of direct investments, some of which are managed or advised by external agencies.

Investment Portfolio

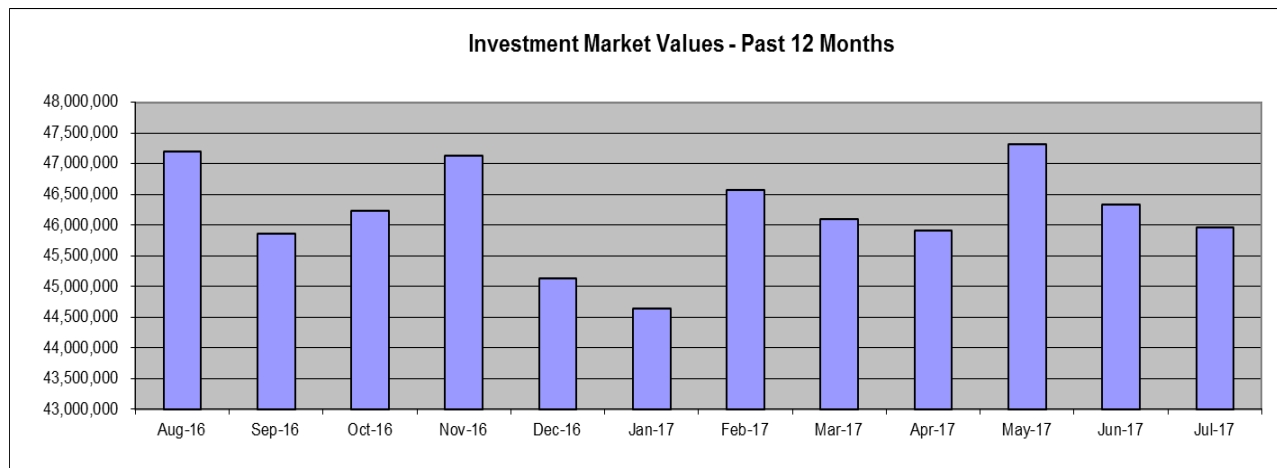
Council has a diversified investment portfolio and has a number of direct investments in term deposits. The investment portfolio as at 31 July 2017 is:



As at 31 July 2017 Council held the following term deposits:

Purchase Date	Financial Institution	Principal Investment Amount	Interest Rate	Investment Days	Maturity Date
27-Feb-17	Bankwest	3,000,000	2.60%	182	28-Aug-2017
28-Feb-17	ME Bank (Curve)	2,000,000	2.62%	181	28-Aug-2017
03-Mar-17	ING Bank	2,000,000	2.70%	180	30-Aug-2017
06-Mar-17	AMP Bank (Curve)	3,000,000	2.75%	182	04-Sep-2017
24-Mar-17	Bankwest	3,000,000	2.60%	180	20-Sep-2017
24-Mar-17	AMP Bank (Curve)	2,000,000	2.75%	180	20-Sep-2017
03-Apr-17	Suncorp Bank	4,000,000	2.60%	183	03-Oct-2017
20-Apr-17	Bank of Queensland	2,000,000	2.65%	180	17-Oct-2017
26-Apr-17	ING Bank	3,000,000	2.69%	180	23-Oct-2017
07-Jun-17	ING Bank (Curve)	3,000,000	2.63%	210	03-Jan-2018
10-Jul-17	National Australia Bank	2,000,000	2.43%	120	07-Nov-2017
27-Jul-17	National Australia Bank	2,000,000	2.40%	89	24-Oct-2017
Total		31,000,000			

The following graph highlights Council's investment balances for the past 12 months:



Council's investment portfolio is recognised at market value and some of its investments are based on the midpoint valuations of the underlying assets and are subject to market conditions that occur over the month.

Council's investment balances as at reporting date and for the previous two months are detailed in Attachment 1. Definitions on the types of investments are detailed in Attachment 2.

Investment Performance and Market Commentary

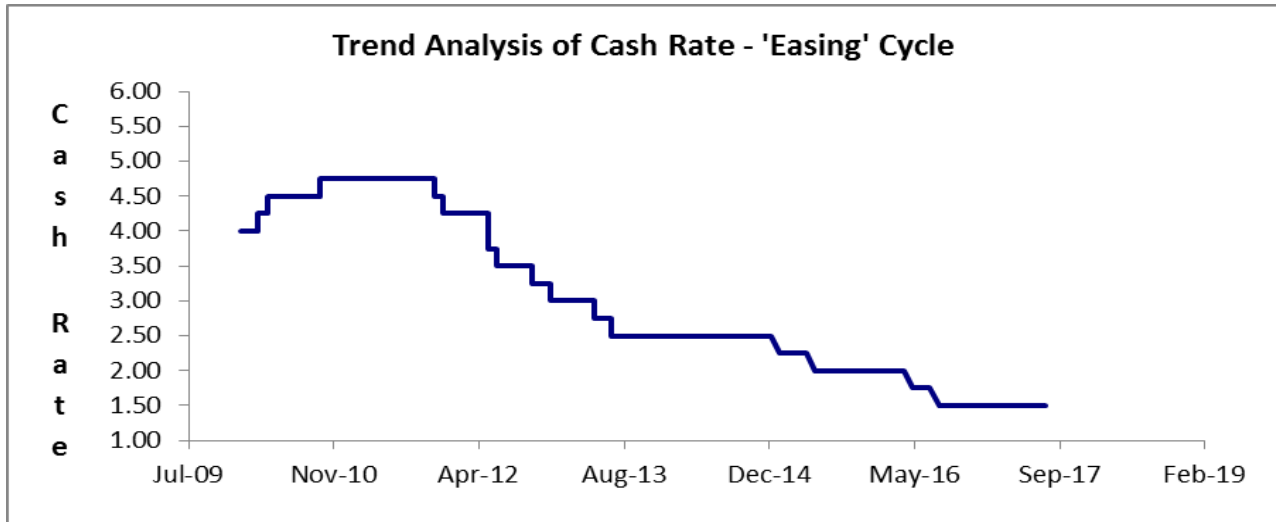
The Reserve Bank of Australia (RBA) at its 1 August 2017 Board Meeting kept the official cash rate at 1.50% per annum. "... The global economy is continuing to improve, Labour markets have tightened further and above trend growth is expected in a number of advanced economies, although uncertainties remain. Growth in the Chinese economy has picked up a little and is being supported by increased spending on infrastructure and property construction, with the high level of debt continuing to present a medium-term risk.

Domestically, the forecast is for the economy to grow at an annual rate of around 3 per cent. The transition to lower levels of mining investment following the mining boom is almost complete, with some large LNG projects now close to completion. Business conditions have improved and capacity utilisation increased. The current high level of residential construction is forecast to be maintained for some time, before gradually easing. At the same time, consumption growth remains

uncertain, reflecting slow growth in real wages and high levels of household debt.

The Board has judged that holding the stance of monetary policy unchanged at this meeting would be consistent with sustainable growth in the economy and achieving the inflation target over time....“ Statement by Philip Lowe, Governor: Monetary Policy Decision – 1 August 2017

The following graph provides information on the current RBA monetary policy:



Recommendation(s)

1. That the Investment Report for 31 July 2017 be received and endorsed.
2. That the Certificate of the Responsible Accounting Officer be received and noted.

Attachments

- 1 [↓](#) Investment Register - July 2017 1 Page
- 2 [↓](#) Types of Investments - July 2017 1 Page

ITEM 74/17 Investment Report as at 31 July 2017.DOC

Investment Register - July 2017

Credit Ratings	
AAA	Extremely strong capacity to meet financial commitments Highest Rating
AA	Very strong capacity to meet financial commitments.
A	Strong capacity to meet financial commitments but somewhat susceptible to adverse economic conditions and changes in circumstances.
BBB	Adequate capacity to meet financial commitments, but more subject to adverse economic conditions.
CCC	Currently vulnerable and dependent on favourable business, financial and economic conditions to meet financial commitments
D	Payment default on financial commitments
+	Means that a rating may be raised
-	Means that a rating may be lowered

Certificate of Responsible Accounting Officer

I hereby certify that the investments listed have been made in accordance with Section 625 of the Local Government Act 1993, Clause 212 of the Local Government (General) Regulation 2005 and Council's Investment Policies at the time of their placement.

W. Amilage

Wayne Amilage
Chief Finance Officer

BURWOOD COUNCIL INVESTMENT PORTFOLIO as at 30 July 2017

Investment Adviser	Issuer	Investment Name	Type	Rating S&P	Invested Amount	Market Value as at 31 May	Market Value as at 30 June	Market Value at Reporting Date	% of Total Invested	ADI or N-ADI
Cash & Deposits at Call										
Council	Commonwealth Bank	Operating Account	Cash	AA-	4,120,391	1,476,450	1,480,135	4,120,991	8.96	ADI
Council	Commonwealth Bank	Online Saver	At Call	AA-	3,038,619	7,035,549	3,038,619	3,038,619	6.61	ADI
Council	AMP Bank	AMP Business Saver & Notice Account	At Call / Notice 30 days	A	59,261	57,983	59,086	59,261	0.13	ADI
Term Deposits - Term (30-180 days)										
Council	AMP Bank (Curve)	AMP Bank	Term Deposit	A	3,000,000	3,000,000	3,000,000	3,000,000	6.53	ADI
Council	AMP Bank (Curve)	AMP Bank	Term Deposit	A	2,000,000	2,000,000	2,000,000	2,000,000	4.35	ADI
Council	Bank of Queensland	Bank of Queensland	Term Deposit	BBB+	-	2,000,000	2,000,000	-	-	ADI
Council	Bank of Queensland	Bank of Queensland	Term Deposit	BBB+	-	3,000,000	3,000,000	-	-	ADI
Council	Bank of Queensland	Bank of Queensland	Term Deposit	BBB+	2,000,000	2,000,000	2,000,000	2,000,000	4.35	ADI
Council	BankWest	Bank of Western Australia	Term Deposit	AA-	3,000,000	3,000,000	3,000,000	3,000,000	6.53	ADI
Council	BankWest	Bank of Western Australia	Term Deposit	AA-	3,000,000	3,000,000	3,000,000	3,000,000	6.53	ADI
Council	ING Bank	ING	Term Deposit	A-	2,000,000	2,000,000	2,000,000	2,000,000	4.35	ADI
Council	ING Bank	ING	Term Deposit	A-	3,000,000	3,000,000	3,000,000	3,000,000	6.53	ADI
Council	ME Bank	ME Bank	Term Deposit	BBB	2,000,000	2,000,000	2,000,000	2,000,000	4.35	ADI
Council	National Australia Bank	National Australia Bank	Term Deposit	AA-	2,000,000	-	-	2,000,000	4.35	ADI
Council	National Australia Bank	National Australia Bank	Term Deposit	AA-	2,000,000	2,000,000	2,000,000	2,000,000	4.35	ADI
Council	Suncorp-Metway Limited	Suncorp	Term Deposit	A+	4,000,000	4,000,000	4,000,000	4,000,000	8.70	ADI
Council	ING Bank (Curve)	ING	Term Deposit	A-	3,000,000	-	3,000,000	3,000,000	6.53	ADI
Short - Medium Term (1-2 Years)										
Nil	Nil	Nil	Nil							
Medium Term (2-5 Years)										
Council	Suncorp-Metway Limited	Suncorp-Metway Limited	Floating Rate Notes (90 day BBSW mid +94 bps)	A+	2,000,000	2,000,000	2,000,000	2,000,000	4.35	ADI
Council	Bank of Queensland	Bank of Queensland	Floating Rate Notes (90 day BBSW +105 bps)	A-	1,000,000	1,000,000	1,000,000	1,000,000	2.18	ADI
Council	Bendigo-Adelaide Bank	Bendigo Bank & Adelaide Bank	Floating Rate Medium Term Notes (90 day BBSW +110 bps)	BBB+	1,000,000	1,000,000	1,000,000	1,000,000	2.18	ADI
Council	Commonwealth Bank	Commonwealth Bank	Floating Rate Notes (90 day BBSW +78 bps)	AA-	1,000,000	1,000,000	1,000,000	1,000,000	2.18	ADI
Council	AMP Bank Limited	AMP Bank Limited	Floating Rate Notes (90 day BBSW +110 bps)	A	750,000	750,000	750,000	750,000	1.63	ADI
Council	Commonwealth Bank	Commonwealth Bank	Global Fixed Income Deposit	AA-	2,000,000	2,000,000	2,000,000	2,000,000	4.35	ADI

45,907,671 47,317,902 46,326,841 45,907,671 100

Types of Investments

Council's investment portfolio consists of the following types of investment:

1. **Cash and Deposits at Call** – Cash and Deposits at Call accounts are a flexible savings facility providing a competitive rate of interest for funds which are at call (available within 24hours). These accounts enable us to control Council's cashflows along with council's General Fund Bank account. Interest rates are updated in accordance with movements in market rates.

The following investments are classified as Cash and Deposits at Call:

- Commonwealth Bank of Australia – Online Saver AA-
- AMP Business Saver and Notice – At Call/Notice AA-
- Macquarie Treasury – At Call account A
- UBS Bank – At Call High Yield account A

2. **Floating Rate Notes (FRN)** - FRNs are a contractual obligation whereby the issuer has an obligation to pay the investor an interest coupon payment which is based on a margin above bank bill. The risk to the investor is the ability of the issuer to meet the obligation.

FRNs are either sub-debt or senior-debt which means that they are guaranteed by the bank that issues them with sub-debt notes rated a notch lower than the bank itself. The reason for this is that the hierarchy for payments of debt in event of default is:

- a. Term Deposits
- b. Global Fixed Income Deposits
- c. Senior Debt
- d. Subordinated Debt
- e. Hybrids
- f. Preference shares
- g. Equity holders

In the case of default, the purchaser of subordinated debt is not paid until the senior debt holders are paid in full. Subordinated debt is therefore more risky than senior debt.

(ITEM 75/17) INVESTMENT REPORT AS AT 31 AUGUST 2017

File No: 17/41536

REPORT BY CHIEF FINANCE OFFICER

Summary

In accordance with Clause 212 of the *Local Government (General) Regulation 2005*, this report details all money that Council has invested under Section 625 of the *Local Government Act 1993*.

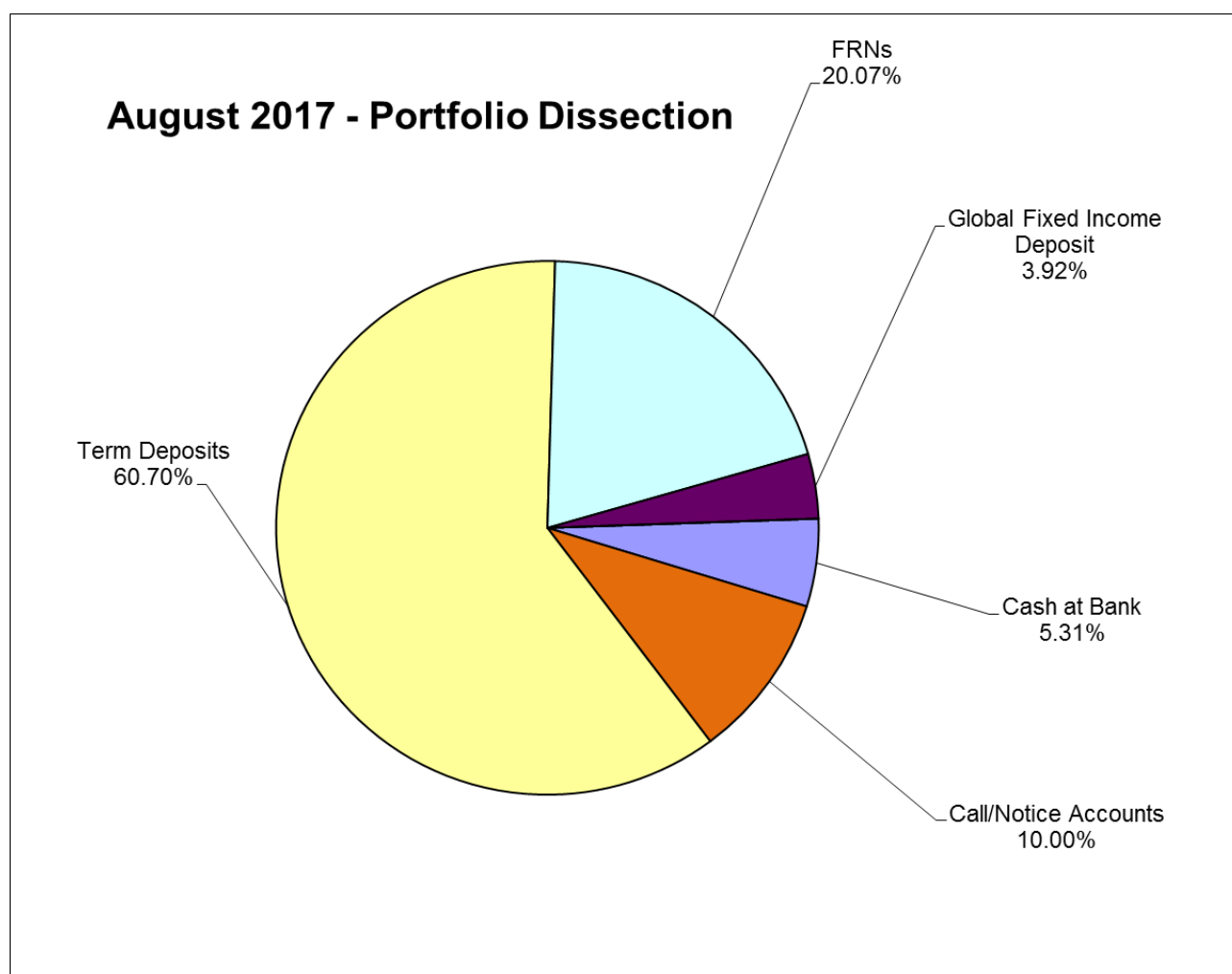
Background

As provided for in Clause 212 of the *Local Government (General) Regulation 2005*, a report listing Council's investments must be presented to Council.

Council's investments are made up of a number of direct investments, some of which are managed or advised by external agencies.

Investment Portfolio

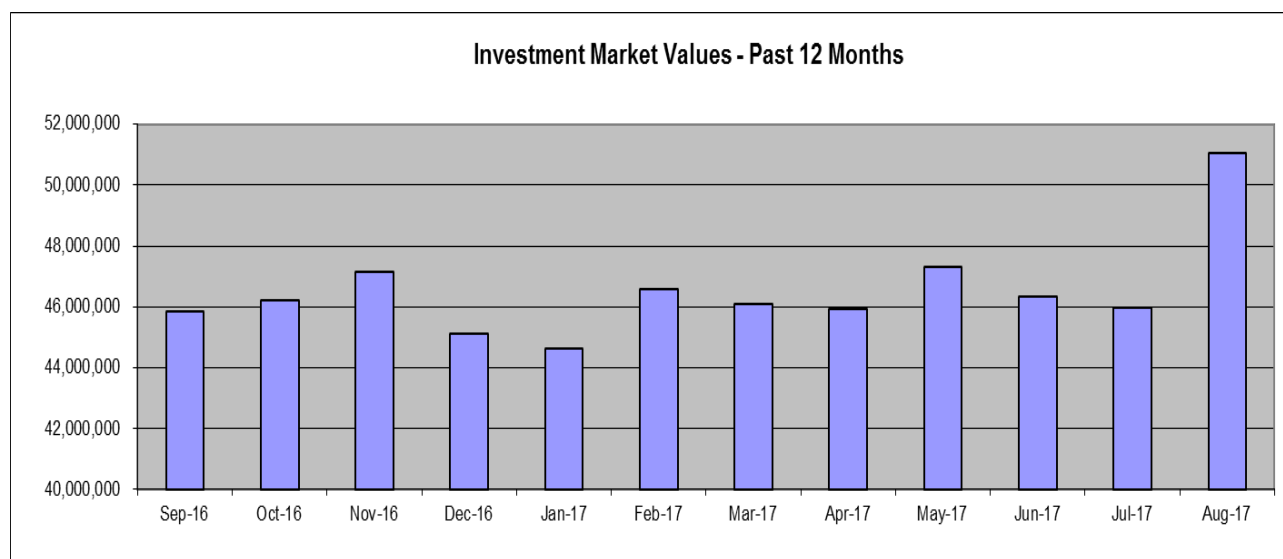
Council has a diversified investment portfolio and has a number of direct investments in term deposits. The investment portfolio as at 31 August 2017 is:



As at 31 August 2017 Council held the following term deposits:

Purchase Date	Financial Institution	Principal Investment Amount	Interest Rate	Investment Days	Maturity Date
06-Mar-17	AMP Bank (Curve)	3,000,000	2.75%	182	04-Sep-2017
24-Mar-17	Bankwest	3,000,000	2.60%	180	20-Sep-2017
24-Mar-17	AMP Bank (Curve)	2,000,000	2.75%	180	20-Sep-2017
03-Apr-17	Suncorp Bank	4,000,000	2.60%	183	03-Oct-2017
20-Apr-17	Bank of Queensland	2,000,000	2.65%	180	17-Oct-2017
26-Apr-17	ING Bank	3,000,000	2.69%	180	23-Oct-2017
07-Jun-17	ING Bank (Curve)	3,000,000	2.63%	210	03-Jan-2018
10-Jul-17	National Australia Bank	2,000,000	2.43%	120	07-Nov-2017
27-Jul-17	National Australia Bank	2,000,000	2.40%	89	24-Oct-2017
01-Aug-17	National Australia Bank	2,000,000	2.40%	90	30-Oct-2017
28-Aug-17	ME Bank (Curve)	2,000,000	2.50%	182	26-Feb-2018
31-Aug-17	Westpac	3,000,000	2.61%	365	31-Aug-2018
Total		31,000,000			

The following graph highlights Council's investment balances for the past 12 months:



Council's investment portfolio is recognised at market value and some of its investments are based on the midpoint valuations of the underlying assets and are subject to market conditions that occur over the month.

Council's investment balances as at reporting date and for the previous two months are detailed in Attachment 1. Definitions on the types of investments are detailed in Attachment 2.

Investment Performance and Market Commentary

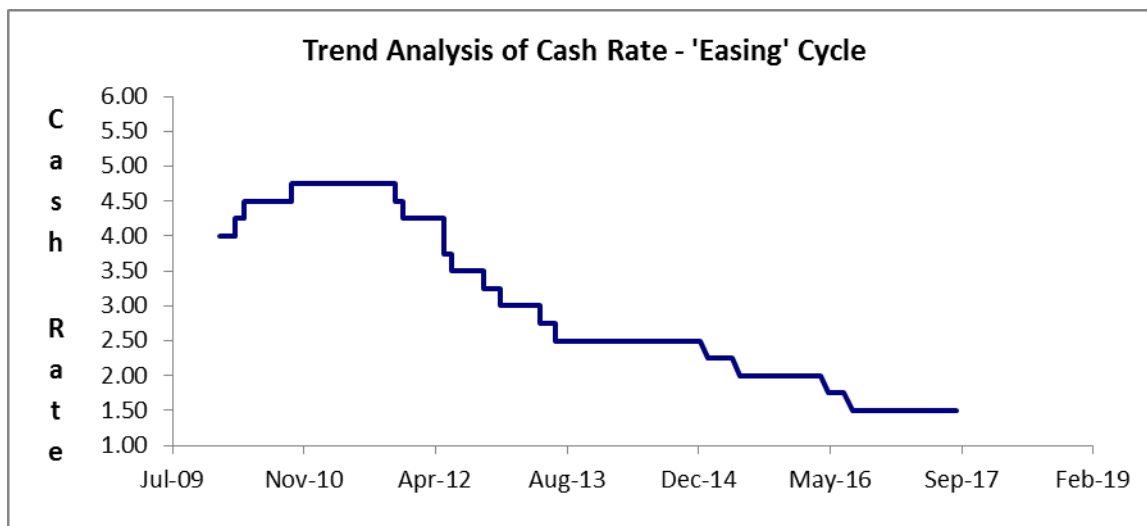
The Reserve Bank of Australia (RBA) at its 5 September 2017 Board Meeting kept the official cash rate at 1.50% per annum. "... The global economy is continuing to improve, Labour markets have tightened further and above trend growth is expected in a number of advanced economies, although uncertainties remain. Growth in the Chinese economy has picked up a little and is being supported by increased spending on infrastructure and property construction, with the high level of debt continuing to present a medium-term risk.

Domestically, the forecast is for the economy to grow at an annual rate of around 3 per cent. The transition to lower levels of mining investment following the mining boom is almost complete. The

outlook for non-mining investment has improved recently and reported business conditions are at a high level. Residential construction activity remains at a high level but little further growth is expected. At the same time, Retail sales have picked up recently, although slow growth in real wages and high levels of household debt are likely to constrain future growth in spending.

The Board has judged that holding the stance of monetary policy unchanged at this meeting would be consistent with sustainable growth in the economy and achieving the inflation target over time....“ Statement by Philip Lowe, Governor: Monetary Policy Decision – 5 September 2017

The following graph provides information on the current RBA monetary policy:



Recommendation(s)

1. That the Investment Report for 31 August 2017 be received and endorsed.
2. That the Certificate of the Responsible Accounting Officer be received and noted.

Attachments

- 1 [Investment Register - August 2017](#) 1 Page
- 2 [Types of Investments - August 2017](#) 1 Page

ITEM 75/17 Investment Report as at 31 August 2017.DOC
Investment Register - August 2017

Credit Ratings	Extremely strong capacity to meet financial commitments Highest Rating
AAA	Extremely strong capacity to meet financial commitments Highest Rating
AA	Very strong capacity to meet financial commitments,
A	Strong capacity to meet financial commitments but somewhat susceptible to adverse economic conditions and changes in circumstances.
BBB	Adequate capacity to meet financial commitments, but more subject to adverse economic conditions.
CCC	Currently vulnerable and dependent on favourable business, financial and economic conditions to meet financial commitments
D	Payment default on financial commitments
+	Means that a rating may be raised
-	Means that a rating may be lowered

Certificate of Responsible Accounting Officer
I hereby certify that the investments listed have been made in accordance with Section 625 of the Local Government Act 1993, Clause 212 of the Local Government (General) Regulation 2005 and Council's Investment Policies at the time of their placement.

W. Amittage

Wayne Amittage
Chief Finance Officer

BURWOOD COUNCIL
INVESTMENT PORTFOLIO
as at 31 August 2017

Investment Adviser	Issuer	Investment Name	Type	Rating S&P	Invested Amount	Market Value as at 30 June	Market Value as at Reporting Date	% of Total Invested	ADI or N-ADI
Cash & Deposits at Call									
Council	Commonwealth Bank	Operating Account	Cash	AA-	2,712,732	1,480,135	4,120,991	5.31	ADI
Council	Commonwealth Bank	Online Saver	At Call	AA-	5,046,826	3,038,619	5,046,826	9.88	ADI
Council	AMP Bank	AMP Business Saver & Notice Account	At Call / Notice 30 days	A	89,261	58,086	59,261	0.11	ADI
Term Deposits - Term (30-180 days)									
Council	AMP Bank (Curve)	AMP Bank	Term Deposit	A	3,000,000	3,000,000	3,000,000	5.87	ADI
Council	AMP Bank (Curve)	AMP Bank	Term Deposit	A	2,000,000	2,000,000	2,000,000	3.92	ADI
Council	Bank of Queensland	Bank of Queensland	Term Deposit	BBB+	-	2,000,000	-	-	ADI
Council	Bank of Queensland	Bank of Queensland	Term Deposit	BBB+	-	2,000,000	-	-	ADI
Council	Bank of Queensland	Bank of Queensland	Term Deposit	BBB+	2,000,000	2,000,000	2,000,000	3.92	ADI
Council	BankWest	Bank of Western Australia	Term Deposit	AA-	3,000,000	3,000,000	3,000,000	5.87	ADI
Council	BankWest	Bank of Western Australia	Term Deposit	AA-	-	3,000,000	3,000,000	-	ADI
Council	ING Bank	ING	Term Deposit	A-	-	2,000,000	2,000,000	-	ADI
Council	ING Bank	ING	Term Deposit	A-	3,000,000	3,000,000	3,000,000	5.87	ADI
Council	ING Bank (Curve)	ME Bank	Term Deposit	BBB	2,000,000	2,000,000	2,000,000	3.92	ADI
Council	Westpac	Westpac	Term Deposit	AA-	3,000,000	-	3,000,000	5.87	ADI
Council	National Australia Bank	National Australia Bank	Term Deposit	AA-	2,000,000	-	2,000,000	3.92	ADI
Council	National Australia Bank	National Australia Bank	Term Deposit	AA-	-	2,000,000	2,000,000	-	ADI
Council	National Australia Bank	National Australia Bank	Term Deposit	AA-	2,000,000	2,000,000	2,000,000	3.92	ADI
Council	Suncorp-Metway Limited	Suncorp	Term Deposit	A+	4,000,000	4,000,000	4,000,000	7.63	ADI
Council	ING Bank (Curve)	ING	Term Deposit	A-	3,000,000	3,000,000	3,000,000	5.87	ADI
Short - Medium Term (1-2 Years)									
Council	Nil	Nil	Nil						
Medium Term (2-5 Years)									
Council	Suncorp-Metway Limited	Suncorp-Metway Limited	Floating Rate Notes (90 day BBSW mid +94 bps)	A+	2,000,000	2,000,000	2,000,000	3.92	ADI
Council	Bank of Queensland	Bank of Queensland	Floating Rate Notes (90 day BBSW +105 bps)	A-	1,000,000	1,000,000	1,000,000	1.96	ADI
Council	Bendigo-Adelaide	Bendigo Bank & Adelaide Bank	Floating Rate Medium Term Notes (90 day BBSW +110 bps)	BBB+	1,000,000	1,000,000	1,000,000	1.96	ADI
Council	Commonwealth Bank	Commonwealth Bank	Floating Rate Notes (90 day BBSW +78 bps)	AA-	1,000,000	1,000,000	1,000,000	1.96	ADI
Council	Suncorp-Metway Limited	Suncorp-Metway Limited	Floating Rate Notes (90 day BBSW mid +94 bps)	A+	1,500,000	-	1,500,000	2.94	ADI
Council	Westpac	Westpac	2 Year Fixed plus 3 Year Floating Rate Note (90day BBSW + 1.05 pps)	AA-	3,000,000	-	3,000,000	5.87	ADI
Council	AMP Bank Limited	AMP Bank Limited	Floating Rate Notes (90 day BBSW +110 bps)	A	750,000	750,000	750,000	1.47	ADI
Council	Commonwealth Bank	Commonwealth Bank	Global Fixed Income Deposit	AA-	2,000,000	2,000,000	2,000,000	3.92	ADI
					51,067,819	46,326,841	45,967,871	51,067,819	100

Types of Investments

Council's investment portfolio consists of the following types of investment:

1. **Cash and Deposits at Call** – Cash and Deposits at Call accounts are a flexible savings facility providing a competitive rate of interest for funds which are at call (available within 24hours). These accounts enable us to control Council's cashflows along with council's General Fund Bank account. Interest rates are updated in accordance with movements in market rates.

The following investments are classified as Cash and Deposits at Call:

- Commonwealth Bank of Australia – Online Saver AA-
- AMP Business Saver and Notice – At Call/Notice AA-
- Macquarie Treasury – At Call account A
- UBS Bank – At Call High Yield account A

2. **Floating Rate Notes (FRN)** - FRNs are a contractual obligation whereby the issuer has an obligation to pay the investor an interest coupon payment which is based on a margin above bank bill. The risk to the investor is the ability of the issuer to meet the obligation.

FRNs are either sub-debt or senior-debt which means that they are guaranteed by the bank that issues them with sub-debt notes rated a notch lower than the bank itself. The reason for this is that the hierarchy for payments of debt in event of default is:

- a. Term Deposits
- b. Global Fixed Income Deposits
- c. Senior Debt
- d. Subordinated Debt
- e. Hybrids
- f. Preference shares
- g. Equity holders

In the case of default, the purchaser of subordinated debt is not paid until the senior debt holders are paid in full. Subordinated debt is therefore more risky than senior debt.

(ITEM 76/17) INVESTMENT REPORT AS AT 30 SEPTEMBER 2017

File No: 17/44609

REPORT BY CHIEF FINANCE OFFICER

Summary

In accordance with Clause 212 of the *Local Government (General) Regulation 2005*, this report details all money that Council has invested under Section 625 of the *Local Government Act 1993*.

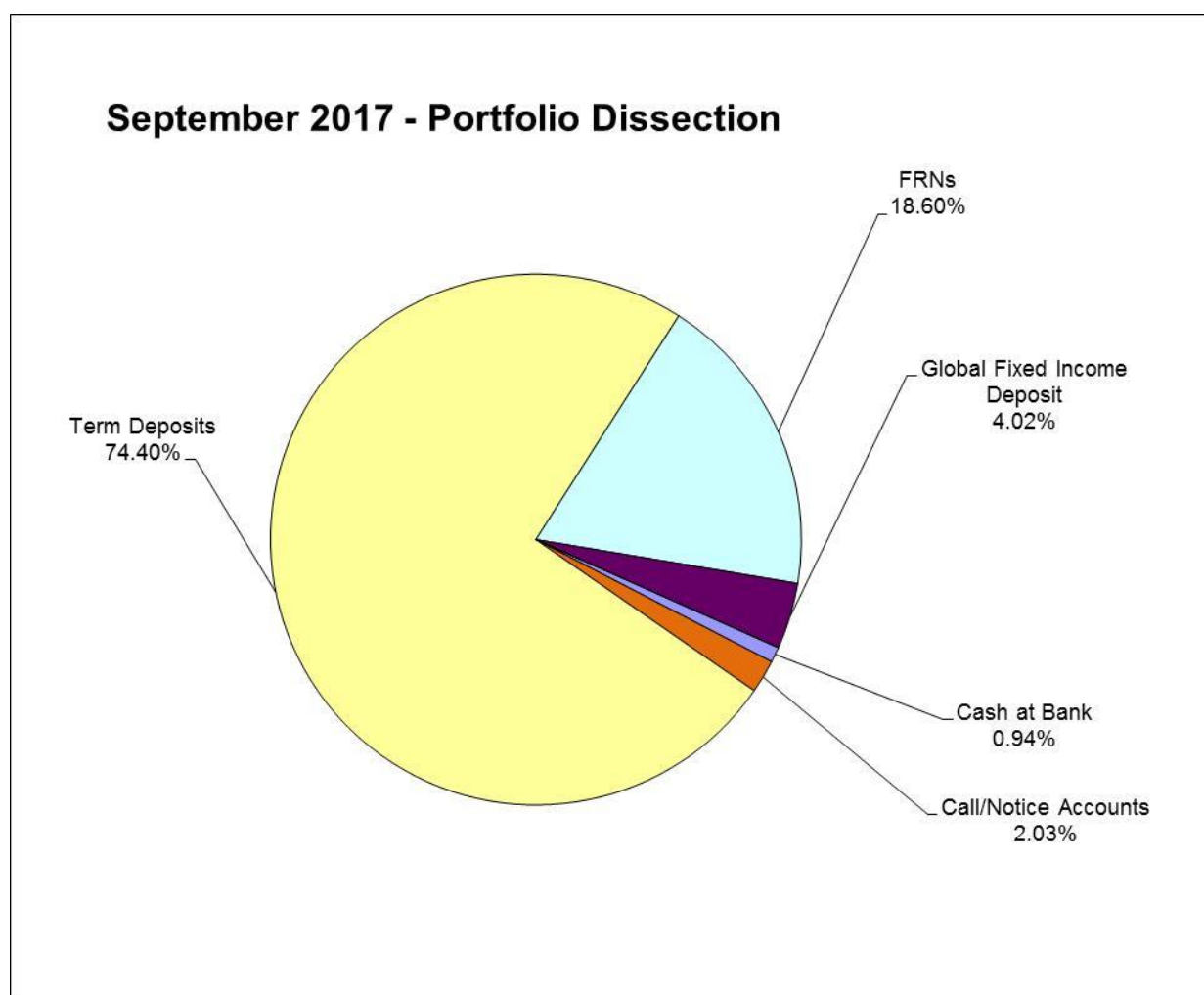
Background

As provided for in Clause 212 of the *Local Government (General) Regulation 2005*, a report listing Council's investments must be presented to Council.

Council's investments are made up of a number of direct investments, some of which are managed or advised by external agencies.

Investment Portfolio

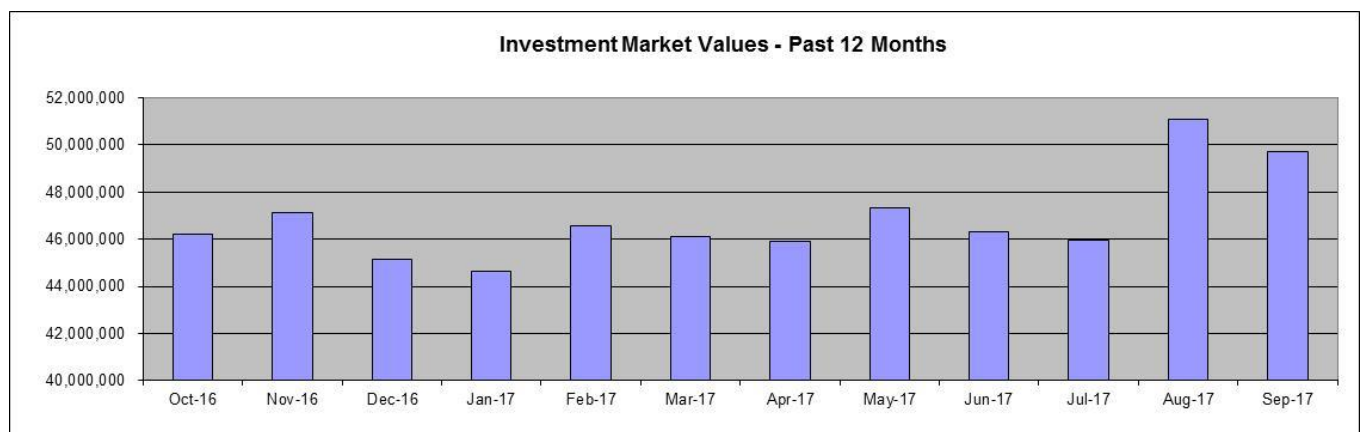
Council has a diversified investment portfolio and has a number of direct investments in term deposits. The investment portfolio as at 30 September 2017 is:



As at 30 September 2017 Council held the following term deposits:

Purchase Date	Financial Institution	Principal Investment Amount	Interest Rate	Investment Days	Maturity Date
03-Apr-17	Suncorp Bank	4,000,000	2.60%	183	03-Oct-2017
20-Apr-17	Bank of Queensland	2,000,000	2.65%	180	17-Oct-2017
26-Apr-17	ING Bank	3,000,000	2.69%	180	23-Oct-2017
27-Jul-17	National Australia Bank	2,000,000	2.40%	89	24-Oct-2017
01-Aug-17	National Australia Bank	2,000,000	2.40%	90	30-Oct-2017
10-Jul-17	National Australia Bank	2,000,000	2.43%	120	07-Nov-2017
08-Sep-17	National Australia Bank	3,000,000	2.52%	90	07-Dec-2017
12-Sep-17	National Australia Bank	3,000,000	2.52%	90	11-Dec-2017
20-Sep-17	National Australia Bank	3,000,000	2.51%	91	20-Dec-2017
07-Jun-17	ING Bank (Curve)	3,000,000	2.63%	210	03-Jan-2018
28-Aug-17	ME Bank (Curve)	2,000,000	2.50%	182	26-Feb-2018
04-Sep-17	AMP Bank (Imperium)	3,000,000	2.60%	270	01-Jun-2018
20-Sep-17	AMP Bank (Imperium)	2,000,000	2.60%	271	18-Jun-2018
31-Aug-17	Westpac	3,000,000	2.61%	365	31-Aug-2018
Total		37,000,000			

The following graph highlights Council's investment balances for the past 12 months:



Council's investment portfolio is recognised at market value and some of its investments are based on the midpoint valuations of the underlying assets and are subject to market conditions that occur over the month.

Council's investment balances as at reporting date and for the previous two months are detailed in Attachment 1. Definitions on the types of investments are detailed in Attachment 2.

Investment Performance and Market Commentary

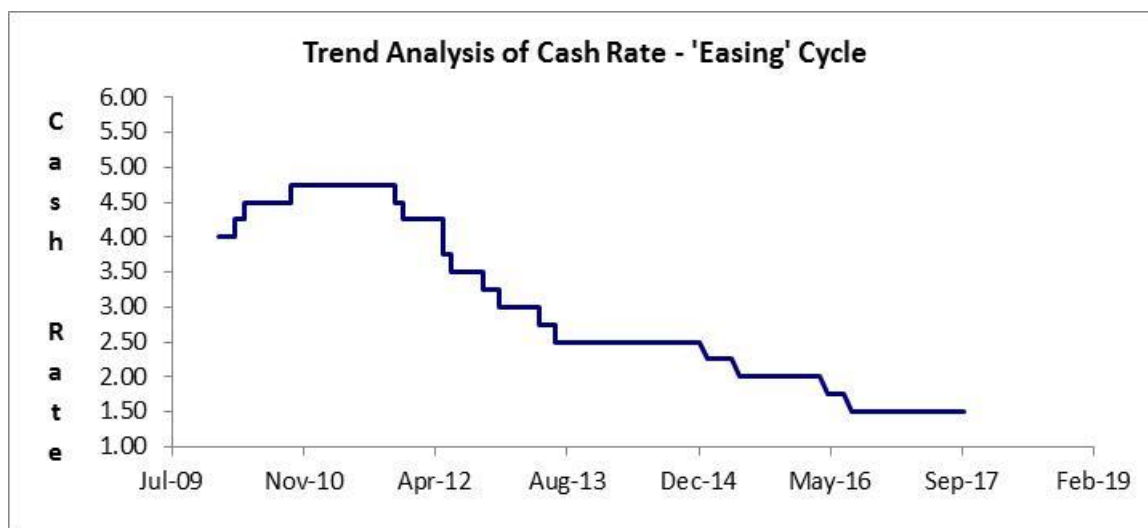
The Reserve Bank of Australia (RBA) at its 3 October 2017 Board Meeting kept the official cash rate unchanged at 1.50% per annum. "... The global economy is continuing to improve, labour markets have tightened further and above trend growth is expected in a number of advanced economies, although uncertainties remain. Growth in the Chinese economy has picked up a little and is being supported by increased spending on infrastructure and property construction, with the high level of debt continuing to present a medium-term risk.

Domestically, there have been consistent signs that non-mining business investment is picking up and business conditions as reported in surveys are at a high level and capacity utilisation has risen. Against this, slow growth in real wages and high levels of household debt are likely to constrain future growth in household spending. Employment has continued to grow strongly over

recent months, accompanied by a rise in labour force participation, pointing to solid growth in employment, although unemployment rate is expected to decline only gradually over the next couple of years. Stronger conditions in the labour market should see some lift in wage growth over time. Inflation remains low and is expected to pick up gradually as the economy strengthens.

The Board has judged that holding the stance of monetary policy unchanged at this meeting would be consistent with sustainable growth in the economy and achieving the inflation target over time....“ Statement by Philip Lowe, Governor: Monetary Policy Decision – 3 October 2017

The following graph provides information on the current RBA monetary policy:



Recommendation(s)

1. That the Investment Report for 30 September 2017 be received and endorsed.
2. That the Certificate of the Responsible Accounting Officer be received and noted.

Attachments

- 1 [↓](#) Investment Register - September 2017 1 Page
- 2 [↓](#) Types of Investments - September 2017 1 Page

ITEM 76/17 Investment Report as at 30 September 2017.DOC

Investment Register - September 2017

Credit Ratings	
AAA	Extremely strong capacity to meet financial commitments Highest Rating
AA	Very strong capacity to meet financial commitments.
A	Strong capacity to meet financial commitments but somewhat susceptible to adverse economic conditions and changes in circumstances.
BBB	Adequate capacity to meet financial commitments, but more subject to adverse economic conditions.
CCC	Currently vulnerable and dependent on favourable business, financial and economic conditions to meet financial commitments
D	Payment default on financial commitments
+	Means that a rating may be raised
-	Means that a rating may be lowered

Certificate of Responsible Accounting Officer
I hereby certify that the investments listed have been made in accordance with Section 625 of the Local Government Act 1993, Clause 212 of the Local Government (General) Regulation 2005 and Council's Investment Policies at the time of their placement.

Maria Lazzaro

Maria Lazzaro
Acting Chief Finance Officer

BURWOOD COUNCIL INVESTMENT PORTFOLIO as at 30 September 2017

Investment Adviser	Issuer	Investment Name	Type	Rating S&P	Invested Amount	Market Value as at 31 July	Market Value as at 31 August	Market Value as at Reporting Date	% of Total Invested	ADI or N-ADI
Cash & Deposits at Call										
Council	Commonwealth Bank	Operating Account	Cash	AA-	489,784	4,120,991	2,712,732	489,784	0.94	ADI
Council	Commonwealth Bank	Online Saver	At Call	AA-	951,350	3,038,819	5,046,528	951,350	1.91	ADI
Council	AMP Bank	AMP Business Saver & Notice Account	At Call / Notice 30 days	A	58,385	58,281	58,281	58,385	0.12	ADI
Term Deposits - Term (90-180 days)										
Council	AMP Bank (Curve)	AMP Bank	Term Deposit	A	-	3,000,000	3,000,000	-	-	ADI
Council	AMP Bank (Curve)	AMP Bank	Term Deposit	A	-	2,000,000	2,000,000	-	-	ADI
Council	Bank of Queensland	Bank of Queensland	Term Deposit	BBB+	2,000,000	2,000,000	2,000,000	2,000,000	4.02	ADI
Council	BankWest	Bank of Western Australia	Term Deposit	AA-	-	3,000,000	3,000,000	-	-	ADI
Council	BankWest	Bank of Western Australia	Term Deposit	AA-	-	3,000,000	-	-	-	ADI
Council	ING Bank	ING	Term Deposit	A-	-	2,000,000	-	-	-	ADI
Council	ING Bank	ING	Term Deposit	A-	3,000,000	3,000,000	3,000,000	3,000,000	6.03	ADI
Council	ME Bank (Curve)	ME Bank	Term Deposit	BBB	2,000,000	2,000,000	2,000,000	2,000,000	4.02	ADI
Council	Westpac	Westpac	Term Deposit	AA-	3,000,000	-	3,000,000	3,000,000	6.03	ADI
Council	National Australia Bank	National Australia Bank	Term Deposit	AA-	2,000,000	-	2,000,000	2,000,000	4.02	ADI
Council	National Australia Bank	National Australia Bank	Term Deposit	AA-	2,000,000	2,000,000	2,000,000	2,000,000	4.02	ADI
Council	National Australia Bank	National Australia Bank	Term Deposit	AA-	2,000,000	2,000,000	2,000,000	2,000,000	4.02	ADI
Council	Suncorp-Metway Limited	Suncorp	Term Deposit	AA-	4,000,000	4,000,000	4,000,000	4,000,000	8.04	ADI
Council	ING Bank (Curve)	ING	Term Deposit	A-	3,000,000	3,000,000	3,000,000	3,000,000	6.03	ADI
Council	AMP Bank (Imperium)	AMP Bank	Term Deposit	A	3,000,000	-	-	3,000,000	6.03	ADI
Council	National Australia Bank	National Australia Bank	Term Deposit	AA-	3,000,000	-	-	3,000,000	6.03	ADI
Council	AMP Bank (Imperium)	AMP Bank	Term Deposit	A	2,000,000	-	-	2,000,000	4.02	ADI
Council	National Australia Bank	National Australia Bank	Term Deposit	AA-	3,000,000	-	-	3,000,000	6.03	ADI
Council	National Australia Bank	National Australia Bank	Term Deposit	AA-	3,000,000	-	-	3,000,000	6.03	ADI
Short - Medium Term (1-2 Years)										
Nil	Nil	Nil	Nil							
Medium Term (2-5 Years)										
Council	Suncorp-Metway Limited	Suncorp-Metway Limited	Floating Rate Notes (60 day BESW mid +64 bps)	A+	2,000,000	2,000,000	2,000,000	2,000,000	4.02	ADI
Council	Bank of Queensland	Bank of Queensland	Floating Rate Notes (60 day BESW +103 bps)	A-	1,000,000	1,000,000	1,000,000	1,000,000	2.01	ADI
Council	Bendigo-Adelaide Bank	Bendigo Bank & Adelaide Bank	Floating Rate Medium Term Notes (60 day BESW +110 bps)	BBB+	1,000,000	1,000,000	1,000,000	1,000,000	2.01	ADI
Council	Commonwealth Bank	Commonwealth Bank	Floating Rate Notes (60 day BESW +78 bps)	AA-	-	1,000,000	1,000,000	-	-	ADI
Council	Suncorp-Metway Limited	Suncorp-Metway Limited	Floating Rate Notes (60 day BESW mid +64 bps)	A+	1,500,000	-	1,500,000	1,500,000	3.02	ADI
Council	Westpac	Westpac	2 Yr Fixed plus 3 Yr Floating Rate Note (90day BESW + 1.05 bps)	AA-	3,000,000	-	3,000,000	3,000,000	6.03	ADI
Council	AMP Bank Limited	AMP Bank Limited	Floating Rate Notes (60 day BESW +110 bps)	A	750,000	750,000	750,000	750,000	1.51	ADI
Council	Commonwealth Bank	Commonwealth Bank	Global Fixed Income Deposit	AA-	2,000,000	2,000,000	2,000,000	2,000,000	4.02	ADI
					49,775,599	45,967,871	51,067,819	49,775,599	100	

Types of Investments

Council's investment portfolio consists of the following types of investment:

1. **Cash and Deposits at Call** – Cash and Deposits at Call accounts are a flexible savings facility providing a competitive rate of interest for funds which are at call (available within 24hours). These accounts enable us to control Council's cashflows along with council's General Fund Bank account. Interest rates are updated in accordance with movements in market rates.

The following investments are classified as Cash and Deposits at Call:

- Commonwealth Bank of Australia – Online Saver AA-
- AMP Business Saver and Notice – At Call/Notice AA-
- Macquarie Treasury – At Call account A
- UBS Bank – At Call High Yield account A

2. **Floating Rate Notes (FRN)** - FRNs are a contractual obligation whereby the issuer has an obligation to pay the investor an interest coupon payment which is based on a margin above bank bill. The risk to the investor is the ability of the issuer to meet the obligation.

FRNs are either sub-debt or senior-debt which means that they are guaranteed by the bank that issues them with sub-debt notes rated a notch lower than the bank itself. The reason for this is that the hierarchy for payments of debt in event of default is:

- a. Term Deposits
- b. Global Fixed Income Deposits
- c. Senior Debt
- d. Subordinated Debt
- e. Hybrids
- f. Preference shares
- g. Equity holders

In the case of default, the purchaser of subordinated debt is not paid until the senior debt holders are paid in full. Subordinated debt is therefore more risky than senior debt.

(ITEM 77/17) DISCLOSURE BY COUNCILLORS AND DESIGNATED PERSONS RETURN REGISTER (PECUNIARY INTEREST RETURNS AND REGISTER) 2016/2017 AND PRIMARY RETURNS

File No: 17/41423

REPORT BY THE GENERAL MANAGER

Summary

In accordance with Section 450A of the *Local Government Act 1993*:

- The General Manager must keep a Register of Pecuniary Interest Returns and the Returns must be available for inspection by members of the public.
- The General Manager must arrange for the tabling of the Returns at the first meeting held after the last day of the period for lodgement (i.e. the first Council meeting after the end of September).

Background

Primary Disclosures by Councillors, Senior Staff and Designated Persons Returns are to be completed within three months of attaining the position of Councillor, Senior Staff or Designated Person with Council.

Each year, Councillors, the General Manager, senior staff and designated persons are required to lodge as at 30 June a completed Ordinary Pecuniary Interest Return by 30 September.

Receipt of Returns for Councillors, Senior Staff and Designated Persons lodged are as follows:

REGISTER OF DISCLOSURE OF INTEREST RETURNS **FOR THE PERIOD** **1 JULY 2016 TO 30 JUNE 2017**

Position	Incumbent	Received
Councillors		
Mayor	John Faker	24 July 2017
Deputy Mayor	George Mannah	13 July 2017
Councillor	Sally Deans	17 August 2017
Councillor	Lesley Furneaux-Cook	7 July 2017
Councillor	Justin Taunton	7 July 2017
Councillor	Tony Doueih	31 July 2017
Senior Staff		
General Manager	Michael McMahon	3 July 2017
Deputy General Manager Corporate, Governance and Community Executive Manager	Tommaso Briscese	17 July 2017
Deputy General Manager Land, Infrastructure and Environment	Bruce Macdonnell	3 July 2017
Position - Designated Persons		
Manager Organisation Development	Brian Mortimer	5 July 2017
Internal Ombudsman	Allan Yates	13 July 2017

Position	Incumbent	Received
Chief Finance Officer	Wayne Armitage	3 July 2017
Financial Management Accountant	Maria Lazzaro	25 September 2017
Financial Operations Accountant	Todd Cowan	13 September 2017
Customer Service Manager	Julie Mockett	31 July 2017
Governance Co-ordinator	Pina Viney	5 September 2017
Acting Manager Information Services	Tony Fakira	25 September 2017
Senior Manager Community and Library Services	Simon Fox	24 July 2017
Senior Manager Assets, Property and Building Services	Robert Teo	18 August 2017
Acting Senior Manager – Civil Construction and Operations	Chris Lane	22 August 2017
Manager Strategic Planning	Diwei Luo	15 August 2017
Executive Strategic Planner – Heritage Advisor	Marianna Kucic	4 July 2017
Senior Strategic Planner	Priya Uppal	16 August 2017
Manager Building and Development	Brian Olsen	5 July 2017
Town Planner	Phillip Johnston	7 September 2017
Town Planner	John Newman	25 September 2017
Special Project Officer – Building and Development	Mark Ranieri	5 July 2017
Area Building Surveyor	Nelson Silva	26 September 2017
Executive Town Planner	Robert Toohey	22 August 2017
Senior Town Planner	Michael Sue	24 July 2017
Manager Environment and Health	Harry Gavrilis	31 July 2017
Senior Environmental Health Officer	John Mills	31 July 2017
Senior Manager Assets and Design	John Inglese	22 August 2017
Environmental Health Officer	Stuart Burgess	3 July 2017
Manager Civil Construction and Maintenance	Michael Limnos	17 August 2017
Manager Design	Bill Adamopoulos	22 August 2017
Manager Enfield Aquatic Centre	Alison O'Bryan	6 September 2017
Acting Manager Parks	Mark Hodgson	22 August 2017
Manager Traffic and Transport	Roberto Di Federico	11 July 2017
Senior Landscape Architect	Paul Staples	Extended Leave
Property Management Co-ordinator	John Hilton	12 July 2017
Senior Manager Compliance	Martin Jenner	10 July 2017
Primary Return		
Procurement Officer	Prudence Pinto	27 September 2017
Building Surveyor	Susan Kim	5 September 2017
Manager Enfield Aquatic Centre	Ryan Blouin	25 September 2017
Acting Manager Information Services	Fabrizio Zincone	28 September 2017
Senior Town Planner	Brian O'Dowd	29 September 2017

Recommendation(s)

That the Ordinary Disclosures by Councillors and Designated Persons (Pecuniary Interest) Returns for the period 1 July 2016 to 30 June 2017 and primary returns be noted and accepted as tabled.

Attachments

There are no attachments for this report.

(ITEM 78/17) PROPOSED POWER OF ATTORNEY FOR THE ACTING GENERAL MANAGER

File No: 17/35422

REPORT BY THE GENERAL MANAGER

Summary

Since 2011 Council has been granting power of attorney to the General Manager, allowing signing of documents following formal resolutions by Council. It is recommended that the current legal arrangement be continued to facilitate the timely implementation of decisions of Council.

The power of attorney is prescribed, and not irrevocable or an enduring power of attorney. That is, the power of attorney can be terminated, revoked or suspended by Council at any time. The power of attorney must be registered for any dealings affecting land with the Land & Property Information Authority of NSW.

As the current General Manager, Michael Gerard McMahon, ceases his contract with Burwood Council on 24 November 2017, it is recommended that the Acting General Manager, Bruce Gordon Macdonnell, is granted the power of attorney if Council wishes to do so.

Background

Council received legal advice in 2011 in respect of the circumstances in which the Council can grant power of attorney to the General Manager, the operation of such power of attorney, and information that must be included in a report to Council so that the Council can determine whether or not to give power of attorney to the General Manager.

The following information was provided by Council's lawyers to assist Councillors in making the determination:

- a. a prescribed power of attorney can be granted to the General Manager to enable him to sign documents to give effect to resolutions of the Council made pursuant to its non-delegable functions under Section 377(1) of the Act.
- b. a prescribed power of attorney can be granted to the General Manager to enable him to sign documents to give effect to functions of the Council which the Council has validly delegated to the General Manager under Section 377(1) of the Act.
- c. if the Council resolves to grant a prescribed power of attorney to the General Manager, the prescribed power of attorney should be registered in the General Register of Deeds at the NSW Land and Property Management Authority (LPMA) to enable the General Manager to sign documents of title for registration at the NSW LPMA;
- d. the signing of documents by the General Manager under a prescribed power of attorney is a more expeditious way of implementing decisions of the Council rather than by affixing the Seal of Council to documents in the presence of two people (including at least one Councillor) in accordance with the requirements of clause 400 of the Regulation.
- e. if the Council grants a prescribed power of attorney to the General Manager, the prescribed power of attorney will not authorise the General Manager to execute a document or do any act which will confer a benefit on the General Manager unless the prescribed power of attorney expressly authorises the conferral of the benefit: Section 12(1) of the POA Act;
- f. the General Manager will maintain a register of documents signed under the prescribed power of attorney and report to Council at its meetings on each document which the General Manager has signed pursuant to the prescribed power of attorney

- g. the Council is free to terminate or suspend the prescribed power of attorney at any time after giving the prescribed power of attorney to the General Manager
- h. an instrument revoking or terminating a registered power of attorney may also be registered by the Registrar-General in the General Register of Deeds
- i. many councils in New South Wales grant powers of attorney to their general managers and to other senior staff including (without limitation) the City of Sydney and North Sydney Council

A further summary of the legal advice is provided below:

1. Grant of a Power of Attorney

- a. A fundamental consideration is whether a council can give a power of attorney to an individual. The *Powers of Attorney Act 2003 (POA Act)* defines a “principal” in Section 3(1) as “the person giving the power”. “Person” is not defined in the POA Act, but is defined in Section 21(1) of the *Interpretation Act 1987* as including “an individual, a corporation and a body corporate or politic”.
- b. Under Section 220(1) of the *Local Government Act 1993 (the Act)*, a council is a body politic of the State with perpetual succession and the legal capacity and powers of an individual, both in and outside the State. Consequently, councils fall within the definition of a “principal” for the purposes of the POA Act and can give powers of attorney to individuals.
- c. Section 377(1) of the Act provides that a council may, by resolution, delegate to its general manager or any other person or body, any functions of the council other than the functions listed in that Section.
- d. The functions listed in Section 377(1) of the Act must only be exercised by a council. In the exercise of these functions, such as the sale and purchase of land or the borrowing of money, ordinarily a council enters into a contract, agreement or loan facility by affixing its seal to the relevant document in the manner required by clause 400 of the *Local Government (General) Regulation 2005 (the Regulation)*.
- e. There is no reason why, in the exercise of its non-delegable functions under Section 377(1) of the Act, a council cannot resolve that the signing of documents which give effect to the resolution be effected by its general manager. Making such a resolution does not result in a delegation of non-delegable functions, but simply provides for a more efficient process for the signing of relevant documents than by affixing the seal of the Council to those documents.
- f. Additionally, in circumstances where a council, by resolution, delegates functions (other than those functions listed in Section 377(1) of the Act – such as the delegable functions of creating easements or leases), to its general manager or any other officer of the council, a council can resolve that the signing of documents which give effect to the delegated functions be done under power of attorney.

2. Operation of a Power of Attorney

- a. The POA Act permits the grant of:
 - (i) prescribed powers of attorney
 - (ii) irrevocable powers of attorney
 - (iii) enduring powers of attorney

- b. If the Council resolves to give a power of attorney to the General Manager, the power of attorney should be a prescribed power of attorney and not an irrevocable or enduring power of attorney.
- c. Irrevocable powers of attorney remain effective despite, among other things the bankruptcy, mental incapacity or death of the principal. Enduring powers of attorney remain effective, even if the principal lacks capacity through loss of mental capacity, after execution of the power of attorney. Such powers of attorney are not relevant where the principal is a body politic such as a council.
- d. Although, the POA Act does not expressly empower a principal to terminate, revoke or suspend a prescribed power of attorney, it is clear from Division 2 of Part 6 of the POA Act and from Schedule 1 of the POA Act that a principal can terminate or revoke a prescribed power of attorney. A prescribed power of attorney terminates on the death or mental incapacity of the attorney and may be revoked by the principal at any time by written notice. The Council will be free to terminate, revoke or suspend a prescribed power of attorney at any time after giving a prescribed power of attorney to the General Manager.
- e. If a power of attorney is terminated, revoked or suspended, an attorney who does an act that would have been within the scope of the power without knowing of the termination or suspension is entitled to rely on the power of attorney in relation to that act in the same manner and to the same extent as if the power had not been terminated or suspended: Section 47 of the POA Act.
- f. However, an attorney under a prescribed power of attorney that is terminated must not do any act or thing under the prescribed power of attorney if the attorney knows of the termination at the time when the attorney does the act or thing: Section 49(1) of the POA Act. An attorney under a prescribed power of attorney must not do any act or thing under the prescribed power of attorney where the authority to do that act or thing has been suspended if the attorney knows of the suspension at the time when the attorney does the act or thing: Section 49(2) of the POA Act. The maximum penalty for breach of these Sections is five years' imprisonment.
- g. Powers of attorney may be registered, but must be registered for any dealings affecting land: see Section 52 of the POA Act.

If any registered power of attorney is terminated, such termination can be registered.

Conclusion

Council can, by resolution under Section 377(1), delegate to its General Manager (this includes an Acting General Manager) any function of the Council other than those functions listed in that Section. This function must only be exercised by the Council.

Legal advice confirms that there is no reason why Council could not delegate to the Acting General Manager the signing of documents which give effect to its resolutions. It simply provides for more efficient processing for the signing of relevant documents and then by affixing the Seal of Council to those documents.

The POA Act permits the granting of three powers (prescribed, irrevocable or enduring). Council should only give power of attorney to the Acting General Manager in the form of a prescribed power of attorney, and not an irrevocable or enduring power of attorney. As advised by the Land & Property Information Authority NSW, the prescribed power of attorney can be terminated, revoked or suspended by Council at any time. Specific penalties apply to any breach of this Section which could involve up to five years in imprisonment.

Recommendation(s)

1. That Council delegate to Bruce Gordon Macdonnell, Acting General Manager, a prescribed power of attorney in accordance with the General Power of Attorney attached to the report.
2. That Council authorise the Mayor and Deputy Mayor to execute the General Power of Attorney under Common Seal of Council.
3. That the Acting General Manager report to Council every three months on all documents signed under the prescribed Power of Attorney.

Attachments

- 1 [!\[\]\(8c4dca64662d21542001ca0ed7eeb688_img.jpg\)](#) Draft General Power of Attorney 3 Pages

ATTACHMENT 1

ITEM 78/17 Proposed Power of Attorney for the Acting General Manager.DOC
Draft General Power of Attorney

DATED _____ 2017

GENERAL POWER OF ATTORNEY

BURWOOD COUNCIL (Principal)

BRUCE GORDON MACDONNELL (Attorney)

ATTACHMENT 1

ITEM 78/17 Proposed Power of Attorney for the Acting General Manager.DOC Draft General Power of Attorney

GENERAL POWER OF ATTORNEY

PART1– GENERAL

This power of attorney is made on the 24 day of October 2017 by **BURWOOD COUNCIL (Principal)** of Suite 1, Level 2, 1-17 Elsie Street, Burwood, New South Wales 2134.

1. The Principal appoints **Bruce Gordon Macdonnell** the Acting General Manager of the Council, of Suite 1, Level 2, 1-17 Elsie Street, Burwood, New South Wales 2134 to be its attorney (**Attorney**). The Attorney may exercise the authority conferred on him by Part 2 of the *Powers of Attorney Act 2003* to do on behalf of the Principal anything which the Principal may lawfully authorise an attorney to do. The Attorney's authority is subject to any additional details specified in Part 2 of this document.
2. This power of attorney operates immediately.

PART 2 - ADDITIONAL POWERS AND RESTRICTIONS

This power of attorney is limited to the execution of documents which give effect to:

- (a) resolutions of the Principal where resolutions are required for the exercise of any function of the Principal; and
- (b) functions of the Principal which have been delegated to the Attorney,

in accordance with the *Local Government Act 1993*.

This power of attorney does not operate as a delegation of any function of the Principal for the purposes of Section 377 of the *Local Government Act 1993*.

In witness, whereof, the Principal has hereunto affixed its seal on the abovementioned date.

THE SEAL of **BURWOOD COUNCIL**)
was affixed pursuant to the authority)
conferred by Council resolution </17>)
24 October 2017 in the presence of the)
Mayor and Deputy Mayor.)

John Faker
Mayor

Bruce Gordon Macdonnell
Acting General Manager

Lesley Furneaux-Cook
Deputy Mayor

Important Information for Principals and Attorneys

1. A power of attorney is an important and powerful legal document. You should get legal advice before you sign it. A power of attorney gives the attorney the authority to buy and sell real estate, shares and other assets for the principal, to operate the principal's bank accounts, to spend the principal's money on behalf of the principal and to exercise many other powers. It is not to be used after the principal dies.
2. A power of attorney cannot be used for health or lifestyle decisions. The principal should appoint an enduring guardian under the *Guardianship Act 1987* if the principal wants a particular person to make these decisions. For further information, contact the Guardianship Tribunal (toll free 1800 463 928 or www.gt.nsw.gov.au) or the Public Guardian ((02) 8688 2650 or 1800 451 510 or www.lawlink.nsw.gov.au/opg).
3. Part 2 of the power of attorney will permit the attorney to use the principal's money and assets for the attorney or anyone else as provided by clauses 5, 6 and 7. If the principal does not want this to happen, then the principal should delete the powers from Part 2 that the principal does not want to give the attorney.
4. An attorney must always act in the best interests of the principal. Unless the attorney is expressly authorised, the attorney cannot gain a benefit from being an attorney.
5. This power of attorney is for use in New South Wales only. If you need a power of attorney for interstate or overseas, you may need to make a power of attorney under their laws. The laws of some other State and Territories in Australia may give effect to this power of attorney. However, you should not assume this will be the case. You should confirm whether the laws of the State or Territory concerned will in fact recognise this power of attorney.
6. An attorney should keep the attorney's own money and property separate from the principal's money and property, unless they are joint owners, or operate joint bank accounts. An attorney should keep reasonable accounts and records about the principal's money and property.
7. If the attorney is signing documents that affect real estate, the power of attorney must be registered at the Land & Property Management Authority NSW ("LPMA").

For information on powers of attorney, the attorney's duties and registration, contact LPMA ((02) 9228 6666 or www.lpma.nsw.gov.au for a fact sheet) or a solicitor, a trustee company or the NSW Trustee and Guardian (www.tag.nsw.gov.au).

(ITEM 79/17) ADOPTION - DRAFT PERMIT PARKING SCHEME POLICY

File No: 17/45287

REPORT BY DEPUTY GENERAL MANAGER LAND, INFRASTRUCTURE & ENVIRONMENT

Summary

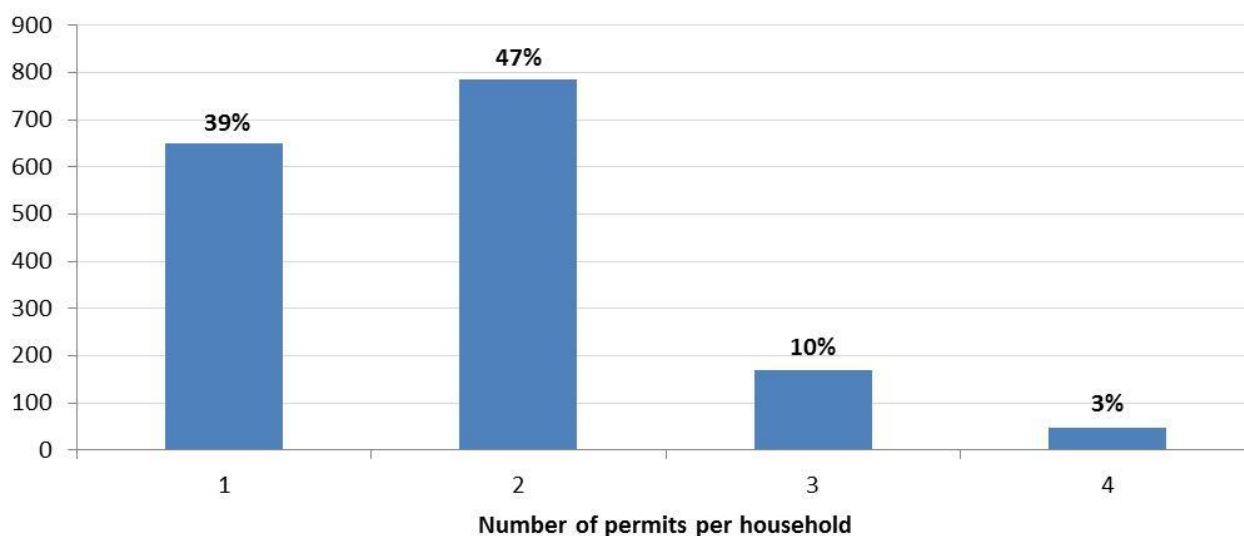
A review of Council's Permit Parking Scheme Policy has been undertaken in relation to providing residents with a second Visitor Permit without the need to submit an additional application form.

Background

Council's current Permit Parking Scheme Policy allows residents to automatically obtain one Residential Permit (properties with no off-street parking are automatically entitled to a second Residential Permit) and one Visitor Permit. Additional Resident and Visitor Permits may be applied for using a 'Request for Additional Permits' form and are assessed on a case by case basis which takes into consideration:

- the number of permits already issued to the property
- the number of off-street parking spaces within the property
- the existing number of permits issued to an area
- the number of on-street parking spaces within the area

In total over the past 12 months Council has issued 3,081 parking permits being 1, 257 (41%) Resident Permits and 1,823 (59%) Visitor Permits. The average household currently possess two parking permits, with 39% possessing 1 permit, 47% possessing 2 permits, 10% possessing 3 permits and 3% possessing 4 permits.



In the past 12 months Council has received 282 applications for additional parking permits, which represents 6% of the 4,673 properties currently within the Scheme. Of these applications 64% received an additional Resident Permit, 23% received an additional Visitor Permit, and 13% were refused based on ineligibility.

Proposal

It is proposed to amend the Policy and application form to allow residents to automatically obtain a second Visitor Permit upon payment of the relevant fee. The process for requests for additional Residential Permits is proposed to remain unaffected.

The RMS Guide to Permit Parking advises that:

- *“the number of [resident] Permits issued to an area should not exceed the number of available on-street parking spaces in the area.”*
- *“the number of residents’ Visitor Permits issued to a resident is a matter for the authority” (being Council).*

A change of policy is not likely to result in every resident obtaining a second visitor permit given the associated fee, the number of residents which currently apply for additional permits and the number of residents who are content with a single permit. Given the proposed change to the Policy the total number of permits in an area may exceed the number of available on-street parking spaces, however the number of resident permits issued will not be affected by the proposed change to the Policy which is in accordance with the RMS Guidelines.

An area of concern in issuing additional Visitor Permits is the possibility of permits being sold or used contrary to their intended use which is for legitimate visitors of residents. All Visitor Permits contain a specific Permit Parking Scheme area number which limit where the permits can be used, as well as containing the address of the resident to ensure it is used within the vicinity of the resident’s property. Council currently monitors the use of Visitor Permits via Law Enforcement staff to ensure they are used correctly and will continue to be on the lookout for any fraudulent use.

Consultation

The Draft Permit Parking Scheme Policy has been endorsed by Council’s Policy, Procedures and Corporate Practice Panel at its meeting of 5 October 2017.

Given the proposed changes to the Policy are to provide residents the option of greater access to parking permits it is not expected that the Draft Policy would receive any objections if placed on public exhibition. As such it is not recommended that the Draft Policy be publicly notified.

Financial Implications

There is likely to be a small increase in revenue generated from the additional Visitor Permit fee of \$60. Overall Council’s decision to provide Resident Permits and one Visitor Permit free of charge means that the permit system operates at a loss which would not change as a result of the proposed changes to the Policy.

Conclusion

The Permit Parking Scheme Policy has been amended to allow residents the option to purchase a second Visitor Permit without the need to complete additional application forms. The proposed change is not expected to have a significant impact upon parking within existing Permit Parking Scheme Areas.

Recommendation

That Council adopt the Draft Permit Parking Scheme Policy.

Attachments

- 1 [Draft - Permit Parking Scheme Policy](#)



Burwood Council

heritage ■ progress ■ pride

PERMIT PARKING SCHEME (PPS) POLICY INCLUDING APPLICATION FORM

PO Box 240, BURWOOD NSW 1805
Suite 1, Level 2 1-17 Elsie Street BURWOOD NSW 2134
Phone: (02) 9911 9911 Fax: (02) 9911 9900
Email: council@burwood.nsw.gov.au

Public Document
Adopted by Council: XXX (Min. No. X/XX)
Trim No.: 17/44534
Version No. 5
Ownership: Traffic and Transport

ATTACHMENT 1

ITEM 79/17 Adoption - Draft Permit Parking Scheme Policy.DOC Draft - Permit Parking Scheme Policy

DRAFT Permit Parking Scheme Policy

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1. Introduction

Burwood Council is the Parking Authority for all on-street parking within the Burwood Local Government Area (LGA). In certain areas where demand for on-street parking exceeds supply, or areas which fall under Councils Public Parking Strategy, Council has introduced restricted 'time limited' parking.

To allow residents, residents' visitors, business and commuters to park their vehicles in these restricted areas without time restrictions or charge, Council has implemented a Permit Parking Scheme (PPS).

This Policy, and the attached application form, outline the circumstances under which individuals may apply for, and be granted, a Parking Permit. Permits will only be issued in accordance with the eligibility criteria and conditions outlined in this Policy.

More information, including a map of eligible properties, is available from Council's Customer Service Centre and website (www.burwood.nsw.gov.au).

2. Overview Of The Scheme

Burwood Council offers five types of Parking Permit for use by members of the public:

- Resident Permit
- Visitor Permit
- Business Permit
- Annual Permit
- Commuter Permit

Only residents and business operators that reside or work at a property designated by Council as being located within a Permit Parking Scheme area are eligible for Parking Permits. Note that certain properties (including recently constructed residential flat buildings) may not be included in a PPS area as such properties are required to provide sufficient off-street parking.

Each Parking Permit is valid for 12 or 24 months from the date of issue and is issued for a specific Permit Area only (as indicated on both the permit and street signage). A holder of a Parking Permit is not guaranteed a parking space within the specific area for which the Parking Permit is issued.

Parking Permits will NOT be issued for trucks (vehicles over 4.5 tonnes GVM), trailers, boats, buses, trams, tractors or any other vehicle deemed unsuitable by the General Manager.

3. Resident Permits

To allow residents that reside within a designated Permit Parking Scheme Area to park on-street in certain locations without restriction or charge, Council may issue Resident Permits.

Eligible residents are entitled to a maximum of two Resident Permits per household, depending on the number of off-street parking spaces (including garages and carports) available.

Specific entitlements are:

Number of Off-Street Car Spaces	Number of Permits
Nil off-street spaces	2
One or more off-street spaces	1

Off-street parking spaces are defined as a garage, carport, or any other facility which allows a resident to store their vehicle within or on their premises.

Resident Permits can only be issued for vehicles that are registered at the address of the applicant or (for business vehicles that are used privately) kept at the resident's address. By law, each Resident Permit must include a registration number, therefore Resident Permits are non-transferable.

Premises including, but no limited to, boarding houses, hostels, seniors housing and bed and breakfast accommodation will be assessed based on the number of off-street parking spaces available, with eligibility to be determined by authorised Council Officers.

All applications will be assessed and audited individually for off-street car spaces. If the audit identifies that a premises has two or more spaces and an application has been lodged for a parking permit, such application will be refused and fraudulent documents may be referred for formal investigation.

4. Visitor Permits

To allow eligible residents' visitors such as carers, relatives or friends to park on-street in certain locations without restriction or charge, Council may issue Visitor Permits. Eligible residents are entitled to a maximum of two Visitor Permits as follows:

4.1 One free Visitor Permit per household.

4.2 One additional Visitor Permit with a fee payable in accordance with Council's Schedule of Fees and Charges.

Visitor Parking Permits are for residents visitor's only and cannot be issued for a business or organisation. Visitor Permits are only valid in circumstances where the driver or passenger of the vehicle are directly visiting the address of the applicant (resident) with the address of the resident to appear on the Parking Permit (as required by law).

The first visitor permit is provide free of charge with an annual fee payable for an additional Visitor Permit. Lost Visitor Permits are replaceable at a cost, in accordance with Council's Schedule of Fees and Charges.

Premises including, but no limited to, boarding houses, hostels, seniors housing and bed and breakfast accommodation will be assessed based on the number of off street parking spaces available, with eligibility to be determined by authorised Council Officers.

Visitor permits are not to be used for large trucks (vehicles over 4.5 tonnes GVM), trailers, boats, buses, trams, tractors or any other vehicle deemed unsuitable by the General Manager.

5. Business Permits

Business Permits allow for owners of commercial premises located in certain Town Centre areas, that have nil off-street parking spaces, to park on-street without restriction or charge. All costs are in accordance with Council's Schedule of Fees and Charges.

Each eligible organisation/ business is entitled to:

Number of Off Street Car Spaces	Number of Permits
Nil off street spaces	1

Please note that any business with one or more off-street parking spaces is not entitled to a Business Permit and that Business Permits will not be issued if the business or organisation premises could be reasonably modified to provide off-street parking.

6. Annual Permits

Annual Permits allow for operators of businesses located in certain CBD areas (Burwood and Strathfield Local Government Area), that have nil off-street parking spaces, to park on-street without restriction or charge. All costs are in accordance with Council's Schedule of Fees and Charges.

Each eligible organisation/ business is entitled to:

Number of Off Street Car Spaces	Number of Permits
Nil off street spaces	1

Please note that any business with one or more off-street parking spaces is not entitled to an Annual Permit and that Annual Permits will not be issued if the business or organisation's premises could be reasonably modified to provide off-street parking.

A maximum of 200 Annual Permits can only be issued at one time, therefore applications will be assessed based on the order that they are received. Applications are valid for a period up to twelve months from the date of issue.

7. Commuter Permits

Commuter Permits are available to residents of Burwood whose property is located south of Liverpool Road, and are used to attract commuters to walk or to use public transport for part of their journey to work. A limited number of Commuter Permits will be issued for existing Permit Parking Scheme Areas outside of the Town Centres which have not exceeded the maximum number of permits issued. A limited number of permits will be made available within each individual Permit Parking Scheme Area.

Commuter Permit holders will be required to rotate their vehicle within their designated parking area so as not to continually park in the same exact parking spot every day. The Commuter Permits will allow the permit holder to park within specified streets, whose name is printed on the permit.

Commuter Permits can only be issued for vehicles that are registered at the address of the applicant or (for business vehicles that are used privately) kept at the residents' address. By law, each Commuter Permit must include a registration number. Therefore, Commuter Permits are non-transferable. Commuter Permits will be issued for a maximum of 12 months and may be reapplied for once expired.

The following eligibility criteria for applicants will need to be addressed prior to the issuing of Commuter Parking Permits:

1. Permits will be issued only to residents of Burwood Local Government Area who reside south of Liverpool Road.
2. The resident is able to verify to Council that they require public transport to commute to their place of business outside of the Burwood LGA for example a letter from their employer.
3. A maximum of one Commuter Permit will be issued per household.

Once issued, Commuter Permits may only be used for the purpose of commuting via public transport to a workplace outside of the Burwood LGA. The Commuter Permit is not valid for use outside of this purpose or for activities such as attending areas within the Burwood LGA.

Commuter Permits are not to be used for large trucks (vehicles over 4.5 tonnes GVM), trailers, boats, buses, trams, tractors or any other vehicle deemed unsuitable by the General Manager.

8. Requests for Additional Parking Permits

In instances where an applicant requests an additional Resident Permit, over and above the maximum allowable under this Policy, an assessment is to take place by the Manager Traffic and Transport, with sign-off to occur by the Deputy General Manager, Land, Infrastructure and Environment.

This assessment will be based on, but not limited to, the following factors:

- the area for which the Parking Permit is to be issued
- the total number of Parking Permits issued for the area in which the Parking Permit is sought
- the total number of Parking Permits (in all categories) that have been issued to the applicant
- the individual circumstances identified by the applicant as being necessary for the additional Parking Permit(s)

The decision to refuse or allow additional Parking Permit(s), over and above the maximum allowable, and the reasons for this decision, must be sufficiently documented. The reasons to refuse or allow additional Parking Permit(s) must be provided to the applicant.

9. Special Consideration

Applications may be made under special consideration for temporary one-day permits to be issued to facilitate religious events, such as weddings and funerals etc. A formal application (together with supporting documentation) must be made to Council in advance of any event for assessment. Applications will be assessed by the Manager Traffic and Transport, with sign-off to occur by the Deputy General Manager, Land, Infrastructure and Environment.

This assessment will be based on, but not limited to, the following factors:

- parking demand within the requested area
- potential impacts upon the road network
- history of request for special consideration

10. Conditions of Use For All Parking Permits

1. A Parking Permit is only valid if it is displayed in the vicinity of the lower windscreen on the passenger side of the vehicle and is clearly visible to an authorised Officer.
2. The permit must be affixed to the windscreen using the supplied adhesive application and no other substance or substitute is permitted (such as card holders with a suction cap or other adhesive device).
3. Vehicles displaying valid Parking Permits are exempt from time limits and parking charges ONLY in locations signposted as "PERMIT HOLDERS EXCEPTED (AREA IDENTIFIER)" or "AUTHORISED RESIDENTS VEHICLES EXCEPTED (AREA IDENTIFIER)".
4. Parking Permits are valid ONLY for use in the specific Parking Permit Scheme Area for which it was issued. The Area is clearly displayed on each Parking Permit and on each parking sign.

5. Parking Permits DO NOT provide exemptions from time limits and parking fees in locations that are not part of the Burwood PPS Scheme or from other restrictions including, but not limited to, "NO STOPPING", "NO PARKING", "LOADING ZONE", "TRUCK ZONE", "WORKS ZONE", "BUS ZONE", "CLEARWAY" or "DISABLED PARKING ZONE".
6. Parking Permit holders are strictly prohibited from selling, leasing, transferring or assigning any Parking Permit to any party for any use not permitted under this Policy.
7. If a Parking Permit holder disposes of the vehicle to which the Permit applies, and/or changes their residential address, the permit holder is responsible for the removal of the Permit and its return to Council (for cancellation).
8. Fraudulent use of a Parking Permit is an offence and may result in fines or the cancellation of the Parking Permit.
9. All Parking Permits remain the property of Burwood Council and Council reserves the right to withdraw and cancel any Parking Permit that is used in contravention to this Policy.

11. Application/Renewal Process And Forms

Residents and Business operators wanting to obtain a Parking Permit must complete the Application Form and submit it in person or via post, fax, email or online. The vehicles registration certificate, personal identification and other relevant documentation must be shown (see application form for details).

Applications will be assessed, and eligibility confirmed, by Council Officers prior to the issuing of the Parking Permit(s). Successful applicants may either pick up their Parking Permit(s) from the Customer Service Desk (please allow five business days) or have the Parking Permit(s) posted to their residential or business address (please allow 10 business days).

Where applicable, fees must be paid upon submission of the application form. If an application is unsuccessful, except in the case of fraudulent applications, Council will refund the fee in full.

A renewal letter will be posted to all eligible Parking Permit holders prior to the expiration of the current Parking Permit. Fees and Charges will be updated annually in accordance with Council's Schedule of Fees and Charges.

If you have any queries regarding Council's Permit Parking Scheme, please contact our Customer Service Centre on (02) 9911 9911 or email council@burwood.nsw.gov.au.



Burwood Council
 heritage • progress • pride

SUITE 1, LEVEL 2,
 1-17 ELSIE STREET, BURWOOD, NSW 2134
 PO BOX 240, BURWOOD NSW 1805
 TEL: 9911 9911 FAX: 9911 9900
 WEBSITE: www.burwood.nsw.gov.au

**RESIDENT / VISITOR / BUSINESS / ANNUAL / COMMUTER
 PARKING PERMIT APPLICATION 2017/2018**

SECTION 1 – APPLICANT DETAILS

Name(s) of Applicant:

Address:

Email:

Home Phone: Mobile:

Number of off-street parking spaces at this address:
 (Including garages used for storage and parking within driveway)

OFFICE USE ONLY

Cashier Code: T23
 Parcel #:.....
 Area:.....
 Receipt:.....
 Amount: \$......
 NAR:.....

SECTION 2 – PARKING PERMITS & FEES

I am eligible for and would like to apply for the following permit(s):

				Office Use Only
Residential Permit	1.	<input type="checkbox"/> FREE	Registration#	Expiry:
	A NSW car registration certificate is required for all Residential Permits			
	2.	<input type="checkbox"/> FREE	Registration#	Expiry:
			*Second Residential Permits available to properties with no off-street parking only	
Duration	<input type="checkbox"/> 12 Month	or	<input type="checkbox"/> 24 Month	
Visitor's Permit	1.	<input type="checkbox"/> FREE		Expiry:
	All Visitor Permits are valid for a maximum of 12 months			
	2.	<input type="checkbox"/> \$60.00		Expiry:
Business Permit	1.	<input type="checkbox"/> \$219.00	Registration# *Available only to owner of commercial premises	Expiry:
	2.	<input type="checkbox"/> \$2935.00	Registration# *Available only to operators of business	Expiry:
Commuter Permit	1.	<input type="checkbox"/> \$55.00	Registration#	Expiry:

Please Note: If the vehicle is registered to a business or company at an address other than the applicants residential or business address, a declaration is required such as a letter from the registered owner on Corporate letterhead (including the ABN) confirming the private or business use of the vehicle by the applicant.

SECTION 3 – ADDITIONAL PERMITS REQUEST

Request for additional Residential Permits are assessed on a case by case basis and factor in the number of permits which have been applied for/issued to a property, the number of off-street parking spaces available within the property (including garages used for storage and parking within driveway) and the number of permits which have been issued to the respective area. A NSW car registration certificate is required for all Residential Permits

Reason for Request: *Please provide as much detail as possible in support of your application.*

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SECTION 4 - SUPPORTING DOCUMENTATION

The following original documents **MUST** be presented to the Customer Service Counter with your completed application form:

1. Current NSW Vehicle Registration Certificate or online printout of proof of ownership of vehicles showing the same name and mailing address as nominated on the application form.
2. NSW Drivers Licence or NSW Photo Card (with current address)

Or

Two of the following valid and current documents (showing full address):

- ☐ Current Rate Notice (must not be a PO BOX)
 - ☐ Current Utility Invoice (Electricity, Water, Gas or Phone - excluding Mobile Accounts)
 - ☐ Residential or Commercial Lease
 - ☐ Electoral Roll Card (Resident/Visitor Permits ONLY)
 - ☐ Rental Bond Board Receipt
 - ☐ Department of Housing Rental Receipt
3. A letter of employment, including office address, and details of public transport services used to commute to work (for Commuter Parking Permits only)

ATTACHMENT 1

ITEM 79/17 Adoption - Draft Permit Parking Scheme Policy.DOC Draft - Permit Parking Scheme Policy

DRAFT Permit Parking Scheme Policy

Copies of all documents provided will be made by Council Officers at the time of application and all originals will be returned immediately. Council respects your privacy and personal information will only be used to assist with the application assessment process and management of the Permit Parking Scheme.

SECTION 5 – DECLARATION

I declare that I am a resident, or operate a business at the above address, and that the information I have provided is true and correct in every detail. I declare that I have read and understood the conditions of the Permit Parking Scheme and agree to abide by them. I acknowledge that all Parking Permits remain the property of Burwood Council and that I am prohibited from selling, leasing or assigning any Parking Permit to any party. I understand that if such action is attempted, or if I falsify information on this application, Burwood Council may withdraw and cancel such Parking Permit(s) and fines may apply. I understand that if my eligibility for Resident, Visitor or Business Parking Permit(s) changes, I will immediately return the Parking Permit(s) to Burwood Council for cancellation.

SIGNATURE:

DATE:

SECTION 6 – COLLECTION OPTION (PLEASE SELECT PREFERRED OPTION)

- ☐ I will collect Permit(s) from the Customer Service Counter (please allow five business days)
- ☐ I would like the Permit(s) posted to the above address (please allow 10 business days)

SECTION 7 – APPLICATION CHECKLIST

WHAT YOU NEED TO BRING

- ☐ Completed Application Form with Signed Declaration
- ☐ Vehicle Registration Certificate (if required)
- ☐ NSW Drivers Licence OR Two Original Documents Showing Full Address
- ☐ The Application Fee (where applicable)

OFFICE USE ONLY	
Checked	<input type="checkbox"/>
Verified & Copied	<input type="checkbox"/>
Verified & Copied	<input type="checkbox"/>
Received or N/A	<input type="checkbox"/>

PRIVACY STATEMENT

If you are applying for consent as an individual, you may be providing Council with personal information (such as your name and address) within the meaning of the *Privacy and Personal Information Protection Act 1998*. You are obliged by law to provide your name and address. If you do not provide the personal information requested Council may be unable to process your application. Council is collecting this personal information from you in order to identify and process your application. You may make application for access or amendment to information held by Council. You may also make a request that Council suppress your personal information from being made publicly available. Council will consider any such application in accordance with the relevant legislation.

Enquiries concerning this matter can be addressed to Council's Public Officers.

ATTACHMENT 1

ITEM 79/17 Adoption - Draft Permit Parking Scheme Policy.DOC
Draft - Permit Parking Scheme Policy

[DRAFT Permit Parking Scheme Policy](#)

Office Use Only:

Area No: Spreadsheet # Trim Ref:

(ITEM 80/17) ADOPTION - DRAFT CAR SHARE POLICY - FOLLOWING PUBLIC EXHIBITION

File No: 17/44478

REPORT BY DEPUTY GENERAL MANAGER LAND, INFRASTRUCTURE & ENVIRONMENT

Summary

Council resolved at its Meeting of 23 May 2017 to approve the Draft Car Share Policy in principle and to place it on public exhibition for comment. Car Sharing is a convenient and cost-effective alternative to private car ownership. It complements sustainable transport modes such as walking, cycling and public transport, thereby reducing private vehicle use and parking demand, by enabling residents and local businesses convenient access to vehicles for short periods.

Background

On 23 May 2017 Council considered a report and resolved that the Draft Car Share Policy be placed on public exhibition for a period of 28 days and that the notice of the public exhibition be published inviting public submissions. Following the public exhibition period, a report, including all submissions received has been prepared for Council's consideration and adoption of the Draft Car Share Policy.

The Draft Policy was placed on public exhibition from 14 June 2017 to 14 July 2017 with copies made available at Council's Customer Service Centre, Burwood Library and Community Hub and on Council's website. The Draft Policy was also notified via an advertisement in the Inner West Courier on 20 June 2017 as well as via Council's social media accounts.

Proposal

On-street and public off-street parking spaces are community facilities and, as such, any privatisation of parking spaces requires a clearly defined and regulated policy. The Draft Car Share Policy outlines the requirements Car Share providers must successfully demonstrate in order to be eligible for a dedicated Car Share bay.

Road & Maritime Services (RMS) advises that Councils should undertake direct community consultation in the form of an opinion survey for the placement of any new dedicated Car Share parking bays. It is therefore proposed that letters be sent out to residents/businesses within the length of the subject road, requesting their views on Car Share parking proposals. If more than 75% of responses object to the proposed Car Share spaces, the proposed location will be considered undesirable and another location will be considered.

As part of the consent conditions for developments at 1-17 Elsie Street Burwood and 27-31 Belmore Street Burwood, Car Share spaces were allocated within the public car park areas. There are a total of six spaces across these two sites which are immediately available to be used by Car Share operators.

Consultation

In accordance with Sections 610F and 705 of the *Local Government Act 1993*, the Draft Car Share Policy and proposed fees were advertised through public exhibition for 28 days from 14 June 2017 to 24 July 2017. No submissions were received.

Planning or Policy Implications

Once approved by Council, the Car Share Policy will be published on Council's website for members of the public and circulated to Council Officers via email.

Financial Implications

Once adopted by Council, the Schedule of Fees and Charges for 2017-2018 will be amended to include the new Car Share fee of \$1,046.00 per bay with an additional fee of \$800.00 per annum per parking space for bays within existing ticket parking areas.

Conclusion

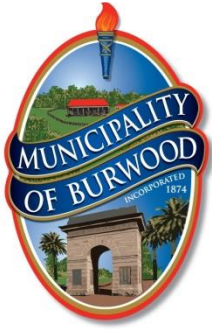
It is recommended that Council adopt the Draft Car Share Policy and proposed fees and that the new information be incorporated into Council's Schedule of Fees and Charges for the 2017-2018 Financial Year.

Recommendation

That Council adopt the Draft Car Share Policy and fees and that the new information be incorporated into Council's Schedule of Fees and Charges for the 2017-2018 Financial Year.

Attachments

1 [1](#) Car Share Policy



Burwood Council

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CAR SHARE POLICY

PO Box 240, BURWOOD NSW 1805
Suite 1, Level 2, 1-17 Elsie Street, BURWOOD NSW 2134
Phone: 9911-9911 Fax: 9911-9900
Email: council@burwood.nsw.gov.au
Website: www.burwood.nsw.gov.au

ATTACHMENT 1

ITEM 80/17 Adoption - Draft Car Share Policy - Following Public Exhibition.DOC

Car Share Policy

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ITEM 80/17 Adoption - Draft Car Share Policy - Following Public Exhibition.DOC
Car Share Policy

Purpose

The purpose of the Policy is to manage the car share parking in the Burwood Local Government Area (LGA) in a fair and equitable manner. The Policy ensures that car share operators are provided equal access to defined car share spaces as well as providing residents and businesses in the Burwood LGA access to an environmentally sustainable alternative to car ownership.

Scope

This policy applies to car share spaces located on Burwood Council streets or property.

Definitions

Car Share Operator – A company or organisation who provide a car share vehicle which is available for use by the member of a car share scheme for a period commencing with a minimum of 1 hour.

Dedicated Parking Space – A parking space located on-street or in a Council operated car park which has been dedicated to a single car share operator for the purpose of placing a car share vehicle.

Member of a Car Share Scheme – A person, business or organisation who has paid a joining fee to become a member of a Car Share Scheme.

Eligibility of Operators

The car sharing program is open to both existing and new operators who meet the requirements of this policy. In order to qualify for a dedicated car share space the operator must:

- Have in place, or be developing, a network of cars in locations that are accessible to all members.
- Allow any licensed driver over the age of 18 to join, subject to reasonable terms and conditions.
- Supply an internet and phone-based booking system available to members 24 hours per day, 7 days per week, allowing immediate booking of vehicles.
- Ensure that no vehicle is booked for longer than four days unless a replacement vehicle is provided for the space.
- Prohibit the routine long-duration reservation or exclusive use, including overnight use, of a car sharing space by any one user, either individual or business.

Multiple car share operators can provide services within the Burwood LGA in line with Council's Car Share Policy. Allocated car share spaces may not be transferred between operators.

Obligations of Operators

Car share operators must meet the obligations set out below:

- Vehicle Types – An operator must provide vehicles whose CO₂ emissions do not exceed 185g/km. For vehicles such as utilities or vans, operators must demonstrate that the selected vehicles achieve a high green vehicle guide rating within their class.

Car Share Policy

- Vehicle Availability – Dedicated car share bays cannot remain empty for a period of more than 3 days due to vehicle maintenance or repair. In such an event a replacement vehicle is to be made available to members.
- Reports – Car share operators must provide Council quarterly reports for all vehicles located in the Burwood LGA. The report is to include at a minimum information and statistics on the number of members by suburb, total number and duration of bookings per vehicle, total trip distance per vehicle, average number of bookings made per day, the total number of hours the vehicle is available each quarter as well as quantifying the environmental benefits where possible.
- Parking – Operators must ensure that vehicles parked in dedicated car share spaces display valid permits or a temporary letter of authorisation issued by Council at all times.

Process

1. Application

Car Share operators may apply to Council for the installation of a dedicated car share space. Car share spaces may be placed on-street or within a Council operated off-street car park and will be limited to a maximum of 5% of the available parking spaces in any single street or length of road. For new Car Share spaces it must be demonstrated that at least 10 current members will have reasonable proximity access to the space.

Operators must provide Council documentation outlining its ability to meet the eligibility criteria and obligations outlined in the Policy.

Dedicated car share spaces may be contracted for a period of three years performance based, with a two year option period.

2. Consultation

Council will consult with residents and businesses in the immediate vicinity of a proposed car share space. The number and location of spaces will be proportionate with demand. All proposals to allocate car share spaces will be considered by the Burwood Local Traffic Committee and determined by Council.

3. Installation

Once approved, dedicated and exclusive spaces for authorised car share vehicles will be installed by Council, by way of RMS approved signage only.

4. Fees

A fee will be charged to the operator for the initial application, ongoing annual approval as well as to partly cover costs associated with the implementation of a dedicated car share space. Additional fees may be charged if the dedicated parking bay is to be placed in an existing metered ticket parking area. Car share operators may request to linemark parking bays at their own cost however must obtain approval from Council prior to any works being undertaken. Fees are reviewed annually and set out in Council's Statement of Revenue Policy.

5. Review

Following the initial 12 month placement of a new car share space a review of its usage will be undertaken. Where the usage of a car share space is less than 10 trips per month and is less than 40 hours per month (averaged over three consecutive months), an operator may be required to show cause as to why the space should not be withdrawn or reallocated.

ITEM 80/17 Adoption - Draft Car Share Policy - Following Public Exhibition.DOC
Car Share Policy

Post Approval Monitoring

In the case of non-compliance with obligations outlined in this Policy, Council may, acting reasonably, suspend or revoke any or all spaces assigned to an operator, or suspend an operator's eligibility to apply for additional spaces.

Authority to take action for non-compliance rests with the Deputy General Manager Land, Infrastructure and Environment. Operators will be given an opportunity to make representations prior to any action for non-compliance with this policy. In case of the revocation of spaces, the Deputy General Manager is authorised to reallocate spaces to an alternative operator.

Related Information

Guidelines for the Implementation of On-Street Car Share Parking, Technical Direction, TDT 2007/04, NSW Roads and Traffic Authority, September 2007

Review

This Policy will be reviewed every four years.

Contact

Manager Traffic & Transport on 9911 9911.

(ITEM RC4/17) MINUTES OF THE OCTOBER 2017 BURWOOD LOCAL TRAFFIC COMMITTEE

File No: 17/47890

REPORT BY DEPUTY GENERAL MANAGER LAND, INFRASTRUCTURE & ENVIRONMENT

Summary

Attached are the Minutes of the Burwood Local Traffic Committee from its meeting of October 2017. The Minutes are hereby submitted to the Ordinary Council Meeting for consideration and adoption by Council.

Recommendations

That the minutes of the Burwood Local Traffic Committee of October 2017 be noted and the recommendations of the Committee as detailed below be adopted as a resolution of the Council.

(ITEM LTC17/17) WENTWORTH ROAD BURWOOD - PROPOSED PEDESTRIAN CROSSING**Recommendations**

1. That Council install a pedestrian crossing fronting 88 Wentworth Road Burwood, including a kerb extension on the eastern side and all relevant signs and line marking per the plan attached in the report.
2. That Council convert the intersection of Russell Street and Wentworth Road from a GIVE WAY control to a STOP control with all associated signs and linemarkings.

(ITEM LTC18/17) THE BOULEVARDE, STRATHFIELD - EXTENTION OF KISS & RIDE ZONE**Recommendation**

That Council approve the installation of an 18 metre 'Kiss & Ride' zone on the eastern side of The Boulevarde, between Parnell Street and the roundabout adjacent to Strathfield Train Station, from 8.00am to 9.00am and 5.00pm to 6.00pm, Monday to Friday.

(ITEM LTC19/17) PAISLEY ROAD CROYDON - CHANGES TO PARKING SPACES**Recommendation**

That Council approves the following parking bay changes on Paisley Road Croydon as part of the Croydon Train Station Easy Access Upgrade project, as per the plan attached to the report.

(ITEM LTC20/17) KING EDWARD STREET, CROYDON - PARKING RESTRICTIONS**Recommendations**

1. That Council approve the removal of the unrestricted parking area on the eastern side of King Edward Street immediately south of Wychbury Avenue and the extension of adjacent '2P Parking' restrictions.
2. That Council monitor the impact of the changes to parking restrictions in King Edward Street to ensure no adverse effect on parking in adjacent streets.

(ITEM LTC21/17) KING STREET, ENFIELD - ADDITIONAL DISABLED PARKING SPACE**Recommendation**

1. That Council approve the installation of a six metre long 'Disabled Parking' space next to the existing space with associated signage on the northern side of King Street, adjacent to Saint Thomas' Anglican Church, as per the above sketch plan.

2. That Council approve the new space to be restricted from 9am to 6pm on Sunday only.

(ITEM LTC22/17) CHURCH STREET, BURWOOD - NO PARKING RESTRICTIONS

Recommendation

That Council approve the installation of 'No Parking' restrictions along the entire northern side of Church Street Burwood, between Burwood Road and Shaftesbury Road, for a length of 270 metres.

(ITEM LTC23/17) 29 FITZROY STREET, CROYDON - REQUEST FOR DISABILITY PARKING BAY

Recommendation

That Council not support the request to install a disabled parking bay in front of 29 Fitzroy Street Croydon based on the availability of on-street and off-street parking.

Attachments

- 1 [↓](#) Agenda - October 2017 Burwood Local Traffic Committee
- 2 [↓](#) Minutes - October 2017 Burwood Local Traffic Committee



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NOTICE OF BURWOOD LOCAL TRAFFIC COMMITTEE MEETING

The October meeting of the Burwood Local Traffic Committee will be held electronically with the Agenda. The minutes from the July meeting have been emailed to members for comments. All comments are requested to be returned to Council by 9.30 am Friday 6 October 2017.

Michael McMahon
GENERAL MANAGER

Our Mission

**Burwood Council will create a quality lifestyle for its citizens
by promoting harmony and excellence in the delivery of its services**

ATTACHMENT 1

ITEM 4/17 Minutes of the October 2017 Burwood Local Traffic Committee.DOC

Agenda - October 2017 Burwood Local Traffic Committee

AGENDA

APOLOGIES/LEAVE OF ABSENCES

CONFIRMATION OF MINUTES

Recommendation

That the Minutes of the Burwood Local Traffic Committee Meeting held on 6 July 2017 as typed and circulated, be confirmed and signed as a true record of the proceedings of that meeting.

GENERAL BUSINESS

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**(ITEM LTC17/17) WENTWORTH ROAD BURWOOD - PROPOSED
 PEDESTRIAN CROSSING**

File No: 17/44217

REPORT BY TRAFFIC ENGINEERING OFFICER

Summary

Council has received a request from residents of Russell Street Strathfield for the installation of a new pedestrian crossing in Wentworth Road to help facilitate a direct route for students to Burwood Public School located in Hornsey Street Burwood.

Background

Council has received multiple enquiries from residents along Russell Street requesting a pedestrian crossing to assist young school children and parents crossing Wentworth Road during the morning and afternoon peak period. The enquiry centered around the most direct path taken by parents and young children from Russell Street to Burwood Public School on the northern side of Hornsey Street.

Pedestrian and vehicle counts were undertaken within Wentworth Road which showed that the warrant for a pedestrian crossing was met, noting that a large number of pedestrians crossed Wentworth Road between Russell Street and Hornsey Street instead of walking further south to the existing pedestrian refuge on Wentworth Road just south of Hornsey Street.

Traffic Count – Wentworth Road between Russell Street and Hornsey Street		
Time	Total Vehicles	Total Pedestrian
8.00AM – 9.00AM	574	110
2.45PM – 3.45PM	832	85

Wentworth road is 9.10 metres wide and has a 50kph speed limit with 'No Stopping – 6.00am - 7.00pm' restrictions on its western side. The eastern side of Wentworth Road currently consists of 'No Stopping – 6.00am - 7.00pm' restrictions with 'No Parking' restrictions further north.

Proposal

It is proposed to install of a new pedestrian crossing with a kerb extension on the eastern side of Wentworth Road to minimise the crossing distance for pedestrians and ensure a single traffic lane in each direction. Council's Traffic Engineers have consulted with the Tree Management Officer regarding the removal of two street trees currently on the nature strip on the western side of Wentworth Road who raised no objections to their removal given the context of the proposal. The removal of these two trees will help increase sight lines for the northern approach to the pedestrian crossing and provide enough vision for pedestrians to see oncoming vehicles. The narrowness of Wentworth Road prevents kerb extensions being installed on both sides of the street as it would limit the available width for the remaining travel lanes.

The proposed location is 110 metres south of the signalised intersection of Wentworth Road and Railway Parade and is considered to be sufficiently far enough so as not to allow vehicles to queue up to the traffic signals should pedestrians use the crossing during peak hours.

Consultation

Residents along Wentworth Road between Railway Parade and Hornsey Street were consulted as part of the original design. Council received 17 responses with 71% of residents strongly in favour of the proposed pedestrian crossing with comments on the improvement of pedestrian safety across Wentworth Road during the peak period.

ATTACHMENT 1

ITEM 4/17 Minutes of the October 2017 Burwood Local Traffic Committee.DOC

Agenda - October 2017 Burwood Local Traffic Committee

BURWOOD LOCAL TRAFFIC COMMITTEE

5 OCTOBER 2017

Of the responses received 29% were strongly against the installation of proposed pedestrian crossing due to the removal of the street trees and the predicted build up in traffic during peak periods.

Financial Implications

The cost of installing a marked pedestrian crossing, with a kerb extension on the eastern side of Wentworth Road and all associated signs and line markings is estimated to cost \$20,000 and will be funded from the Traffic Facilities Budget – 2017/2018.

Recommendation

That Council install a pedestrian crossing fronting 88 Wentworth Road Burwood, including a kerb extension on the eastern side and all relevant signs and line marking per the plan attached in the report.

Attachments

- 1 Proposed Pedestrian Crossing - Wentworth Road Burwood

ITEM 4/17 Minutes of the October 2017 Burwood Local Traffic Committee.DOC
Agenda - October 2017 Burwood Local Traffic Committee

ITEM /17 Wentworth Road Burwood - Proposed Pedestrian Crossing.DOC
Proposed Pedestrian Crossing - Wentworth Road Burwood



**(ITEM LTC18/17) THE BOULEVARDE, STRATHFIELD - EXTENTION OF
KISS & RIDE ZONE**

File No: 17/44273

REPORT BY ENGINEER TRAFFIC & DESIGN

Summary

For Council to consider converting some of the existing 30 minute parking spaces to a 'Kiss & Ride' zone along The Boulevarde Strathfield, in order to allow for the drop-off and pick-up of local commuters utilising Strathfield Train Station.

Background

A 'Kiss & Ride' zone operates under the same conditions as a 'No Parking' zone with the addition of 'Kiss & Ride' signage. This signage is included to inform motorists that they can drop-off and pick-up passengers during the times indicated on the signs. Motorists are permitted to stop for a maximum of two minutes provided they remain within three metres of the vehicle.

Strathfield Council's recent upgrade of their town centre has seen a 'No Parking' area removed from the western side of The Boulevarde near the Strathfield Train Station. This removal has had a knock-on effect on the current 'Kiss & Ride' zone on the eastern side of The Boulevarde, which has resulted in a number of motorists stopping in prohibited areas in order to drop-off and pick-up commuters.

Proposal

The Boulevarde runs in a north-south direction and is classified a State Road, meaning that it carries a very high vehicle capacity that serves to move traffic to collector and local roads. At present, The Boulevarde is bounded by Liverpool Road to the south and Strathfield Train Station to the north, with links to a number of collector and local roads.

Inspections undertaken in the vicinity of the station determined that a number of motorists were stopping illegally in order to drop-off and pick-up commuters. The current 'Kiss & Ride' zone on the eastern side of The Boulevarde, between Parnell Street and the roundabout, was found to be operating at capacity which confirms the need for an additional 'Kiss & Ride' zone.

Therefore, it is proposed to extend the current 'Kiss & Ride' zone by 18 metres to the south, effectively providing an additional three spaces and bringing the total to six spaces. It is proposed that the 'Kiss & Ride' zone operate during morning and afternoon peak travel times, being between 8.00am to 9.00am and 5.00pm to 6.00pm, Monday to Friday, identical to the current 'Kiss & Ride' area restrictions. It should be noted that the existing 30 minute parking will apply outside of the aforementioned times.

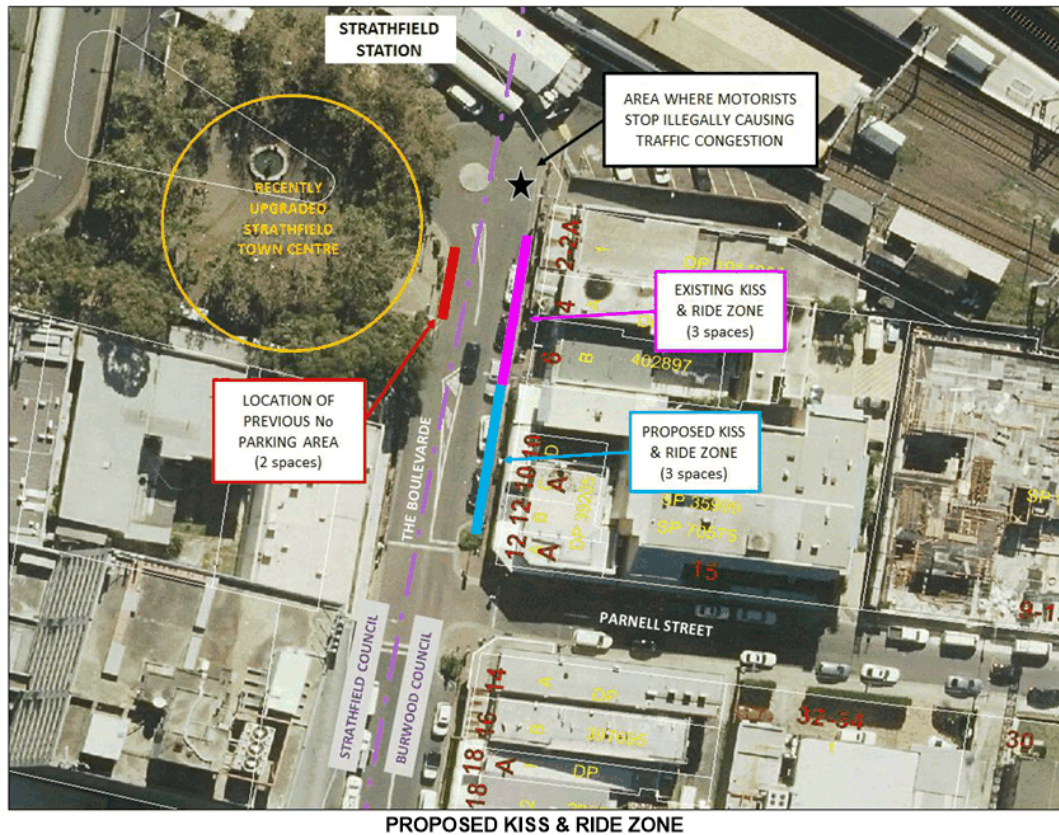
The proposal will impact on three parking spaces, however, this is not expected to have major effect on parking given the relatively minor overlap with the existing time restrictions of 8.30am to 6.00pm.

ATTACHMENT 1

ITEM 4/17 Minutes of the October 2017 Burwood Local Traffic Committee.DOC Agenda - October 2017 Burwood Local Traffic Committee

BURWOOD LOCAL TRAFFIC COMMITTEE

5 OCTOBER 2017



Consultation

No Consultation has been undertaken. The introduction of the new 'Kiss & Ride' zone will provide motorists with greater opportunity to drop-off and pick-up passengers and should assist in easing traffic congestion by eliminating the illegal stopping of vehicles.

Financial Implications

The changes to the existing parking signage are estimated to cost \$300.00 and will be funded from the 2017/18 Traffic Facilities Budget.

Recommendation

That Council approve the installation of an 18 metre 'Kiss & Ride' zone on the eastern side of The Boulevard, between Parnell Street and the roundabout adjacent to Strathfield Train Station, from 8.00am to 9.00am and 5.00pm to 6.00pm, Monday to Friday.

Attachments

There are no attachments for this report.

(ITEM LTC19/17) PAISLEY ROAD CROYDON - CHANGES TO PARKING SPACES

File No: 17/44383

REPORT BY TRAFFIC ENGINEERING OFFICER

Summary

Transport for NSW has provided Council with a proposed plan outlining changes to the parking bays in Paisley Road Croydon, as part of the Croydon Station Easy Access Upgrade Project.

Background

The transport access program is a NSW Government initiative designed to provide a better experience for public transport customers by delivering accessible, modern and integrated transport infrastructure. With the continued works commencing early 2015, the completion of the Croydon Train Station Upgrade is almost complete.

As part of the upgrade process, Transport for NSW set up a compound within a section of Paisley Road Croydon to facilitate the upgrade of Croydon Train Station. Parking along Paisley Road was removed from public use with a plan to provide easier and better access on completion.

Proposal

Transport for NSW has proposed an upgrade to the existing parking bays located in Paisley Road to accommodate local businesses and residents as part of the Croydon Train Station Upgrade. The proposed parking arrangement includes the following:

- Two accessible parking spaces
- Four '2P' parking spaces
- One 'Kiss & Ride' space, with 'No Parking' from '6.00am - 7.00pm Monday to Friday' to cover the peak commute times.

The accessible parking spaces will have a continuous accessible path of travel to Croydon Train Station entrance via a ramp. The addition of a 'Kiss & Ride' space will allow local residents to pick up and drop off members of the public throughout the day with unrestricted parking outside of those hours.

Consultation

Transport for NSW has consulted Inner West Council and Burwood Council as part of an upgrade to the parking bays, to allow easier access to Croydon Train Station and shops along The Strand.

Financial Implications

All fees and charges will be borne by Transport for NSW as part of the Croydon Train Station Upgrade works.

Recommendation

That Council approves the following parking bay changes on Paisley Road Croydon as part of the Croydon Train Station Easy Access Upgrade project, as per the plan attached to the report.

Attachments

- 1 Parking bay upgrade in Paisely Road Croydon - Croydon Station Easy Access Upgrade Project

ITEM 4/17 Minutes of the October 2017 Burwood Local Traffic Committee.DOC
Agenda - October 2017 Burwood Local Traffic Committee

ITEM /17 Paisley Road Croydon - Changes to parking spaces.DOC
Parking bay upgrade in Paisely Road Croydon - Croydon Station Easy Access Upgrade Project



(ITEM LTC20/17) KING EDWARD STREET, CROYDON - PARKING RESTRICTIONS

File No: 17/43888

REPORT BY MANAGER TRAFFIC & TRANSPORT

Summary

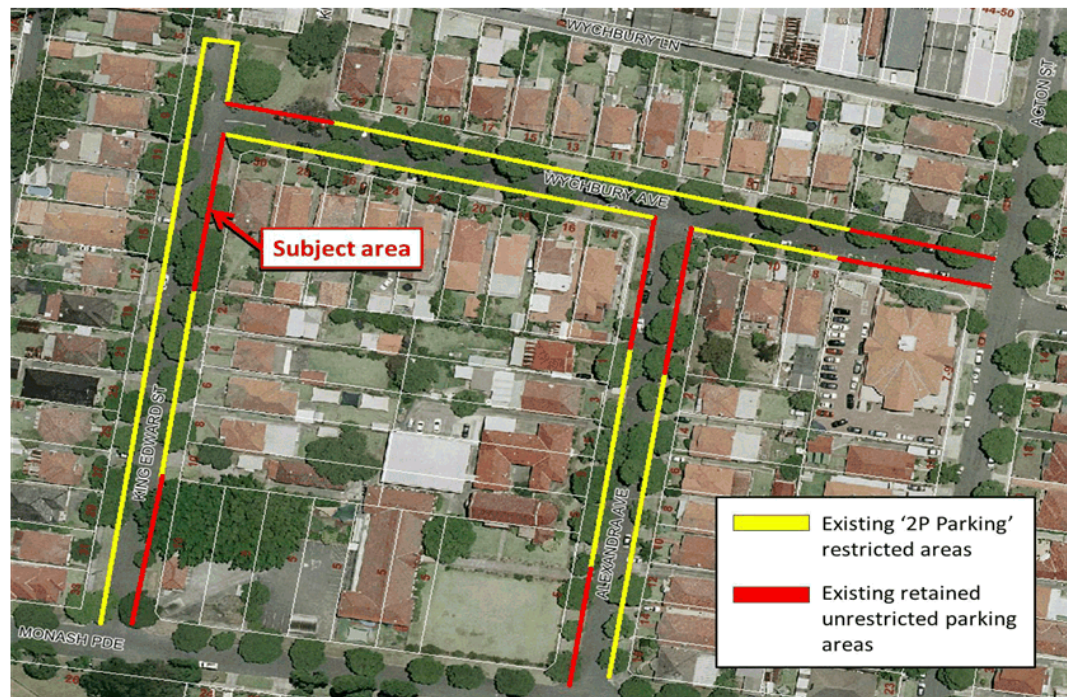
A resident of King Edward Street Croydon has requested that Council expand the existing timed parking restrictions in King Edward Street to remove non-resident vehicles parked within the street.

Background

In 2015 Council received numerous complaints from residents of King Edward Street, Wychbury Avenue, and Alexandra Avenue regarding the high level of parking occupancy throughout the day which was attributed to businesses along Parramatta Road. Parking occupancy audits were undertaken which verified the high parking occupancy which was followed by resident consultation.

At the Council Meeting on 28 September 2015 Council adopted a new Permit Parking Scheme (PPS) area within the streets of Wychbury Avenue, King Edward Street (between Monash Parade and Wychbury Avenue), Alexandra Avenue and Acton Street (between Wychbury Lane and Grogan Street). The PPS incorporated '2P Parking' restrictions fronting all residential properties in these streets, with unrestricted parking retained along the side boundaries of corner properties and in front of reserves.

The resident of 13 King Edward Street has contacted Council alleging that the unrestricted parking area which was retained opposite his property is being used by motor vehicle trade businesses along Parramatta Road as part of their business. Council's Law Enforcement Team has investigated the resident's allegations but has been unable to substantiate a link between the businesses and the vehicles which can be enforced.



Parking occupancy audits have been undertaken within King Edward Street which showed an average parking occupancy of 68% throughout the day. It is noted that the unrestricted parking on the eastern side of King Edward Street was at full capacity during all site visits, however, there was still available parking throughout the rest of street for residents and their visitors.

Proposal

The resident has requested that the unrestricted parking located on the eastern side of King Edward Street, south of Wychbury Avenue be converted to '2P Parking' restrictions to remove vehicles not belonging to residents.

Council's Permit Parking Scheme Policy has been developed to address areas where parking is not readily available for use by residents. Objectives of the Burwood Public Parking Strategy aim to address the parking needs of all users, not only residents, and to limit the knock-on effect into adjacent residential streets.

The implications of the unrestricted parking area being removed would likely result in the vehicles which previously parked in this area relocating to nearby adjacent unrestricted parking further south along King Edward Street Croydon.

Financial Implications

The cost of installing additional parking signs in this area is estimated to cost \$100 and can be funded from the 2017/18 Traffic Facilities budget.

Recommendations

1. That Council approve the removal of the unrestricted parking area on the eastern side of King Edward Street immediately south of Wychbury Avenue and the extension of adjacent '2P Parking' restrictions.
2. That Council monitor the impact of the changes to parking restrictions in King Edward Street to ensure no adverse effect on parking in adjacent streets.

Attachments

There are no attachments for this report.

ATTACHMENT 1

ITEM 4/17 Minutes of the October 2017 Burwood Local Traffic Committee.DOC Agenda - October 2017 Burwood Local Traffic Committee

BURWOOD LOCAL TRAFFIC COMMITTEE

5 OCTOBER 2017

(ITEM LTC21/17) KING STREET, ENFIELD - ADDITIONAL DISABLED PARKING SPACE

File No: 17/44266

REPORT BY ENGINEER TRAFFIC & DESIGN

Summary

Council has received correspondence from Saint Thomas' Anglican Church (The Church) regarding a lack of on-street disabled parking available near their parish. The Church has requested that consideration be given to the provision of an additional on-street disabled parking space in King Street Enfield.

Background

Council has received a request to provide an additional disabled parking space in King Street, just east of the existing disabled space located near the side entrance to The Church. Council has been advised that the existing disabled parking space is consistently occupied during The Church service times, leaving some parishioners who require the use of a disabled space to park some distance from The Church.

A preliminary review of the site shows that King Street is a standard two-way street with parking provided on both sides. The parking restrictions are predominately unrestricted except for the one disabled parking space and one timed 'No Parking' space located on the north side of King Street (effectively outside the church).

Numerous site visits confirmed that the disabled parking space was regularly occupied and that during The Church service times very few parking spaces were available in the vicinity of The Church. Furthermore and more importantly, it should be noted that Saint Thomas' Anglican Church currently contains no off-street parking.



EXISTING PARKING RESTRICTIONS

Proposal

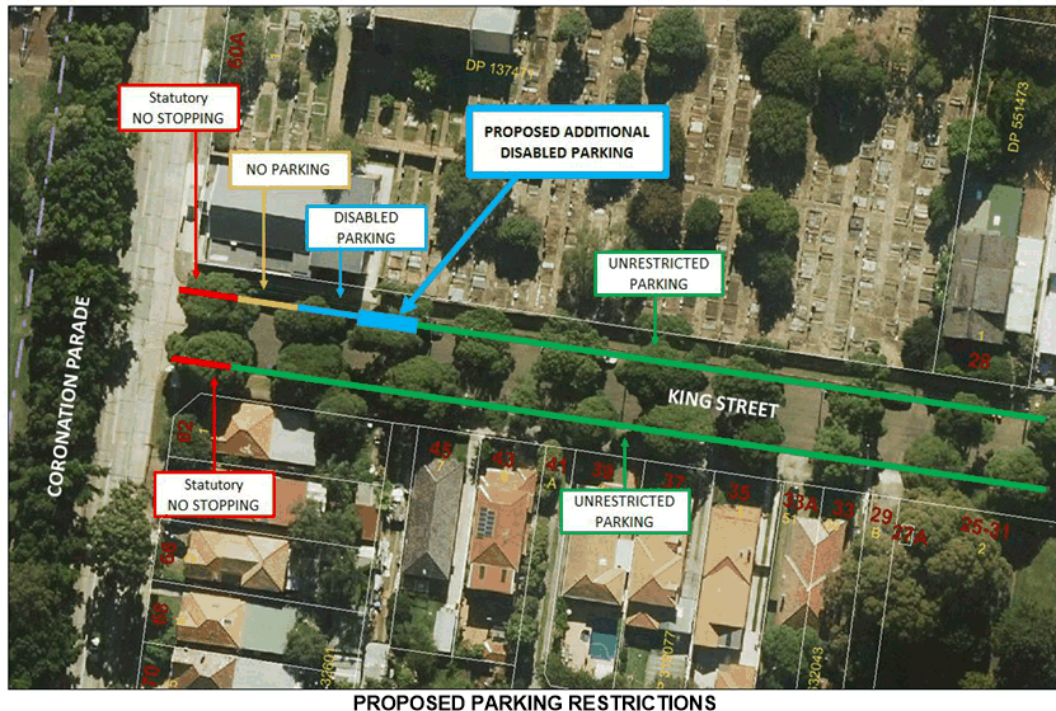
ATTACHMENT 1

ITEM 4/17 Minutes of the October 2017 Burwood Local Traffic Committee.DOC Agenda - October 2017 Burwood Local Traffic Committee

BURWOOD LOCAL TRAFFIC COMMITTEE

5 OCTOBER 2017

Given the above, Council proposes to install an additional disabled parking space, just east of the existing disabled space on King Street Enfield. This would effectively bring the total number of disabled parking spaces to two, which will assist those who require the use of disabled parking. Refer to sketch plan below.



The disabled parking space will need to comply with AS2890.5 Parking Facilities Part 5: On-street parking. This standard provides the requirements for on-street disabled parking and outlines that for a parallel disabled on-street parking space, the provision of a kerb ramp is required. Given that there is an existing kerb ramp associated with the current disabled parking space, it is believed that this ramp can service both spaces.

Consultation

No formal consultation has been undertaken. The installation of the additional disabled parking space is not expected to create any adverse effects to local residents.

Financial Implications

The cost of erecting new 'Disabled Parking' signage is approximately \$300.00 and will be funded from the 2017/18 Traffic Facilities Budget.

Recommendation

That Council approve the installation of a six metre long 'Disabled Parking' space next to the existing space with associated signage on the northern side of King Street, adjacent to Saint Thomas' Anglican Church, as per the above sketch plan.

Attachments

There are no attachments for this report.

(ITEM LTC22/17) CHURCH STREET, BURWOOD - NO PARKING RESTRICTIONS

File No: 17/44270

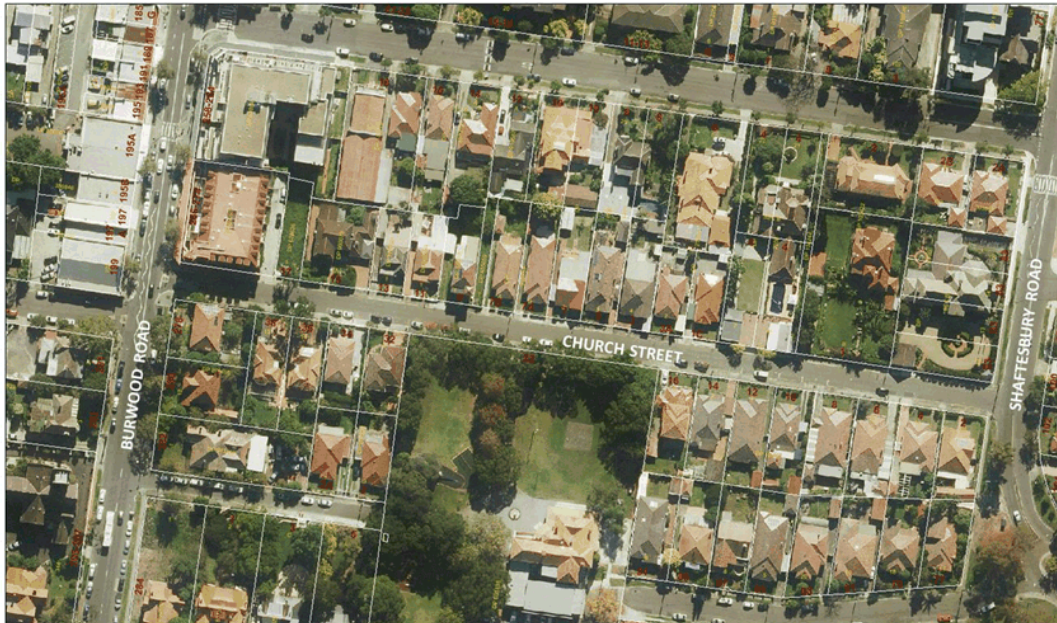
REPORT BY ENGINEER TRAFFIC & DESIGN

Summary

Council has received requests to consider implementing 'No Parking' restrictions along the northern side of Church Street Burwood, between Burwood Road and Shaftesbury Road, in order to provide local residents with an area to stop their vehicles legally.

Background

Church Street runs in an east-west direction and is classified a local road, meaning that it carries a low vehicle capacity that serves to move traffic to Regional and State Roads. It currently falls within Council's Parking Permit Scheme Area meaning that all local residents who retain a valid parking permit are entitled to park all day without restriction.



CHURCH STREET ARIEAL MAP

At present, Church Street provides 2P parking on the southern side and a split between 'No Stopping' and 'No Parking' restrictions on its northern side. The 'No Parking' restrictions were installed to offer consumers and residents the opportunity to drop-off and pick-up goods or persons without risking receiving a penalty infringement notice.

However, some local residents have voiced their concerns (predominately those that have 'No Stopping' outside their properties) stating that they do not have the option to drop-off or pick-up as the 'No Parking' areas are a fair distance from their properties.

Proposal

Council Officers investigated possible solutions to overcome the issue. Site inspections of Church Street confirmed that most motorists utilised the existing 'No Parking' areas to either drop-off their shopping or pick-up elderly persons. In some instances it was observed that those residents with

ATTACHMENT 1

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BURWOOD LOCAL TRAFFIC COMMITTEE

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'No Stopping' restrictions outside their properties stopped for similar reasons but illegally. Inspections also confirmed that Church Street traffic volumes are relatively low and the street is predominantly used by local residents.

Given the above, it is proposed to remove the 'No Stopping' restrictions and install 'No Parking' restrictions along the entire northern side of Church Street, between Burwood Road and Shaftesbury Road. This restriction will aid local residents in undertaking their day to day duties and more importantly will not disturb vehicle thoroughfare as cars will still be able to pass through if vehicles are parked on both sides of the street.

It should be noted that the 'No Parking' restrictions will permit motorists to pull up for two minutes provided the driver stays within three metres of their vehicle but does not allow vehicles to be parked indefinitely.

Consultation

Given the minor amendment to the existing parking restrictions, no consultation has been undertaken. Council will prepare a notification letter to the residents once an outcome is reached.

Financial Implications

The cost of erecting new 'No Parking' signage is estimated to be \$1000.00. This new signage will be funded from Councils 2017/18 Traffic Facilities Budget.

Recommendation(s)

That Council approve the installation of 'No Parking' restrictions along the entire northern side of Church Street Burwood, between Burwood Road and Shaftesbury Road, for a length of 270 metres.

Attachments

There are no attachments for this report.

ATTACHMENT 1

ITEM 4/17 Minutes of the October 2017 Burwood Local Traffic Committee.DOC Agenda - October 2017 Burwood Local Traffic Committee

BURWOOD LOCAL TRAFFIC COMMITTEE

5 OCTOBER 2017

(ITEM LTC23/17) 29 FITZROY STREET, CROYDON - REQUEST FOR DISABILITY PARKING BAY

File No: 17/43886

REPORT BY MANAGER TRAFFIC & TRANSPORT

Summary

Council has received a request from the resident of 29 Fitzroy Street Croydon to install a disability parking space fronting their property.

Background

Fitzroy Street Croydon is a local street which currently has time restricted '4P Parking' along both sides of the street with permit holders excepted. This section of Fitzroy Street has a road width of 10.1 metres kerb to kerb. The subject property has off-street parking within the properties driveway for up to two vehicles as well as a detached garage at the rear of the property which can house an additional vehicle.

Parking occupancy audits have been undertaken in Fitzroy Street between Brady Street and Reed Street at various times throughout the day over several weeks to determine the amount of available parking. The audits found that ample parking was available during the day, including directly in front of the subject property or in front of their neighboring properties, with average parking occupancy rates of less than 50%.



Property at 29 Fitzroy Street Croydon

Proposal

Given the amount of off-street parking within the property and the low parking occupancy of this section of Fitzroy Street it is not proposed to proceed with the installation of a disabled parking bay. On-street disabled parking bays should only be installed where the resident does not have access to off-street parking, where on-street parking demand is high and difficult to obtain and where a property cannot be modified to allow on-site parking.

Recommendation

That Council not support the request to install a disabled parking bay in front of 29 Fitzroy Street Croydon based on the availability of on-street and off-street parking.

Attachments

There are no attachments for this report.



Burwood Council
heritage • progress • pride

BURWOOD LOCAL TRAFFIC COMMITTEE MEETING

MINUTES OF THE MEETING OF THE BURWOOD LOCAL TRAFFIC COMMITTEE held electronically with all responses and comments provided by Friday 6 October 2017.

MEMBERS

Cr John Faker (Mayor) Chairperson
Sgt Trudy Crowther, NSW Police Service
Mr Kristian Calcagno, Roads and Maritime Services
Ms Jodi McKay, State Member for Strathfield

Mr Peter Whitney, State Transit Authority
Mr Doug Sutherland AM, JP, Burwood Chamber of Commerce

Mr Bruce Macdonnell, Deputy General Manager Land, Infrastructure and Environment
Mr John Inglese, Burwood Council, Senior Manager Assets and Design
Mr Roberto Di Federico, Burwood Council, Manager Traffic and Transport
Mr Robert Ristevski, Burwood Council, Engineer – Traffic and Design
Mr Henry Huynh, Burwood Council, Traffic Engineering Officer
Ms Megan Pigram, Burwood Council, Road Safety Officer

CONFIRMATION OF MINUTES

That the minutes of the Burwood Local Traffic Committee of Burwood held on Thursday 6 July 2017, as circulated, be confirmed and signed as a true record of the proceeding of the meeting.

GENERAL BUSINESS

(ITEM LTC17/17) WENTWORTH ROAD BURWOOD - PROPOSED PEDESTRIAN CROSSING

Summary

Council has received a request from residents of Russell Street Strathfield for the installation of a new pedestrian crossing in Wentworth Road to help facilitate a direct route for students to Burwood Public School located in Hornsey Street Burwood.

Comments

RMS support the pedestrian crossing, however would like to suggest the intersection of Wentworth Road and Russell St be STOP controlled to avoid any potential conflicts.

Recommendations

1. That Council install a pedestrian crossing fronting 88 Wentworth Road Burwood, including a kerb extension on the eastern side and all relevant signs and line marking per the plan attached in the report.
2. That Council convert the intersection of Russell Street and Wentworth Road from a GIVE WAY control to a STOP control with all associated signs and linemarkings.

MINUTES OF BURWOOD LOCAL TRAFFIC COMMITTEE MEETING 5 OCTOBER 2017

(ITEM LTC18/17) THE BOULEVARDE, STRATHFIELD - EXTENTION OF KISS & RIDE ZONE

Summary

For Council to consider converting some of the existing 30 minute parking spaces to a 'Kiss & Ride' zone along The Boulevarde Strathfield, in order to allow for the drop-off and pick-up of local commuters utilising Strathfield Train Station.

COMMENTS

RMS noted that no consultation had been undertaken and suggested that a notification should be sent out prior to commencing the works.

Recommendation

That Council approve the installation of an 18 metre 'Kiss & Ride' zone on the eastern side of The Boulevarde, between Parnell Street and the roundabout adjacent to Strathfield Train Station, from 8.00am to 9.00am and 5.00pm to 6.00pm, Monday to Friday.

(ITEM LTC19/17) PAISLEY ROAD CROYDON - CHANGES TO PARKING SPACES

Summary

Transport for NSW has provided Council with a proposed plan outlining changes to the parking bays in Paisley Road Croydon, as part of the Croydon Station Easy Access Upgrade Project.

Recommendation

That Council approves the following parking bay changes on Paisley Road Croydon as part of the Croydon Train Station Easy Access Upgrade project, as per the plan attached to the report.

(ITEM LTC20/17) KING EDWARD STREET, CROYDON - PARKING RESTRICTIONS

Summary

A resident of King Edward Street Croydon has requested that Council expand the existing timed parking restrictions in King Edward Street to remove non-resident vehicles parked within the street.

COMMENTS

Burwood Police did not support the recommendation to remove the unrestricted parking. As mentioned, the Burwood Public Parking Strategy aim was to address the parking needs of all users, not only residents who have more than sufficient resident parking in the street.

Recommendations

1. That Council approve the removal of the unrestricted parking area on the eastern side of King Edward Street immediately south of Wychbury Avenue and the extension of adjacent '2P Parking' restrictions.
2. That Council monitor the impact of the changes to parking restrictions in King Edward Street to ensure no adverse effect on parking in adjacent streets.

ATTACHMENT 2

ITEM 4/17 Minutes of the October 2017 Burwood Local Traffic Committee.DOC Minutes - October 2017 Burwood Local Traffic Committee

MINUTES OF BURWOOD LOCAL TRAFFIC COMMITTEE MEETING 5 OCTOBER 2017

(ITEM LTC21/17) KING STREET, ENFIELD - ADDITIONAL DISABLED PARKING SPACE

Summary

Council has received correspondence from Saint Thomas' Anglican Church (The Church) regarding a lack of on-street disabled parking available near their parish. The Church has requested that consideration be given to the provision of an additional on-street disabled parking space in King Street Enfield.

COMMENTS

RMS support the proposal, however noted that the existing parking space is currently timed Sunday from 9am-6pm, there is no mention of this new sign being timed, to maintain consistency the proposed sign is recommended to also be timed.

Recommendation

1. That Council approve the installation of a six metre long 'Disabled Parking' space next to the existing space with associated signage on the northern side of King Street, adjacent to Saint Thomas' Anglican Church, as per the above sketch plan.
2. That Council approve the new space to be restricted from 9am to 6pm on Sunday only.

(ITEM LTC22/17) CHURCH STREET, BURWOOD - NO PARKING RESTRICTIONS

Summary

Council has received requests to consider implementing 'No Parking' restrictions along the northern side of Church Street Burwood, between Burwood Road and Shaftesbury Road, in order to provide local residents with an area to stop their vehicles legally.

Recommendation

That Council approve the installation of 'No Parking' restrictions along the entire northern side of Church Street Burwood, between Burwood Road and Shaftesbury Road, for a length of 270 metres.

(ITEM LTC23/17) 29 FITZROY STREET, CROYDON - REQUEST FOR DISABILITY PARKING BAY

Summary

Council has received a request from the resident of 29 Fitzroy Street Croydon to install a disability parking space fronting their property.

COMMENTS

The Mayor did not support the recommendation of the Committee and supported an on-street disabled parking bay to be provided for the resident.

Recommendation

That Council not support the request to install a disabled parking bay in front of 29 Fitzroy Street Croydon based on the availability of on-street and off-street parking.

ATTACHMENT 2

ITEM 4/17 Minutes of the October 2017 Burwood Local Traffic Committee.DOC Minutes - October 2017 Burwood Local Traffic Committee

MINUTES OF BURWOOD LOCAL TRAFFIC COMMITTEE MEETING 5 OCTOBER 2017

This concluded the business of the meeting.

Confirmed this

**MAYOR
CHAIRPERSON**

**DEPUTY GENERAL MANAGER - LAND,
INFRASTRUCTURE & ENVIRONMENT**

(ITEM IN27/17) ANSWERS TO QUESTIONS WITHOUT NOTICE - COUNCIL MEETING OF 25 JULY 2017

File No: 17/42072

REPORT BY THE GENERAL MANAGER

Summary

At the Council Meeting of 25 July 2017 the following Questions without Notice (QWN) were submitted by Councillors. Council Officers responded to the QWN and Councillors were notified on 7 September 2017 of the outcome of the QWN.

These are now submitted as part of the Council Agenda for Public Notification.

QUESTIONS WITHOUT NOTICE – COUNCIL MEETING OF 25 JULY 2017	
Question	Response
<p><u>Councillor Justin Taunton</u></p> <p>Question 1</p> <p>Can I have an update the on CCTV financial funding from the Hon. Craig Laundry MP, Federal Member for Reid?</p>	<p><u>Senior Manager Compliance</u></p> <p>Burwood Council did not receive any funding for CCTV from the recent grant review despite a detailed application.</p>
<p><u>Councillor Justin Taunton</u></p> <p>Question 2</p> <p>In relation to financial grants for street scapes and town centre beautification programs, from State and Federal Governments, can Council enquire as to what grants are available?</p>	<p><u>Senior Manager Assets and Design</u></p> <p>Council's Landscape and Urban Design Team monitor grant opportunities and will apply for streetscape and town centre beautification grant as they become available. The next round of the Greater Sydney Commission's Metropolitan Greenspace Program grants is expected to be announced in March 2018.</p>
<p><u>Councillor Justin Taunton</u></p> <p>Question 3</p> <p>Does Council work together with groups like rotary with its Graffiti removal program?</p>	<p><u>Acting Senior Manager Works and Operations</u></p> <p>Council does not work with any other organisation to remove Graffiti.</p> <p>Council is invited annually to participate in State Government 'Graffiti Removal Day'. Although the annual invitation is always considered Council usually declines due to the year-round approach taken to manage graffiti.</p> <p>Council invests significant resources in the removal of graffiti through a multi-faceted program of reactive and proactive responses to graffiti vandalism under the Graffiti Management Plan. As a result of this significant investment Council does not have additional resources to contribute to the upcoming 'Graffiti</p>

QUESTIONS WITHOUT NOTICE – COUNCIL MEETING OF 25 JULY 2017	
Question	Response
	Removal Day' this year, however, we do support the program by promoting the event on Council's Website.

No Decision – Information Item Only**Attachments**

There are no attachments for this report.

(ITEM IN28/17) MAYORAL DISCRETIONARY GRANTS - SMALL DONATIONS MADE FOR THE PERIOD ENDING 30 JUNE 2017

File No: 17/31316

REPORT BY THE GENERAL MANAGER

Summary

The Discretionary Grants – Small Donations Policy was reviewed by Council and adopted on 25 June 2013. As part of the Policy requirements a list of donations made is to be reported to Council on a quarterly basis. The attached table details the Discretionary Grants for the June quarter ending 2017.

Background

The Mayor receives an annual budget of \$10,000 to provide civic leadership by supporting, through the allocation of small donations on behalf of Council, organisations or individuals for:

1. Personal development and achievements of individual community members representing NSW or higher in their chosen fields, including sporting, academic, cultural and artistic endeavours who require financial assistance to attend events or activities or compete in their chosen field.
2. Relief and other emergency organisations.
3. Charitable organisations (registered) which provide benefits to the Burwood Local Government Area.
4. Locally based groups and organisations located in the Burwood Local Government Area that have not applied under the community grants program and are established as not-for-profit, community based which includes P and C associations.
5. Mayor's discretion for requests of a humanitarian nature.

Financial assistance for all categories is capped at \$500.

Proposal

That Council notes this report as per the requirements of the Discretionary Grants – Small Donations Policy.

Financial Implications

Within the approved budget allocation of \$10,000.

No Decision – Information Item Only

Attachments

- 1 [Discretionary Grants - Small Donations Policy 2016 - 2017 - 30 June 2017](#)

ATTACHMENT 1

ITEM 28/17 Mayoral Discretionary Grants - Small Donations made for the period ending 30 June 2017.DOC

Discretionary Grants - Small Donations Policy 2016 - 2017 - 30 June 2017

Discretionary Grants - Small Donations Policy 2016-2017										
Date	Name/Organisation	Address	Purpose	Criteria 1 - Individual Residing Burwood	Criteria 2 - Relief and other Organisations - natural disasters	Criteria 3 - Charitable Organisations (Registered) - Provide benefits to Burwood	Criteria 4 - Groups and Organisations Located in the Burwood and Provide Services to Burwood	Criteria 5 - Mayoral Discretion - Humanitarian Nature	Amount Donated \$	Budget Allocation \$
										\$ 10,000.00
			Donation towards 25th Anniversary celebrations						\$ 500.00	\$ 9,500.00
			Donation for participation in the World Vision 40 Hour Famine 2016.	\$ 200.00					\$ 200.00	\$ 9,300.00
			Donation towards newly established White Stone Wellbeing Program.					\$ 500.00	\$ 500.00	\$ 8,800.00
			Donation towards sponsorship at the 2016 Police Officer of the Year Awards - Wednesday 28 September 2016.			\$ 250.00			\$ 250.00	\$ 8,550.00
			Donation towards the purchase of items towards Parish Pantry that helps people who are struggling.				\$ 500.00		\$ 500.00	\$ 8,050.00
			Donation towards Imar Youth Charitable Association for restoration works at the hall.					\$ 500.00	\$ 500.00	\$ 7,550.00
			Donation towards St Joseph's Centenary Brochure for Parish Centenary events taking place on 21 and 23 October 2016			\$ 500.00			\$ 500.00	\$ 7,050.00
			Donation to Hire of Woodstock Community Centre Rotaract Next Generations Youth Information Night					\$ 112.00	\$ 112.00	\$ 6,938.00
			Donation towards St Merkorious Charity Event - Day at the Bay on Saturday 13 November 2016					\$ 500.00	\$ 500.00	\$ 6,438.00
			Donation towards St Joseph's Parish Enfield project named PATH - Parish Against Trafficking of Humans				\$ 500.00		\$ 500.00	\$ 5,938.00
			Donation towards Burwood Council participating in the Concord Cancer Centre Commander's Cup - Thursday 23 February 2017 in accordance to Mayoral Minute 16/57276 resolved at Council Meeting on 6 December 2016.							
			\$1363.64 exclusive of GST.				\$ 1,363.64		\$ 1,363.64	\$ 4,574.36
			Mayoral donation towards costs involved in accepting an offer from the University of Oxford to study Philosophy, Politics and Economics under Criteria 1 - Individual Residing Burwood.	\$ 200.00					\$ 200.00	\$ 4,374.36
			Mayoral donation towards fundraising by Kinsella Family Dinner in support of 'Hope for Cambodian Children Foundation' and Projects in The Philippines.					\$ 500.00	\$ 500.00	\$ 3,874.36
			Mayoral donation towards '2017 Vinnies CEO Sleepout' event to help raise funds to help the homeless in our community.		\$ 200.00				\$ 200.00	\$ 3,674.36
			Mayoral donation towards fundraiser event on Saturday 20 May 2017 to help raise funds to help the Club operate and further development of their members.			\$ 500.00			\$ 500.00	\$ 3,174.36
			Mayoral donation towards '2017 Red Shield Appeal' annual fundraising drive.			\$ 500.00			\$ 500.00	\$ 2,674.36
			Mayoral donation towards the purchase of items under th programme 'Life Jacket' which provides a jacket to those who are homeless and sleeping rough during winter.				\$ 500.00		\$ 500.00	\$ 2,174.36
			Mayoral donation towards the Food Run Program targeting people who lack food.				\$ 500.00		\$ 500.00	\$ 1,674.36
			Mayoral donation towards the services and programs run by the Church which assist the local community.				\$ 500.00		\$ 500.00	\$ 1,174.36
			Mayoral donation towards the St Merkorious Charity providing food donations to homeless people and provide support to service in the Burwood area					\$ 500.00	\$ 500.00	\$ 674.36
			Mayoral donation towards the costs involved in hosting a Certificate Presentation event in Burwood Park on Sunday 4 June 2017					\$ 306.00	\$ 306.00	\$ 368.36
			Mayoral donation towards Inner West Eisteddfod 2017 Event				\$ 200.00		\$ 200.00	\$ 168.36
									\$ 9,831.64	
									Total Budget Remaining	\$ 168.36

**(ITEM IN29/17) POWER OF ATTORNEY FOR THE GENERAL MANAGER -
MAY TO JULY 2017**

File No: 17/41035

REPORT BY THE GENERAL MANAGER

Summary

At the Council Meeting of 28 June 2011, Council resolved to delegate to Michael Gerard McMahon, General Manager, a prescribed power of attorney and that the General Manager report to Council every three months on all documents signed under the prescribed power of attorney.

Council notes that the following documents were signed under power of attorney between May to July 2017.

No Decision – Information Item Only**Attachments**

There are no attachments for this report.

(ITEM IN30/17) PETITIONS

File No: 17/45044

REPORT BY DEPUTY GENERAL MANAGER CORPORATE, GOVERNANCE & COMMUNITY

Summary

Petitions received are reported to Council on a monthly basis. Council has received four petitions since the last Council Meeting.

Background

Date Received	Petition Subject	No. of Households and Businesses within the LGA	No. of Households outside the LGA	Responsible Council Division
10 October 2017	BD.2017.053 – 197-199a Burwood Road Burwood	13		Land, Infrastructure and Environment
25 September 2017	Traffic Improvement in Enfield	79	8	Land, Infrastructure and Environment
10 August 2017	BD.2017.085 - 2 George Street Burwood	7		Land, Infrastructure and Environment
10 July 2017	Clarence and Church Streets Burwood inclusion in transition zone	35		Land, Infrastructure and Environment

Comments

That Council notes that the Petition has been referred to the appropriate Council Officers for attention.

No Decision – Information Item Only**Attachments**

There are no attachments for this report.