



# **Willoughby City Council**

## **ORDINARY COUNCIL**

### **AGENDA**

**NOTICE IS HEREBY GIVEN** that an  
Ordinary Meeting of the Council  
will be held at Council Chamber  
Level 6, 31 Victor Street, Chatswood

on 27 July 2020  
commencing at 7:00pm

The meeting will be webcast live, but is closed to the public due to public health order to limit risk of COVID-19 virus

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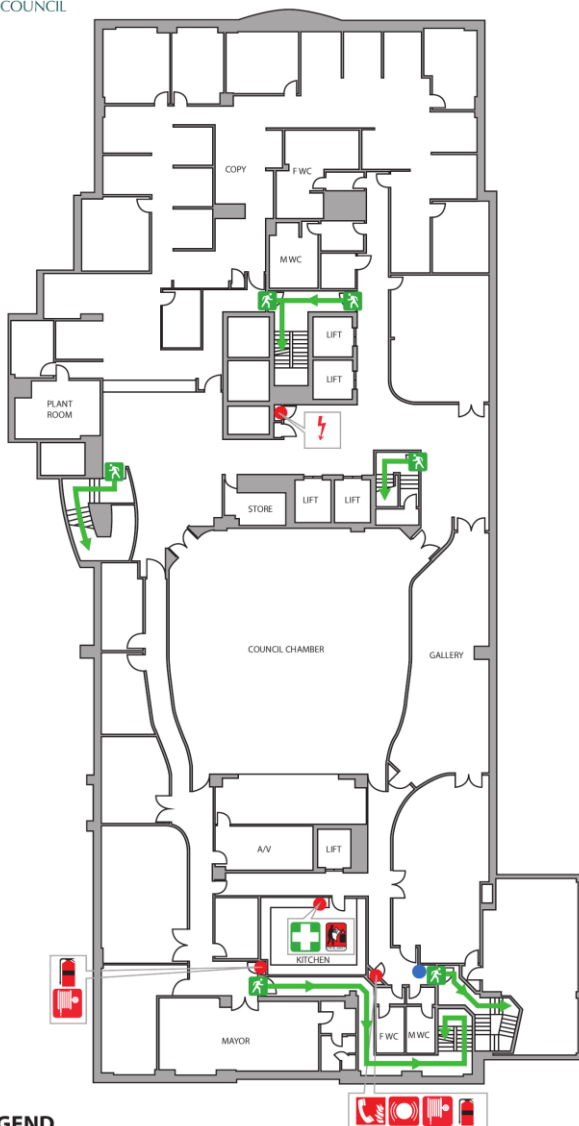
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# WILLOUGHBY CITY COUNCIL

## Level 6 Floor Plan



### EVACUATION DIAGRAM | COUNCIL CHAMBERS



**Dial 000 for all emergency services**  
**000 EMERGENCY**  
 Address: 31 Victor St, Chatswood  
 Nearest Cross: Albert Ave

**IN THE EVENT OF AN EMERGENCY**

**R**emove any person from danger  
**A**lert staff and others  
**C**onfine smoke/fire and close doors  
**E**xtinguish fire, if safe to do so -  
 If not, assist others and move to the Emergency Assembly Area.

**EVACUATION PROCEDURES**

**ALERT** BEEEP..BEEEP..BEEEP.  
 If you hear this sound you must be prepared to evacuate. Listen carefully to any instructions provided by Wardens and Staff.

**EVACUATE** WOOP..WOOP..WOOP.  
 When you hear this sound you **MUST** evacuate using the nearest Fire Exit. Do not run and do not use any Lifts. If you need assistance to evacuate advise the nearest Staff member.

Listen carefully to any instructions provided by Wardens and Staff.

This diagram identifies the nearest Exit and the alternate Fire Exit as well. You must proceed to the Emergency Assembly Area and wait for further instruction.

**DO NOT PANIC**

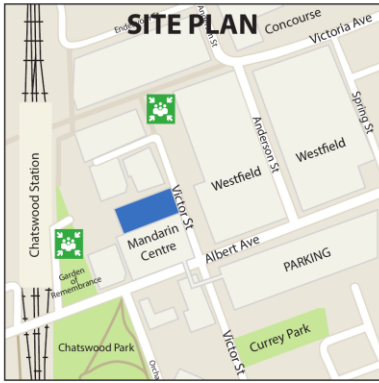
**LEGEND**

	FIRE EXIT		EMERGENCY ASSEMBLY POINT
	STAIRS		EMERGENCY EXIT ROUTE
	YOU ARE HERE		FIRST AID KIT
	ELECTRICAL DISTRIBUTION BOARD		FIRE BLANKET
	FIRE HYDRANT		FIRE INDICATOR PANEL
	FIRE HOSE REEL		BREAK GLASS ALARM
	WARDEN INTERCOM POINT		CO2 FIRE EXTINGUISHER

**LEVEL 6**

**Assembly Area 1:**  
 Chatswood Mall, near Victor Street

**Assembly Area 2:**  
 Garden of Remembrance



www.beawarenolutions.com.au  
 Ph 1300 71 81 31  
 Date of Issue: 12-2014  
 Date of Review: 12-2017  
 NOT DRAWN TO SCALE



# COUNCIL CHAMBERS

GOVERNANCE MEETING ADMINISTRATION OFFICER	<b>Governance Team Leader</b>	GOVERNANCE, RISK & CORPORATE PLANNING MANAGER	MAYOR	CHIEF EXECUTIVE OFFICER
P Sheldrake	<b>S Williams</b>	S Charlton	Clr G Giles-Gidney	D Just

Clr S Coppock

Clr C Tuon

Clr N Wright

Clr D Fernandez

Clr B Zhu

Clr H Eriksson

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Clr Rozos

Clr W Norton

Clr J Rutherford

Clr T Mustaca

Clr L Saville

Clr C Campbell  
Deputy Mayor

Council  
Staff



## Council Chamber Protocol

Ordinary Council Meetings are held on the second Monday of the month.

All meetings are open to the public except for items that, in the Council's opinion, are confidential, in accordance with Section 10A of the *Local Government Act 1993*.

- The Council meeting is in progress once the Mayor declares the meeting open and until the Mayor declares the meeting closed. Members of the public are asked to remain silent when the Council meeting is in progress.
- Members of the public can request that an item be discussed early in the meeting by approaching a Council Officer or Councillor prior to the meeting commencing. The decision to bring forward an item rests with the Mayor. Members of the public are not permitted to approach Councillors while the Council meeting is in progress. Having a matter brought forward in the Council meeting does not give a person the right to address Council on that matter.
- You may address Council at a Council meeting in one of two ways:
  - **Open Forum** – allows people to address Council for up to three (3) minutes on any topic relating to Council's activities or Willoughby generally. Members of the public cannot use the Open Forum to speak about an item on the agenda. Requests to speak at Open Forum can be made by completing the on-line form on Council's website before noon on the day of the meeting.
  - **Public Forum** – allows people to address Council for up to three (3) minutes in relation to a specific matter on the agenda. People wishing to address must complete the on-line form on Council's website before noon on the day of the meeting. The decision as to whether or not the person will be heard rests with the Council.
- You are able to distribute additional papers to Councillors prior to a Council meeting via the on-line Request to Address Council Meetings form or via email, post or delivered to Council chambers by noon on the day of the meeting. No additional papers can be distributed to Councillors after 5:00pm on the evening of the Council meeting except in exceptional circumstances agreed by the Chief Executive Officer and the Mayor.
- Please ensure that all mobile phones are turned **off** whilst you are in the Council Chamber. Note that mobile phones or any other recording device are not to be used to record any part of the Council Meeting.
- **Guidelines for Speakers** – When addressing the Council, please remember to be courteous. Comments made by participants in any Council meeting, which are derogatory or damaging to any person's character or reputation, including any Councillor, employee of the Council, or member of the public, may be defamatory and may subject the participant to an action for defamation. Comments made during the course of a Council meeting are not protected by the defence of absolute privilege under the *Defamation Act 2005*, and may not attract any other defences available under that Act or the common law. Every Council meeting is recorded and applications to access such recordings can be made under the *Government Information (Public Access) Act 2009 (GIPA Act)*.
- **Webcasting** – The proceedings of all Council meetings in open session, including all debate and addresses by the public, are recorded and webcast live on Council's website for the purpose of facilitating community access. Webcast archives are stored and available to the public on Council's website for two years, after which time the recordings may be disclosed under the provision of the *GIPA Act*.

Members of the public attending a Council meeting may have their image, voice and personal information (including name and address) recorded, publicly broadcast and archived for two years. By attending a Council meeting, whether by addressing the Council or as an observer or other interested party, members of the public consent to this use of their image, voice and personal information.

**1 OPEN MEETING — ACKNOWLEDGEMENT OF COUNTRY**

**2 DISCLOSURES OF INTERESTS**

**3 CONFIRMATION OF MINUTES**

*That the Minutes of the Ordinary meeting of Council held 9 June 2020, copies of which have been circulated to each member of Council, be confirmed.*

**4 APOLOGIES AND APPLICATIONS FOR A LEAVE OF ABSENCE  
BY COUNCILLORS**

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## 5 PETITIONS

### 5.1 PETITION - FREEMAN ROAD/PACIFIC HIGHWAY, CHATSWOOD – 15 MINUTE PARKING SPOTS

<b>RESPONSIBLE OFFICER:</b>	<b>GREG MCDONALD – CUSTOMER &amp; CORPORATE DIRECTOR</b>
<b>AUTHOR:</b>	<b>PATRICIA SHELDRAKE – GOVERNANCE MEETING ADMINISTRATION OFFICER</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>5.1 – BE HONEST, TRANSPARENT AND ACCOUNTABLE IN ALL THAT WE DO</b>
<b>MEETING DATE:</b>	<b>27 JULY 2020</b>

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#### 1. PURPOSE OF REPORT

To consider a petition from Head Petitioner, the owners of Allure Café & Co, containing 67 petitions seeking three parking spots on Freeman Road be allocated a 15-minute parking time from 6:30am to 6:30pm Monday to Friday.

#### 2. OFFICER'S RECOMMENDATION

**That Council receive and note the petition seeking that the three parking spots on Freeman Road be amended to 15-minute parking time from 6:30am to 6:30pm Monday to Friday and refer it to the Planning & Infrastructure Director for consideration.**

#### 3. BACKGROUND

The petition is submitted on the basis that it will allow residents to have quick parking and customers to have better access to cafes and restaurants on the corner of Freeman Road and Pacific Highway.

#### 4. DISCUSSION

A copy of the petition has been distributed to Councillors electronically and via Council's portal. Members of the public may inspect a copy of the petition at Council offices.

#### 5. CONCLUSION

The petition is presented for consideration by Council.

**6 OPEN FORUM — MATTERS NOT ON THE AGENDA**

Open Forum allows members of the public to address Council for a maximum of three (3) minutes on any issues (but not on an item on the Agenda).

**7 MAYORAL MINUTE****8 CHIEF EXECUTIVE OFFICER'S LATE REPORT****9 MATTERS FOR DEFERRAL AND PROCEDURAL PRIORITY****10 MATTERS REQUIRING ELABORATION OR DEBATE**

At this stage the Mayor will invite Councillors to nominate the items they wish Council to consider separately and these matters will then be dealt with in the order so nominated.

**11 PUBLIC FORUM — MATTERS ON THE AGENDA**

Public Forum allows members of the public to address Council for a maximum of three (3) minutes on an issue on the Agenda.

## 12 REPORTS OF COMMITTEES

### 12.1 MINUTES - LOCAL TRAFFIC COMMITTEE MEETING HELD ON 17 JUNE 2020

<b>ATTACHMENTS:</b>	<b>1. IMPLICATIONS 2. TRAFFIC COMMITTEE MINUTES OF 17 JUNE 2020</b>
<b>RESPONSIBLE OFFICER:</b>	<b>CHRIS BINNS – ACTING PLANNING &amp; INFRASTRUCTURE DIRECTOR</b>
<b>AUTHOR:</b>	<b>GORDON FARRELLY –TRAFFIC AND TRANSPORT TEAM LEADER</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>2.1 – ENHANCE TRANSPORT CHOICES AND CONNECTIONS THROUGHOUT THE CITY 2.4 – REDUCE PARKING AND TRAFFIC CONGESTION 3.1 – FOSTER FEELINGS OF SAFETY, SECURITY AND CLEANLINESS</b>
<b>MEETING DATE:</b>	<b>27 JULY 2020</b>

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#### 1. PURPOSE OF REPORT

To report the minutes of the Traffic Committee meeting held on 17 June 2020.

#### 2. OFFICER'S RECOMMENDATION

**That Council receive and adopt the recommendations of the Traffic Committee meeting held on 17 June 2020.**

#### 3. BACKGROUND

The Local Traffic Committee (LTC) is a technical committee of Transport for New South Wales (TfNSW), comprising NSW Police, TfNSW, Council and the local State Members of Lane Cove and Willoughby as voting representatives. Council may exercise its traffic control and management functions only after consideration by the Local Traffic Committee.

The LTC met on 17 June 2020 and considered three formal items, no late items, one informal item and no general business matters.

The voting members of the Local Traffic Committee have reviewed and accepted the minutes (**Attachment 2**).

#### 4. DISCUSSION

The attention of Councillors is drawn to the following matters which were discussed:

**Item 5.1 - Harden Avenue, Northbridge between Sailors Bay Road and Garrick Lane - Disabled and Timed Parking Restrictions**

The Local Traffic Committee approved the implementation of a new disabled parking space and timed parking restrictions in Harden Avenue. The changes are in response to a submission to Councillor Eriksson from the Northbridge Progress Association. The change will result in the relocation of an existing disabled parking space on the eastern side of Harden Avenue to a new location on the western side of Harden Avenue. The new location was identified in consultation with the Council's Access Committee.

## **5. CONCLUSION**

The recommendations do not commit Council to any additional resources. It is recommended that Council adopt the recommendations of the Local Traffic Committee.

## ATTACHMENT 1

<b>IMPLICATIONS</b>	<b>COMMENT</b>
<b>City Strategy Outcome</b>	2.1 – Enhance transport choices and connections throughout the City 2.4 – Reduce parking and traffic congestion 3.1 – Foster feelings of safety, security and cleanliness
<b>Business Plan Objectives, Outcomes/ Services</b>	To ensure proper traffic management and a transparent process for decision making regarding traffic matters.
<b>Policy</b>	The Local Traffic Committee is a technical committee of the Transport for New South Wales. Council has been delegated certain powers with regard to traffic matters on Regional and Local roads. A condition of this delegation is that Council must take into account the Local Traffic Committee recommendations.
<b>Consultation</b>	Community consultation is undertaken for planning and development of formal items considered by the Local Traffic Committee and recommended to Council for approval.
<b>Resource</b>	Works are undertaken within the existing resource allocation. The recommendations do not commit Council to any additional resources.
<b>Risk</b>	Identified risks are addressed within individual reports in the minutes.
<b>Legal</b>	Not applicable.
<b>Legislation</b>	All recommendations comply with relevant legislation and Transport for New South Wales Policies and Guidelines.



Willoughby City Council

**MINUTES**

**TRAFFIC COMMITTEE MEETING  
NO. 3/2020**

**17 June 2020**



## WILLOUGHBY CITY COUNCIL TRAFFIC COMMITTEE

The following information is provided so that you may be aware of the structure and operation of the Willoughby City Traffic Committee.

The Willoughby Traffic Committee is not a Committee of Willoughby City Council but a Technical Committee of the Roads and Maritime Services.

Council has been delegated certain powers, from the Roads and Maritime Services, with regard to traffic matters upon its local roads. A condition of this delegation is that Council must take into account the Traffic Committee recommendations.

There are four permanent members of the Traffic Committee, *each of whom has a single vote only.*

- The members are the **NSW Police Service, the Roads and Maritime Services, the Local State Member of Parliament (for the location of the issue to be voted upon), and Willoughby City Council.**
- Willoughby City Council operates its Traffic Committee such that the single Council vote, upon any issue is held by the Chair of the Meeting.
- Generally the Traffic Committee meetings are chaired by a staff member of Council's Transport Management Group.
- Willoughby City Council allows the public to attend and speak at its Traffic Committee on issues of concern for a maximum of five minutes.
- If either the Police or RMS representative on the Traffic Committee disagrees with any Traffic Committee recommendation, or Council resolution on any Traffic Committee recommendation, that member may lodge an appeal with the Sydney Regional Traffic Committee for determination. The appeal must be lodged in writing within 14 days of Council's resolution.
- Any action relative to any issue under appeal must cease until the matter is determined.
- The Sydney Regional Traffic Committee is chaired by an independent chairperson and submissions and representations are welcomed from all interested parties.

**TRAFFIC COMMITTEE MEETING**

**17 JUNE 2020**

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**TRAFFIC COMMITTEE MEETING****17 JUNE 2020****1 PRESENT****Voting members present:**

Mr Zakaria Ahmad	Transport for New South Wales
Sgt Ryan Edwards	NSW Police
Mr Gordon Farrelly	Willoughby City Council
Mr Ken Rutherford	Local State MP for Willoughby Representative
Ms Zorica Kaye-Smith	Local State MP for Lane Cove Representative

**Other representatives:**

Mr Egwin Herbert	Sydney Buses
Mr Daniel Sui	Willoughby City Council
Mr Hassan Yousaf	Willoughby City Council
Mr Richard Goulston	Willoughby City Council

**Councillors present:**

Nil

**Members of the public:**

Mr Charles Gowing	Willoughby Federation of Progress Associations
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**2 APOLOGIES**

Nil

**Operations of the Local Traffic Committee during the Coronavirus period**

As COVID-19 Coronavirus is still an issue of community concern the approach used for this meeting involved a request to the voting members and other representatives to complete and return a Feedback Form on the items in the agenda. The feedback received revealed that all items were approved by all members. The comments received were considered and, where appropriate, information incorporated into the Minutes.

As a result no formal meeting was held on 17 June 2020.

**3 DISCLOSURES OF INTERESTS**

Refer: Willoughby City Council Code of Conduct 2019

12-2020

All participants agreed to comply with the Willoughby Council Code of Conduct.

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**TRAFFIC COMMITTEE MEETING****17 JUNE 2020****TRAFFIC COMMITTEE RECOMMENDATION**

That Council note the attendees and adopt the advice from the Local Traffic Committee.

**4 MATTERS ARISING FROM THE MINUTES OR FROM COUNCIL RESOLUTION**

*That the Minutes of the Ordinary Meeting of the Local Traffic Committee held 22 April 2020, copies of which have been circulated to each member of the Local Traffic Committee, be confirmed.*

**4.1 COUNCIL ADOPTION OF THE LOCAL TRAFFIC COMMITTEE MINUTES**

That the Resolution of the Ordinary Meeting of Council held 9 June 2020 provided below, be noted.

**TRAFFIC COMMITTEE RECOMMENDATION**

That Council note that the Local Traffic Committee:

- Adopts the minutes of the meeting on 22 April 2020 as a true and accurate record.
- Notes the resolution of the Ordinary Meeting of Council held 9 June 2020.

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**TRAFFIC COMMITTEE MEETING**

17 JUNE 2020

**MINUTES - LOCAL TRAFFIC COMMITTEE MEETING HELD 22 APRIL 2020**

<b>ATTACHMENTS:</b>	1. IMPLICATIONS 2. TRAFFIC COMMITTEE MINUTES OF 22 APRIL 2020
<b>RESPONSIBLE OFFICER:</b>	CHRIS BINNS - PLANNING & INFRASTRUCTURE DIRECTOR (ACTING)
<b>AUTHOR:</b>	GORDON FARRELLY – SENIOR TRAFFIC ENGINEER
<b>CITY STRATEGY OUTCOME:</b>	2.1 – ENHANCE TRANSPORT CHOICES AND CONNECTIONS THROUGHOUT THE CITY 2.4 – REDUCE PARKING AND TRAFFIC CONGESTION 3.1 – FOSTER FEELINGS OF SAFETY, SECURITY AND CLEANLINESS
<b>MEETING DATE:</b>	9 JUNE 2020

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**PURPOSE OF REPORT**

To advise Council of the outcome of the latest Traffic Committee Meeting held on 22 April 2020.

**MOTION**

That Council receive and adopt the recommendations of the Local Traffic Committee meeting of 22 April 2020.

**MOVED COUNCILLOR SAVILLE**

**SECONDED COUNCILLOR MUSTACA**

**CARRIED**

The motion on being put to the meeting was **CARRIED** to become the resolution of Council.

**Voting**

**For the Motion:** Councillors Giles-Gidney, Campbell, Eriksson, Fernandez, Mustaca, Norton, Rozos, Rutherford, Saville, Tuon and Zhu.

**Against:** Nil

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## TRAFFIC COMMITTEE MEETING

17 JUNE 2020

**5 FORMAL ITEMS FOR CONSIDERATION****5.1 HARDEN AVENUE, NORTHBRIDGE BETWEEN SAILORS BAY ROAD AND GARRICK LANE - DISABLED AND TIMED PARKING RESTRICTIONS**

**ATTACHMENTS:** 1. DISABLED PARKING SPACE DESIGN PLAN  
2. TIMED PARKING RESTRICTIONS DESIGN PLAN

**WARD:** SAILORS BAY WARD

**RESPONSIBLE OFFICER:** GORDON FARRELLY - TRAFFIC & TRANSPORT TEAM LEADER

**AUTHOR:** HASSAN YOUSAF - TRAFFIC ENGINEER

**CITY STRATEGY OUTCOME:** 2.1 – ENHANCE TRANSPORT CHOICES AND CONNECTIONS THROUGHOUT THE CITY  
3.1 – FOSTER FEELINGS OF SAFETY, SECURITY AND CLEANLINESS

**MEETING DATE:** 17 JUNE 2020

**1. PURPOSE OF REPORT**

To approve the installation of a single full time disabled parking space and timed parking restrictions in Harden Avenue between Sailors Bay Road and Garrick Lane/ Timms Lane, Northbridge.

**2. LOCAL TRAFFIC COMMITTEE RECOMMENDATION**

That Council approve the installation of a new disabled parking space and timed parking restrictions in Harden Avenue as outlined below and in Attachment 1 and 2:

- One full time disabled parking space in Harden Avenue, west side of road, south of Garrick Lane (in front of King Park) to replace an existing 1P 8.30 am – 6 pm Monday to Friday 8.30 am – 4.30 pm Saturday parking restriction.
- ½P 8:30 am - 6:00 pm Monday to Friday 8:30 am-12:30 pm Saturday parking restrictions in Harden Avenue, east side of road, between Sailors Bay Road and Timms Lane to replace existing full time disabled parking restrictions.

**3. LOCAL TRAFFIC COMMITTEE DISCUSSION**

Nil.

**4. LOCAL TRAFFIC COMMITTEE CONCLUSION**

The Committee agreed with the Officer's recommendation.

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## TRAFFIC COMMITTEE MEETING

17 JUNE 2020

**5.2 SAILORS BAY ROAD, NORTHBRIDGE BETWEEN STRATHALLEN AVENUE AND EUROKA STREET - TIMED NO PARKING REGULATORY RESTRICTIONS****ATTACHMENTS: 1. TIMED NO PARKING RESTRICTIONS DESIGN PLAN****WARD: SAILORS BAY WARD****RESPONSIBLE OFFICER: GORDON FARRELLY - TRAFFIC & TRANSPORT TEAM LEADER****AUTHOR: HASSAN YOUSAF - TRAFFIC ENGINEER****CITY STRATEGY OUTCOME: 2.4 – REDUCE PARKING AND TRAFFIC CONGESTION  
3.1 – FOSTER FEELINGS OF SAFETY, SECURITY AND CLEANLINESS****MEETING DATE: 17 JUNE 2020****1. PURPOSE OF REPORT**

To approve the installation of no parking 6:00 am - 9:30 am, Monday to Friday, 9:00 am – 6:00 pm Saturday and Sunday, in Sailors Bay Road, south side of the road, between Strathallen Avenue and Euroka Street, to improve traffic flow in Sailors Bay Road.

**2. LOCAL TRAFFIC COMMITTEE RECOMMENDATION**

That Council approve the implementation of no parking restrictions between 6:00 am - 9:30 am Monday to Friday, 9:00 am – 6:00 pm Saturday and Sunday in Sailors Bay Road, south side of road, between Strathallen Avenue and Euroka Street as shown in Attachment 1.

**3. LOCAL TRAFFIC COMMITTEE DISCUSSION**

It was noted that Council's Rangers and NSW Police will enforce the parking restrictions should trucks be observed to park illegally should the new timed No Parking restrictions be implemented.

The new timed No Parking restrictions will be monitored and, if necessary, reviewed to optimise traffic movement and parking provision along Sailors Bay Road.

**4. LOCAL TRAFFIC COMMITTEE CONCLUSION**

The Committee agreed with the Officer's recommendation.

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**TRAFFIC COMMITTEE MEETING****17 JUNE 2020****5.3 DELEGATED ITEMS REPORT - JUNE 2020**

<b>ATTACHMENTS:</b>	<b>1. DIAGRAMS OF SIGNPOSTING, PAVEMENT MARKING AND LINE MARKING CHANGES</b>
<b>WARD:</b>	<b>ALL WARDS</b>
<b>RESPONSIBLE OFFICER:</b>	<b>GORDON FARRELLY - TRAFFIC &amp; TRANSPORT TEAM LEADER</b>
<b>AUTHOR:</b>	<b>HASSAN YOUSAF - TRAFFIC ENGINEER</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>2.1 – ENHANCE TRANSPORT CHOICES AND CONNECTIONS THROUGHOUT THE CITY 2.4 – REDUCE PARKING AND TRAFFIC CONGESTION 3.1 – FOSTER FEELINGS OF SAFETY, SECURITY AND CLEANLINESS</b>
<b>MEETING DATE:</b>	<b>17 JUNE 2020</b>

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**1. PURPOSE OF REPORT**

To approve the implementation of regulatory signposting and line marking changes at various locations in Willoughby City Council, Local Government Area.

**2. LOCAL TRAFFIC COMMITTEE RECOMMENDATION**

That Council approve the implementation of regulatory signposting and line marking changes at various locations in the Willoughby Local Government Area as outlined in Table 1 and in Attachment 1.

**3. LOCAL TRAFFIC COMMITTEE DISCUSSION**

Nil

**4. LOCAL TRAFFIC COMMITTEE CONCLUSION**

The Committee agreed with the Officer's recommendation.

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**TRAFFIC COMMITTEE MEETING**

17 JUNE 2020

**6 LATE ITEMS**

Nil

**7 INFORMAL ITEMS****7.1 BICYCLE INFRASTRUCTURE DESIGN - SHARED PATH PAVEMENT MARKING GUIDELINE**

<b>ATTACHMENTS:</b>	<b>1. CITY OF SYDNEY SHARED PATHWAYS PAVEMENT MARKINGS GUIDE</b>
<b>WARD:</b>	<b>ALL WARDS</b>
<b>RESPONSIBLE OFFICER:</b>	<b>GORDON FARRELLY - TRAFFIC &amp; TRANSPORT TEAM LEADER</b>
<b>AUTHOR:</b>	<b>GORDON FARRELLY - TRAFFIC &amp; TRANSPORT TEAM LEADER</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>2.1 – ENHANCE TRANSPORT CHOICES AND CONNECTIONS THROUGHOUT THE CITY 3.1 – FOSTER FEELINGS OF SAFETY, SECURITY AND CLEANLINESS</b>
<b>MEETING DATE:</b>	<b>17 JUNE 2020</b>

**1. PURPOSE OF REPORT**

To approve the use of the *City of Sydney Shared Pathways Pavement Markings Guide* for bicycle infrastructure design in shared path improvement projects in the Willoughby Local Government Area.

**2. LOCAL TRAFFIC COMMITTEE RECOMMENDATION**

That Council approve the use of the *City of Sydney Shared Pathways Pavement Markings Guide* for bicycle infrastructure design in shared path improvement projects in the Willoughby Local Government Area.

**3. LOCAL TRAFFIC COMMITTEE DISCUSSION**

The Transport for New South Wales representative advised that the *City of Sydney Shared Pathways Pavement Markings Guide* can provide additional pavement markings to the operation of the shared paths where it is not already covered by The Australian Standards, Austroads Guidelines and Transport for NSW Guidelines.

TfNSW recommends the use of existing bicycle regulatory, guidance and information signage/logo designs, with enhanced size and layout if considered necessary, in Australian Standards, Austroads Guidelines and Transport for NSW Guidelines as the primary, and first choice in, pavement marking and signposting design for bicycle routes in NSW. The *City of*

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**TRAFFIC COMMITTEE MEETING****17 JUNE 2020**

*Sydney Shared Pathways Pavement Markings Guide* and its pavement marking designs is to be considered in circumstances where the abovementioned standards/ Austroads and TfNSW guidelines do not effectively meet the design and operation needs along a bicycle route. This approach would promote consistency across the NSW bike network.

The TfNSW approach is consistent with the design approach to be adopted by Council in that the use of Australian Standards, Austroads Guidelines and Transport for NSW Guidelines will be considered and used first, then, where necessary, the *City of Sydney Shared Pathways Pavement Markings Guide* will be considered and used.

In addition, Council will use discretion in the application of the measures in the *City of Sydney Shared Pathways Pavement Markings Guide* so that the bicycle route design in Willoughby Local Government Area is comprehensive, consistent with pavement marking along bicycle routes in other local government areas in NSW as well as 'fit for purpose'.

**4. LOCAL TRAFFIC COMMITTEE CONCLUSION**

The Committee agreed with the Officer's recommendation.

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**13 DEFERRED MATTERS**

NIL

**14 CORRESPONDENCE**

NIL

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## 15 REPORTS FROM THE OFFICERS

### CUSTOMER & CORPORATE DIRECTORATE

#### 15.1 WILLOUGHBY CITY OPERATIONAL PLAN AND BUDGET 2020-21 AND SCHEDULE OF FEES AND CHARGES 2020-21

<b>ATTACHMENTS:</b>	<b>1. IMPLICATIONS 2. OPERATIONAL PLAN 2020-21 3. SCHEDULE OF FEES AND CHARGES 2020-21 4. SUBMISSIONS ON DRAFT OPERATIONAL PLAN 2020-21 AND DRAFT SCHEDULE OF FEES AND CHARGES 2020-21 (ATTACHMENTS 2, 3 AND 4 TO BE DISTRIBUTED SEPARATELY)</b>
<b>RESPONSIBLE OFFICER:</b>	<b>GREG MCDONALD – CUSTOMER &amp; CORPORATE DIRECTOR</b>
<b>AUTHOR:</b>	<b>STEPHEN NAVEN – CHIEF FINANCIAL OFFICER KATRINA FURJANIC – CORPORATE STRATEGIC PLANNER</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>5.1 – BE HONEST, TRANSPARENT AND ACCOUNTABLE IN ALL THAT WE DO</b>
<b>MEETING DATE:</b>	<b>27 JULY 2020</b>

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#### 1. PURPOSE OF REPORT

To consider submissions received in response to the recent public exhibition and to adopt the draft *Willoughby City Council Operational Plan 2020-21* encompassing the Budget and Revenue Policy and draft *Willoughby City Council Schedule of Fees and Charges 2020-21*.

#### 2. OFFICER'S RECOMMENDATION

That Council:

- 1 Adopt the *Operational Plan 2020-21* and *Schedule of Fees and Charges 2020-21* with amendments as outlined in Section 4 of this report.**
- 2 Resolve to make a Domestic Waste Management Charge of \$530 per annum per service on all properties categorised as Residential for the 2020/21 rating year, pursuant to Sections 496 and 535 of the *Local Government Act 1993*.**
- 3 Resolve to make a Domestic Waste Management Charge for eligible Pensioners and qualifying Self-Funded Retirees of \$400 per annum per service on all properties categorised as Residential for the 2020/21 rating year, pursuant to Sections 496 and 535 of the *Local Government Act 1993*.**
- 4 Resolve to allow the aggregation of the values of certain parcels of land subject to minimum rates in accordance with Section 548A of the *Local Government Act 1993*.**

- 5 Resolve to make the following Stormwater Management Service Charges for the 2020/21 rating year, pursuant to Sections 496A and 535 of the *Local Government Act 1993*.
- \$25.00 per rateable residential property
  - \$12.50 per rateable strata titled property
  - \$25 per 350 square metres for business related properties (minimum charge of \$5.00).
- 6 Resolve to make the following ordinary rates for the 2020/21 rating and financial year where such rates consist of an ad valorem amount and subject to a minimum amount, pursuant to Sections 492-494, 497-498, 533-535, 543 and 548 (inclusive) of the *Local Government Act 1993*:

Ordinary Rate Category Section 493	Ordinary Rate Sub Category Section 529	Ad Valorem Amount (cents in the \$)	Minimum Rate Amount	Yield
Residential	-	.00085185	\$878.80	\$31.11m
Business	-	.00462275	\$1,255.05	\$12.52m
Business	Chatswood Town Centre (CTC)	.00672827	\$1,334.85	\$7.22m
Business	Chatswood Major Retail – Chatswood Chase	.0161685	\$1,118.70	\$0.92m
Business	Chatswood Major Retail Centre – Westfield	.0150422	\$1,118.70	\$1.18m
Business	Strata Storage Facility	.0067015	\$848.50	\$0.09m
<b>Total</b>				<b>\$53.04m</b>

- 7 Resolve to apply land valuations, with a base date 1 July 2019, for rating purposes in the 2020/21 rating and financial year.
- 8 Resolve that the interest rate applicable on overdue rates and charges is 0% per annum for amounts overdue between 1 July 2020 and 31 December 2020, and 7.0% per annum for the period 1 January 2021 to 30 June 2021. These charges for the 2020/21 rating year are pursuant to Section 566 of the *Local Government Act 1993*.
9. Delegate authority to the Chief Executive Officer to make minor and administrative amendments to the *Operation Plan 2020-21 and Schedule of Fees and Charges 2020-21* which do not alter the intent.

10. Endorse the following new or materially changed fees for 28 days of public notice, and consider any submissions made during that period, in accordance with Section 610F of the *Local Government Act 1993*:

Fee Name	Previously Exhibited 2020/21 Fee (incl. GST)	Proposed Fee for Public Exhibition
Out of School Hours Care – Search Fee	\$8.00	\$20.00
Restoration Works – Footpath - Standard paving - PGH Pompeie Header Course with Bitumen infill (per Square Metre)	\$0.00	\$712.00
Restoration Works – Footpath - Traffic Control for Restoration Works (per day) on Main Traffic Routes (e.g. State Roads, Regional roads and Important local roads including signalised intersections)	\$0.00	\$1,237.00
Restoration Works – Footpath – Surcharge for Night Works / Weekends	0	40% of scheduled fee
Restoration Works – Footpath – Concrete / Asphalt Plant Opening Fee for Night Works (for each night of opening)	\$0.00	\$3,140.00
Restoration Works – Footpath Crossings - Traffic Control for Restoration Works (per day) on Main Traffic Routes (e.g. State Roads, Regional roads and Important local roads including signalised intersections)	\$0.00	\$1,237.00
Restoration Works – Footpath Crossings – Surcharge for Night Works / Weekends	0	40% of scheduled fee
Restoration Works – Footpath Crossings – Concrete / Asphalt Plant Opening Fee for Night Works (for each night of opening)	\$0.00	\$3,140.00
Annual Permit Fee - Cat not desexed by 4 months of age	\$0.00	\$80.00
Annual Permit Fee - Dog of restricted breed	\$0.00	\$195.00
Annual Permit Fee - Dog declared dangerous	\$0.00	\$195.00
Late Fees - Where any of the above three permits are not paid within legislated 28 days	\$0.00	\$16.00

### 3. BACKGROUND

In accordance with legislative requirements, Council is required to adopt its Operational Plan (including Budget and Revenue Policy) and to make and fix rates and charges annually.

Councillors were provided briefings on various aspects of the Operational Plan (including the Budget and Revenue Policy) on 2 March 2020, 30 March 2020, 6 April 2020, 4 May 2020 and 18 May 2020. Councillors received a briefing on the final draft Operational Plan 2020-21 for exhibition (including the draft Budget and draft Revenue Policy) and draft Schedule of Fees and Charges 2020-21 on 1 June 2020. A report was then considered at the Council Meeting held on 9 June 2020 and Council resolved to place the draft Plan and Schedule of public exhibition.

Submissions and any proposed changes to the Plan and Schedule were presented to Councillors at a Councillor Briefing on 20 July 2020.

### 4. DISCUSSION

This report presents the draft *Operational Plan 2020-21* and Budget and draft *Schedule of Fees and Charges 2020-21* for adoption following their exhibition.

#### **Consultation and Submissions Received**

The Plan and Schedule were publicly exhibited for 28 days from Thursday 11 June to Thursday 9 July.

The draft *Operational Plan 2020-21* and Budget and draft *Schedule of Fees and Charges 2020-21* were made available online on Council's Have Your Say website ([www.haveyoursaywilloughby.com.au](http://www.haveyoursaywilloughby.com.au)).

Submissions on the draft *Operational Plan 2020-21* and Budget and draft *Schedule of Fees and Charges 2020-21* closed on Thursday 9 July 2020.

26 submissions were received. A summary of submissions and Council response is contained in **Table 1**. Copies of the full submissions have been included in **Attachment 4**.

**TABLE 1 – SUMMARY OF SUBMISSIONS**

<b>Number of Submissions</b>	<b>Submission Summary</b>	<b>Proposed Council Response</b>	<b>Plan/ Fees and Charges Amended</b>
12	Merlon Pathway at Castlecrag. All submissions supporting pathway and recommending low-key Sandstone/Bush approach for less than \$100k.	\$100k for a sandstone solution is considered feasible. No funding currently available. This project can be assessed against all other unfunded projects based on its priority ranking if funds become available.	No
11	Object to increase in charges for car sharing spaces (refer next slide for background)	Charges are for cost recovery or to compensate for lost car parking revenue (equity).	No
1	Council providing services most ratepayers are not using. Proposes that services other than roads, footpaths and waste be financially self sufficient	Fee structure includes full and partial cost recovery. Fee structure also recognises community service obligations and needs of vulnerable communities.	No
1	Limit pollution and upgrade bathroom and shower facilities at Northbridge Baths.	2020/21 Operational Plan includes \$200k for design of amenities. Pollution mitigation is already in place including litter boom and net plus pollution trap at Coorabin Road and Sailors Bay creek.	No
1	Suggests maps should be included to demonstrate distribution of works	Map of major projects is now included in plan.	Yes

**Changes and additions to *Schedule of Fees and Charges 2020-21***

During the period of exhibition of the *Schedule of Fees and Charges 2020-21*, the NSW State Government made pronouncements on new fees and charges. In addition, several new fees and charges were identified as required for infrastructure restoration works, and a change is proposed to a search fee for Outside of School Care.

**Table 2** summarises the newly proposed or materially changed fees. As these fees were not included in the exhibited version of the *Schedule of Fees and Charges 2020-21*, they will need to be separately exhibited for a period of 28 days in accordance with *Section 610F of the Local Government Act NSW 1993*. Council will need to consider submissions arising from that exhibition before the fees can be adopted or imposed.

**TABLE 2 – NEW OR CHANGED FEES THAT REQUIRE SEPARATE EXHIBITION**

<b>Fee Name</b>	<b>Previously Exhibited 2020/21 Fee (incl. GST)</b>	<b>Proposed Fee for Public Exhibition</b>	<b>Rationale</b>
Out of School Hours Care – Search Fee	\$8.00	\$20.00	To partially cover costs of searching for non-reported absences and to create an incentive for parents to notify non-attendance
Restoration Works – Footpath - Standard paving - PGH Pompeie Header Course with Bitumen infill (per Square Metre)	\$0.00	\$712.00	Charges to other authorities to restore Council infrastructure following works.
Restoration Works – Footpath - Traffic Control for Restoration Works (per day) on Main Traffic Routes (e.g. State Roads, Regional roads and Important local roads including signalised intersections)	\$0.00	\$1,237.00	Charges to other authorities to restore Council infrastructure following works.
Restoration Works – Footpath – Surcharge for Night Works / Weekends	0	40% of scheduled fee	Charges to other authorities to restore Council infrastructure following works.
Restoration Works – Footpath – Concrete / Asphalt Plant Opening Fee for Night Works (for each night of opening)	\$0.00	\$3,140.00	Charges to other authorities to restore Council infrastructure following works.
Restoration Works – Footpath Crossings - Traffic Control for Restoration Works (per day) on Main Traffic Routes (e.g. State Roads, Regional roads and Important local roads including signalised intersections)	\$0.00	\$1,237.00	Charges to other authorities to restore Council infrastructure following works.
Restoration Works – Footpath Crossings – Surcharge for Night Works / Weekends	0	40% of scheduled fee	Charges to other authorities to restore Council infrastructure following works.
Restoration Works – Footpath Crossings – Concrete / Asphalt Plant Opening Fee for Night Works (for each night of opening)	\$0.00	\$3,140.00	Charges to other authorities to restore Council infrastructure following works.
Annual Permit Fee - Cat not desexed by 4 months of age	\$0.00	\$80.00	Mandated new State Government fee.
Annual Permit Fee - Dog of restricted breed	\$0.00	\$195.00	Mandated new State Government fee.
Annual Permit Fee - Dog declared dangerous	\$0.00	\$195.00	Mandated new State Government fee.
Late Fees - Where any of the above three permits are not paid within legislated 28 days	\$0.00	\$16.00	Additional fee for new mandated fees.



**Table 3** provides a summary of minor immaterial changes to the exhibited *Schedule of Fees and Charges 2020-21*. These changes are to descriptions only and are not considered significant enough to warrant re-exhibition:

**TABLE 3 – IMMATERIAL CHANGES TO SCHEDULE OF FEES AND CHARGES 2020-21**

Fee Name	2020/21 Fee (Incl. GST)	Change Description	Exhibition version page Reference
Commercial Waste Collection	\$810.00	Fee name changed from "Commercial Trade Waste Collection" to "Commercial Waste Collection".	Page 60
Commercial Recycling Collection	\$810.00	Fee name changed from "Commercial Trade Waste Recycling Collection" to "Commercial Waste Recycling Collection".	Page 60

The *Schedule of Fees and Charges 2020-21* (not including those requiring separate exhibition) forms **Attachment 3** to this report.

**Table 4** provides a summary of other minor changes to the exhibited *Operational Plan 2020-21*. These changes are typographical only and are not considered significant enough to warrant re-exhibition:

**TABLE 4 – OTHER MINOR CHANGES TO OPERATIONAL PLAN 2020-21**

Exhibition Draft – Section and page reference	Description of error	Exhibition Draft presented	Adopted plan will present
Revenue Policy (Page 42)	Zero inadvertently added to yield Calculation on Chatswood Chase	\$0.092m	\$0.92m
Revenue Policy (Page 42)	Typographical error in Business minimum Rate	\$1,225.05	\$1,255.05
Revenue Policy (Page 45)	Fee incorrectly stated in Revenue Policy for commercial waste collection, correctly stated in fees and charges	\$792.00	\$810.00
Revenue Policy (Page 45)	Total yield for commercial waste collection incorrectly stated in Revenue Policy	\$257,000	\$261,000

The *Operational Plan 2020-21* forms **Attachment 2** to this report.

Council is required to adopt the final *Operational Plan 2020-21* and *Schedule of Fees and Charges 2020-21* by 31 July 2020.

## 5. CONCLUSION

It is recommended the *Operational Plan 2020-21* and *Schedule of Fees and Charges 2020-21* be adopted by Council as required by the *Local Government Act 1993*.

## ATTACHMENT 1

<b>IMPLICATIONS</b>	<b>COMMENT</b>
<b>City Strategy Outcome</b>	5.1 – Be honest, transparent and accountable in all that we do
<b>Business Plan Objectives, Outcomes / Services</b>	This report is part of the <i>Integrated Planning and Reporting Framework</i> as described in the Integrated Planning and Reporting Guidelines for local government and complies with the requirements of the <i>Local Government Act 1993</i> .
<b>Policy</b>	Not applicable
<b>Consultation</b>	Community consultation, 11 June to 9 July 2020 Report to Council, 9 June 2020 Councillor Briefing, 2 March 2020, 30 March 2020, 6 April 2020, 4 May 2020, 18 May 2020, 1 June 2020 and 20 July 2020.
<b>Resource</b>	Within existing budgets and operational resources.
<b>Risk</b>	Not meeting legislative requirements
<b>Legal</b>	Not applicable
<b>Legislation</b>	Section 405 of the <i>Local Government Act 1993</i> – Council must have an annual Operational Plan, adopted before the beginning of each financial year, outlining the activities to be undertaken in that year, as part of the Delivery Program. Section 535 of the <i>Local Government Act 1993</i> – a rate of charge must be made by a resolution of council.
<b>Budget/Financial</b>	This report presents the Budget 2020-21 for adoption.

## 15.2 LEGAL SERVICES REPORT JULY 2020

<b>ATTACHMENTS:</b>	<b>1. IMPLICATIONS 2. LEGAL SERVICES REPORT</b>
<b>RESPONSIBLE OFFICER:</b>	<b>GREG MCDONALD – CUSTOMER &amp; CORPORATE DIRECTOR</b>
<b>AUTHOR:</b>	<b>SAMANTHA CHARLTON – GOVERNANCE, RISK &amp; CORPORATE PLANNING MANAGER</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>5.1 – BE HONEST, TRANSPARENT AND ACCOUNTABLE IN ALL THAT WE DO</b>
<b>MEETING DATE:</b>	<b>27 JULY 2020</b>

### 1. PURPOSE OF REPORT

To present for noting the legal services report for July 2020.

### 2. OFFICER'S RECOMMENDATION

That Council receive the legal services report for July 2020.

### 3. BACKGROUND

At its meeting on 9 March 2020, Council resolved:

*That Council receive a report each Council Meeting from officers that includes all outstanding or ongoing legal matters (including mediation, NCAT, litigation, etc. excluding matters concerning NSW State Revenue). A further confidential report should contain prospects and expected costs.*

This report presents the legal services report for Council's consideration.

### 4. DISCUSSION

The report is comprised of four tables (Attachment 2) for the different categories of matters:

- 1. Reviews of decisions and complaints such as GIPA and privacy matters.**
- 2. Civil claims** to include:
  - 2.1** contractual claims by and against Council, property and leasing disputes, as well as claims by and against Council for property damage or personal injury and defamation proceedings; and
  - 2.2** participation in any class actions.
- 3. Compliance actions and prosecutions.**
- 4. Planning appeals** to be collated from reports being provided by external law firms.

### 5. CONCLUSION

The legal services report offers an overview of current legal matters in which Council is involved.

## ATTACHMENT 1

<b>IMPLICATIONS</b>	<b>COMMENT</b>
<b>City Strategy Outcome</b>	5.1 – Be honest, transparent and accountable in all that we do
<b>Business Plan Objectives, Outcomes / Services</b>	The provision of a monthly report is related to the work undertaken by the Legal Counsel and the Governance, Risk and Corporate Planning team.
<b>Policy</b>	Not applicable.
<b>Consultation</b>	Internal consultation is in place to gather the relevant information.
<b>Resource</b>	Provided from within existing staff resources and from reports provided by external legal providers.
<b>Risk</b>	Information in this report has been presented in a manner that does not breach an individual's right to privacy or compromise Council's prospects.
<b>Legal</b>	The purpose of this report is to inform Council on current legal proceedings; in order to ensure that Council is not disadvantaged in legal proceedings information regarding legal implications has not been included.
<b>Legislation</b>	<p>On 25 March 2019 Council resolved to delegate to the Chief Executive Officer the functions of the Council under the <i>Local Government Act 1993</i> and any other legislation conferring functions on the council, with the exception of functions which are required by legislation to be performed by the governing body of the Council and certain other matters specified in the instrument of delegation.</p> <p>The function and or actions proposed to be exercised by the Chief Executive Officer in this report are not specified in the restrictions or limitations of the instrument of delegation and as such the Chief Executive Officer has authority to exercise the proposed function or action.</p> <p>In accordance with this delegation the Chief Executive Officer is authorised to manage litigation and claims.</p>
<b>Budget/Financial</b>	This is within approved budget.

## Current Litigation and Claims Report

ATTACHMENT 2

July 2020

## 1. Reviews of Decisions and Complaints - GIPA, Privacy Complaints

Matter No or Ref	Court or Tribunal	Counter Party	Type of Matter	Status	Law firm/ counsel engaged	Comments
2020/00004227	NSW Civil and Administrative Tribunal (NCAT)	Mr John Hooper	Review of GIPA determination with respect to fees and extent of material to be provided.	Listed for hearing on 31 August 2020.	Lindsay Taylor Lawyers	Application is for range of material relating to Code of Conduct complaints against Councillors and staff. Some material has been determined for release whilst other material has been determined not to be released under the GIPA Act.
2020/00070133	NCAT	Mr Stuart Coppock	Review of GIPA determination.	Listed for hearing on 2 September 2020.	Lindsay Taylor Lawyers	Application is for range of material relating to Code of Conduct complaints. Some material has been determined for release whilst other material has been determined not to be released under the GIPA Act.

2. Civil Claims - Contractual or property incl. leasing disputes, contractual claims by and against Council as well as claims by and against Council for property damage or personal injury, defamation proceedings and any class actions

Matter No or Ref	Court	Counter Party	Type of Matter	Status	Law firm/ counsel engaged	Insurer	Comments
2019/00096207	NSW District Court	Mr John Hooper	Defamation proceedings	Council filed its amended defence on 10 July 2020. The next step is for the parties to seek for information and documentation and the matter will be back before the Court on 30 July 2020 to set a hearing date.	RGS Lawyers appointed by Council's insurers	StateWide Mutual	Mediations (2) have not resolved the matter. Council is defending the matter.
N/A	N/A	BAMM Medical Centres Pty Ltd- BAMM Group	Lease dispute with tenant.	This relates to an ongoing dispute with tenant.	Pikes & Verekers	No	The mandatory National Code of Conduct has been recently legislated in NSW to address COVID-19 impacts. Council is assessing the implications.
LI0029244	NSW District Court	Mr Bradley Armstrong	Trip and fall whilst delivering goods - Mills Lane at Chatswood Chase.	Matter was listed for an Informal Settlement Conference on 11 June 2020 but did not proceed due to lack of documentation from the plaintiff. The matter is now set for an Informal Settlement Conference in the next quarter. Date to be established.	Mills Oakley appointed by Council's insurers.	StateWide Mutual	Council's financial exposure is limited to its insurance deductible.

Matter No or Ref	Court	Counter Party	Type of Matter	Status	Law firm/ counsel engaged	Insurer	Comments
NSD215/2019	Federal Court	Lead Plaintiffs The Owners – Strata Plan No 87231 v 3A Composites GmbH & Halifax Vogel Group Pty Ltd, Federal Court of Australia, Proceeding number NSD215/2019 (“Alucobond Combustible Cladding Class Action”)	Council is participating as a Funded Group Member in the Alucobond Combustible Cladding Class Action in relation to Alucobond installed at The Concourse.	Lead plaintiff actions are still progressing through the preliminary stages.	William Roberts Lawyers instructed by litigation funders Omni Bridgeway (Previously IMF Bentham).	Not applicable	Council has elected to participate as a funded member so no financial exposure to Council, but if Council recovers damages a proportion will be paid to litigation funder and William Roberts Lawyers.

## 3. Compliance actions and prosecutions

Matter No or Ref	Court or Tribunal	Counter Party	Type of Matter/ Property	Status	Law firm/ counsel engaged	Comments
LEC 2020/00123138	Land and Environment Court	Champion & Seeto	Class 1 appeal 4 Hollywood Crescent, North Willoughby.	An on-line Section 34 Conference was held on 1 July 2020. The solicitor acting for the owner advised the owner intends to treat and paint the roof. The s34 Conference was adjourned until 22 July 2020 to allow Council and the owner to consult and agree on a suitable colour and treatment for the roof. If no s34 agreement is filed with the on-line court the conciliation process will be terminated and the matter remitted to the registrar's list for directions.	HWL Ebsworth - David Gunter.	Appeal against Council's Development Control Order.



## 4. Planning Appeals

Matter No or Ref	Court or Tribunal	Counter Party	Type of Matter/ Property	Status	Law firm/ counsel engaged	Comments
LEC 2020/00173203	Land and Environment Court	Yi Feng	Class 1 appeal deemed refusal at 84A Hampden Road, Artarmon	Statement of Facts and Contentions due on 2 September 2020 and Conciliation Conference listed for 22 September 2020.	Lindsay Taylor Lawyers	Conciliation Conference likely between October to December
LEC 2020/142239	Land and Environment Court	Donald Junn	Class 1 appeal deemed refusal of Strata Subdivision of Dual Occupancy at 15A Hart Street, Lane Cove North	Statement of Facts and Contentions File for hearing on 28/8/2020	McCabe Curwood	Estimated to go to half day hearing
LEC 2018/00243687	Land and Environment Court	Freedom Development Group Pty Ltd	Class 1 appeal deemed refusal of boarding house at 16 Warners Avenue, Willoughby.	At hearing judgment in favour of Council 28 January 2020; appeal dismissed.	HWL Ebsworth Kirston Gerathy/ Justin Koprivnjak.	After significant reduction in the bulk and scale of the development the applicant was still unable to satisfy Council's acoustic concerns. This formed the basis of the Appeal being dismissed. A proportion of Council's costs will be met by the applicant (those costs incurred in preparing to address matters subsequently addressed by an amendment to the application- ie costs thrown away) - agreement re these costs is currently being developed.

Matter No or Ref	Court or Tribunal	Counter Party	Type of Matter/ Property	Status	Law firm/ counsel engaged	Comments
LEC 2019/50933	Land and Environment Court	Jun Qian	Class 1 appeal against refusal of 26 boarding house with basement parking at 42 & 44 Elizabeth Street, Artarmon.	Hearing held 13 and 14 January 2020. Judgement handed down on 19 February 2020 by Commissioner Horton. Appeal upheld	HWL Ebsworth Kirston Gerathy/John Merlino	Currently negotiating on allocation of costs of appeal between the parties following order for costs thrown away, ie costs incurred by Council in preparing to address matters subsequently addressed by an amendment to the application.
LEC 2019/112220	Land and Environment Court	Edward Doueihy	Class 1 appeal against refusal of 80 place child care centre 678 Willoughby Road, Willoughby.	Matter listed for conciliation conference on 12 December 2019 and held, conciliation terminated. Listed for hearing on 17 and 18 August 2020.	HWL Ebsworth Kirston Gerathy/ John Paul Merlino.	Council's significant concerns with the proposal were not satisfactorily addressed in the conciliation process so the matter is proceeding to hearing.
LEC 2019/00234535	Land and Environment Court	CWG Property Pty Ltd	Class 1 appeal deemed refusal of modification application seeking deletion of condition in relation to 24 hour gym operating at 150 Mowbray Road, Willoughby.	DA deferred by WLPP meeting to allow further acoustic testing and report – yet to be finalised. Conciliation conference held on 24 March 2020 at which further works agreed to be carried out. Conciliation terminated. Directions hearing held 28 May 2020. Hearing set for 1 September 2020.	HWL Ebsworth Kirston Gerathy/ John Paul Merlino.	

Matter No or Ref	Court or Tribunal	Counter Party	Type of Matter/ Property	Status	Law firm/ counsel engaged	Comments
LEC 2019/0086793	Land and Environment Court	UT 282 Victoria Pty Ltd	Class 1 appeal, deemed refusal alterations and additions for shop top.	Matter did not resolve at s34 conference. Matter listed for hearing 25 August 2020. Applicant has lodged Notice of Motion to amend application.	HWL Ebsworth Kirston Gerathy/ Justin Koprivnjak.	Amendment to application may impact on whether matters needs to proceed to hearing.
LEC 2019/ 260878	Land and Environment Court	Daryoush Litkouhi and Homira Bezahehtak	Class 1 appeal 233 Edinburgh Road, Castlecrag	Set down for 34AA Conciliation Conference on 7 and 8 December 2020.	HWL Ebsworth - JP Merlino.	Was initially an appeal against deemed refusal. Now against conditions imposed by WLPP.
LEC 2020/00016928	Land and Environment Court	Joel Cross	Class 1 appeal 34 Stafford Road Artarmon	Section 34AA Conciliation and hearing on 17 July 2020.	McCabe Curwood - Paul Vergotis.	Resolved – Under Section 34 an agreement was reached in relation to development consent conditions with respect to flooding and onsite retention.
LEC 2020/160587	Land and Environment Court	Luxeco Property Pty Ltd	Class 1 appeal deemed refusal for townhouse development at 82-86 Eastern Valley Way, Willoughby	Awaiting advice regarding Directions Hearing	McCabe Curwood	Statement of fact and contention are currently being considered and yet to be filed. Awaiting further instructions
LEC 2020/155414	Land and Environment Court	Bridgelane Property 16 Pty Ltd	Class 1 appeal deemed refusal at 3 The Postern, Castlecrag	Statement of Facts and Contentions Filed	Maddocks lawyers	Awaiting dates for Conciliation Conference

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**15.3 LEASE - 112 VICTORIA AVENUE CHATSWOOD**

<b>ATTACHMENTS:</b>	<b>1. IMPLICATIONS 2. PROPOSED LEASE</b>
<b>RESPONSIBLE OFFICER:</b>	<b>GREG MCDONALD – CUSTOMER &amp; CORPORATE DIRECTOR</b>
<b>AUTHOR:</b>	<b>ANNA VECCHIO – PROPERTY LEASING OFFICER</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>5.1 – BE HONEST, TRANSPARENT AND ACCOUNTABLE IN ALL THAT WE DO</b>
<b>MEETING DATE:</b>	<b>27 JULY 2020</b>

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**1. PURPOSE OF REPORT**

To obtain Council's endorsement to enter into a three year lease with the Northside Broadcasting Co-Operative Limited (2NSB), for the premises at 112 Victoria Avenue, Chatswood.

**2. OFFICER'S RECOMMENDATION**

That Council:

- 1. Enter into a three year lease with the Northside Broadcasting Co-Operative Limited, for the premises at 112 Victoria Avenue, Chatswood.**
- 2. Authorise the Chief Executive Officer to execute the lease and any other associated documents.**

**3. BACKGROUND**

At its meeting of the 10 July 2017, Council resolved to enter into a three year lease with 2NSB for the premises at 112 Victoria Avenue, Chatswood. This lease expired on 28 February 2020.

Council officers commenced negotiations for the renewal of the lease with representatives of 2NSB in November 2019. The draft terms of the lease were agreed to by all parties in late December 2019 and Council's solicitors instructed to prepare the documents for execution. 2NSB have continued paying rent during the negotiations and whilst awaiting renewal of the lease.

Council's solicitors issued the lease documents to 2NSB for execution, in mid-February 2020 (**Attachment 2**). The terms of the new lease are generally in line with those of the previous lease.

Further to a number of reminders, 2NSB advised Council's solicitors in May 2020, that due to the extraordinary circumstances created by the COVID pandemic they had misplaced the lease documents. Electronic copies of the documents were forwarded to 2NSB and the executed documents were received by Council in mid-June 2020.

## 4. DISCUSSION

The Council owned site was specifically purchased in 1995 to house 2NSB, who have been located within the facility since its purchase. Figure 1 provides an aerial view of the premises.

**Figure 1 – 112 Victoria Avenue, Chatswood**



2NSB operates as a not for profit Co-Operative and is funded by listener donations and sponsorships from businesses across the North Shore and greater Sydney area. The radio station is managed by a board and has upwards of 100 volunteers who donate their personal time to keep the radio station operating. There is also a full-time station manager to oversee the day to day operation of the station, as well as several commission based sales staff.

The rental of \$760 per annum although not 'commercial' market value is comparable to other community based not for profit organisation lease rates and is considered appropriate.

The Chief Executive Officer's delegations do not authorise the execution of leases below 'market' value, Council's endorsement to enter into the lease is thus required.

The premises is set-up specifically for the radio station operations, containing two broadcasting studios, specialist broadcasting equipment and general administration areas. Council has been housing the 2NSB operations within the premises for approximately 25 years, in recognition of the stations contribution to the community. The lease has been prepared in anticipation of Council's endorsement to reduce any further delays.

## 5. CONCLUSION

The Northside Broadcasting Co-Operative are an established and well known organisation that provide an ongoing beneficial community service. As such, it is recommend that Council resolve to enter into a three year lease with the Northside Broadcasting Co-Operative Limited for the Council owned premises at 112 Victoria Avenue, Chatswood.

## ATTACHMENT 1

<b>IMPLICATIONS</b>	<b>COMMENT</b>
<b>City Strategy Outcome</b>	5.1 – Be honest, transparent and accountable in all that we do
<b>Business Plan Objectives, Outcomes / Services</b>	Provide community support and information.
<b>Policy</b>	<i>Sale or Lease of Council Land – C06-006.</i>
<b>Consultation</b>	Not applicable, exercising renewal option
<b>Resource</b>	Within Council's existing resources.
<b>Risk</b>	There is minimal risk to Council, 2NSB are an existing long term Council tenant.
<b>Legal</b>	Council's solicitor, Pikes and Verekers Lawyers provided the lease agreement ensuring Council's interests were considered.
<b>Legislation</b>	<i>Conveyancing Act 1919</i>
<b>Budget/Financial</b>	Rental Income for the asset is included in the property & construction unit budget and forms a part of Council's General Fund income.

**ATTACHMENT 2**

Form: 07L  
Release: 4.5

**LEASE**  
New South Wales  
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Revenue NSW use only
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(A) TORRENS TITLE

Property leased WHOLE 1/724205 being 112 Victoria Avenue, Chatswood NSW 2067
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(B) LODGED BY

Document Collection Box <b>688E</b>	Name, Address or DX, Telephone, and Customer Account Number if any Pikes & Verekers Lawyers LLPN 123507A Tel: (02) 9262 6188 Reference: RMD:200006	CODE <b>L</b>
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(C) LESSOR

WILLOUGHBY CITY COUNCIL (ABN 47 974 626 099)
--

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

NORTHSIDE BROADCASTING CO-OPERATIVE LIMITED (ABN 43 423 423 533)
<b>TENANCY:</b>

(F)

(G) 1. TERM THREE (3) YEARS

2. COMMENCING DATE 1 MARCH 2020

3. TERMINATING DATE 28 FEBRUARY 2023

4. With an **OPTION TO RENEW** for a period of N.A.  
set out in clause N.A. of N.A.

5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.

6. Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.

7. Incorporates the provisions or additional material set out in **ANNEXURE(S) A and B** hereto.

8. Incorporates the provisions set out in N.A.  
No. N.A.

9. The **RENT** is set out in item No. 13 of **ANNEXURE A**

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.



DATE

(H) Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.  
 Company: SEE ANNEXURE "AA" FOR LESSOR EXECUTION  
 Authority:

Signature of authorised person: Signature of authorised person:  
 Name of authorised person: Name of authorised person:  
 Office held: Office held:

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.  
 Company: NORTHSIDE BROADCASTING CO-OPERATIVE LIMITED (ABN 43 423 423 533)  
 Authority: s49 of the Appendix to the Co-Operatives (Adoption of National Law) Act 2012

Signature of authorised person: Signature of authorised person:  
 Name of authorised person: Name of authorised person:  
 Office held: Office held:

(I) STATUTORY DECLARATION\*

I solemnly and sincerely declare that—

- The time for the exercise of option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended; and
- The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at \_\_\_\_\_ in the State of New South Wales on \_\_\_\_\_ in the presence of \_\_\_\_\_ of \_\_\_\_\_

Justice of the Peace (J.P. Number: \_\_\_\_\_ )  Practising Solicitor  
 Other qualified witness [specify] \_\_\_\_\_

# who certifies the following matters concerning the making of this statutory declaration by the person who made it:

- I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
- I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a \_\_\_\_\_ [Omit ID No.]

Signature of witness: Signature of applicant:

\* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

\*\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation. ALL HANDWRITING MUST BE IN BLOCK CAPITALS Page 2 of 21 1708

Annexure AA to LEASE

Parties:

Lessor: WILLOUGHBY CITY COUNCIL (ABN 47 974 626 099)

Lessee: NORTHSIDE BROADCASTING CO-OPERATIVE LIMITED (ABN 43 423 423 533)

Dated:

THE COMMON SEAL of WILLOUGHBY CITY COUNCIL (ABN 47 974 826 099) was hereunto affixed pursuant to a resolution of the Council dated the day of in the presence of its authorised officers. Seal:

.....  
Gail Giles-Gidney  
Mayor

.....  
Debra Kay Just  
Chief Executive Officer

**ANNEXURE A**

ANNEXURE A  
SEE A SOLICITOR ABOUT THIS LEASE

Lessor: WILLOUGHBY CITY COUNCIL (ABN 47 974 626 099)

Lessee: NORTHSIDE BROADCASTING CO-OPERATIVE LIMITED (ABN 43 423 423 533)

This annexure consists of 5 pages.

**NOTE:** Any alterations and additions to Lease Covenants in Annexure B **must** be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

**SCHEDULE OF ITEMS** (continued)

- Item 10 (cls 2.3, 13.1) (cl 13.7)
  - A. **The guarantor: Not applicable**
  - B. **Limit of guarantor's liability: Not applicable**
  
- Item 11 (cl 3)
  - Additional leased property: Not applicable**
  
- Item 12 (cl 4)
  - Option to renew**
  - A. Further period of N/A
  - B. Further period of N/A
  - C. Maximum period of tenancy under this lease and permitted renewals: N/A
  - D. First day option for renewal can be exercised: N/A
  - E. Last day option for renewal can be exercised: N/A
  
- Item 13 (cl 5)
  - A. **Rent**
  - For the lease period:
    - From the commencement date to the first rent review date: \$760.00 a year by monthly instalments of \$63.33 exclusive of GST
    - Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.
  - For the further period in item 12A:
    - From the commencement date to the first rent review date: (for example: Current market rent)
    - Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.

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ANNEXURE A

For the further period in item 12B:  
From the commencement date  
to the first rent review date:  
(for example: Current market rent)

Afterwards: At the new yearly rent beginning on each  
review date by monthly instalments of one  
twelfth of the new yearly rent.

Item 13  
(cl 15)

B. GST

Clause 15 provides for payment by the lessee of GST unless otherwise here indicated:

Item 14  
(cl 5)

Outgoings

- A. Share of outgoings: The lessee is responsible for 100% of outgoings
- B. Outgoings –
  - (a) local council rates and charges;
  - (b) water sewerage and drainage charges;
  - (c) land tax;
  - (d) insurance;
  - (e) all levies and contributions of whatsoever nature determined and/or levied by the owners corporation with the exception of any contribution to a sinking fund or special levy in respect of the strata scheme of which the property forms part (if applicable).

for the land or the building of which the property is part, fairly apportioned to the period of this lease.

Item 15  
(cl 5.1.5)

Interest rate: Nil

Item 16  
(cl 5.4)

Rent review

Rent review date	Method of rent review	If Method 1 applies, increase by (the increase should show percentage or amount)
On each anniversary of the Commencement Date	Method 2	

Method 1 is a fixed amount or percentage.  
Method 2 is Consumer Price Index.  
Method 3 is current market rent.

Method 2 applies unless another method is stated.

Item 17  
(cl 6.1)

Permitted use: Studio and offices for community broadcasting station

Item 18  
(cl 8.1.1)

Amount of required public liability insurance: \$20 million

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ANNEXURE A

Item 19 Bank Guarantee  
(cl 16)

Nil.

Item 20 Security Deposit  
(cl 17)

Nil.

Details of strata manager/secretary of the owners corporation (if applicable)

The following alterations and additions are to be made to the Lease Covenants in Annexure B:

1. *At clause 5.1.9 the words 'but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the Retail Leases Act, 1994' are deleted.*
2. *Clause 5.12.4 is deleted.*
3. *At clause 5.16.1 the words 'Unless 5.16.2 applies' are deleted.*
4. *Clause 5.16.2 is deleted.*
5. *Clause 10.2.2 is deleted.*
6. *At clause 10.2.3 the words 'and, where the property is a retail shop, clause 10.4' are deleted.*
7. *Clause 10.4 is deleted.*
8. *At clause 10.5 the words 'and where required to do so clause 10.4' are deleted, the words 'or where the Retail Leases Act 1994 applies 28 days' are deleted and the words 'or the lessee has complied with paragraphs 41(a) and 41(b) of that Act, whichever is the later,' are deleted.*
9. *Clause 10.7 is deleted.*
10. *At clause 14.3 the words '(for example, the Retail Leases Act 1994)' are deleted.*
11. *Clause 14.4 is deleted.*
12. *Clause 14.5 is deleted.*
13. *At clause 17.4 the words 'Where the property is a retail shop, the security deposit will be held in accordance with Section 16C of the Retail Leases Act 1994,' are deleted, the words 'to the Director General' are deleted and the words '(or so much of it as is then held by the Director-General)' are deleted.*
14. *At clause 17.5 the words 'Where the property is other than a retail shop' are deleted.*

15. Insert after clause 18:

**Work Health and Safety**

19.1 In this clause:

19.1.1 Principal Contractor has the same meaning as in the WH&S Regulation;

.....  
.....  
.....

ANNEXURE A

19.1.2 WH&S Laws means the laws relating to work health and safety that apply to the property and the use of it and includes the WH&S Regulation; and

19.1.3 WH&S Regulation means the Work Health and Safety Regulation 2011 (NSW).

19.2 Statutory Requirements

19.2.1 The lessee will at all times comply with all statutes, ordinances, proclamations, orders and regulations affecting the property, the use of the property by the lessee and the lessee's goods.

19.2.2 The lessee will comply with all notices and orders given by any statutory, public or other competent authority in respect of the property, the use of the property by the lessee and the lessee's goods.

19.2.3 The lessee will comply with all WH&S Laws in relation to the property.

19.2.4 The lessee indemnifies the lessor in relation to any failure by the lessee to comply with the lessee's obligations under this clause 19.2.

19.2.5 Despite clauses 19.2.1 and 19.2.2 the lessee is not responsible for any capital costs nor for any structural alterations unless required because of the lessee's particular use of the property.

19.3 Principal Contractor and WH&S Regulation

19.3.1 If any work is to be carried out on the property by the lessee during the Term of the lease, including any Option Lease or holding over period which requires the appointment of a Principal Contractor under the WH&S Regulation, the lessor appoints the lessee as the Principal Contractor in respect of those works and the lessee accepts that appointment.

19.3.2 The lessor authorises the lessee to exercise such authority of the lessor as is necessary to ensure that the lessee can carry out the responsibilities imposed on the lessee as Principal Contractor under the WH&S Regulation.

19.3.3 The lessee may propose that another Person is appointed as Principal Contractor for specific works in place of the lessee, subject to the lessee first obtaining the lessor's consent.

19.3.4 The lessee must ensure that when any work is carried out in the property all the requirements of the WH&S Regulation and any other laws relating to work health and safety are met.

19.3.5 The lessee must consult, co-operate and co-ordinate its activities with the lessor in connection with the property to ensure that the parties at all times comply with WH&S Law including, but not limited to, scheduling and participating in regular meetings, maintaining current information on an accident registers and conducting regular risk assessment reports of the property including taking the views of lessee's workers into consideration and to take any other steps as agreed between the parties.

19.3.6 The lessor will make itself available to the lessee on a regular basis to discuss any matters related to health and safety at work arising from its obligations in relation to the property.

19.3.7 The lessee must immediately notify the lessor of any accident, notifiable incident (being an incident which is notifiable under WH&S Law) or injury which occurs on the property in connection with the activities at the property. The lessee must take all reasonably practicable steps to safely isolate any dangers from occurring or reoccurring before the lessor is informed.

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ANNEXURE A

19.3.8 The lessee undertakes to inform itself of the serious injury or illness and dangerous incident notification obligations. The lessee undertakes to advise the regulator by the fastest possible means, prior to advising the lessor in the event that a notifiable incident occurs.

Special Conditions

20.1 Worker's Compensation Insurance

20.1.1 The lessee will take out Worker's Compensation Insurance for the full amount of the lessee's liability under the Worker's Compensation Act in respect of each person employed by the lessee in the conduct of the Radio Station who is a worker within the meaning of the said Act.

21.1 Maintenance

21.1.1 The lessee shall not obstruct the entrance passages, halls, staircases, or fire escapes of the premises or use them or any part of them for any purpose other than for going in and out of the premises.

21.1.2 The lessee shall not install or position any heavy equipment or article without first obtaining the written consent of the landlord, which consent may prescribe the maximum weight and the position in which such heavy equipment or article may be placed or secured; the lessee shall make good at his expense all damage caused to the building or any part of it by the introduction, installation, presence or removal of any heavy equipment or article of which the lessee has ownership, custody or control. Before any safe or heavy article is moved into the building due notice must be given to the lessor and the moving of it in and about the building shall only be done under the supervision of the lessor or the lessor's agent.

22.1 Security

22.1.1 All doors and windows of the premises shall be securely fastened on all occasions when the premises are left unoccupied. The lessor reserves the right for the lessor's agent, employees, servants and workmen to enter and fasten them if they are left unfastened or insecurely fastened.

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ANNEXURE B

ANNEXURE B
PAGE 1 OF 13 PAGES
SEE A SOLICITOR ABOUT THIS LEASE

Lessor: Willoughby City Council ABN 47 974 626 099

Lessee: Northside Broadcasting Co-operative Limited ABN 43 423 423 533

This annexure consists of 13 pages.

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CONTENTS

Table with 6 columns: CLAUSE, SUBJECT, PAGE, CLAUSE, SUBJECT, PAGE. Lists clauses 1-18 and their corresponding page numbers.

RETAIL LEASE CERTIFICATE

If section 16 of the Retail Leases Act 1994 applies to this lease, and the term plus any further terms are less than 5 years (subject to section 16(4)), the term will be extended unless a section 16(3) certificate is given. Sections 16(1) and (2) provide –

- 16(1) The term for which a retail shop lease is entered into, together with any further term or terms provided for by any agreement or option for the acquisition by the lessee of a further term as an extension or renewal of the lease, must not be less than 5 years. An agreement or option is not taken into account if it was entered into or conferred after the lease was entered into.
16(2) If a lease is entered into in contravention of this section, the validity of the lease is not thereby affected but the term of the lease is extended by such period as may be necessary to prevent the lease contravening this section.

I certify that:

- I am a solicitor not acting for the lessor;
Before (or within 6 months after) the lessee entered into this lease –
- the lessee requested me to give this certificate; and
- I explained to the lessee the effect of sections 16(1) and (2), and that the giving of this certificate would result in section 16 not applying to this lease.

Date

Signature

NAME (BLOCK LETTERS)



**CLAUSE 1 FORM OF THIS LEASE****What are the parts to this lease?**

- 1.1 There are three parts to this lease – a lease form, Annexure A and this annexure.
- 1.2 This lease is a deed even if it is not registered.
- 1.3 A reference in this deed to the schedule is to the schedule of items commencing at item 1 on the lease form and ending with item 20 in Annexure A.

**CLAUSE 2 PARTIES****Who are the parties to this lease?**

- 2.1 The lessor is named on page 1 of this lease.
- 2.2 The lessee is named on page 1 of this lease.
- 2.3 The guarantor is named in item 10 in the schedule, if there is a guarantor.
- 2.4 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

**CLAUSE 3 THE PROPERTY****What property is leased?**

- 3.1 The property leased is described on page 1 of this lease.
- 3.2 The lessor's fixtures are included in the property leased.
- 3.3 If anything else is leased (such as furniture belonging to the lessor) and is described in item 11 in the schedule it is included in the property.
- 3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The lessee shares the common facilities with the lessor, and with other lessees of the lessor. The lessor can set reasonable rules for sharing these common facilities.

**CLAUSE 4 LEASE PERIOD****How long is this lease for?**

- 4.1 This lease is for the period stated in item 1 in the schedule, commences on the date stated in item 2 in the schedule and ends on the date stated in item 3 in the schedule.
- 4.2 If a further period, commencing when this lease ends, is stated in item 12A in the schedule then the lessee has the option to renew this lease for that period.
- 4.3 The lessee can renew this lease more than once if that is stated in item 12B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 12C in the schedule.
- 4.4 The lessee can exercise the option only if –
  - 4.4.1 the lessee serves on the lessor a notice of exercise of option not earlier than the first day stated in item 12D in the schedule and not later than the last day stated in item 12E in the schedule;
  - 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
  - 4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.

If this lease is extended by legislation, items 12D and 12E in the schedule are adjusted accordingly.

- 4.5 After exercising the option the lessee must continue to pay all rents and outgoings on time and continue to comply with all of the lessee's obligations under this lease. If the lessee does not do so, the lessor may treat any breach as being a breach of the new lease as well as of this lease.

## ANNEXURE B

PAGE 3 OF 13 PAGES

- 4.6 A new lease will be the same as this lease except for –
- 4.6.1 the new rent;
  - 4.6.2 the commencement date and the termination date;
  - 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
  - 4.6.4 item 12B becoming item 12A;
  - 4.6.5 adjustment of item 12C in the schedule; and
  - 4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

If the new rent is to be current market rent it will be decided in the same way that current market rent is to be decided under Method 3 stated in clause 5 assuming that this lease and the new lease were one continuous lease and the commencement date of the new lease was a rent review date.

**CLAUSE 5 MONEY****What money must the lessee pay?**

- 5.1 The lessee must pay to the lessor or as the lessor directs –
- 5.1.1 the rent stated in item 13A in the schedule;
  - 5.1.2 the share stated in item 14A in the schedule of those outgoings stated in item 14B in the schedule;
  - 5.1.3 the reasonable cost to the lessor of remedying a default by the lessee;
  - 5.1.4 the reasonable cost to the lessor of dealing with any application by the lessee for the lessor's consent under this lease (whether or not it is given);
  - 5.1.5 interest on these moneys at the rate stated in item 15 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
  - 5.1.6 registration fee for registration of this lease at Land and Property Information NSW (payable on delivery to the lessor's solicitor of the executed lease);
  - 5.1.7 stamp duty on this lease (payable on delivery to the lessor's solicitor of the executed lease) if not previously paid by the lessee to the Office of State Revenue;
  - 5.1.8 if the lessee defaults, the lessor's reasonable legal costs relating to the default;
  - 5.1.9 the lessor's reasonable costs and expenses in connection with the preparation of this lease but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the *Retail Leases Act, 1994*; and
  - 5.1.10 GST as provided for in clause 15.
- 5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.
- 5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the lessor.

A request for payment can be made –

- 5.3.1 after the lessor has paid an outgoing; or
- 5.3.2 after the lessor has received an assessment or account for payment of an outgoing.

If item 14B in the schedule refers to land tax –

- if the property is a strata lot, the relevant land tax is land tax on that lot;
- if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the lessor used or available for use by or for the benefit of lessees conducting business in the building or in connection with trading in the building; and
- in either case, the land tax must be calculated as if the land was the only land owned by the lessor and there was no special trust or non-concessional company involved.

## ANNEXURE B

PAGE 4 OF 13 PAGES

**When and how is the rent to be reviewed?**

- 5.4 The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.
- If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 16 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.
- 5.5 The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the lessor is to refund to the lessee any overpayment of rent.
- 5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

**Method 1. By a fixed amount or percentage.**

- 5.7 In this case the rent beginning on each review date will be increased by the percentage or amount stated in item 16 in the schedule.

**Method 2. By reference to Consumer Price Index.**

- 5.8 In this case –
- take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
  - divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
  - multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula –

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y$$

- 5.9 The lessor must calculate the new rent after each review date and give the lessee written notice of the new rent.
- 5.10 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the lessor and the lessee agree to accept the calculations of the lessor's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.
- 5.11 If the index used to calculate the new rent is discontinued the lessor may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

**Method 3. By reference to current market rent.**

- 5.12 In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters –
- 5.12.1 the provisions of this lease;
  - 5.12.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
  - 5.12.3 the gross rent, less the lessor's outgoings payable by the lessee;
  - 5.12.4 where the property is a retail shop, rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail shops; and
  - 5.12.5 the value of goodwill created by the lessee's occupation and the value of lessee's fixtures and fittings are to be ignored.

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- 5.13 The lessor or the lessee can inform the other in writing at least 60 days before the rent review date of the rent that the lessor or lessee thinks will be the current market rent at the review date.
- 5.14 If the lessor and the lessee agree on a new rent then that rent will be the new rent beginning on the rent review date and the lessor and the lessee must sign a statement saying so.
- 5.15 If the lessor and the lessee do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.16.
- 5.16
- 5.16.1 Unless 5.16.2 applies the lessor and the lessee can either agree upon a valuer or can ask the President of the Law Society of New South Wales to nominate a person who is a licensed valuer to decide the current market rent.
- 5.16.2 Where the property is a retail shop, the valuer appointed must be a specialist retail valuer appointed by agreement of the parties or, failing agreement, by the Administrative Decisions Tribunal.
- 5.17 The valuer will act as an expert not an arbitrator. The lessor and the lessee can each make submissions in writing to the valuer within 14 days after they receive notice of the valuer's appointment but not later unless the valuer agrees.
- 5.18 The valuer's decision is final and binding. The valuer must state how the decision was reached.
- 5.19 If the valuer
- 5.19.1 does not accept the nomination to act; or
- 5.19.2 does not decide the current market rent within 1 month after accepting the nomination; or
- 5.19.3 becomes incapacitated or dies; or
- 5.19.4 resigns,
- then another valuer is to be appointed in the same way.
- 5.20 The lessor and lessee must each pay half the valuer's costs.
- 5.21 If the lessor and lessee do not agree upon a valuer and neither asks for a valuer to be nominated before –
- 5.21.1 the next rent review date passes; or
- 5.21.2 this lease ends without the lessee renewing it; or
- 5.21.3 this lease is transferred after the rent review date with the lessor's consent; or
- 5.21.4 the property is transferred after the rent review date
- then the rent will not change on that rent review date.

**CLAUSE 6 USE****How must the property be used?**

- 6.1 The lessee must –
- 6.1.1 use the property for the purpose stated in item 17 in the schedule and not for any other purpose;
- 6.1.2 open for business at times usual for a business of the kind conducted by the lessee;
- 6.1.3 keep the property clean and dispose of waste properly; and
- 6.1.4 comply with all laws relating to strata schemes and all other laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the lessee's business there.
- 6.1.5 where the property is a lot in a strata scheme:
- 6.1.5.1 use the lessor's common property only in connection with the use of the property;
- 6.1.5.2 co-operate with all other permitted users of the common property;
- 6.1.5.3 comply with so many of the provisions of the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973* and the by-laws and all lawful orders, motions and directives under these Acts as may be applicable to the exercise of the lessee's rights and obligations under this lease.

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- 6.2 The lessor can consent to a change of use and cannot withhold consent unreasonably.
- 6.3 The lessee must not –
- 6.3.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium unless the lessor consents in which case the lessee must pay the increased premium; or
  - 6.3.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the lessor or to the owner or occupier of any neighbouring property; or
  - 6.3.3 hold any auction, bankrupt or fire sale in the property; or
  - 6.3.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the lessor consents (but the lessor cannot withhold consent unreasonably);
  - 6.3.5 overload the floors or walls of the property; or
  - 6.3.6 without the prior written consent of the lessor and/or the owners corporation, use the common property for any purpose other than for access to and egress from the property.

**CLAUSE 7 CONDITION AND REPAIRS****Who is to repair the property?**

- 7.1 The lessor must –
- 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;
  - 7.1.2 maintain the property in a structurally sound condition; and
  - 7.1.3 maintain essential services.
- 7.2 The lessee must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the lessee does not have to –
- 7.2.1 alter or improve the property; or
  - 7.2.2 fix structural defects; or
  - 7.2.3 repair fair wear and tear.
- 7.3 The lessee must also –
- 7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
  - 7.3.2 maintain and decorate the shop front if the property has one;
  - 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) – ‘decorate’ here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting;
  - 7.3.4 where the property is a lot in a strata scheme:
    - 7.3.4.1 meet the cost of all damage to the common property occasioned by the lessee or any invitee or licensee of the lessee; and
    - 7.3.4.2 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it.
- 7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. But if it is any other work or is required only because of the way the lessee uses the property then the lessee must do the work.
- 7.5 If the lessee fails to do any work that the lessee must do the lessor can give the lessee a notice in writing stating what the lessee has failed to do. After the notice is given the lessee must –
- 7.5.1 do the work immediately if there is an emergency; and
  - 7.5.2 do the work promptly and diligently in any other case.
- If the lessee does not do the work, the lessor can do it and the lessee must reimburse the lessor for the cost of the work.

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- 7.6 The lessee must not make any structural alterations to the property. Any other alterations require the lessor's consent in writing (but the lessor cannot withhold consent unreasonably).

**CLAUSE 8 INSURANCE AND DAMAGE****What insurances must the lessee take out?**

- 8.1 The lessee must keep current an insurance policy covering –
- 8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and
  - 8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property
- and must produce to the lessor, upon request, the policy and the receipt for the last premium.

**What happens if the property is damaged?**

- 8.2 If the property or the building of which it is part is damaged (a term which includes destroyed) –
- 8.2.1 the lessee is not liable to pay rent, or any amount payable to the lessor in respect of outgoings and other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;
  - 8.2.2 if the property is still useable under this lease but its useability is diminished due to the damage, the lessee's liability for rent and any amount in respect of outgoings attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;
  - 8.2.3 if the lessor notifies the lessee in writing that the lessor considers that the damage is such as to make its repair impracticable or undesirable, the lessor or the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the other and no compensation is payable in respect of that termination;
  - 8.2.4 if the lessor fails to repair the damage within a reasonable time after the lessee requests the lessor to do so the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the lessor; and
  - 8.2.5 nothing in clause 8.2 affects any right of the lessor to recover damages from the lessee in respect of any damage or destruction to which the clause applies.

**CLAUSE 9 ACCESS****What are the lessor's rights of access to the property?**

- 9.1 The lessee must give the lessor (or anyone authorised in writing by the lessor) access to the property at any reasonable time for the purpose of –
- 9.1.1 inspecting the condition of the property, or how it is being used; or
  - 9.1.2 doing anything that the lessor can or must do under this lease or must do by law; or
  - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or
  - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
  - 9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends; or
  - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
  - 9.1.7 inspecting, cleaning or repairing another property or any services to another property.
- 9.2 The lessor must give the lessee at least 2 days written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.
- 9.3 The lessor must promptly make good any damage caused to the property and to any of the lessee's belongings which results from exercising these rights.
- 9.4 The lessee must give to the lessor a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

**CLAUSE 10 TRANSFER AND SUB-LEASE****Can this lease be transferred or the property shared or sub-let?**

- 10.1 The lessee must not transfer this lease without consent.
- 10.2 The lessor can withhold consent only if –
- 10.2.1 the proposed transferee proposes to change the use to which the property is put; or
- 10.2.2 where the property is a retail shop, the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor and otherwise the proposed transferee has financial resources or business experience inferior to those of the proposed transferor; or
- 10.2.3 the lessee has not complied with clause 10.3 and, where the property is a retail shop, clause 10.4.
- 10.3 A request for the lessor's consent to a transfer of lease must be made in writing and the lessee must provide the lessor with such information as the lessor may reasonably require concerning the financial standing and business experience of the proposed transferee.
- 10.4 Where the property is a retail shop, before requesting the consent of the lessor to a proposed transfer of this lease, the lessee must furnish the proposed transferee with a copy of any disclosure statement given to the lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the lessee was aware or could reasonably be expected to be aware). For the purpose of enabling the lessee to comply with this obligation, the lessee can request the lessor to provide the lessee with a copy of the disclosure statement concerned and, if the lessor is unable or unwilling to comply with such a request within 14 days after it is made, this clause 10.4 does not apply.
- 10.5 Where the lessee has complied with clause 10.3 and where required to do so clause 10.4, and the lessor has not within 42 days or where the *Retail Leases Act 1994* applies 28 days after the request was made or the lessee has complied with paragraphs 41(a) and 41(b) of that Act, whichever is the later, given notice in writing to the lessee either consenting or withholding consent, the lessor is taken to have consented.
- 10.6 The lessee has to pay in connection with any consent the lessor's reasonable legal costs, the reasonable costs of obtaining any mortgagee's consent, the stamp duty and the registration fee for the transfer.
- 10.7 Where the property is a retail shop, the lessee can sub-let, grant a licence or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the lessee's estate or interest in this lease only with the written consent of the lessor which can be refused in the lessor's absolute discretion. Otherwise, the lessee cannot do any of these things.

**CLAUSE 11 LESSOR'S OTHER OBLIGATIONS****What are the lessor's other obligations?**

- 11.1 So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.
- 11.2 The lessor must pay all outgoing for the land or the building of which the property is part when they fall due.
- 11.3 If the property is part of a building owned or controlled by the lessor –
- 11.3.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
- 11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must –
- 11.3.2.1 allow reasonable use of the facilities and service connections including –
- the right for the lessee and other persons to come and go to and from the property over the areas provided for access;
  - access by the lessee to service connections; and
  - the right for the lessee's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.
- 11.3.2.2 maintain the facilities and service connections in reasonable condition.

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- 11.4 Where registration is necessary for the validity of this lease, the lessor must ensure that this lease is registered.
- 11.5 If a consent is needed for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

**CLAUSE 12 FORFEITURE AND END OF LEASE****When does this lease end?**

- 12.1 This lease ends –
- 12.1.1 on the date stated in item 3 in the schedule; or
  - 12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or
  - 12.1.3 if the lessor lawfully demands possession of the property.
- 12.2 The lessor can enter and take possession of the property or demand possession of the property if –
- 12.2.1 the lessee has repudiated this lease; or
  - 12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or
  - 12.2.3 the lessee has failed to comply with a lessor's notice under section 129 of the *Conveyancing Act 1919*; or
  - 12.2.4 the lessee has not complied with any term of this lease where a lessor's notice is not required under section 129 of the *Conveyancing Act 1919* and the lessor has given at least 14 days written notice of the lessor's intention to end this lease.
- 12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must –
- 12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in; and
  - 12.3.2 have removed any goods and anything that the lessee fixed to the property and have made good any damage caused by the removal.
- Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and charge to the lessee the cost of removal, making good and disposal.
- 12.4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than under a new lease) then –
- 12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same way that the lessee had to do under this lease just before the lease period ended (apportioned and payable monthly);
  - 12.4.2 the monthly tenancy will be on the same terms as this lease, except for –
    - clause 4;
    - clauses 5.4 to 5.21 inclusive; and
    - clause 6.2 unless consent has previously been given;
  - 12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, 1 month written notice to the other expiring on any date; and
  - 12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly tenancy.
- 12.5 Essential terms of this lease include –
- 12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);
  - 12.5.2 the obligations of the lessee in clause 5.1.2 (dealing with outgoings);
  - 12.5.3 the obligations of the lessee in clause 6.1 (dealing with use);
  - 12.5.4 the obligations of the lessee in clause 7 (dealing with repairs);
  - 12.5.5 the obligations of the lessee in clause 10 (dealing with transfer and sub-lease); and
  - 12.5.6 the obligations of the lessee in clause 15 (dealing with GST).



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- 12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 12.7 The lessor can recover damages even if –
- 12.7.1 the lessor accepts the lessee's repudiation of this lease; or
  - 12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
  - 12.7.3 the lessee abandons possession of the property; or
  - 12.7.4 a surrender of this lease occurs.

**CLAUSE 13 GUARANTEE****What are the obligations of a guarantor?**

- 13.1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 13.3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.
- 13.4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.
- 13.5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 13.6 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

**CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES**

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.
- 14.2 A document under or relating to this lease is –
- 14.2.1 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*; and
  - 14.2.2 served on the lessee if it is left at the property.
- 14.3 This lease is subject to any legislation that cannot be excluded (for example, the *Retail Leases Act 1994*).
- 14.4 In this lease, 'retail shop' means premises to which the *Retail Leases Act 1994* applies.
- 14.5 In this lease 'Director General' has the same meaning as in the *Retail Leases Act 1994*.

**CLAUSE 15 GOODS AND SERVICES TAX**

Unless item 13B in the schedule has been completed in a way that indicates that this clause is not to apply:

- 15.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.
- 15.2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.
- 15.3 Outgoings in item 14B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.
- 15.4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

**CLAUSE 16 BANK GUARANTEE**

- 16.1 If a number of months appears in item 19 in the schedule, clauses 16.2 to 16.5 apply.
- 16.2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee by a bank trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor and for an amount equivalent to the number of months referred to in item 19 in the schedule.
- 16.3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease.
- 16.4 The lessee agrees to vary the amount of the guarantee immediately upon each rent review so that the amount at all times represents the equivalent of the number of months referred to in the schedule.
- 16.5 The lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee on the last of:
  - 16.5.1 the terminating date of this lease;
  - 16.5.2 the expiry date of any holding over under this lease; and
  - 16.5.3 the date that the lessee has no further obligations under this lease or at law.

**CLAUSE 17 SECURITY DEPOSIT**

- 17.1 If an amount or a number of months appears in item 20 in the schedule, clauses 17.2 to 17.6 apply.
- 17.2 On or before the commencement date of this lease the lessee will deliver the security deposit to the lessor.
- 17.3 The lessor is entitled to deduct from the security deposit an amount equal to any monies due but unpaid by the lessee to the lessor under this lease.
- 17.4 Where the property is a retail shop, the security deposit will be held in accordance with Section 16C of the *Retail Leases Act 1994*. The lessee will not make an application to the Director General seeking the return of the security deposit (or so much of it as is then held by the Director General) until the later of:
  - 17.4.1 the terminating date of this lease;
  - 17.4.2 the expiry date of any holding over under this lease; and
  - 17.4.3 the date that the lessee has no further obligations under this lease or at law.
- 17.5 Where the property is other than a retail shop the security deposit (or so much of it as is then held by the lessor) will be returned to the lessee on the later of the dates as specified in clause 17.4.
- 17.6 The lessee agrees to vary the amount of the security deposit immediately upon each rent review so that it represents the equivalent of the number of months referred to in the schedule.

**CLAUSE 18 STRATA CONVERSION**

- 18.1 "Owners corporation", "owner", "strata scheme", "lot" and "parcel" where used in this lease have the meanings given under the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*.

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- 18.2 "Strata Acts" means the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices now or hereafter made under those Acts.
- 18.3 "Strata conversion" means a subdivision of the property under the *Strata Schemes (Freehold Development) Act 1973* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.
- 18.4 Strata Titles
- 18.4.1 Lessee consents to registration of strata plan
- 18.4.1.1 By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata schemes plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the Building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee's approval, which approval will not be unreasonably withheld.
- 18.4.1.2 Provided the lessee consents to the strata conversion as per clause 18.4.1.1 then within 7 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.
- 18.4.2 Compliance with the Strata Acts and by-laws:
- 18.4.2.1 **(Covenant):** The lessee and any and all persons acting by, through or under it or with its authority express or implied shall comply with so many of the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee's rights and obligations under the provisions elsewhere contained in this lease.
- 18.4.2.2 **Not to prejudice interests of owners corporation.** Without the prior written consent of the owners corporation, the lessee shall not do any act, matter or thing under the exercise of its rights and obligations elsewhere contained in this lease or permit or allow any act, matter or thing to be done which shall or may:
- increase the rate of premium payable by the owners corporation under any policy of insurance taken out by the owners corporation; or
  - invalidate, avoid or suspend the operation of any such policy of insurance or otherwise prejudice the owners corporation rights under any such policy.
- 18.4.2.3 Upon the occurrence of any of the matters previously referred to the lessee shall:
- pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;
  - pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.4.2.2; and
  - pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.
- 18.4.2.4 **(Indemnity):** The lessee shall indemnify the lessor for any loss or damage suffered by the lessor if the lessee or the lessee's employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee's employees by this lease or by reason of the Strata Acts.
- 18.4.3 If the strata conversion occurs:
- 18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;
- 18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a sinking fund or special levy; and
- 18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.

**IMPORTANT NOTES**

The following notes are for guidance and do not form part of this lease.

If you are a lessor, a solicitor will prepare this lease for you.

If you are a lessee, a solicitor can advise you about it.

- 1. This document creates legal rights and legal obligations.
- 2. Failure to register a lease can have serious consequences.
- 3. If an option for renewal is not exercised at the right time it will be lost.
- 4. The lessee can exercise an option for renewal even if there has been a breach of this lease in a case where section 133E of the *Conveyancing Act 1919* applies. The lessor must give a prescribed notice within 14 days after the option is exercised if the lessor wants to rely on the breach to prevent the exercise of the option.
- 5. The Law Society of New South Wales is not to be responsible for any loss resulting from the use of this lease as printed whether authorised or not.

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## 15.4 MONTHLY INVESTMENT REPORT - JUNE 2020

ATTACHMENTS:	1. IMPLICATIONS 2. ACTUAL PERFORMANCE AGAINST INVESTMENT POLICY (2019) 3. COUNCIL HOLDINGS AND COUNTERPARTY ANALYSIS
RESPONSIBLE OFFICER:	GREG MCDONALD - CUSTOMER & CORPORATE DIRECTOR
AUTHOR:	STEPHEN NAVEN – CHIEF FINANCIAL OFFICER
CITY STRATEGY OUTCOME:	5.1 – BE HONEST, TRANSPARENT AND ACCOUNTABLE IN ALL THAT WE DO
MEETING DATE:	27 JULY 2020

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### 1. PURPOSE OF REPORT

To provide a report setting out Council's bank balances and investment portfolio performance as at 30 June 2020 under section 625 of the *Local Government Act 1993*.

### 2. OFFICER'S RECOMMENDATION

**That Council receive the Statement of Bank Balances and Investment Holdings as at 30 June 2020.**

### 3. BACKGROUND

The Responsible Accounting Officer must provide Council with a monthly report setting out details of all money that the Council has invested under *Section 625* of the *Local Government Act 1993*.

In accordance with Clause 212 of *Local Government (General) Regulation 2005*, this report must include Certification as to whether or not the Investments have been made in accordance with the Act, the Regulations and Council's *Investment Policy*.

### 4. DISCUSSION

The *Investment Policy* adopted by Council at its meeting on 9 December 2019 applies to all investments from that date.

A summary of Council's holdings as at 30 June 2020 is included in **Attachment 1** (Financial Implications) with details of holdings and counterparty analysis included in **Attachment 3**.

Actual performance against policy settings and budget are included in **Attachment 2**.

The monthly investment report details the interest income for the month and any other relevant information required by Council.

The key financial indicators for Council's investment holdings at 30 June 2020 include:

Combined Bank Balance	\$ 6.9M
Investment Holdings	\$169.0M
Total Cash and Investments	<b>\$175.9M</b>
Return on Investments	1.72%, (1.63% above benchmark of 0.09%) (Refer to <b>Attachment 3</b> – Figure 1).
Actual Interest Return (Month)	\$236K (\$57K under than \$293K budget) (Refer to <b>Attachment 3</b> – Figure 2).
Actual Interest Return (Year to Date)	Actual Year to Date Interest of \$3,530K is \$11K favourable to Year to Date budget of \$3,519K.

### Restricted versus Unrestricted Cash and Investments

Total cash and investments as at 30 June 2020 was \$175.9m. Of this amount, \$163m, or 93% is restricted to be spent on specific purposes. This leaves \$12.9m (7% of total) as unrestricted cash and investments for working capital purposes.

Table 1 shows the breakdown of cash and investments

**Table 1 – Restricted versus unrestricted cash and investments as at 30 June 2020**

Restriction Category	Total cash and investments as at 31 May 2020 (\$'m)	Percentage of Total Portfolio
		%
Internally Restricted	64.6	37
Externally Restricted	98.4	56
Unrestricted	12.9	7
<b>Total</b>	<b>175.9</b>	<b>100</b>

## 5. CONCLUSION

Council's investment holdings at 30 June 2020 have been made in accordance with the *Local Government Act 1993*, *Local Government (General) Regulation 2005*, the *Investment Policy* adopted by Council on 9 December 2019, *Ministerial Investment Order* issued February 2011 and Division of Local Government (as it was then known) *Investment Policy Guidelines* published in May 2010.

## ATTACHMENT 1

<b>IMPLICATIONS</b>	<b>COMMENT</b>
<b>Business Plan Objectives, Outcomes/ Services</b>	5.1 – Be honest, transparent and accountable in all that we do
<b>Policy</b>	This report relates to Council's <i>Investment Policy</i> which safeguards Council's investment portfolio.
<b>Consultation</b>	There is no consultation requirements associated with this report as it is put forward for Councillors for noting under <i>Section 625</i> of the <i>Local Government Act 1993</i> .
<b>Resource</b>	Council's bank balances and investment holdings are managed within existing staff resources within the Finance Unit.
<b>Risk</b>	Investments in this report have been considered in light of adopted risk management guidelines around the preservation of capital, diversification, market interest rates, liquidity and maturity risks.
<b>Legal</b>	There are no legal considerations associated with this report.
<b>Legislation</b>	<p>The Responsible Accounting Officer must provide Council with a monthly report setting out details of all money that the Council has invested under <i>Section 625</i> of the <i>Local Government Act 1993</i>.</p> <p>In accordance with Clause 212 of <i>Local Government (General) Regulation 2005</i>, this report must include Certification as to whether or not the Investments have been made in accordance with the Act, the Regulations and Council's <i>Investment Policy</i>.</p>
<b>Budget/ Financial</b>	<p>The monthly investment report details the interest income for the month and any other relevant information required by Council.</p> <p>Council's Cash and Investments holdings at 30 June 2020 were \$175.9M and Interest returns are on track to exceed the annual budget of \$3.5M.</p>

## ATTACHMENT 2

Actual Performance against Investment Policy Settings and Budget is detailed below:

**Figure 1 - Maximum hold of a class/mix of investments as a % of total portfolio**

Long Term Rating (S&P or equivalent)	Short Term Rating (S&P or equivalent)	Portfolio Maximum %	Actual Allocation this month %
AAA to AA +/-	A1+	100	42
A +/-	A1	70	17
BBB +/	A2	40	37
BBB -	A3	10	0
Unrated	Unrated	8	5

Credit Risk refers to the risk of loss due to the insolvency of an institution or institutions that Council is investing funds with. To ensure that Credit Risk is minimised, Council relies on external rating agencies (such as Standard and Poors Global Rating) and sets targets for each rating class (with a higher proportion of the portfolio in higher rated / less risky classes and lower amounts in lower credit classes).

Figure 1 shows that this month Council's portfolio meets policy requirements as the percentage of investments in each credit class is equal to or lower than the policy prescribed maximums.

**Figure 2 - Maximum exposure to a single financial institution as a % of total portfolio**

Long Term Rating (S&P or equivalent)	Short Term Rating (S&P or equivalent)	Institution Maximum %	Actual Allocation this month %
AAA to AA +/-	A1+	30	19
A +/-	A1	10	7
BBB +/	A2	10	9
BBB-	A3	4	0
Unrated	Unrated	3	2

In addition to minimising credit risk by concentrating investments in highly rated institutions (Figure 1), Council also needs to ensure that exposure to loss from one single organisation (counterparty risk) is minimised. The policy therefore prescribes maximum percentage targets for amounts invested in a single institution.

Figure 2 shows that this month Council's investment portfolio meets policy requirements as exposure to single entities is equal to or lower than the policy prescribed maximums.



**Figure 3 – Interest Rate Comparison for 30 June 2020**

<u>Description</u>	<u>Average Interest Rate</u>
Council Portfolio	<u>1.72%</u>
Benchmark – Bloomberg AUSBond Bank Bill Index	<u>0.09%</u>
Above Benchmark Return	<u>1.63%</u>

Figure 3 shows the average interest rate achieved by Council on its investment portfolio compared with the average Bloomberg AUSBond Bank Bill Index for the month. Council's return has outperformed the benchmark by 1.63%.

**Figure 4 – Investment Return for 30 June 2020**

<u>Description</u>	<u>Interest Achieved (\$K: \$000's)</u>
Council Actual Interest Return	\$236K
Budgeted Return	<u>\$293K</u>
Under Budgeted Return	<u>\$57K</u>

Figure 4 provides a comparison of the actual interest return on investments for the month with the budget and shows that the monthly return is \$57K under than budget.

LIST OF INVESTMENTS	Credit Rating	FRN /TD	Investment Amount \$	Return % p.a.	Monthly Income \$	Investment Date	Mature & Reset Date	Period/ Matur. Date
<b>Investments that matured during the month:</b>								
Westpac Bank (7775717)	A1+	TD	2,000,000	2.10%	345	6/06/2019	4/06/2020	Matured
Westpac Bank (7775721)	A1+	TD	2,000,000	2.10%	1,151	6/06/2019	11/06/2020	Matured
Maitland Mutual Building Society (42795)	Unrated	TD	2,000,000	1.65%	1,537	14/11/2019	18/06/2020	Matured
Police Credit Union (42796)	Unrated	TD	1,000,000	1.65%	768	14/11/2019	18/06/2020	Matured
<b>Current Investments:</b>								
Westpac Bank (7957285)	A1+	TD	2,000,000	1.46%	2,400	5/12/2019	2/07/2020	0-3 mths
National Australia Bank ( 10641654)	A1+	TD	1,000,000	1.90%	1,562	18/07/2019	16/07/2020	0-3 mths
ME Bank ( 42803)	A2	TD	2,000,000	1.58%	2,597	14/11/2019	23/07/2020	0-3 mths
Bendigo and Adelaide Bank (43454)	A2	TD	1,000,000	1.60%	1,315	19/12/2019	23/07/2020	0-3 mths
Bank Australia (41065)	A2	TD	2,000,000	1.80%	2,959	8/08/2019	6/08/2020	0-3 mths
National Australian Bank (291303289)	A1+	TD	2,000,000	1.65%	2,712	15/08/2019	14/08/2020	0-3 mths
Westpac Bank (7951849)	A1+	TD	4,000,000	1.60%	5,260	22/08/2019	20/08/2020	0-3 mths
Commonwealth Bank ( 1970)	A1+	TD	2,000,000	1.60%	2,630	22/08/2019	20/08/2020	0-3 mths
Commonwealth Bank ( 1971)	A1+	TD	2,000,000	1.60%	2,630	22/08/2019	20/08/2020	0-3 mths
Bank of QLD (152925)	BBB+	TD	2,000,000	2.90%	4,767	30/08/2018	27/08/2020	0-3 mths
Westpac Bank (7966417)	A1+	TD	3,000,000	1.58%	3,896	29/08/2019	27/08/2020	0-3 mths
Commonwealth Bank ( 1973-1)	A1+	TD	2,000,000	1.55%	2,548	29/08/2019	27/08/2020	0-3 mths
National Australian Bank (41354)	AA-	TD	3,000,000	1.55%	3,822	29/08/2019	27/08/2020	0-3 mths
National Australia Bank (41556)	A1+	TD	3,000,000	1.60%	3,945	5/09/2019	3/09/2020	4 mths
Maitland Mutual Building Society ( 34654)	Unrated	TD	2,000,000	3.00%	4,932	6/09/2018	10/09/2020	4 mths
Westpac Bank (7995906)	A1+	TD	2,000,000	1.68%	2,762	12/09/2019	10/09/2020	4 mths
Australian Military Bank (43298)	A2	TD	1,000,000	1.70%	1,397	12/12/2019	10/09/2020	4 mths
National Australia Bank (41694)	A1+	TD	3,000,000	1.68%	4,142	12/09/2019	17/09/2020	4 mths
National Australia Bank (41852)	A1+	TD	4,000,000	1.65%	5,425	19/09/2019	17/09/2020	4 mths
National Australia Bank ( 42170)	A1+	TD	1,000,000	1.45%	1,192	10/10/2019	8/10/2020	5 mths
National Australia Bank ( 10660418)	A1+	TD	1,000,000	1.48%	1,216	17/10/2019	15/10/2020	5 mths
Bank of QLD (176246)	A2	TD	1,000,000	1.55%	1,274	17/10/2019	22/10/2020	5 mths
Rural Bank ( 43678)	A2	TD	2,000,000	1.60%	2,630	9/01/2020	12/11/2020	6 mths
Macquarie Bank (44995)	A1	TD	2,000,000	1.65%	2,712	12/03/2020	12/11/2020	6 mths
Defence Bank (43694)	A2	TD	2,000,000	1.60%	2,630	10/01/2020	19/11/2020	6 mths
Police Credit Union -Reg (36015)	Unrated	TD	1,000,000	3.07%	2,523	22/11/2018	26/11/2020	6 mths
Defence Bank (36024)	BBB	TD	1,000,000	3.05%	2,507	22/11/2018	26/11/2020	6 mths
Credit Union Australia ( 36229)	BBB	TD	2,000,000	3.00%	4,932	5/12/2018	3/12/2020	7 mths
Westpac Bank (8180542)	A1+	TD	4,000,000	1.45%	4,767	5/12/2019	3/12/2020	7 mths
Australian Military Bank (43301)	A2	TD	2,000,000	1.65%	2,712	12/12/2019	10/12/2020	7 mths
Westpac Bank (8198291)	A1+	TD	3,000,000	1.48%	3,649	13/12/2019	10/12/2020	7 mths
AMP Bank ( 415527977)	A-	TD	1,000,000	2.15%	1,767	4/07/2019	17/12/2020	7 mths
ING Bank (43681)	A	TD	2,000,000	1.65%	2,712	9/01/2020	7/01/2021	8 mths
Police Credit Union SA (43801)	Unrated	TD	2,000,000	1.80%	2,959	16/01/2020	14/01/2021	8 mths
ING Bank (43802)	A	TD	1,000,000	1.65%	1,356	16/01/2020	14/01/2021	8 mths
ING Bank (43968)	A	TD	3,000,000	1.65%	4,068	23/01/2020	21/01/2021	8 mths
AMP Bank ( 941635682)	A2	TD	1,000,000	2.00%	1,644	1/08/2019	28/01/2021	9 mths
National Australia Bank ( 10683930)	A1+	TD	2,000,000	1.50%	2,466	6/02/2020	4/02/2021	9 mths
ING Bank (44220)	A1	TD	2,000,000	1.65%	2,712	6/02/2020	4/02/2021	9 mths
AMP Bank (44518)	A2	TD	2,000,000	1.70%	2,795	20/02/2020	18/02/2021	9 mths
ING Bank (656367)	A1	TD	1,000,000	1.60%	1,315	27/02/2020	25/02/2021	9 mths
National Australia Bank ( 5113146)	A1+	TD	2,000,000	1.30%	2,137	5/03/2020	4/03/2021	10 mths
Defence Bank (38302)	A2	TD	2,000,000	3.00%	4,932	6/03/2019	11/03/2021	10 mths
ING Bank ( 662834)	A1	TD	2,000,000	1.40%	2,301	12/03/2020	11/03/2021	10 mths
Macquarie Bank (44996)	A1	TD	2,000,000	1.40%	2,301	12/03/2020	11/03/2021	10 mths
Police Credit Union ( 72715)	Unrated	TD	1,000,000	2.90%	2,384	15/03/2019	18/03/2021	10 mths
Defence Bank (45132)	A2	TD	2,000,000	1.80%	2,959	19/03/2020	18/03/2021	10 mths
Macquarie Bank (220421)	A1	TD	2,000,000	1.75%	2,877	23/04/2020	22/04/2021	10 mths
Defence Bank (39246) (Reg)	A2	TD	2,000,000	2.45%	4,027	2/05/2019	6/05/2021	11 mths
Macquarie Bank ( 290121)	A1	TD	3,000,000	1.30%	3,205	7/05/2020	6/05/2021	11 mths
Macquarie Bank (200521)	A1	TD	3,000,000	1.25%	3,082	14/05/2020	6/05/2021	11 mths
Bank of QLD (257331)	A2	TD	2,000,000	1.40%	2,301	7/05/2020	13/05/2021	11 mths
Bank of QLD (257368)	A2	TD	3,000,000	1.40%	3,452	7/05/2020	13/05/2021	11 mths
Westpac Bank (7790016)	A1+	TD	2,000,000	2.00%	3,288	13/06/2019	17/06/2021	12 mths
AMP Bank (933190886)	A-	TD	2,000,000	2.20%	3,616	21/06/2019	17/06/2021	12 mths
AMP Bank (649688512)	A-	TD	1,000,000	2.20%	1,808	20/06/2019	24/06/2021	12 mths
National Australia Bank (46613)	AA-	TD	2,000,000	1.00%	1,644	28/05/2020	15/07/2021	>12 mths
National Australia Bank (46489)	AA-	TD	2,000,000	1.01%	1,660	21/05/2020	22/07/2021	>12 mths
Bank Australia (41066)	BBB	TD	2,000,000	1.85%	3,041	8/08/2019	12/08/2021	>12 mths
Bank of QLD ( 173034)	BBB	TD	2,000,000	1.75%	2,877	15/08/2019	19/08/2021	>12 mths
Commonwealth Bank ( 1972)	AA-	TD	2,000,000	1.55%	2,548	22/08/2019	19/08/2021	>12 mths
Bank of QLD ( 173824)	BBB+	TD	2,000,000	1.75%	2,877	29/08/2019	26/08/2021	>12 mths
Westpac Bank (7966434)	AA-	TD	2,000,000	1.51%	2,482	29/08/2019	26/08/2021	>12 mths
Commonwealth Bank ( 1973)	AA-	TD	2,000,000	1.49%	2,449	29/08/2019	26/08/2021	>12 mths
Australian Military Bank (41254)	A2	TD	1,000,000	1.71%	1,405	22/08/2019	26/08/2021	>12 mths
Westpac Bank ( 7966480)	AA-	TD	3,000,000	1.51%	3,723	29/08/2019	2/09/2021	>12 mths
ME Bank ( 41352)	BBB+	TD	2,000,000	1.55%	2,548	29/08/2019	3/09/2021	>12 mths
Auswide Bank (41540)	BBB+	TD	2,000,000	1.80%	2,959	5/09/2019	9/09/2021	>12 mths
Westpac Bank (8000620) (REG)	AA-	TD	2,000,000	1.67%	2,745	13/09/2019	16/09/2021	>12 mths
Auswide Bank (41697)	BBB+	TD	2,000,000	1.75%	2,877	12/09/2019	16/09/2021	>12 mths
Australian Military Bank ( 41849)	BBB+	TD	2,000,000	1.80%	2,959	19/09/2019	23/09/2021	>12 mths
Auswide Bank (42057)	BBB+	TD	3,000,000	1.70%	4,192	3/10/2019	7/10/2021	>12 mths
Westpac Bank ( 8119978)	AA-	TD	2,000,000	1.62%	2,663	8/11/2019	11/11/2021	>12 mths
AMP Bank ( 653244327) (REG)	A-	TD	1,050,963	1.55%	1,339	14/05/2020	18/11/2021	>12 mths
Auswide Bank (44222)	BBB	TD	2,000,000	1.70%	2,795	6/02/2020	3/02/2022	>12 mths
Auswide Bank (197597)	BBB	TD	2,000,000	1.75%	2,877	13/02/2020	17/02/2022	>12 mths
Bank of QLD (227914)	A2	TD	2,000,000	1.60%	2,630	20/02/2020	17/02/2022	>12 mths
Auswide Bank (44840)	A2	TD	2,000,000	1.65%	2,712	5/03/2020	10/03/2022	>12 mths
Defence Bank ( 46617)	BBB	TD	2,000,000	1.20%	1,973	28/05/2020	2/06/2022	>12 mths
Westpac Bank - Green Tailored Deposit (7553241)	AA-	TD	1,000,000	2.77%	2,277	28/02/2019	1/03/2024	>12 mths
<b>Current Investments - "New and Rollover" made during the month:</b>								
National Australia Bank ( 10703893)	A1+	TD	2,000,000	1.00%	1,479	4/06/2020	10/06/2021	12 mths
Bank of QLD ( 267625)	BBB+	TD	2,000,000	1.25%	1,849	4/06/2020	7/04/2022	22 mths
Westpac Bank ( 8601107)	AA-	TD	2,000,000	1.00%	1,096	11/06/2020	14/10/2021	16 mths
Maitland Mutual Building Society (47111)	Unrated	TD	2,000,000	1.30%	926	18/06/2020	16/06/2022	24 mths
National Australia Bank ( 47118)	A1+	TD	1,000,000	1.00%	356	18/06/2020	17/06/2021	12 mths

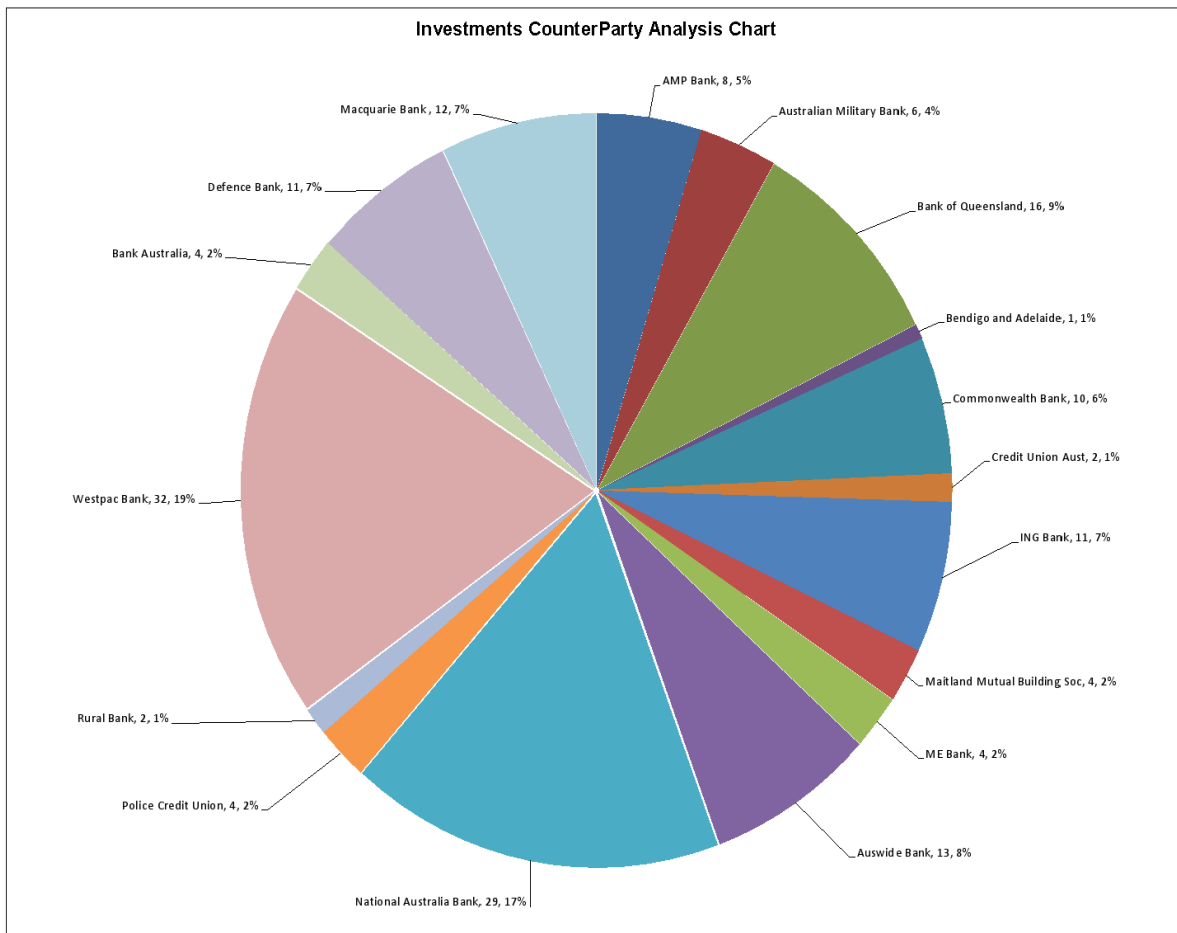
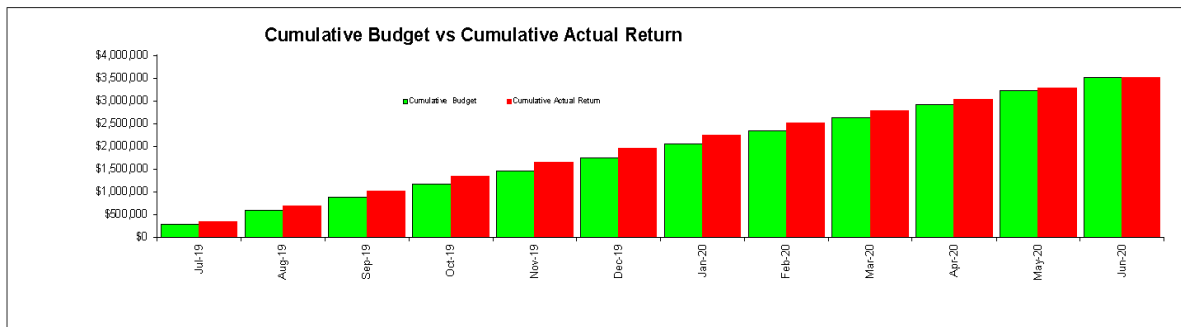
LIST OF INVESTMENTS	Credit Rating	FRN /TD	Investment Amount \$	Return % p.a.	Monthly Income \$	Investment Date	Mature & Reset Date	Period/ Matur. Date
Total Current Investments, Monthly Interest and Weighted Return		Inv	169,050,963	1.72%	234,672			
Other Cash and Monthly Interest (11am STMM)		Cash	6,927,307		1,363			
<b>Total Cash &amp; Investments</b>			<b>175,978,270</b>		<b>236,035</b>			
Benchmark: Bloomberg AUSBond Bank Bill Index				0.09%				
Investments Margin above Benchmark				1.63%				

Investments Maturity Period	0-3 Months	4-12 Months	> 12 Months	Total \$	chk s/be 0
Amount	28,000,000	88,000,000	53,050,963	169,050,963	0
% of Total	16.6%	52.1%	31.4%	100%	

Cash & Investments Return:	Budget \$	Actual \$	Var. \$
Current Month	293,284	236,035	- 57,249
Year to Date	3,519,414	3,530,199	10,785



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## 15.5 COUNCILLOR ATTENDANCE AT LGNSW ANNUAL CONFERENCE 2020

<b>ATTACHMENTS:</b>	<b>1. IMPLICATIONS 2. DRAFT PROGRAM AS AT 16 JULY 2020</b>
<b>RESPONSIBLE OFFICER:</b>	<b>GREG MCDONALD – CUSTOMER &amp; CORPORATE DIRECTOR</b>
<b>AUTHOR:</b>	<b>SHERRYN WILLIAMS - GOVERNANCE TEAM LEADER</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>5.1 – BE HONEST, TRANSPARENT AND ACCOUNTABLE IN ALL THAT WE DO</b>
<b>MEETING DATE:</b>	<b>27 JULY 2020</b>

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### 1. PURPOSE OF REPORT

To nominate Councillor delegates and observers to attend the Local Government NSW (LGNSW) Annual Conference.

### 2. OFFICER'S RECOMMENDATION

That Council:

- 1. Nominate up to five Councillors as voting delegates to attend the Local Government NSW 2020 Annual Conference, being held on the 22 to 24 November 2020.**
- 2. Nominate other interested Councillors to attend the Conference as observers.**
- 3. Consider, at the 14 September 2020 Council meeting, motions to be submitted for debate at the LGNSW Annual Conference.**

### 3. BACKGROUND

LGNSW is the industry association for NSW councils and the Annual Conference is its annual policy-making forum. The Conference is the pre-eminent event of the local government year where local councillors come together to share ideas and debate issues that help shape the way councils operate.

Council has over the years supported representation at the Conference, most recently resolving in June 2019 to nominate five Councillors as voting delegates to attend.

### 4. DISCUSSION

This year the LGNSW 2020 Annual Conference will be held from Monday 23 November to Tuesday 24 November 2020 at the Crowne Plaza Hunter Valley and a detailed Conference program is not yet available however the draft program as at 16 July 2020 is provided in **Attachment 2**. Assurance has been provided that the conference will be following the government guidelines on safe events and social distancing.

**Delegates and observers**

The Conference will involve two types of voting: delegates will vote on motions which determine the policies and priorities for LGNSW and the sector, and eligible delegates will vote in elections for the LGNSW Office Bearers and Board.

Willoughby City Council is eligible to send five delegates (Councillors) with voting rights to vote in business sessions and to vote in Board elections. Other Councillors may attend as observers.

**Motions**

Councils can submit motions for consideration at the Conference; these must be consistent with the objectives of LGNSW and be supported by evidence.

LGNSW requests that motions be submitted by Monday 28 September 2020. A report will be provided to the Council meeting of the 14 September 2020 to seek endorsement of motions for submission. Prior to the presentation of the report, Councillors will be contacted by the Governance Unit to seek details of motions for submission.

**5. CONCLUSION**

By attending the LGNSW Annual Conference, Councillors will participate in the key policy setting venue of the local government industry association in the State.

## ATTACHMENT 1

<b>IMPLICATIONS</b>	<b>COMMENT</b>
<b>City Strategy Outcome</b>	5.1 – Be honest, transparent and accountable in all that we do
<b>Business Plan Objectives, Outcomes / Services</b>	Attendance at LGNSW conference is an opportunity for Councillors to participate in the annual policy-setting forum of the peak industry body.
<b>Policy</b>	The LGNSW Conference is included in the annual program of conferences in <i>Council's Provision of Facilities and Payment of Expenses Policy</i> . Councillors are eligible to attend the conference, subject to Council selecting by resolution which of its members will attend.
<b>Consultation</b>	No consultation is required as a report is presented to Council to consider nomination of delegates and observers.
<b>Resource</b>	The Governance Unit has carriage of facilitation of Councillor attendance and the submission of motions.
<b>Risk</b>	Councillor attendance at this event is an opportunity to participate in policy setting.
<b>Legal</b>	There are no legal issues associated with this report.
<b>Legislation</b>	There is no legislation associated with this report.
<b>Budget/Financial</b>	Fees and associated costs of attendance are within an approved budget.



## ATTACHMENT 2

## Local Government NSW Annual Conference 2020

Sunday 22 November – Tuesday 24 November 2020

Main conference venue: Crowne Plaza Hunter Valley, 430 Wine Country Drive, Lovedale NSW 2325

Theme: Growing Community Resilience

### DRAFT PROGRAM (as of 16 July 2020)

PRE – OPENING OF CONFERENCE, OPTIONAL WORKSHOPS AND SPECIAL EVENTS	
SUNDAY 22 NOVEMBER 2020, CROWNE PLAZA HUNTER VALLEY	
1.00pm – 7.00pm	Registration opens at the Galleria, Conference and Events Centre
1.30pm – 3.00pm	<p>1. Presentation Panel: Semillon 1</p> <p><b>Cooling Our Cities</b></p> <ul style="list-style-type: none"> <li>• <b>Dr Sebastian Pfautsch</b>, Senior Research Fellow – Western Sydney University, Climate and environmental changes</li> <li>▪ <b>Rod Simpson</b>, Environment Commissioner, Greater Sydney Commission (invited)</li> <li>▪ <b>Dr Rebecca Huntley</b>, Principal Consultant, Vox Populi Research</li> </ul>
1.30pm – 3.00pm	<p>2. Workshop: Semillon 2</p> <p><b>Leading a Safe Organisation:</b> The roles and responsibilities of councils to lead in child protection &amp; domestic violence prevention presented by the Office of the Children's Guardian and Domestic Violence (DVNSW)</p> <p><b>and</b></p> <p><b>Collaborating for Informed Decision Making</b> presented by <b>Maire Sheehan</b>, Facilitator, Educator and former mayor and councillor</p>
1.30pm – 3.00pm	<p>3. Workshop: Semillon 3</p> <p><b>Population migration panel session</b> facilitated by <b>Cr Dai Le</b>, LGNSW Board Member. A facilitated panel session on population shifts, migration and successful refugee resettlement. Panel presentations will be followed by a 30 minute question and answer session.</p> <p>Panel members:</p> <ul style="list-style-type: none"> <li>• Multicultural NSW (MNSW)</li> <li>• Settlement Services International (SSI)</li> </ul>
1.30pm – 2.30pm	<p>4. Presentation: The Verdelho Room</p> <p><b>"It's a jungle out there. Biosecurity can bite. Are you ready for it?"</b>  <b>Nicola Dixon</b>, Development Officer, Community Weeds Management Invasive Species Biosecurity, and <b>Ian Turnbull</b>, Invasive Species Officer, Department of Planning, Industry and Environment</p>



2.00pm – 3.00pm	Bus transfers begin departing from select hotels going to Crowne Plaza Hunter Valley for the Ministers sessions and the welcome reception
3.00pm – 5.00pm	<p>The Galleria, Conference and Events Centre, Cabernet Merlot Room</p> <p><b>Meet the Politicians Forum</b> with Masters of Ceremony: <b>Cr Linda Scott, President</b> and <b>Scott Phillips</b>, CE, LGNSW</p> <p>Addresses from:</p> <ul style="list-style-type: none"> <li>• <b>The Hon Shelley Hancock MP</b>, Minister for Local Government</li> <li>• <b>Ms Jodi McKay</b>, Leader of the Opposition</li> </ul> <p>Followed by the <b>Politicians' panel</b>:</p> <ul style="list-style-type: none"> <li>• <b>The Hon Shelley Hancock MP</b>, Minister for Local Government</li> <li>• <b>The Hon Melinda Pavey MP</b>, Minister for Water, Property and Housing</li> <li>• <b>Mr David Shoebridge, MLC</b></li> <li>• <b>Mr Greg Warren MP</b>, Shadow Minister for Local Government</li> <li>• <b>The Hon John Barilaro MP</b>, Deputy Premier and Minister for Regional NSW Trade and Industry (invited)</li> <li>• <b>The Hon Adam Marshall MP</b>, Minister for Agriculture and Western NSW</li> </ul> <p><b>Presentation of the AR Bluett Awards by the Trustees</b></p> <p>This session is optional. Attendance is free to members registered to attend the conference. RSVPs are required as part of the conference registration.</p>

#### CONFERENCE OPENS – WELCOME RECEPTION

#### SUNDAY 22 NOVEMBER 2020, POOLSIDE AT CROWNE PLAZA HUNTER VALLEY

5.00pm – 8.00pm	<p>President's Welcome Reception:</p> <ul style="list-style-type: none"> <li>• Welcome by Master of Ceremonies <b>Cr Bob Pynsent</b>, Mayor, Cessnock City Council</li> <li>• Address by <b>Cr Linda Scott</b>, President, LGNSW</li> <li>• Sponsor address by <b>Chair</b>, Statewide Mutual</li> </ul> <p>Registration will be available at this event.</p>
From 7.30pm	Bus transfers back to conference hotels to commence

#### MONDAY 23 NOVEMBER 2020 – Business Session Day 1, Crowne Plaza Hunter Valley

7.30am – 5.00pm	Registration opens at the Galleria, Conference and Events Centre
8.00am – 4.00pm	Trade exhibition opens at the Exhibition Centre and Sauvignon Room Delegate Lounge opens for networking
8.45am	Doors open for official conference proceedings Distribution of voting materials and electronic handsets
9.05am – 9.10am	Conference introduction by <b>Scott Phillips</b> , Chief Executive, LGNSW

9.10am – 9.15am	Welcome to Country
9.15am – 11.00am	Address by <b>Cr Linda Scott</b> , President, LGNSW  Opening of the Federal Conference including demonstration of voting units, adoption of standing orders, presentation of the auditor's report, general financial report and operating report to members, business session and consideration of motions.  Opening of the State Conference including adoption of standing orders, presentation of the auditor's report, general financial report and operating report to members, business sessions, and consideration of motions.  Chaired by <b>Cr Linda Scott</b>
11.00am – 11.30am	Morning tea in trade exhibition, sponsored by <b>Local Government Super</b>
11.30am – 1.00pm	Consideration of conference business continued, chaired by LGNSW President
1.00pm – 2.00pm	Lunch in trade exhibition, sponsored by <b>Local Government Super</b>
1.00pm – 2.00pm	<b>StateCover</b> General Manager's Lunch - Semillon 1 and 2, Level 2 (exclusive to GMs)
2.00pm – 2.05pm	Distinguished sponsor topic by <b>Local Government Super</b>
2.00pm – 3.30pm	Consideration of conference business continued, chaired by LGNSW President
3.30pm – 4.00pm	Afternoon tea in trade exhibition
4.00pm – 5.00pm	Consideration of conference business continued, chaired by LGNSW President  Collection of all electronic handsets and motions voting cards
5.00pm	Conference business session closes
5.30pm – 6.00pm	Transfer buses begin departing for the conference hotels
7.00 pm – 7.30pm	Transfer buses to pick up from designated hotels, going to Hope Estate
<b>Conference Dinner at Hope Estate, 2213 Broke Road, Pokolbin NSW 2320</b>	
7.30pm	<b>StateCover</b> sponsor address
8.00pm	LGNSW President and Elite Sponsor present Outstanding Service Awards to elected members
8.30pm	Dinner and entertainment begins
10.00pm	Transfer buses to begin departing back to conference hotels
11.00pm	Dinner ends
<b>TUESDAY 24 November 2020 – Business Session Day 2, Crowne Plaza Hunter Valley</b>	

7.30am – 5.00pm	Registration opens at the Galleria, Conference and Events Centre
7.30am – 8.45am	Semillon 1 and 2 Australian Local Government Women's Association (ALGWA NSW) Breakfast "Big Expectations: how to make a difference and why community is important" Panel guest speakers: <b>The Shahrouk Sisters</b> , facilitated by <b>Ellen Fanning</b>
8.00am – 4.00pm	Trade exhibition opens, The Exhibition Centre and Sauvignon Room Delegate Lounge opens for networking
8.45am	Doors open for conference official proceedings Distribution of voting materials and electronic handsets if required
9.00am	Introduction by <b>Ellen Fanning</b> , Master of Ceremonies
9.05am – 9.30am	Keynote address: Building resilience through partnerships. Presented by Commissioner of Resilience NSW, <b>Shane Fitzsimmons</b>
9.30am – 9.35am	Planning sponsor address by <b>Resilience NSW</b>
9.35am – 10.30am	Opening Keynote Panel: Recovery and Resilience: local strategies and actions to prepare for, recover from and build resilience to disasters and crisis. <ul style="list-style-type: none"> <li>• <b>Leanne Barnes OAM</b>, GM, Bega Shire Council</li> <li>• <b>Mick Willing</b>, NSW Assistant Police Commissioner, Bushfire Recovery (invited)</li> <li>• <b>Suzie Wright</b>, Vice Chair, Governance, Greater Sydney Landcare network, regarding strategies to manage bushfires moving forward (invited)</li> <li>• <b>James McTavish</b>, NSW Cross Border Commissioner, Department of Planning, Industry and Environment (invited)</li> </ul>
10.30am – 11.00am	Morning tea in trade exhibition, sponsored by <b>Landcom</b>
11.00am – 11.05am	Distinguished sponsor address by <b>Landcom</b>
11.05 – 11.20am	Address from <b>Cr Linda Scott</b> , President, LGNSW, on Association Initiatives
11.20am – 11.30am	Treasurer's report, <b>Cr Jerome Laxale</b> , Treasurer, LGNSW
11.30am – 12.30pm (one hour)	Presentation: <b>Panel Regional Services: 'Regional renaissance: how to help regional communities bounce back and thrive in a post pandemic world'</b> <ul style="list-style-type: none"> <li>▪ <b>The Hon Mark Coulton MP</b>, Minister Regional Health, Regional Communications and Local Government</li> <li>▪ <b>The Hon Jason Clare MP</b>, Shadow Minister for Regional Services, Territories and Local Government</li> <li>▪ <b>Brendan Nelson</b>, CEO Regional Growth, Department of Regional NSW (invited)</li> </ul>

12.30pm – 1.00pm (30 mins)	Presentation: <b>Craig Foster</b> , Former Socceroo, Broadcaster, Adjunct Professor of Sport & Social Responsibility and Humanist presents 'Tapping into the Here and Now: Social and Community Strength'
1.00pm – 1.05pm	Distinguished sponsor topic
1.05pm – 2.00pm	Lunch in trade exhibition, sponsored by <b>Landcom</b>
2.05pm – 3.05pm	Closing Address: <b>Dr Norman Swan</b> , Medical & Health Broadcaster, Host, Health Report ABC RN, Commentator & Journalist ABC TV, cofounder Tonic Health Media, presents Control is the Source of Community Resilience.  How can systems and organisations acknowledge and allow for individual and community control?
3.05pm – 3.15pm	Close of conference, <b>Cr Linda Scott</b> , LGNSW President
3.15pm – 3.45pm	Afternoon tea in trade exhibition

*This program is correct at the time of publication; speakers and program details may have changed due to unforeseen circumstances.*

**PLANNING & INFRASTRUCTURE DIRECTORATE****15.6 PLANNING PROPOSAL - 7 WESTBOURNE AVENUE AND 12 FREDERICK STREET ST LEONARDS (PP2018/11)**

<b>ATTACHMENTS:</b>	<b>1. IMPLICATIONS 2. DETAILED ASSESSMENT 3. REVISED PLANNING PROPOSAL 4. COUNCIL REPORT 27 JUNE 2016 5. PROPOSED VPA LETTER OF OFFER 6. WLPP – RECORD OF ADVICE (ATTACHMENTS 2-6 TO BE DISTRIBUTED SEPARATELY)</b>
<b>RESPONSIBLE OFFICER:</b>	<b>CHRIS BINNS – ACTING PLANNING &amp; INFRASTRUCTURE DIRECTOR</b>
<b>AUTHOR:</b>	<b>IAN SHILLINGTON – STRATEGIC PLANNER</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>3.4 – CREATE DESIRABLE PLACES TO BE AND ENJOY</b>
<b>MEETING DATE:</b>	<b>27 JULY 2020</b>

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**1. PURPOSE OF REPORT**

To provide Council with an assessment and recommendation not to support a Planning Proposal (PP 2018/011) to allow additional permitted uses including low cost housing in the industrial area at 7 Westbourne Avenue and 12 Frederick Street, St Leonards.

**2. OFFICER'S RECOMMENDATION**

That Council:

- 1. Not support the Planning Proposal and draft amendments to Willoughby Local Environmental Plan 2012 to rezone 7 Westbourne Avenue and 12 Frederick Street, St Leonards (being lots 1 and 2 DP 1239553) to allow for additional uses including low cost housing with a Floor Space Ratio up to 4.5:1 and maximum height limit ranging from 46.5m (RL 122.00) to 63.3m (RL 140.00).**
- 2. Endorse provision of advice to the proponent that an alternative Planning Proposal to amend Willoughby Local Environmental Plan 2012 allowing “hospital” use with a Floor Space Ratio up to 4.5:1 and Willoughby Development Control Plan for 12 Frederick Street, St Leonards (being Lot 2 DP 1239553) could be supported for public exhibition.**

**3. BACKGROUND**

A previous Planning Proposal for the entire 2.6 Hectare site (the parent lot) was considered by Council on 14 March 2016. The proposal comprised rezoning the parent lot from IN1 General Industrial to B4 Mixed Use with an increase in Floor Space Ratio from 1.5:1 to 3:1. The resultant development was intended to include a private health service facility, direct factory outlet and commercial office / serviced apartments.

At the Meeting of 14 March, 2016, Council resolved:

*“That Council:*

- 1. not support the Planning Proposal to rezone the land at 12 Frederick Street, St Leonards from IN1 General Industrial to B4 Mixed Use and an increase in the Floor Space Ratio to 3:1, as it is premature to proceed prior to the completion of state and local studies currently being prepared for the St Leonards / Artarmon area;*
- 2. not proceed to Gateway Determination for the Planning Proposal;*
- 3. notifies the applicant of Council’s decision.*

A further Planning Proposal has been considered by Council on 27 June 2016 for the southern part of the site. At this meeting Council resolved the following:

*That Council:*

- 1. Support the Planning Proposal and draft amendments to Willoughby Local Environmental Plan 2012 allowing “hospital” use with a Floor Space Ratio up to 3:1 and Willoughby Development Control Plan for 12 Frederick Street, St Leonards (being Lot 1 and Lot 2 DP 591747) for public exhibition.*
- 2. Forward the Planning Proposal to the Department of Planning and Environment seeking a Gateway Determination under Section 56 of the Environmental Planning and Assessment Act 1979.*
- 3. Request the applicant to submit a Stage 3 Remedial Action Plan prior to the exhibition of the Planning Proposal.*
- 4. Advise the Department of Planning and Environment that the Planning Manager, Mr Ian Arnott be nominated as delegate to process and finalise the Planning Proposal.”*

A copy of the Council report is at **Attachment 4**. The Planning Proposal was gazetted by the State Government on 23 March 2018.

On 29 June 2017, Council granted consent for the subdivision of the site to create lots 1 and 2 DP 1239553. State Significant Development consents have been granted for the North Shore Health Hub (Stage 1) on lot 1 DP 1239553 which is currently under construction.

In December 2018 the applicant submitted to Council a planning proposal for both Lots 1 and 2 DP 1239553 to rezone the site from IN1 General Industrial to B7 Business Park to allow for an expansion of medical and associated research, education and retail uses and including a “medi-hotel”. Following discussions with officers from both Council and the Department of Planning, Industry and Environment on the merits of the proposal, the applicant has now submitted an amended proposal for additional permitted uses which is the subject of this report.

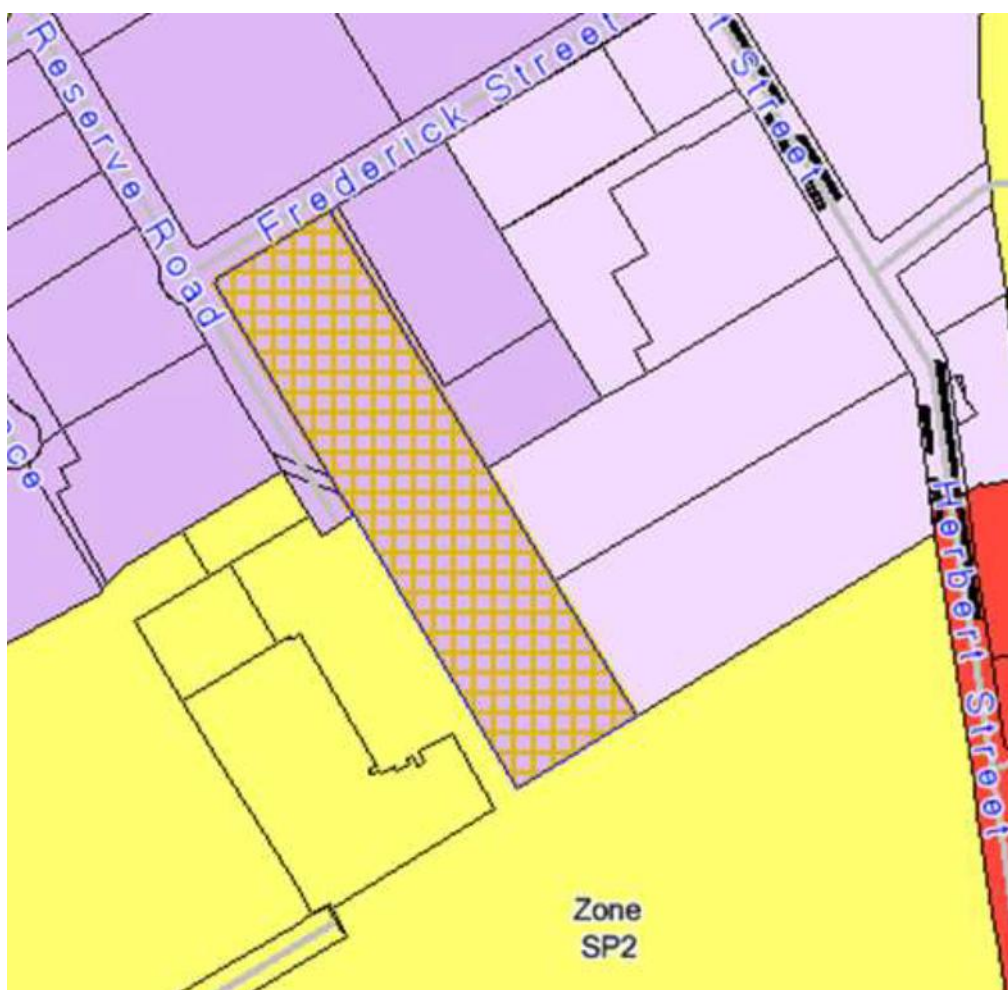
A copy of the revised planning proposal submitted by the applicant is at **Attachment 3**. The planning proposal is accompanied by an offer to enter a Voluntary Planning Agreement with Council which can be considered separately by Council if the PP is supported to proceed to Gateway.

This report outlines the concerns with the wide range of uses proposed for this industrially zoned site which extend beyond health uses to include residential and commercial uses more appropriate in a mixed use centre. It recommends such a change not be supported.

#### 4. DISCUSSION

7 Westbourne Avenue and 12 Frederick Street, St Leonards Are located in the Artarmon Industrial Area adjoining the Royal North Shore Hospital. The entire area (lots 1 and 2 DP 1239553) is 2.6 Hectares and is bound by Frederick Street to the north, Reserve Road to the west and Westbourne Street to the south. It is shown brown with cross-hatching on the location plan (**Figure 1**) and is referred to as the subject site.

**Figure 1 Location Plan**



The Planning Proposal seeks to amend the *Willoughby Local Environmental Plan (LEP) 2012* by amending the following for the subject site:

- Proposed maximum height limit ranging from 46.5m (RL 122.00) to 63.3m (RL 140.00) across the site.
- Maximum 4.5:1 for the northern part of the site (Lot 2) while retaining 3:1 on the southern part of the site (Lot 1).
- Amend Schedule 1 of the Willoughby LEP for the subject site to allow for additional uses including low cost housing

- This is to include the southern part of the site which was subject to a recent Schedule 1 amendment to permit “hospital” as an additional permitted use.
- Allow a “shop” as an additional permitted use on the site (max. 5% of total GFA).

Conceptual redevelopment of the site includes:

- Expansion of the ‘North Shore Health Hub’ from its approved location on the southern part of the site (lot 2) to the northern part of the site (lot 1) and comprising 7-9 storeys and up to 85,000m<sup>2</sup> GFA.
- 5000m<sup>2</sup> to be dedicated to a health services facility in stage 2 of the development (in addition to the hospital uses in the approved State 1 Health Hub).
- Two towers each comprising a hotel and boarding house and with a combined GFA of up to 30,000m<sup>2</sup> to provide accommodation for workers and other visitors to the health and education precinct.
- Education, research, business and associated office uses in the northern part of the site up to 47,500m<sup>2</sup> GFA.
- Ancillary retail of up to 5000m<sup>2</sup> GFA.
- Buildings are stepped down the site from the high point to the south (RL 140.00) and low point to the north (RL122.00).
- Basement parking for up to 795 vehicles. Vehicle rates are lower than RMS rates and Council DCP due to good access to public transport and active transport options.
- Separated vehicle access from Frederick Street and Reserve Road. A porte cochere would also be provided off Reserve Road.
- The loading area is provided on the basement level.
- Open space landscaped areas incorporating a pathway that will run through the spine of the site and linking Frederick Street to Reserve Road.
- Creation of a public plaza activating the corner of Frederick Street and Reserve Road, incorporating lighting, mature trees and public art.

The Planning Proposal as submitted is not supported, as to enable the range of uses proposed as permissible in their own right would not ensure use of the site for genuine health and education purposes. Identification of a ‘Health and Education Hub’, as has been the case in the State’s work on St Leonards/Crows Nest Planned Precinct, clearly should be for the genuine purpose of new medical facilities or education premises to serve the growing population in this area.

Apart from a small proportion of the site (6% of the proposed gross floor space area (GFA) for a health services facility, 2% GFA for an educational establishment) the current Planning Proposal seeks the introduction of land uses such as hotel (16% GFA), residential (15% GFA) and retail uses (6% GFA) that are put forward ostensibly to *support* existing health uses at the RNSH and do not in themselves constitute Health and Education purposes. The other uses proposed are business premises (3% GFA), office premises (24% GFA) and research and industry (28% GFA). These uses are more appropriately located in a commercial centre such as the adjacent St Leonards.

There can be no strategic justification for giving up for residential, commercial and retail uses, a significant area of important industrial lands, which are stipulated to be maintained and managed in documents at all levels of Metropolitan Strategic planning. The proposal would seem to offer no genuine improvement in terms of health and education facilities required for a growing population but instead seek to use the proposed Hub as a device to create a new mixed use centre.



An alternative proposal could be supported by Council in order to further the development of a genuine health and education hub. This would be to support the additional permitted use of “hospital” in order to allow a private hospital use on the subject site. The definition of hospital would enable a range of other uses such as those proposed provided they are ancillary to the hospital use. This approach would be consistent with the additional permitted use of “hospital” that was approved on Lot 2 DP 1239553 as well as the approach taken to permit the Northside Clinic at 2 Frederick Street.

This approach is consistent with the recommendations of the *North District Plan* and the *St Leonards and Crows Nest 2036 draft Plan* as well as Council’s own strategic objectives as indicated in the *Willoughby Local Strategic Planning Statement* and the *draft Industrial Lands Strategy*. This is discussed in the Detailed Assessment (**Attachment 2**).

The Planning Proposal has been assessed with regard to the criteria contained in the Department of Planning and Environment’s ‘*A Guide to Preparing Planning Proposals*’ and is inconsistent in a number of areas (**refer to Attachment 2 Detailed Assessment**).

Although the Planning Proposal fails on Strategic Planning grounds, it has nonetheless been internally referred to Landscape, Urban Design, Compliance (Environmental Health), Community Services (affordable housing) and traffic and drainage engineers to assist with assessment. Issues raised as a result of these referrals have been outlined in **Attachment 2 – Detailed Assessment**.

Although an offer to enter a voluntary planning agreement has been made, detailed discussions regarding an agreement have not been held with Council officers as the Planning Proposal is not supported.

A copy of the proposed letter of offer has been included as part of the planning proposal (**Attachment 5**). The letter of offer includes support for local road upgrades including intersection, streetscape and cycleway upgrades, in addition to provision of a public accessible link through the site.

The Planning Proposal was considered by the Willoughby Local Planning Panel on 16 June 2020 for their advice. The Panel supported the officer’s recommendation, with a minor amendment to recommendation 2 to include support for an additional permitted use of “health services facilities” rather than “hospital”. A copy of the Panel’s advice is at **Attachment 6**.

## 5. CONCLUSION

It is recommended that Council not support the Planning Proposal to amend *Willoughby Local Environmental Plan 2012* to rezone 7 Westbourne Avenue and 12 Frederick Street, St Leonards (being lots 1 and 2 DP 1239553) to allow for additional uses including low cost housing with a Floor Space Ratio up to 4.5:1 and maximum height limit ranging from 46.5m (RL 122.00) to 63.3m (RL 140.00).

An alternative Planning Proposal to permit an additional use of “hospital” at 12 Frederick Street, St Leonards could be supported for submission to gateway and public exhibition. The amended floor space ratio up to 4.5:1 and maximum height limit ranging from 46.5m (RL 122.00) to 63.3m (RL 140.00) could also be supported as part of this alternative proposal.

## ATTACHMENT 1

IMPLICATIONS	COMMENT
<b>City Strategy Outcome:</b>	5.1: Be honest, transparent and accountable in all that we do.
<b>Business Plan Objectives, Outcomes/ Services</b>	To ensure this Planning Proposal is in line with the Greater Sydney Commission's <i>North District Plan</i> , in addition to the <i>Draft St Leonards and Crows Nest 2036 Plan</i> , both which aim to accommodate future growth needs in relation to health and education uses.
	To ensure consistency with the <i>Willoughby draft Industrial Lands Strategy 2020</i> and the <i>Willoughby Local Strategic Planning Statement 2020</i> .
<b>Policy</b>	<p>Council's Community Strategic Plan, Our Future Willoughby 2028, provides goals and strategies relevant to the planning proposal:</p> <p>Economic Activity</p> <p>The goal of the subtheme Sustainable Business Activity is:          "To maintain and promote the City's employment opportunities and the range and quality of businesses, industry and services"          The following relevant strategies are identified:</p> <p>5.1.1 Local Business</p> <p>a) Facilitate business and employment opportunities servicing local and regional needs.          b) Encourage a range of business, retail, office and industrial uses.          c) Provide policies to limit commercial and retail activity in industrial areas and ensure long term availability of sites for alternative industrial uses.          e) Implement the St Leonards Strategy as a specialist centre for health and education with neighbouring councils.</p> <p>The Amendment in the Planning Proposal will lead to amendments to <i>Willoughby Local Environmental Plan 2012</i> and <i>Willoughby Development Control Plan</i>.</p>
<b>Consultation</b>	Prior to endorsement by Council, the draft <i>Willoughby Local Strategic Planning Statement</i> was publicly exhibited between 15 August and 14 October 2019. This Planning Proposal would also be publicly exhibited following Gateway Determination (if supported).
<b>Resource</b>	No additional operating resources were used to prepare this report beyond budget.
<b>Risk</b>	Risk of not achieving the endorsed <i>Community Strategic Plan</i> and <i>Local Strategic Planning Statement</i> objectives and accommodating future economic growth requirements.
<b>Legal</b>	<p>Amendments proposed to the <i>Willoughby Local Environmental Plan 2012</i>, would provide the basis for future development application assessment. In addition, <i>Development Control Plan</i> provisions would be required to further guide future development application assessment.</p> <p>The Planning Proposal is accompanied by an offer for a voluntary</p>

planning agreement involving value uplift to provide for demands on Council services and infrastructure. This will be separately negotiated if Council supports the proposal.

**Legislation** Under *Environmental Planning and Assessment Act 1979* provisions.

**Budget/Financial** There are no financial implications arising from adoption of this report. The report was compiled using operational resources.

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## 15.7 INFRASTRUCTURE CONTRIBUTIONS REFORM DISCUSSION PAPER - SUBMISSION

<b>ATTACHMENTS:</b>	<b>1. IMPLICATIONS 2. DRAFT SUBMISSION ON CONTRIBUTIONS REFORM</b>
<b>RESPONSIBLE OFFICER:</b>	<b>CHRIS BINNS – ACTING PLANNING &amp; INFRASTRUCTURE DIRECTOR</b>
<b>AUTHOR:</b>	<b>SYLVANIA MOK – CONTRIBUTIONS SPECIALIST</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>3.5 – MAINTAIN QUALITY OF LIFE BY BALANCING POPULATION GROWTH WITH THE PROVISION OF ASSETS AND SERVICES 5.3 – BALANCE THE CREATION OF NEW PUBLIC ASSETS WITH THE UPGRADE OF EXISTING PUBLIC ASSETS</b>
<b>MEETING DATE:</b>	<b>27 JULY 2020</b>

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### 1. PURPOSE OF REPORT

To seek Council's endorsement of the draft submission (**Attachment 2**) on the State Government's *Infrastructure Contributions Reform Package* to be forwarded to *NSW Department of Planning, Industry and Environment ('DPIE')*.

### 2. OFFICER'S RECOMMENDATION

That Council:

- 1. Endorse the draft submission on the Government's Infrastructure Contributions Reform for forwarding to NSW Department of Planning, Industry and Environment.**
- 2. Authorise the Chief Executive Officer to make appropriate amendments to the submission which do not alter the intent or result in material changes of the submission.**

### 3. BACKGROUND

Undertaken by the DPIE, this is the first major review of infrastructure contributions reform in the last decade.

Council adopted the new *Willoughby Local Infrastructure Contributions Plan* on 4 July 2019 which has been successfully in operation for 12 months.

A draft Planning Agreement Policy and Procedure Manual was on exhibition in January 2019 and further work is being undertaken on revisions to that draft Planning Agreement policy.

This report outlines the main points of the draft submission prepared as a response to the State Government's *Infrastructure Contributions Reform Package* and seeks Council's endorsement that this draft be forwarded to the DPIE as Council's final submission.

#### 4. DISCUSSION

Infrastructure contributions are made by property developers to fund the cost of providing the infrastructure needed in response to growth. Typically, contributions help deliver new public spaces, footpaths, cycleways, roads, stormwater drainage and other social and community facilities.

Contributions are collected through various mechanisms including Special Infrastructure Contributions (SIC) at State level, with a Voluntary Planning Agreement (VPA) and s7.11 and 7.12 local infrastructure contributions applied by councils at a local level.

The Infrastructure contributions system has been in existence since 1989. The last major reform of the system dates back to 2005 when DPIE released its first full suite of Practice Notes for the contribution system. As part of this current major initiative, the DPIE has appointed the NSW Productivity Commissioner to undertake a holistic review of the infrastructure contributions system which is intended to:

- assess how infrastructure is funded in NSW at State and local government levels
- identify and make improvements to the infrastructure contributions system so it is transparent and easier to use
- determine whether it meets the objectives of certainty and efficiency, while delivering public infrastructure to support development, and
- consider matters in and beyond the planning system and recommend options for this reform which are aimed at delivering a principles-based system to deliver the infrastructure needed to match growth.

The DPIE is seeking feedback on five discussion papers released on 15 April 2020 and are summarised below:

- *Draft Planning Agreements Policy Framework* - proposes guidance material to provide more transparency around the planning agreement process. It will reinforce that planning agreements are to fund unconventional solutions to the community's infrastructure needs
- *Improving the Review of Local Infrastructure Contributions (LIC) Plans Discussion Paper* - proposes efficiency reforms to the review process for section 7.11 contributions plans which will improve the overall function and application of the funding mechanism and support councils in planning for the infrastructure needs of their growing communities
- *Criteria to Request a Higher Section 7.12 Percentage Discussion Paper* - proposes criteria to provide clarity and guidance on when higher percentage rates for s7.12 contributions may be appropriate, particularly for centres and economic corridors, to support councils in creating great places
- *Draft Special Infrastructure Contributions (SIC) guidelines* - proposes guidelines to improve transparency around the purpose and function of SICs
- *Proposed amendments to the Environmental Planning & Assessment Regulations* - proposes changes to improve transparency in the infrastructure contributions system through clearer accounting and reporting of state and local contributions plans.

In response to these exhibited discussion papers, council officers have prepared a draft submission (**Attachment 2**).

Given the difficulty in meeting the DPIE exhibition closing date (12 June 2020), Council was granted an extension allowing later submission in July 2020.

**Summary of concerns, support and recommendations in Council's draft submission**

1. **Draft Planning Agreements Policy Framework** – The complete ruling out of the “value capture” mechanism from the infrastructure funding system is a significant issue in the absence of guidance on an alternative solution such as the Community Infrastructure Contributions (CIC) Scheme. (“value capture” is where a percentage of the increased value of land due to up-zoning is shared with Council).

The Planning Agreement mechanism is a critical device whereby Council is able to work with proponents to address the need for services and infrastructure as a result of growth. Growth does not come without a cost to the community which is recognised in the planning agreement provisions.

2. **Improving The Review of Local Infrastructure Contributions Plans - Discussion Paper** – Option 3 is supported for triggering the *Independent Pricing and Regulatory Tribunal (IPART)* review process. This is a process where IPART provides independent oversight to higher-rate(s) (i.e. > \$30,000/dwelling in new release areas and >\$20,000/dwelling in in-fill development areas) within a proposed s7.11 Local Infrastructure Contributions plan to ensure that the rates are reasonable and align with the DPIE's essential works list (ref. *Local Infrastructure Contributions Practice Note 2019*). As part of the review process, IPART also assesses the apportionment, cost estimates and delivery timeframes.

Option 3, being the single threshold of \$45,000 for s7.11 contributions rate, maximises the flexibility for councils, relieving them from being bound by the IPART “essential works list” restriction which limits the types of infrastructure works for which the money can be used.

3. **Criteria to Request a Higher s7.12 Percentage - Discussion Paper**
  - Criterion C1.1 stipulates that a growth area subject to a request for a higher s7.12 percentage must be identified in a strategic plan (but limits this to a regional or district strategic plan). An amendment is being sought to allow the area to be identified by any strategic plan including at local level and
  - not require Ministerial review of the amended work schedule of a s7.12 Plan subsequently after the Minister's initial review in making a contributions plan.
4. **Draft Special Infrastructure Contributions (SIC) Guidelines** – The DPIE's commitment is being sought to collaborate early-on with councils regarding any intention to make a new SIC Plan so councils can be fully informed in preparing any new Local Infrastructure Contributions (LIC) Plan. Additionally, the inclusion of “cultural facilities” as admissible under a SIC should also be admissible under a LIC.
5. **Proposed amendments to the EP&A Regulation** – It is being sought that the DPIE recognises the importance of setting up an Application Programming Interface (API) for the new reporting process. Sufficient lead time is required for collaborating with various vendors in establishing a corresponding API so councils can efficiently integrate their own systems for this process.

(Note: **API** are IT specifications that allow the transfer of data in real time between DPIE and Council's systems, eliminating the need for manual entry. The data is stored in a centralised repository - the Development Data Analytics (DDA) data warehouse for analysis and reporting purposes)

Importantly, the DPIE's commitment is being sought to further collaborate with all councils in refining the report to be prepared by the Productivity Commissioner towards the end of 2020 in order to provide more certainty for the councils and the community.

## 5. CONCLUSION

The draft submission outlines general support for the proposed changes in the discussion papers under this review, particularly for the proposed increase in s7.11 contributions threshold to \$45,000.

However, concern is raised with ruling out “value capture” from the infrastructure funding system, without providing guidance on an alternative solution such as a Community Infrastructure Contributions (CIC) scheme. This would be useful to support discussions in relation to the Planning Agreements process, to allow councils to work with proponents and address the need for services and infrastructure as a result of growth.



## ATTACHMENT 1

IMPLICATIONS	COMMENT
<b>City Strategy Outcome</b>	<p>3.5 – Maintain quality of life by balancing population growth with the provision of assets and services</p> <p>5.3 – balance the creation of new public assets with the upgrade of existing public assets</p>
<b>Business Plan Objectives, Outcomes/ Services</b>	<p>To keep Councillors and the community informed on Council’s standpoint on this review in order to ensure transparency and confidence in the organisation.</p> <p>To enable Council to deliver a capital works program which will facilitate and enhance social outcomes for current and future residents within the LGA.</p>
<b>Policy</b>	<p>This review would have implications on Council’s adopted <i>Voluntary Planning Agreement Policy 2013</i> and the <i>draft WCC Planning Agreement Policy and Procedures Manual; Willoughby Local Infrastructure Contributions Plan 2019</i>; and <i>Chatswood CBD Strategy</i></p>
<b>Consultation</b>	<p>The exhibition period for these DPIE discussion papers ran from 15 April to 12 June 2020. Council was granted an extension to submit the final submission until late July 2020.</p>
<b>Resource</b>	<p>Not applicable.</p>
<b>Risk</b>	<p>Inability on Council’s part to provide a sufficient funding resource for public works/facilities to support the population growth in the LGA</p>
<b>Legal</b>	<p>The review will have some legal implications on the contributions legislative framework but it will be the DPIE’s responsibility to ensure the reform will be legally sound once the contributions system is re-structured.</p>
<b>Legislation</b>	<p>Once the reform is finalised, there will be a major amendment to the <i>Environmental Planning and Assessment Act 1979</i> and <i>Regulations 2000</i>.</p>
<b>Budget/Financial</b>	<p>Collecting developer contributions in the forms of s7.11/s7.12 or via Planning Agreements are essential for the provision of local infrastructure within the LGA.</p> <p>Contributions received will be spent on public works and facilities ensuring the community will receive public benefits as result of development growth.</p>



## ATTACHMENT 2

**SUBMISSION ON INFRASTRUCTURE CONTRIBUTIONS REFORM  
EXHIBITED DISCUSSION PAPERS (released April 2020)**

**FOREWORD**

Willoughby City Council (WCC) welcomes the review of the infrastructure contributions system in the pursuit of system improvements and overall transparency for industry and community alike with the aim to create a contributions system that provides certainty, efficiency and a consistent approach for all.

WCC looks forward to further collaboration with the *NSW Department of Planning, Industry and Environment ('DPIE')* towards a fair and effective system of developer contributions and planning agreements in NSW.

*Debra Just*

**Chief Executive Officer**  
June 2020

**GENERAL OBSERVATIONS**

Council commends the *DPIE* for:

- Undertaking a review of the outdated contributions system and its related 2005 Practice Notes
- Identifying the flaws and inefficiencies in the current system

Concerns raised, points of support and suggestions are summarised below with response to:

1. ***Draft Planning Agreements Policy Framework*** – WCC is disappointed regarding the complete ruling out of the “value capture” mechanism from the infrastructure funding system, rather than providing guidance on an alternative solution. The Planning Agreement mechanism is a critical device whereby Council is able to work with proponents to address the need for services and infrastructure as a result of desired zoning changes. Growth does not come without a cost to the community which is recognised in the planning agreement provisions.
2. ***Improving The Review Of Local Infrastructure Contributions Plans - Discussion Paper*** - WCC supports Option 3 being the single threshold of \$45,000 for s7.11 rate in triggering *Independent Pricing and Regulatory Tribunal (IPART)* review process. This threshold maximises the flexibility for councils, relieving them from being bound by the “essential works list” restriction under *IPART* review.
3. ***Criteria to Request a Higher s7.12 Percentage - Discussion Paper*** – WCC seeks the *DPIE* to:
  - amend criterion C1.1 to allow the area subject to be identified by any strategic plan at local or state level, not necessarily by a state level regional plan or district plan; and
  - not require Ministerial review of the amended work schedule of a s7.12 Plan subsequently after the initial review in making a contributions plan.
4. ***Draft Special Infrastructure Contributions (SIC) Guidelines*** – WCC seeks the *DPIE*'s commitment to collaborate early-on with councils regarding any intention to make a new SIC Plan so councils can be fully informed in preparing any new Local Infrastructure Contributions (LIC) Plan. Additionally, the inclusion of “cultural facilities” as admissible under a SIC should also be admissible under a LIC.
5. ***Proposed amendments to the EP&A Regulation*** – WCC seeks that the *DPIE* recognises the importance of setting up an Application Programming Interface (API) for the new reporting process. Sufficient lead time is required for collaborating with various vendors in establishing a corresponding API so councils can efficiently integrate their own systems for this process.

More importantly, Council seeks the *DPIE*'s commitment to further collaborate with all councils in refining the report to be prepared by the Productivity Commissioner towards the end of 2020 in order to provide

more certainty for the councils and the community.
<b>RESPONSE TO SPECIFIC ASPECTS OF THE REVIEW</b>
<b>1. Draft Planning Agreements Policy Framework</b>
<p><b>Comments:</b></p> <p>It is pleasing to have more comprehensive and contemporary guidance on planning agreements now following the 2005 &amp; 2016 (Draft) Practice Notes.</p> <ul style="list-style-type: none"> <li>• Where “value capture” is particularly discussed and discouraged in Part 2.3, no guidance on an alternative solution is given as an option for PA contributions framework on “uplift developments” to which local infrastructure demand is most needed.</li> </ul> <p>An alternative funding mechanism such as the Community Infrastructure Contributions (CIC) Scheme should be given consideration within planning agreement practice. Of particular interest to Council is clarification and consistent guidance on the provision of public benefits (or delivery of infrastructure) in relation to:</p> <ol style="list-style-type: none"> <li>a. The view of the geographic limit to expenditure being “on site” (refer to details below); and</li> <li>b. The limit to “infrastructure” items without consideration of the definition of “public benefits” which is <i>“the benefit enjoyed by the public as a consequence of a development contribution”</i> (refer to details below)</li> </ol> <p>a. <u>Community facilities limited geographically “on-site”</u></p> <p>Throughout the exhibited Practice Notes, the following concepts were referenced a number of times for consideration of “public benefits” offered by means of VPA:</p> <ul style="list-style-type: none"> <li>- “redistribution of the costs and benefits of development” (P.1, 3 &amp; 17)</li> <li>- “provision of broader benefits to the wider community” (P.2, 12, 16, 17)</li> <li>- “(delivery of infrastructure or public benefits) not be wholly unrelated to the subject development” (P. 2, 4, 8, 17) - implying the benefits can be “partly” unrelated therefore allowing to go beyond the context of the subject development</li> </ul> <p>It should be noted that the terms “broader benefits” &amp; “wider community”, although not defined under the Practice Notes, should allow for a wider application.</p> <p>Council was given the <i>DPIE</i>’s advice in relation to the <i>Chatswood CBD Strategy</i> to adopt a funding mechanism for the “delivery of on-site essential infrastructure”, however, WCC is proposing to adopt a Community Infrastructure Contributions (CIC) Scheme already used by a number of other councils with <i>DPIE</i>’s support to allow the delivery of community facilities at a “precinct wide” scale, such as:</p> <ul style="list-style-type: none"> <li>- City of Sydney Council - SLEP 2012 – CI 6.14(3)(b) applied to Green Square precinct wide</li> <li>- City of Ryde Council – RLEP 2014 – CI 6.9 (with the aid of the relevant DCP controls) – applied to Macquarie Park Corridor precinct wide</li> <li>- Burwood Council – BLEP 2012 CI 4.4A (6)(b) – applied precinct wide to Burwood Town Centre</li> </ul> <p>The “on-site infrastructure” restriction seems unreasonably stringent and wholly unworkable and moreover has not been applied consistently across local government.</p> <ol style="list-style-type: none"> <li>b. <u>Community facilities limited to particular “infrastructure” items</u></li> </ol> <p>It is understood Randwick City Council has been given advice that community infrastructure is limited to works within recreation areas/facilities (indoor or outdoor), public roads, drainage/flood related works and community/education/information facilities etc.:</p> <p style="text-align: center;">Kensington and Kingsford Town Centres (K2K project) Planning Proposal (PP) for amending</p>

RLEP 2012 – altered Gateway Determination (dated 19/12/2018) condition 1(a)(i)&(ii) states:

- i. *(CIC funding)...be limited to recreation areas, recreation facilities (indoor), recreation facilities (outdoor), public roads, drainage and/or community facilities;*
- ii. *clarify that this be linked only to the delivery of this infrastructure on the site to which the development relates*

The wider definition of Public Benefit is therefore proposed as more applicable to the works required for place making that Local Government is required to do in city planning.

Council recognises the K2K Planning Proposal relates to inserting a new CIC clause into the LEP but Council is keen to establish a funding mechanism to be applied through an agreement at rezoning stage for the following reasons:

1. **Better timing of contributions payment** – setting a funding mechanism that would allow early contributions payment at the rezoning stage (i.e. PP such that part or full payment can happen at gazettal of amended LEP stage) so the funding of community works provision can be secured and programmed in the delivery plan ahead of the development occurring. For this reason, it could be achieved using a CIC scheme through a:
  - Planning Agreement; or
  - Inserting a CIC provision in the LEP provided that it is not restricted by point 2 below.
2. **Scope of the CIC works lists** – Council was advised by the *DPIE* to consider using the s7.11/7.12 mechanism but this framework has limited parameters on not only the timing of contributions payment but the nature of works to be funded which are limited to capital works and do not allow facilities related to:
  - art & culture as the nature of these activities are often semi-permanent (e.g. galleries, operational costs on cultural events/activities and not just be limited to permanent community / education facilities);
  - sustainability (e.g. public domain/urban environment works in response to climate change)

This type of funding is essential in addressing population growth demands and needs quantitatively and qualitatively, aligning with Council's LSPS Priority 4 - *Ensuring that social infrastructure caters to the population's changing needs and is accessible to foster healthy and socially connected communities.*

- "Planning Benefit" is no longer defined under the "Terminology" section in the exhibited Practice Notes. Under the 2005 Practice Notes (and the Draft 2016 Practice notes), it is defined as "*a development contribution that confers a net public benefit, that is, a benefit that exceeds the benefit derived from measures that would address the impacts of particular development on surrounding land or the wider community*". This term is particularly useful as it allows councils to confirm that the "Public Benefits" provides more for the community than merely the mitigation of the impacts of the development.

**Council therefore seeks:**

- Clear and consistent guidance on the use of a Community Infrastructure Contributions (CIC) scheme with consideration of the points raised above.
- Reinstatement of the definition of "*Planning Benefit*" within the final Practice Notes

## 2. Improving The Review Of Local Infrastructure Contributions Plans - Discussion Paper

### Comments:

WCC generally supports the improved IPART review process to assist councils in streamlining the adoption of new or amended Contributions Plans.

- The *DPIE* is to be commended for providing 3 options in Part 2.2 on the value thresholds of section 7.11 contribution per dwelling/lot rate. Council:
  - Supports Option 3 of one single threshold of \$45,000 before triggering the IPART review process. This threshold maximises the flexibility for councils, relieving them from being bound by the “essential works list” restriction under *IPART* review.
  - Notes the use of the term “threshold” rather than “cap” so it allows Council to make CPI adjustments beyond the threshold where necessary
  - Supports an annual CPI adjustment of the threshold to keep pace with the inflation.
- The discussion paper does not touch on the review of the “essential works list” for the IPART review. *DPIE* should consider the inclusion of “buildings / facilities” for community services, not just “land”.  
Often, councils may not necessarily acquire land to provide new community services, but to extend existing facilities to meet increased demand.

### Council therefore seeks:

- Option 3 of the proposed thresholds
- Amendment of the “essential works list” for an IPART review to include “buildings / facilities” for community services, not just “land”

## 3. Criteria to Request a Higher Section 7.12 Percentage - Discussion Paper

### Comments

Overall, Council supports the proposed criteria for a s7.12 to be levied up to 3%. With Chatswood CBD already applying the 3%, it has benefitted Council in being capable to better address growth demands within the centre.

This part of the submission is structured in response to the discussion questions raised in Part 4.3

### 1. **Should all the criteria be mandatory for a s7.12 plan to be considered for a higher percentage levy?**

Council opposes the criterion C1.1 *“the area for increased % must be identified in a strategic plan, which may be a regional plan or district plan”*

Council has identified 8 local centres across the Local Government Area (LGA) and may consider levying 2% for non-residential developments across these centres.

These 8 local centres have identified potential for increased residential density and local employment opportunities identified by WCC’s *Local Centre Strategy*.

This Strategy foreshadows growth to be accompanied by extended local community infrastructure and amenities and funding will be essential.

Council therefore seeks to amend criterion C1.1 to allow the area subject to 2% or beyond to be identified by ANY strategic plan at local or state level, not necessarily by a state level regional plan or district plan.

<p><b>2. Are there any alternative criteria that should be considered?</b></p> <p>No comments</p> <p><b>3. C1.2: Considering the different ways ‘significant’ employment growth can be measured, what would be the most effective?</b></p> <p>This should be related to a employees/m<sup>2</sup> floor space figure for different uses but tempered by changes in working arrangements particularly since the COVID-19 pandemic.</p> <p><b>4. C1.9: Is this requirement necessary? Are there other mechanisms that would ensure ongoing monitoring and review?</b></p> <p>WCC opposes this criterion because the Minister’s involvement in reviewing the works schedule of an amended Plan would defeat the purpose of the <i>DPIE</i> introducing this reform in streamlining the Contributions Plan review process.</p> <p><b>5. C2.1: District level infrastructure remains generally undefined. Should the <i>DPIE</i> publish a list of acceptable district-level infrastructure items or should it be determined on a case by case basis?</b></p> <p>WCC supports <i>DPIE</i> to publish a list of acceptable district-level infrastructure items as this would be helpful as a guide.</p> <p><b>6. C2.1: Is 10% of the total value of the contributions an appropriate amount to be allocated for the provision of district level infrastructure? Should this be desirable rather than mandatory?</b></p> <p>Yes 10% is reasonable; and WCC prefers this be a desirable amount, not a mandatory amount so it allows more flexibility in the works allocations.</p> <p><b>Council therefore seeks:</b></p> <ul style="list-style-type: none"> <li>• Amendment of criterion C1.1 to allow the area subject to 2% or beyond to be identified by <i>ANY</i> strategic plan at local or state level, not necessarily by a state level regional plan or district plan.</li> <li>• Streamlining the review process by: <ul style="list-style-type: none"> <li>- Not requiring the Minister’s review on the amended work schedule of a s7.12 Plan after the initial review in making a contributions plan.</li> </ul> </li> </ul>
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#### 4. Draft Special Infrastructure Contributions (SIC) Guidelines

##### Comments:

An explicit guideline to outline the process and principles in making a SIC Plan is supported.

- WCC seeks the *DPIE*’s commitment to collaborate early-on with councils regarding any intention to make a new SIC Plan so councils can be fully informed in preparing any new Local Infrastructure Contributions (LIC) Plan.
- Additionally Council suggests the exemption to SIC should not generally apply to any developments on flood prone land (Part 7 c.) but only to developments purely for the purpose of addressing flooding issues or relating to flood mitigation works as part of a new development (e.g. or be charged at a % of the cost of works discounting the flood mitigations measures, instead of per dwelling rate).

It should be mindful that developments, even on flood prone land could still yield additional residents (e.g. new lots / principal or secondary dwellings) and may generate demands for public infrastructure.

- WCC notes from Table 1 (P.9) that SIC infrastructure can be “cultural facilities”. Council seeks clarification on this and to consider allowing “cultural facilities” for LIC works in the same nature as sought and discussed in “2. Scope of the CIC works lists” of point b. under 1. *Draft Planning Agreements Policy Framework* above in this submission.

**Council therefore seeks:**

- A commitment to collaborate with councils early if there is an intention to make a new SIC Plan so councils can be fully informed in preparing any new Local Infrastructure Contributions (LIC) Plan.
- Considering the extent of SIC exemption as it applies to developments on flood prone land
- Extension of the inclusion of “cultural facilities” in a SIC to be admissible under a LIC

**5. Proposed amendments to the EP&A Regulation****Comments:**

Overall, WCC supports the proposed amendments to the Regulations and would agree on the new reporting system in Parts 4.1 & 4.2.

- However, WCC requests that the *DPIE*:
  - set up the Application Programming Interface (API) ASAP
  - allow sufficient lead time for vendors to get up to speed with establishing the API integration
  - give councils sufficient lead time (1 to 2 years) in integrating the API with councils' systems; making changes to internal business practices; setting up cash flow models; and configuring council systems to facilitate these new reporting processes.
  - note that WCC is currently going through a phase (for a period of 3 years) of upgrading Council's systems, transitioning from one vendor to another (from Pathway to TechOne)
- Part 4.5 - Correcting outdated WCC's Contributions Plan title under Clause 25K of the *EP&A Regulations*.

WCC understands the proposed amendment in Part 4.5 only applies to *Wollongong LEP* as it is a critical change necessary for clarifying the boundary of the applicable area. Nevertheless and as mentioned earlier, WCC would like the *DPIE* to note WCC's currently adopted Contributions Plan is titled “*Willoughby Local Infrastructure Contributions Plan 2019*” and should be reflected correctly under the *Regulations* when the timing is deemed necessary for the *DPIE* to make this administrative amendment to the *Regulations*.

**Council therefore seeks:**

- Setting up the API ASAP and providing sufficient lead time to collaborate with various vendors in establishing a corresponding API so councils can efficiently integrate their own systems.
- Correcting the outdated WCC's Contributions Plan reference (i.e. “*Willoughby Local Infrastructure Contributions Plan 2019*”) under Clause 25K of the *EP&A Regulation* at a timing that the *DPIE* deems suitable.

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## 15.8 CHATSWOOD MALL EXTENSION

<b>ATTACHMENTS:</b>	<b>1. IMPLICATIONS</b>
<b>RESPONSIBLE OFFICER:</b>	<b>CHRIS BINNS – DIRECTOR PLANNING AND INFRASTRUCTURE (ACTING)</b>
<b>AUTHOR:</b>	<b>WIL ROBERTSON – URBAN DESIGN SPECIALIST</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>3.4 – CREATE DESIRABLE PLACES TO BE AND ENJOY</b>
<b>MEETING DATE:</b>	<b>27 JULY 2020</b>

### 1. PURPOSE OF REPORT

To respond to a Notice of Motion at Council's meeting of 11 May 2020 which resolved:

*“That Council receive a report on the implications of a proposal to extend Chatswood Mall.”*

### 2. OFFICER'S RECOMMENDATION

**That Council note the preliminary information provided regarding the potential for extension of the existing Chatswood Mall.**

### 3. BACKGROUND

A Notice of Motion - Chatswood Mall put at Council's meeting of 11 May 2020 requested that Council staff investigate the further development of the Chatswood Mall from Anderson Street to Archer Street. Potential for extension of the mall was identified in Council's 'Victoria Avenue Mall Site Plan 1987'.

An opportunity exists to challenge the existing layout and to consider the economic, urban design and pedestrian amenity benefits of change.

### 4. DISCUSSION

Created in 1989, the Victoria Avenue Mall activated a pedestrianised street linking the Chatswood Railway Station precinct with the expanding shopping strip along Victoria Avenue. An extensive rejuvenation in 2009 further integrated the Mall with the Chatswood Station 'Interchange' and commercial/retail frontages and the Mall was renamed Chatswood Mall. The Mall provides a high quality pedestrian space, supporting events and activities, while also delivering environmental performance through water sensitive urban design.

Associated works in Victoria Avenue included enhanced footpath areas, reduction in vehicular activity through street closures, reduced parking areas and the integration of publicly accessible open space within The Concourse environment.

#### 4.1 Existing Strategies

The *Chatswood CBD Planning and Urban Design Strategy to 2036* (CBD Strategy) established guiding principles for the Chatswood CBD that respond to rapid growth and dynamic change. The relevant guiding principles are:

- **Principle 4. Great Public Places** - New spaces and links will be created with improvements to existing areas to provide a variety of high quality, interesting public places for Chatswood into the future.
- **Principle 6. Urban Design Quality** - A high quality of urban design and cohesive environment delivering an attractive centre for all.

The CBD Strategy also informs a strategic direction for Victoria Avenue from the Interchange to Havilah Street (the eastern boundary of Chatswood Chase). This includes:

- To “reinforce Victoria Avenue as Chatswood’s primary pedestrian spine” (p16 Fig 2.1.2)
- Identify Victoria Avenue as a location for “Potential public domain projects” (p19 Fig 2.2.1)
- Protection and enhancement of solar access to Victoria Avenue from the Interchange to Archer Street (p35 fig 3.1.5)
- Protection of a street level building height, enhanced upper level building setback, and “traditional lot pattern” to Victoria Avenue (p38-39 and fig 3.1.8)

Other associated reports, studies and projects which have a bearing on a potential Mall extension include:

- **Willoughby Local Strategic Planning Statement 2020**– supporting the role of the Chatswood CBD “...of exceptional urban design, easy pedestrian linkages and good public domain, where character and heritage are embraced, and the greening of the centre is achieved”.
- **The Concourse Precinct Placemaking Project** – identifying the key role that The Concourse plays as an ‘attractor and activator’ within the CBD.
- **Willoughby Integrated Transport Strategy to 2036 (draft)** – specific actions proposing the conversion of the eastbound lane of Victoria Ave to a bus lane and options for a vehicular by-pass of the CBD.
- **Chatswood CBD Public Domain Plan (draft)** – with a vision that “pedestrian infrastructure is a key foundation of the place economy of successful urban centres”. It also establishes a principle that Victoria Avenue (including the existing Chatswood Mall) be a “central spine” of high urban quality.

#### 4.2 Required Investigation

To support any future investigation and an understanding of the preliminary work required in planning and justifying the proposal, it would be necessary to prepare a scoping report.

A Scoping Report could provide exploration and greater detail on:

- Background.
- An evaluation of studies to date.
- Vision and Objectives.
- Identification and role of stakeholders and project partners.
- Development of a Case for Change.
- A risk based analysis of opportunities and case studies.
- Project Execution Plan:
  - Project governance structure.
  - Project budget for project initiation and implementation phases.
  - Program/timeline.
  - Prioritisation, staging and quick wins.

- Recommendations to Council on next steps and studies required (e.g. Economic Development, Traffic and Transport, Sustainability Options, Business Case, Conceptual Design Studies, Legal Opinion and Roadmap, Cost Planning, Programming and Sequencing)

### 4.3 Funding

While there is significant strategic work already in train, any proposal to further investigate or expand the pedestrianised Chatswood Mall is currently unfunded. A broad order of costs addressing preliminary work and construction has been considered in **Figure 1**.

Figure 1 Preliminary estimate of Costs

Name	Yr1 (,000)	Yr2 (,000)	Yr3 (,000)	Yr4 (,000)	Yr5 (,000)	Total (,000)
<b>Initiation</b>						<b>\$7,085</b>
Stakeholder Engagement	\$50	\$50	\$50	\$50	\$50	\$250
Transport Study	\$300	\$150	\$150			\$600
Economic Assessment	\$100	\$35				\$135
Evaluation (outcome)				\$50	\$50	\$100
Approvals		\$50	\$100	\$150	\$100	\$400
Fees (Legal, QS, Bus.Case)	\$50	\$100	\$200	\$150	\$100	\$600
Design - Traffic	\$100	\$100	\$125	\$50	\$25	\$400
Design - Streetscape	\$500	\$1,000	\$1,000	\$900	\$800	\$4,200
Project Management	\$80	\$80	\$80	\$80	\$80	\$400
<b>Implementation</b>						<b>\$22,499</b>
Construction - Early	\$450	\$450				\$900
Associated Infrastructure		\$1,000	\$1,000			\$2,000
Construction -Traffic		\$750	\$1,500	\$500	\$250	\$3,000
Construction - Streetscape		\$3,000	\$3,000	\$5,000	\$2,000	\$13,000
Services + Utilities		\$250	\$500	\$200	\$50	\$1,000
Project Management	\$163	\$677	\$721	\$693	\$346	\$2,599
<b>Integration</b>						<b>\$1,800</b>
Multi Modal - Transport		\$50	\$200	\$200	\$50	\$500
Smart technology		\$325	\$325	\$520	\$130	\$1,300
<b>Activation</b>						<b>\$600</b>
Events/Activation		\$150	\$150	\$150	\$150	\$600
<b>Sub Total</b>	<b>\$1,630</b>	<b>\$7,390</b>	<b>\$8,230</b>	<b>\$7,850</b>	<b>\$3,685</b>	<b>\$31,984</b>
Contingency (15%)						\$4,798
<b>Total</b>						<b>\$36,781</b>
<b>Assumptions</b>						
Base Costing	Precedents - Chatswood Mall Upgrade, Pitt St Mall (+escalation) Design @ 13%, Project Management @ 8%, Area 6,500 sqm					
<b>Exclusions</b>						
Associated Works	CBD Bypass /Orbital					

## 5. CONCLUSION

Substantial further research, planning and investigative work is required to provide Willoughby City Council the opportunity to apply rigour to decision making on higher quality design outcomes regarding the transformation of its urban centre.

A detailed scoping study is an appropriate means to better understand project initiation, implications and justification.

## ATTACHMENT 1

<b>IMPLICATIONS</b>	<b>COMMENT</b>
<b>City Strategy Outcome:</b>	3.4 – Create desirable places to be and enjoy
<b>Business Plan Objectives, Outcomes/ Services</b>	The project is not currently identified in the 2020/21 Operational Plan or unit level Business Plans.
<b>Policy</b>	Relevant strategies and documents include: <i>Chatswood CBD Planning and Urban Design Strategy to 2036</i> <i>Willoughby Local Strategic Planning Statement 2020</i> <i>Willoughby Integrated Transport Strategy to 2036 (Draft)</i> <i>Chatswood CBD Public Domain Plan (Draft)</i>
<b>Consultation</b>	Significant community and stakeholder engagement as well as other public Authorities including TfNSW will be required.
<b>Resource</b>	Consultancy services will be required to address Traffic, Planning, Design (Placemaking), Economic and Social issues.
<b>Risk</b>	Economic impact of business within the CBD, associated traffic impact in adjacent areas and reduced effectiveness and utilisation of public transport.
<b>Legal</b>	Recognition of current and proposed roadway status will require determination.
<b>Legislation</b>	Environmental Planning and Assessment Act 1979 - SECT 1.3 (g) to promote good design and amenity of the built environment,
<b>Budget/Financial</b>	The project is currently unfunded. Potential for developer (proponent) contributions. Preliminary estimates of cost - refer <b>Figure 1</b> .

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## 15.9 COOLAROO RESERVE ACTION PLAN 2020 - OUTCOME OF PUBLIC EXHIBITION AND ADOPTION

<b>ATTACHMENTS:</b>	<b>1. IMPLICATIONS 2. COOLAROO RESERVE ACTION PLAN 2020 3. EXHIBITION SUMMARY REPORT - COOLAROO RESERVE – RESERVE ACTION PLAN – JUNE 2020</b>
<b>RESPONSIBLE OFFICER:</b>	<b>CHRIS BINNS – PLANNING &amp; INFRASTRUCTURE DIRECTOR (ACTING)</b>
<b>AUTHOR:</b>	<b>NICHOLAS YU – NATURAL ASSETS OFFICER</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>1.3 – ENHANCE, PROTECT AND RESPECT WATERWAYS, BUSHLAND, NATURE, WILDLIFE</b>
<b>MEETING DATE:</b>	<b>27 JULY 2020</b>

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### 1. PURPOSE OF REPORT

To report on the submissions received in response to the public exhibition and to seek adoption of the draft *Coolaroo Reserve Action Plan 2020* (Action Plan).

### 2. OFFICER'S RECOMMENDATION

That Council:

1. **Adopt the draft *Coolaroo Reserve Action Plan 2020*.**
2. **Delegate authority to the Chief Executive Officer to make minor amendments to the draft *Coolaroo Reserve Action Plan 2020* which do not alter the intent.**

### 3. BACKGROUND

The *Coolaroo Reserve Action Plan 2015 - 2020* was adopted by Council in October 2015. The Action Plan is reviewed annually and updated every five years. Accordingly, the plan has been publicly exhibited and an updated draft has been prepared, taking into account submissions received.

The exhibition period for the draft *Coolaroo Reserve Action Plan 2020* occurred from 30 March 2020 to 27 April 2020.

### 4. DISCUSSION

Reserve Action Plans list the practical actions for individual bushland reserves within the Willoughby Local Government Area. They provide detailed site specific information including proposed management actions, maps of the reserves, reserve profile, statement of significance, reserve impacts, wildlife habitat issues, achievements and a native plant species list.

The key actions in the draft *Coolaroo Reserve Action Plan 2020* (**Attachment 2**) include the removal of landscape encroachments, installation of signage and bush regeneration.

The draft Action Plan was exhibited on Council's "Have Your Say" webpage, letters distributed to approximately 496 surrounding properties and signage located at Coolaroo Reserve. The Natural Heritage Bushland Advisory Committee was also consulted via on site meetings and at committee meetings.

A total of 16 responses were received during this period, eleven via Have Your Say and five by email, fifteen of these provided submissions. A public exhibition summary report, including methods of consultation, a summary of submissions received and officer responses is provided in **Attachment 3**.

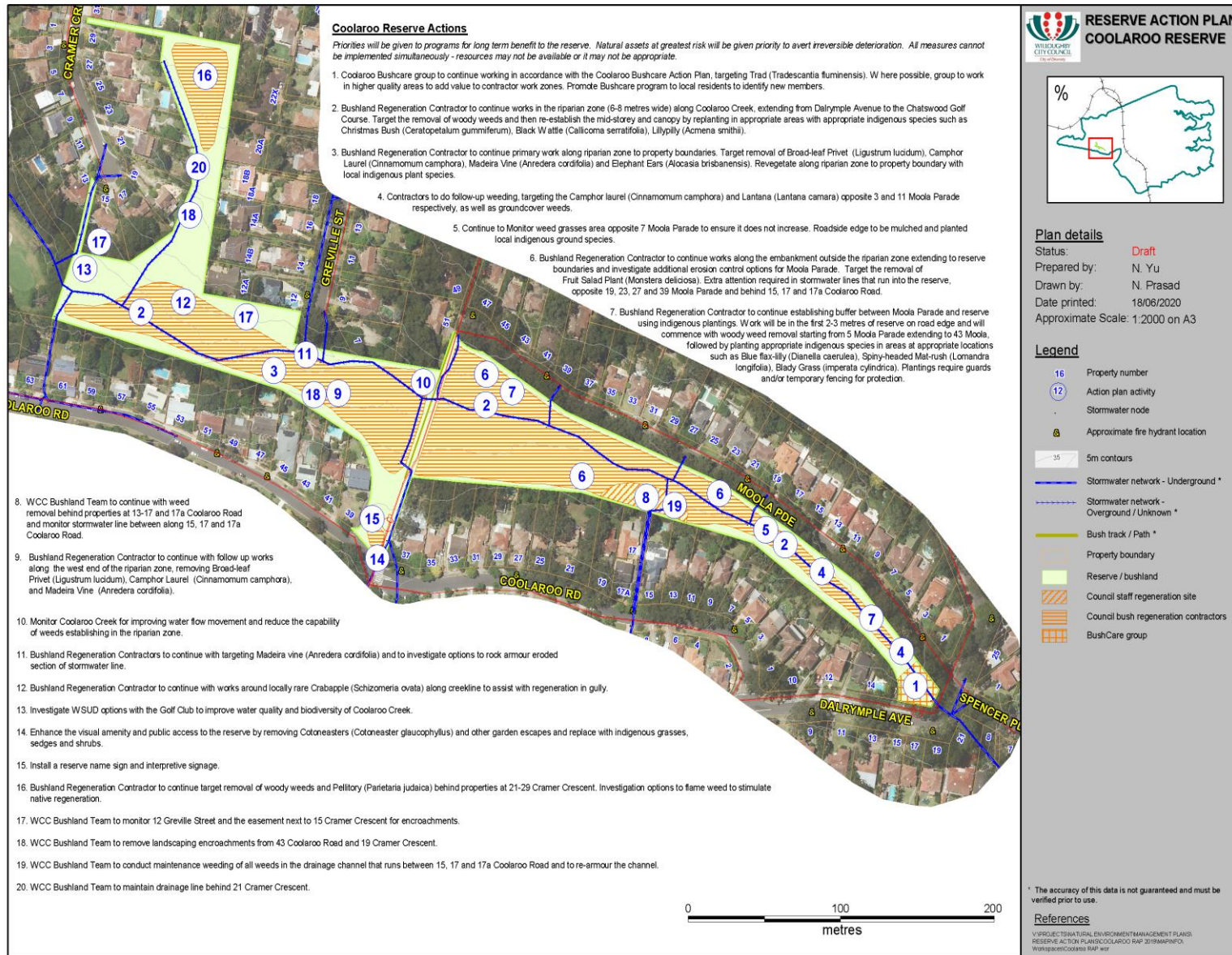
## 5. CONCLUSION

The draft Coolaroo Reserve Action Plan 2020 was placed on public exhibition for 28 days. Following exhibition of the Action Plan and consideration of the submissions received, the Action Plan is recommended for Council's adoption.



## ATTACHMENT 1

<b>IMPLICATIONS</b>	<b>COMMENT</b>
<b>City Strategy Outcome</b>	1.3 – Enhance, protect and respect waterways, bushland, nature, wildlife
<b>Business Plan Objectives, Outcomes/ Services</b>	Assist in the implementation of the Reserve Action Plans as required by the <i>Urban Bushland Plan of Management 2014</i> .
<b>Policy</b>	<i>Urban Bushland Plan of Management 2014</i> .
<b>Consultation</b>	Consultation has occurred with the community using Council's <i>Have Your Say</i> webpage, mailbox drop and on site signage and all comments have been responded to.
<b>Resource</b>	Works can be undertaken within Council's present staff and contract resourcing.
<b>Risk</b>	No specific risks are generated by the Coolaroo Reserve Action Plan.
<b>Legal</b>	There are no legal implications arising from the Coolaroo Reserve Action Plan.
<b>Legislation</b>	Adoption of the Coolaroo Reserve Action Plan is in accordance with all relevant legislation.
<b>Budget/Financial</b>	There are no additional costs to the recurrent budget or e.restore levy for this work plan.



# Draft Coolaroo Reserve Action Plan

**Reserve Profile**

Coolaroo Reserve is a long and relatively narrow, sheltered area of bushland approximately 2.7ha in size, located within the Lane Cove River catchment. The eastern half of the reserve from Greenlands Road is in the suburb of Lane Cove North and the western half extending to Chatswood Golf Course is located in Chatswood. The entire southern boundary is bordered by the back gardens of houses and the northern boundary also consists of back gardens and Moola Parade. The western boundary connects with Chatswood Golf Course and the east with Dalrymple Avenue.

Coolaroo Creek runs through the entire reserve starting at Dalrymple Avenue, continuing through the reserve to Chatswood Golf Course. Then within the golf course it drains to Swaines Creek and finally into the Lane Cove River. Bushland within Coolaroo is significant because it filters pollutants that enter the reserve from stormwater.

**PLANT COMMUNITY:** The majority of Coolaroo Reserve is classified as Coastal Enriched Sandstone Moist Forest (S\_WSF02) consisting of tall open eucalypt forest canopy species dominated by Blackbutt (*Eucalyptus pilularis*), Turpentine (*Syncarpia glomulifera*) and Smooth-barked Apple (*Angophora costata*).

There is a small area in the northern corner of the reserve, near Craner Crescent, that is classified as Hornsby Enriched Sandstone Exposed Woodland (S\_DGF10) consisting Blackbutt (*Eucalyptus pilularis*), Dwarf Apple (*Angophora hispida*, Scribbly Gum (*Eucalyptus haemastoma*), Red Bloodwood (*Corymbia gummifera*) and Sydney Peppermint (*Eucalyptus piperita*).

**HABITAT:** Coolaroo's large trees provide habitat for micro bats, parrots, and owls. In riparian areas small birds, frogs and reptiles are found. With limited entry points and lack of tracks, Coolaroo provides refuge for wildlife. However it is very narrow and close to residential properties so is suitable for more urbanised and non-terrestrial wildlife.

**Statement of Significance**

Coolaroo Reserve is classified as bushland as defined in State Environmental Planning Policy No 19 ("Vol 1, 1.4), and is protected under State and Commonwealth Legislation ("Vol 1, 1.5.2). It is zoned E2 Environmental Conservation in the Willoughby Local Environment Plan (WLEP) 2012. Coolaroo is a bushland reserve allowing dogs to enter, if restrained by a leash.

**ABORIGINAL CULTURAL SIGNIFICANCE:** The Gamarragal people are the original custodians of this area. There are no Aboriginal heritage sites recorded in Coolaroo but the reserve is in close proximity to Mowbray Park which does contain significant rock ledges and midden sites.

**NATURAL HERITAGE SIGNIFICANCE:** Despite being a relatively small and narrow reserve, Coolaroo acts as a significant green corridor for species to migrate via Chatswood Golf Course to larger reserves such as Ferndale Park, Mowbray Park, Blue Gum Park and Lane Cove National Park. The reserve is also home to a variety of native flora and fauna species such as the Pacific Baza, Powerful Owl, Satin-bower Bird, Australian Wood Duck, Butcher Bird, Red-bellied Black Snake and Peron's Tree Frog.

**HISTORICAL CULTURAL SIGNIFICANCE:** There is no significant historical information specific to Coolaroo Reserve. However the broad area of Chatswood, west of the Pacific Highway, in the nineteenth century had hardwood timbers felled, for example Blue Gums. Timber was then carried down the Lane Cove River by boat for construction in Sydney. After these areas were cleared, farms, orchards and dairies began to appear. These remained until the mid-1900s when the increase in population required that more residential properties were built in the Chatswood area.

**HABITAT SIGNIFICANCE:** Even though Coolaroo Reserve is small in size compared to other bushland reserves in the immediate area, Coolaroo Reserve provides valuable refuge for wildlife and more importantly acts as a green corridor for species to move east and west between larger bushland areas. Coolaroo is in close proximity to larger bushland spaces like Ferndale Park, Mowbray Park, Blue Gum Park and the Lane Cove National Park and the linkage functionality of this reserve is quite significant and valuable.

Some important wildlife species that have been identified within the reserve include the Pacific Baza (*Aviceda subcristata*), Powerful Owl (*Ninox strenua*), Satin-bower Bird (*Ptilonorhynchus violaceus*), Australian Wood Duck (*Chenonetta jubata*), Butcher Bird (*Cracticus torquatus*), Red-bellied Black Snake (*Pseudechis porphyriacus*) and the Peron's Tree Frog (*Litoria peronei*).

**Reserve Impacts**

**ENCROACHMENTS:** There are recorded reserve encroachments at 12 Dalrymple Avenue, 1 and 49 Coolaroo Road, 19 and 21 Craner Crescent and 12A and 22X Greville Street. All reserve encroachments will be requested to be removed at an appropriate time.

**Wildlife Habitat Issues**

Residential properties are adjacent to most boundaries of the reserve and these may produce excess noise, light and vegetation disturbances that are not ideal for wildlife.

The scarce availability of natural tree hollows in the reserve presents an issue in providing shelter and breeding habitat for native arboreal fauna. Similarly, the lack of dense grasses and sedges as well as the removal of Lantana, has meant a loss of potential nesting and foraging habitat for small birds such as the Fairy-wrens and Finches.

There is also the issue of lighting along the streets and pedestrian path that dissects the reserve at the end of Moola Parade. These lights shine deep into the reserves which has an impact on the foraging activity of nocturnal fauna.

An ongoing issue in the reserve that affects wildlife habitat is the accumulation of sediment in Coolaroo Creek via stormwater flows. Despite ongoing sediment removal, stormwater runs from the streets and properties into drainage lines and then into Coolaroo Creek, bringing with it rubbish, weed seed, excess nutrients, chemicals and sediment. Excess sediment is particularly bad as it reduces the capability of ponding to occur, reducing suitable habitat for aquatic species.

Chatswood Golf Course is adjacent to the reserve and the wide open grass areas of the course encourage pest animals like foxes and rabbits. Foxes have been recorded entering the reserve and are a known major impact on native animal populations.

**Achievements**

A major achievement within Coolaroo Reserve was the restoration of severely degraded bushland at the Greenlands Road entrance adjacent to 39 Coolaroo Road. This area was a large patch of Lantana and Privet with a vegetation condition rating of Very Poor. Weed material was removed by machinery and then the site was sandstone capped and indigenous plants planted to encourage native plant regeneration, provide habitat for reptiles and other wildlife, and to improve water movement. This area now requires little maintenance weed removal work and has a vegetation condition rating of Good.

Several stormwater drainage lines have been rock armoured to reduce erosion and to improve the movement of water within the reserve and into Coolaroo Creek.

The Coolaroo Reserve Bushcare group has continued to work in the reserve for more than 10 years with a member from the original group still an active member.

Public access into and through Coolaroo has been upgraded over time including the restoration of the pedestrian bridge through the middle of the reserve over the creek and at reserve entrances.

There has been significant reduction in woody weeds and vines along the western side of the reserve. Combined with revegetation works, will help improve the overall condition of the reserve.

**Bushland Management Goals – Coolaroo Reserve**

This bushland Reserve Action Plan has identified the following management aims from the Urban Bushland Plan of Management 2014 as priority objectives:

- 5.3b: To create and/or maintain conditions in which creek and drainage lines are protected from increased erosion and/or sedimentation due to urban impacts.
- 5.4b: To maintain the integrity of bushland reserves through the reduction of encroachments and other boundary impacts.
- 6.2f: To preserve and increase ecological links across the LGA and regionally to assist the movement of fauna.
- 6.2g: Maintain natural habitat formations and supplement with manufactured structures where natural habitat has been depleted.
- 6.3b: To implement weed control programs which are based on regeneration and restoration principles and which increase bushland resilience to further weed infestation.
- 7.1g: To manage fire such that the fire regime and implementation of the burn is beneficial to flora and fauna diversity and habitat.
- 10.1b: To ensure that leases and licences for activities undertaken in, or adjoining, or impacting on, bushland areas are compatible with the sustainable management of bushland.

**Bushland Management – General Principles for all Reserves**

- a. Bushland regeneration is a long term process requiring staged weed removal to ensure establishment of native plant communities. Work will proceed from good bush to degraded areas with techniques that encourage regeneration.
- b. If possible, weed refuse and natural debris composted on-site.
- c. If natural regeneration is deemed inadequate, supplementary plantings to mimic local plant communities and landscapes will be used with local provenance species.
- d. Standing dead trees and forest litter (including logs/branches) to be kept for wildlife habitat unless deemed a risk to safety.
- e. Monitor, maintain and enhance vegetation connectivity for wildlife habitat within the reserve and reserve networks.
- f. *Phytophthora cinnamomi* (a root rot pathogen) is listed as a key threatening process in NSW. Bushland workers are to use hygiene protocols to minimise risk.
- g. Report and record all reserve encroachments. Monitor for tree vandalism and/or removal and report to Council Compliance for appropriate action.
- h. Monitor wildlife habitat and supplement where necessary.
- i. Monitor feral animal activity and implement appropriate management actions where necessary.
- j. Encourage the community to report wildlife sightings via the Wildlife Watch Program.
- k. Bushfire management will be achieved through implementation of a strategic hazard reduction program consistent with the Bushfire Risk Management Plan.
- l. Species diversity will be maintained by an ecological burn program in a mosaic pattern.
- m. Monitor and protect Aboriginal cultural heritage sites. Bushland staff to notify Aboriginal Heritage Office prior to a burn to identify sites and implement protection measures.

n. Preserve natural features for educational purposes and continue to inform the community of bushland issues through on-site activities and signage.

o. Formal tracks to be maintained and unwanted tracks to be closed to prevent damage to habitat and to impede access of feral animals, unless used for access by bushland workers.

p. Establish photo points to monitor work and review annually.

q. Protection of habitat is required for flora and fauna species found in reserves listed under State and Commonwealth legislation as threatened species.

r. The collection of rubbish from bushland is carried out by Council contractors and bushland field staff as required.

**Native Animal Species List for Coolaroo Reserve**

Coolaroo Reserve provides habitat for a number native animals. A list of these species can be found at

<http://edocs.willoughby.nsw.gov.au/DocumentViewer.aspx?dsi=51854450>

**Native Plant Species List for Coolaroo Reserve**

<b>FERNS</b>	<i>Hibbertia dentata</i>	<i>Ptilosporum undulatum</i>
<b>ASPENACEAE</b>	<i>Elaeocharis</i>	<i>Plantaginaceae</i>
<i>Alphitonia australis</i>	<i>Eleocharis reticulata</i>	<i>Veronica plicata</i>
<i>Alphitonia fasciculata</i>	<i>Eriocaulon</i>	<i>POACEAE</i>
<b>BELUCHACEAE</b>	<i>Leucopogon juniperinus</i>	<i>Banksia serrata</i>
<i>Blechnum cartilagineum</i>	<i>EUPHORBIACEAE</i>	<i>Grevillea linearifolia</i>
<i>Coccoloba aspera</i>	<i>Omalotheca populifolia</i>	<i>Parsonsia levis</i>
<b>CYTHACEAE</b>	<i>FABACEAE</i>	<i>RANUNCULACEAE</i>
<i>Cyathia australis</i>	<i>Acacia decurrens</i>	<i>Clematis aristata</i>
<i>Cyathia cooperi</i>	<i>Acacia inifolia</i>	<i>RUBIACEAE</i>
<b>DIMORPHACEAE</b>	<i>Acacia scopulorum</i>	<i>Miconia aximoides</i>
<i>Phendulum esculentum</i>	<i>Acacia suaveolens</i>	<i>Opeocleria aspera</i>
<b>DIPSACACEAE</b>	<i>Acacia ulicifolia</i>	<i>Pomadouria umbellata</i>
<i>Cacophonia dielsii</i>	<i>Clypea candelabra</i>	<i>RUTACEAE</i>
<b>GERANIACEAE</b>	<i>Fendlerbergia violacea</i>	<i>Zeria smithii</i>
<i>Gwehenia dicarpa</i>	<i>Pultenaea flexilis</i>	<i>SANDWICHIAEAE</i>
<b>LINDLEACEAE</b>	<i>GERANIACEAE</i>	<i>Cupaniopsis anacardioides</i>
<i>Lindaea linearis</i>	<i>Cerastium colanderi</i>	<i>Dioscorea triquetra</i>
<b>POLYTRICHAEEAE</b>	<i>LAMNACEAE</i>	<i>Solanaceae</i>
<i>Phlegmarium bifurcatum</i>	<i>Clerodendrum tomentosum</i>	<i>Solanum aviculare</i>
<i>Pyrrhia ruscifolia</i>	<i>Plectranthus parvifolius</i>	<i>Urticaceae</i>
<b>PIPERACEAE</b>	<i>LOBELIACEAE</i>	<i>Trema aspera</i>
<i>Adiantum aethiopicum</i>	<i>Pratia purpurascens</i>	<b>MONOCOTS</b>
<i>Adiantum nigridium</i>	<i>MELIACEAE</i>	<i>Azorella</i>
<i>Adiantum formosum</i>	<i>Ficus rubiginosa</i>	<i>Livistona australis</i>
<b>THELYPTERIDACEAE</b>	<i>MIRISTICACEAE</i>	<i>COMMELINACEAE</i>
<i>Cochlidium dentatum</i>	<i>Alpinia variabilis</i>	<i>Commelinia cyanea</i>
<b>DICOTS</b>	<i>MIRTACEAE</i>	<i>CYPRESSACEAE</i>
<i>Acacia thornleyi</i>	<i>Acmenia smithii</i>	<i>Lepidosperma laterale</i>
<i>Psuedanthemum lanigale</i>	<i>Daniella fascicularis</i>	<i>JUNCACEAE</i>
<b>ARACEAE</b>	<i>Angophora bakeri</i>	<i>Juncus ustulatus</i>
<i>Centella asiatica</i>	<i>Angophora costata</i>	<i>LOMBARDIACEAE</i>
<i>Hydrocotyle pedunculata</i>	<i>Alphitonia variabilis</i>	<i>Lomatium longifolium</i>
<i>Xanthoxia plicata</i>	<i>Corymbia gummifera</i>	<i>LUTERACEAE</i>
<b>APURILACEAE</b>	<i>Eucalyptus crassifolia</i>	<i>Eustrephus latifolius</i>
<i>Polycyathus sambucifolia</i>	<i>Eucalyptus haemastoma</i>	<i>PHORMIACEAE</i>
<b>APURILACEAE</b>	<i>Eucalyptus pilularis</i>	<i>Daniella caerulea var. caerulea</i>
<i>Typhonia barbata</i>	<i>Eucalyptus piperita</i>	<i>producta</i>
<b>ASTROACEAE</b>	<i>Eucalyptus saligna</i>	<i>Daniella revoluta</i>
<i>Crochostemum diosmifolium</i>	<i>Kunzea ambigua</i>	<i>POACEAE</i>
<b>BURROUNIACEAE</b>	<i>Melaleuca linearifolia</i>	<i>Echinopogon caespitosus</i>
<i>Pandanus pandorana</i>	<i>Syncarpia glomulifera</i>	<i>Eriolaia stricta</i>
<b>CALAMITACEAE</b>	<i>ORCHIDACEAE</i>	<i>Isopogon cyathicus</i>
<i>Albacarraria littoralis</i>	<i>Notelaea longifolia</i>	<i>Microseris stipoides</i>
<b>CONVOLVULACEAE</b>	<i>PRYLLANTHACEAE</i>	<i>Oplismenus imbecilis</i>
<i>Dichroa repens</i>	<i>Dryas alata</i>	<i>POACEAE</i>
<b>CYNOCHACEAE</b>	<i>Glochidion festinandi</i>	<i>Themedia triandra</i>
<i>Savera rubroides</i>	<i>POGONIACEAE</i>	<i>SALICACEAE</i>
<b>CALLITRICHACEAE</b>	<i>Micranthemum ericoides</i>	<i>Smilax glycyphylle</i>
<i>Cerastium apiculatum</i>	<i>PITTOCORACEAE</i>	<i>URTICACEAE</i>
<b>CERATOPHYLLACEAE</b>	<i>gummiferum</i>	<i>Blandfordia scandens</i>
<i>Schizanthus ovata</i>	<i>Boronia ovata</i>	<i>Scheuchzeria undulata</i>
<b>DILENIACEAE</b>	<i>Ptilosporum revolutum</i>	

Draft June 2020

All actions within this plan relate directly to the Willoughby City Council Urban Bushland Plan of Management Volume 1, 2014

\* = Urban Bushland Plan of Management – Volume 1, 2014

2020 - 2025

ATTACHMENT 3

# Coolaroo Reserve Action Plan

Lane Cove North

Public Exhibition Summary Report  
June 2020

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## Coolaroo Reserve - Background

Coolaroo Reserve is a relatively small 2.7 hectare bushland reserve that is important for habitat and as a wildlife corridor linking with larger bushland areas in Ferndale, Mowbray and the Lane Cove National Park. Coolaroo Creek runs through the entire length of the reserve, and there is a Bushcare volunteer group working to rehabilitate degraded bushland.

Key Actions for the Draft Reserve Action Plan:

- Removal of landscape encroachments
- Installation of signage; and
- Bush regeneration.

## Community Consultation - Communication Methods

### Coolaroo Reserve Action Plan – Community Consultation

	STAKEHOLDER	COMMUNICATION METHOD	DATE	CLOSING DATE FOR COMMENTS
1.	Local Residents	<ul style="list-style-type: none"> <li>• Survey accessible online at Have Your Say Willoughby</li> <li>• Letters mailed to approximately four hundred and ninety six (496) properties (refer Appendix – Resident letter distribution area)</li> </ul>	30/03/20	27/04/20
2.	Reserve Visitors	<ul style="list-style-type: none"> <li>• Notification signs displayed in reserve</li> </ul>	30/03/20	
3.	Natural Heritage and Bushland Advisory Committee	<ul style="list-style-type: none"> <li>• Site visits to reserve completed</li> <li>• Bushland Team Leader notified committee members that plan will be available on Have Your Say Willoughby</li> </ul>	06/02/20 & 05/03/20 (site visit)	

## Community Consultation - Respondents

- Eleven responses received via the online survey *Have Your Say Willoughby*.
- Five responses were received via email.

## Public Exhibition - Comments Received

<b>How frequently do you visit Coolaroo Reserve?</b>	
• Daily	Survey (6)
• Weekly	Survey (4)
• Monthly	Survey (0)
• A few times each year	Survey (0)
• Never	Survey (1)
<b>What's the main reason you visit the Reserve?</b>	
• Walking	Survey (4)
• Nature appreciation	Survey (3)
• Bushcare	Survey (1)
• Walking Dog	Survey (1)
• Other	Survey (2)
<b>Have you viewed the Draft Reserve Action Plan?</b>	
• Yes	Survey (11)
• No	Survey (0)
<b>Do you support the Draft Coolaroo Reserve Action Plan?</b>	
• Yes	Survey (5)
• Yes, with changes. Please explain in the comment box below	Survey (6)
• No, with changes. Please explain in the comment box below	Survey (0)
<b>Summary of Comments</b>	
• Encroachments	One (1)
• Access	Two (2)
• Weed removal	Four (4)
• Expenditure	One (1)
• Water runoff	Four (4)
• Wildlife	One (1)
• Easements	One (1)
• Bushcare	One (1)
• Vegetation removal	One (1)
• Bush regeneration	Two (2)
• Herbicide	One (1)
<b>Suburb</b>	
• Castlecrag	Survey (1)
• Chatswood West	Survey (1)
• Chatswood	Survey (3)
• Lane Cove North	Survey (6)



	SUBMISSION	RESPONSE
1.	<p>Having had a look at the plan online, it all looks very altruistic and the Bush Care group have a done a great job in this area to date, however I would like to know how much this will cost to the ratepayers?</p> <p>Also is it necessary at a time when the Council should probably be spending money on more critical projects or maintenance of existing amenities?</p>	<p>The Environmental Levy is designated specifically to fund this work.</p> <p>The Environmental Levy does not reduce spending on other projects.</p>
2.	<p>Thanks for your letter in relation to the Coolaroo Reserve Action Plan. We think this is a great idea. The only comment we have is about the storm water that flows down the street when it rains. The water rushes down the street and into the creek opposite number 23 Moola Parade and not 27 as per your study.</p> <p>The reason for the high amount of water on the road is that the drain outside number 19 Moola Parade is blocked.</p>	<p>Contractors will provide extra attention to 23 Moola Parade. Action 6 of the Reserve Action Plan has been amended to include 23 Moola parade.</p> <p>The blocked drain will be investigated by Council and cleaned where required.</p>
3.	<p>Congratulations on a very thorough and extensive report. I do have on query. What thought has been given to the care and retention of the Australian Brush Turkey?</p> <p>I have noticed a suspiciously sudden absence of the Turkeys Recently. Have they been culled?</p>	<p>There are number of measures that Council implements to help protect the Australian Brush Turkey along with other native animals including fox baiting and establishing wildlife protection areas.</p> <p>Council has no evidence of culling. The species is protected under the Biodiversity Conservation Act 2016, which makes it to illegal kill, injure or capture them.</p>
4.	<p>Thank you for the opportunity to comment on the draft Coolaroo Reserve Action Plan, March 2020.</p> <p>We have very much enjoyed the native bushland in the reserve. We have always been impressed with Council's policy of keeping the bushland in as close to a natural state as possible, given the high cost of upkeep and the limited budget available. We also wish to complement WCC's Bushland Team that spends a lot of time on removing weeds, noxious plants and the like from behind our property.</p> <p>While we are generally happy with the new Draft Plan, we would nevertheless like to propose an update relating to Council's 3.1m easement between 15 Coolaroo Road as well as 17 and 17a Coolaroo Road. The 3.1m easement is essentially an extension of Coolaroo Reserve which carries stormwater in 2 large underground pipes from Coolaroo Road into the bushland. It is referred to in proposed actions 6, 8 and 19 of the draft Plan. Over the years Council has done an</p>	<p>Both sides of the easement will continue to be maintained and monitored by Bushland Staff, as mentioned in actions 8 and 19 of the Reserve Action Plan. Action 6, 8 and 19 have been amended accordingly to include the weed removal between 17a and 15 Coolaroo Road.</p>

	<p>excellent job in removing Banksia and other trees from the easement, as well as planting a couple of large and expensive Cheese trees back in 2011 which look fantastic today. Our thanks to the Open Space Coordinator and Bushland Supervisor for this important initiative. However, in our view, some ongoing maintenance of the land is now needed to remove weeds etc.</p> <p>The nearby properties have managed to keep much of the 3.1m easement in a reasonable state over the years, by mowing the grass and planting small scrubs etc., but it would be particularly useful if the WCC Bushland Team could now add the easement to their ongoing maintenance program. We would think that a couple of times a year would be needed to clear the Fishbone Ferns that have flourished in recent months and do a general tidy-up as well. We will continue to mow the grass at the top of the easement and I would anticipate that our neighbours will continue to maintain their rockery plants as well.</p> <p>If Council accepts our proposal we will leave it to you to do the necessary minor updates to the draft Plan. Thanks for that.</p>	
5.	<p>It is a beautiful area - current bush care folks have made a huge improvement, but there are still a lot of non-natives growing and trying to take over. additional support would really help bring it back to its native glory.</p>	<p>Continued support will be given to the Council's bush regeneration team and the bushcare group.</p>
6.	<p>The major thrust of the Council's work will continue to be on the removal of weeds - many of which are garden escapees. I would suggest that this reserve plan and others address the weed problem more aggressively by developing and implementing a public education program - as has been done in the past - on the removal of the more problematic weeds. This should be backed by Council assistance with weed removal for those needing such support.</p>	<p>Consideration will be given to exploring ideas for a more proactive public education program.</p> <p>An ongoing bushcare program has already been established by Council, consisting of over 40 bushcare groups. The program provides free training, technical advice, tools, plants, newsletters and celebrations to support Bushcare volunteers. In addition, these groups are supported by Council field staff in removing more problematic infestations of weeds.</p>
7.	<p>I think there are too many trees and weeds that are right next to the road on Moola Parade and are overhanging power lines and people's front yards these are extremely dangerous to people that use the street and have brought power lines down and damaged people's houses on many occasions.</p> <p>These trees and plants should be removed and replaced with native grasses and larger trees planted deeper in the bush.</p>	<p>Trees in the reserve are assessed by Council staff on a case-by-case basis as to where they pose a safety issue to the public and property. Trees that are deemed unsafe will be removed where required.</p> <p>Weed removal along Moola Parade will continue with replacement of native plant species.</p>
8.	<p>Public rights of way between 63 and 61 Coolaroo Rd through to Cramer Crescent are not passable</p>	<p>The easements both sides of the Reserve do not constitute an official path through the</p>

	<p>and overrun with weeds and debris. This area should also be accessible.</p> <p>Lomandra is noted in the Draft Reserve Action Plan, this is often planted to provide protection for small animals. However, Lomandra is often mass planted and not maintained in or around in any way - given its tough spikey nature it also harbours other weeds which then get out of control as sites cannot be accessed due to the spikey lomandra. Rather than regenerating it exacerbates the problem. Other grasses should be used in place of lomandra (eg dianella) which also provide cover to small animals without causing issues with weeds/access for ongoing management.</p>	<p>reserve. It is unlikely to that Council will remove that vegetation as that will encourage unnecessary disturbance by the creation of an unsafe walking track. The easement at Cramer Crescent also poses a safety issue as it is located on a steep and unstable slope of building debris.</p> <p>Action 7 in the Reserve Action Plan mentions that other groundcover species, including Dianellas, are used as part of Council's planting works in the Reserve. Consideration will be given to planting less Lomandras and more of other native groundcover species.</p>
9.	<p>Important points that the Reserve Action Plan highlights are the removal of invasive and non-native plant species; removal of encroachments of neighbouring properties; and improving water flow in Coolaroo Creek.</p>	<p>Bushland staff and contractors will continue to remove weeds, encroachments and improve water flow in Coolaroo Creek.</p>
10.	<p>At the back of property 25 Coolaroo there is a large amount of weed, I believe Lantana and vines that is overgrown. I propose a change to the plan to include removal of this weed.</p>	<p>The area is within the scope of contractors works in the reserve. Contractors will control and incrementally remove the Lantana and vines behind 25 Coolaroo Road as part of their future works.</p>
11.	<p>The Reserve Action Plan deals with the primary issue of the need for bush regeneration and weed removal. Given access into the Reserve is limited to one single concrete path joining two streets, there is not much else to say. The reserve appears too narrow to justify establishing a walking track through it parallel to the creek.</p>	<p>Bushland staff and contractors will continue to carry out its weed removal and bush regeneration works.</p>
12.	<p>A very large gum tree has fallen from the northern side of the creek, across the creek and up onto the south side. This is approximately behind #61 Coolaroo Rd. I think with the flow during very heavy / extreme rain falls in the creek it could be dangerous as it may cause a damming effect. Maybe just cut a section out at the creek.</p>	<p>The fallen tree will be cut and repositioned to avoid blocking the creek.</p>
13.	<p>In regards to Point 2. There has been some damage to this area due to fallen trees during the big storm that happened earlier this year. When a big storm happens the passive creek that typically has minimal water flowing turns into a fast paced river with quite a bit of water. I'd like to see the fallen trees removed to allow the water to flow as necessary for the next storm and not cause any more damage which would happen by the water flowing unnaturally, eroding the banks support, and thus causing more trees to fall. Essentially,</p>	<p>Fallen trees will be cut and repositioned to avoid blocking the creek.</p>

	<p>we want to avoid any more trees falling.</p>	
<p>14.</p>	<p>I have had a good look at the action plan and value the work that has been done and continues to be done.</p> <p>Please note that I have spoken with Willoughby Council's Bushland Supervisor in 2019 as a lot of weed killer was being used on several occasions on the nature strip along Moola Parade, which I believe has been stopped (or being refrained) since I brought this to the Bushland Supervisor's attention. This was not only killing the weeds but also the good grass. During all these years, I have kept the weeds down by mowing a side strip, however when weed killer is being used, it actually affects other types of grass and the biggest challenge we are faced with most recently (during rainy weather or storm events) is soil erosion all along Moola Parade and the nature strip. This has become a major issue as the side of the road is completely being washed away, in addition to cars/trucks driving onto the side (due to other cars or other vehicle being parked on Moola Pde which isn't wide enough in places) increasing additional erosion. Neighbours and I have tried to work around it by rebuilding soil capacity refilling gaps but other place are a lot worst across Moola Pde including severe road damages, affecting road safety and safety to common walkers (as classified special walking zone). As such, can this issue being addressed by:</p> <ul style="list-style-type: none"> <li>• not using weedkiller and retaining vegetation on the side of the road</li> <li>• installing opened concrete ditch systems so as to control the flow of the storm waters rumbling down the side of Moola pde and diverting the flow across diff exit points onto the reserve</li> <li>• widening Moola Parade</li> <li>• redoing the road surface</li> </ul> <p>Thank you for considering these points, I look forward to receiving your feedback and please do not hesitate to contact me.</p>	<p>Bushland staff and contractors will investigate alternatives to using herbicides along the side of Moola Parade and use methods such as manual removal and flame weeding. Any weeds that are removed will be replaced with native vegetation as mentioned in actions 5 and 7.</p> <p>Options for improving stormwater runoff will be investigated including the use of rock armoured swales.</p> <p>Road works along Moola Parade are beyond the scope of this Reserve Action Plan.</p>

15.	<p>I've read the plan and it looks good. The 2 pieces of feedback I have are:</p> <ul style="list-style-type: none"> <li>• The plan does not seem to adequately address the soil erosion along Moola Parade edge, and the consequent future danger posed by the many large trees leaning from the reserve onto Moola parade itself and houses</li> <li>• The stormwater/erosion improvement referenced on Moola parade could be assisted by providing a proper road edge bordering the reserve (currently it is loose and eroding bitumen), as the road edge itself is being eroded away, which in turn is accelerating the soil erosion on the edge of the reserve. The solution does not need to be full kerb and gutter on the reserve edge, but it could be a narrow concrete spill connected to the tarred road with a slight fall into the reserve. The entire street really needs a resurface so maybe it could be all done at once.</li> </ul> <p>Thanks again for the report and seeking input. If any explanation is required, please give me a call.</p>	<p>A sentence will be added to action 6 that states "WCC Bushland Team will investigate additional erosion control options for Moola Parade".</p> <p>Trees in the reserve are assessed by Council staff on a case-by-case basis as to where they pose a safety issue to the public and property. Trees that are deemed unsafe will be removed where required.</p>
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## Appendix

### Website Survey – Have Your Say Willoughby

#### Coolaroo Reserve, Lane Cove North – Draft Reserve Action Plan

Willoughby City Council is seeking community feedback for Coolaroo Reserve.

Please review the Coolaroo Reserve Draft Action Plan in the Document Library and leave your comments below in the survey prior to closure of the community consultation period at 5 pm, Monday 27 April 2020.

Coolaroo Reserve is a relatively small 2.7 hectare bushland reserve that is important for habitat and as a wildlife corridor linking with larger bushland areas in Ferndale, Mowbray and the Lane Cove National Park. Coolaroo Creek runs through the entire length of the reserve, and there is a Bushcare volunteer group working to rehabilitate degraded bushland.

Key Actions for the Draft Reserve Action Plan:

- Removal of landscape encroachments
- Installation of signage and;
- Bush regeneration.

All community members who leave a comment will receive a response after the community consultation period.

**How frequently do you visit Coolaroo Reserve?**

- Daily     Weekly     Monthly     A few times each year     Never

**What's the main reason you visit the Reserve?**

- Nature Appreciation     Walking     Walk with dog     Bushcare volunteer     Other

**Have you viewed the Draft Reserve Action Plan?**

- Yes     No

**Do you support the Coolaroo Draft Reserve Action Plan?**

- Yes     Yes, with changes. Please explain in the comment box below  
 No. Please explain in comment box below

## Notification

### Letter to Residents

**PLANNING & INFRASTRUCTURE**  
Environmental Unit

30 March 2020

Willoughby City Council  
PO Box 57  
CHATSWOOD NSW 2057

Dear Sir/Madam

**RE: DRAFT COOLAROO RESERVE ACTION PLAN**

Council has updated the Bushland Reserve Action Plan for Coolaroo Reserve. The Draft Plan outlines bushland management actions to preserve and enhance local ecological values.

Key actions include Removal of landscape encroachments, installation of signage and bush regeneration.

We welcome your feedback on the Draft Plan and invite you to view and comment through Have Your Say Willoughby at [www.haveyoursaywilloughby.com.au](http://www.haveyoursaywilloughby.com.au) by **5 pm, Monday 27 April 2020**.

Alternatively, comments should be marked to the attention of Council's Natural Assets Officer, Nicholas Yu to the address below or via email to [email@willoughby.nsw.gov.au](mailto:email@willoughby.nsw.gov.au)

Bushcare volunteers are essential to the preservation of Willoughby's bushland. If you would like to join or find out more information about Coolaroo Bushcare Group, or any of the other groups, you can do so by clicking on the following link:

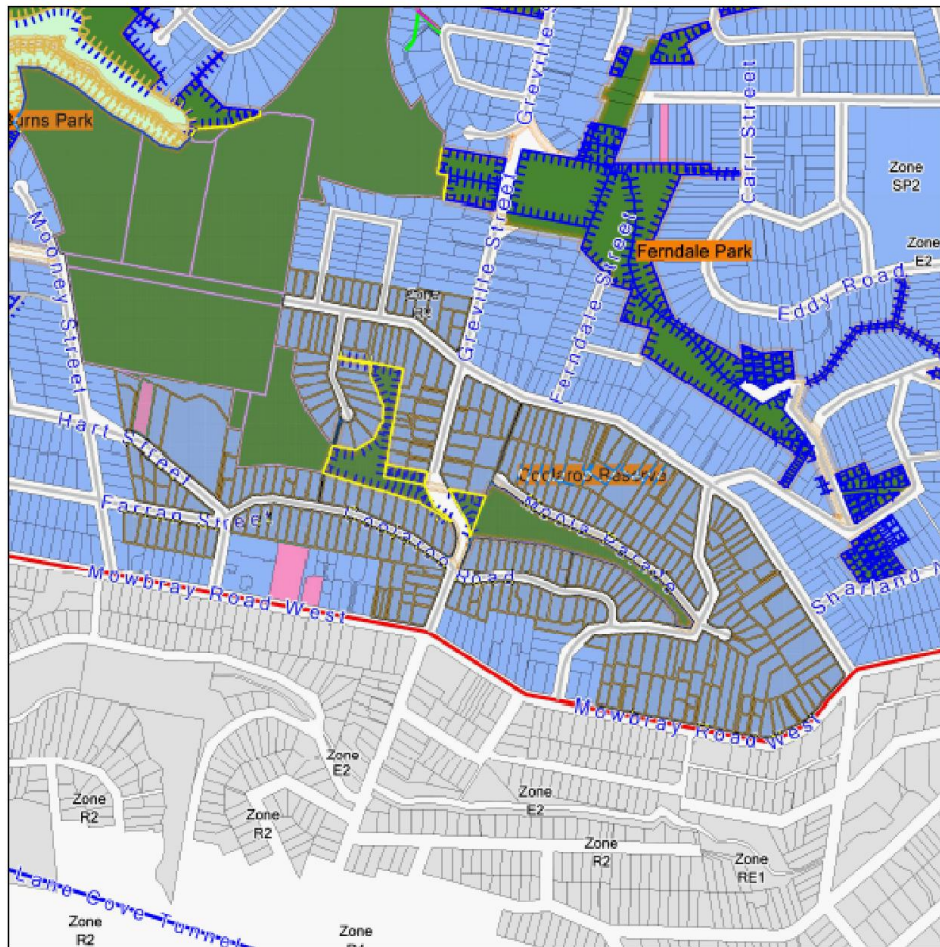
<http://www.willoughby.nsw.gov.au/environment--sustainability/bushland-wildlife/bushcare/>

Yours sincerely,

Alfred Bernhard  
BUSHLAND TEAM LEADER

(Computer printed copy - No signature required)

Resident Letter Distribution Area



Approximately 496 residences



## Notification Signage



## COOLAROO DRAFT RESERVE ACTION PLAN

Council has created an updated Reserve Action Plan for Coolaroo Reserve and is seeking comments from the community regarding this Draft.

**Have Your Say about the Draft Plan by:**

- **Commenting on the Have Your Say Willoughby website**
- **Writing to Council**

To view the plan and to make comments, please go to:

**[www.haveyoursaywilloughby.com.au](http://www.haveyoursaywilloughby.com.au)**

Alternatively, send your comments marked to the attention of Council's Natural Assets Officer, Nicholas Yu to the address below or via email to [email@willoughby.nsw.gov.au](mailto:email@willoughby.nsw.gov.au)

The submission period will close at **5pm, Monday 27 April**.

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**15.10 ANNUAL FEE FOR MAYOR AND COUNCILLORS 2020-2021**

<b>ATTACHMENTS:</b>	<b>1. IMPLICATIONS</b>
<b>RESPONSIBLE OFFICER:</b>	<b>GREG MCDONALD – CUSTOMER &amp; CORPORATE DIRECTOR</b>
<b>AUTHOR:</b>	<b>SHERRYN WILLIAMS – TEAM LEADER GOVERNANCE</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>5.1 – BE HONEST, TRANSPARENT AND ACCOUNTABLE IN ALL THAT WE DO</b>
<b>MEETING DATE:</b>	<b>27 JULY 2020</b>

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**1. PURPOSE OF REPORT**

To determine the fees to be paid to the Mayor and Councillors for the 2020/2021 financial year.

**2. OFFICER'S RECOMMENDATION**

That Council pursuant to section 248 and 249 of the *Local Government Act 1993*, fixes the annual fee at the maximum level for Metropolitan Medium category based on the 2020 determination of the Local Government Remuneration Tribunal, for the period 1 July 2020 to 30 June 2021 as follows:

1. Councillors annual fee of \$25,790.
2. Mayor additional fee of \$68,530.

**3. BACKGROUND**

Each year, the Local Government Remuneration Tribunal (the Tribunal) may determine the annual fee payable to a mayor and councillor under section 241 of the *Local Government Act 1993* (the Act). The fee is scaled according to the category a council falls within and the category can be determined at least once every three years under section 239 of the Act.

This report presents the results of a recent reclassification of Willoughby Council and seeks to amend the fees paid to Councillors accordingly.

**4. DISCUSSION**

The Local Government Remuneration Tribunal (the Tribunal) released its report and determination on 10 June 2020 under sections 239 and 241 of the *Local Government Act, 1993* (the Act). The Tribunal is required to report to the Minister for Planning and Public Spaces 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 determining the maximum and minimum fees payable in each of the categories, the Tribunal is required, pursuant to section 242A (1) of the 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, mayors, chairpersons and members of county councils.

In the 2017, the Tribunal's *Annual Report and Determination*, Willoughby City Council was categorised as a "Metropolitan Small".

In the 2018 and 2019, the Tribunal's *Annual Report and Determination*, Willoughby City Council was categorised as a "Metropolitan Small" and had sought to be re-categorised to "Metropolitan Medium" due to the scale of operations, businesses, regional significance of its centres and high percentage of non-resident visitors workers and resident population. The Tribunal determined on both occasions that Willoughby City Council was to remain situated within the 'Metropolitan Small' category.

In January 2020, Willoughby City Council again sought to be re-categorised as "Metropolitan Medium" with a focus on non-resident workers to be included in the population. The submission resulted with the Tribunal reviewing non-resident working populations across all metropolitan councils. The Tribunal came to the conclusion that there was a strong case to recognise the impact on councils of serving significant numbers of non-resident workers.

The criteria now provides 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 has been amended as follows:

*Metropolitan Medium*

*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.*

As a result, in the June 2020 Tribunal's *Annual Report and Determination*, Willoughby City Council was categorised as a "Metropolitan Medium".

The fees set for the 2020/2021 period will be set as per the revised "Metropolitan Medium" category rather than the general 2.5% increase consistent with the Government's policy on wages and is set out in the below table:

	Metropolitan Small Category 2019/2020 Fees	Metropolitan Medium Category 2020/2021
Councillor annual fee	\$20,280	\$25,790
Mayor additional fee	\$44,230.	\$68,530

A council must pay each mayor and councillor an annual fee and the Council may consider and fix its annual fee structure in accordance with the determination of the Tribunal. If a fee structure is not considered and adopted by the Council, the minimum fee structure will be applied in accordance with section 248(4) of the Act.

A range for fees in each category is stipulated each year by the Tribunal. Within this fee range, Willoughby City Council has previously adopted the maximum fee for both the office of Mayor and Councillor. Given the significant duties of these offices and the complexity, scale and breadth of the council, maximum fees are also proposed for 2020/21 in the "Metropolitan Medium" category:

Metropolitan Medium Category		
	Minimum	Maximum
Councillor Annual Fee	\$13,820	\$25,790
Mayor Additional Fee	\$29,360	\$68,530

The determination is publicly available at <https://www.remtribunals.nsw.gov.au/local-government/current-lgrt-determinations>.

## 5. CONCLUSION

It is recommended Council formally determine fees for the Mayor and Councillors for the period 1 July 2020 to 30 June 2021, on the basis of the determination of the Local Government Remuneration Tribunal. The Mayor will continue to receive both Councillors' fee and the Mayoral fee because it is the Tribunal's view that the Mayor will be representing all wards.

## ATTACHMENT 1

<b>IMPLICATIONS</b>	<b>COMMENT</b>
<b>City Strategy Outcome</b>	5.1 – Be honest, transparent and accountable in all that we do
<b>Business Plan Objectives, Outcomes / Services</b>	The Governance team provides support in administering Councillors' fees.
<b>Policy</b>	The Annual Fee for the mayor and councillors is determined by the Local Government Tribunal and is not stipulated by a Council policy.
<b>Consultation</b>	This process is facilitated by the Local Government Remuneration Tribunal (the Tribunal). Council sent a submission to the Remuneration Tribunal in January 2020 in relation to amending the Category from "Metropolitan Small" to "Metropolitan Medium" which was endorsed.
<b>Resource</b>	The fees for the payment of Mayor and Councillors have been provided for in the draft 2020-2021 budget.
<b>Risk</b>	<p>Council may set by resolution the annual fees to be paid to councillors and the mayor within the range determined by the Tribunal. If Council does not fix a fee, the mayor and councillors are to receive the minimum fee determined by the Tribunal for the Council's category.</p> <p>The recommendation is within the fee range parameters set by the Tribunal and is consistent with the provisions under sections 239 and 241 of the Act.</p>
<b>Legal</b>	The review contains no legal implications as Council is determining the Annual Fee for the mayor and councillors as stipulated under the <i>Local Government Act 1993</i> (the Act).
<b>Legislation</b>	<p>The <i>Local Government Act 1993</i> (the Act) guides the payment of fees to Councillors and Mayor:</p> <p><i>A council must pay each councillor an annual fee (s 248(1)).</i></p> <p>and:</p> <p>(1) <i>A council must pay the mayor an annual fee.</i></p> <p>(2) <i>The annual fee must be paid in addition to the fee paid to the mayor as a councillor (s 249).</i></p> <p>The fact that the Mayor is also a Councillor is covered in the Act:</p> <p><i>A mayor elected for an area is one of the councillors of the council for the area (s 282 (3)).</i></p> <p>The Act's Dictionary defines a councillor as "a person elected or appointed to civic office, and includes a mayor".</p> <p>Finally, the Act provides that:</p> <p><i>A Council may fix the annual fee and, if it does so, it must fix the annual fee in accordance with the appropriate determination of the Remuneration Tribunal (s 248 (2)).</i></p>

## 15.11 PUBLIC ART POLICY - OUTCOME OF PUBLIC EXHIBITION AND ADOPTION

ATTACHMENTS:	1. IMPLICATIONS 2. DRAFT PUBLIC ART POLICY
RESPONSIBLE OFFICER:	CHRIS BINNS – PLANNING & INFRASTRUCTURE DIRECTOR (ACTING)
AUTHOR:	WIL ROBERTSON- URBAN DESIGN SPECIALIST
CITY STRATEGY OUTCOME:	3.4 – CREATE DESIRABLE PLACES TO BE AND ENJOY
MEETING DATE:	27 JULY 2020

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### 1. PURPOSE OF REPORT

To report on the outcomes of the public exhibition and seek the adoption of the draft *Public Art Policy* (the Policy).

### 2. OFFICER'S RECOMMENDATION

That Council:

1. Adopt the *Public Art Policy*.
2. Revoke the *Willoughby City Council Public Art Policy (2009)*.
3. Delegate authority to the Chief Executive Officer to make minor and administrative amendments to the *Public Art Policy*, which do not alter the intent.

### 3. BACKGROUND

Councillors received a briefing on the Policy and process on 17 February 2020.

Council at its meeting on 11 May 2020, resolved to place the Policy (**refer Attachment 2**) on public exhibition for 28 days. The exhibition period for the Policy occurred from 20 May 2020 and ended 10 June 2020.

Following the conclusion of the public exhibition period this report presents the summary of feedback on the Policy for Council's endorsement which will replace the existing policy.

### 4. DISCUSSION

The draft Policy was exhibited on Council's 'Have Your Say' webpage from 20 May 2020 and ended 10 June 2020. In this period, the webpage had 28 visitors and received no formal submissions requiring amendment of the draft Policy. Direct consultation with the arts community in developing and reviewing the draft Policy proved valuable in gaining support. As such, it is proposed that no amendments are made to the draft Policy.

The exhibited Policy replaces the existing Council policies relating to public art.

## 5. CONCLUSION

The draft *Public Art Policy* was placed on public exhibition for 28 days. Following exhibition of the Policy, no changes are proposed and it is recommended for Council's adoption.



## ATTACHMENT 1

IMPLICATIONS	COMMENT
<b>City Strategy Outcome</b>	3.4 – Create desirable places to be and enjoy
<b>Business Plan Objectives, Outcomes/ Services</b>	Strategic Planning Better Practice Roadmap – Better practice service – Public Art Policy update (Reference Analysis – NSW Government Architect - Better Placed)
<b>Policy</b>	This matter relates to the updating of a Council policy – <i>Public Art Policy</i> . This is a required policy under <i>Chatswood CBD Planning and Urban Design Strategy to 2036</i> as endorsed by Council in June 2017
<b>Consultation</b>	<ul style="list-style-type: none"> <li>• Internal Consultation with relevant staff.</li> <li>• Direct contact and consultation with the arts community prior to Council endorsement for exhibition.</li> <li>• Public exhibition in accordance with Circular 17 April – Office of Local Government <a href="#">20-12 Modification of statutory requirements in response to the COVID-19 pandemic</a> the Local Government (General) Regulation 205 (the Regulation) that removed requirements for newspaper advertising.</li> </ul>
<b>Resource</b>	Within existing budgets and operational resources
<b>Risk</b>	The previous policy is out of date and its renewal removes inconsistencies in its application.
<b>Legal</b>	There are no legal issues arising in relation to this matter.
<b>Legislation</b>	There is no applicable legislation relating to this matter.
<b>Budget/Financial</b>	This is within approved budget <\$25,000.

## ATTACHMENT 2



## Public Art Policy

DRAFT

<b>Date Adopted / Approved</b>	May 2020
<b>Next Review Date</b>	May 2022
<b>Version</b>	1
<b>Responsible Position</b>	Director Planning and Infrastructure
<b>Administration Reference</b>	5790862

Willoughby City Council – Public Art Policy

## 1. PURPOSE

To provide a framework for the acquisition, assessment, development and management of public art in the Willoughby local area in accordance with community needs and best practice.

This policy enables Council to develop, facilitate and support an ongoing program of temporary and permanent public art for the City which is integrated with the area's unique character and cultural heritage.

## 2. CITY STRATEGY OUTCOME

*Our Future Willoughby 2028 Community Strategic Plan* sets the long-term vision and priorities for the future of our City. Public art plays an important role in the following strategic outcomes:

***A City that is connected and inclusive:***

- 1.2 Respect and celebrate our history and heritage sites
- 1.3 Celebrate and encourage our diversity

***A City that is liveable:***

- 3.4 Create desirable places to be and enjoy
- 3.6 Activate local spaces in creative ways

## 3. APPLICATION

This policy applies to all public art located, or proposed, in the public realm within the Willoughby local area.

## 4. POLICY PRINCIPLES

Our Public Art Policy is built around the following five key guiding principles that support to reflect our vision of *'Willoughby as a City of Diversity'*:

***Expression*** - providing a platform for individual and community creative and cultural expression. Public art is a connector of place and experience, contributing to the development of a distinct identity reflecting the character of places across Willoughby.

***Engagement*** - as a catalyst to build stronger, more connected communities. Community involvement and social engagement promotes a wide range of social interaction and inclusion in the process of designing and/or producing public art

***Activation*** - as a significant contributor to successful place making, open space planning and urban design. Public art enlivens and enhances the creation and vibrancy of public places. It creates an ongoing conversation between our past, present and future; between ideas and values.

***Creativity*** - where the unique skills of artists/creators who may contribute to Willoughby are recognised and valued. Public art celebrates creativity and innovation, builds the capacity of our creative community and generates employment opportunities.

***Integration*** -to appropriately integrate public art within publicly accessible space across the range of settings of urban and natural environment

The principles and criteria allow for informed, transparent and high quality decision-making when developing, approving or declining proposed public art projects. They also support how Council coordinates and sustainably preserves our existing public art resources.

The commissioning of public artworks and projects will be considered within the context of other Council

objectives, plans and major projects with the aim of measurably adding value to people and place. It will include consultation with experts in the protection and promotion of Aboriginal history and heritage while also recognising that contemporary public art practice includes a diverse range of styles and practices.

## 5. POLICY STATEMENT

The role of public art in urban design, place making and spatial activation is widely recognised for its ability to enliven spaces, contribute a positive sense of place and reinforce social, cultural, economic and heritage values particular to a local area.

Council plays a key role in the development of public spaces and the appropriate integration of public art with development and events.

This policy commits Council to:

- The development of high quality and original public art projects (temporary and permanent) as an integral part of the urban fabric, animation and community life of Willoughby.
- Including public art outcomes across a range of cross functional Council plans and strategies, encouraging innovative approaches and responses to public places and promoting civic engagement and community interaction.
- The adoption of a best practice approach to planning, implementation and delivery of public art. (Public Art Guidelines)
- Encouraging collaborative processes between artists and design professionals in the creation and commissioning of public art, urban design and place making.  
Promote the integration of public art into private developments via statutory planning controls.
- Securing adequate resources to build and maintain a collection of public artworks through:
  - Council's capital works program and/or operational budgets
  - Private sector contributions
  - Public funding for projects and "in kind" support from the community
- Implementing a regular public art maintenance program that:
  - Safeguards and assists in identifying the expected life our public art assets

## 6. RESPONSIBLE OFFICER

The planning, development and management of public art projects is the responsibility of the Director of Planning and Infrastructure. They are accountable for the administration of the policy, reporting, implementing, monitoring and providing a point of contact about the meaning and applications of the policy.

## 7. MONITORING AND REVIEWS

The Urban Design Specialist is responsible for the review of this policy every 4 years. It may also be reviewed and updated as necessary as Council's priorities and planning controls require it; or when Council's related plans, policies, functions, structure or activities change.

The monitoring of this policy will be undertaken in accordance with the Willoughby Asset Custodianship Policy.

## 8. SUPPORTING INFORMATION

### 8.1 IMPLEMENTATION

This policy should be read in conjunction with any related legislation, planning controls and codes of practice and relevant guidelines and procedures.

Governing laws and standards	<ul style="list-style-type: none"> <li>▪ <i>Local Government Act 1993</i></li> <li>▪ <i>Copyright Act 1968</i></li> <li>▪ <i>Moral Rights Legislation 2000</i></li> </ul>
Related policies and other documents	<ul style="list-style-type: none"> <li>▪ Public Art Guidelines</li> <li>▪ Willoughby Development Control Plan 2006</li> <li>▪ Willoughby Asset Custodianship Policy</li> <li>▪ National Association of Visual Arts (NAVA) Code of Practice</li> </ul>
Document History	<ul style="list-style-type: none"> <li>▪ Date amended: 11 May 2020</li> <li>▪ Date ratified: 4 June 2012</li> <li>▪ Date adopted: 23 March 2009</li> </ul>

**Appendix A**

Definition	
Policy	A statement/s of principles and intent that guide decisions to help achieve outcomes and community priorities.
Procedure	A statement or instruction that set out how policies will be implemented and by whom.
Public Art Procedures and Guidelines	outline a consistent whole-of-council best practice approach to be supported and followed in the commissioning, acquisition (and deaccession), donation and management of public art in Willoughby.

DRAFT

**15.12 THE CONCOURSE CHATSWOOD - CLADDING REPLACEMENT  
NEGOTIATED PROPOSAL**

<b>ATTACHMENTS:</b>	<b>1. IMPLICATIONS</b>
<b>RESPONSIBLE OFFICER:</b>	<b>CHRIS BINNS – ACTING PLANNING &amp; INFRASTRUCTURE DIRECTOR</b>
<b>AUTHOR:</b>	<b>TERRIE CHIN – SENIOR PROJECT MANAGER</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>5.1 – BE HONEST, TRANSPARENT AND ACCOUNTABLE IN ALL THAT WE DO. 5.3 – BALANCE THE CREATION OF NEW PUBLIC ASSETS WITH THE UPGRADE OF EXISTING PUBLIC ASSETS</b>
<b>MEETING DATE:</b>	<b>27 JULY 2020</b>

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**1. PURPOSE OF REPORT**

To seek Council's approval to accept the proposal from the preferred bidder for the negotiation for the replacement of the external cladding at The Concourse.

**2. OFFICER'S RECOMMENDATION**

**That Council accept the proposal from the preferred bidder, as outlined in the confidential report, for the replacement of the external cladding of The Concourse, 409 Victoria Avenue, Chatswood.**

**3. BACKGROUND**

Council at its meeting of 10 February 2020, delegated authority to the Chief Executive Officer to negotiate with suitable contractors, including the final terms of the contract and execute all associated documents for the replacement of façade cladding at The Concourse.

The resolution of Council also rescinded the appointment of ARUP to supervise and project manage the façade cladding replacement works for a fee equivalent to 6.5% of the final contract value.

Specifically, it was resolved:

- "1. That Council rescind the following resolution of Council made on 12 August 2019 (Item 15.6):*
  - i. Accept the tender from Buildcorp Pty Ltd for the replacement of the external cladding of The Concourse, 409 Victoria Avenue, Chatswood using option 5a for a lump sum amount of \$7,883,456.*
  - ii. Delegate authority to the Chief Executive Officer to negotiate the final terms of the contract and execute all associated documents.*

*iii. Note that ARUP be appointed to supervise and project manage the façade cladding replacement works, for a fee equivalent to 6.5% of the final contract value.*

2. *That as the rescission motion was carried, that Council:*

- i. In accordance with Clause 178(1)(b) of the Local Government (General) Regulation 2005, decline to accept any of the tenders received for the replacement of façade cladding at The Concourse.*
- ii. In accordance with clause 178(3)(e) of the Local Government (General) Regulation 2005 enter into negotiations with any person with a view to entering into a contract in relation to the replacement of façade cladding at The Concourse.*
- iii. In accordance with Clause 178(4) of the Local Government (General) Regulation 2005, decline to advertise and re-tender to invite fresh tenders as a different outcome would not be expected to be achieved and it is expected that a contract with reduced project risk is capable of being negotiated with the suppliers that submitted a tender.*
- iv. Delegate authority to the Chief Executive Officer to negotiate with suitable suppliers to enable reduced project risk and for the project to be delivered.*
- v. That a report be presented to Council on the outcome of negotiations with suitable suppliers for Council approval, prior to a contract being entered into.”*

This report presents the outcome of the negotiations for Council's consideration.

#### **4. DISCUSSION**

##### **Request for Proposal (RFP) documentation**

In line with the simpler alternative construction methodology, a Request for Proposal (RFP) suite of documents was prepared, including revised technical specification documents.

To comply with the revised requirements of NSW Fire and Rescue, façade cladding replacement of the video screen tower, eastern retail buildings and internal areas of The Concourse were added to the original scope of cladding replacement work.

The RFP documentation was made available to the shortlisted tenderers, via Tenderlink, on 27 March 2020.

##### **Invited contractors**

The tendering Guidelines issued by the Office of Local Government do not apply as Council resolved to negotiate directly with the contractors. Three suitably qualified and experienced contractors were identified for their ability, familiarity and capacity for undertaking façade works at The Concourse

The RFP closed on Tuesday 28 April 2020.



**Proposal Evaluation Panel**

A Proposal Evaluation Panel consisting of representatives from the Project Management and Procurement teams reviewed the submissions and made recommendations via an evaluation report.

The technical and financial assessments/reviews were provided by ARUP and an independent Quantity Surveyor respectively. A probity advisor was engaged to guide procedures and processes relating to interviews, correspondence and negotiations with each of the contractors.

**5. CONCLUSION**

It is recommended that Council accept the proposal from the preferred contractor and authorise the Chief Executive Officer to execute all associated documents.

## ATTACHMENT 1

<b>IMPLICATIONS</b>	<b>COMMENT</b>
<b>City Strategy Outcome</b>	5.1 – be honest, transparent and accountable in all that we do. 5.3 – Balance the creation of new public assets with the upgrade of existing public assets
<b>Business Plan Objectives, Outcomes/ Services</b>	The replacement of flammable cladding at The Concourse is an identified project in the Design and Infrastructure Delivery Unit Business Plan for 2020/21 and 2021/22.
<b>Policy</b>	There are no policy implications arising regarding cladding replacement at The Concourse.
<b>Consultation</b>	Key Council staff and Council's technical advisor, ARUP. Consultation has also been undertaken with key internal stakeholders and Council's venue manager, Century Venues The Concourse. Commercial shop tenants will be consulted after the appointment of a contractor when detailed programs and timing are resolved.
<b>Resource</b>	The project will be completed utilising external expert consultants, external contractors and Council's existing resources.
<b>Risk</b>	<p>The alternative cladding panel system will provide a simpler construction methodology to reduce construction risk.</p> <p>Clarifying qualifications, assumptions and anomalies for the proposals received has reduced overall project and financial risks.</p> <p>Conducting additional noise testing and separable portions within contract - consisting of preliminary testing/investigations prior to main construction will minimise program risks.</p> <p>A detailed programme and construction methodology from the contractor will ensure that the works do not disrupt performances and activities held in The Concourse.</p> <p>On-going consultation with relevant internal and external stakeholders will keep all stakeholders informed.</p>
<b>Legal</b>	Council received legal advice that amendments to the original Council resolution can only be achieved by rescinding all resolutions endorsed at the 12 August 2019 Council meeting; to reject Buildcorp's tender and ARUP's original consultancy engagement, and to re-negotiate with suitable parties. This has been done.
<b>Legislation</b>	<i>Environmental Planning and Assessment Act 1979</i> <i>Building Products (Safety) Act 2017</i>
<b>Budget/Financial</b>	This is within the approved budget and is being sourced from The Concourse Reserve.

## 16 NOTICES OF MOTION

### 16.1 NOTICE OF MOTION - PUBLIC BUS SERVICE

<b>RESPONSIBLE OFFICER:</b>	<b>CHRIS BINNS – ACTING PLANNING &amp; INFRASTRUCTURE DIRECTOR</b>
<b>AUTHOR:</b>	<b>GORDON FARRELLY – SENIOR TRAFFIC ENGINEER</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>2.1 – ENHANCE TRANSPORT CHOICES AND CONNECTIONS THROUGHOUT THE CITY</b>
<b>MEETING DATE:</b>	<b>27 JULY 2020</b>

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#### 1. PURPOSE OF REPORT

Councillor Saville has indicated her intention to move the following Notice of Motion.

#### 2. MOTION

That, in support of reliable and customer focused bus service provision:

- a) Willoughby City Council write to the Minister for Transport and Roads to seek a meeting with Mayor and Chief Executive Officer to discuss the privatisation of State Transit Authority and the impact to on time running, bus stops and bus routes in Willoughby Local Government Area
- b) Request a written guarantee from the Minister for Transport and Roads that:
  - On time running will remain at or better than the current rate of 95 percentage
  - There will be no reduction in the number or movement of bus stops without a formal public consultation process
  - There will be no changes to existing bus routes without a formal public consultation process

#### 3. SUPPORTING INFORMATION PROVIDED BY THE COUNCILLOR ON THE NOTICE OF MOTION

This motion follows a previous motion regarding Willoughby City Council (WCC) support for public bus services adopted at its meeting on 11 November 2019.

Since the previous council resolution, on Thursday 14 May 2020, the NSW Government confirmed their decision to Sell off Sydney's public buses in region 7, 8 and 9 with the release of a timetable highlighting the tender process that will commence in June to this year.

The privatisation experiment has already proven to be a failure, Councillors need only look to the Newcastle and Inner West examples where commuters suffered the closure of hundreds of bus stops, longer journey times, fewer bus services and fewer bus drivers.

It's not just the 3000 directly employed bus drivers, bus schedulers, office support and maintenance workers that will suffer with privatisation, but it's also the constituents you represent in this state, that depend on a reliable, efficient and world class public transport system to keep Sydney moving.

These essential, at-risk, frontline workers need to be supported through this COVID-19 crisis with more than just platitudes from our political leaders but actions that instil confidence and assurance that they are appreciated, especially if there are future outbreaks of the Coronavirus.

It's now time to request that the NSW Government abandons this hugely unpopular political decision. And to ensure the *Keep Our Buses Public* campaign can properly acknowledge and promote your actions, make sure to tag the 'Don't Sell Our Buses' page on Facebook, which can be found here:

<https://www.facebook.com/keepourbusespublic/videos/736146253802812/>

#### 4. OFFICER'S RECOMMENDATION

**That Council:**

- 1. Considers the Notice of Motion from Councillor Saville.**
- 2. Notes the NSW Government and TfNSW are responsible for the carriage and decisions on how to operate bus services.**

#### 5. OFFICER'S COMMENTS

Transport for NSW (TfNSW) is responsible for regulating public and private bus services across NSW. TfNSW funds and works with bus and coach operators to provide service standards for customers. The NSW Government and TfNSW make the decisions on bus services including operating models, service providers, routes and bus stops.

Private operators are used across Sydney and New South Wales to operate bus services on behalf of TfNSW. Private operators running in Willoughby City Council including Forest Coach Lines, Transdev and Transit Systems.

Sydney metropolitan bus contract regions 7, 8 and 9 cover Sydney's Northern Beaches, Willoughby, Ryde, Gladesville, Lower North Shore, the CBD and the Eastern Suburbs.

It is important that bus services that are safe, reliable, frequent and accessible are provided across Willoughby City Council to residents and visitors.

TfNSW media release 'World class transport operators invited to register for bus tenders' on 14 May 2020 states:

- The NSW Government opened the data rooms to assist leading public transport operators, both Australian and international, to register their interest in the tender process of 13 of Sydney's bus contract regions over the next three years. While still to be finalised, it is proposed that the first region to go to tender will be Region 8 in the middle of June 2020, followed by Region 7 in August 2020 and Region 9 in November 2020. Regions 7, 8 and 9 are the three remaining regions operated by State Transit Authority.
- The tender process will seek to deliver service improvements such as higher frequency and more convenient services for customers throughout the day and into

the evening, as well as improved real-time information to allow customers to better plan their journeys and connect with other transport modes.

- The process will also be an opportunity to identify innovative approaches and establish relationships to drive continuous service improvements over the years to come.
- As part of this process, the government will retain control of all assets including buses and depots, and continue to be responsible for setting fares and regulating routes.

Councils and bus operators work together to support the safe and efficient operation of buses along bus routes and at bus zones. TfNSW, bus operators and councils implement bus stops and related infrastructure such as bus shelters. Changes to bus zone regulatory signs on Regional and Local roads are considered by the Local Traffic Committee and approved by Council.

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## 16.2 NOTICE OF MOTION - TREATY ON THE PROHIBITION OF NUCLEAR WEAPONS

<b>RESPONSIBLE OFFICER:</b>	<b>CHRIS BINNS – ACTING PLANNING &amp; INFRASTRUCTURE DIRECTOR</b>
<b>AUTHOR:</b>	<b>DAVID ROBERTS – ENVIRONMENT MANAGER</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>1.2 – PROMOTE SUSTAINABLE LIFESTYLES AND PRACTICES 3.1 – FOSTER FEELINGS OF SAFETY, SECURITY AND CLEANLINESS</b>
<b>MEETING DATE:</b>	<b>27 JULY 2020</b>

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### 1. PURPOSE OF REPORT

Councillor Saville has indicated her intention to move the following Notice of Motion.

### 2. MOTION

**Willoughby City Council is deeply concerned about the grave threat that nuclear weapons pose to communities throughout the world. We firmly believe that our residents have the right to live in a world free from this threat. Any use of nuclear weapons, whether deliberate or accidental, would have catastrophic, far-reaching and long lasting consequences for people and the environment.**

**Therefore, we warmly welcome the adoption of the Treaty on the Prohibition of Nuclear Weapons by the United Nations in 2017, and we call on our national leaders to sign and ratify it without delay.**

### 3. SUPPORTING INFORMATION PROVIDED BY THE COUNCILLOR ON THE NOTICE OF MOTION

1. The COVID-19 pandemic starkly demonstrates the urgent need for greater international cooperation to address all major threats to the health and welfare of mankind. Of paramount importance is the threat posed by nuclear weapons.
2. In any instance of a nuclear detonation, the council including the Mayor and Councillors will be among the first leaders required to coordinate local responses and guide the community.
3. We acknowledge the victims and survivors of the atomic bombings of Hiroshima and Nagasaki, and the upcoming 75th anniversaries of these attacks on 6th and 9th August 2020. To commemorate these anniversaries, our council joins with other Councils across Australia and the world, including City of Sydney, and endorses the International Campaign to Abolish Nuclear Weapons 'Cities Appeal'.

The intent of the motion is aligned and consistent with Willoughby Council's previous nuclear free resolution, with sustainability and resilient cities statements and policies.

Further information on the International Campaign to Abolish Nuclear Weapons can be found here [Cities Appeal](#).

#### **4. OFFICER'S RECOMMENDATION**

**That Council:**

- 1. Considers the Notice of Motion from Councillor Saville.**
- 2. Note that a Nuclear Free Policy has been adopted on 12 August 2002.**

#### **5. OFFICER'S COMMENTS**

##### **5.1 Background**

Council's Nuclear Free Policy was adopted on 12 August 2002. On 26 June 2017 the Notice of Motion tabled by Councillor Saville 'UN Negotiations to Outlaw Nuclear Weapons' lapsed for want of a seconder.

##### **5.2 Discussion**

Nuclear weapons cause massive physical and environmental destruction including ongoing cancer and severe birth defects. There is ample scientific research that confirms the ongoing detriment caused by nuclear weapons.

The International Campaign to Abolish Nuclear Weapons (ICAN), established in Australia in 2007, was awarded the 2017 Nobel Peace Prize for its ground-breaking efforts to achieve a global treaty for the prohibition of nuclear weapons.

ICAN's Treaty on the Prohibition of Nuclear Weapons ("the Treaty") has been signed by 69 nations and ratified by 19 nations. Once ratified by 50 nations, it will enter into force.

While the Australian Government supports the goal of a world free of nuclear weapons, it has not yet signed or ratified the Treaty.

ICAN has launched the Cities Appeal, a campaign for towns and cities to voice their concern for the consequences of nuclear weapons and endorse the Treaty ([www.ican.org](http://www.ican.org)). Six councils in the Sydney region have endorsed the ICAN campaign for adoption of the Treaty and calling on the Federal Government to sign and ratify it without delay.



## 17 CONFIDENTIAL MATTERS

### 17.1 CONFIDENTIAL - NEGOTIATED PROPOSAL - THE CONCOURSE CHATSWOOD - CLADDING REPLACEMENT

**ATTACHMENTS:** 1. IMPLICATIONS  
2. COMMERCIAL IN CONFIDENCE INFORMATION

**RESPONSIBLE OFFICER:** CHRIS BINNS – ACTING PLANNING &  
INFRASTRUCTURE DIRECTOR

**AUTHOR:** TERRIE CHIN – SENIOR PROJECT MANAGER

**CITY STRATEGY OUTCOME:** 5.1 – BE HONEST,  
TRANSPARENT AND ACCOUNTABLE IN ALL THAT  
WE DO  
5.3 – BALANCE THE CREATION OF NEW PUBLIC  
ASSETS WITH THE UPGRADE OF EXISTING PUBLIC  
ASSETS

**MEETING DATE:** 27 JULY 2020

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#### REASON FOR CONFIDENTIALITY

This report is **CONFIDENTIAL** in accordance with Section 10A(2)(c), (d)(i) and (g) of the *Local Government Act 1993*, which permits the meeting to be closed to the public for business relating to the following:

- (c) information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business
- (d) commercial information of a confidential nature that would if disclosed:
  - (i) prejudice the commercial position of the person who supplied it
- (g) advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege

**17.2 CONFIDENTIAL - LEGAL SERVICES REPORT JULY 2020**

<b>ATTACHMENTS:</b>	<b>1. IMPLICATIONS 2. LEGAL SERVICES REPORT (CONFIDENTIAL)</b>
<b>RESPONSIBLE OFFICER:</b>	<b>GREG MCDONALD – CUSTOMER &amp; CORPORATE DIRECTOR</b>
<b>AUTHOR:</b>	<b>SAMANTHA CHARLTON – GOVERNANCE, RISK &amp; CORPORATE PLANNING MANAGER</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>5.1 – BE HONEST, TRANSPARENT AND ACCOUNTABLE IN ALL THAT WE DO</b>
<b>MEETING DATE:</b>	<b>27 JULY 2020</b>

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**REASON FOR CONFIDENTIALITY**

This report is **CONFIDENTIAL** in accordance with Section 10A(2)(c) and (g) of the *Local Government Act 1993*, which permits the meeting to be closed to the public for business relating to the following:

- (c) information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business, and
- (g) advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege

This report provides Councillors with information that assists them to understand the status of current legal matters. The release of this information would provide person(s) with whom Council conducts business or parties that are subject to legal proceedings details of Council's legal strategy, intentions and expenditure. On balance, it is not in the public interest to release information that, if disclosed, would compromise Council's legal prospects.

**17.3 CONFIDENTIAL - VOLUNTARY PLANNING AGREEMENT RELATING TO PLANNING PROPOSAL AT 1A-29 BOWEN STREET AND 6-18 MORIARTY ROAD CHATSWOOD - PUBLIC EXHIBITION**

<b>ATTACHMENTS:</b>	<b>1. IMPLICATIONS 2. DPIE ALTERED GATEWAY DETERMINATION 21/5/20 3. DRAFT PLANNING AGREEMENT</b>
<b>RESPONSIBLE OFFICER:</b>	<b>CHRIS BINNS – ACTING PLANNING &amp; INFRASTRUCTURE DIRECTOR</b>
<b>AUTHOR:</b>	<b>NORMA SHANKIE-WILLIAMS – STRATEGIC PLANNING TEAM LEADER</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>3.5 – MAINTAIN QUALITY OF LIFE BY BALANCING POPULATION GROWTH WITH THE PROVISION OF ASSETS AND SERVICES 5.1 – BE HONEST, TRANSPARENT AND ACCOUNTABLE IN ALL THAT WE DO 5.3 – BALANCE THE CREATION OF NEW PUBLIC ASSETS WITH THE UPGRADE OF EXISTING PUBLIC ASSETS</b>
<b>MEETING DATE:</b>	<b>27 JULY 2020</b>

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**REASON FOR CONFIDENTIALITY**

This report is **CONFIDENTIAL** in accordance with Section 10A(2)(c) of the *Local Government Act 1993*, which permits the meeting to be closed to the public for business relating to the following:

- (c) information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.

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## 18 QUESTIONS WITH NOTICE

### 18.1 QUESTION ON NOTICE FROM CR SAVILLE - WILLOUGHBY ENVIRONMENTAL PLAN

<b>RESPONSIBLE OFFICER:</b>	<b>CHRIS BINNS – ACTING PROPERTY &amp; INFRASTRUCTURE DIRECTOR</b>
<b>AUTHOR:</b>	<b>IAN ARNOTT – PLANNING MANAGER</b>
<b>CITY STRATEGY OUTCOME:</b>	<b>5.1 – BE HONEST, TRANSPARENT AND ACCOUNTABLE IN ALL THAT WE DO</b>
<b>MEETING DATE:</b>	<b>27 JULY 2020</b>

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Submitted by: Councillor Lynne Saville

#### QUESTION

1. With regards to the Willoughby LEP, what is the current status of the un-exhibited Draft LEP?
2. Can you please clarify the status of gazettal of the Draft WCC LEP?
3. When will public comment be permitted for the Draft WCC LEP?
4. Can you please clarify the current status of the planning proposals submitted to WCC (e.g. including Ellis Street, Anderson Street near Wilson and Brian Streets, Albert, Archer/Bertram and Pacific Highway/Wilson)?
5. Is there a specific timeline for a formal process for the WCC LEP? If so, what is the timeline?
6. Can the Planning Minister direct the department to override the Draft LEP?
7. Has there been any recent communication from the NSW Department of Planning, Infrastructure and Environment that resolves issues related to Planning Proposals in the CBD that have been stalled?

#### ANSWER

1. **With regards to the Willoughby City Council's (WCC) Local Environment Plan (LEP), what is the current status of the un-exhibited Draft LEP?**

Strategic work has been undertaken and is continuing to inform the preparation of a revised Local Environmental Plan. It is intended to brief councillors and report a draft LEP to Council before the end of 2020.

The new LEP aims to deliver on the objectives of the North District Plan as expressed in Council's Local Strategic Planning Statement (LSPS). The LSPS brings together all the recent strategic work undertaken by Council including:

- *Our Future Willoughby 2028 Community Strategic Plan*
- *Chatswood CBD Planning and Urban Design Strategy*

- *Willoughby Housing Strategy*
- *Willoughby Local Centres Strategy*
- *Our Green City Plan 2028*
- *Willoughby draft Integrated Transport Strategy (being finalised for Council's endorsement following exhibition)*
- *Willoughby draft Affordable Housing Strategy*
- *Willoughby draft Industrial Lands Strategy (recently on exhibition and yet to be adopted by Council).*

The new LEP will also be informed by the provisions of the *St Leonards/ Crows Nest Draft 2036 Plan* when this is finalised by State Government and will include any housekeeping amendments that are needing to be made.

**2. Can you please clarify the status of gazettal of the Draft WCC LEP?**

Work is still underway in preparing the Planning Proposal that is the first step in preparing a new LEP. Gazettal of the LEP is the final step in the process and would occur following exhibition and adoption by Council (see response to Question 5).

**3. When will public comment be permitted for the Draft WCC LEP?**

A report will be put to Council prior to the end of 2020 seeking endorsement of this Planning Proposal for the new LEP and for it to be forwarded to the Department of Planning Industry and Environment (DPIE) seeking Gateway approval to publicly exhibit the draft document (see response to Question 5).

**4. Can you please clarify the current status of the planning proposals submitted to WCC (e.g. including Ellis Street, Anderson Street near Wilson and Brian Streets, Albert, Archer/Bertram and Pacific Highway/Wilson)?**

A number of site specific Planning Proposals are currently with Council. There are 18 in total, some of which have been under negotiation with Council for a considerable period. Of this total number, there are 13 located in the Chatswood CBD, 8 of which have been endorsed by Council during 2018 and 2019. All were forwarded to DPIE to obtain a Gateway determination to enable the Planning Proposals (PPs) to proceed to exhibition. It is noted that the 2018 Planning Proposal for 3 Ellis Street was not supported and therefore not forwarded to DPIE

Despite the *Chatswood CBD Planning and Urban Design Strategy* having been endorsed by Council and supported by the Greater Sydney Commission, DPIE has requested Council address certain aspects prior to full endorsement. The PPs forwarded to DPIE were returned to Council until the strategy matters are addressed to DPIE's satisfaction.

Council officers, in consultation with DPIE have reviewed the Strategy, in regard to the following matters raised by DPIE:

- Relationship to adjoining Heritage Conservation areas
- Traffic
- Commercial viability

A briefing of councillors will be scheduled prior to a report to Council on the proposed changes currently targeted for September. It is expected that once DPIE have provided their full support to the Strategy the PPs will be resubmitted to the Department for consideration.

**5. Is there a specific timeline for a formal process for the WCC LEP? If so, what is the timeline?**

A timeline for the LEP is dependent on various stakeholders including the DPIE and so is presented as indicative only. On this basis it is:

- November 2020 – Report to Council requesting to proceed to Gateway for exhibition
- December 2020 – Forward Planning Proposal for LEP to DPIE seeking Gateway
- April/May 2021 – Earliest expected Gateway determination from DPIE
- May/June 2021 – Earliest expected public exhibition
- October 2021 – Earliest expected report to Council for adoption
- November 2021 – Forward to DPIE for gazettal

**6. Can the Planning Minister direct the department to override the Draft LEP?**

Yes.

**7. Has there been any recent communication from the NSW Department of Planning, Infrastructure and Environment that resolves issues related to Planning Proposals in the CBD that have been stalled?**

Council received a letter on 14 July 2020 from the Department of Planning, Industry and Environment (DPIE) advising that it was prepared to provide full endorsement to the *Chatswood CBD Planning and Urban Design Strategy (CBD Strategy)* subject to certain recommended changes which include:

- Incorporating recommended changes from a final traffic and transport study currently being undertaken in collaboration with Arup and Transport for NSW;
- Review minimum non-residential floor space required in B4 zone;
- Incorporated built form changes (including height and FSR) for areas neighbouring low density conservation areas as proposed in the *CBD Urban Design Study* undertaken by GMU Urban Designers and Chatswood precinct Heritage review undertaken by Wier Phillips Architects;
- Consider increasing minimum allotment size for development in the B4 zone; and
- Continue to progress a Public Realm Strategy.

It is proposed to advise Councillors in an August Briefing on the advice from the DPIE and the implications for the *CBD Strategy* with the aim of reporting the matter to Council soon after. This will then determine the manner in which deferred Planning Proposals can proceed.

**19 CONCLUSION OF THE MEETING**