

ORDINARY MEETING

Notice is hereby given that a meeting of the Council of Burwood will be held electronically on Tuesday 28 July 2020 at 4:00pm to consider the matters contained in the attached agenda.

In the overriding interests of public health and safety during the current COVID-19 pandemic, Council will be conducting its meeting electronically as per provisions under the NSW Local Government Act. The customary face-to-face public participation opportunity has been replaced with the opportunity to speak via teleconference link. Written submissions on agenda items will also be accepted. The written submissions will be acknowledged at the meeting and referenced in the minutes.

Tommaso Briscese
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 ELECTRONICALLY ON TUESDAY 28 JULY 2020 AT 4:00PM.

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."

RECORDING OF MEETING (READ BY MAYOR)

"Meetings of Council and Council Committees are audio recorded for the purpose of assisting with the preparation of meeting minutes and promoting meeting transparency."

Such recordings are subject to the provisions of the Government Information (Public Access) Act 2009 (GIPA) and are promptly made available for public review via the Council website.

APOLOGIES/LEAVE OF ABSENCES

DECLARATION OF POLITICAL DONATIONS (READ BY MAYOR)

In light of legislation that governs the 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 disclose any reportable political donation or gift made to any local Councillor or employee of Council. Such disclosure is required on Development Application Forms submitted to Council.

Council is also obliged by law to publish details of all reportable political donations or gifts on its website.

Should any person having business before Council this evening and being an applicant or party with 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.

CONFIRMATION OF MINUTES

Recommendation

That the Minutes of the following Meeting of Burwood Council:

A. Council Meeting held on 23 June 2020

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.

PUBLIC FEEDBACK ON AGENDA ITEMS (READ BY MAYOR)

The face-to-face public participation opportunity has been replaced with the opportunity to speak via teleconference link on agenda items. Written submissions are also accepted for this meeting and have been circulated directly to all Councillors. All submissions will be acknowledged at the Council Meeting and referenced in the minutes of the meeting.

ADDRESS BY THE PUBLIC ON AGENDA ITEMS COMMENCES

MAYORAL MINUTES

GENERAL BUSINESS

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QUESTIONS WITHOUT NOTICE

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

(ITEM 39/20) ADOPTION OF THE DELIVERY PROGRAM 2018-2021, OPERATIONAL PLAN AND BUDGET 2020-2021 AND STATEMENT OF REVENUE POLICY INCLUDING SCHEDULE OF FEES AND CHARGES 2020-2021

File No: 20/31228

REPORT BY DEPUTY GENERAL MANAGER, CORPORATE, GOVERNANCE & COMMUNITY

Summary

The purpose of this report is to seek Council's adoption of the:

- Delivery Program 2018-2021 and Operational Plan and Budget 2020-2021
- Statement of Revenue Policy 2020-2021
- Schedule of Fees and Charges 2020-2021
- Making of the Rates and Charges 2020-2021

Operational Plan Objective

- 2.1 Community confidence in Council's decision making.
- 2.1.3 Ensure transparency and accountability in decision making.
- 2.3 Identify and maintain additional revenue sources to ensure financial sustainability.

Background

Council at its meeting of 23 June 2020 resolved to place on public exhibition the Draft Delivery Program 2018-2021 and Operational Plan and Budget 2020-2021 and Draft Statement of Revenue Policy, including draft Schedule of Fees and Charges for 2020-2021, for a period of 28 days between 24 June and 23 July 2020.

Proposal

Delivery Program 2018-2021 and Operational Plan and Budget 2020-2021 and Draft Statement of Revenue Policy, including draft Schedule of Fees and Charges for 2020-2021

Consultation

In accordance with the requirements of the *Local Government Act 1993*, Council advertised its draft plans:

- On Council's website
- On Council's Facebook and Twitter pages

In addition, hard copies of the documents were made available at the Customer Service Centre at the Council Chambers to be viewed by appointment.

Digital Communications Statistics

Website - total views during public exhibition period as at 20 July 2020

Burwood Council website	8,267 views
Public Exhibition section	21 views

Social media - total views during public exhibition period as at 20 July 2020

Council Twitter Post	204 impressions, 41 engagements
Mayor's Twitter Post	46 impressions, 2

	engagements
Council Facebook Post	479 reach, 12 actions
Mayor's Facebook	284 reach, 18 actions

E-Newsletter total views during public exhibition period as at 20 July 2020

Have Your Say Message	48 views, 17 clicks
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As of Thursday 23 July Council received no public submissions. Any further submissions received will be presented at the Council Meeting of 28 July 2020.

Planning or Policy Implications

The Operational Plan and Budget 2020-2021 supports the current three year Delivery Program 2018-2021.

Every year the Delivery Program is reviewed and if there are significant changes it must be put on public exhibition and adopted by Council. This year the Delivery Program has been reviewed and there were changes due to the inclusions of objectives and actions as a result of the adoption of the Local Strategic Planning Statement. Therefore it was necessary to exhibit or go up to Council again for adoption.

The Operational Plan and Budget 2020-2021 is based on a realistic and current understanding of Council's capacity to deliver the targets identified in the Delivery Program 2018-2021.

Financial Implications

The resourcing of the Operational Plan 2020-2021 is detailed in the Budget 2020-2021.

Conclusion

The Delivery Program 2018-2021 and Operational Plan 2020-2021 reflects the strategic targets identified in Burwood's 20 year Community Strategic Plan and details the actions Council believes need to be implemented over the year to achieve the community's needs. The Budget details the necessary financial resources, and their allocation, required to deliver the services and activities identified as priorities.

Recommendation(s)

1. That Council note that no submissions have been received relating to the Draft Delivery Program 2018-2021, Draft Operational Plan and Budget 2020-2021 and the Draft Statement of Revenue Policy incorporating the Schedule of Fees & Charges for 2020-2021.
2. That Council adopt the 2018-2021 Delivery Program.
3. That Council adopt the 2020-2021 Operational Plan.
4. That Council adopt the 2020-2021 Budget.
5. That Council levy two ordinary rates, being "Residential" and "Business".
6. That the "Residential" rate be sub-categorised into:
 - Residential
 - Residential – Town Centre

7. That the “Business” rate be sub-categorised into sub-categories, being:
 - Business A
 - Business B
 - Business C
 - Business D
 - Town Centre – Minor Business
8. That Council continue to adhere to the minimum/ad-valorem basis of rating with a reasonable substantial minimum rate set at an amount determined to be the contribution required to cover the provision of the basic activities of the Council.
9. That Council make:
 - a. An Ordinary Rate (Residential) of 0.00142293 in the dollar on all rateable residential land in the Burwood Council area excluding Residential–Town Centre land, with the minimum amount payable for this rate in respect to each separate parcel of rateable land be the sum of \$1,017.53;
 - b. An Ordinary Rate (Residential–Town Centre) of 0.00072618 in the dollar on all rateable residential land in the Burwood Council area defined and categorised as Residential–Town Centre land, with the minimum amount payable for this rate in respect to each separate parcel of rateable land be the sum of \$1,297.62;
 - c. An Ordinary Rate (Business A) of 0.00199962 in the dollar on all rateable business land in the Burwood Council area other than the rateable business land included in sub-categories Business B, Business C, Business D and Town Centre–Minor Business, with the minimum amount payable for this rate in respect to each separate parcel of rateable land be the sum of \$1,112.72;
 - d. An Ordinary Rate (Business B) of 0.00288365 in the dollar on all rateable business land within the centre of activity defined, and categorised Category Business B, with the minimum amount payable for this rate in respect to each separate parcel of rateable land be the sum of \$1,112.72;
 - e. An Ordinary Rate (Business C) of 0.00369162 in the dollar on all rateable business land within the centre of activity defined, and categorised Category Business C, with the minimum amount payable for this rate in respect to each separate parcel of rateable land be the sum of \$1,112.72;
 - f. An Ordinary Rate (Business D) of 0.00616850 in the dollar on all rateable business land within the centre of activity defined, and categorised Category Business D with the minimum amount payable for this rate in respect to each separate parcel of rateable land be the sum of \$1,423.45;
 - g. An Ordinary Rate (Town Centre–Minor Business) of 0.00232862 in the dollar on all rateable business land within the defined Town Centre area and categorised as Town Centre–Minor Business, with the minimum amount payable for this rate in respect to each separate parcel of rateable land be the sum of \$1,423.45;
 - h. A Residential Waste Management Service Availability Charges (Residential Waste Charge or Res Strata Waste Charge) in accordance with Section 496 of the *Local Government Act 1993* for 2020-2021 of \$419.50 as per Schedule of Fees and Charges.
 - i. A Stormwater Management Service Charges (Stormwater Management Service Charge) in accordance with Section 496A of the *Local Government Act 1993* and Clauses 125A and 125AA of *Local Government (General) Regulation 2005*, as denoted

in the 2020-2021 Schedule of Fees and Charges document.

- j. Charges pursuant to Section 611 of the *Local Government Act 1993* as denoted in the 2020-2021 Schedule of Fees and Charges document.
10. That Council note the Rate Yield for 2020-2021 with the Independent Pricing and Remuneration Tribunal (IPART) Special Rate Variation (SRV) increase of 4.5% and the rates shown in the following table:

2020-2021 RATING STRUCTURE WITH +4.5% Rate Peg and Other Mandatory Adjustments						
RATE TYPE	CATEGORY	TOTAL NUMBER OF ASSESSMENTS	RATE IN THE DOLLAR	NUMBER MIN. RATE ASSESSMENTS	MINIMUM RATE \$	NOTIONAL YIELD \$
Ordinary	Residential	10,294.84*	0.00142293	4,292.66*	\$1,017.53	\$14,974,280
Ordinary	Business A	466.16*	0.00199962	146.24*	\$1,112.72	\$1,511,177
Ordinary	Business B	43	0.00288365	3	\$1,112.72	\$624,983
Ordinary	Business C	31	0.00369162	2	\$1,112.72	\$436,212
Ordinary	Business D	42	0.00616850	4	\$1,423.45	\$2,371,496
Ordinary	Residential Town Centre	3,377	0.00072618	3,332	\$1,297.62	\$4,551,034
Ordinary	Town Centre - Minor Business	388	0.00232862	216	\$1,423.45	\$1,502,893
Total		14,642		7,995.90		\$25,972,074

11. That the yield from the Residential Waste Management Service Availability Charges of \$6,330,979.05 be noted in the Statement of Revenue Policy 2020-2021.
12. That the yield from the Stormwater Management Service Charges of \$292,227.50 be noted and updated in the Statement of Revenue Policy 2020-2021.
13. That the yield for the Section 611 Charges (Gas Mains Assessment) be noted and will be approximately \$30,000.
14. That for the 2020-2021 rating year a rebate of \$125 be granted in addition to any other pensioner rates concession granted to a rates assessment of an eligible pensioner.
15. That for the 2020-2021 rating year only, Council grant a rebate of \$30 to each rating assessment in rates category Residential and Residential – Town Centre to be applied once to each rating assessment at the time of the main rates levy
16. That Council adopt the maximum rate of interest payable on overdue rates and charges as determined by the Minister.
17. That the General Manager levy the rates and charges for the period 1 July 2020 to 30 June 2021 by service of the rates and charges notices pursuant to the *Local Government Act 1993* and the Regulations made there under.
18. That Council adopt the tabled 2020-2021 Statement of Revenue Policy incorporating the Schedule of Fees & Charges for 2020-2021.
19. That Council delegate to the General Manager the delivery of the Capital Works program in line with a detailed plan of works/services and budget for the financial year 2020-2021 including the acquisition of goods and services, request for quotations and tendering for roads, footpaths, kerb and gutter and drainage works using prescribed agencies under

Section 55 of the *Local Government Act 1993* and NSW Government panels available to Council.

Attachments

There are no attachments for this report.

(ITEM 40/20) LOW RISE MEDIUM DENSITY HOUSING CODE, SUBDIVISIONS CODE AND AMENDMENT TO BURWOOD LOCAL ENVIRONMENT PLAN TO RESTRICT DUAL OCCUPANCY SUBDIVISIONS IN R2 ZONE

File No: 20/32375

REPORT BY DEPUTY GENERAL MANAGER, LAND INFRASTRUCTURE AND ENVIRONMENT

Summary

The Planning Proposal (PP) seeks to permit dual occupancy subdivisions in the R2 zone if each resulting lot would have a minimum site area of 400sqm and a minimum street frontage of 12m, was endorsed by Council at its meeting of 19 May 2020. The PP resulted in a draft amendment to the Burwood Local Environmental Plan (BLEP) 2012 being prepared. It has become clear recently that this BLEP amendment will not fully achieve Council's initial intention of preventing dual occupancy subdivisions in the R2 Low Density Residential zone via Complying Development Certificates (CDCs) under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2019 (the Codes SEPP).

Notwithstanding, it is recommended that the draft BLEP amendment be progressed to finalisation given the multiple benefits it has, which are discussed under the *Planning or Policy Implications* section in this report.

Operational Plan Objective

- 1.2.1 Inform the community of Council's activities, facilities and services using accessible communication
- 4.5.2 Ensure independence and transparency in decision making on significant developments

Background

The NSW Government amended the Codes SEPP in 2018. The amendment introduced the Low Rise Medium Density Housing Code (LRMDHC) and additions to the Subdivisions Code, which allow development for dual occupancies and their subdivision by CDCs in the R2 zone.

Council considered the implications of the LRMDHC and the amended Subdivisions Code, and on 27 November 2018 resolved to:

1. Request an amendment of the Codes SEPP so that the R2 zone in the BLEP is exempt from the provisions of the LRMDHC and the amended Subdivisions Code that allow the approval of dual occupancies and their subdivision via CDCs.
2. Prepare a PP to amend the BLEP to restrict the subdivision of dual occupancies in the R2 zone by providing development standards that are similar to those which exist for dwelling houses.

Council by letter dated 14 January 2019 requested the Department of Planning, Industry and Environment (DPIE) to amend the Codes SEPP and provided additional information to DPIE by letter dated 15 May 2019.

Response received was that DPIE would not amend the Codes SEPP, as Council's concerns could be addressed by the PP to amend the BLEP. Provisions of the LRMDHC and the amended Subdivisions Code have become effective for land in the Burwood Local Government Area (LGA) from 1 July 2020.

The PP was separately prepared, for which DPIE issued the Gateway Determination on 24 January 2020. The PP sought to only permit dual occupancy subdivisions in the R2 zone, if each

resulting lot would have a minimum site area of 400sqm and a minimum street frontage of 12m. These are the current requirements for land subdivision in all residential zones in the Burwood LGA under the BLEP and Burwood Development Control Plan (BDCP).

The PP was exhibited between 18 March 2020 and 15 April 2020. Outcomes of the exhibition were reported to the Council meeting on 19 May 2020, when Council resolved to endorse the PP and submit it to DPIE for finalisation into a BLEP amendment.

Following the Council meeting, Council staff advised DPIE of the Council resolution and requested the Parliamentary Counsel Office (PCO) to draft a LEP amendment, in accordance with DPIE's Guide to Preparing LEPs. The PCO is responsible for drafting and publishing the laws of the Commonwealth of Australia, including LEPs.

The PCO provided the draft BLEP amendment to Council staff for review and comment.

Codes SEPP

Clause 6.2 of the Codes SEPP relates to Strata subdivision of a dual occupancy. It requires, amongst other provisions, that:

- Strata subdivision of a dual occupancy can occur if the dual occupancy has been approved through complying development.

Clause 6.4 of the Codes SEPP relates to Torrens subdivision of a dual occupancy. It requires, amongst other provisions, that:

- The area of each resulting lot must be at least the minimum size specified for the subdivision of land for the purpose of a dual occupancy in the LEP that applies to the land.

Effect of BLEP Amendment

The BLEP amendment will permit dual occupancy subdivision in the R2 zone, only if each resulting lot would have a minimum site area of 400sqm and a minimum street frontage of 12m.

In view of the abovementioned provisions of the Codes SEPP, the BLEP amendment will not be able to override the provisions of the Codes SEPP which allow Strata subdivision of dual occupancies via CDCs. While most landowners would prefer Torrens subdivision of dual occupancies, approximately 2,000 parcels of land in the R2 zone would have the enough land size and street frontage to be eligible for applying for a Strata subdivision in conjunction with a dual occupancy development via CDCs under the Codes SEPP in theory.

Consultation

Council staff has had many discussions with officers of DPIE and the PCO since the PCO provided the draft LEP amendment to Council for review and comment.

Planning or Policy Implications

It has become clear through correspondence with the PCO only recently that the new BLEP amendment will not fully achieve Council's initial intention of preventing the subdivision of dual occupancies in the R2 zone via CDCs. People could apply for a Strata subdivision of dual occupancies via CDCs under the Codes SEPP.

Nevertheless the new BLEP amendment still presents the following benefits:

- It will apply for Development Applications (DAs) for dual occupancy subdivisions and will assist with assessment of the DAs.

- It provides development standards for dual occupancy Torrens subdivisions, which the majority of landowners would prefer.
- It will address Council's concern to a large extent over the impact of dual occupancy subdivisions on the subdivision pattern in the R2 zone. This is because most landowners would prefer a Torrens subdivision over a Strata subdivision. Torrens subdivisions can effectively be controlled through the BLEP amendment, while not many people are expected to apply for a Strata subdivision of dual occupancies.

Financial Implications

No Financial implications.

Conclusion

The BLEP amendment will not stop a Strata subdivision of dual occupancies via CDCs under the Codes SEPP. Progression of the BLEP amendment to finalisation is still recommended given the multiple benefits it presents.

Recommendation(s)

1. That the draft BLEP amendment which imposes requirements for dual occupancy subdivisions in the R2 zone be proposed to finalisation.
2. That the Parliamentary Counsel Office be requested to issue the PC opinion and the final draft BLEP amendment.
3. That the BLEP amendment becomes effective from the date of publication on the NSW legislation website.

Attachments

There are no attachments for this report.

(ITEM 41/20) REVISION OF BURWOOD DCP CONTROLS CONCERNING TREE PRESERVATION REQUESTS

File No: 20/32787

REPORT BY DEPUTY GENERAL MANAGER, LAND INFRASTRUCTURE AND ENVIRONMENT

Summary

A draft amendment to the Burwood Development Control Plan (BDCP) in regards to Tree Preservation Requests is proposed. The amendment will enable the applicant to request a review by management and escalated to the Executive, if required, of a draft refusal. This report highlights the proposed changes and recommends that the draft amended BDCP be exhibited and that results of the exhibition with any further changes be reported to Council prior to adoption.

Operational Plan Objective

4.5 Ensure customer focused processes for development services

3.1.1 Ensure strong planning controls to protect and encourage open and green spaces

Background

The BDCP currently has controls relating to preservation of trees or vegetation at Section 6.1 (Preservation of Trees or Vegetation). This section details Council's functions in relation to the State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017 and Section 3.14 (1) (e) of the Environmental Planning and Assessment Act 1979 which enables an environmental planning instrument to make provision for or with respect to, among other things, the protection or preservation of trees or vegetation.

Currently Section 6.1.5 (Assessment Process for a Tree Permit Application) of the BDCP contains the process for how applications for a Tree Permit will be considered by Council and how the application will be determined.

Section 6.1.6 (Right of Appeal) details how an applicant may seek a review if an application for a Tree Permit is refused. There are currently two methods to seek a review, through the internal review process, or the external review process.

Internal Appeal Process: If an application for a Tree Permit is refused, the applicant may seek a review by an internal panel. The panel will consist of two members of the Burwood Council Executive and an independent expert. The internal panel will only consider applications where the refusal has been based on the assessment of subjective criteria or there has been a request to consider extenuating factors that are not accommodated within the set criteria.

External Appeal Process: Clause 12 of the SEPP provides that an applicant may appeal to the Land and Environment Court against the refusal by Council to grant a Tree Permit.

In light of community representation, it is recommended for Section 6.1 to be amended to provide an additional process prior to finalisation of a refusal.

Proposal

One section of the BDCP is proposed to be amended, being:

- Section 6.1 Preservation of Trees or Vegetation

Text will be amended detailing an additional process prior to finalisation of a refusal for the applicant to be able to request a free internal review undertaken by management, then escalated to the Executive if required. This additional process will be inserted into Section 6.1 of the BDCP.

The extra internal review process is intended to reduce the need to escalate the process at Executive level and reduce the costs of engaging an external tree management expert every time a resident asks for a review.

It also provides added quality assurance to Council and residents.

Consultation

Consultation in the form of a public exhibition will take place in accordance with Council's Community Participation Plan and the Environmental Planning and Assessment (EP&A) Regulation 2000. A public exhibition of the draft amended BDCP will provide the public, Council Officers and Elected Members with the opportunity to comment on Section 6.1 the document.

Planning or Policy Implications

The draft amended BDCP will require public exhibition in accordance with the EP&A Regulation 2000 before being adopted by Council. When adopted, it will repeal the existing BDCP.

Financial Implications

There are no financial implications for Council arising from an amendment to the BDCP.

Conclusion

Should Council endorse this report to amend the BDCP a draft DCP will be prepared in accordance with the EP&A Regulation 2000. This will introduce an updated Section 6.1 which will detail an additional process for applicants to have a review of their application before finalisation of a refusal. It is recommended that this amendment proceed to public exhibition. The outcomes of the exhibition will be reported to Council at which time further amendments may be made following consideration of submissions received during the exhibition.

Recommendation(s)

1. That a draft BDCP amendment be prepared.
2. That Council endorse for public exhibition the draft amended BDCP, in accordance with the EP&A Regulation 2000.
3. That a further report be brought to Council advising of the exhibition outcomes and making recommendations on the finalisation of the draft amended BDCP.

Attachments

There are no attachments for this report.

(ITEM 42/20) DRAFT VOLUNTARY PLANNING AGREEMENT - 185E BURWOOD ROAD BURWOOD

File No: 20/32191

REPORT BY DEPUTY GENERAL MANAGER, LAND INFRASTRUCTURE AND ENVIRONMENT

Applicant: UrbanLink Pty Ltd
Owner: Dennis Lup Yik Wong & Elsa Suet Fong Shum Wong
Company Director(s): Dennis Lup Yik Wong & Elsa Suet Fong Shum Wong

Operational Plan Objective

1.2.1 Inform the community of Council's activities, facilities and services using accessible communication

Summary

A draft Voluntary Planning Agreement (VPA) and Explanatory Note (EN) prepared in connection with a Development Application (DA) No. 117/2019 for 185E Burwood Road Burwood have been publicly notified in accordance with the relevant legislation. The draft VPA will provide the developer to pay a monetary contribution of \$52,010 to Council in lieu of a shortfall in on-site parking. Council's endorsement is now sought to enter into the VPA after the granting of the DA.

Background

A draft VPA has been proposed in conjunction with DA No. 117/2019. The DA proposes alterations and additions to the existing restaurant on the ground floor and the change of use of levels 1 and 2 from boarding rooms to commercial office space.

Under the draft VPA, the developer would pay Council \$52,010 as a monetary contribution in lieu of one deficient parking space on site, based on provisions in the Burwood Development Control Plan (BDGP) and Council's Fees and Charges Schedule 2019-20.

Consultation

The draft VPA and EN were publicly notified for a period of 28 days from 22 May 2020 to 19 June 2020. An exhibition notice was placed on Council's website. The exhibition notice included a link to the NSW Planning Portal where the draft VPA and EN were available for viewing. This exhibition arrangement was in line with the NSW Government's emergency measures as a result of the COVID-19 pandemic.

Planning or Policy Implications

Council has a *Planning Agreements Policy*. The Policy 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 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 the Burwood Town Centre.
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.
3. The VPA provides a reasonable means of achieving the relevant purpose. The VPA provides for the monetary contribution in exchange for the 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 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.
5. The VPA would help achieve the outcomes sought by Council from the use of planning agreements, which are:
 - (a) Provide an enhanced and more flexible system of contributions by developments towards the provision of public benefits, related to the impacts of development.
 - (b) Enable community awareness of and input to the public benefits of particular developments, related to the impacts of the developments.
6. The VPA conforms to the fundamental principles governing the Council's use of planning agreements as set out in Clause 2.1 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 and instead, each application must be considered on its merits.
 - *Principle 'e' – 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.

Financial Implications

The VPA would provide for a monetary contribution of \$52,010 to Council towards the provision of public car parking within 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 185E Burwood Road, Burwood. The VPA would provide Council with a monetary contribution of \$52,010 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 DA but prior to the issue of a Construction Certificate. The development consent would include a condition requiring that the VPA be entered into prior to the issue of any Construction Certificate.

Recommendation(s)

1. That Council enter into the VPA for 185E Burwood Road, Burwood for the provision of a monetary contribution of \$52,010 towards public car parking after the granting of the consent for DA 117/2019, which would include a condition requiring that the VPA be entered into prior to the issue of any Construction Certificate.
2. That Council authorise the 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.

Attachments

- 1 [↓](#) Draft Voluntary Planning Agreement as exhibited
- 2 [↓](#) Explanatory Note as exhibited

PLANNING AGREEMENT

PARTIES

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

and

Dennis Lup Yik Wong & Elsa Suet Fong Shum Wong ACN 24803858469 of 3 Gelling Avenue Strathfield NSW 2135 in the State of New South Wales (Developer).

Background

- A. The Developer is the registered proprietor of the Land.
- B. On 22/11/2019 the Developer submitted a Development Application, DA.2019.117, to the Council for Development Consent to carry out the Development on the Land.
- C. The Development Application was accompanied by an offer by the Developer to enter into this Agreement to make Development Contributions towards the Public Facilities if the Development Consent was granted.

Operative Provisions

1. Planning Agreement under the Act

The Parties agree that this Agreement is a planning agreement governed by Subdivision 2 of Division 7.1 of Part 7 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 shall operate from the date of the approval by the Council of the Development Application DA.2019.117.

Any approval given by the Council for Development Consent for DA.2019.117 shall not come into effect until this Agreement is executed.

4. Definitions and interpretation

4.1 In this Agreement the following definitions apply:

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

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

Development means DA.2019.117 issued by the Council in respect of the property known as 185E Burwood Road, Burwood NSW 2134.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

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

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 11 in Deposited Plan 16560 (Folio 11/16560) known as 185E Burwood Road, Burwood NSW 2134.

Monetary Contribution means \$52,010.00.

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

Public Facility means car parking within the Burwood Town Centre for use by the public.

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 including 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 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 a monetary contribution at the sum of Fifty two thousand and ten Dollars (\$52010.00) on the date of the execution of this Agreement.
- 5.2 The Developer and/or the Proprietor must deliver to Council a bank cheque in a form acceptable to the Council for the amount of the monetary contribution on the date of the execution of this Agreement, which shall occur prior to the issue of any Construction Certificate with respect to the Development.
- 5.3 The Developer and the Proprietor each covenant and agree with the Council not to make an application for the issue of any Construction Certificate until the payments required to be made to the Council hereunder have been paid.

6. Application of the Development Contributions

- 6.1 The monetary contributions paid by the Proprietor and/or the Developer under this Agreement will be used by 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 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 7.11 and section 7.12 of the Act to the Development

This Agreement does not exclude the application of section 7.11 or section 7.12 of the Act to the Development. Benefits under the Planning Agreement are not to be taken into 7.24 of the Act.

8. Registration of this Agreement

8.1 The Proprietor and the Developer each further covenant 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 Agreement over the title to the Land pursuant to section 7.6 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 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 Proprietor 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, 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 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 Proprietor and the Developer 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 Management Authority over the title to the Land to protect its interest therein pursuant to this Agreement

9. Acknowledgements

9.1 The Developer and the Proprietor acknowledge that Council may include a notation on Planning Certificates under section 10.7(2) and 10.7(5) of the Act in relation to this Agreement

9.2 The parties acknowledge that 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 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 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: 9911 9900
 Email: council@burwood.nsw.gov.au

Developer

Attention: Dennis Lup Yik Wong & Elsa Suet Fong Shum Wong
 Address: 3 Gelling Avenue, Strathfield NSW 2135
 Fax Number: 02 97472929
 Email: denniswongs@yahoo.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 machines 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 5.00pm on that day on the place of the Party to whom it is sent, its 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 Proprietor and the Developer agree that this Agreement shall be binding upon the Proprietor and the Developer and upon their respective transferees, assignees or successors.

15. Costs

The Proprietor and/or the Developer 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.

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. 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 Agreement, any amount payable under this 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 Agreement are not confidential and this agreement may be treated as a public document and exhibited or reported without restriction by any party.

28. Once the Council is satisfied that the Proprietor and Developer have 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 Council will do all things reasonably necessary, including the execution of any documents to enable the Proprietor to remove any caveat and the notation of this Planning Agreement on the title to the Land.

DRAFT

EXECUTED AS AN AGREEMENT

Signed for and on behalf of Burwood Council by)
 its attorney, Tommaso Briscese, under power)
 of attorney dated 29 May 2019 registered)
 book 4760 number 381, in the presence of:)
)
)

Signature of Witness

Signature of Attorney

(Print) Full Name of Witness

 Tommaso Briscese
 (Print) Full Name of Attorney

Date

 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 Dennis Lup Yik Wong & Elsa Suet Fong Shum Wong

Dennis Lup Yik Wong & Elsa Suet Fong Shum Wong (ACN 24803858469) executed this
 agreement pursuant to section 127 of the Corporations Act in the presence of:

Signature of Director

Signature of Director

Dennis Lup Yik Wong

Elsa Suet Fong Shum Wong

Print Full Name of Director

Print Full Name of Director

Date

PLANNING AGREEMENT - Explanatory Note

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

Planning Agreement for the provision of monetary contribution in lieu of onsite parking at 185E Burwood Road Burwood NSW 2134

Under Section 7.4 of the Environmental Planning and Assessment (EP&A) Act 1979

1. Parties

The parties to the Planning Agreement are:

- (1) Burwood Council (**Council**)
- (2) Dennis Lup Yik Wong & Elsa Suet Fong Shum Wong (**Proprietor**)
- (3) Dennis Lup Yik Wong & Elsa Suet Fong Shum Wong (**Developer**)

2. Description of Subject Land

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

Folio Identifiers: 11/16560
Location: 185E Burwood Road Burwood NSW 2134

3. Description of Proposed Change to Development

The Developer has lodged a Development Application being DA. 2019.117 which provides a shortfall of one (1) parking space.

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 \$52010.00, 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 car parking facilities within the Burwood 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 car parking 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 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 car parking facilities within the Burwood 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.

(ITEM 43/20) DRAFT VOLUNTARY PLANNING AGREEMENT - 28-34 VICTORIA STREET BURWOOD

File No: 20/31894

REPORT BY DEPUTY GENERAL MANAGER, LAND INFRASTRUCTURE AND ENVIRONMENT

Applicant: UrbanLink Pty Ltd
Owner: VSD Investments Pty Ltd
Company Director(s): Pierre Sleiman

Operational Plan Objective

1.2.1 Inform the community of Council's activities, facilities and services using accessible communication

Summary

A draft Voluntary Planning Agreement (VPA) and Explanatory Note (EN) in connection with a Development Application (DA) No. 91/2019 for 28-34 Victoria 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 of \$3,337,775 to Council in exchange for additional floor space. Council's endorsement is sought to enter into the VPA after the granting of the consent for the DA.

Background

DA No. 91/2019 proposes the demolition of existing structures and the construction of a 30 level mixed use development containing 179 residential units above basement parking on the site at 28-34 Victoria Street, Burwood. The proposal seeks to provide 1,907.3m² of additional Gross Floor Area (GFA), or a 10% increase in the maximum Floor Space Ratio (FSR) permitted by Clause 4.4(2) of the *Burwood Local Environmental Plan* (BLEP) 2012. This GFA increase is allowed under Clause 4.4A(5) and 4.4A(6) of the BLEP.

VPA

The 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 GFA or 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 \$3,337,775, based on the monetary contribution rate of \$1,750/m² additional GFA.

Consultation

The draft VPA and EN were publicly notified for a period of 28 days from 20 May 2020 to 17 June 2020. An exhibition notice was placed on Council's website. The exhibition notice included a link to the NSW Planning Portal where the draft VPA and EN were available for viewing. This exhibition arrangement was in line with the NSW Government's emergency measures as a result of the COVID-19 pandemic.

Planning or Policy Implications

Council has a *Planning Agreements Policy*. The Policy 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 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* identified the open space and community facilities required to meet the population increase.
4. 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.
5. The VPA would help achieve the outcomes sought by Council from the use of planning agreements, which are:
 - (a) Provide an enhanced and more flexible system of contributions by developments towards the provision of public benefits, related to the impacts of development.
 - (b) Obtain additional public benefits for the wider community by sharing in the increased land value accruing to a developer from a rezoning or development approval.
 - (c) Enable community awareness of and input to the public benefits of particular developments, related to the impacts of the developments.
6. The VPA conforms to the fundamental principles governing the Council's use of planning agreements as set out in Clause 2.1 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 and instead, the DA must be considered on the individual merit.
 - Principle 'e' – 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 *Open Space and Community Facilities Study*.

Financial Implications

The VPA would provide for a monetary contribution of \$3,337,775 (depending on the final determination of the DA), based on the 1,750/m² additional GFA rate to Council for the provision, 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 \$3,337,775 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 a Construction Certificate. The development consent would include a condition requiring that the VPA be entered into prior to the issue of any Construction Certificate.

Recommendation(s)

1. That Council enter into the VPA for 28-34 Victoria Street Burwood for the provision of a monetary contribution of \$3,337,775 (dollar value dependant on the final determination of the DA) towards public facilities after the granting of the consent for DA No. 91/2019, which would include a condition requiring that the VPA be entered into prior to the issue of any Construction Certificate.
2. That Council authorise the General Manager to sign the VPA and any related documentation under his Power of Attorney.
3. That Council authorise the General Manager to endorse minor revisions of the VPA documents where necessary prior to execution.

Attachments

- 1  Draft voluntary planning agreement as exhibited
- 2  Explanatory Note as exhibited

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

VSD Investments Pty Limited ACN 604993642 of Shop 1/36 Victoria Street, Burwood 2134 in the State of New South Wales (Developer).

Background:

- A. The Land is situated at 28-34 Victoria Street, Burwood NSW 2134.
- B. The Developer is the registered proprietor of the Land
- C. On 27 September 2019, Development Application No. 91/2019 was submitted by the Developer to the Council for development consent for development to be carried out on the Land for the purpose for the *“demolition of the existing structures and the construction of a 30 level mixed use development containing 179 residential units above basement parking”*
- D. The Development Application was accompanied by an offer by the Developer 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.
- E. As contemplated by section 7.4 of the Act, the parties wish to enter into this Planning Agreement with respect to gross floor area as provided by Clause 4.4A of the Burwood LEP 2012, 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 Planning Agreement is a planning agreement within the meaning of section 7.4 of the Act and is governed by Part 7 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 by the Council of Development Application No. 91/2019.

3.2 This Planning Agreement shall operate from the date of execution of this Agreement.

PLANNING AGREEMENT version 19 May 2020

Page 1

Proprietor (Initial)..... Developer (Initial)..... Council (Initial).....

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 4.55 modifications, Part 6 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 6 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. 91/2019 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. 91/2019.

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

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 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 SP 4711, SP 4241 and SP 49414 situated at and known as 28 Victoria Street, 28A-30 Victoria Street and 32-34 Victoria 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 \$3,337,775 excluding GST representing \$1750 x 1907.3m².

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 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 including 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 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 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 and the Proprietor 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.

5.4 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, Council will refund the amount of the Monetary Contribution to the Developer within 14 days of notice being given to Council by the Developer 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.

5.6 In the event the Original Consent or 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 Contributions

6.1 The Monetary Contribution paid by the Developer 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 7.11 and section 7.12 of the Act to the Development

This Planning Agreement does not exclude the application of:

- (a) section 7.11 or section 7.12 of the Act;
- (b) any affordable Housing Levy;
- (c) any other monetary contributions;

in connection with Development Application No. 91/2019. Benefits under the Agreement are not to be taken into account in determining a development contribution under section 7.11 or section 7.12 of the Act.

8. Registration of this Agreement

8.1 The Proprietor and the Developer each further covenant 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 Agreement over the title to the Land pursuant to section 7.6 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 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 Proprietor 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 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 Proprietor and the Developer 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 and Property Information over the title to the Land to protect its interest therein pursuant to this Agreement

9. Acknowledgements

- 9.1 The Developer and the Proprietor acknowledge that the Council may include a notation on Planning Certificates under section 10.7(2) and 10.7(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 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 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: Pierre Sleiman
 Address: Shop 1/36 Victoria Street, Burwood 2134 in the State of New South Wales
 Post: As above
 Fax Number: N/A
 Email: pierre@pncompanies.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 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 Proprietor and the Developer agree 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 Proprietor and/or 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 Proprietor and/or 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 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 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

PLANNING AGREEMENT version 19 May 2020

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Proprietor (Initial)..... Developer (Initial)..... Council (Initial).....

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

26. Goods and Services Tax (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 Proprietor and Developer have 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 Proprietor to remove any caveat and the notation of this Planning Agreement on the title to the Land.

EXECUTED AS AN AGREEMENT

Signed for and on behalf of **Burwood Council** by)
 its attorney, **Tommaso Briscese**, under power)
 of attorney dated 29 May 2019 registered)
 book 4760 number 381, in the presence of:)
)

Signature of Witness_____
Signature of Attorney_____
(Print) Full Name of Witness_____
Tommaso Briscese
(Print) Full Name of Attorney_____
Date_____
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 VSD Investments Pty Limited:

VSD Investments Pty Limited ACN 604993642 executed this agreement pursuant to section 127 of the
 Corporations Act in the presence of:

.....
Signature of Director/Secretary.....
Signature of Director.....
(Print) Name of Director/Secretary.....
(Print) Name of Director.....
Date

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 28-34 Victoria Street, Burwood NSW 2134

Under Section 7.4 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) VSD Investments Pty Limited (Proprietor)
- (3) VSD Investments Pty Limited (Developer)

2. Description of Subject Land

Folio Identifiers: SP 4711, SP 4241 and SP 49414

Location: 28 Victoria Street, 28A-30 Victoria Street and 32-34 Victoria Street, Burwood.

3. Description of Proposed Development

The Developer has lodged a development application (being 91/2019) for the land which proposes *“demolition of the existing structures and the construction of a 30 level mixed use development containing 179 residential units above basement parking”*. The application includes a voluntary planning agreement for material and/or financial contribution to Council as a public benefit. The contribution and this agreement relates specifically to 1908.27m² of gross floor area, proposed as part of the DA, and which is allowed by Clause 4.4A of the Burwood LEP 2012.

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 \$3,337,775 (excluding GST) being \$1750 (excluding GST) per square metre (1907.3m²) 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]

The contribution will go towards Council's funds to deliver community infrastructure which it has identified is necessary for the community.

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:

- (i) 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, or as allowed by Clause 4.4A of the Burwood LEP 2012 which this agreement and the DA generally relies on. Council has also prepared a Burwood Open Space and Community Facilities Study, which identified public benefit requirements in the Burwood Local Government Area.
- (ii) 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:

- (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

[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]:

- (i) Council undertakes to provide *adequate, equitable and appropriate services for the 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) 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*.

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 44/20) BURWOOD SESQUICENTARY COMMITTEE - RESOURCING

File No: 20/32737

REPORT BY DEPUTY GENERAL MANAGER, CORPORATE, GOVERNANCE & COMMUNITY

Summary

This report presents an assessment of the financial and resourcing implications associated with the set up and activities of the Burwood 150 Year Anniversary Steering Committee.

Operational Plan Objective

- 1.2 A well informed, supported and engaged community
- 1.4 A proud and inclusive community that celebrates diversity
 - 1.4.1 Celebrate the achievements of the local community
- 5.3 Enhance and foster the local identity
 - 5.3.3 Support innovation which will enhance local identity and culture
- 5.4 Activate village precincts and preserve the distinct characters of surrounding

Background

At its meeting of 23 June 2020 Council resolved to establish the Burwood 150 Year Anniversary Steering Committee (the committee) to engage with the local community and present ideas to Council to mark the anniversary of this event in 2024. As stated in the Notice of Motion, "This anniversary presents opportunities for Council to acknowledge its indigenous heritage and to celebrate its history, its businesses, its culture and importantly its vision for the future."

The motion proposed that the Committee comprise the Mayor as Chair (or his delegate as Chair), two Councillors, and a member of Burwood Historical Society, with other community member and stakeholder positions to be filled through an Expression of Interest nomination process.

It was agreed that Terms of Reference (TOR) for the committee would be considered at its inaugural meeting and presented to Council for adoption. The TOR will help to ensure that the committee runs in an effective and efficient manner and will be in line with similar charters for other Council Committees.

The Council also resolved for the General Manager to conduct an assessment of the financial and resourcing implications for setting up and running such a committee and to report back to the July 2020 meeting. This report presents the outcome of that process.

Proposal**Financial implications for initial phase**

It is envisioned the Committee members will participate in the activities on a voluntary basis.

The initial role of the committee is to engage with the community and investigate potential ideas projects. The committee will require both funding and staff support to achieve this objective.

In relation to set-up, due to COVID-19 and the need for committee members to meet remotely, the committee will require the assistance Council's IT department to ensure that meetings run smoothly and effectively. If COVID-19 restriction ease, it may be possible for the committee to come together face to face in a Council venue, in which case a budget of \$1,000 should be provided for catering and ancillary support, which is commensurate with other Council committees.

In terms of operations, it is proposed that a budget of \$4,000 is allocated in the current year 2020/2021 budget, to be used for advertising, printing or research costs.

Where face to face meetings and interviews are to be conducted, subject to COVID-19 restrictions, rooms in Council facilities can be provided as an in-kind contribution. Another in-kind cost will be staff time. It is proposed that the committee be supported at each meeting by two Council employees: one from the Community Development Team to take minutes and support community engagement; and the other from the Library Team to advise on local heritage. It is likely that other Council staff will be seconded to the committee from time to time to provide advice on communications and the like.

Financial implications for future phases

In the Notice of Motion a number of bold ideas were canvassed for the Sesquicentenary Anniversary including repurposing or purchasing a site for a public domain project, the commissioning of an art installation and research into Burwood's 150 year history.

The outcome will be a fitting and long-lasting tribute to the history of the Burwood area that will build community pride and identity. However projects of this nature would require a significant investment of funds.

As the role of the committee will evolve over coming years in the lead up to the sesquicentenary, it is proposed that a review be conducted towards the end of the current financial year to confirm any changes to committee objectives and determine future resourcing needs.

At that point a firm commitment on budgetary investment could be made for the 2021/21 financial year.

Governance implications

In line with other Council committees, it would be recommended that Council nominate the Mayor as the Chair of the Committee, and one Councillor as a standing member, with an additional councillor as alternate.

It is also recommended that Council staff meet with the Mayor and nominated councillor/s to discuss desired number of community representatives before commencing formal process of expressions of interest.

Planning or Policy Implications

The committee will be conducted in accordance with its terms of reference, once adopted.

Financial Implications

A budget of \$5,000 to be allocated in 2020/2021 plus in-kind resources (staff time and use of community rooms). A further allocation of funds and resources can be sought in future years, including funding for agreed projects, both large and small.

Options

Council may accept the recommendation contained in this report, resolve to move in a different direction or seek further advice from staff.

Conclusion

The Burwood 150 Year Anniversary Steering Committee will play a critical role in ensuring that an inclusive and fitting celebration takes place in 2024 to mark the 150th anniversary of the formation of the Burwood Municipality. The resources required to support the committee's work are modest in relation to the outcomes it will achieve.

Recommendation(s)

That Council

1. Nominates the Mayor as Chair of the Burwood 150 Year Anniversary Steering Committee Committee.
2. Nominates one councillor as a standing member of the committee and one councillor as alternate.
3. Allocates a budget to the Committee of \$5,000 in 2020/21 and also the staff resources and other in-kind support outlined in this report.
4. Authorises the General Manager to organize a meeting of Mayor and nominated councilor/s with relevant staff to determine preferred action plan for seeking expressions of interest from community members and related groups .
5. Requests a comprehensive report on recommended programs and cost estimates at the May 2021 Council meeting.

Attachments

There are no attachments for this report.

(ITEM 45/20) MULTICULTURAL ADVISORY COMMITTEE MEMBERSHIP

File No: 20/30182

REPORT BY DEPUTY GENERAL MANAGER, CORPORATE, GOVERNANCE & COMMUNITY

Summary

The Multicultural Advisory Committee Terms of Reference allows for two alternate members to be appointed to the committee in addition to the four community representatives. Currently the Multicultural Advisory Committee has two vacancies for this role. It is recommended that one of these positions be filled by Mr Trilochan Pokharel, a representative of the Nepalese community.

Operational Plan Objective

1.4.2 Engage with the Culturally and Linguistically Diverse Community

Background

The Multicultural Advisory Committee (MAC) has been operating for two years and currently has four community representatives. The two alternate positions have not been filled to this date.

During COVID restrictions it was agreed to temporarily cease committee meetings. In May 2020 a one-off MAC roundtable was held to ascertain if there were any culturally specific issues arising from COVID 19 and restrictions. In addition to committee members, other individuals were invited, including Mr Pokharel who attended as a representative of the Nepalese community.

At the conclusion of the roundtable Councillor Ernest Chan, chairperson of the committee, recommended that we invite Mr Pokharel to represent the Nepalese community on the committee.

Proposal

It is proposed that Mr Trilochan Pokharel be appointed to the MAC for the remainder of the term of the current committee.

Consultation

Mr Pokharel and Councillor Chan have been consulted and support the appointment.

Planning or Policy Implications

The appointment is in accordance with the MAC Terms of Reference.

Financial Implications

No Financial implications.

Conclusion

The Nepalese born community comprised 3.5% of the Burwood population as at the 2016 Census and is the third largest group of overseas born residents after China and India. Mr Pokharel will provide valuable insight into this community and identify any emerging needs and opportunities.

Recommendation(s)

It is recommended that Council appoint Mr Trilochan Pokharel as an alternate member of the Multicultural Advisory Committee.

Attachments

There are no attachments for this report.

(ITEM 46/20) ADOPTION OF THE BURWOOD COUNCIL AND LIBRARY PUBLIC COMPUTER AND INTERNET USE POLICY

File No: 20/32267

REPORT BY DEPUTY GENERAL MANAGER, CORPORATE, GOVERNANCE & COMMUNITY

Summary

The Burwood Council and Library Public Computer and Internet Use Policy (the policy) governs the use of Council's public computers and other devices, its Wi-Fi service and access to the Internet by customers. The policy was last reviewed in 2013 and has now been updated and is reported for adoption.

Operational Plan Objective

- 1.2 A well informed, supported and engaged community
- 1.3 A safe community for residents, workers and visitors

Background

Council provides a range of Internet-related services to customers, including provision of access to public PCs, loaning of communication devices and access to a free Wi-Fi service. Whilst use of the Internet via these services remains the responsibility of the customer, it is important to clarify the basic ground rules that govern its use. This includes restricting access to offensive and illegal sites.

The previous policy has been in operation for over seven years and there have been no serious issues during that period. The current policy has been updated to remove procedures, reformat the contents and broaden the scope to make it applicable for all Council PC and Internet use.

Proposal

It is proposed that the updated Burwood Council and Library Public Computer and Internet Use Policy be adopted by Council.

The adopted policy will be made available on Council's website and at key locations, such as the Library. The policy will be supported through associated procedures.

Consultation

The policy has been endorsed by the General Manager and Council's Policy, Corporate Practice and Procedures Panel.

Planning or Policy Implications

No other planning or policy implications.

Financial Implications

No financial implications.

Options

Adopt the proposed policy or reject and request changes.

Conclusion

The Burwood Council and Library Public Computer and Internet Use Policy aims to strike the balance between supporting free access to information via the Internet and establishing limits on use, particularly with regard to access to offensive or illegal sites and material.

Recommendation(s)

That Council adopts the Burwood Council and Library Public Computer and Internet Use Policy.

Attachments

- 1 [↓](#) Burwood Library - Internet Access Policy - Adopted by Council 23 July 2013 - Team Responsible Library
- 2 [↓](#) Burwood Council and Library - Public Computer and Internet Use Policy - Approved by the General Manager 11 June 2020 - Team Responsible Library



Burwood Council

heritage ■ progress ■ pride

BURWOOD LIBRARY INTERNET ACCESS 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

Purpose

To state the rules, procedures and expectations concerning the use of the Library's Internet services to facilitate an efficient, effective and equitable service.

Scope

Applies to all Burwood Library members and visitors who access the Internet.

Rules

Burwood Council Library (the Library) has an important role as a provider of sources of information and ideas, including online content. While it provides access to materials and information presenting all points of view on current and historical issues, including controversial issues, it has a responsibility to the community to ensure that categories that display offensive and objectionable content including violence, illegal activities, pornography, etc. are restricted.⁽¹⁾

To this effect, filtering software has been installed on the Library's computer and wireless systems to screen out offensive content. A copy of the categories that have been filtered is available on request from the Library's Information Desk.

Council reserves the right to notify the police should any material be viewed or downloaded, the contents of which would be deemed illegal to view and/or download.

The following rules apply to use of the Library's Internet Service:

1. Use of and access to the Library's Internet Service is free, however printing costs are listed in Burwood Council's Fees and Charges schedule.
2. A person under the age of 18 years must have signed parental/guardian approval on their Library Membership Form to use the Library's Internet service on its computers.
3. Bookings on the Library computers may be made in person or by phone on the day of use.
4. Patrons should advise of the need to cancel a booking at the earliest opportunity.
5. A delay of more than 10 minutes in arrival will lead to the loss of the allocated session.
6. Patrons must not install their own software programs, violate software licensing agreements on the Library's Internet Service or create viruses. They must not change any settings on the Library's Internet Service. The misuse or abuse of the Library's Internet Service may result in their access to the service being suspended, depending on factors, including, but not limited to the nature of the misuse and the frequency of the offences. The length of the suspension will be at the discretion of the Library and if the offence is repeated longer periods of suspension may be imposed.⁽²⁾
7. Patrons who deliberately corrupt software or damage equipment will be charged for the cost of repairs.
8. Patrons must not attempt to restart or turn off the computers or to fix any problem they encounter. Any problems must be reported to a Library staff member immediately.

ITEM NUMBER 46/20 - ATTACHMENT 1

Burwood Library - Internet Access Policy - Adopted by Council 23 July 2013 - Team Responsible Library

9. Copyright laws apply to the Internet and use of material published on the Internet. Use of material, including its download, is at the patron's own risk and Burwood Council accepts no responsibility for any breach of copyright arising out of any material downloaded using its Internet access service.
10. The Library does not guarantee the availability of the Internet or any sites at any time, but will endeavour to ensure reasonable access for patrons. Computers may be subjected to problems related to hardware or software and the Library makes no guarantee that the computers will be available when booked. Where possible, notice will be provided to patrons when the service is unavailable.
11. Should part of the patron's booking time be lost due to technical problems, the patron will still be obliged to vacate the computer at the end of their booking for the next patron.
12. Patrons should save files to their own storage device to ensure privacy and security. Burwood Council bears no responsibility for the security or integrity of private material that is placed onto any of its computers, its server or any equipment owned or operated by Burwood Council.
13. While all care is taken, the Library accepts no responsibility for virus infection, loss of data or damage to a patron's storage device.
14. Headphones are to be used when playing sound files.
15. Wireless Technology Access
 - a. Laptops should be brought fully charged, as electrical outlets are not always available in the Library.
 - b. Electrical cords must not be strung across public areas to protect the safety of others in the Library.
 - c. The Library cannot guarantee the speed of the wireless connection as it can be affected by problems experienced by the service provider.
16. It is the sole responsibility of parents/guardians to determine and monitor their children's use of Library materials and resources, including the use of the Library Internet Service. Library staff are available to assist young people in the use of the Internet, but not to supervise their use of the Internet. Parents/guardians need to be aware that unsupervised young people may be subject to cyber bullying and hence they are encouraged to work with their children when they are accessing the Internet.

Disclaimer of liability: Access to the Internet from the Library premises

1. Burwood Council Library (the Library) will not be responsible to you or any other person for any loss or damage suffered in connection with the use of the Library Internet Service.
2. The Library makes no representations or warranties in relation to the accuracy, authority or completeness of the information accessed through the Internet when using the Library Internet Service.
3. The availability of information via the Internet does not constitute any endorsement or ratification of that information by the Library.

ITEM NUMBER 46/20 - ATTACHMENT 1

Burwood Library - Internet Access Policy - Adopted by Council 23 July 2013 - Team Responsible Library

4. If a patron places any reliance upon the information accessed via the Internet when using the Library Internet Service, they do so at their own risk.
5. Security in an electronic environment such as the Internet cannot be guaranteed. The Library is not liable for any loss of data, funds or identity theft arising from any disclosure of information you may make over the Internet when using the Library Internet Service, including, but not limited to, disclosure of personal information within the meaning of the *Privacy and Personal Information Protection Act 1998*, health information within the meaning of the *Health Records and Information Protection Act 2002*, or any other confidential and sensitive information.
6. The Library does not represent or warrant that the Library Internet computers are free of software viruses or other defects nor shall the Library be responsible for any virus or other computer infection that may be passed via its computer equipment or any equipment operated or maintained by the Council.
7. The Library does not represent or warrant availability of the Library Internet Service, or access to the Internet or Internet sites when using the Library's computers. The Library is not liable for any losses suffered as a result of technical problems or computer viruses in accessing the Internet or Internet sites when using the Library Internet Service.
8. The Library makes no representation or warranty as to the suitability of the information accessible via the Internet for viewing by minors or any other person. In particular, the Library makes no representation or warranty regarding information that is offensive, pornographic, unsuitable for minor's access, or otherwise of a criminal or violent nature being safeguarded from access through the Internet while using the Library's computers.
9. The Library is not liable for the defamatory, offensive or illegal conduct of any user of the Library Internet Service.
10. To the extent permitted by applicable laws, all warranties, representations and implied terms having regard to the use of the Library's free wireless and Internet services, are excluded.

Library Website Disclaimer of Liability

1. Burwood Council Library (The Library) will not be responsible to you, or any other person, for any loss or damage suffered in connection with the use of this web site, or in connection with any materials contained on this web site (Site Materials) or materials contained on any web site linked on the worldwide web (Linked Materials).
2. The Library makes no representation or warranty in relation to the accuracy, reliability, timeliness, or otherwise of the Site Materials or Linked Materials.
3. If you place any reliance upon the Site Materials or Linked Materials, then you do so at your own risk.
4. The links provided to other web sites are done for convenience purposes only and the Library does not purport to approve or endorse any of the Linked Materials.
5. The Library does not represent or warrant that the Site Materials or Linked Materials are free of computer viruses or other defects. The Library recommends that virus checks should be done on any downloaded Site Materials or Linked Materials which have not been updated.

ITEM NUMBER 46/20 - ATTACHMENT 1

Burwood Library - Internet Access Policy - Adopted by Council 23 July 2013 - Team Responsible Library

6. Changes may be made to this web site, however the Library makes no representation that the Site Materials will be updated and the Library is not liable for any losses suffered in relation to Site Materials or Linked Materials which are out of date.
7. To the extent permitted by applicable laws, all warranties, representations and implied terms are excluded.
8. To the extent permitted by applicable laws, any liability incurred in relation to Site Materials or Linked Materials is limited to the resupply of the Site Materials or the links to the Linked Materials, or the reasonable cost of having the Site Materials or the links to the Linked Materials resupplied.
9. Under no circumstances will the Library be liable for any incidental, special or consequential damages, including damages for loss of business or other profits, arising in relation to use of the Site Materials or Linked Materials.

Related Information

(1) Library Council of NSW (2007) Access to information in New South Wales Libraries
http://www.sl.nsw.gov.au/services/public_libraries/policies/docs/accesstoinformation2007.pdf

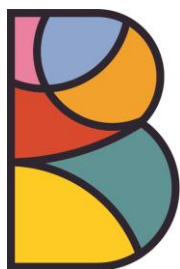
(2) The Library Regulation 2010, Section 17(1)(b) under the *Library Act 1939* empowers libraries to limit access to resources and services to any person based on conditions determined by local government authorities.
http://www.sl.nsw.gov.au/services/public_libraries/legislation/index.html

Review

This Policy will be reviewed every four years.

Contact

Library Manager
Burwood Library
4 Marmaduke Street, Burwood NSW 2134
(02) 9911 9998



Burwood
Inc.1874

BURWOOD COUNCIL AND LIBRARY PUBLIC COMPUTER AND INTERNET USE 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

ITEM NUMBER 46/20 - ATTACHMENT 2

Burwood Council and Library - Public Computer and Internet Use Policy - Approved by the General Manager 11 June 2020 - Team Responsible Library

Purpose

To guide the provision of access to public computer equipment and the Internet in the Burwood Library (the Library); and access to the Internet by customers using their own computer equipment and mobile devices to connect to the Wi-Fi service provided by the Burwood Council and the Library (the Council).

Scope

This policy applies to the use of the Internet from all public computer equipment and mobile devices in the Library.

The Council and Library customers are also bound by this policy when using the wireless service (Wi-Fi Service) with their own computer equipment and mobile devices. The Wi-Fi Service is provided free to customers both within the Council and the Library; as well as in the adjacent external public areas that are provided for the enjoyment of the community.

Policy Statement

1. Principles

The Council is committed to serving the information needs of customers. As part of this commitment, the Council strives to provide a welcoming environment with free public access to the Internet and computer equipment. Use of the Library Internet Service and computers or other devices is governed by this policy, which has been prepared with reference to the Library Council of NSW *Internet Policy Guidelines for NSW Public Libraries*.

2. Access

2.1 Public Computers

The Council provides Library members with free use of public access computers and other devices. All public access computers provide access to the Internet. Library members may book computers for a set period of time, as determined by the Library staff, based on demand. Computers may be subject to problems related to hardware or software and the Library can make no guarantee that the computers will be available when booked.

The Council does not guarantee the authority or accept responsibility for the accuracy of any information accessed via the Internet; whether on the Library's public computer equipment or on customers' own devices using the Council's Wi-Fi service. Some Internet sources may contain material which is inaccurate or which may cause offence to, or upset some people. The Council reserves the right to restrict access to some sites (see section 4) and to certain processes, file types and download sizes.

2.2 Wi-Fi Service

Customers may also access the Internet through the Council's public Wi-Fi network using their own computer equipment and mobile devices. Free access to the Wi-Fi Service is provided to customers throughout the Council and the Library; and is also available in public spaces outside the Council and the Library. Library membership is not required to use the Wi-Fi Service, nor is a password required. The Council cannot guarantee the speed of the Wi-Fi Service. Customers need to be aware of the risk in using Wi-Fi Service, as communications over public Wi-Fi networks are not secure.

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Burwood Council and Library - Public Computer and Internet Use Policy - Approved by the General Manager 11 June 2020 - Team Responsible Library

There is a fee for printing which is itemised in Burwood Council's Fees and Charges schedule.

2.3 Use by young people below the age of 18

The Council promotes and supports young people's access to information, including information through its Internet facilities. Library staff are available to assist young people in the use of the Internet and to recommend websites on particular subjects; however parents/guardians are responsible for their child's use of the Internet. Junior library members (under the age of 18) are required to have the consent of their parents/guardians before using the Library's public computers for accessing the Internet. Library staff does not supervise or monitor children using the public computers in the Library so there is a risk that unsupervised children may use the Internet inappropriately or be subject to cyber bullying.

Parents/guardians are responsible for their child's use of the Council's Wi-Fi Service using their own computer equipment and/or mobile devices; whether inside or outside the Council and the Library. Parents/guardians are encouraged to work with their children in using the Internet. Library staff are available to assist with children's information needs, but are not responsible for sites they may access.

3. Security

Security in an electronic environment cannot be guaranteed and use of the Internet is at the customers' own risk. The Council accepts no responsibility or liability for any loss, injury, damage or expenses incurred by customers from use of the Internet, including, but not limited to, loss of data or funds; or identity theft which may result from service faults, defects, negligence, error or omission. The Council assumes no responsibility for the security and privacy of on-line transactions.

The Council does not guarantee that its public computers are free of viruses or other defects and the Council is not responsible for any virus or other computer infection that may be passed via its public computer equipment or any other equipment operated or maintained by the Council. The Council is not liable for any losses suffered as a result of technical problems in accessing the Internet or when using the computers. The Council is also not liable for any defamatory, offensive or illegal conduct of any customer using the Internet.

4. Illegal and Inappropriate Use

The Library has a role to play as an unbiased source of information and ideas, including online content, and provides free access to materials and information presenting, as far as possible, all points of view on current and historical issues, including controversial issues. However there are limits on information that may be accessed.

It is acknowledged that the State Library does not support the use of censoring software as it inhibits free access to information and does not provide adequate protection for children from all material on the Internet that may be harmful. Nevertheless, the Council uses filtering software to inhibit access to sites that could reasonably be considered to be offensive. Customers need to be sensitive to the values and beliefs of others when displaying potentially controversial information or images on computer screens located in public areas.

If a customer uses Library equipment to access unlawful, pornographic or other offensive material, or for any anti-social or unlawful use, such a cyber bullying, online gambling or attempting to hack into other computer networks, the Council and the Library reserves the right to:

- terminate a session
- direct the customer to cease using its services and to leave the Council and the Library

ITEM NUMBER 46/20 - ATTACHMENT 2

Burwood Council and Library - Public Computer and Internet Use Policy - Approved by the General Manager 11 June 2020 - Team Responsible Library

- direct that the customer not re-enter the Council and the Library for a specified period
- deny future access to the Internet services provided by the Library
- report any unlawful conduct to the relevant authorities

The Council generally respects the right of customers to privacy when using the Internet. However, the Council reserves the right to monitor all traffic transmitted through its computer network where there are grounds to suspect illegal use. Council may also be legally obliged to provide internet logs to law enforcement agencies to investigate Internet usage where there may be reasonable suspicion of illegal use.

Much information available through the Internet is protected by copyright laws. Customers must therefore be aware of their responsibility not to do any unauthorised copying of copyright protected material or to infringe any licence agreements.

Library customers should also treat all public computer equipment with care so as not to damage any equipment, software or data belonging to the Library or other customers. Customers are not to make any changes to the setup or configuration of the computers, including the loading of software applications such as games.

Relevant Legislation/Policies

Library Act 1939 and the Library Regulation 2018
State Library of NSW *Internet Policy Guidelines for NSW Public Libraries*
Copyright Act 1969 (Commonwealth)
ALIA Statement on Online Content Regulation

Review

This policy will be reviewed every four years.

Contact

Library Manager
Burwood Library
2 Conder Street, Burwood NSW 2134
(02) 9911 9999

(ITEM 47/20) BURWOOD YOUTH ADVISORY GROUP TERMS OF REFERENCE

File No: 20/7368

REPORT BY DEPUTY GENERAL MANAGER, CORPORATE, GOVERNANCE & COMMUNITY

Summary

This report presents the updated Burwood Youth Advisory Group (BYAG) Terms of Reference for Council endorsement.

Operational Plan Objective

1.2 A well informed, supported and engaged community

Background

BYAG has been operating successfully for many years and the current BYAG Protocol was endorsed by Council in May 2012. The Protocol includes information on youth engagement strategies and findings from literature and the Terms of Reference are contained in the appendix.

The Terms of Reference provide the framework for the operation and management of the BYAG, while the Protocol provides interesting background information.

The Terms of Reference have now been extracted from the Protocol, reviewed and updated and are presented for Council endorsement. The Protocol will become an internal working document used by members of the Burwood Youth Advisory Group and staff, as required.

Proposal

Only minor changes were required to the 2012 Terms of Reference which guides the way the group operates. These have been shown in the updated version in different colour text.

The updated BYAG Terms of Reference supersedes the Burwood Youth Advisory Group Protocol 2012 Ref: 12/27358.

Consultation

The draft BYAG Terms of Reference were developed in consultation with members of the BYAG and have been endorsed by Council's Policy, Corporate Practice and Procedures Panel.

Planning or Policy Implications

BYAG support Council's Community Strategic Plan and the Terms of Reference provide a framework for the development and management of the group. Following Council endorsement, the Terms of Reference will be included in the BYAG member induction pack and made available on Council's website, promoting Council's commitment to the involvement of young people in Local Government decision-making processes.

Financial Implications

An internal budget is available to support the operation of the BYAG. Additional projects are subject to external funding.

Conclusion

BYAG will continue to provide Council with a solid understanding of the needs of young people in the Burwood Local Government Area and a greater capacity to respond to their priorities.

Recommendation(s)

That Council endorses the Burwood Youth Advisory Group Terms of Reference.

Attachments

1 [↓](#) Burwood Youth Advisory Group - Terms of Reference - February 2020



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Phone: 9911-9911 - Fax: 9911-9900
Email: council@burwood.nsw.gov.au
Website: www.burwood.nsw.gov.au

BURWOOD YOUTH ADVISORY GROUP TERMS OF REFERENCE

Public Document
Approved by Council: TBC

Version: 2
Ref No. 20/7435

Ownership: Community, Library & Aquatic Services (Community Development)

Functions/Purpose

The Burwood Youth Advisory Group is made up of young people aged 12 – 24 years that have an interest in youth advocacy and community development. The Burwood Youth Advisory Group is an official advisory group of Burwood Council, established in 2008 to facilitate youth representation within Council as a response to the needs of local young people.

The Burwood Youth Advisory Group has been established to:

- Act in an advisory and consultative capacity to Council and staff on matters affecting young people in the community.
- Advocate for the needs of young people, and provide a mechanism for their participation and involvement in decision-making on community issues.
- Assist young people in developing skills in various areas relating to personal and community development, including communication and advocacy.

The main objectives of the Burwood Youth Advisory Group are to:

- Advocate for young people by ensuring that both Burwood Council and the wider community are informed of the issues confronting the diverse range of young people across the Burwood area.
- Assist Council in the coordination, planning and implementation of youth strategies and projects (e.g. Youth Week).
- Facilitate the involvement of young people in community activities by identifying relevant opportunities, liaising with the organising parties, and raising awareness amongst young people across Burwood and the surrounding areas.
- Provide young people with an avenue to further develop skills such as communication, advocacy, teamwork, project management, and administration.
- Promote positive stories and images of young people.
- Act as a consultative mechanism for Burwood Council on issues that affect the diverse range of young people across Burwood and surrounding areas.

Chairperson and Committee Members

Membership of the Burwood Youth Advisory Group shall be open to young people aged 12 – 24 years who live, work, study or regularly visit the Burwood Local Government Area.

Membership shall:

- Comprise up to 20 active members
- Reflect where possible the diversity of the area, including but not limited to different socio-economic, cultural and ethnic backgrounds.

Council's Youth Officer is the Burwood Youth Advisory Group Convenor and is responsible for participatory support, guidance, administration and budgetary support.

Term of Membership

The Burwood Youth Advisory Group aims to be reflective of the needs of young people within the local area. Membership shall exist for the term of the Council (four years). Members within this time may choose to leave the group and if a vacancy arises positions will be advertised. After the cessation of the four year term members may wish to reapply to the group and will be required to complete a Youth Volunteer Form (Appendix A).

Nominations

Nominations for community representative positions on the committee will be invited at a minimum through Council's website.

Potential members can be nominated by:

- The person themselves
- Family or friends
- A locally-based high school
- A local community agency
- A locally based religious group
- A locally based sporting club
- A government or non-government agency

Nominees must complete a Youth Volunteer Registration Form (Appendix A). All nominees will be interviewed by the Youth Officer to confirm their understanding and support for the objectives of the group. If the interview is successful, the nominee will be invited to attend a meeting as a guest. After attendance at the meeting, the nominee will decide whether they will join the group in consultation with the Youth Officer. All unsuccessful nominations will be kept on a register for future possible appointment.

Selection Criteria

Membership of nominees shall be determined by the Youth Officer based on:

- Details outlined in the Volunteer Registration Form.
- Recommendations from current Burwood Youth Advisory Group members (where appropriate).
- Connection to Burwood, noting that applicants must live, work, study or frequently visit the Burwood area.
- Interview outcome
- Nominee's ability to attend regular meetings.

Committee Proceedings

Meetings

- The Burwood Youth Advisory Group will meet on a monthly basis for two hours. Additional meetings may be convened as required.
- Meetings will be held from 6pm – 8pm for the primary purpose of increasing accessibility of young people to the group.

- Meetings shall be held at Council Offices or another location approved by the Chairperson.
- An up-to-date mailing list will be kept of all members details. However, as members may be under the age of 18 years, these details will be kept in strict confidence
- Committee meetings shall be conducted in a spirit of cooperation and mutual respect and members must adhere to Council's Code of Conduct (to be circulated).

Monthly Meetings

- These are formal meetings of the Burwood Youth Advisory Group
- Minutes will be taken
- Agendas will be set
- Recommendations, issues and project work will be discussed
- Members and guests can attend
- The Youth Officer will be present
- Members and the Youth Officer will action tasks arising
- A member who does not attend four meetings in a row without sending apologies may have their membership reviewed with the possible consequence being suspension or cancellation of membership

Additional Meetings

- Additional member meetings of the Burwood Youth Advisory Group can be held at the request of members **and run by them**
- Only current Burwood Youth Advisory Group members can attend member meetings
- Minutes are not required to be taken
- Formal agendas are not required to be set
- Members will action tasks arising
- The Youth Officer will only be present at member meetings where appropriate and/or necessary as determined by members
- Burwood Youth Advisory Group recommendations may only be made by members (young people) at formal meetings.
- Any recommendations to Council arising from additional meetings will be made by a majority vote
- A quorum will comprise of five members of the Burwood Youth Advisory Group. **If a quorum is not present the meeting should not proceed.**

Decision Making

- Recommendation for amendments to the Terms of Reference can be made at any time. Amendments must be endorsed by a majority vote of the Burwood Youth Advisory Group and approved by the General Manager. **Amendments will be communicated as an information item to Council.**
- A quorum is required for voting purposes only
- The Burwood Youth Advisory Group may elect a member by majority vote to represent the group within the community
- Specific roles may be allocated within the Burwood Youth Advisory Group including Chair (lead the meeting), Team Leaders (coordinators of specific projects), Secretary (administration), Treasurer (monitoring budget), Media and Communications (liaise with Council's Internal Comms Team) and Promotions (flyer design). These roles may be determined within the group, as determined by a majority vote of the Burwood Youth Advisory Group. In the event the group chooses not to elect specific roles, tasks will be divided fairly between the group based on skills and experience.
- Members will determine how their budget is to be spent by a majority vote. The budget will be maintained under the Youth Officer portfolio and is subject to the approval of the Youth Officer in line with Council processes.
- Applications for grant funding is encouraged, but can only be submitted in consultation with the Youth Officer and approval from Council

Skills Development

- An annual skills development session will be held for members to attend focusing on: building group cohesion, skills development, communication enhancement and increased engagement
- Ongoing training will be provided as needed and subject to the Youth Officer's approval
- Opportunities for broader learning and networking will be provided as identified.

Minutes

Meeting minutes will be taken by Council's Youth Officer.

Review

The Terms of Reference will be reviewed every four years.

Contact

Youth Officer (02) 9911 9911

Appendix A: Volunteer Registration Form



**Volunteer Registration Form
Burwood Youth Advisory Group**

Applicant Details:

Full Name:
Date of Birth: Age at time of registration:
Mobile Phone: Home Phone:
Address:
Email:
Country of Birth: Cultural Background:

Next of Kin/Emergency Contact:

Full Name:
Mobile Phone: Email:
Address:

Residential Status

To volunteer in Australia you have to be eligible to participate in paid employment, or be in possession of a visa that clearly states that you are able to participate in voluntary work whilst in Australia. Please tick the relevant boxes:

Australian Citizen ☐ Permanent Resident ☐ Student Visa ☐ Work Holiday Permit ☐ Visitors Visa ☐ Other Visa/ Permit ☐

Volunteer Experience

Have you volunteered before? Yes ☐ No ☐

If Yes, who for, why and when?
.....
.....
.....

Volunteering with Burwood Council

Do you agree to work as a volunteer, without payment? Yes ☐ No ☐

Do you have any medical conditions? Yes ☐ No ☐

If yes, please describe:

.....

.....

Do you agree to obtain a Working with Children Check if necessary? Yes ☐ No ☐

I give my permission to Burwood Council to utilise media collected by Burwood Council representatives, containing my image for promotional, reporting and evaluation purposes. I also have read the risk warning outlined below:

SIGNATURE OF VOLUNTEER: _____ Date: _____

If aged under 18 please have a parent/guardian complete the following section:

Parent/ Guardian Name:

Mobile Phone: Email:

I give my consent for my son/daughter/child in my care, whose name is listed on this form, to participate as a volunteer with Burwood Council. And give permission to Burwood Council to utilize media collected by Burwood Council representatives, containing the image of _____ for promotional/reporting/evaluation purposes. I also have read the risk warning outlined below:

SIGNATURE OF PARENT/GUARDIAN: _____ Date: _____

Risk Warning

Each volunteer must take all reasonable care when participating in the youth activities in order to be covered by Councils volunteer liability insurance including, without limitation the following:

- be reliable and punctual for volunteer duties
- carry out volunteer duties as per the volunteer job description/agreement
- discuss any issues arising with the volunteer supervisor
- adhere to Volunteering Burwood's Code of Conduct
- observe Occupational Health and Safety procedures and work safely at all times
- observe the policies and procedures set out within the Burwood Youth Advisory Group Protocol and other Council documents

Council reserves the right to remove a person from the youth activities if, in the opinion of Council or its representatives, the person is acting in a negligent and/or dangerous manner.

For more information, contact Council's Youth Officer:
Phone: 9911 9911. Email: youth@burwood.nsw.gov.au

ITEM NUMBER 47/20 - ATTACHMENT 1

Burwood Youth Advisory Group - Terms of Reference - February 2020

OFFICE USE ONLY:	
Received By:	
Date:	Signature:
REF NO:	

(ITEM 48/20) NSW LOCAL GOVERNMENT REMUNERATION TRIBUNAL - 2020 DETERMINATION ON FEES FOR COUNCILLORS

File No: 20/29552

REPORT BY DEPUTY GENERAL MANAGER, CORPORATE, GOVERNANCE & COMMUNITY

Summary

This report provides advice on the determination made by the Local Government Remuneration Tribunal, under Sections 239 and 241 of the *NSW Local Government Act*, on annual fees payable to Mayors and Councillors in 2020/21.

Operational Plan Objective

2.1.3 Ensure transparency and accountability in decision making

Background

1. Pursuant to Sections 239 and 241 of the *NSW Local Government Act 1993*, the NSW Local Government Remuneration Tribunal makes an annual determination on maximum and minimum fees payable to councillors / members and mayors / chairpersons of general purpose councils and county councils. The details are promulgated via the *Local Government Remuneration Tribunal: Annual Report and Determination* a copy of which is attached to this report.
2. The Tribunal normally delivers its determinations by April of each year so as to provide sufficient time for councils to factor details into finalisation of budget planning for the coming financial year. Disruption caused by the COVID-19 pandemic has resulted in the delay of finalisation of Tribunal assessment this year. Its latest determination was not released until late in June.
3. No change in maximum or minimum thresholds for any existing category of Council has been made by the Tribunal for 2020/21. The current economic and social circumstances arising from impacts of significant events such as drought, catastrophic bushfires and the COVID-19 pandemic have been cited as the rationale for this decision to freeze fees.
4. The Tribunal is obliged to review the categories of councils and mayoral offices at least every three years. The previous review of categories occurred in 2017. Several changes to categories for Non-metropolitan councils were made as a result of the 2020 review. No changes were made to categories within the Metropolitan group to which Burwood belongs.
5. As in 2019/20, Burwood Council has once again been categorised as a General Purpose Council of a "Metropolitan Small" area. The determination by the Tribunal on annual fees for this category remains effective from 1 July 2020 as follows:

Category	Councillor / Member Annual Fee		Mayor / Chairperson Annual Fee	
	Minimum	Maximum	Minimum	Maximum
Metropolitan Small	\$9,190.00	\$20,280.00	\$19,580.00	\$44,230.00

6. Section 249 (2) of the *NSW Local Government Act 1993* stipulates that payment of a mayoral fee is in addition to the fee paid to the incumbent in their councillor capacity.
7. Council resolved in 2019 to set mayoral and councillor fees at the maximum levels permitted. These being \$44,230.00 and \$19,580.00 respectively for 2019/20.

8. If a councillor is absent (with or without the leave of Council) from its ordinary meetings for any period of more than 3 months, payment will not be made for the period in excess of the 3 months of absence. This is a requirement under Section 254A of the *Local Government Act 1993*. That section of the Act also permits Council to make determinations to reduce or withhold payment of the annual fee for any period up to 3 months for which the councillor is absent from ordinary meetings of Council, with or without leave.
9. In accordance with Section 404 of the *Local Government (General) Regulation 2005*, written requests by councillors may be made to the General Manager to have their remuneration payments reduced or stopped at any time. It is each councillor's responsibility to reconcile their receipts with the Australian Taxation Office (ATO) and determine whether continuation of fee payments in part or full may adversely affect their entitlement to a pension, benefit or other form of allowance.
10. The Tribunal has reiterated its position regarding the question of non-payment of superannuation. It remains firmly of the view that the matter is not one for the Tribunal to determine. Once again it noted the ATO ruling "(ATO ID 2007/15) that allows councillors to redirect their fees into superannuation on a pre-tax basis and is a matter for councils". It further noted that the NSW Minister for Local Government has sought the views on the superannuation matter, further to a public discussion paper on the topic released in March this year. The deadline for submissions on that paper was 8 May 2020.

Financial Implications

Sufficient allowance has already been made in the 2020/21 budget to accommodate the maximum permissible fees determined for that period by the Tribunal.

Conclusion

Council needs to resolve its position in relation to fees payable to the Mayor and Councillors for the 2020-2021 year, bearing in mind that no increases beyond the fees that the Tribunal set in 2019 are permitted.

Recommendation(s)

That Council confirm the setting of mayoral and councillor annual fees for the period 1 July 2020 to 30 June 2021 at the maximum permissible levels, being \$44,230.00 and \$19,580.00 respectively.

Attachments

- 1 [↓](#) Local Government Remuneration Tribunal - Annual Report and Determination - 10 June 2020

Local
Government
Remuneration
Tribunal

Annual Report and
Determination

*Annual report and determination under sections 239 and
241 of the Local Government Act 1993*

10 June
2020

[NSW Remuneration Tribunals website](#)

Local Government Remuneration Tribunal

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Local Government Remuneration Tribunal

Executive Summary

The *Local Government Act 1993* (the LG Act) requires the Local Government Remuneration Tribunal (the Tribunal) to report to the Minister for Local Government by 1 May each year as to its determination of categories of councils and the maximum and minimum amounts of fees to be paid to mayors, councillors, and chairpersons and members of county councils.

In response to the COVID-19 pandemic the Minister for Local Government, the Hon Shelley Hancock MP, made the *Local Government (General) Amendment (COVID-19) Regulation 2020* which extends the time for the making of this determination to no later than 1 July 2020.

Categories

Section 239 of the LG Act requires the Tribunal to determine the categories of councils and mayoral offices at least once every 3 years. The Tribunal last undertook a significant review of the categories and the allocation of councils into each of those categories in 2017. In accordance with the LG Act the Tribunal undertook a review of the categories and allocation of councils into each of those categories as part of the 2020 review.

In reviewing the categories, the Tribunal examined a range of statistical and demographic data and considered the submissions of councils and Local Government NSW (LGNSW). Having regard to that information, the Tribunal has determined to retain a categorisation model which differentiates councils primarily on the basis of their geographic location, and the other factors including population, the sphere of the council's economic influence and the degree of regional servicing.

For the Metropolitan group the Tribunal has determined to retain the existing categories and has amended the population criteria applicable to Metropolitan Large and Metropolitan Medium. For the Non-Metropolitan group, the Tribunal has determined to: create two new categories - Major Strategic Area and Regional Centre; rename one category - Regional City to Major Regional City; and revise the criteria for some of the existing categories to account for the new categories.

In accordance with section 239 of the LG Act the categories of general purpose councils are determined as follows:

Metropolitan

- Principal CBD
- Major CBD
- Metropolitan Large
- Metropolitan Medium
- Metropolitan Small

Non-metropolitan

- Major Regional City
- Major Strategic Area
- Regional Strategic Area
- Regional Centre
- Regional Rural
- Rural

Local Government Remuneration Tribunal

Fees

The Tribunal has determined that there will be no increase in the minimum and maximum fees applicable to each existing category. For the new categories, the Tribunal has determined fees having regard to relevant relativities.

Local Government Remuneration Tribunal

Section 1 Introduction

1. Section 239 of the LG Act provides for the Tribunal to determine the categories of councils and mayoral offices and to place each council and mayoral office into one of those categories. The categories are to be determined at least once every 3 years.
2. Section 241 of the LG Act provides for the Tribunal to determine, not later than 1 May in each year, for each of the categories determined under section 239, the maximum and minimum amount of fees to be paid to mayors and councillors of councils, as well as chairpersons and members of county councils.
3. In response to the COVID-19 pandemic the Minister for Local Government, the Hon Shelley Hancock MP, made the *Local Government (General) Amendment (COVID-19) Regulation 2020* which extends the time for the making of this determination to no later than 1 July 2020.
4. In determining the maximum and minimum fees payable in each of the categories, the Tribunal is required, pursuant to section 242A (1) of the LG Act, to give effect to the same policies on increases in remuneration as those of the Industrial Relations Commission. The current policy on wages is that public sector wages cannot increase by more than 2.5 per cent, and this includes the maximum and minimum fees payable to councillors and mayors and chairpersons and members of county councils.
5. The Tribunal is however able to determine that a council can be placed in another existing or a new category with a higher range of fees without breaching the Government's wage policy pursuant to section 242A (3) of the LG Act.
6. The Tribunal's determinations take effect from 1 July in each year.

Section 2 2019 Determination

7. The Tribunal considered ten requests for re-categorisation. At the time of making the determination the Tribunal had available to it the 30 June 2018 population data. In reviewing the submissions received the Tribunal applied a multi variable approach assessing each council against all the criteria (not only population) for the requested category and the

Local Government Remuneration Tribunal

relativities within the categories.

8. The Tribunal found that the allocation of councils into the current categories was appropriate but again noted that some of those councils seeking to be moved were likely to meet the criteria for re-categorisation in future determinations.
9. The Tribunal's 2019 Determination was made on 15 April 2019 and provided a general increase of 2.5 per cent which was consistent with the Government's policy on wages.
10. The Tribunal's findings for North Sydney was not addressed in the 2019 Determination and is dealt with in Section 3 below.

Section 3 Review of categories

Scope of review

11. Section 239 of the LG Act requires the Tribunal to determine the categories of councils and mayoral offices at least once every 3 years. The Tribunal last reviewed the categories during the 2017 annual review.
12. In determining categories, the Tribunal is required to have regard to the following matters that are prescribed in section 240 of the LG Act:

"240 (1)

- *the size of areas*
- *the physical terrain of areas*
- *the population of areas and the distribution of the population*
- *the nature and volume of business dealt with by each Council*
- *the nature and extent of the development of areas*
- *the diversity of communities served*
- *the regional, national and international significance of the Council*
- *such matters as the Remuneration Tribunal considers relevant to the provision of efficient and effective local government*
- *such other matters as may be prescribed by the regulations."*

13. The Tribunal foreshadowed in the 2019 Determination of its intention to undertake a review of the categories in accordance with the LG Act:

Local Government Remuneration Tribunal

“12. A few submissions have suggested alternative categorisation models. The Tribunal will consider this in detail in the 2020 review. The Tribunal intends to commence the 2020 annual review earlier than usual to ensure there is time to review the existing model and to examine alternatives. The Tribunal is of the preliminary view that a case may exist to revise the number of categories, and their applicable criteria, particularly for regional and rural councils.”

14. The Tribunal wrote to all mayors in October 2019 advising of the commencement of the 2020 review and invited submissions from councils on the following matters:

1. *Proposed classification model and criteria*
2. *Allocation in the proposed classification model*
3. *Range of fees payable in the proposed classification model*
4. *Other matters*

15. The Tribunal also wrote to the President of Local Government NSW (LGNSW) in similar terms, and subsequently met with the President and Chief Executive of LGNSW. The Tribunal thanks the President and Chief Executive for making the time to meet with the Tribunal.

16. The Tribunal also met with the Mayors and General Managers of Central Coast and Maitland Councils and the Tribunal thanks them for making the time to meet with the Tribunal.

Submissions received - categorisation

17. The Tribunal received 38 submissions from individual councils, a submission from LGNSW and a submission from Regional Cities NSW. Most of the submissions addressed the Tribunal’s proposed categorisation model, the allocation of councils into those categories and fees. A summary of the matters raised, and the Tribunal’s consideration of those matters is outlined below.

Proposed classification model and criteria

18. Submissions from 20 councils and LGNSW supported the Tribunal’s proposal to create a new category of Regional Centre for the Non-Metropolitan group and were of the view

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that the range of fees would be somewhere between Regional Strategic Area and Regional Rural.

19. Several submissions from Non-Metropolitan councils proposed alternative changes to the model such as, the merging of the Regional Rural and Rural categories, the creation of a new 'Regional' category and the renaming of Regional City to 'Gateway City' or 'Nationally Significant Regional City'.
20. Four submissions from Metropolitan councils sought the creation of a new Metropolitan category with the title of 'Metropolitan Large – Growth Area' or 'Metropolitan Major'.

Allocation in the proposed classification model

21. The Tribunal proposed to allocate 24 councils in the proposed new category of Regional Centre. Of these 24 councils, 14 provided a submission - 11 councils noted or supported their allocation as Regional Centre and 3 councils sought re-categorisation as Regional Strategic Area.
22. In addition to the 3 councils, another 17 councils sought re-categorisation into one of the categories included in the Tribunal's proposed model or into requested alternative new categories. The 20 re-categorisation requests are addressed in Section 3 – Allocation of councils into categories.

Findings - categorisation

23. The Tribunal acknowledges the significant number of submissions received this year and is grateful for the positive response and effort made in those submissions to comment on the proposed categorisation model and suggest alternatives for consideration.
24. There has been broad support to the Tribunal's proposal to create a new Non-Metropolitan category of Regional Centre and rename Regional City to Major Regional City. On that basis the Tribunal will determine the new category of Regional Centre and rename Regional City to Major Regional City. There have been some new criteria added to the category of Major Regional City to acknowledge the broader national and state focus of these cities which impact upon the operations of the council.
25. After considering the views in submissions the Tribunal re-examined the Non-Metropolitan category of Regional Strategic Area in terms of its criteria and the

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characteristics of the councils allocated into it. The Tribunal concluded that the characteristics of the two councils allocated to this category – Central Coast and Lake Macquarie – were sufficiently different to warrant further differentiation. Central Coast has a population greater than 340,000 making it the third largest council by population in NSW and the sixth largest council by population in Australia. It also has the second largest revenue base of all councils in NSW. Central Coast is a significant contributor to the regional economy associated with proximity to and connections with Sydney and the Hunter Region. A new category has been created for Central Coast Council and is to be titled Major Strategic Area. The criteria for this category include local government areas with a minimum population of 300,000, and larger scale and scope to those categorised as Regional Strategic Area. There is no change to the population threshold for the category of Regional Strategic Area, however the other criteria have been amended to account for other changes in the Non-Metropolitan group.

26. The Tribunal's preliminary thinking was that no changes to the categories and criteria for Metropolitan and County Councils were warranted. In respect to the categories, the Tribunal continues to hold that view. In respect to the criteria, after considering submissions the Tribunal re-examined the population criteria for both the Metropolitan Medium and Metropolitan Large categories.
27. North Sydney and Willoughby councils again put forward cases for non-resident workers to be included in the population for Metropolitan Medium. To examine this claim more broadly the Tribunal reviewed non-resident working populations across all metropolitan councils. After careful consideration the Tribunal concluded there was a strong case to recognise the impact on councils of serving significant numbers of non-resident workers. The criteria now provide for councils with a non-resident working population of 50,000 or above to move to another category if their combined resident and non-resident working population exceeds the minimum population threshold. The criteria for Metropolitan Medium and Metropolitan Large have been amended as follows:

Metropolitan Large

Councils may also be categorised as Metropolitan Large if their residential population combined with their non-resident working population exceeds 200,000. To satisfy this criteria the non-resident working population must exceed 50,000.

Metropolitan Medium

Local Government Remuneration Tribunal

Councils may also be categorised as Metropolitan Medium if their residential population combined with their non-resident working population exceeds 100,000. To satisfy this criteria the non-resident working population must exceed 50,000.

28. In making this determination the Tribunal reviewed the criteria for other Metropolitan categories and found that the current population thresholds are appropriate.
29. The revised model which will form the basis of this determination is as follows:

Metropolitan	Non-Metropolitan
<ul style="list-style-type: none"> • Principal CBD • Major CBD • Metropolitan Large • Metropolitan Medium • Metropolitan Small 	<ul style="list-style-type: none"> • Major Regional City • Major Strategic Area • Regional Strategic Area • Regional Centre • Regional Rural • Rural

30. The criteria for each of the categories are outlined at Appendix 1. Minor changes have been made to the criteria for some of the existing categories to account for the new categories. As with the previous categorisation model the predominant factor to guide categorisation is population. Other common features of councils within those categories are also broadly described. These criteria have relevance when population alone does adequately reflect the status of one council compared to others with similar characteristics. In some instances, the additional criteria will be significant enough to warrant the categorisation of a council into a group with a higher population threshold.
31. There is no change to the categorisation of county councils.

Allocation of councils into categories

32. In accordance with section 239 of the LG Act the Tribunal is required to allocate each of the councils into one of the categories. The allocation of councils is outlined in Determination No. 1 of Section 6.
33. Twenty (20) submissions received from councils requested re-categorisation and were considered having regard to the case put forward and the criteria for each category.
34. At the time of making the determination the Tribunal had available to it the 30 June 2019 population data released by the Australian Bureau of Statistics (ABS) on 25 March 2020.

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35. A summary of the Tribunal's findings for each of the applications for re-categorisation is outlined in the following paragraphs.

Metropolitan Large Councils

36. Canterbury-Bankstown, Penrith and Blacktown have requested the creation of new categories into which they be re-categorised. Canterbury-Bankstown has requested a new category named 'Metropolitan Major'. Penrith and Blacktown have requested a new category named 'Metropolitan Large – Growth Centre'.
37. The Tribunal considers that Canterbury-Bankstown, Penrith and Blacktown are appropriately categorised as Metropolitan Large.

Metropolitan Medium Councils

38. Inner West has again sought to be re-categorised as Metropolitan Large. The Tribunal outlined in the 2019 determination that Inner West's June 2018 population of 198,024 was below the indicative population of other Metropolitan Large councils, but based on growth predictions it was likely Inner West would meet the minimum population threshold for inclusion in Metropolitan Large in 2020.
39. Inner West's June 2019 population is 200,811 and the council now meets the criteria to be categorised as Metropolitan Large.
40. Ryde has sought to be re-categorised as Metropolitan Large on the basis of the large non-resident working population in the Macquarie Park Business Park (MPBP) precinct, the economic output of the precinct and its array of significant regional services.
41. The Hills has requested the creation of a new category named 'Metropolitan Growth' and that it be categorised into it. Recognition is sought for councils experiencing significant growth. The submission also notes that while Ryde does not meet the residential population criteria for Metropolitan Large it meets the other relevant criteria.
42. As previously discussed, the Tribunal has reviewed the impact of large numbers of non-residents visitors and workers and revised the criteria for Metropolitan Large Councils. Ryde and The Hills have been assessed against the new revised criteria being - *Councils may also be categorised as Metropolitan Large if their residential population combined*

Local Government Remuneration Tribunal

with their non-resident working population exceeds 200,000. To satisfy this criteria the non-resident working population must exceed 50,000.

43. Both Ryde and The Hills have a non-resident working population of more than 50,000 and combined with their resident populations they meet the revised criteria for inclusion in the group of Metropolitan Large councils. Both councils also provide a sphere of economic influence and provide regional services considered akin to those of other metropolitan large councils.

Metropolitan Small Councils

44. Camden, Willoughby and North Sydney have sought to be re-categorised as Metropolitan Medium.
45. The Tribunal outlined in the 2019 determination that Camden's June 2018 population of 94,159 was below the indicative population of other Metropolitan Medium councils, but based on growth predictions it was likely Camden would meet the minimum population threshold for inclusion in Metropolitan Medium in 2020.
46. Camden's June 2019 population is 101,437 and the council now meets the criteria to be categorised as Metropolitan Medium.
47. The Tribunal has previously considered requests from Willoughby and North Sydney Councils to be re-categorised as Metropolitan Medium in 2018 and 2019. Both Councils have populations within the indicative population range for Metropolitan Small councils but well below that of Metropolitan Medium. Both Councils have argued that their scale of operations, degree of regional servicing and high number of non-resident visitors and workers more closely align with the characteristics of Metropolitan Medium Councils.
48. As previously discussed, the Tribunal has reviewed the impact of large numbers of non-resident workers and revised the criteria for Metropolitan Medium Councils. Willoughby and North Sydney have been assessed against the new revised criteria being - *Councils may also be categorised as Metropolitan Medium if their residential population combined with their non-resident working population exceeds 100,000. To satisfy this criteria the non-resident working population must exceed 50,000.*
49. Both Willoughby and North Sydney have a non-resident working population of more than 50,000 and combined with their resident populations they meet the revised criteria for inclusion in the group of Metropolitan Medium councils. Both councils also meet the

Local Government Remuneration Tribunal

other criteria having: a significant regional role as the third and fourth biggest CBDs in Sydney after Sydney City and Parramatta; strategic significance as either transport hubs, business, cultural or employment centres.

50. Both North Sydney and Willoughby meet the criteria for re-categorisation as Metropolitan Medium.

Regional City Councils

51. Newcastle and Wollongong have proposed new categories into which they have sought to be re-categorised. Newcastle has proposed a new category named 'Gateway City' and Wollongong a new category named 'Nationally Significant Regional City'.
52. The Tribunal's revised categorisation model re-named the existing category of Regional City to Major Regional City and found no case to adopt the new categories proposed by Newcastle and Wollongong. The Tribunal considers that both councils are appropriately categorised as Major Regional City.

Regional Strategic Area Councils

53. Central Coast has again sought to be re-categorised as Regional City. The council submits that its characteristics are more like Newcastle and Wollongong (Regional City) and substantially different to Lake Macquarie (Regional Strategic Area).
54. Central Coast does not meet the broader criteria applicable to other councils in the category of Major Regional City - being Newcastle and Wollongong. As previously discussed a new category - Major Strategic Area - has been created to recognise the scale and unique position of Central Coast Council to both the Sydney and Hunter regions.

Local Government Remuneration Tribunal**Regional Rural Councils**

55. Bathurst, Maitland, and Shoalhaven noted that under the Tribunal's proposed allocation of councils they would be allocated to the new Regional Centre category, however the three councils sought to be re-categorised as Regional Strategic Area.
56. Bathurst's June 2019 population of 43,618, Maitland's June 2019 population of 85,166 and Shoalhaven's June 2019 population of 105,648 are below the indicative population of Regional Strategic Area councils. The Tribunal considers that Bathurst, Maitland and Shoalhaven are all appropriately categorised as Regional Centre.
57. Bega, Byron and Eurobodalla have sought to be re-categorised to the new Regional Centre category. Bega's June 2019 population of 34,476, Byron's June 2019 population of 35,081 and Eurobodalla's June 2019 population of 38,473 are significantly below the indicative population of Regional Centre councils. These councils have not demonstrated the additional criteria to warrant inclusion in the Regional Centre group.

Rural Councils

58. Muswellbrook and Federation have again sought to be re-categorised as Regional Rural. Muswellbrook's June 2019 population of 16,377 and Federation's June 2019 population of 12,437 are well below the indicative population of Regional Rural councils. Both councils have not demonstrated the additional criteria to warrant inclusion in the Regional Rural group.

Section 4 Fees

59. In determining the maximum and minimum fees payable in each of the categories, the Tribunal is required, pursuant to section 242A of the LG Act, to give effect to the same policies on increases in remuneration as those that the Industrial Relations Commission is required to give effect to under section 146C of the *Industrial Relations Act 1996* (IR Act), when making or varying awards or orders relating to the conditions of employment of public sector employees.
60. The current policy on wages pursuant to section 146C(1)(a) of the IR Act is articulated in the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2014* (IR Regulation 2014). When the Tribunal undertook the annual review the effect of the IR Regulation 2014

Local Government Remuneration Tribunal

was that public sector wages could not increase by more than 2.5 per cent, and this includes the maximum and minimum fees payable to councillors and mayors and chairpersons and members of county councils.

61. The Tribunal received submissions for consideration during the annual review in late 2019. Those submissions were made prior to the pandemic and overwhelmingly supported a 2.5 per cent increase in the ranges of fees which was consistent with the Government's wages policy at the time. A summary of those submissions is outlined in the paragraphs 62 and 63.
62. The LGNSW submission requested that the Tribunal increase fees by the allowable maximum of 2.5 per cent. The submission also reiterated the long-held view that fees for mayors and councillors are well behind, the current fee structure fails to recognise the work of elected representatives and is inadequate to attract and retain individuals with the necessary skills and experience. Comparative information was again presented in respect to board fees, fees paid to mayors and councillors of councils in Queensland, and salaries for members of Parliament. The LGNSW submission also noted the Tribunal's previous observations that it does not have jurisdiction on the matter of non-payment of superannuation but again invited the Tribunal to make a recommendation to the NSW State Government for councillor remuneration to include a payment for superannuation equivalent to the Superannuation Guarantee.
63. Several submissions sought an increase to the allowable maximum of 2.5 per cent acknowledging the restrictions on the Tribunal from the Government's wages policy. Several submissions sought an increase greater than 2.5 per cent by requesting that fees be aligned to councillor fees in Victoria and Queensland or to NSW members of Parliament.
64. Since receiving and considering those submissions there have been a number of factors which have influenced the Tribunal's views in regard to the annual increase. These include the impact of the bushfires and the current COVID-19 pandemic on the state and federal economies and the wellbeing of our communities.
65. To ensure the Tribunal had sufficient time to consider the COVID-19 pandemic the Minister for Local Government, the Hon Shelley Hancock MP, made the *Local Government*

Local Government Remuneration Tribunal

(General) Amendment (COVID-19) Regulation 2020 which extends the time for the making of this determination to no later than 1 July 2020.

66. On 29 May 2020 the Premier, the Hon Gladys Berejiklian MP, made the *Industrial Relations (Public Sector Conditions of Employment) Amendment (Temporary Wages Policy) Regulation 2020*. That regulation amended the IR Regulation 2014 to implement a temporary wages policy, being a 12-month pause on wage increases for public sector employees covered by the IR Act.
67. On 2 June 2020 the amending regulation was disallowed by the Legislative Council. The effect of that disallowance is that the Government's wages policy which provides for increases of up to 2.5 per cent continues to apply.
68. While the Tribunal is required to give effect to the Government's wages policy in the making of this determination, it is open to the Tribunal to determine an increase of up to 2.5 per cent or no increase at all. Given the current economic and social circumstances, the Tribunal has determined that there be no increase in the minimum and maximum fees applicable to each existing category.
69. The minimum and maximum fees for the two new categories of Major Strategic Area and Regional Centre have been set having regard to relevant relativities. The new category of Major Strategic Area has equivalent annual fees to Major Regional City. The new category of Regional Centre has annual fees between those applicable to Regional Strategic Area and Regional Rural. In accordance with the LG Act councils can be placed in a new category with a higher range of fees without breaching the Government's wages policy.

Section 5 Other matters

70. The Tribunal addressed the matter of non-payment of superannuation in the 2019 Determination:

"40. The submission from LGNSW and several councils have again raised the matter of the non-payment of superannuation. The Tribunal addressed this matter in the 2018 determination as outline below and will make no further comment:

Local Government Remuneration Tribunal

“54. The matter of the non-payment of superannuation has been previously raised in submissions to the Tribunal and is not a matter for the Tribunal to determine. Section 251 of the LG Act confirms that councillors are not employees of the council and the fee paid does not constitute a salary under the Act. The Tribunal notes that the Australian Tax Office has made a definitive ruling (ATO ID 2007/205) that allows councillors to redirect their annual fees into superannuation on a pre-tax basis and is a matter for councils (Ref: Councillor Handbook, Oct 2017, Office of Local Government p.69).”

71. By way of clarification, the amount redirected under this ruling is funded from the annual fees as determined by Tribunal – it is not an additional amount funded by the council.
72. The Tribunal notes that the Hon Shelly Hancock MP, Minister for Local Government released the *Councillor superannuation discussion paper* in March 2020, to seek the views of councils and their communities on whether councillors should receive superannuation payments. The deadline for submissions was Friday 8 May 2020.

Conclusion

73. The Tribunal’s determinations have been made with the assistance of the two Assessors - Mr Brian Bell and Mr Tim Hurst. The allocation of councils into each of the categories, pursuant to section 239 of the LG Act, is outlined in Determination No. 1. The maximum and minimum fees paid to councillors and mayors and members and chairpersons of county councils, pursuant to section 241 of the LG Act, are outlined in Determination No. 2.

The Local Government Remuneration Tribunal

Signed

Dr Robert Lang

Dated: 10 June 2020

Local Government Remuneration Tribunal

Section 6 Determinations

Determination No. 1- Determination Pursuant to Section 239 of Categories of Councils and County Councils Effective From 1 July 2020

Table 1: General Purpose Councils - Metropolitan

Principal CBD (1)	Major CBD (1)
Sydney	Parramatta
Metropolitan Large (11)	Metropolitan Medium (9)
Blacktown	Bayside
Canterbury-Bankstown	Campbelltown
Cumberland	Camden
Fairfield	Georges River
Inner West	Hornsby
Liverpool	Ku-ring-gai
Northern Beaches	North Sydney
Penrith	Randwick
Ryde	Willoughby
Sutherland	
The Hills	
Metropolitan Small (8)	
Burwood	
Canada Bay	
Hunters Hill	
Lane Cove	
Mosman	
Strathfield	
Waverley	
Woollahra	

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Table 2: General Purpose Councils – Non-Metropolitan

Major Regional City (2)	Major Strategic Area (1)	Regional Strategic Area (1)
Newcastle	Central Coast	Lake Macquarie
Wollongong		

Regional Centre (24)		Regional Rural (13)	
Albury	Mid-Coast	Bega	
Armidale	Orange	Broken Hill	
Ballina	Port Macquarie-Hastings	Byron	
Bathurst	Port Stephens	Eurobodalla	
Blue Mountains	Queanbeyan-Palerang	Goulburn Mulwaree	
Cessnock	Shellharbour	Griffith	
Clarence Valley	Shoalhaven	Kempsey	
Coffs Harbour	Tamworth	Kiama	
Dubbo	Tweed	Lithgow	
Hawkesbury	Wagga Wagga	Mid-Western	
Lismore	Wingecarribee	Richmond Valley Council	
Maitland	Wollondilly	Singleton	
		Snowy Monaro	

Rural (57)			
Balranald	Cootamundra-Gundagai	Junee	Oberon
Bellingen	Cowra	Kyogle	Parkes
Berrigan	Dungog	Lachlan	Snowy Valleys
Bland	Edward River	Leeton	Temora
Blayney	Federation	Liverpool Plains	Tenterfield
Bogan	Forbes	Lockhart	Upper Hunter
Bourke	Gilgandra	Moree Plains	Upper Lachlan
Brewarrina	Glen Innes Severn	Murray River	Uralla
Cabonne	Greater Hume	Murrumbidgee	Walcha
Carrathool	Gunnedah	Muswellbrook	Walgett
Central Darling	Gwydir	Nambucca	Warren
Cobar	Hay	Narrabri	Warrumbungle
Coolamon	Hilltops	Narrandera	Weddin
Coonamble	Inverell	Narromine	Wentworth
			Yass

Table 3: County Councils

Water (4)	Other (6)
Central Tablelands	Castlereagh-Macquarie
Goldenfields Water	Central Murray
Riverina Water	Hawkesbury River
Rous	New England Tablelands
	Upper Hunter
	Upper Macquarie

Local Government Remuneration Tribunal

Determination No. 2- Determination Pursuant to Section 241 of Fees for Councillors and Mayors

Pursuant to s.241 of the *Local Government Act 1993*, the annual fees to be paid in each of the categories to Councillors, Mayors, Members and Chairpersons of County Councils effective on and from 1 July 2020 are determined as follows:

Table 4: Fees for General Purpose and County Councils

Category		Councillor/Member Annual Fee		Mayor/Chairperson Additional Fee*	
		Minimum	Maximum	Minimum	Maximum
General Purpose Councils - Metropolitan	Principal CBD	27,640	40,530	169,100	222,510
	Major CBD	18,430	34,140	39,160	110,310
	Metropolitan Large	18,430	30,410	39,160	88,600
	Metropolitan Medium	13,820	25,790	29,360	68,530
	Metropolitan Small	9,190	20,280	19,580	44,230
General Purpose Councils - Non-metropolitan	Major Regional City	18,430	32,040	39,160	99,800
	Major Strategic Area	18,430	32,040	39,160	99,800
	Regional Strategic Area	18,430	30,410	39,160	88,600
	Regional Centre	13,820	24,320	28,750	60,080
	Regional Rural	9,190	20,280	19,580	44,250
	Rural	9,190	12,160	9,780	26,530
County Councils	Water	1,820	10,140	3,920	16,660
	Other	1,820	6,060	3,920	11,060

*This fee must be paid in addition to the fee paid to the Mayor/Chairperson as a Councillor/Member (s.249(2)).

The Local Government Remuneration Tribunal

Signed

Dr Robert Lang

Dated: 10 June 2020

Local Government Remuneration Tribunal

Appendices

Appendix 1 Criteria that apply to categories

Principal CBD

The Council of the City of Sydney (the City of Sydney) is the principal central business district (CBD) in the Sydney Metropolitan area. The City of Sydney is home to Sydney's primary commercial office district with the largest concentration of businesses and retailers in Sydney. The City of Sydney's sphere of economic influence is the greatest of any local government area in Australia.

The CBD is also host to some of the city's most significant transport infrastructure including Central Station, Circular Quay and International Overseas Passenger Terminal. Sydney is recognised globally with its iconic harbour setting and the City of Sydney is host to the city's historical, cultural and ceremonial precincts. The City of Sydney attracts significant visitor numbers and is home to 60 per cent of metropolitan Sydney's hotels.

The role of Lord Mayor of the City of Sydney has significant prominence reflecting the CBD's importance as home to the country's major business centres and public facilities of state and national importance. The Lord Mayor's responsibilities in developing and maintaining relationships with stakeholders, including other councils, state and federal governments, community and business groups, and the media are considered greater than other mayoral roles in NSW.

Major CBD

The Council of the City of Parramatta (City of Parramatta) is the economic capital of Greater Western Sydney and the geographic and demographic centre of Greater Sydney. Parramatta is the second largest economy in NSW (after Sydney CBD) and the sixth largest in Australia.

As a secondary CBD to metropolitan Sydney the Parramatta local government area is a major provider of business and government services with a significant number of organisations relocating their head offices to Parramatta. Public administration and safety have been a growth sector for Parramatta as the State Government has promoted a policy of moving government agencies westward to support economic development beyond the Sydney CBD.

The City of Parramatta provides a broad range of regional services across the Sydney Metropolitan area with a significant transport hub and hospital and educational facilities. The City of Parramatta is home to the Westmead Health and Medical Research precinct which represents the largest concentration of hospital and health services in Australia, servicing Western Sydney and providing other specialised services for the rest of NSW.

The City of Parramatta is also home to a significant number of cultural and sporting facilities (including Sydney Olympic Park) which draw significant domestic and international visitors to the region.

Local Government Remuneration Tribunal**Metropolitan Large**

Councils categorised as Metropolitan Large will typically have a minimum residential population of 200,000.

Councils may also be categorised as Metropolitan Large if their residential population combined with their non-resident working population exceeds 200,000. To satisfy this criteria the non-resident working population must exceed 50,000.

Other features may include:

- total operating revenue exceeding \$200M per annum
- the provision of significant regional services to greater Sydney including, but not limited to, major education, health, retail, sports, other recreation and cultural facilities
- significant industrial, commercial and residential centres and development corridors
- high population growth.

Councils categorised as Metropolitan Large will have a sphere of economic influence and provide regional services considered to be greater than those of other metropolitan councils.

Metropolitan Medium

Councils categorised as Metropolitan Medium will typically have a minimum residential population of 100,000

Councils may also be categorised as Metropolitan Medium if their residential population combined with their non-resident working population exceeds 100,000. To satisfy this criteria the non-resident working population must exceed 50,000

Other features may include:

- total operating revenue exceeding \$100M per annum
- services to greater Sydney including, but not limited to, major education, health, retail, sports, other recreation and cultural facilities
- industrial, commercial and residential centres and development corridors
- high population growth.

The sphere of economic influence, the scale of council operations and the extent of regional servicing would be below that of Metropolitan Large councils.

Metropolitan Small

Councils categorised as Metropolitan Small will typically have a residential population less than 100,000.

Other features which distinguish them from other metropolitan councils include:

- total operating revenue less than \$150M per annum.

While these councils may include some of the facilities and characteristics of both Metropolitan Large and Metropolitan Medium councils the overall sphere of economic influence, the scale of council operations and the extent of regional servicing would be below that of Metropolitan Medium councils.

Local Government Remuneration Tribunal

Major Regional City

Newcastle City Council and Wollongong City Councils are categorised as Major Regional City. These councils:

- are metropolitan in nature with major residential, commercial and industrial areas
- typically host government departments, major tertiary education and health facilities and incorporate high density commercial and residential development
- provide a full range of higher order services and activities along with arts, culture, recreation, sporting and entertainment facilities to service the wider community and broader region
- have significant transport and freight infrastructure servicing international markets, the capital city and regional areas
- have significant natural and man-made assets to support diverse economic activity, trade and future investment
- typically contain ventures which have a broader State and national focus which impact upon the operations of the council.

Major Strategic Area

Councils categorised as Major Strategic Area will have a minimum population of 300,000.

Other features may include:

- health services, tertiary education services and major regional airports which service the surrounding and wider regional community
- a full range of high-order services including business, office and retail uses with arts, culture, recreation and entertainment centres
- total operating revenue exceeding \$250M per annum
- significant visitor numbers to established tourism ventures and major events that attract state and national attention
- a proximity to Sydney which generates economic opportunities.

Currently, only Central Coast Council meets the criteria to be categorised as a Major Strategic Area. Its population, predicted population growth, and scale of the Council's operations warrant that it be differentiated from other non-metropolitan councils. Central Coast Council is also a significant contributor to the regional economy associated with proximity to and connections with Sydney and the Hunter Region.

Regional Strategic Area

Councils categorised as Regional Strategic Area are differentiated from councils in the Regional Centre category on the basis of their significant population and will typically have a residential population above 200,000.

Other features may include:

- health services, tertiary education services and major regional airports which service the surrounding and wider regional community
- a full range of high-order services including business, office and retail uses with arts, culture, recreation and entertainment centres
- total operating revenue exceeding \$250M per annum
- significant visitor numbers to established tourism ventures and major events that attract state and national attention
- a proximity to Sydney which generates economic opportunities.

Currently, only Lake Macquarie Council meets the criteria to be categorised as a Regional Strategic Area. Its population and overall scale of council operations will be greater than Regional Centre councils.

Local Government Remuneration Tribunal

Regional Centre

Councils categorised as Regional Centre will typically have a minimum residential population of 40,000.

Other features may include:

- a large city or town providing a significant proportion of the region's housing and employment
- health services, tertiary education services and major regional airports which service the surrounding and wider regional community
- a full range of high-order services including business, office and retail uses with arts, culture, recreation and entertainment centres
- total operating revenue exceeding \$100M per annum
- the highest rates of population growth in regional NSW
- significant visitor numbers to established tourism ventures and major events that attract state and national attention
- a proximity to Sydney which generates economic opportunities.

Councils in the category of Regional Centre are often considered the geographic centre of the region providing services to their immediate and wider catchment communities.

Regional Rural

Councils categorised as Regional Rural will typically have a minimum residential population of 20,000.

Other features may include:

- a large urban population existing alongside a traditional farming sector, and are surrounded by smaller towns and villages
- health services, tertiary education services and regional airports which service a regional community
- a broad range of industries including agricultural, educational, health, professional, government and retail services
- large visitor numbers to established tourism ventures and events.
- Councils in the category of Regional Rural provide a degree of regional servicing below that of a Regional Centre.

Rural

Councils categorised as Rural will typically have a residential population less than 20,000.

Other features may include:

- one or two significant townships combined with a considerable dispersed population spread over a large area and a long distance from a major regional centre
- a limited range of services, facilities and employment opportunities compared to Regional Rural councils
- local economies based on agricultural/resource industries.

County Councils - Water

County councils that provide water and/or sewerage functions with a joint approach in planning and installing large water reticulation and sewerage systems.

County Councils - Other

County councils that administer, control and eradicate declared noxious weeds as a specified Local Control Authority under the *Biosecurity Act 2015*.

(ITEM 49/20) INVESTMENT REPORT AS AT 30 JUNE 2020

File No: 20/32023

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*.

Operational Plan Objective

2.3.1 Identify and maintain additional revenue sources to ensure financial sustainability.

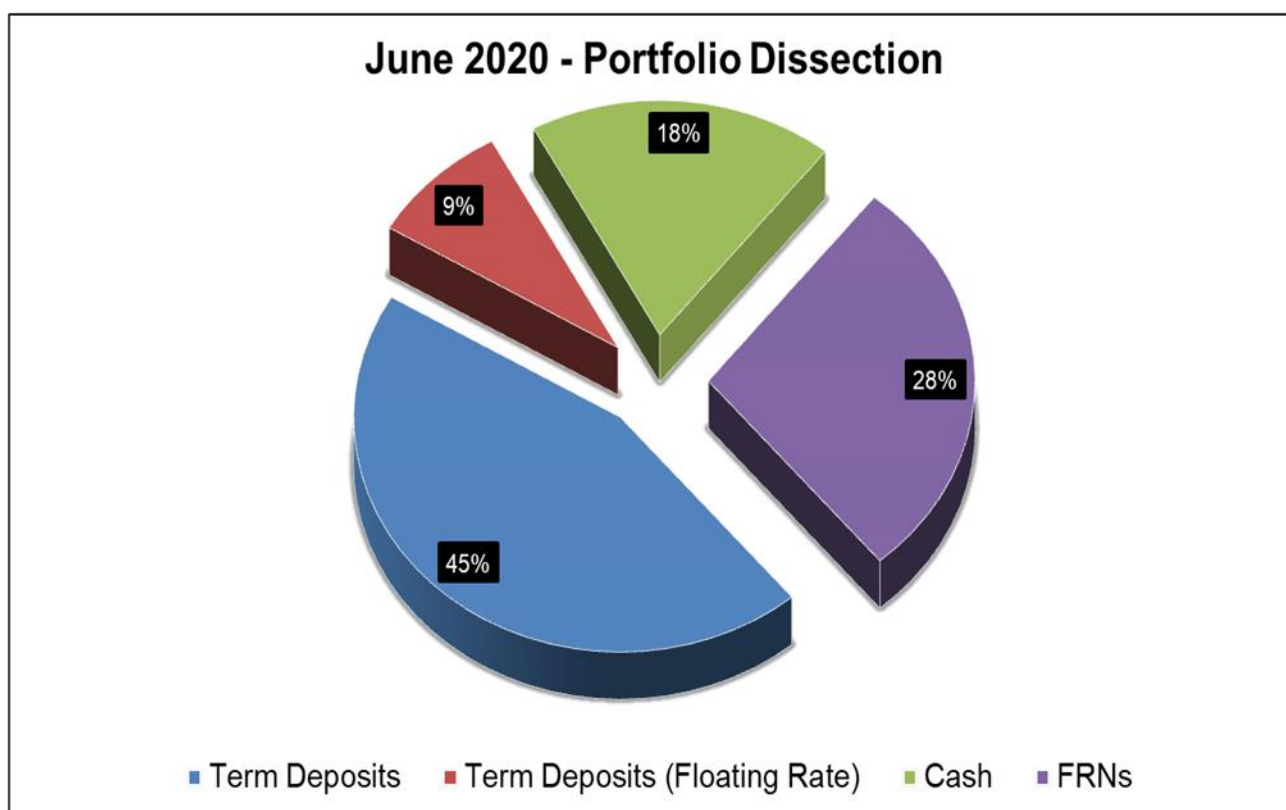
Background

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

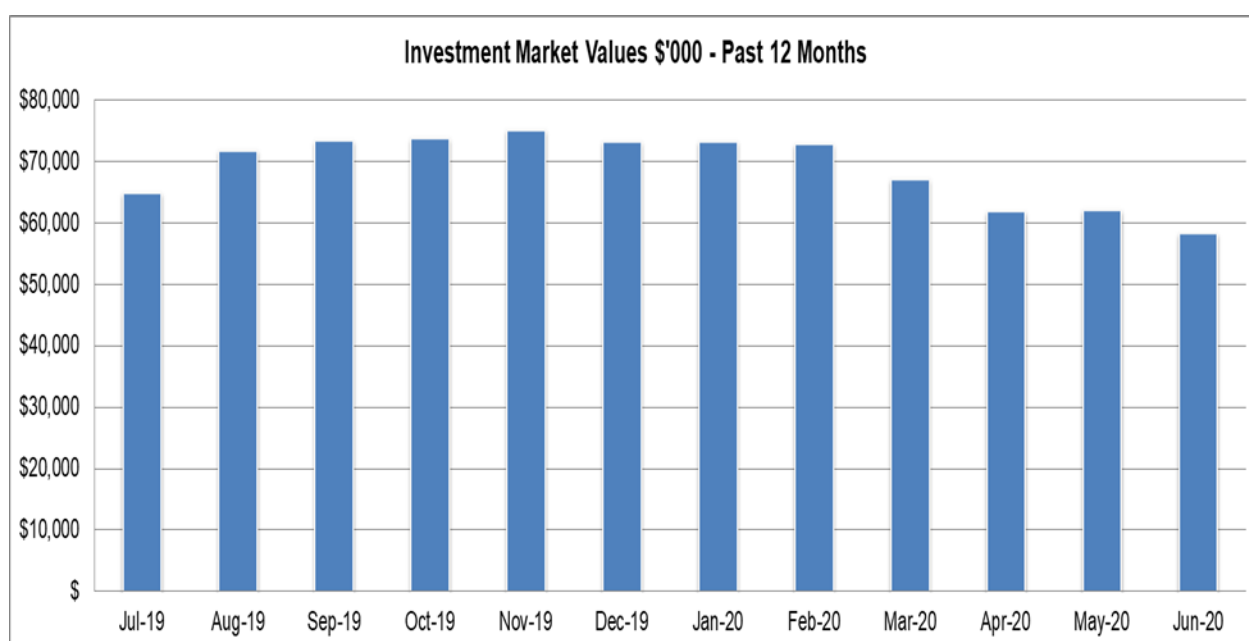
Council has a diversified investment portfolio and has a number of direct investments in term deposits. Its investment portfolio as at 30 June 2020 is:



As at 30 June 2020 Council held the following term deposits:

Purchase Date	Financial Institution	Principal Amount	Interest Rate	Investment Days	Maturity Date
31 Aug 18	National Australia Bank	3,000,000	2.80%	731	31 Aug 20
24 Jul 19	Westpac	3,000,000	1.81%	365	23 Jul 20
16 Aug 19	National Australia Bank	4,000,000	1.60%	364	14 Aug 20
31 Aug 19	Westpac	3,000,000	1.58%	367	31 Aug 20
09 Dec 19	ING Bank	4,000,000	1.58%	275	09 Sep 20
10 Mar 20	National Australia Bank	3,000,000	1.35%	184	10 Sep 20
24 Mar 20	Suncorp-Metway	4,000,000	1.75%	184	24 Sep 20
13 May 20	AMP Bank (Imperium)	2,000,000	1.40%	61	13 Jul 20
Total		26,000,000			

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

At the Reserve Bank of Australia (RBA) meeting on the 7 July 2020, the Board decided to maintain the current policy settings, including the targets for the official interest rate at 0.25%. According to the RBA Governor "...The Board took this decision stating that the global economy is experiencing a severe downturn as countries seek to contain the coronavirus. Leading indicators have generally picked up recently, suggesting the worst of the global economic contraction has now passed. Despite this, the outlook remains uncertain and the recovery is expected to be bumpy and will depend upon containment of the coronavirus. Over the past month, infection rates have declined in many countries, but they are still very high and rising in others.

The Australian economy is going through a very difficult period and is experiencing the biggest contraction since the 1930s. Since March, an unprecedented 800,000 people have lost their jobs, with many others retaining their job only because of government and other support programs.

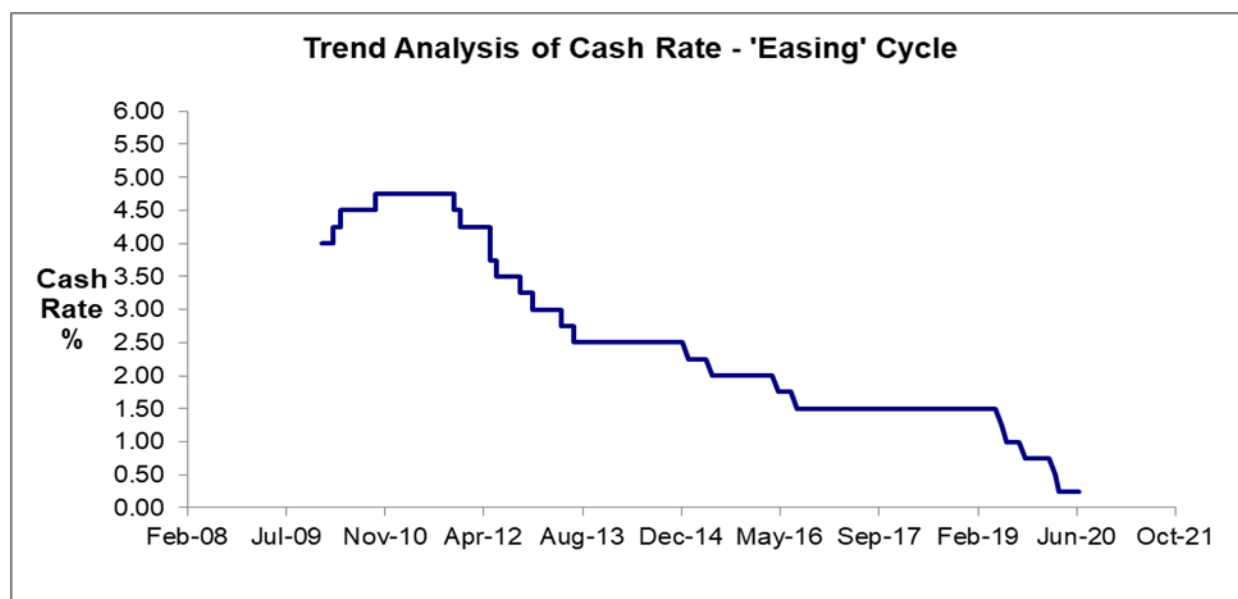
Conditions have, however, stabilised recently and the downturn has been less severe than earlier expected. While total hours worked in Australia continued to decline in May, the decline was considerably smaller than in April and less than previously thought likely. There has also been a pick-up in retail spending in response to the decline in infections and the easing of restrictions in most of the country.

Notwithstanding the signs of a gradual improvement, the nature and speed of the economic recovery remains highly uncertain. Uncertainty about the health situation and the future strength of the economy is making many households and businesses cautious, and this is affecting consumption and investment plans. The pandemic is also prompting many firms to reconsider their business models. As some businesses rehire workers as demand returns, others are restructuring their operations.

The substantial, coordinated and unprecedented easing of fiscal and monetary policy in Australia is helping the economy through this difficult period. It is likely that this fiscal and monetary support will be required for some time.

The Board is committed to do what it can to support jobs, incomes and businesses and to make sure that Australia is well placed for the recovery. Its actions are keeping funding costs low and supporting the supply of credit to households and businesses. This accommodative approach will be maintained as long as it is required. The Board will not increase the cash rate target until progress is being made towards full employment and it is confident that inflation will be sustainably within the 2–3 per cent target band.” Statement by Philip Lowe, Governor: Monetary Policy Decision – 7 July 2020”.

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



Recommendations(s)

1. That the investment report for 30 June 2020 be received and endorsed.
2. That the Certificate of the Responsible Accounting Officer be received and noted.

Attachments

- 1 [Investment Register June 2020](#) 1 Page
- 2 [Investment Types](#) 1 Page

Investment Register June 2020

BURWOOD COUNCIL
INVESTMENT PORTFOLIO
as at 30 June 2020

Investment Adviser	Issuer	ADI or N-ADI	Investment Name	Type	Rating S&P	Invested Amount	Market Value as at 30 April 2020	Market Value as at 31/05/2020	Market Value as at Reporting Date	% of Total Invested
Cash										
Council	Commonwealth Bank	ADI	Operating Account	Cash	AA-	2,035,555	3,265,240	1,643,882	2,035,555	18.53
Council	Commonwealth Bank	ADI	Cash Deposit Account	At Call	AA-	8,691,251	50,286	1,890,231	8,691,251	14.93
Council	Commonwealth Bank	ADI	Online Saver	At Call	AA-	34	34	34	34	0.00
Council	AAP Bank Limited	ADI	AAP Business Saver & Notice Account	At Call / Notice 30 days	A	61,581	61,173	61,336	61,581	0.11
Term Deposits										
Council	AAP Bank (Imperium)	ADI	AAP Bank	Term Deposit	BBB+	-	3,000,000	3,000,000	-	-
Council	National Australia Bank	ADI	National Australia Bank	Term Deposit	AA-	3,000,000	3,000,000	3,000,000	3,000,000	5.15
Council	Westpac	ADI	Westpac	Term Deposit	AA-	3,000,000	3,000,000	3,000,000	3,000,000	5.15
Council	National Australia Bank	ADI	National Australia Bank	Term Deposit	AA-	3,000,000	3,000,000	3,000,000	3,000,000	5.15
Council	Westpac	ADI	Westpac	Term Deposit	AA-	3,000,000	3,000,000	3,000,000	3,000,000	5.15
Council	Suncorp-Metway Limited	ADI	Suncorp-Metway Limited	Term Deposit	A+	-	4,000,000	4,000,000	-	-
Council	Suncorp-Metway Limited	ADI	Suncorp-Metway Limited	Term Deposit	A+	4,000,000	4,000,000	4,000,000	4,000,000	6.87
Council	AAP Bank (Imperium)	ADI	AAP Bank	Term Deposit	BBB+	2,000,000	-	2,000,000	2,000,000	3.44
Council	National Australia Bank	ADI	National Australia Bank	Term Deposit	AA-	4,000,000	4,000,000	4,000,000	4,000,000	6.87
Council	ING Bank	ADI	ING Bank	Term Deposit	A-	-	2,000,000	-	-	-
Council	ING Bank	ADI	ING Bank	Term Deposit	A-	-	4,000,000	4,000,000	-	-
Council	ING Bank	ADI	ING Bank	Term Deposit	A-	4,000,000	4,000,000	4,000,000	4,000,000	6.87
Term Deposits - Fixed & Floating Rates										
Council	Commonwealth Bank	ADI	Commonwealth Bank	Global Fixed Income Deposit 0.5 Yr fixed plus 4.5 Yr (90day BBSW + 0.80 bps)	AA-	2,000,000	2,000,000	2,000,000	2,000,000	3.44
Council	Westpac	ADI	Westpac	Coupon Select Deposit 2 Yr Fixed plus 3 Yr (90day BBSW + 1.05 bps)	AA-	3,000,000	3,000,000	3,000,000	3,000,000	5.15
Floating Rate Notes										
Council	Suncorp-Metway Limited	ADI	Suncorp-Metway Limited	Floating Rate Notes (90 day BBSW mtd +94 bps)	A+	1,500,000	1,505,895	1,508,888	1,511,514	2.60
Council	Bendigo-Adelaide	ADI	Bendigo Bank & Adelaide Bank	Floating Rate Notes (90 day BBSW mtd + 105 bps)	BBB+	1,500,000	1,500,020	1,503,920	1,506,444	2.59
Council	AUZ Group	ADI	AUZ Group	Floating Rate Notes (90 day BBSW mtd + 77 bps)	AA-	2,000,000	2,007,844	2,014,384	2,017,432	3.47
Council	Newcastle Permanent Building Soc	ADI	Newcastle Permanent Building Society	Floating Rate Notes (90 day BBSW +140 bps)	BBB	1,250,000	1,255,078	1,256,890	1,259,395	2.16
Council	Members Equity Bank Pty Ltd	ADI	ME Bank	Floating Rate Notes (90 day BBSW mtd +127 bps)	BBB	2,500,000	2,507,108	2,507,858	2,509,315	4.31
Council	Bank Australia Ltd	ADI	Bank Australia Ltd	Floating Rate Notes (90 day BBSW +130 bps)	BBB	1,500,000	1,507,842	1,507,758	1,507,889	2.59
Council	Commonwealth Bank of Australia	ADI	Commonwealth Bank of Australia	Floating Rate Notes (90 day BBSW +93 bps)	AA-	2,000,000	2,017,364	2,024,024	2,026,852	3.48
Council	Commonwealth Bank of Australia	ADI	Commonwealth Bank of Australia	Floating Rate Notes (90 day BBSW +113 bps)	AA-	4,000,000	4,059,088	4,071,988	4,079,984	7.01
Grand Total						58,038,421	61,737,171	61,992,085	58,207,226	100.00

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 825 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. Ambridge

Wayne Ambridge

Chief Finance Officer

Investment Types

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 – Operating Bank Account AA-
- Commonwealth Bank of Australia – Online Saver AA-
- AMP Business Saver and Notice – At Call/Notice 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 IN24/20) PETITIONS

File No: 20/31815

REPORT BY DEPUTY GENERAL MANAGER, CORPORATE, GOVERNANCE & COMMUNITY

Summary

Petitions received are reported to Council on a monthly basis. Council has received one petition since the June 2020 Council Meeting.

Operational Plan Objective

2.1.1 Provide opportunities for discussions and report decisions back to the community

Background

Date Received	Petition Subject	No. of Households and Businesses within the LGA	No. of Households outside the LGA	Responsible Council Division
18 June 2020	Petition received in objection to development application DA.2018.117 – amended plans for the demolition of the existing structures and the construction of 2 x 2 storey boarding houses containing 26 rooms with basement parking at 11A Ethel Street Burwood.	14	0	Land, Infrastructure and Environment

Comments

That Council notes that the Petitions have been referred to the appropriate Council Officers for attention.

No Decision – Information Item Only**Attachments**

There are no attachments for this report.

(ITEM IN25/20) ANSWERS TO QUESTIONS WITHOUT NOTICE - COUNCIL MEETING OF 23 JUNE 2020

File No: 20/31971

REPORT BY DEPUTY GENERAL MANAGER, CORPORATE, GOVERNANCE & COMMUNITY

Summary

At the Council Meeting of 23 June 2020 the following Questions without Notice (QWN) were submitted by Councillors. Council Officers responded to the QWN and Councillors were notified on 7 July 2020 of the outcome of the QWN.

Operational Plan Objective

2.1.3 Ensure transparency and accountability in decision making.

This is now submitted as part of the Council Agenda for Public Notification:

QUESTIONS WITHOUT NOTICE – COUNCIL MEETING OF 23 JUNE 2020	
Question	Response
<p><u>Councillor Heather Crichton</u></p> <p>Question 1:</p> <p>To improve communication and transparency for our residents and in light of the recent closure of the Inner West Courier, can the General Manager publish as a monthly information item with the council meeting papers a table showing development applications that have been determined by staff under delegation showing the DA number, DA lodgement date, property address, a description of the property, the date determined and the decision?</p>	<p><u>Group Manager Building and Development</u></p> <p>All information relating to a Development Application including the matters raised in the QWN are contained on the DA Tracker that is accessed through Council's web site. The DA Tracker was commenced specifically to provide such information to residents and may be accessed from the following link:</p> <p>http://ecouncil.burwood.nsw.gov.au/Home/Disclaimer</p> <p>The information on the web portal is live and up to date, as such it would be recommended to use it as the most current source of data for our customers. A report presented to Council would probably not be as accurate and would become obsolete within days.</p>
<p><u>Councillor Heather Crichton</u></p> <p>Question 2:</p> <p>Does Enfield Aquatic Centre give consideration to residents who may work during the day when they plan the timetable for aqua aerobics classes? If not, how can we make available a weekly after hours class timeslot for our residents post COVID-19?</p>	<p><u>Group Manager Community, Library and Aquatic Services</u></p> <p>The aqua fitness timetable at Enfield Aquatic Centre (EAC) over the past few years has included class sessions at a variety of times to assist customers who work at different times to attend. These sessions have included weekday mornings, evenings and weekends, with varying degrees of success as measured by attendance levels.</p> <p>A key factor in more recent times has been difficulty in finding suitable instructors to run aqua fitness classes, despite extensive recruitment efforts.</p>

QUESTIONS WITHOUT NOTICE – COUNCIL MEETING OF 23 JUNE 2020

Prior to the Covid-19 closure, the EAC was only able to offer aqua fitness classes weekly on a Wednesday evening at 6:30pm with an average of nine participants per class. Just to note, in order to be viable a class requires a consistent attendance of five or more participants and the attendance at classes in the cooler months is generally lower.

When the centre re-opens in the coming weeks it is anticipated that only basic services will be offered and that aqua fitness would be scheduled to resume with an updated timetable in the warmer season, which commences after the October long weekend. We hope to be able to offer at least one class at a suitable time during the weekdays and one on the weekend.

In the meantime, we are proposing to survey our customers about what kind of aquatic activities they would like to attend in the future, including preferred class types and session times.

No Decision – Information Item Only**Attachments**

There are no attachments for this report.