



W A V E R L E Y
C O U N C I L

COUNCIL MEETING

A meeting of WAVERLEY COUNCIL will be held at Waverley Council Chambers
Cnr Paul Street and Bondi Road, Bondi Junction at:

7.00PM, TUESDAY 12 DECEMBER 2017

Cathy Henderson
Acting General Manager

Waverley Council
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AGENDA

PRAYER AND ACKNOWLEDGEMENT OF INDIGENOUS HERITAGE

The Mayor will read the following Opening Prayer and Acknowledgement of Indigenous Heritage:

“God, we pray for wisdom to govern with justice and equity. That we may see clearly and speak the truth and that we work together in harmony and mutual respect. May our actions demonstrate courage and leadership so that in all our works thy will be done. Amen.

Waverley Council respectfully acknowledges our Indigenous heritage and recognises the ongoing Aboriginal traditional custodianship of the land which forms our Local Government Area”.

1. Apologies/Leaves of Absence

2. Declarations of Pecuniary and Non-Pecuniary Interests

3. Addresses to Council by Members of the Public

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CONFIRMATION AND ADOPTION OF MINUTES CM/4.1/17.12



Subject: Confirmation of Minutes - Council Meeting - 21 November 2017

TRIM No.: SF17/81

Author: Richard Coelho, Governance and Internal Ombudsman Officer

RECOMMENDATION:

That the minutes of the Council Meeting held on 21 November 2017 be received and noted, and that such minutes be confirmed as a true record of the proceedings of that meeting.

Introduction/Background

The minutes of the Council meeting must be submitted to Council for confirmation, in accordance with section 375 of the *Local Government Act 1993*.

Attachments:

1. Council Meeting Minutes - 21 November 2017



**MINUTES OF THE WAVERLEY COUNCIL MEETING
HELD AT WAVERLEY COUNCIL CHAMBERS, CNR PAUL STREET AND BONDI ROAD, BONDI JUNCTION ON
TUESDAY, 21 NOVEMBER 2017**

Present:

Councillor John Wakefield (Mayor) (Chair)	Bondi Ward
Councillor Dominic Wy Kanak (Deputy Mayor)	Bondi Ward
Councillor Sally Betts	Hunter Ward
Councillor Angela Burrill	Lawson Ward
Councillor George Copeland	Waverley Ward
Councillor Tony Kay	Waverley Ward
Councillor Elaine Keenan	Lawson Ward
Councillor Steven Lewis	Hunter Ward
Councillor Paula Masselos	Lawson Ward
Councillor Will Nemesh	Hunter Ward
Councillor Marjorie O'Neill	Waverley Ward

Staff in attendance:

Cathy Henderson	Acting General Manager
Peter Monks	Director, Waverley Futures
Emily Scott	Director, Waverley Renewal
Rachel Jenkin	Acting Director, Waverley Life
Jane Worthy	Internal Ombudsman

At the commencement of proceedings at 7.08 pm, those present were as listed above with the exception of Cr Burrill who arrived at 7.22 pm and Cr Lewis who arrived at 7.28 pm.

PRAYER AND ACKNOWLEDGEMENT OF INDIGENOUS HERITAGE

The General Manager read the following Opening Prayer:

God, we pray for wisdom to govern with justice and equity. That we may see clearly and speak the truth and that we work together in harmony and mutual respect. May our actions demonstrate courage and leadership so that in all our works thy will be done. Amen.

The Mayor read the following Acknowledgement of Indigenous Heritage:

Waverley Council respectfully acknowledges our Indigenous heritage and recognises the ongoing Aboriginal traditional custodianship of the land which forms our Local Government Area.

1. Apologies/Leaves of Absence

Apologies were received and accepted from Cr Goltsman.

2. Declarations of Pecuniary and Non-Pecuniary Interests

The Chair called for declarations of interest and the following were received:

- 2.1 Cr Copeland declared a pecuniary interest in Item CM/7.6/17.11 Bondi Pavilion Stakeholder Committee and informed the meeting he would leave the chamber for this item.
- 2.2 Cr Lewis declared a less than significant non-pecuniary interest in Item CM/8.20/17.11 Moriah College Community Consultative Committee and informed the meeting that his son attends the college.

AT THIS STAGE IN THE PROCEEDINGS, THE FOLLOWING MOTION WAS MOVED BY CR KAY AND SECONDED BY CR BETTS:

That the audio recording of this meeting be uploaded in its entirety to Council's website and made available to the public within seven days of the meeting.

THE MOTION WAS PUT AND DECLARED CARRIED UNANIMOUSLY.

3. Addresses to Council by Members of the Public

- 3.1 S Fosterling – CM/8.1/17.11 – Renewable Energy and Adani Carmichael Coal Mine.

4. Confirmation and Adoption of Minutes**CM/4.1/17.11 Confirmation of Minutes - Operations Committee Meeting - 4 July 2017 (SF17/80)****MOTION / UNANIMOUS DECISION**

Mover: Cr Copeland

Seconder: Cr Masselos

That the minutes of the Operations Committee Meeting held on 4 July 2017 be received and noted, and that such minutes be confirmed as a true record of the proceedings of that meeting.

CM/4.2/17.11 Confirmation of Minutes - Extraordinary Council Meeting - 3 October 2017 (SF17/81)**MOTION / UNANIMOUS DECISION**

Mover: Cr Masselos

Seconder: Cr O'Neill

That the minutes of the Extraordinary Council Meeting held on 3 October 2017 be received and noted, and that such minutes be confirmed as a true record of the proceedings of that meeting.

CM/4.3/17.11 Confirmation of Minutes - Council Meeting - 10 October 2017 (SF17/81)**MOTION / UNANIMOUS DECISION**

Mover: Cr Copeland

Seconder: Cr Masselos

That the minutes of the Council Meeting held on 10 October 2017 be received and noted, and that such minutes be confirmed as a true record of the proceedings of that meeting.

CM/4.4/17.11 Adoption of Minutes - Waverley Traffic Committee Meeting - 26 October 2017 (SF17/81)**MOTION / UNANIMOUS DECISION**

Mover: Cr Wakefield

Seconder: Cr Kay

That Part 1 of the Minutes of the Waverley Traffic Committee Meeting held on 26 October 2017 be received and noted, and that the recommendations contained therein be adopted.

5. Mayoral Minute**CM/5.1/17.11 Additional Amenities in Bondi Park (A17/0422)****MOTION / UNANIMOUS DECISION**

Mover: Cr Wakefield

Seconder: Cr Wy Kanak

That Council Officers investigate the feasibility of additional toilet facilities within Bondi Park including, but not limited to:

1. Underneath Queen Elizabeth Drive, facing out to the existing promenade to the south of Bondi Lifeguard Tower.
2. Within the Biddigal Reserve embankment (noting the retaining wall requires a full replacement in the future).

CM/5.2/17.11 Creation of Satellite Depots in Waverley Local Government Area (A07/0041)**MOTION / UNANIMOUS DECISION**

Mover: Cr Wakefield

Seconder: Cr Wy Kanak

That Council Officers investigate the available options and feasibility of one or more, smaller satellite depots within the Local Government Area (LGA) to improve service delivery, reduce travel times and improve staff and plant productivity. All available options will be considered with the exclusion of Hugh Bamford Reserve, Barracluff Reserve, Dudley Page Reserve and Rodney Reserve

CM/5.3/17.11 Corruption Prevention at Waverley (A07/0944)**MOTION / UNANIMOUS DECISION**

Mover: Cr Wakefield

Seconder: Cr Wy Kanak

That Council, in light of the recent Independent Commission Against Corruption (ICAC) investigation into Botany Council:

1. Reaffirms its commitment to an open and ethical Council with strong governance processes, transparency and accountability including the important role performed by the Internal Ombudsman.
2. Calls for a report from the Internal Ombudsman to Council and the Audit Committee considering ways to:
 - (a) Strengthen the independence and effectiveness of Council's internal audit functions and processes.
 - (b) Ensure ongoing and mandatory awareness and training of Council staff and Councillors about corruption prevention, probity and conduct related matters.
 - (c) Provide regular reporting to Council on complaints management, probity and corruption issues, and service and business improvement.

3. And that the Mayor writes to ICAC thanking them for their recent briefing to Waverley Councillors.

CM/5.4/17.11 Consulting the Community about Potential Changes to Parking Fees (A17/0529)

MOTION / UNANIMOUS DECISION

Mover: Cr Wakefield
Seconder: Cr Burrill

That:

1. Council officers prepare a costs and benefits analysis report on the following potential changes to parking fees in Waverley:
 - (a). Providing a free Beach Parking permit for residents.
 - (b). All meters in Bondi Junction turned off after 6pm.
 - (c). All meters in Bondi Beach turned off after 7pm.
 - (d). 15 minute free parking in metered zone.
 - (e). 15 minute free “drop in” zones near/in local shopping strips.
2. The costs and benefits analysis report be considered by Council prior to community consultation.

6. Obituaries

Luke Smidmore
Fira Goltsman

MOTION / UNANIMOUS DECISION

Mover: Cr Wakefield
Seconder: Cr Burrill

That a letter of sympathy be forwarded to the families of the deceased named above expressing the condolences of the Mayor, Councillors and staff in the bereavement they have experienced.

Council rose for a minute’s silence as a mark of respect for the deceased and for the souls of people generally who have died in our Local Government Area.

7. Reports

CM/7.1/17.11 Audited Financial Statements for the year ended 30 June 2017 (A17/0252)

MOTION / UNANIMOUS DECISION

Mover: Cr Wakefield
Seconder: Cr Masselos

That Council:

1. In accordance with Section 418 of the Local Government Act, Council receives and notes the

Auditor's Report on the 2016/17 Annual Financial Statements (including General and Special Purpose Financial Statements and Special Schedules).

2. Refers any public submissions on the 2016/17 Annual Financial Statements (including General and Special Purpose Financial Statements and Special Schedules) to Council's Auditor, NSW Auditor General.
3. In light of information contained in a Confidential Memo about a legal matter which was distributed to Councillors separately to the agenda, a report be brought back to Council considering any financial consequences relating to prior year accounts, including 2016/17.

Council resolved to lay this matter on the table so it could discuss clause 3 while the meeting was in Closed Session to deal with CM/9.2/17.11 - Confidential Legal Matter, which dealt with the same Confidential Memo. Subsequent to the discussion in Closed Session the matter was carried unanimously.

CM/7.2/17.11 1st Quarter 2017/18 Budget Review - September 2017 (A03/0346)

MOTION / UNANIMOUS DECISION

Mover: Cr Wakefield
Seconder: Cr Masselos

That Council adopts the variations to the 2017/18 Operating and Capital budgets in accordance with attachments 1, 2 and 3 of this report.

CM/7.3/17.11 Investment Portfolio Reports - September and October 2017 (A03/2211)

MOTION / DECISION

Mover: Cr Wakefield
Seconder: Cr Masselos

That Council:

1. Receives the Investment Portfolio Reports for September and October 2017
2. Notes that all investments have been made in accordance with the requirements of section 625 of the *Local Government Act 1993* and directions from the Minister for Local Government, including Ministerial Investment Orders and Council's Investment Policy.

CM/7.4/17.11 Annual Report 2016/17 (A17/0216)

MOTION / DECISION

Mover: Cr Wakefield
Seconder: Cr Masselos

That Council endorses the Annual Report 2016/17 attached to this report.

CM/7.5/17.11 Bondi Beach Cultural Landscape Conservation Management Plan (A17/0073)**MOTION / UNANIMOUS DECISION**

Mover: Cr Wakefield

Seconder: Cr Wy Kanak

That Council:

1. Adopts the Bondi Beach Cultural Landscape Conservation Management Plan attached to this report for the purposes of guiding future works within the Bondi Beach Cultural Landscape area, and it be published on Council's website.
2. Submits the Bondi Beach Cultural Landscape Conservation Management Plan to the Office of Environment and Heritage for endorsement.

CM/7.6/17.11 Bondi Pavilion Stakeholder Committee (A16/0431)

Cr Copeland declared a pecuniary interest in this item. Cr Copeland left the chamber and was not present at, or in sight of, the meeting for the consideration and vote.

Immediately following the meeting, a motion to rescind this decision was lodged with the General Manager. The Rescission Motion will be considered at the Extraordinary Council Meeting on 28 November 2017.

MOTION / DECISION

Mover: Cr Wakefield

Seconder: Cr Wy Kanak

That Council:

1. Treats the Expressions of Interest and Panel Recommendations attached to this report as confidential under section 10A(2) of the *Local Government Act 1993* as it contains personnel information concerning particular individuals who are not Councillors.
2. Adopts the Bondi Pavilion Stakeholder Committee Terms of Reference as attached to the report subject to the following amendments:
 - a) Clause 4 being changed to reflect the total number of representatives on the Committee.
 - b) A new clause 4(h) be added to read "One nominee of the Bondi Precinct".
 - c) At the end of the first sentence of clause 8 the following words be added "and will be made available on the Council website".
3. Thanks all applicants for submitting an Expression of Interest in the Bondi Pavilion Stakeholder Committee.
4. Expands the Stakeholder Committee by inclusion of a traditional owner, a representative of the North Bondi Precinct, a TV and film specialist and a youth representative.
5. Approaches the Bondi Precinct to see if they wish to select a representative for membership on the Committee.
6. Appoints the following people to positions on the Bondi Pavilion Stakeholder Committee:
Michael Cohen

Terence Jenkins
Michael Lynch
Adrian Newstead
Neil Schofield
Di Smith
Faith Wieland Weisbrot
Peter Winkler
Rhonda Dixon Grosvenor
Leo Shaw-Voysey
Mark Gould
North Bondi Precinct Representative (TBC)
A representative from the Waverley Access Committee

7. Notes that Friends of Bondi Pavilion has appointed Gemma Deacon to the Bondi Pavilion Stakeholder Committee.

THE MOTION WAS PUT AND CARRIED ON A DIVISION.

Division

For the Motion: Crs Keenan, Lewis, Masselos, O'Neill, Wakefield and Wy Kanak.

Against the Motion: Crs Betts, Burrill, Kay and Nemesh.

CM/7.7/17.11 Voluntary Planning Agreement - 701-707 Old South Head Road, Vaucluse (DA-482/2016)

MOTION / DECISION

Mover: Cr Lewis

Seconder: Cr Masselos

That Council:

1. Endorses the draft Planning Agreement attached to this report applying to land at 701-707 Old South Head Road, Vaucluse that provides a total contribution of \$517,537. Of this amount, \$465,783 is to be dedicated towards the upgrade and improvement of Diamond Bay Reserve, Vaucluse. The remaining \$51,754 (10%) is to be dedicated towards Waverley's Affordable Housing Program in accordance with the Waverley Planning Agreement Policy 2014.
2. Authorises the Mayor and General Manager to sign and execute the agreement and affix the Council seal to the documentation.

Division

For the Motion: Crs Betts, Burrill, Kay, Lewis, Masselos, Nemesh, O'Neill and Wakefield.

Against the Motion: Crs Copeland, Keenan and Wy Kanak.

CM/7.8/17.11 Voluntary Planning Agreement - 2 Warners Avenue, North Bondi (DA-586/2015)

MOTION / DECISION

Mover: Cr Lewis

Seconder: Cr Masselos

That Council:

1. Endorses the draft Planning Agreement attached to this report applying to land at 2 Warners Avenue, North Bondi that provides a total contribution of \$419,773. Of this amount, \$377,796 is to be dedicated towards the Baracluff Park and playground. The remaining \$41,977 (10%) is to be dedicated towards Waverley's Affordable Housing Program in accordance with the Waverley Planning Agreement Policy 2014.
2. Authorises the Mayor and General Manager to sign and execute the agreement and affix the Council seal to the documentation.

Division

For the Motion: Crs Betts, Burrill, Kay, Lewis, Masselos, Nemesh, O'Neill and Wakefield.

Against the Motion: Crs Copeland, Keenan and Wy Kanak.

CM/7.9/17.11 Local Hero Award and Volunteer Week (A16/0639)**MOTION / UNANIMOUS DECISION**

Mover: Cr O'Neill

Seconder: Cr Masselos

That Council:

1. Endorses the proposed changes to the Local Hero Awards as outlined in this report, specifically that:
 - (a) The awards categories listed in Table A of this report be trialled to recognise a broader cross section of the community.
 - (b) The award ceremony be integrated with Council's formal volunteer recognition event during Volunteer Week in May to improve appeal and reach.
 - (c) The 'Best of the Best' Local Hero award be made more broadly accessible to outstanding candidates (beyond the pool of previously recognised local heroes).
2. Appoints a judging panel for the current Council term, consisting of the Mayor or nominee, Cr Goltsman, Cr O'Neill and Cr Wy Kanak.

CM/7.10/17.11 Tender Evaluation - Rodney Reserve Sports Field Upgrade (A10/0336)**MOTION / UNANIMOUS DECISION**

Mover: Cr Lewis

Seconder: Cr O'Neill

That Council:

1. Treats the Tender Evaluation Matrix attached to this report as confidential under section 10A(2) of the *Local Government Act 1993* as it contains information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.
2. Under clause 178(1)(a) of the *Local Government (General) Regulation 2005*, accepts Renworx Pty Ltd as the preferred tenderer for Rodney Reserve Sports Field Upgrade for the sum of \$495,683.07 (excluding GST).

3. Authorises the General Manager, or delegated representative, to enter into contract on behalf of Council with Renworx Pty Ltd.
4. Notifies unsuccessful tenderers of the decision in accordance with clause 179 of the *Local Government (General) Regulation 2005*.
5. Notes the scope of works does not include lighting.

CM/7.11/17.11 Tender Evaluation - Composting Kits and Worm Farming Kits (A17/0203)

MOTION / UNANIMOUS DECISION

Mover: Cr Wy Kanak

Seconder: Cr Masselos

That Council:

1. Treats the Schedule of Prices and Tender Evaluation Matrices attached to this report as confidential under section 10A of the *Local Government Act 1993* as they contain information that would, if disclosed, confer a commercial advantage on a person with whom Council is conducting (or proposes to conduct) business.
2. Under clause 178(1)(a) of the *Local Government (General) Regulation 2005*, accepts RELN Pty Ltd as the preferred tenderer for the supply of Composting Kits at a unit price of \$44.00 (including GST) and Worm Farming Kits at a unit price of \$88.55 (including GST).
3. Authorises the General Manager, or delegated representative, to enter into contract on behalf of Council with RELN Pty Ltd for a period of two years, with an optional one year extension.
4. Notifies unsuccessful tenderers of the decision in accordance with clause 179 of the *Local Government (General) Regulation 2005*.

CM/7.12/17.11 Tender Evaluation - Bondi Pavilion high Tide Roof Replacement (A17/0490)

MOTION / UNANIMOUS DECISION

Mover: Cr Wakefield

Seconder: Cr Burrill

That Council:

1. Treats the Tender Evaluation Matrix attached to this report as confidential under section 10A(2) of the *Local Government Act 1993* as it contains information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.
2. Under clause 178(1)(a) of the *Local Government (General) Regulation 2005*, accepts Murphy's Construction Pty Ltd as the preferred tenderer for the Bondi Pavilion High Tide Roof Replacement for the sum of \$130,949.01 (excluding GST).
3. Authorises the General Manager, or delegated representative, to enter into contract on behalf of Council with Murphy's Construction Pty Ltd.

4. Notifies unsuccessful tenderers of the decision in accordance with clause 179 of the *Local Government (General) Regulation 2005*.

CM/7.13/17.11 Tender Evaluation - Sports Field Maintenance Services (A17/0478)

MOTION / UNANIMOUS DECISION

Mover: Cr O'Neill
Seconder: Cr Masselos

That Council:

1. Treats the Tender Evaluation Matrix attached to this report as confidential under section 10A(2) of the *Local Government Act 1993* as it contains information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.
2. Under clause 178(1)(a) of the *Local Government (General) Regulation 2005*, accepts Green Options Pty Ltd as the preferred tenderer for the supply of Sports Field Maintenance Services for the sum of \$169,440.00 (excluding GST).
3. Authorises the General Manager, or delegated representative, to enter into contract on behalf of Council with Green Options Pty Ltd for a period of two years and eight months, with options of two, one (1) year extensions.
4. Notifies unsuccessful tenderers of the decision in accordance with clause 179 of the *Local Government (General) Regulation 2005*.

**CM/7.14/17.11 Tender Evaluation - Strategic Asset Management Plan Version 5 (SAMP5)
(A17/0548)**

MOTION / UNANIMOUS DECISION

Mover: Cr Wakefield
Seconder: Cr Wy Kanak

That Council:

1. Treats the Tender Evaluation Matrix attached to this report as confidential under section 10A(2) of the *Local Government Act 1993* as it contains information that would, if disclosed, confer a commercial advantage on a person with whom Council is conducting (or proposes to conduct) business.
2. Under clause 178(1)(a) of the *Local Government (General) Regulation 2005*, accepts Morrison Low Consultants as the preferred tenderer for the supply of Waverley Council Strategic Asset Management Plan Version 5 (SAMP5) for the sum of \$428,757.00 (excluding GST).
3. Authorises the General Manager, or delegated representative, to enter into contract on behalf of Council with Morrison Low Consultants.
4. Notifies unsuccessful tenderers of the decision in accordance with clause 179 of the *Local Government (General) Regulation 2005*.

CM/7.15/17.11 Council Meeting Dates 2018 (A04/1869)**MOTION / UNANIMOUS DECISION**

Mover: Cr Wakefield

Seconder: Cr Wy Kanak

That Council adopts the Schedule of Meeting Dates for Council, the Operations and Community Services Committee and the Strategic Planning and Development Committee 2018 as attached to this report.

8. Notices of Motion**CM/8.1/17.11 City2Surf - Alcohol-free Event (A15/0543)**

This Notice of Motion was withdrawn at the meeting by Cr Wy Kanak.

MOTION (WITHDRAWN)

That Council write to the City to Surf event organisers with a proposal for the 2018 City to Surf to be an alcohol-free event.

CM/8.2/17.11 Nesting Swallows at South Bronte Amenities (A10/0741)**MOTION**

Mover: Cr Burrill

Seconder: Cr Kay

That Council officers:

1. Investigate the recent swallows nest being removed and consider options for the safe and localised relocation of the resident nesting swallows within the South Bronte Amenities in consultation with Birdlife Australia and other relevant organisations.
2. Prepare a report outlining current and planned actions to improve the quality and quantity of habitat for our local biodiversity across Waverley and our neighbouring Council areas. This report should include strategies and action plans for the protection, nesting conservation, habitat diversity, and water and food supply for native birds within the Waverley LGA, and make recommendations on producing an information and education package for our staff and residents.

FORESHADOWED MOTION

Mover: Cr Masselos

Seconder: Cr Keenan

That the Motion be adopted subject to the deletion of Clause 1.

THE MOTION WAS PUT AND DECLARED LOST.

Division

For the Motion: Crs Betts, Burrill, Kay and Nemesh.

Against the Motion: Crs Copeland, Keenan, Lewis, Masselos, O'Neill, Wakefield and Wy Kanak.

THE FORESHADOWED MOTION NOW BECAME THE SUBSTANTIVE MOTION.

THE SUBSTANTIVE MOTION WAS THEN PUT AND DECLARED CARRIED.

DECISION: That the Substantive (Foreshadowed) Motion be adopted.

Cr Burrill requested that it be recorded in the minutes that she voted against the Substantive Motion.

CM/8.3/17.11 Light Rail in Waverley (A15/0491)

MOTION / UNANIMOUS DECISION

Mover: Cr O'Neill
Seconder: Cr Masselos

That Council :

1. Explicitly rejects any proposal for Light Rail along the Bondi Road Corridor as it would negatively impact on the Oxford Street Mall and Bondi Road Shops, resulting in higher development density and loss of parking.
2. Supports the Waverley Strategic Transport Working Group (which includes representation from Roads and Maritime Services, Transport for NSW and the Greater Sydney Commission) in prioritising improved bus movements along the Bondi Road Corridor.

CM/8.4/17.11 Live Streaming of Council Meetings (A17/0592)

MOTION / UNANIMOUS DECISION

Mover: Cr Keenan
Seconder: Cr Masselos

That Council:

1. Agrees in principle to the introduction of live audio and visual streaming of Council and Council Committee meetings as soon as practicable.
2. Officers prepare a report to Council which considers:
 - (a) The options available for live audio and visual streaming, considering the experiences of Council's already live streaming meetings.
 - (b) The likely cost to upgrade the equipment in the Council chamber to enable high quality video and sound recording, improved sound in the chamber and any other associated costs, for example site hosting/web costs.
 - (c) The implications of live streaming on members of the public wishing to record Council meetings.
 - (d) Any changes required to the Code of Meeting Practice and the process for doing so.
 - (e) Privacy implications.

- (f) Copyright implications.
- (g) Defamation implications.
- (h) Any implications under the State Records Act.

CM/8.5/17.11 Public Access to Diaries (A09/1010)

MOTION / UNANIMOUS DECISION

Mover: Cr Keenan
Seconder: Cr Wakefield

That Council investigate how best to allow public reporting of the Mayor and senior staff appointment diaries on a monthly basis in relation to development matters (excluding meetings with residents or staffing matters), with a report to be received at the December or February Council meetings.

CM/8.6/17.11 Separated Cycle Route - Bondi Beach to Rose Bay Wharf (A11/0267)

MOTION / UNANIMOUS DECISION

Mover: Cr Keenan
Seconder: Cr Wy Kanak

That Council:

1. Investigates building a separated bicycle path route from Bondi Beach (to our LGA boundary) to Rose Bay wharf as part of the Waverley People Movement Places Study - Signature Project 11 (Cycling Superhighways).
2. Notes that Woollahra Council has agreed to write to Mayor of Waverley Council seeking their support to deliver this route as a joint initiative.
3. Requests staff to liaise with Woollahra Council as appropriate, and prepare a report on the implementation of a separated route (including budget implications) for the Old South Head Road to Bondi Beach section of this route. The report to also consider any additional stormwater drainage that may be identified by the flood mitigation mapping project, and a joint Waverley Woollahra application for a funding grant from the RMS to prepare a feasibility study for the route.

CM/8.7/17.11 Street Gardens in Laneways and Cul-de-sacs (A13/0054)

MOTION / DECISION

Mover: Cr Kay
Seconder: Cr Burrill

That Council:

1. Further to Council's resolution CM/8.5/17.10 on the streamlining of Council's Public Place Gardening Policy and Street Garden Guidelines, investigates the opportunity for greening laneways and cul-de-sacs in the Waverley LGA.
2. Prepares a report that recommends updates to the Policy, Guidelines, and Public Domain Technical Manual (PDTM) on treatments for laneways and cul-de-sacs by the community and/or Council so

that these greening opportunities can be realised.

3. Within the above report, also identifies examples of potential laneway and cul-de-sac sites for greening with a recommended priority and community engagement approach.

CM/8.8/17.11 National Broadband Network (NBN) in Waverley (A11/0780)

MOTION / UNANIMOUS DECISION

Mover: Cr Wy Kanak

Seconder: Cr Keenan

That Council request a public briefing from NBN Co Limited on its activities and plans for telecommunications infrastructure in the Waverley LGA and that NBN be asked to specifically address (Waverley LGA only):

1. The status of the rollout.
2. The mix of technologies and their proportions.
3. Performance differences between the technologies.
4. The age and condition of any existing infrastructure utilised by NBN (twisted copper, HFC cables, ducts, other).
5. Media reports and claims relating to installation difficulties, poor real world performance, bandwidth congestion, download/upload asymmetries, limitations due to co-existence with Foxtel on HFC, other?
6. The role of Owners Corporations in arrangements for installation of NBN infrastructure.
7. How NBN proposes to service Waverley's share of the significant continuing population and economic growth that underpins the Greater Sydney Commission's latest Greater Sydney Region Plan and locally the Eastern City District Plan.
8. The roadmap for future improvements to NBN infrastructure.
9. Technology Choice options available to Council, businesses, organisations, owners corporations, and residents.
10. Cost-effective suggestions for Council involvement in improvements/timing of improvements to NBN infrastructure.

CM/8.9/17.11 Notts Avenue Shared Zone (A03/0764)

MOTION

Mover: Cr Betts

Seconder: Cr Nemesh

That Council urgently commence the process of introducing a 10 km/hr shared zone in Notts Avenue, Bondi in consultation with the RMS, the police and local residents.

FORESHADOWED MOTION

Mover: Cr Wakefield

Seconded: Cr Lewis

That Council notes the commencement of the process of introducing a 10 km/hr shared zone in Notts Avenue, Bondi in consultation with the RMS, the Police and local residents.

THE MOTION WAS PUT AND DECLARED LOST.

THE FORESHADOWED MOTION NOW BECAME THE SUBSTANTIVE MOTION.

THE SUBSTANTIVE MOTION WAS THEN PUT AND DECLARED CARRIED.

DECISION: That the Substantive (Foreshadowed) Motion be adopted.

Division

For the Motion: Crs Copeland, Keenan, Lewis, Masselos, O'Neill, Wakefield and Wy Kanak.

Against the Motion: Crs Betts, Burrill, Kay and Nemesh.

CM/8.10/17.11 Murriverie Road (A08/0246)

MOTION

Mover: Cr Lewis

Seconded: Cr Wakefield

That Council officers prepare a report:

1. Recommending road, traffic and parking changes to improve safety and prioritise bus movement through the intersection of Hardy, Murriverie and Mitchell Streets.
2. Outlining potential streetscape beautification, paving and pedestrian works at the Murriverie Road shopping strip.

AMENDMENT

Mover: Cr Nemesh

Seconded: Cr Betts

That the Motion be adopted subject to the deletion of clause 1.

THE AMENDMENT WAS PUT AND DECLARED LOST.

Division

For the Amendment: Crs Betts, Burrill, Kay and Nemesh.

Against the Amendment: Crs Copeland, Keenan, Lewis, Masselos, O'Neill, Wakefield and Wy Kanak.

THE MOVER AND SECONDER OF THE MOTION THEN ACCEPTED AN AMENDMENT WHEREBY CLAUSE 1 BECAME CLAUSE 2 AND ORIGINAL CLAUSE 2 BECAME CLAUSE 1.

A FURTHER AMENDMENT WAS THEN MOVED:

AMENDMENT

Mover: Cr Kay

Seconded: Cr Betts

That the Motion be adopted subject to it reading as follows:

"Council officers prepare a report recommending road, traffic and parking changes to improve safety and

prioritise bus movement through the intersection of Hardy, Murrivierie and Mitchell Streets and the resulting paving and pedestrian works that would be required”.

THE AMENDMENT WAS PUT AND DECLARED LOST.

Division

For the Amendment: Crs Betts, Burrill, Kay and Nemesh.

Against the Amendment: Crs Copeland, Keenan, Lewis, Masselos, O'Neill, Wakefield and Wy Kanak.

THE MOTION WAS THEN PUT AND DECLARED CARRIED.

DECISION: That the Motion be adopted.

CM/8.11/17.11 Old South Head Road (A03/0042-04)

MOTION / DECISION

Mover: Cr Betts

Seconder: Cr Wakefield

That the matter be deferred to the December 2017 Council meeting.

CM/8.12/17.11 Military Road (A16/0524)

MOTION / DECISION

Mover: Cr Betts

Seconder: Cr Wakefield

That the matter be deferred to the December 2017 Council meeting.

CM/8.13/17.11 Remembrance Day (A14/0251)

MOTION / DECISION

Mover: Cr Betts

Seconder: Cr Wakefield

That the matter be deferred to the December 2017 Council meeting.

At 10.24pm the meeting was adjourned for a short break on a motion moved by Cr Wakefield, seconded Cr Burrill.

At 10.28pm the meeting resumed on a motion moved by Cr Wakefield, seconded Cr Lewis.

CM/8.14/17.11 Clarke Street Reserve (A04/2119)

MOTION / UNANIMOUS DECISION

Mover: Cr Nemesh

Seconder: Cr Betts

That Council:

1. Notes the residential amenity and recreational importance of Clarke Street Reserve to the local community.
2. Officers investigate options to improve the safety and enhance Clarke Street Reserve with specific regard to:
 - (a) Providing a fenced area surrounding the playground.
 - (b) Erecting signage to deter dogs off leash.
 - (c) Reviewing the appropriateness and suitability of existing plantings and the positioning of rocks within the playground in order to prevent injury to children.
 - (d) Exploring options of additional play equipment in particular a slippery dip.
 - (e) Consulting the local precinct and residents.
3. Officers prepare a report to Council recommending improvements.

CM/8.15/17.11 Commemorative Tributes (A02/0276)

MOTION / DECISION

Mover: Cr Kay
Seconder: Cr Betts

That the matter be deferred to the December 2017 Council meeting.

CM/8.16/17.11 Live Audio Streaming of Council Meetings (A17/0592)

MOTION / DECISION

Mover: Cr Burrill
Seconder: Cr Kay

That the matter be deferred to the December 2017 Council meeting.

CM/8.17/17.11 Code of Meeting Practice - Review (A02/0649)

MOTION / DECISION

Mover: Cr Betts
Seconder: Cr Wakefield

That the matter be deferred to the December 2017 Council meeting.

CM/8.18/17.11 Boot Factory - State Heritage Listing (A17/0528)

MOTION / DECISION

Mover: Cr Masselos
Seconder: Cr O'Neill

That the matter be deferred to the December 2017 Council meeting.

CM/8.19/17.11 Renewable Energy and the Adani Carmichael Coal Mine (A02/0131)

Cr Burrill informed the meeting that she does not wish to participate in the debate or vote on this item as she believes it is a Federal and Queensland State Government matter. Cr Burrill was not in the chamber for the debate and vote on this item.

The Chair requested that it be noted in the minutes that Cr Burrill left the chamber for neither a pecuniary nor a non-pecuniary interest.

MOTION / DECISION

Mover: Cr Wy Kanak

Seconder: Cr Masselos

That Council:

1. Supports and recognises a need for a transition from fossil fuels to renewable energy as soon as possible, and that government support and funding for new coal mines such as the Carmichael Mine renders farcical any sensible discussion about a transition to renewable energy.
2. Council objects in the strongest terms possible to government support and funding for new coal mines such as the Carmichael Mine. Council will do all that it can to engage with other Councils to communicate its objection to government support and funding for new coal mines such as the Carmichael Mine.
3. Resolves to prepare and send a letter to federal Members of Parliament on the terms of motion 1 as set out above.

Division

For the Motion: Crs Copeland, Keenan, Lewis, Masselos, O'Neill, Wakefield and Wy Kanak.

Against the Motion: Crs Betts, Kay and Nemesh.

S Fosterling addressed the meeting.

CM/8.20/17.11 Moriah College Community Consultative Committee (A03/1411)

Cr Lewis declared a less than significant non-pecuniary interest in this item, and informed the meeting that his son attends the college.

MOTION / UNANIMOUS DECISION

Mover: Cr Masselos

Seconder: Cr Burrill

That:

1. Council supports the ongoing approach of Moriah College in holding regular meetings between the college and local residents via the Moriah Community Consultative Committee.
2. Council supports the meetings of the Moriah College Community Consultative Committee being held on a quarterly basis.

3. Ward Councillors be appointed to a new MCCC.
4. Council staff continue to provide technical assistance to the Moriah College Community Consultative Committee.
5. This Council resolution is tabled at the meeting of the Waverley Development Assessment Panel to be held on Wednesday 22 November 2017 that will be considering the development application for the early learning centre at Moriah College.

Division

For the Motion: Crs Betts, Burrill, Copeland, Kay, Keenan, Lewis, Masselos, Nemesh, O'Neill, Wakefield and Wy Kanak.

Against the Motion: Nil.

9. Urgent Business**CM/9.1/17.11 White Ribbon Day Donation (A15/0451)**

Council resolved to deal with this matter as an item of urgent business.

MOTION / UNANIMOUS DECISION

Mover: Cr Keenan

Seconder: Cr Masselos

That Council support White Ribbon day on 25 November by donating \$1000 to the Bondi Beach Cottage.

At 10.32 pm, during the debate on item 9.1, the Mayor relinquished the Chair and the Deputy Mayor assumed the Chair.

At 10.34 pm, during the debate on item 9.1, the Mayor resumed the Chair.

CM/9.2/17.11 Confidential Legal Matter (SF17/2593)

A Confidential Memo was distributed to Councillors prior to the meeting and separately to the agenda.

MOTION / DECISION

Mover: Cr Wakefield

Seconder: Cr Copeland

That:

1. Council resolves to deal with the confidential legal matter as an item of urgent business.
2. The confidential legal matter be dealt with in Closed Session.

10. Closed Session**CM/10/17.11 Closed Session****MOTION / DECISION**

Mover: Cr Wakefield

Seconder: Cr Wy Kanak

That Council moves into closed session to deal with the matter listed below, which is classified as confidential under the provisions of Section 10A(2) of the Local Government Act 1993 for the reasons specified:

CM/9.2/17.11 Confidential Legal Matter

This matter is considered to be confidential in accordance with Section 10A(2)(g) of the Local Government Act, and the Council is satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest as it contains advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege.

At 10.37 pm, Council moved into Closed Session.

CM/9.2/17.11 Confidential Legal Matter (SF17/2593)

At 10.37pm, Council moved into Closed Session to deal with this item.

MOTION / DECISION

Mover: Cr Wakefield

Seconder: Cr Masselos

That:

1. Council authorises the General Manager to negotiate with ISPT as outlined in Option B as set out in Attachment 1 of the Confidential Memo distributed to Councillors separately to the Agenda.
2. A report on negotiations and investigations will come back to Council, with Council to make the final decision.

CM/10.1/17.11 CONFIDENTIAL REPORT - Petition - Affordable Housing Tenancy Extension (A02/0391)

Council dealt with this item in Open Session.

MOTION / DECISION

Mover: Cr Betts

Seconder: Cr Wakefield

That the matter be deferred to the December 2017 Council meeting.

11. Resuming in Open Session**CM/11/17.11 Resuming in Open Session****MOTION / DECISION**

Mover: Cr Wakefield

Seconder: Cr Copeland

That Council resumes in Open Session.

At 11.14 pm Council resumed in Open Session.

Resolutions from Closed Session made public

In accordance with Clause 253 of the Local Government (General) Regulation 2005, when the meeting resumed in open session the Chair announced the resolution made by Council, including the names of the mover and seconder, while the meeting was closed to members of the public and the media.

12. Meeting Closure**THE MEETING CLOSED AT 11.16 PM.**

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SIGNED AND CONFIRMED
MAYOR
12 DECEMBER 2017

CONFIRMATION AND ADOPTION OF MINUTES CM/4.2/17.12



Subject: Confirmation of Minutes - Extraordinary Council Meeting -
28 November 2017

TRIM No.: SF17/81

Author: Richard Coelho, Governance and Internal Ombudsman Officer

RECOMMENDATION:

That the minutes of the Extraordinary Council Meeting held on 28 November 2017 be received and noted, and that such minutes be confirmed as a true record of the proceedings of that meeting.

Introduction/Background

The minutes of a Council meeting must be submitted to Council for confirmation, in accordance with section 375 of the *Local Government Act 1993*.

Attachments:

1. Extraordinary Council Meeting Minutes - 28 November 2017



**MINUTES OF THE WAVERLEY EXTRAORDINARY COUNCIL MEETING
HELD AT WAVERLEY COUNCIL CHAMBERS, CNR PAUL STREET AND BONDI ROAD, BONDI JUNCTION ON
TUESDAY, 28 NOVEMBER 2017**

Present:

Councillor John Wakefield (Mayor) (Chair)	Bondi Ward
Councillor Dominic Wy Kanak (Deputy Mayor)	Bondi Ward
Councillor Sally Betts	Hunter Ward
Councillor Angela Burrill	Lawson Ward
Councillor George Copeland	Waverley Ward
Councillor Tony Kay	Waverley Ward
Councillor Elaine Keenan	Lawson Ward
Councillor Steven Lewis	Hunter Ward
Councillor Paula Masselos	Lawson Ward
Councillor Marjorie O'Neill	Waverley Ward

Staff in attendance:

Cathy Henderson	Acting General Manager
Emily Scott	Director, Waverley Renewal
Jane Worthy	Internal Ombudsman

At the commencement of proceedings at 6.30 pm, those present were as listed above.

PRAYER AND ACKNOWLEDGEMENT OF INDIGENOUS HERITAGE

The General Manager read the following Opening Prayer:

God, we pray for wisdom to govern with justice and equity. That we may see clearly and speak the truth and that we work together in harmony and mutual respect. May our actions demonstrate courage and leadership so that in all our works thy will be done. Amen.

The Mayor read the following Acknowledgement of Indigenous Heritage:

Waverley Council respectfully acknowledges our Indigenous heritage and recognises the ongoing Aboriginal traditional custodianship of the land which forms our Local Government Area.

1. Apologies/Leaves of Absence

Apologies were received and accepted from Crs Goltsman and Nemesh.

2. Declarations of Pecuniary and Non-Pecuniary Interests

The Chair called for declarations of interest and the following was received:

- 2.1 Cr Copeland declared a pecuniary interest in Item CM/4.1/17.11 – RESCISSION MOTION – Council Meeting – 21 November 2017 – CM7.6/17.11 – Bondi Pavilion Stakeholder Committee, and informed the meeting that he has a part-time job at Bondi Pavilion. Cr Copeland advised that he will leave the Chamber for the consideration and vote on this item.

AT THIS STAGE IN THE PROCEEDINGS, THE FOLLOWING MOTION WAS MOVED BY CR KAY AND SECONDED BY CR WY KANAK:

That the audio recording of this meeting be uploaded in its entirety to Council's website and made available to the public within seven days of the meeting.

THE MOTION WAS PUT AND DECLARED CARRIED UNANIMOUSLY

3. Addresses to Council by Members of the Public

There were no addresses to Council by members of the public.

4. Notices of Motion**CM/4.1/17.11 RESCISSION MOTION - Council Meeting - 21 November 2017 - CM/7.6/17.11 - Bondi Pavilion Stakeholder Committee (A16/0431)**

Cr Copeland declared a pecuniary interest in this item, and informed the meeting that he has a part-time job at Bondi Pavilion. Cr Copeland was not present at, or in sight of, the meeting for the consideration and vote on this item.

MOTION

Mover: Cr Kay
Seconder: Cr Betts

That the Rescission Motion be adopted.

THE MOTION WAS PUT AND DECLARED LOST.

Division

For the Motion: Crs Betts, Burrill and Kay.

Against the Motion: Crs Keenan, Lewis, Masselos, O'Neill, Wakefield and Wy Kanak.

5. Closed Session

There were no matters dealt with in closed session.

6. Meeting Closure

THE MEETING CLOSED AT 6.46 PM.

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SIGNED AND CONFIRMED
MAYOR
12 DECEMBER 2017

CONFIRMATION AND ADOPTION OF MINUTES CM/4.3/17.12



Subject: Adoption of Minutes - Waverley Traffic Committee Meeting - 23 November 2017

TRIM No.: SF17/98

Author: Richard Coelho, Governance and Internal Ombudsman Officer

RECOMMENDATION:

That Part 1 of the minutes of the Waverley Traffic Committee Meeting held on 23 November 2017 be received and noted, and that the recommendations contained therein be adopted.

Introduction/Background

The Waverley Traffic Committee (WTC) is not a committee of Council. The WTC operates under delegation from the Roads and Maritime Services (RMS), an agency of the NSW Government. It is advisory only and has no decision making powers.

The purpose of the WTC is to make recommendations and provide advice to Council on the technical aspects of proposals to regulate traffic on local roads in Waverley. The recommendations of the WTC must be adopted by Council before they can be implemented.

Part 1 of the minutes of Waverley Traffic Committee meetings must be submitted to Council for adoption in accordance with clause 18 of the Waverley Traffic Committee Charter.

Council has the opportunity to 'save and except' any of the recommendations listed in Part 1 of the minutes for further consideration in accordance with clause 18.1 of the Waverley Traffic Committee Charter.

Attachments:

1. Waverley Traffic Committee Minutes - 23 November 2017

**MINUTES OF THE WAVERLEY TRAFFIC
COMMITTEE MEETING HELD AT WAVERLEY
COUNCIL CHAMBERS, CNR PAUL STREET AND
BONDI ROAD, BONDI JUNCTION ON
THURSDAY, 23 NOVEMBER 2017**



Voting Members Present:

Cr J Wakefield	Waverley Council (Chair)
Sgt L Barrett	NSW Police – Traffic Services, Eastern Suburbs Local Area Command
Mr B Borger	Roads and Maritime Services – Traffic Management (South)
Mr B Morrow	Representing Bruce Notley-Smith, MP, Member for Coogee
Ms R Russo	Representing Gabrielle Upton, MP, Member for Vaucluse

Also Present:

Cr T Kay	Waverley Council (Alternate Chair)
Snr Cst A Birchansky	NSW Police – Traffic Services, Eastern Suburbs Local Area Command
Snr Cst C Dawes	NSW Police – Rose Bay
Mr E Graham	Sydney Buses (Eastern Region)
Mr M Worthington	BIKEast
Ms Emily Scott	Waverley Council – Director, Waverley Renewal
Mr A Collins	Waverley Council – Senior Project Manager
Ms S Cassidy	Waverley Council – Executive Manager, Project Waverley
Mr D Joannides	Waverley Council – Executive Manager, Creating Waverley
Mr G Garnsey	Waverley Council – Manager, Transport and Development
Ms S Stace	Waverley Council – Manager, Strategic Transport
Mr K Mowad	Waverley Council – Senior Traffic Engineer
Mr S Samadian	Waverley Council – Traffic Engineer
Ms C New	Waverley Council – Sustainable Transport Officer

At the commencement of proceedings at 10.06 am, those present were as listed above, with the exception of Cr J Wakefield, who arrived at 10.23 am. Cr T Kay chaired the meeting from 10.06 am to 10.40 am.

Apologies

There were no apologies.

Declarations of Pecuniary and Non-Pecuniary Interests

The Chair called for declarations of interest and none were received.

Adoption of Previous Minutes by Council - 26 October 2017

The recommendations contained in Part 1 – Matters Proposing that Council Exercise its Delegated Functions – of the minutes of the Waverley Traffic Committee meeting held on 26 October 2017 were adopted by Council at its meeting on 21 November 2017.

PART 1 – MATTERS PROPOSING THAT COUNCIL EXERCISE ITS DELEGATED FUNCTIONS

NOTE: The matters listed under this part of the agenda propose that Council either does or does not exercise the traffic related functions delegated to it by the RMS. The recommendations made by the Committee under this part of the agenda will be submitted to Council for adoption.

TC/C STATE ELECTORATE OF COOGEE**TC/C.01/17.11 Multiple Streets - Installation of 'No Stopping' Zones (A02/0637-02)****COUNCIL OFFICER'S PROPOSAL:**

That Council installs 'No Stopping' zones as follows at:

1. St Thomas Street at Busby Parade, Bronte:
 - (a) 10 m on the western side of St Thomas Street, north of Busby Parade.
 - (b) 10 m on the western side of St Thomas Street, south of Busby Parade.
 - (c) 10 m on the northern side of Busby Parade, west of St Thomas Street.
 - (d) 10 m on the southern side of Busby Parade, west of St Thomas Street.
2. St Thomas Street at Figtree Lane, Bronte:
 - (a) 10 m on the eastern side of St Thomas Street, north of Figtree Lane.
 - (b) 10 m on the eastern side of St Thomas Street, south of Figtree Lane.
 - (c) 10 m on the northern side of Figtree Lane, east of St Thomas Street.
 - (d) 10 m on the southern side of Figtree Lane, east of St Thomas Street.
3. Murray Street at Gibson Street, Bronte:
 - (a) 10 m on the northern side of Gibson Street, west of Murray Street.
 - (b) 10 m on the southern side of Gibson Street, west of Murray Street.
 - (c) 10 m on the western side of Murray Street, north of Gibson Street.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted.

Voting members present for this item: Representative of the Member for Coogee, NSW Police representative, RMS representative and Waverley Council representative (Chair).

TC/C.02/17.11 St Thomas Street, Bronte - Construction Zone (A03/2514-04)**COUNCIL OFFICER'S PROPOSAL:**

That Council:

1. Installs a 15 m long 'No Parking 7 am–5 pm Monday–Friday 8 am–3 pm Saturday Authorised Council Vehicles Excepted' zone across the frontage of 7 St Thomas Street, Bronte.
2. Delegates authority to the Executive Manager, Creating Waverley, to install a 'No Parking 7 am–5 pm Monday–Friday 8 am–3 pm Saturday' zone on the opposite, eastern side of the road in order to maintain the legal travel lane width and traffic flow. The length of the zone to be determined on-site.
3. Delegates authority to the Executive Manager, Creating Waverley, to extend the length and duration of, or remove, the construction zone, as necessary.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted.

Voting members present for this item: Representative of the Member for Coogee, NSW Police representative, RMS representative and Waverley Council representative (Chair).

TC/C.03/17.11 Fitzgerald Street, Queens Park - Introduction of Resident Parking Restrictions (A03/2581)**COUNCIL OFFICER'S PROPOSAL:**

That Council:

1. Installs '2P 8 am–6 pm Mon–Sun Permit Holders Excepted Area 21' restrictions along the eastern side of Fitzgerald Street, Queens Park, south from the existing 'Loading Zone' alongside 59 Birrell Street.
2. Changes the existing '2P 8 am–6 pm Mon–Sat Permit Holders Excepted Area 21' restrictions along the western side of Fitzgerald Street to '2P 8 am–6 pm Mon–Sun Permit Holders Excepted Area 21'.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted.

Voting members present for this item: Representative of the Member for Coogee, NSW Police representative, RMS representative and Waverley Council representative (Chair).

TC/C.04/17.11 Bondi Junction Cycleway - Concept Design (A14/0193)**COUNCIL OFFICER'S PROPOSAL:**

That:

1. Council approves in principle the concept design drawings attached to the report and proceeds with the preparation of detailed design drawings.
2. Further traffic modelling be carried out on intersection treatments along Oxford Street if considered necessary prior to the detailed design drawings being finalised.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted subject to the addition of the following clause:

'Community consultation on the proposed road closure of St James Road be undertaken as soon as possible.'

Voting members present for this item: Representative of the Member for Coogee, NSW Police representative, RMS representative and Waverley Council representative (Alternate Chair).

TC/C.05/17.11 Ocean Street North and Penkivil Street - Additional Car Share Parking Spaces (SF17/2465)**COUNCIL OFFICER'S PROPOSAL:**

That Council approves the installation of GoGet car share spaces at the following locations:

1. Ocean Street North, east side, in the angled parking immediately south of the existing 'No Stopping' space.
2. Penkivil Street, east side, immediately south of the existing 'No Parking' space of the southern side of the driveway at 56a-60 Penkivil Street.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted.

Voting members present for this item: Representative of the Member for Coogee, NSW Police representative, RMS representative and Waverley Council representative (Alternate Chair).

TC/C.06/17.11 Bronte Village Bus Terminus - Bus Stop Review (A16/0755)**COUNCIL OFFICER'S PROPOSAL:**

That Council approves in principle the relocation of the bus set down on Bronte Road at the Bronte Village shops as per option two contained in the 'Bronte Village Bus Stop Options Review' prepared by Bitzios Consulting (attached to this report), and proceeds with the preparation of detailed design drawings.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That:

1. The Council Officer's Proposal not be adopted.
2. Council approves in principle option one contained in the 'Bronte Village Bus Stop Options Review' prepared by Bitzios Consulting (attached to this report), including the footpath being widened by 2.133 m, subject to the additional curb extension/build-out being deleted.
3. Council proceeds with the preparation of detailed design drawings.
4. Council officers report on what further works might be required for a 40 km/h zone in Bronte Village.

Voting members present for this item: Representative of the Member for Coogee, NSW Police representative, RMS representative and Waverley Council representative (Alternate Chair).

R Dick-Telfar addressed the meeting.

TC/V STATE ELECTORATE OF VAUCLUSE**TC/V.01/17.11 Dudley Page Reserve - New Year's Eve - Special Event - Transport Management Plan (A02/0216)****COUNCIL OFFICER'S PROPOSAL:**

That Council:

1. Treats Attachment 1 to this report as confidential as it contains information that would, if disclosed, prejudice the maintenance of law.
2. Approves the traffic arrangements for New Year's Eve event at Dudley Page Reserve in accordance with the Traffic Management Plan attached to this report, subject to the Traffic Management Plan being forwarded to RMS for its approval of road closures and clearways.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted.

Voting members present for this item: Representative of the Member for Vacluse, NSW Police representative, RMS representative and Waverley Council representative (Chair).

TC/V.02/17.11 Oakley Road, North Bondi - 'P Motor Bikes Only' (A02/0637-02)**COUNCIL OFFICER'S PROPOSAL:**

That Council installs 3.5 m of 'P Motor Bikes Only' in Oakley Road, North Bondi, between the driveways to 24 and 26 Oakley Road, North Bondi.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted.

Voting members present for this item: Representative of the Member for Vacluse, NSW Police representative, RMS representative and Waverley Council representative (Chair).

TC/V.03/17.11 Francis Street, Bondi Beach - Construction Zone (A03/2514-04)**COUNCIL OFFICER'S PROPOSAL:**

That:

1. Council installs an 8 m long 'No Parking 7 am–5 pm Monday–Friday 8 am–3 pm Saturday Authorised Council Vehicles Excepted' zone across the frontage of 84A Francis Street, Bondi Beach.
2. There be no blockage to through traffic on Francis Street other than for short periods of time when manoeuvring vehicles into and out of the zone.
3. Trucks associated with all phases of the development, including those making deliveries to the site, being limited to a maximum length of 6.4 m.
4. Council delegates authority to the Executive Manager, Creating Waverley, to extend the length and duration of or remove the construction zone, as necessary.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted.

Voting members present for this item: Representative of the Member for Vacluse, NSW Police representative, RMS representative and Waverley Council representative (Chair).

TC/V.04/17.11 Military Road, Vacluse - Construction Zone and Temporary Relocation of a Bus Zone (A03/2514-04)**COUNCIL OFFICER'S PROPOSAL:**

That Council:

1. Installs a 18 m of 'No Parking 7 am–5 pm Monday–Friday 8 am–3 pm Saturday Council Authorised Vehicles Excepted' on Military Road along the frontage of 695 Old South Head Road, Vacluse, east of the existing 'No Stopping' zone to Old South Head Road.
2. Approves the temporary relocation of existing bus stop no. 203025 immediately east of its current location and provides a 30 m bus zone commencing from the power pole outside 376 Military Road for a distance of 30 m to the east and terminating on the power pole at the boundary of 370 and 372 Military Road.
3. Reinstates the bus stop and bus zone signage to their original locations once the construction zone is no longer required.

4. Notifies the residents of affected properties prior to the bus zone being temporarily relocated.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted.

Voting members present for this item: Representative of the Member for Vaucluse, NSW Police representative, RMS representative and Waverley Council representative (Chair).

TC/V.05/17.11 Beach Road, Bondi Beach – Pedestrian Refuges (A03/0042-04)

COUNCIL OFFICER'S PROPOSAL:

That Council approves the installation of line marking, signage and pedestrian refuges at the intersection of Beach Road and Blair Street, Bondi Beach, as per Drawing 8948 Issue A attached to this report.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That:

1. The Council Officer's Proposal not be adopted.
2. The item be deferred for further consideration of:
 - (a) Minimum travel lane widths of 3.08 m.
 - (b) Swept paths.

Voting members present for this item: Representative of the Member for Vaucluse, NSW Police representative, RMS representative and Waverley Council representative (Chair).

TC/V.06/17.11 Hall Street/Jaques Avenue, Bondi Beach - Construction Zones (A03/2514-04)

COUNCIL OFFICER'S PROPOSAL:

That Council:

1. Installs an 11 m long 'No Parking 7 am–5 pm Monday–Friday 8 am–3 pm Saturday' zone across the frontage of 1 Jaques Avenue, Bondi Beach, to cater for the swept wheel path of vehicles entering and exiting the Jaques Avenue access driveway of 10–14 Hall Street, Bondi Beach.
2. Installs a 25 m long 'No Parking 7 am–5 pm Monday–Friday 8 am–3 pm Saturday Authorised Council Vehicles Excepted' zone across the frontage of 10–14 Hall Street, Bondi Beach.
3. Delegates authority to the Executive Manager, Creating Waverley, to install a 3 m long 'No Parking 7 am–5 pm Monday–Friday 8 am–3 pm Saturday' zone immediately south-west of the existing 'No Parking' zone adjacent to the driveway on the Jaques Avenue frontage of 10–14 Hall Street, Bondi Beach, if required.

4. Delegates authority to the Executive Manager, Creating Waverley, to extend the length and duration of, or remove, the construction zone(s) as necessary.
5. Notifies the residents of 1 Jaques Avenue, Bondi Beach, of the proposed installation of the works zone outside that property.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted.

Voting members present for this item: Representative of the Member for Vaucluse, NSW Police representative, RMS representative and Waverley Council representative (Chair).

TC/V.07/17.11 Murriverie Road, North Bondi - Timed Parking Restrictions (A02/0637-02)

COUNCIL OFFICER'S PROPOSAL:

That Council makes no changes to parking restrictions in Murriverie Road, North Bondi, having regard to the results of the consultation and to the objections received.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted.

Voting members present for this item: Representative of the Member for Vaucluse, NSW Police representative, RMS representative and Waverley Council representative (Chair).

TC/CV ELECTORATES OF COOGEE AND VAUCLUSE

TC/CV.01/17.11 Multiple Streets - 'P Disability Only' Zone (A02/0273-02)

COUNCIL OFFICER'S PROPOSAL:

That Council:

1. Installs a 6.5 m long 'P Disability Only' zone outside 8 Oakley Road, North Bondi.
2. Install a 5.5 m long 'P Disability Only' zone outside 27 Allens Parade, Bondi Junction.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted.

Voting members present for this item: Representative of the Member for Coogee, Representative of the Member for Vaucluse, NSW Police representative, RMS representative and Waverley Council representative (Chair).

PART 2 – TRAFFIC ENGINEERING ADVICE

NOTE: The matters listed under this part of the agenda seek the advice of the WTC only and do not propose that Council exercise its delegated functions at this point in time (though they may or may not require it in the future).

TC/TEAC STATE ELECTORATE OF COOGEE

Nil.

TC/TEAV STATE ELECTORATE OF VAUCLUSE

Nil.

TC/TEACV ELECTORATES OF COOGEE AND VAUCLUSE

Nil.

THE MEETING CLOSED AT 11.29 AM.

.....
SIGNED AND CONFIRMED
MAYOR
12 DECEMBER 2017

MAYORAL MINUTE CM/5/17.12

Subject: Mayoral Minute

Author: Mayor of Waverley, Cr John Wakefield



Mayoral minutes are permissible at Waverley Council meetings under the provisions of the NSW Local Government (General) Regulation 2005 and Council's Code of Meeting Practice. Clause 243 of the Regulation and Section 9.1 of the Code state:

If the mayor is the chairperson at a meeting of Council, the chairperson is, by minute signed by the chairperson, entitled to put to the meeting without notice any matter or topic that is within the jurisdiction of Council or of which Council has official knowledge.

Such a minute, when put to the meeting, takes precedence over all business on Council's agenda for the meeting. The chairperson (but only if the chairperson is the mayor) may move the adoption of the minute without the motion being seconded.

A recommendation made in a minute of the chairperson (being the mayor) or in a report made by a Council employee is, so far as adopted by Council, a resolution of Council.

As noted in Council's Code of Meeting Practice mayoral minutes should not be used to introduce, without notice, matters that are routine, not urgent, or need research or a lot of consideration by councillors before coming to a decision. These types of matters would be better placed on the agenda, with the usual period of notice given to the councillors.

OBITUARIES CM/6/17.12

Subject: Obituaries

Author: Cathy Henderson, Acting General Manager



Noel Mayes

The Mayor will ask councillors for any obituaries.

Council will rise for a minute's silence as a mark of respect for the deceased and for the souls of people generally who have died in our Local Government Area.

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REPORT CM/7.1/17.12



Subject: Leave of Absence - Cr Tony Kay

TRIM No.: SF17/81

Author: Al Johnston, Governance and Internal Ombudsman Officer

Director: Cathy Henderson, Acting General Manager

RECOMMENDATION:

That Council grants Cr Tony Kay leave of absence for the period from Tuesday 12 December 2017 to Wednesday 3 January 2018, inclusive. This includes the Council meeting on 12 December 2017.

1. Executive Summary

Cr Kay has applied for a leave of absence from Council for the period from Tuesday 12 December 2017 to Wednesday 3 January 2018, inclusive. This includes the Council meeting on 12 December 2017.

It is recommended that Council grants a leave of absence to Cr Kay.

2. Introduction/Background

Councillor Kay's application for leave of absence is made under section 235A of the Local Government (General) Regulation 2005.

3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Nil.	Nil.	Nil.

4. Discussion

Nil.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: G1 Inspiring community leadership is achieved through decision making processes that are open, transparent, corruption resistant and based on sound integrated planning..

Strategy: G1b Promote and embed good governance and corruption prevention practices in operational activities.

Deliverable: Regular ethics and Code of Conduct training provided for Councillors and staff.

6. Financial impact statement/Timeframe/Consultation

Nil.

7. Conclusion

Nil.

8. Attachments:

Nil

**REPORT
CM/7.2/17.12**

Subject: Bronte Road, Waverley and Gould Street, Bondi Beach -
Changes to Parking Restrictions

TRIM No.: A02/0637-02

Author: Kablan Mowad, Senior Traffic Engineer

Director: Emily Scott, Director, Waverley Renewal

RECOMMENDATION:

That Council:

1. Removes the existing 28 metre "1/4P 8.30am-6pm Mon-Fri" zone outside the Waverley Court House in Bronte road and extends the existing "No Stopping Police Vehicles Excepted" zone in front of the Police Station 28 metres south to replace it, as per Figure 3.
2. Extends the existing "No Stopping Police Vehicles Excepted" zone adjacent to the Police Station in Gould Street, Bondi Beach a further 12 metres south west as per Figure 6.

1. Executive Summary

An electronic meeting of the Waverley Traffic Committee was held to consider an urgent item (attached) received from the NSW Police regarding changes to parking restrictions outside Waverley Police Station on Bronte Road, Waverley and the Bondi Beach Police Station on Gould Street, Bondi Beach.

This is a Part 1 matter under the Waverley Traffic Committee Charter ('the Charter'). This means that Council has to exercise its delegated functions to implement (or not implement) the proposal. The Traffic Committee's recommendation therefore has to be submitted to Council for adoption in accordance with clause 18 of the Charter. The Committee voted unanimously in support of the Council officer's proposal.

Council has the opportunity to make a decision that differs from the Traffic Committee's recommendation (cl 18.1).

2. Introduction/Background

Council received representations from the NSW Police in relation to the imminent amalgamation of local police commands. This amalgamation will result in additional police response vehicles being stationed at the Waverley and Bondi Beach police stations. The matter concerns the electorates of both Coogee and Vaucluse.

Given that the next Traffic Committee meeting will not be held until February 2018, an urgent item was emailed to voting members for consideration. Electronic meetings of the Traffic Committee are permitted under clause 5.4 of the Charter.

3. Relevant Council Resolutions

Nil.

4. Discussion

In order to provide additional car parking spaces for police vehicles, it is proposed that changes be made to existing parking restrictions. Officers have made attempts for the proposed changes to have as minimal an impact on resident, business and other parking as reasonably possible. This is outlined in the attached technical report.

The voting members for the item were Council's representative (Cr Wakefield), the Member for Coogee and representatives of RMS, NSW Police and the Member for Vaucluse,

With the exception of the police (see below), all voting members voted in favour of the Council officer's proposal. Votes were received by e-mail between 30 November and 5 December.

The NSW Police declared a less than significant non-pecuniary interest in the item and did not participate in the vote. However, the police indicated its support for the proposal.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction:	L9 Parking, both on-street and off-street, is equitably accessed and effectively managed.
Strategy:	L9a Ensure fair access to parking services through regular review of parking demand, fee structures, enforcement and facilities.
Deliverable:	Parking patrols conducted in accordance with adopted program in commercial and residential areas

6. Financial impact statement/Timeframe/Consultation

As per the attached technical report.

7. Conclusion

The proposed changes to parking restrictions will allow police response vehicles to service the local area more effectively. It is therefore recommended that Council adopts the Traffic Committee's recommendation.

8. Attachments:

1. Waverley Traffic Committee report - Bronte Road, Waverley and Gould Street, Bondi Beach - Changes to Parking Restrictions

BRONTE ROAD, WAVERLEY AND GOULD STREET, BONDI BEACH – CHANGES TO PARKING RESTRICTIONS**COUNCIL OFFICER'S PROPOSAL:**

That Council:

1. Removes the existing 28 metre '1/4P 8.30am-6pm Mon-Fri' zone outside the Waverley Court House in Bronte Road and extends the existing 'No Stopping Police Vehicles Excepted' zone in front of the Police Station 28 metres south to replace it, as per Figure 3.
2. Extends the existing 'No Stopping Police Vehicles Excepted' zone adjacent to the Police Station in Gould Street, Bondi Beach a further 12 metres south west, as per Figure 6.

1. Executive Summary

NSW Police have requested that, following the announcement of the imminent amalgamation of surrounding police stations, Council gives consideration to extending the existing 'No Stopping Police Vehicles Excepted' zones in the immediate vicinity of the Waverley Police Station in Bronte Road, Waverley and the Bondi Beach Police Station in Gould Street, Bondi Beach. Council will need to exercise its delegated functions to implement the proposal.

2. Introduction/Background

Council has received representations from NSW Police, requesting the extension of the existing 'No Stopping Police Vehicles Excepted' zones in Bronte Road, Waverley and Gould Street, Bondi Beach to create additional on-street police parking spaces.

3. Technical Analysis**Bronte Road, Waverley – Waverley Police Station**

Waverley Police Station on Bronte Road currently has access to approximately 8 on-street parking spaces along Bronte Road plus another 5 in Church Street. Due to the amalgamation of various local police commands there will be 4 new police response vehicles stationed at the Waverley Police Station. In order to create the required additional car spaces for police vehicles and reduce the impact on residents as much as possible, it is proposed that the 1/4P zone in front of the Waverley Court House be removed in order to create the new police parking spaces. The existing disabled parking space is retained as part of the proposal.



Figure 1. Photo of the location of new proposed police parking spaces in Bronte Road, Waverley.

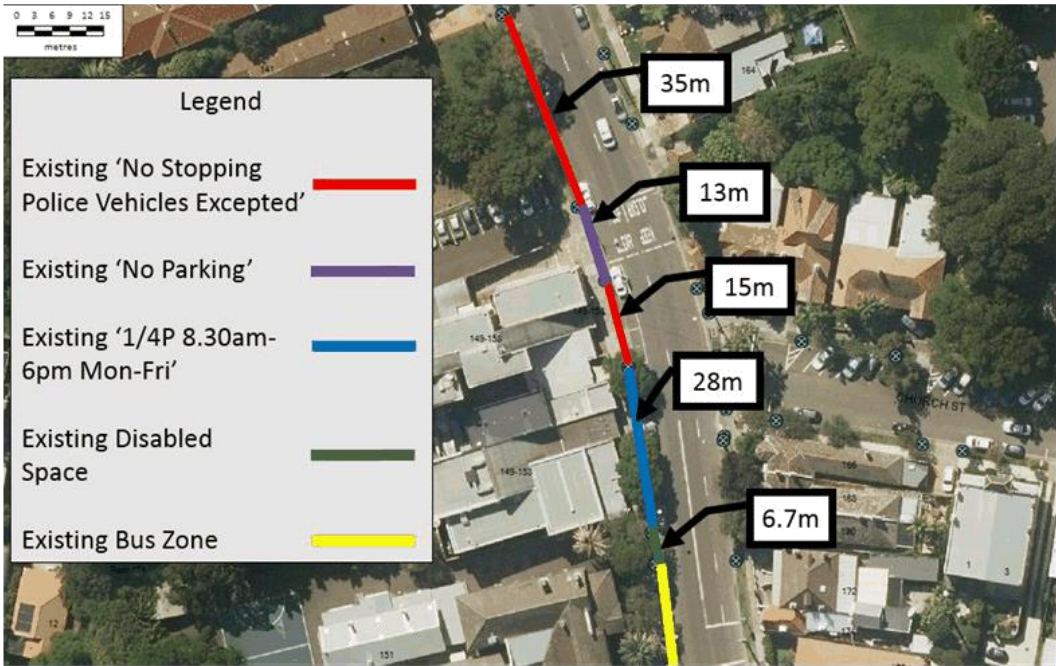


Figure 2. Aerial photograph of existing restrictions outside Waverley Police Station.

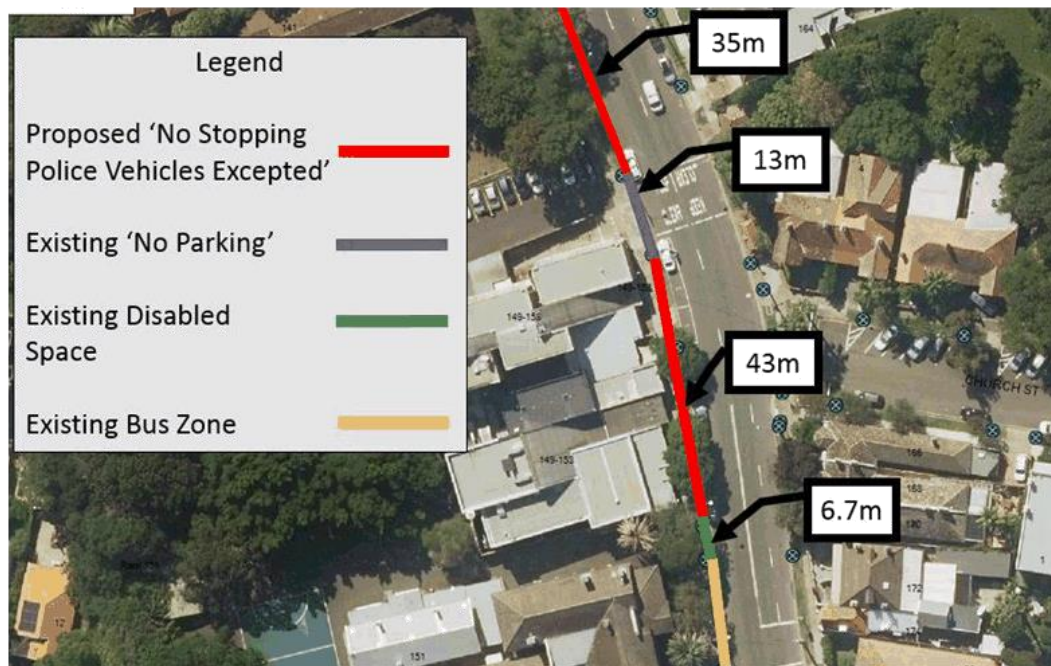


Figure 3. Aerial photograph of proposed restrictions outside Waverley Police Station.

Gould Street, Bondi Beach – Bondi Beach Police Station

Bondi Beach Police Station on Gould Street currently has access to approximately 7 on-street police parking spaces along Gould Street and will have 1 new police response vehicle based there. Gould Street is currently subject to '1P Ticket 8am-6pm 3P Ticket 6pm-9pm' parking restrictions.

It is proposed that the 'No Stopping Police Vehicles Excepted' zone on the north western side of Gould Street be extended by 12 metres to the south west to create 2 additional on-street police parking spaces. The proposed new spaces would result in the loss of 2 ticket parking spaces, however they do not extend into the frontage of any shops or commercial premises along Gould Street.

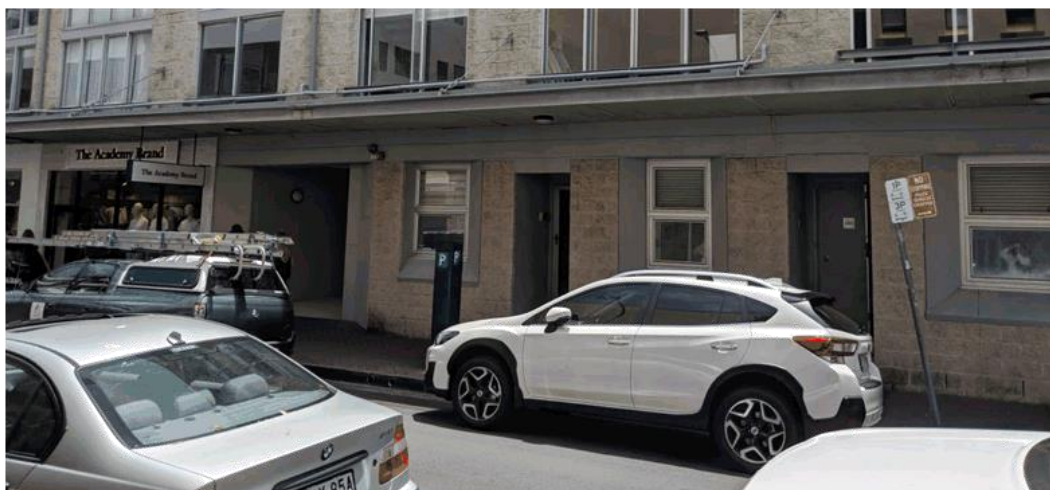


Figure 4. Photo of the location of new proposed police parking spaces in Gould Street.

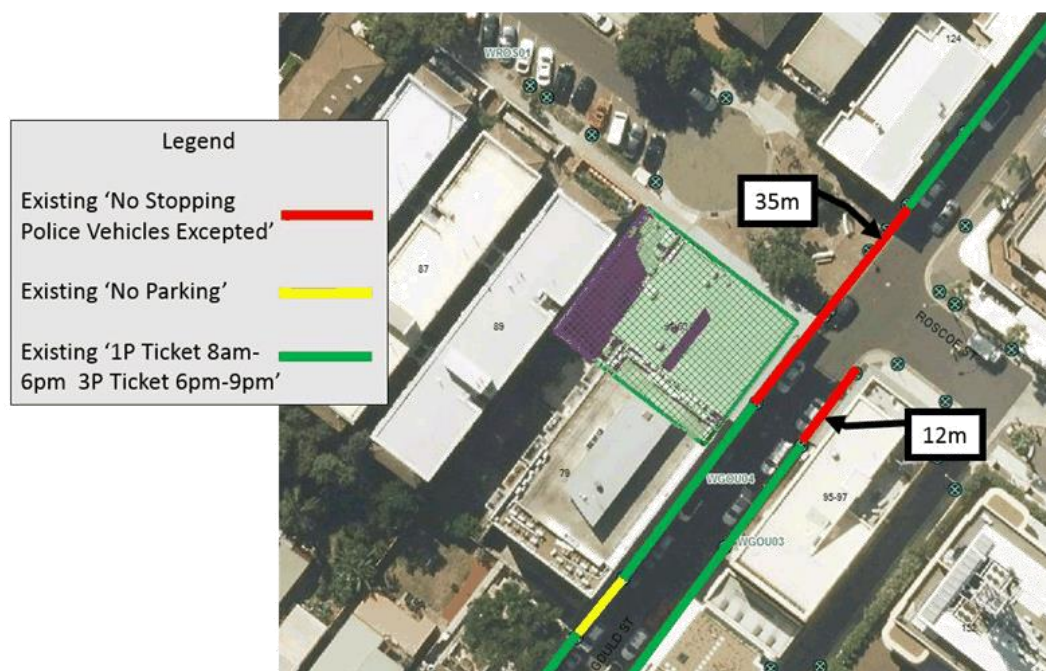


Figure 5. Aerial photograph of existing restrictions outside Bondi Beach Police Station.



Figure 6. Aerial photograph of proposed restrictions outside Bondi Beach Police Station.

4. Financial Information for Council's Consideration

If changes to signs are approved, Council will undertake the installation of signs from existing budgets.

REPORT CM/7.3/17.12



Subject: Thomas Hogan Reserve Stage 2 - Results of Community Consultation

TRIM No.: SF17/2444

Author: Andrew Chau, Senior Landscape Architect

Director: Emily Scott, Director, Waverley Renewal

RECOMMENDATION:

That Council:

1. Receives and notes the responses by the community on the proposed Thomas Hogan Reserve Stage 2 Works.
2. Based on community responses adopts the actions proposed by Council Officers in the report, including amending the design to:
 - (a) Consider alternative materials that are currently proposed as concrete.
 - (b) Reconsider the extent of lawn and garden bed.
 - (c) Consider removing the provision of a specific Council maintenance parking bay, and incorporating a DDA parking bay in lieu of on street provision (action identified in PoM).
 - (d) Amend the alignment of the Martin's Avenue stairs to balance the need of direct access and extent of central lawn.
 - (e) Include locations of replacement trees and specify native species.
 - (f) Minimise trees being removed in this stage of works.
 - (g) Include a planting list in accordance with the VMP, consisting of all natives endemic to the area and in the classified ecological class.
3. Proceeds with the development of a staged Ecological Restoration Action Plan for Thomas Hogan Reserve, to be presented to Council for adoption.

1. Executive Summary

This report provides background, discussion, and recommended actions for the Thomas Hogan Reserve Stage 2 Landscape Works based on the recently concluded community consultation period.

Thomas Hogan Reserve Stage 2 works proposes to improve universal access into the community hall and surrounding landscape, address localised flooding issues, and to mitigate risk associated with a stand of large trees. Council officers undertook a consultation period from 22 September 2017 until 20 November 2017. Consultation activities included an online survey, onsite 'Have Your Say' days, Councillors and resident information session, and social media posts. The consultation process and methodology was more

intensive than required for the scale of works as the proposed concept contained issues that required thorough consultation due to community concern.

Community Consultation revealed a mixed response to the overall proposed landscape concept. Items relating to the management of trees and the new hard paved areas were opposed. However, the proposed Universal access upgrades and landscape works around the Community Hall were supported by the community.

It is recommended that Thomas Hogan Reserve Stage 2 works be amended in response to community expectations as identified in this Council report and further discussed in the Community Consultation Summary. This should alleviate community concerns raised, and allow for Council to undertake works required to ensure a safe and universally accessible reserve.

2. Introduction/Background

Thomas Hogan Plan of Management

The Thomas Hogan Plan of Management (PoM) was developed by Council officers and was adopted by Council 01 November 2011. The PoM provides a guideline for the ongoing maintenance and actions on how to upgrade of the space to suit community needs. The community was comprehensively consulted during the development of the PoM.

Stage 1 – Playground Upgrade (Completed Spring 2016)

The stage 1 works directly addressed actions identified in the PoM and the Play Space Strategy, including universal access into the reserve, and predominately the play space.

Stage 2 – Community Hall and Central Lawn Access and Landscape Upgrade

The current stage of works aims to continue the improvements and works from stage 1 and further undertake works identified in the PoM, including the following actions:

- E2 Identify trees that are in decline or damaged, assess for safety and plan for replacement.
- E3 Develop a planting plan to increase the feeding habitat of birds
- E9 Maintain tree canopy to allow solar access to grass clearing and new plantings.
- C2 Investigate the development of a unique lighting strategy for safety and enhancement.
- A9 Investigate improvements to drainage at low point near hall.
- A10 Investigate installation of equal access path/ramp from Francis St to Hall.
- A11 Investigate the construction of a path where there is erosion between central clearing and playground.

Stage 2 works aim to address the above actions by:

- Providing universal access infrastructure to allow users with limited mobility to equitably access the hall and surrounding landscape, including access into the community hall, and into the central lawn space.
- Relocating existing seats for universal access from the new access path.
- Upgrade furniture to align with the standard furniture suite guided by the *Public Domain Technical Manual* (PDTM).
- Install 'wet' garden beds to capture, retain, and infiltrate localised flooding to mitigate potential flood damage to the hall and surrounding properties.
- Improve and increase the functionality of the open space in front of the community hall by providing a larger useable outdoor space including a level paved or decked area, new turf and planting, and new seating.
- Removal of 13 trees, 12 of which are based on a report and recommendations prepared by a certified Arborist. A priority listing for removal of trees within the report are based on the safe and useful life expectancy (SULE) as assessed by the consulting arborist, where a tree rated four (4) or higher had considerable safety risks and an expected failure within five (5) years.

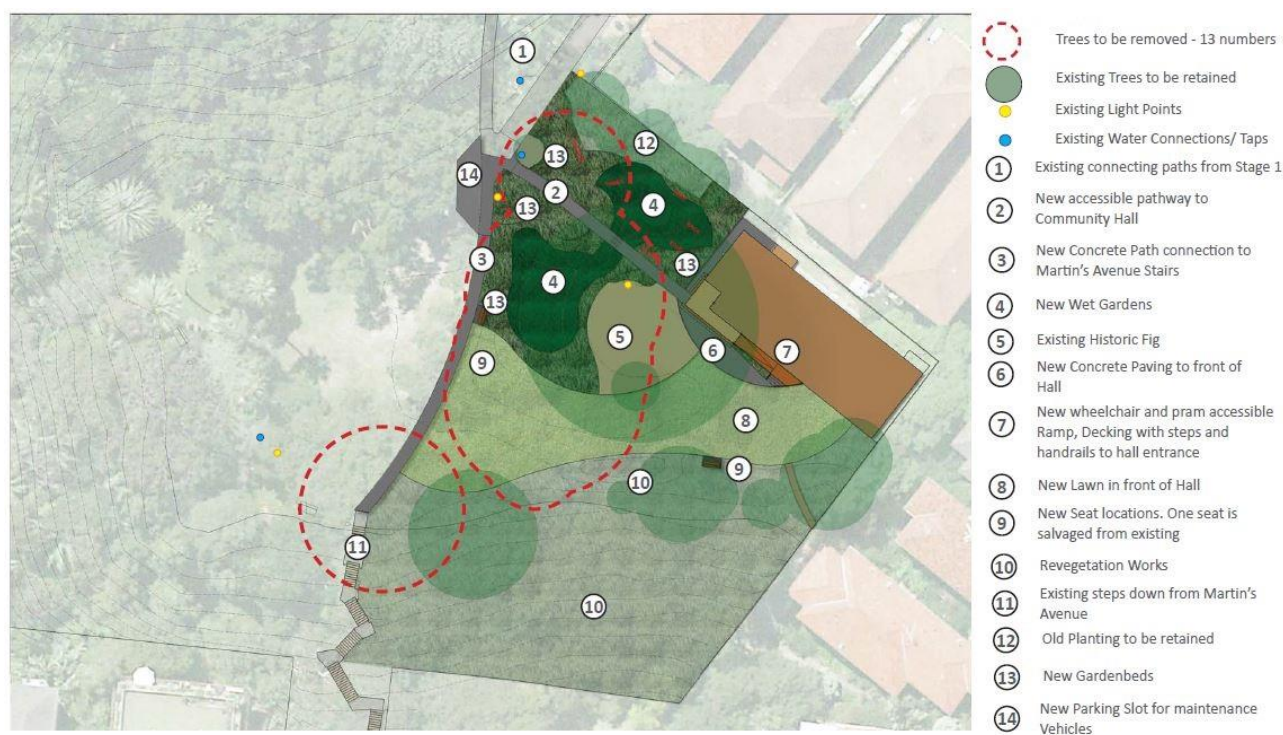


Figure 1 – Community Consultation Proposed Concept Plan

Community Consultation

The community were engaged through Council's consultation and engagement website, *Have Your Say Waverley*, on-site *Have Your Say* days, and via direct communication methods (email and phone).

The consultation period was from the 21 September until 20 November, a duration of 60 days. The consultation period was extended for a further 28 days from the initial closing date of 22 October. Within this period, Council officers hosted two onsite HYS days, and a design walkthrough with Ward Councillors and residents.

The proposed concept plans and supporting information were available for download on Council's webpage. Council officers also organised for posters of the design and Camphor Laurel information sheets to be placed in the Community Hall and within the park.

Attachment 1 provides detailed information of the consultation process (summary of findings and recommended actions are provided in the discussion section below). *Attachment 2* includes the material made available to the community during consultation.

3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Operations and Community Services Committee, 07 November 2017	OC/5.4/17.11	<p>Motion / Unanimous Decision</p> <ol style="list-style-type: none"> Approves the Vegetation Management Plan (VMP) – Thomas Hogan Reserve (attached to this report) for public release in order to better inform the community consultation currently underway on the proposed Thomas Hogan Reserve works. Notes a consultation report will come back to

		<p>Council following completion of community consultation on the proposed Thomas Hogan Reserve works, and will include issues identified with the proposed works and the VMP.</p> <ol style="list-style-type: none"> 3. Notes that the Vegetation Management Plan (VMP) – Thomas Hogan Reserve is a supporting technical document that is used to guide the future management and design of the Reserve. 4. Officers organise an on-site meeting with residents and Waverley Ward Councillors to discuss the VMP during the community consultation period. 5. Officers erect informational signage in Thomas Hogan Reserve as soon as possible to provide clarity on the community consultation process and the proposal under consideration for the removal of 13 trees including 12 camphor laurels (seven of which have been deemed a safety risk) and one palm tree. 6. Receives and considers the arborist's and ecologist's reports, commissioned by residents, as part of the review process.
Council Meeting, 18 October 2016	CM/7.4/16.10	<ol style="list-style-type: none"> 1. Endorses the draft Planning Agreement applying to the land at 6 Edward Street, Bondi that contributes \$106,882 to Council for the upgrade of Thomas Hogan Reserve. 2. Authorises the Mayor and General Manager to sign and execute the agreement and affix the Council Seal to the documentation.
Finance, Ethics & Strategic Planning Committee Meeting, 01 November 2011	F-1111.10	Council adopt the amended Draft Thomas Hogan Reserve Plan of Management dated October 2011 without further public exhibition.

4. Discussion

Attachment 1 provides a detailed summary of the community consultation results, a summary of main issues raised by the community are provided in this report.

Consultation

Thomas Hogan Reserve Stage 2 works gained large community interest. Council's *Have Your Say* webpage received 648 visits. 144 of the visitors downloaded documents containing information in relation to the Thomas Hogan Reserve Upgrade, and only 96 of the total visitors had decided to provide an online survey response. Council officers received an additional 28 submissions on *Have Your Say* days, and via email.

During the consultation process, the community requested additional information in the detail and rationale of the design decisions when developing the concept, in particular, the proposed removal of trees. The Vegetation Management Plan was released to the public to provide the additional information requested, and to allow for transparency in design decisions. Council approved the public release of the

VMP at the 7 November Operations and Community Services Committee for the purposes of community consultation only, with a resolution to provide an onsite information session for Ward Councillors and residents. It should be noted that the VMP is a supporting document only and is not required to be adopted by council.

In order for the community to have adequate time to respond, Council Officers extended the consultation period for another four (4) weeks until 20 November, organised another HYS day, and updated all the signage at the reserve. The resulting Thomas Hogan Reserve community consultation process was twice as long (when compared to similar scale projects) and included three onsite days for questions and answers.

23% (26 of 144) of participants that had downloaded and/or viewed the proposed plans but did not provided responses to the survey or participated in the discussion via email. It can be assumed these participants either had no opinion or no opposition to the proposed works.

The main issues raised by the respondents is discussed below.

Universal Access

The proposed design addresses the need for universal access by upgrading the path and access into the Community Hall, and providing a new compliant universal access path into the central lawn area.

There is marginal opposition (57 of 108, or 53% of respondents) to the proposed design of the path providing universal access to the central lawn area and connecting the Francis St paved paths to the Martins Ave stair. Concerns summarised from the comments include:

- Loss of green space.
- Efficacy of path in reducing wear on the turf.
- Too much concrete in natural space.

Despite the opposition to the proposed path, Council should be increasing universal access into all council owned assets. This is reflective of Council's commitment evidenced in adoption of the Regional Disability Inclusion Framework and Action Plan in October 2017. The proposed works at Thomas Hogan Reserve aim to address the following action identified in the plan:

- *3.1.1 Design all new council assets, buildings and open spaces to disability access standards and universal design principles.*

Further support of improving universal access in our parks is reflected in the NSW State Government's recently released media statement that they are working on a new design standard to guide the design of spaces for people of all abilities. With the Minister for Planning and Housing quoted as saying "It is imperative that our open spaces and playgrounds in parklands are able to be enjoyed by every citizen regardless of their level of ability."

To address the community concerns in relation to the path, and still uphold Council's obligations under the Disability Discrimination Act, Council Officers will:

- Amend the design in consideration of alternative materials (currently shown as concrete).
- Amend the alignment to balance the need of direct access and extent of central lawn of the path to the Martin's avenue stairs.
- Consider removal of the provision of a specific Council maintenance parking bay, reducing the area of proposed hard paving.

In contrast to the central lawn path, there is strong majority (77 of 111, or 69% of respondents) support for the proposed improvements for universal access to the Community Hall, however, there were concerns regarding the materiality of this upgrade.

To address the community concerns in relation to the community hall path and access, Council Officers will:

- Investigate alternative materials for the proposed universal access path and access ramp to the Community Hall.

Landscape Works

The landscape works proposed, as outlined in the introduction, include an interim solution to flooding, and improved usable space around the community hall.

Of the respondents, there is marginal support (57 of 108, or 53% of respondents) for the proposed landscape works around the community hall.

Of those that had opposed, the general concerns were:

- Excess lawn in a 'nature' reserve.
- Hard paved area to the front of the hall.
- Non-native planting.

To address the community concerns, Council Officers will:

- Provide a planting list in accordance with the VMP, consisting of all natives endemic to the ecological class.
- Amend the design to reconsider the extent of lawn and garden bed.

Tree Management

The proposed design includes the removal of 13 trees on the periphery of the central lawn area. These trees are predominantly Camphor laurels, a species recognised as an environmental weed. Council officers had commissioned a report to ascertain professional assessment of the health of the trees. The report identified the trees had varying health issues and recommended removal of the trees.

The respondents are strongly opposed (66 of 108, or 60% of respondents) to the management of the trees, in particular the removal of trees. However, Council is required to address the safety issue these trees may pose.

Of the trees proposed for removal, one is deemed an imminent safety risk, with a potential failure within five years. Ten of the other trees have varying symptoms showing stress or ill-health, and have been recommended for removal as they are likely to fail within five to ten years. Two trees will be retained with the design amended to allow this change.

To address the community concerns, Council Officers will:

- Consider commissioning another certified arborist to provide advice based on the review of the existing assessment, and community provided arborist letter of objection.
- Proceed with the removal of trees deemed hazardous and a risk to public safety (quantity will be determined by certified arborist from previous action)
- Amend concept to include locations of replacement trees and specify native species.
- Minimise tree removal in this stage of works.
- Commission an Ecological Restoration Action Plan by specialist ecologist to guide the ecological restoration works.

Vegetation Management Plan

During community consultation, it was revealed that the community had concerns around Council's future plan on managing the reserve. This is evident in the response to the proposal of removing 13 trees in Stage 2 works, and in the comments provided by the community. These include:

- "Tree change should happen over time so as not to spoil ecosystem."

- “Leave all of the trees alone and stop the destruction of over 150 trees!”
- “It is a nature reserve, please retain the trees and leave it as natural as possible.”

The VMP is a long and detailed technical document written by specialists in ecological restoration. It is a guiding document only and is not formally adopted by Council. Despite the detail in analysis and recommended actions, the report does not provide a clear timeline in the restoration works, leading to misinterpretation of the trees being removed immediately.

To address the community concerns, Council Officers recommend Council:

- Commit operational funds of \$15,000 for Council Officers to engage a specialist to:
 - Peer review the VMP, with consideration of letters of objection commissioned by community members (prepared by an independent arborist and an environmental planner).
 - Development of a staged Ecological Restoration Action Plan (ERAP), to be presented to Council for adoption and implementation.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction:	C7 Health and quality of life are improved through a range of recreation and leisure opportunities.
Strategy:	C7c Provide and support a broad range of facilities and activities to improve the physical and mental health of the community members.
Deliverable:	Implementation of priority projects to deliver facilities and infrastructure upgraded in parks and reserves .

6. Financial impact statement/Timeframe/Consultation

Thomas Hogan Reserve Stage 2 Landscape Works

This stage of works has a Capital Works Program budget of \$186,817.00 allocated for this financial year (2017-2018). Inclusive of this amount is a Voluntary Planning Agreement (VPA) contribution of \$96,193.80 (this value excludes the 10% contribution to affordable housing).

Timeframe	Action	Description
15 December 2017	Community Update	Council officers will circulate the Community Consultation Report to all respondents that had provided an email address.
15 December 2017	Concept Amended and circulated to Community	Council officers will amend the concept based on outcome of Council Meeting.
January 2018	Documentation Commences	Council officers will commence detailed design and documentation of the project based on the amended concept.
March 2018	Development Application	Council officers will submit a Development Application, if required.
May 2018	Tender and Procurement	Following development approval (if applicable) Council officers will issue a request for tender for the scope of works. The assessment and result will be reported to Council as per standard procurement procedures.

Thomas Hogan Reserve Ecological Restoration Action Plan

Council officers will allocate an estimated \$15,000 of project budget for the development of the Ecological Restoration Action Plan.

Timeframe	Action	Description
February 2018	Commission External Specialist Consultant	Council officers will prepare a brief and request for quotation for the development of an Ecological Restoration Action Plan for Thomas Hogan Reserve.
TBC	Council Adoption of Ecological Restoration Action Plan	Council officers will report to Council the Ecological Restoration Action Plan for Thomas Hogan Reserve.

7. Conclusion

Thomas Hogan Reserve is a much loved reserve providing a natural setting for the local community. It is important for Council to maintain and ensure the space has the ability to deal with increased usage as the area becomes more urbanised. The proposed Stage 2 works address management issues including universal access, and risk mitigation.

The respondents to the community consultation have raised valid concerns in relation to the proposed design, and Council Officers will consider these concerns when progressing the project.

Council officers will circulate the community consultation summary report and the amended design to the Community. Feedback and comments will be accepted and considered during detailed design and documentation.

8. Attachments:

1. Thomas Hogan Reserve Stage 2 - Consultation Summary
2. Thomas Hogan Reserve Stage 2 - Consultation Appendices

Community Consultation Summary -**Thomas Hogan Reserve Stage 2 Works**

From: Andrew Chau, Senior Landscape Architect
Vaishali Hingmire, Senior Landscape Architect

Subject: Community Consultation Summary

File: A17/0148

Date: 27 November 2017

**PURPOSE**

This Community Consultation Summary has been prepared to document findings of the community consultation of Thomas Hogan Reserve Stage 2 works. Consultation occurred from 21 September 2017 to 20 November 2017 with two on-site 'Have Your Say' days on 8 October 2017 and 12 November 2017. A proposed design walk-through on site with Ward Councillors, residents, and council officers took place on 16 November 2017 following a Council motion at the 7 November Operations and Community Services Committee meeting.

The report details the activities undertaken to ascertain community opinions during this period, provide a summary of the respondent surveys, and Council Officer recommended actions.

INTRODUCTION AND BACKGROUND

The proposed Stage 2 works for Thomas Hogan Reserve continue from the recent successful completion of stage 1 Playground Upgrade works (completed 2016) where most residents said they were happy with the play equipment provided including the recently installed shade structure above the slides. The stage 2 works incorporate the community feedback from stage 1 and enact actions identified in the adopted *Thomas Hogan Reserve Plan of Management (PoM) 2011-2021*.

The addressed actions from the PoM include:

- E2 - Identify trees that are in decline or damaged, assess for safety and plan for replacement
- E3 - Develop a planting plan to increase the feeding habitat of birds
- E9 - Maintain tree canopy to allow solar access to grass clearing and new plantings
- C2 - Investigate the development of a unique lighting strategy for safety and enhancement.
- A9 - Investigate improvements to drainage at low point near Hall
- A10 - Investigate installation of equal access path/ramp from Francis St to Hall
- A11 Investigate the construction of a path where there is erosion between central clearing and playground. The concept plan set out on page 31 of the PoM also gives a directive to assess the line of Camphor laurels in the centre of the lawn.

Consultation Summary – Thomas Hogan Reserve Stage 2 Works

Community comments collated during consultation of previous stages and the PoM have informed Council Officers when designing the proposed Stage 2 works. The works proposed predominantly focus on the area surrounding the Community Hall, with the primary aim of creating universal access (DDA compliance) to the Hall and surrounding landscape. Secondary objectives are to reduce the impact of localised flooding around the hall, and to address trees with risks identified by an independent arborist.

Thomas Hogan Reserve Stage 2 Works propose to:

1. Provide universal access infrastructure to allow users with limited mobility to equitably access the hall and surrounding landscape, including access into the community hall, and into the central lawn space.
2. Relocate existing seats for universal access from the new access path.
3. Upgrade furniture to align with the standard furniture suite guided by the *Public Domain Technical Manual* (PDTM).
4. Install 'wet' garden beds to capture, retain, and infiltrate localised flooding to mitigate potential flood damage to the hall and surrounding properties.
5. Improve and increase the functionality of the open space in front of the community hall by providing a larger useable outdoor space including a level paved or decked area, new turf and planting, and new seating.
6. Removal of 13 trees, 12 of which have been identified for removal in the VMP, to provide better solar access to the central turf areas, and allowing the historic fig to achieve its full potential.

The work noted above is proposed to be completed in the 2018-19 financial year, with construction works programmed to start in Autumn 2018.

VEGETATION MANAGEMENT PLAN (VMP)

The VMP is related to numerous adopted Waverley Council policies and strategies, and is the direct response of multiple actions identified in the adopted Thomas Hogan Plan of Management 2011-2021.

- E2 - Identify trees that are in decline or damaged, assess for safety and plan for replacement
- E3 - Develop a planting plan to increase the feeding habitat of birds
- E5 - Develop a vision for a Bird Sanctuary
- E6 - Develop a long term rainforest planting plan
- E7 - Investigate developing a long term weed management programme
- E8 - Investigate slope stabilisation through weed removal and replanting
- E9 - Maintain tree canopy to allow solar access to grass clearing and new plantings
- E12 - Investigate the establishment of a Biodiversity Corridor

The VMP has been prepared for Waverley Council

- To assist in Council's long-term management in providing public recreational spaces to meet the expectation of the community;
- Conserve, enhance and re-establish a diverse native vegetation structure in the park;
- Conserve and enhance the plantings of likely heritage significance; and
- Establish a long-term, ecologically diverse native viable which:
 - Contains and continually reduces weeds in the park.

Consultation Summary – Thomas Hogan Reserve Stage 2 Works

- Maintains and enhances slope stability.
- Creates high quality habitat for a wide range of avian species.

The VMP's ultimate vision is to create a diverse flora and fauna habitat, and establish a reserve on the biodiversity corridor connected to the eastern suburbs network.

Relation to current works:

The current works propose the removal of 13 trees from the reserve based on the recommendations provided by the VMP and the arborist's assessment. The VMP is a technical supporting document which will inform the ongoing maintenance of the reserve over the next couple decades.

Discussion:

The VMP is a long and detailed technical document written by specialists in ecological restoration. Interpretation of the information contained within the VMP requires experience in the field. Technical documents are rarely released to the community due to their complex nature and potential for misinterpretation. A summary of the VMP and its relationship to the proposed works was published as an information sheet for interested parties, however a GIPA request, followed by a Council motion made the VMP a public document.

The current works proposes to remove 13 trees, the community misinterpreted information in the VMP and assumed 150 trees were being removed, leading to a strong objection to the works from some members of the community.

The VMP also does not provide a clear timeline in the restoration works, leading to another misinterpretation of the trees being removed immediately.

Recommendations:

Council officers recommend the VMP:

- Be peer reviewed, with consideration of letters of objection commissioned by community members (prepared by an independent arborist and an environmental planner).
- Be used as a basis for the development of a staged Ecological Restoration Action Plan (ERAP), to be presented to Council for adoption and implementation.

CONSULTATION PROCESS AND METHODOLOGY

The community were engaged through Council's consultation and engagement website, *Have Your Say Waverley*, on-site *Have Your Say* days, and via direct communication methods (email and phone).

The consultation period was from the 21 September until 20 November, a duration of 60 days. This far exceeds the consultation period for a similar scale park upgrade. Within this period, council officers hosted two onsite HYS days, and a design walkthrough with Ward Councillors and Residents.

The proposed concept plans and supporting information were available for download on Council's webpage. Council officers also organised for posters of the design and Camphor Laurel information sheets to be placed in the Community Hall and within the park.

The table below gives a timeline of the consultation process:

Page 3 of 14

Consultation Summary – Thomas Hogan Reserve Stage 2 Works

Date	Description
April 2017 – September 2017	Thomas Hogan Reserve Stage 2 Concept was developed for community consultation. Works are around the community hall and central lawn area, works identified the removal of trees based on recommendations of the VMP.
21 Sept 2017	Have Your Say survey opened and commencement of social media ads. Concept design available online.
28 Sept 2017	Onsite floor decals installed advertising Have Your Say.
28 Sept 2017	Email to Ward Councillors informing of concept design and consultation activity.
29 Sept 2017	Pamphlet distribution to local community (3000 households) advertising Have Your Say Day
6 Oct 2017	Email to Mayor and Dep. Mayor regarding trees, VMP, and community consultation.
6 Oct 2017	Additional onsite signs installed at entries to park.
8 Oct 2017	Have Your Say Day onsite. Just under 20 people were spoken to, and 12 paper surveys were completed.
8 Oct 2017	Camphor Laurel information sheets up on Community Hall noticeboard.
12 Oct 2017	GIPA request for VMP.
12 Oct 2017	VMP to go to Nov Operation Committee.
17 Oct 2017	VMP released via GIPA.
18 Oct 2017	Community Consultation extended until 20 November 2017.
22 Oct 2017	Interim survey summary shows 42 responses, with marginal majority supporting removal and management of trees (13 trees removed in proposed stage).
28 Oct 2017	Onsite signage updated at entries to park informing of extension to consultation period.
29 Oct 2017	Onsite floor decals updated to reflect new date.
31 Oct 2017	Email circulated to all respondents informing of extended dates.
2 Nov 2017	Poster for Have Your Say day put up in the Community Hall noticeboard.
7 Nov 2017	Pamphlet distribution to local community (3000 households) advertising Have Your Say Day.
7 Nov 2017	Operations Committee agenda item for VMP.
10 Nov 2017	Additional signage with proposed design placed at every public entrance to the reserve, at the community hall, and at the termination of the concrete maintenance driveway.
12 Nov 2017	Second Have Your Say day onsite. Around 30 people were presented with the concept and the issues, and 10 paper surveys were completed.
16 Nov 2017	Additional onsite meeting as decided by Council at Operations and Community Services Committee.
20 Nov 2017	Conclusion of Have Your Say Survey.

CONSULTATION EXTENSION PERIOD

The consultation period described above is an extended version of a typical consultation period for the same scale of upgrade works. The original planned close of consultation was the 22 October, the extended consultation was closed on the 20 November.

Reasons for extension of consultation period include:

Consultation Summary – Thomas Hogan Reserve Stage 2 Works

- Interest shown by members of the community on trees to be removed, in particular the rational.
- Inaccurate information being spread in the community regarding the current stage of works.
- Residents alleging they had not received flyers informing them of Have Your Say.

PROMOTION AND ADVERTISMENT

Council officers used multiple methods of promotion to ensure a large sample size of the community were informed of the proposed upgrades.

Digital promotion of the proposed works and online survey were through Social Media accounts (Facebook and Instagram). With Facebook posts 'boosted' to actively target social media users who had 'liked' Waverley Council, or had friends that had 'liked' Waverley Council.

On-site advertising consisted of corflute posters and floor decals advertising Have Your Say, and corflute signs of the proposed design with additional information. Signs and decals were placed at every entry to the reserve, at the community hall, and in the central lawn area.



Figure 2 - Signage at Entry, left to right, Concept Plan, HYS Advertisement, Vinyl Floor Decal



Figure 1 - Signage at Central Lawn (Community Hall behind)



Figure 3 - Vinyl Floor Decal

A traditional flyer letterbox distribution to local residents within a 500m radius of the reserve (refer appendix D) was commissioned twice. A total of 3000 households would have received the flyers on 29 September and 7 November. It was noted that one property (8-10 Ocean Street) was inaccessible during the distribution.

Consultation Summary – Thomas Hogan Reserve Stage 2 Works

Additionally, the community consultation HYS day had a mention in the Mayoral Column in the Wentworth Courier in the 4 October edition, a follow up thank you on the 11 October, and an update informing of extended consultation in 8 November edition.

HAVE YOUR SAY DAYS

Have Your Say days took place onsite on 8 October, 12 November, and a walk through and information session on 16 November. Panels of the proposed concept plans and supporting information (refer appendices A, B and D) were on display for community members to peruse. Council officers were on site to discuss the proposal, answer questions and to record feedback. Hard copies of the online survey were available for community members to complete and return.



Consultation Summary – Thomas Hogan Reserve Stage 2 Works

CONSULTATION FEEDBACK SUMMARY

Responses Overview

Council's *Have Your Say* webpage received 648 total visits, 144 of those visitors had downloaded documents containing information in relation to the Thomas Hogan Reserve Upgrade, and only 96 of the total visitors had decided to provide an online survey response. In addition to the online survey, Council officers accepted 12 paper surveys on the first HYS day on 8 October 2017, 10 at the subsequent HYS day conducted on 12 November 2017, and 6 emails with commentary on the proposed works. A total of 118 survey responses were received. (Refer Appendix E).

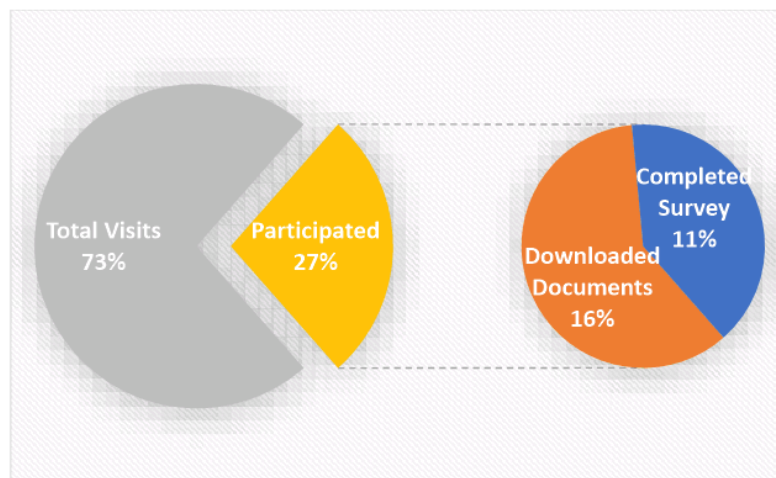


Figure 4 - Participation level of the community

The number of visitors that had downloaded the documents but chose not to respond shows there is a majority of community members that either do not have an opinion on the proposed upgrade works, or accept the proposed works as shown in the documents. The method of engagement employed by Council officers is flawed in obtaining the opinion of those in the community that are accepting of proposed works, but are less engaged.

The misinterpretation of the VMP and the spreading of misinformation amongst the community regarding tree removal drew attention away from the stage 2 works being consulted upon.

This resulted in 26 respondents saying no to all upgrades without providing any rationale for their comments or their contact details, to enable council officers to provide the correct info.



Figure 5 - HYS webpage visit analytics

Consultation Summary – Thomas Hogan Reserve Stage 2 Works

All responses received prior provided clear rationale (via comments) on decisions of support or objection to proposed elements in the plans. It should be noted that these 'disengaged' surveys will be included in the analysis of the results.

Council Officers should explore ways to encourage more engaged responses and seek methods in obtaining the opinion of the entire community, especially the silent informed majority (those that had downloading information, but did not participate).

Demographics and Users

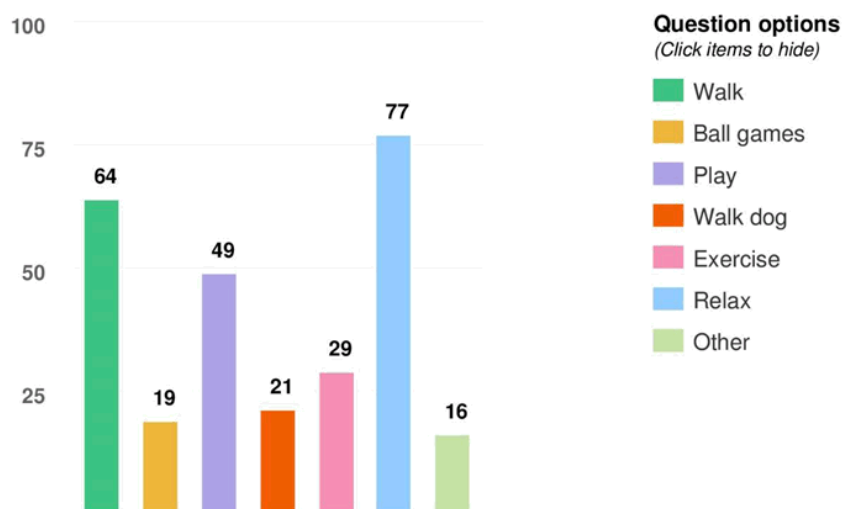
The consultation survey results show respondents mostly walk to the reserve, 84.6% walking compared to 9.4% driving or 5.2% using other modes of transport.

The survey also reveals the reserve is used quite frequently, with 76.7% of respondents visiting the reserve either weekly or daily. Respondents tended to stay for longer periods, with 56.6% of respondents staying longer than an hour, and 32.2% staying longer than 30 minutes.

The age of respondents can be used to assist in the design of the park for current and future needs.

67% of respondents visited with children with most (41 users) having kids in the age group 2-5 years of age.

Low intensity or passive activities were the most common at the reserve. These are, in order of popularity, relaxing (77 users), walking (64 users) and playing (49 users). Other popular activities are exercise, dog walking, and ball games.



Consultation Summary – Thomas Hogan Reserve Stage 2 Works

Overall Design

There was majority opposition to the overall design proposed, as shown in *Figure 5*, 26% respondents did not support the proposed work. A breakdown of each proposed element reveals the extent to which the design is supported. The council officers will amend the design to address the issues raised by the respondents.

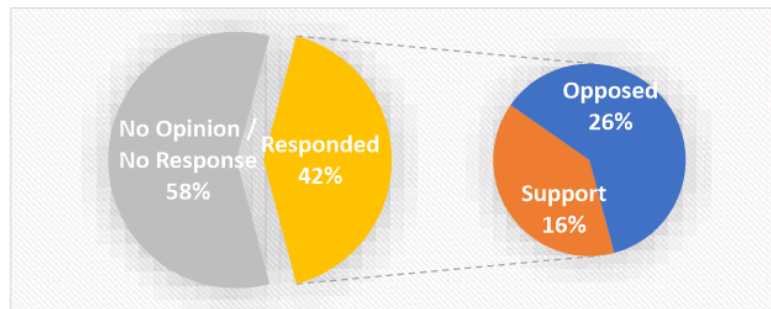


Figure 6 - Response to overall design

Generally, comments relating to the overall design from respondents discussed the merits of the upgrade due to the removal of trees, and the inclusion of hard paved surfaces. The general opposition of the upgrade stemmed from a fear the space will become either denuded of trees or a concrete hard paved surface. Comments from respondents include:

- “leave it as natural as possible”
- “I feel this beautiful sanctuary is in danger of being too sanitised, it's a fabulous wild space.”
- “Nature is far more beautiful when left to thrive without excessive human imposition.”
- “Nature....not more concrete & paving.”

Those that supported the upgrade believed work was needed in the reserve, understood the need to manage the trees, and would like the improvements for better universal access. Comments from respondents include:

- “It is wonderful to see the improvements[sic] generally”
- “While generally the upgrades identified are clearly required, it would be good to see Council integrate much needed attention to the ecological needs of the park into the upgrades also.”
- “Better sun access, new turf, and new seating would make it a better place to relax on a sunday afternoon or have a picnic with friends”

Central Lawn Path

The proposed design has a new access path connecting the access from the playground and Francis St to the base of the stairs at Martins Avenue. A key concern raised by the respondents was the extent of concrete works proposed and the consequent loss of green space. Respondents cited the universal access path into the central lawn area as unnecessary hard paving that would not address the worn turf or desire-lines created by users.

Consultation Summary – Thomas Hogan Reserve Stage 2 Works

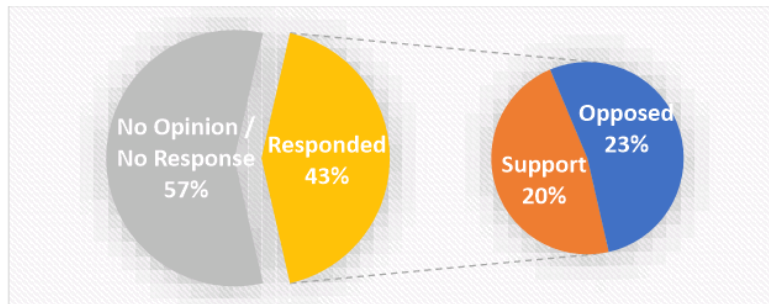


Figure 7 - Response to Central Lawn Path

There is marginal opposition to the proposed design of the path providing universal access to the central lawn area and connecting the Francis St paved paths to the Martins Ave stair.

Rationale for the opposition of the pathway can be ascertained in the comments provided in the survey. These include:

- "The footpath plan going from martin's Ave stairs to the stage 1 stairs will spoil the open space. Could it be wound around the sides?"
- "I feel the path bisecting the park is at odds with keeping this a unique, green space in Bondi."
- "The path needs to go directly across the central space"
- "I think the creation of this paved pathway is unnecessary and reduces the rustic nature of the park."

To address the community concerns in relation to the path, Council Officers will:

- Amend the design in consideration of alternative materials (currently shown as concrete).
- Amend the alignment of the path to the Martin's avenue stairs.
- Consider removal of the provision of a specific Council maintenance parking bay, and incorporating an on-street DDA parking bay in lieu (action A5 as identified in PoM).

Community Hall Path and Access

The proposed design delivers on Council's obligation to provide universal access into the Community Hall. The existing path is proposed to be upgraded to meet Australian Standards, and to allow users to navigate the level changes into the Community Hall (currently non-compliant stairs, based on the National Construction Code).

Consultation Summary – Thomas Hogan Reserve Stage 2 Works

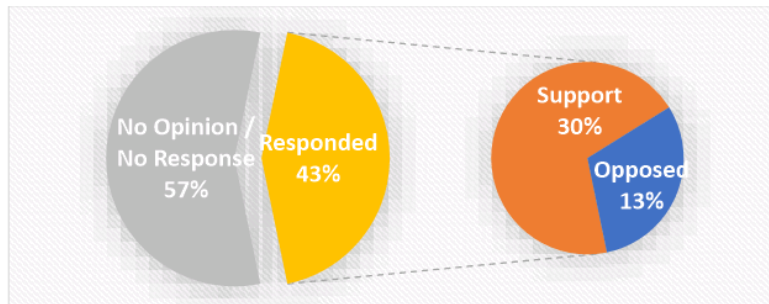


Figure 8 - Response to Community Hall path and access upgrade

There is a strong majority support for the proposed improvements for universal access to the Community Hall.

Comments in opposition to the path and access upgrade to the community hall provide little reasoning for their opposition or made all design encompassing comments. Some of the comments received include:

- "The path to the hall shouldn't be removed and a new one built it is perfectly fine. Just put in a ramp at the end if necessary."
- "Don't fix whats[sic] not broken....Absolutely No, no to the new design"
- "Because your[sic] bored after you didn't get amalgamated"

To address the community concerns in relation to the community hall path and access, Council Officers will:

- Investigate alternative materials for the proposed universal access path and access ramp to the Community Hall.

Community Hall Landscape Upgrade & Flood Mitigation

The reserve is subject to localised inundation after storm events, this flooding occurs mostly around the access path to the Community Hall. The proposed design introduces 'wet' garden beds to retain and help with ground infiltration.

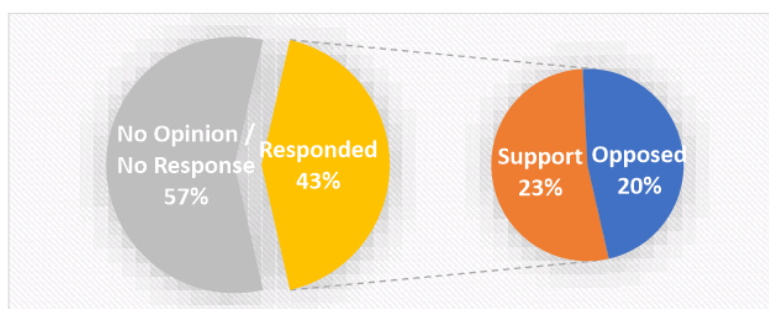


Figure 9 - Response to Community Hall landscape upgrade

Consultation Summary – Thomas Hogan Reserve Stage 2 Works

There is marginal support from those that had responded.

Of those that had opposed, the general concerns were:

- Excess lawn in a 'nature' reserve.
- Hard paved area to the front of the hall.
- Non-native planting.

Additional comments provided by residents in relation to general upgrades were:

- Request for additional public toilets / access to toilets in the community hall, more seating than has been proposed, and barbeques.
- Dogs on leash signage in the lower part of the reserve and dog litter bins.
- Water bubbler in the central area.

To address the community concerns, Council Officers will:

- Provide a planting list in accordance with the VMP, consisting of all natives endemic to the ecological class.
- Amend the design to reconsider the extent of lawn and garden bed.

Tree management

The proposed design includes the removal of 13 trees on the periphery of the central lawn area. These trees are predominantly Camphor laurels, a species recognised as an environmental weed.

As discussed in relation to the VMP, Council officers had commissioned a report to ascertain professional assessment of the health of the trees. The report identified the trees had varying health issues and recommended removal of the trees.

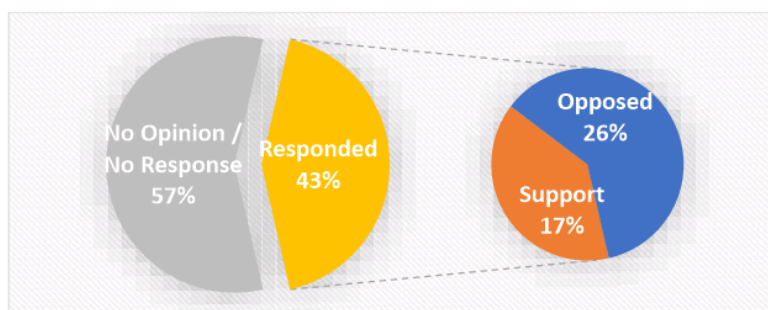


Figure 10 - Response to tree management

The respondents are strongly opposed to the management of the trees, in particularly the removal of trees. However, Council is required to address the safety issue these trees pose, as identified in the expert certified arborist report.

Of the trees proposed for removal, only one is deemed an imminent safety risk, with a potential failure within five years. Ten of the other trees have varying symptoms showing stress or ill-health, and have been recommended for removal as they are likely to fail within five to ten years.

Consultation Summary – Thomas Hogan Reserve Stage 2 Works

Respondents provided additional insight in their opposition in their comments:

- “No cutting down any trees as they are as indigenous as most of us.”
- “Tree change should happen over time so as not to spoil ecosystem.”
- “Leave all of the trees alone and stop the destruction of over 150 trees!”
- “It is a nature reserve, please retain the trees and leave it as natural as possible.”
- “Please do not cut down our healthy mature camphor laurels or other healthy trees.”
- “Interfering with it will disturb the ecosystem, and destroy the wild beauty and unique quality of the reserve.”

The respondents who supported the tree management and removal mentioned the improved solar access for turf, understood the aims of Council, and requested more natives to replace the trees being removed. Comments include:

- “I support removing the trees, as the grass doesn't grow very well, probably because there isn't enough sunlight.”
- “It would be good to be able to see the historic fig grow to its full potential”
- “I support the tree removal but plant more natives”
- “Please replace removed trees with natives.”

These concerns generally revolve around the perception that the design proposed is removing all the trees in the reserve in one stage. These concerns are unfounded, as the current works only propose the removal of 13 trees, 11 of which have been identified as a safety risk.

Additionally, Camphor laurels if left unmanaged would create a mono-species ecology removing the diversity currently witnessed in the reserve. The planned future ecological restoration of the reserve would increase diversity for flora and fauna, addressing the concerns of the respondents.

To address the community concerns, Council Officers will:

- Consider commissioning another certified arborist to provide advice based on the review of the existing assessment, and community provided arborist letter of objection.
- Proceed with the removal of trees deemed hazardous and a risk to public safety.
- Amend concept to include locations of replacement trees and specify native species.
- Minimise tree removal in this stage of works.
- Commission an Ecological Restoration Action Plan by specialist ecologist to guide the ecological restoration works.

NEXT STEPS

- This Community Consultation Summary will be presented to Council.
- Upon noting this report and agreeing to recommendations, Council officers will proceed to amend the design plans and commence documentation of the works.
- An amended design, based on the Council motion, will be circulated to all Councillors and all respondents that had provided contact details.
- If required, a Development Application will be lodged to gain approval for the removal of trees in accordance with the Waverley Council Local Environmental Plan 2012.

Consultation Summary – Thomas Hogan Reserve Stage 2 Works

- Engage specialist ecologist consultant to prepare a staged Ecological Restoration Action Plan based on reviews of the VMP, and Community provided Letters of Objection from Environmental Planner and Arborist.

APPENDICES

- Appendix A – Concept sheets, Project Timeline & community comments up to 9.11.2017
- Appendix B – Information sheet on Camphor Laurels from NSW Weedwise
- Appendix C – Information sheet for Vegetation Management
- Appendix D – Letterbox drop area – 500m radius
- Appendix E – Community Consultation Survey summary 21 September 2017-20 November 2017

APPENDICES

APPENDIX A

CONCEPT SHEETS, PROJECT TIMELINE &
COMMUNITY COMMENTS UP TO 9.11.2017

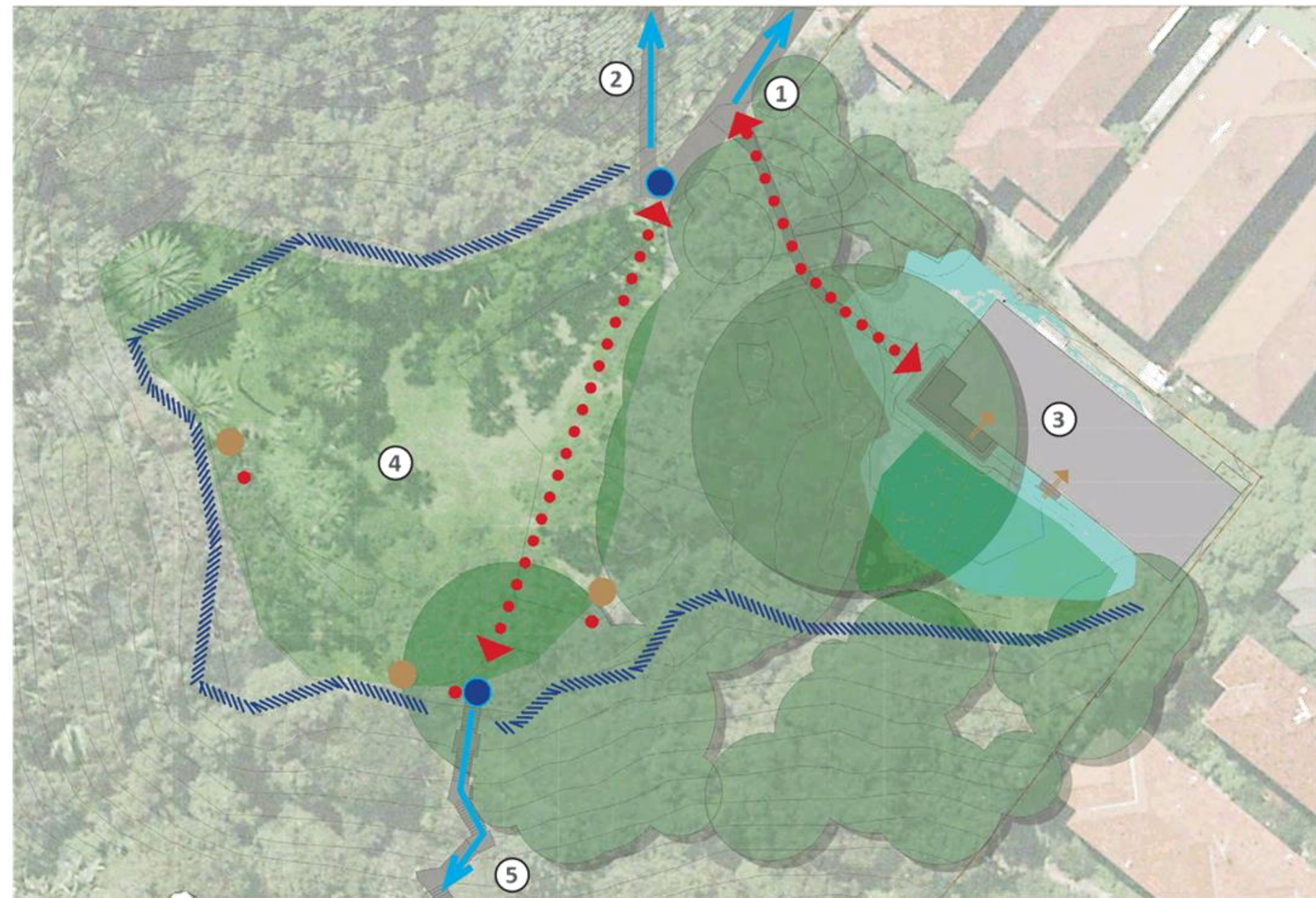
Existing Conditions Analysis Diagrams



Plan showing the two Stages :

Stage 1- Completed 2016

Stage 2- Proposed Works



Legend :

Existing Primary Pedestrian Movement

Access points

Steep Slopes up

Door Entries

Main Entry Points

Existing Seating

Existing Bins

Existing Open Area

Area subject to flooding

① Maintenance Access from Francis Street

② To Playground

③ Community Hall

④ Central Lawn

⑤ Steps down from Martin's Avenue

Project Title: **Thomas Hogan Reserve Stage 2**

Drawing Name: **Existing Conditions Analysis Diagrams**

Drawing No: **SK.01**

Revision: **E**

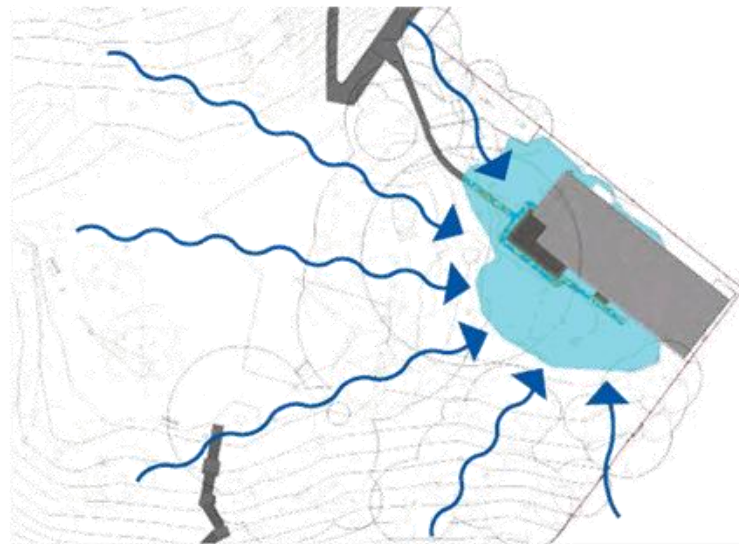
Date: 08.10.2017

Drawn by: VH

Scale: NTS

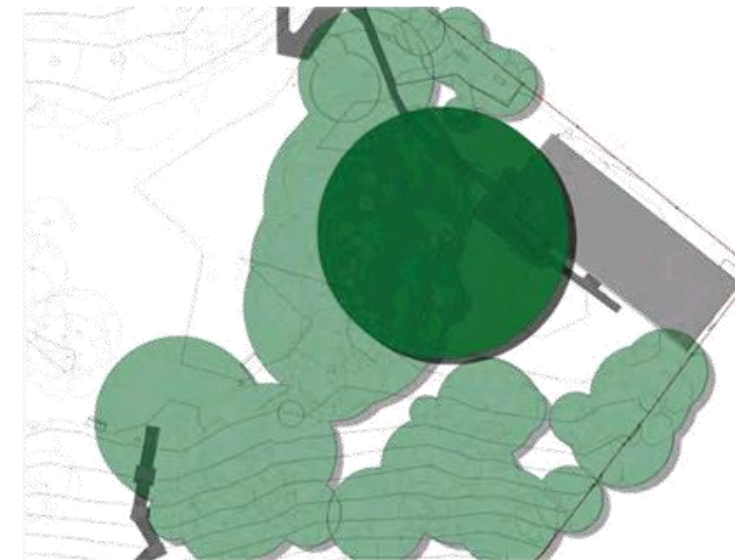
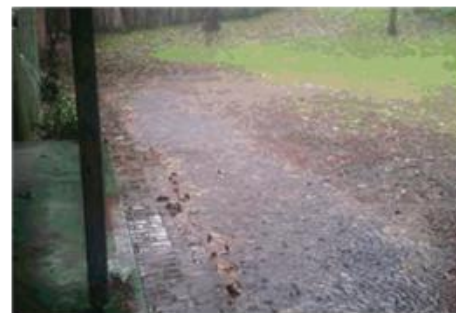


Existing Conditions Analysis Diagrams



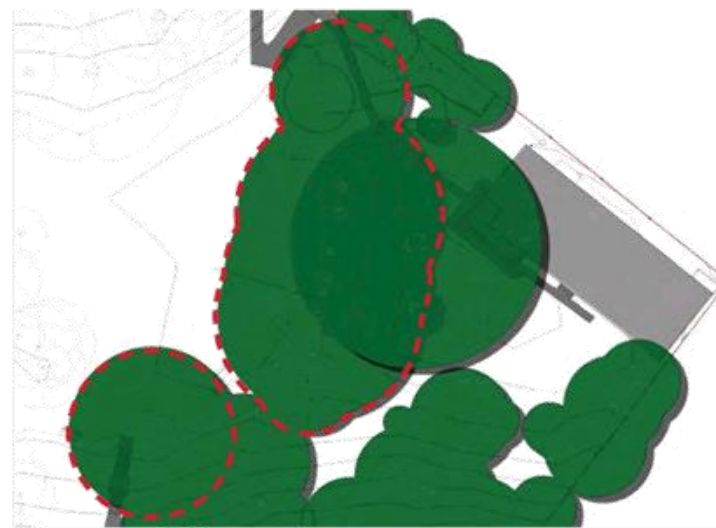
Flooding :

The park is the lowest point in the area and is subjected to the stormwater within this property as well as the surrounding properties, thus causing flooding in some parts of the reserve. This occasional flooding limits access to the Community Hall.



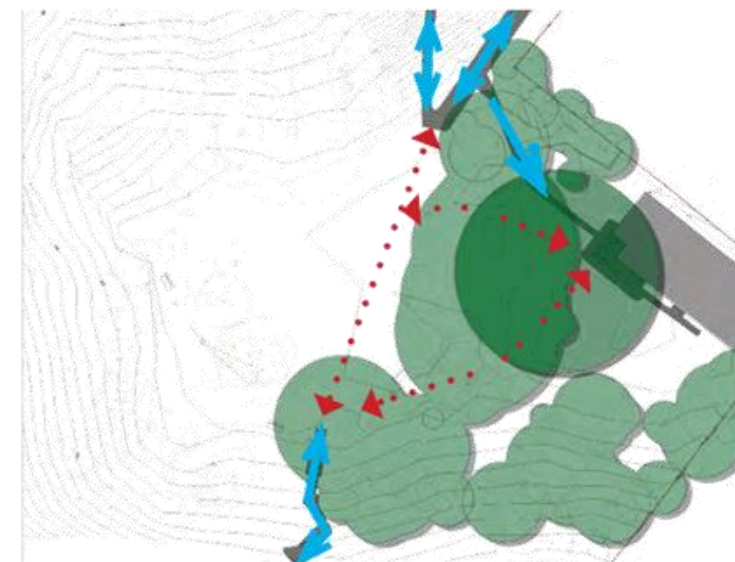
Historic Fig :

The Vegetation Management Plan identifies a large Moreton Bay Fig with historic significance, most likely from original 19th Century Schneider Landscaping.



Trees recommended for removal :

12 of these are Camphor Laurels, 7 of which have been identified as a safety risk due to their trunk decay, evidence of poor health and likelihood to fail, in the Vegetation Management Plan. The rest are noted for future removal since these are environmental weeds. All trees are in a copse with inter-twined roots. Thus it is advisable to remove the whole tree line at one go for safety reasons. The removal in turn will help provide space for the Historic Fig to flourish as well as provide much needed sunlight for the proposed lawn areas.



Path Connections :

Worn lawn desire lines show the popular connection between the path from Francis Street to Martin's Avenue Stairs.



Project Title: **Thomas Hogan Reserve Stage 2**

Drawing Name: **Existing Conditions Analysis Diagrams**

Drawing No: **SK.02**

Revision: **F**

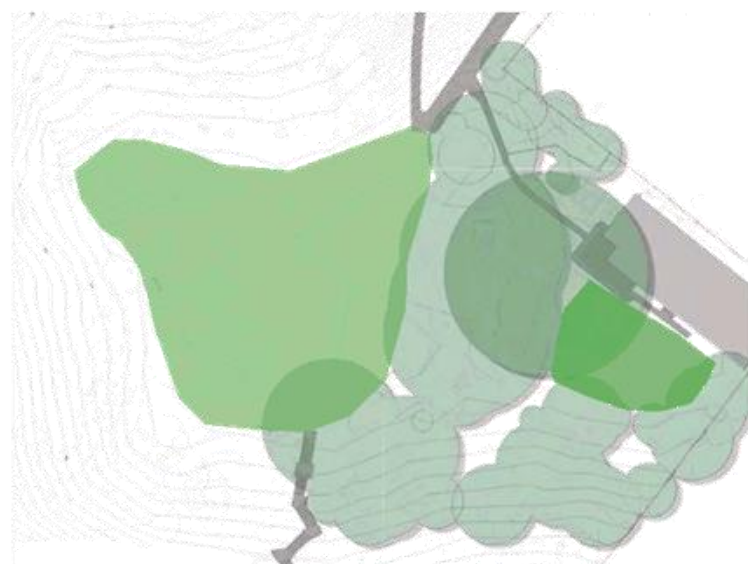
Date: 10.11.2017

Drawn by: VH

Scale: NTS



Existing Conditions Analysis Diagrams



Existing Open Areas :

Partial damaged Turf exists in both the areas due to lack of sunlight for growth, water stagnation and lack of proper maintenance



Important Views :

Important views of the Central Lawn Area and the Open space in front of the Hall will be maintained and enhanced with seats placement for maximum enjoyment



Usage of space around Community Hall :

The new works propose to enhance the current experience of space around the Community hall by demolishing the unused sandpit and introducing garden beds with sensory plants and a lawn area. A paved area in front of the hall allows for a larger space for groups to utilise.



Wheelchair / Pram access Requirements :

Existing access into the hall is through steps or a steep ramp at the back. No wheelchair or pram can easily access the hall through the main entry.



Project Title: **Thomas Hogan Reserve
Stage 2**

Drawing Name: **Existing Conditions Analysis Diagrams**

Drawing No: **SK.03**

Revision: **E**

Date: 08.10.2017

Drawn by: VH

Scale: NTS



Summary of Works

The Concept Sketch for Stage 2 of Thomas Hogan Reserve is based on the Plan of Management 2011-2021 and community feedback.

The Stage 2 works continue from the Stage 1 works completed in 2016. These include :

- New pathway connection between Stage 1 works and stairs coming down from Martin's Avenue
- New accessible path to the community hall
- Upgrade and wheelchair access establishment to main entrance of Community Hall
- Addressing flooding issue around the Community Hall
- Creation of new Lawn in front of Community Hall
- Improve light and growth conditions for the historic fig and new lawn in front of hall by removing noted camphor laurels

The central lawn upgrade will be carried out as part of next stage of works which will include the Martin's Avenue Stair upgrade.



Seat to be reused



























Row of Camphor Laurels to be removed



Existing main entrance to hall - to be upgraded

Legend :

-  New lawn
-  New Gardenbeds
-  New Wet Gardens
-  New paths
-  New Mulch
-  Area under Revegetation & Weed Removal
-  Trees proposed to be removed - 13 Total
-  Existing Trees to be retained
-  Existing Light Points
-  Existing Water Connections/ Taps
-  Existing connecting paths from Stage 1
-  New accessible pathway to Community Hall
-  New Concrete Path connection to Martin's Avenue Stairs
-  New Wet Gardens
-  Existing Historic Fig
-  New Concrete Paving to front of Hall
-  New wheelchair and pram accessible Ramp, Decking with steps and handrails to hall entrance
-  New Lawn in front of Hall
-  New Seat locations. One seat is salvaged from existing
-  Revegetation Works
-  Existing steps down from Martin's Avenue
-  Old Planting to be retained
-  New Gardenbeds
-  New Parking Slot for maintenance Vehicles



Project timeline

- 2011 Plan of Management Adopted.
- NOW Preliminary Concept Design for Community Consultation.
- DEC 2017 Concept updated based on feedback and report to Council and Community.
- EARLY 2018 Development Application lodgement and comment period.
- EARLY 2018 Detailed design and Documentation.
- MID 2018 Procurement and Construction

HAVE YOUR SAY AT haveyoursaywaverley.com.au UNTIL 20 NOVEMBER

Project Title: **Thomas Hogan Reserve Stage 2**

Drawing Name: **Sketch Concept Plan**

Drawing No: **SK.04**

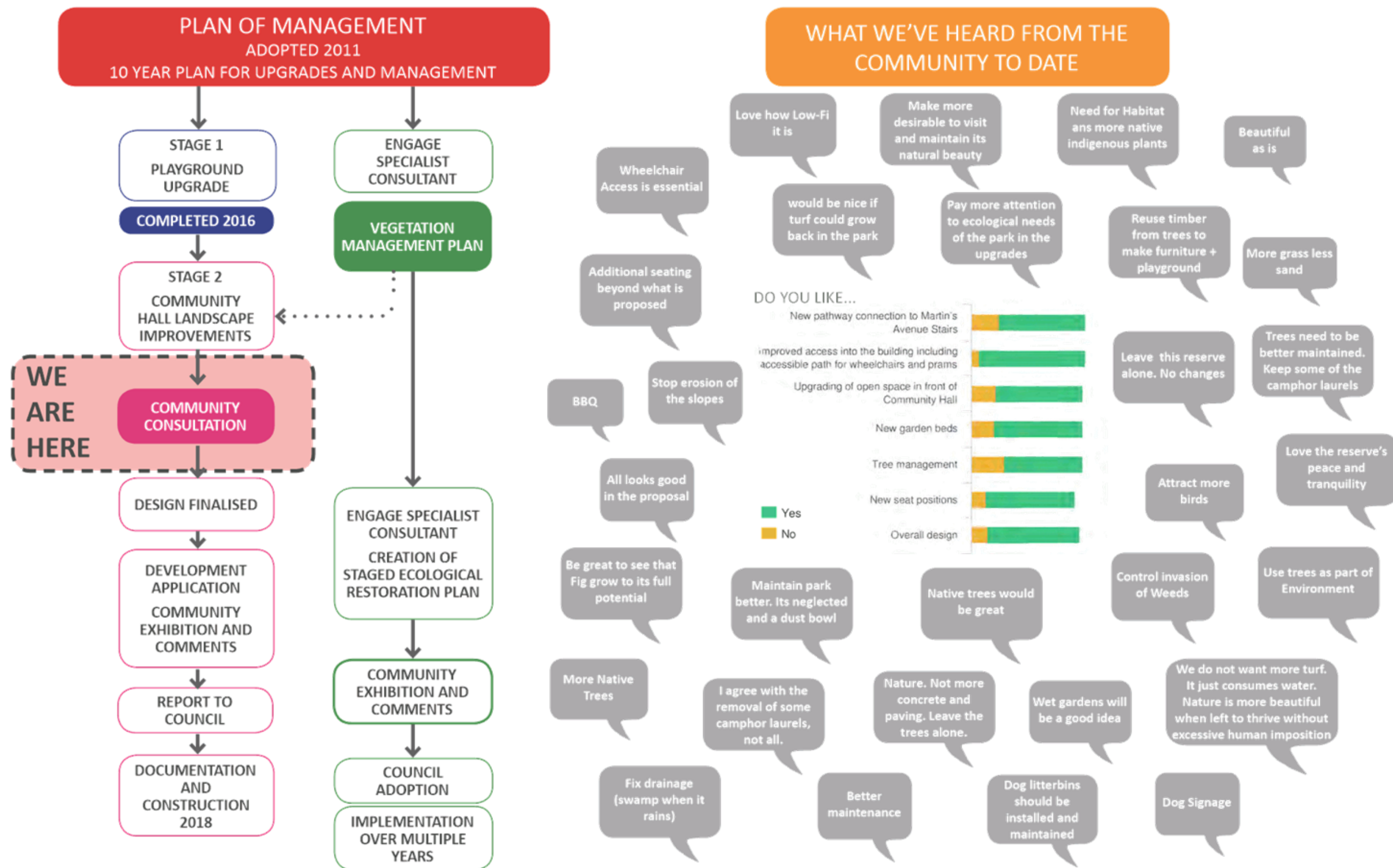
Revision: **F**

Date: 08.11.2017

Drawn by: VH

Scale: NTS





Project Title: **Thomas Hogan Reserve Upgrade Works**

Drawing Name: **Timeline & Community Comments**

Drawing No: **SK.07**

Revision: **A**

Date: 10.11.2017

Drawn by: VH

Scale: NTS



APPENDIX B
INFORMATION PANELS ON
CAMPHOR LAURELS FROM NSW WEEDWISE

NSW WeedWise

Camphor laurel (*Cinnamomum camphora*)

Camphor laurel is a highly invasive evergreen tree that has a tendency to form single species communities and exclude most other desirable native vegetation

Profile

Impact

Camphor laurel has the ability to adapt to the disturbed environment, it has prolific seed production and rapid growth rate as well as a lack of serious predators or diseases, it also has many specific attributes which enhance its weed status.

- It has a tendency to form single species communities and exclude most other tree species, including desirable native vegetation.
- It has a competitive advantage over native vegetation because it establishes easily.
- Birds and other fauna readily eat the fruit and disperse the seeds.
- It has a very dense, shallow root system which, when accompanied by the shading provided by the canopy, suppresses the regeneration of native seedlings.
- It can destabilise stream banks due to undercutting by the shallow root system and the general lack of ground cover species around the trees to hold the soil in place.
- Mature camphor laurel trees are large and therefore difficult and expensive to remove.
- Camphor laurel trees are long-lived with some trees being over 100 years old and reports of some up to 500 years old in their native habitat.
- Camphor laurel trees regenerate easily after lopping.
- Invasion of agricultural lands by camphor laurel can cause significant impacts on productivity and the costs of control can reduce the viability of some agricultural pursuits.

On the north and mid north coast, camphor laurel invades large areas of land and inhibits potential land use in the same way as lantana, groundsel bush, crofton weed and privet. It is especially troublesome on sloping, rocky land not readily accessible to machinery or grazing animals, and on better land not intensively utilised. The contraction of dairying and banana farming since the 1960s has resulted in large areas becoming infested with camphor laurel.

Toxicity

Camphor laurel is mildly toxic to humans, and mild symptoms may occur if large quantities are eaten. All parts of the plant are poisonous and can cause nausea, vomiting and respiratory distress. Allergic skin reactions can also occur.

Spread

Camphor laurel seeds germinate more readily after ingestion by birds. It is thought that the fruit contains a germination inhibitor to delay germination until seeds are separated from the fruit. Viability is usually at least 70 per cent in the first year, decreasing rapidly in the second year. Some seeds remain viable for 3 years. Germination extends over a period of 4 to 20 weeks. This adaptation ensures the spread of viable seeds over time, leading to favourable weather conditions for germination.

Seedlings do not grow quickly until the root system becomes established, after about 1 year. In closed stands of camphor laurel, seedlings grow slowly, along with some native species, until the stand is disturbed, allowing more light to enter and seedlings to grow more rapidly.

Camphor laurel starts flowering after approximately seven years, depending on location. Flowering occurs in spring and fruits mature in autumn.

The ripe fruit is ingested and spread by a number of species of birds, including pied currawongs, flock pigeons, magpies, figbirds, olive-backed orioles, blue-faced honeyeaters and black-faced cuckoo shrikes. As a result trees readily establish along fencelines and under powerlines.

Description

Camphor laurel is an evergreen tree which grows up to 20 m in height. It has a large, spreading canopy and a short, stout bole or trunk up to 1.5 m in diameter.

The bark is greyish brown and has a rough texture. The leaves are alternate, 5–10 cm long and 2.5–5 cm wide and are a glossy green.

Flowers are minute, white and borne on panicles or heads near the ends of branches. They have a distinctive odour and attract large numbers of small flies.

The fruit is a round berry 8 mm in diameter. The berries are green when immature and ripen to black. They contain a single seed about 5 mm in diameter.

In dense stands, second generation trees are more upright with long, slender boles and small canopies. Young trees tend to form multiple stems after fire or other injury.

Camphor laurel is easily identified by the pungent camphor odour arising from crushed leaves or exposed wood. In its native habitat there are three distinct types based on the major oil components of either camphor, cineole or linalool. The camphor form is most common in Australia.

Habitat

Camphor laurel grows in areas of high rainfall, averaging 1000 mm or higher. Camphor laurel can grow on a wide range of soil types but especially prefers fertile flood plains and soils derived from basalt.

Camphor laurel invades habitats where forests have been cleared or disturbed, usually for pasture or cultivation. Areas that remain inhabited by rainforest are not invaded, except along tracks cleared for logging.

Camphor laurels are spreading further up catchments and hillsides, and westward into drier areas with poorer soils.

Acknowledgements

Authors: Darryl Firth and Rod Ensbeay

References

National Herbarium of NSW. PlantNET – FloraOnline. <http://plantnet.rbgsyd.nsw.gov.au>. Accessed 27 March 2008

Control

Landowners are encouraged to control isolated and scattered camphor laurel trees, particularly if they are small, as soon as possible. Local councils have active control programs for roadsides and reserves. These programs focus on working from the cleaner, lightly infested areas to the more heavily infested 'core areas'. In core areas, gradual, long-term management programs are being put in place.

A number of techniques are available to control camphor laurel. The technique used will depend on the situation, landscape, number of trees to control and resources available. It is important to plan your control program and take a long-term approach including follow-up treatments, control of other weed species, and planting of replacement species.

Management should aim to increase competition, which will prevent invasion by camphor laurel.

Pasture management

Good pasture management can prevent camphor laurel invasion. Overstocking and overgrazing will lead to pasture degradation and allow the invasion of weeds.

Forestry and horticulture

Establishing intensive land use such as agroforestry or horticulture can prevent the spread of camphor laurel trees, especially on poorer or steeply sloping land.

Mechanical removal

Smaller trees (up to 10 cm in diameter) can be lopped and the stumps treated with chemical.

Professional tree arborists can cut down bigger mature camphor laurel trees, mulch the timber and grind the stump out of the ground. This is a particularly good technique in urban areas, roadsides and backyards where a tree needs to be totally removed.

Bulldozing can be done without prior chemical treatment. Bulldozing removes the entire tree but is an expensive option and the resulting disturbance of soil can lead to the rapid re-establishment of camphor laurel and other weeds.

Soil erosion can occur on cleared slopes unless a desirable ground cover is established quickly.

Landholders planning to undertake a mechanical control program involving significant soil disturbance should seek advice from the Local Land Services and comply with any relevant environmental guidelines and legislation.

Replacement of removed trees

When planning a good control program, replacement with native species or competitive pastures is vital for long-term weed control. Native rainforest and other species will often germinate underneath camphor laurels but the intense competition by mature camphor laurels dramatically reduces the ability of those seedlings to grow to maturity. When camphor laurels are controlled in stages these native species are able to grow and replace the camphor laurels.

Camphor laurels that form wildlife corridors need to be controlled gradually and replaced with alternative food sources wherever possible.

It is always better to use local natives as replacement trees that will encourage the return of native flora and fauna. The Camphor Laurel Kit produced by the North Coast Weeds Advisory Committee gives a comprehensive list and guide to replacement species. It is available from your local council or www.northcoastweeds.org.au

Value adding

Camphor laurel can be a valuable resource as a commercial timber. Every opportunity should be taken to offset the costs of control by using suitable sized trees which meet specifications for commercial harvest. The harvesting, milling and value adding of camphor laurel in northern NSW is estimated to be worth more than \$1 million in annual turnover. Camphor laurel timber is used for a range of products and furniture including tables, kitchen benches, railings, bookcases, chairs, stairs, carvings, sculptures and various items that can be turned on a lathe.

Camphor laurel is also being trialled as a potential fuel biomass in a north coast cogeneration project to produce electricity. Proposals are advanced to use woodchip for fuel to generate electricity at the Condong and Broadwater Sugar Mill cogeneration plants. This will involve the harvest of camphor laurel on a significant scale to supply this project.

Chemical control

Chemical control is an effective way of controlling existing infestations. Herbicides can control trees without the need to disturb soil or other vegetation.

In areas to be cleared, prior herbicide control allows easy removal of the dead stumps and hastens the revegetation process.

Effective control of camphor laurel can be achieved by using either the cut stump, stem injection, basal bark or foliar spray application techniques. The method used depends on the site situation, tree size, access and personal preferences.

APPENDIX C
INFORMATION PANEL FOR VEGETATION MANAGEMENT



Council's Vegetation Management Plan for Thomas Hogan Reserve aims to:

- Assist in Council's long-term management in providing public recreational spaces to meet the expectation of the community
- Conserve, enhance and re-establish a diverse native vegetation structure in the park
- Conserve and enhance the plantings of likely heritage significance
- Establish a long-term, ecologically diverse native viable ecosystem, especially on the highly-erodible slopes which:
 - Contains and continually reduces weeds in the park
 - Maintains and enhances slope stability
 - Creates high quality habitat for a wide range of avian species

Trees to be removed

The Vegetation Management Plan outlines a process for the revegetation of the reserve, including the recommendation of trees to be removed. Qualified professional arborists have assessed all the trees in the reserve based on a variety of variables, including the 'safe useful life expectancy' (SULE) which calculates the expected life of the tree before becoming a safety issue, for example, safe from limb drop or structural integrity failures.

The Plan provides a priority list for the removal of trees based on whether trees pose a risk. This will be progressively addressed. Weeds may continue to germinate from the soil seed bank and/or from bird seed drop, but are unlikely to thrive once native vegetation is re-established with nutrient cycling factors addressed. Without addressing the adverse factors such as weeds and the weed dominant nutrient cycling, the existing slope instability and weed dominance is expected to continue.

What are Camphor Laurels?

Camphor Laurel is a highly invasive evergreen tree that is considered a weed according to NSW WeedWise.

Why are Camphor Laurels considered a weed?

- They have a tendency to form single species communities and exclude most other tree species, including desirable native vegetation
- They have a competitive advantage over native vegetation because they establish and grow easily
- As they can invade an area, they deprive many birds and animals of their natural food supply
- They have prolific seed production which birds and other fauna feed on, and then germinate readily
- They have a very dense, shallow root system which, when accompanied by the shading provided by the canopy, suppresses the regeneration of native seedlings
- Their root structure can also cause serious damage to concrete structures and block drains
- The costs of controlling, treating and resourcing them in the long term is high
- They are mildly toxic to humans, and mild symptoms may occur if large quantities are eaten
- All parts of the plant are poisonous and can cause nausea, vomiting and respiratory distress

- Allergic skin reactions can also occur

Get involved and help revegetate Waverley

Join the growing number of locals who are improving our beautiful coastal reserves and bushland to encourage local plant and wildlife populations to thrive by joining Waverley's Bushcare group. Sign up today at waverley.nsw.gov.au/community/connected_waverley/volunteering



Find out more at NSW Weedwise

APPENDIX D

LETTERBOX DROP MAP - 500M RADIUS



REPORT
CM/7.4/17.12

Subject: Residential Parking Permit Fees - Proposed Amendments

TRIM No.: SF17/2867

Author: Tanya Potts, Acting Executive Manager, Customer First

Director: Rachel Jenkin, Acting Director, Waverley Life

RECOMMENDATION:

That Council:

1. Receives and notes the community submissions on the proposed amendments to the Residential Parking Permit Fees section of Pricing Policy, Fees and Charges 2017/18.
2. Notes that the feedback provided via community submissions was mixed and that not all residents support the removal of the fee for the first residential parking permit.
3. Conducts further community consultation regarding the removal of the fee for the first residential parking permit as part of the wider parking review.
4. Officers include the removal of the fee for the first residential parking permit in the costs and benefits analysis report requested by Council at its meeting on 21 November 2017.

1. Executive Summary

At the Operations and Community Services Committee on 7 November 2017, Council resolved to place amendments to the Residential Parking Permit Fees section contained on pages 35-36 of the Pricing Policy, Fees and Charges 2017-18 out on public exhibition.

In accordance with section 610F of the *Local Government Act 1993* the proposed changes were placed on public exhibition for a period of 28 days.

Forty three submissions were received from members of the community during the exhibition period. Sixteen submissions supported the proposed amendments. Twenty submissions did not support the proposed amendments. There were seven submissions from the community that provided feedback on broader traffic and parking issues, but did not specify their position on the proposed amendment to the permit fee.

This report further outlines the key benefits and impacts of the removal of the fee for the first residential parking permit and includes the timing of potential changes, including increased inflow and increased movement; resource and financial implications; benefits to residential amenity; and impacts on the future operation of the respective parking systems.

This report recommends that Council Officers conduct further community consultation regarding the removal of the fee for the first residential parking permit and that it be included in the costs and benefits analysis report due back to Council in early 2018.

2. Introduction/Background

Council is required to adopt an Operational Plan on an annual basis which sets out the specific activities it will be undertaking within the financial year. The Operational Plan must include the council's annual budget and the Statement of Council's Revenue Policy which includes the proposed rates, fees and charges. On 20 June 2017, Council adopted the Pricing Policy, Fees and Charges 2017–18.

Waverley residents who reside within a Resident Parking Scheme (RPS) area are entitled to apply for a residential parking permit. The permit allows for unlimited parking in the area designated on the RPS permit within parts of Bondi Junction, Bondi Beach, Bronte, Charing Cross, Queens Park and Tamarama. Residents of eligible properties who do not have off-street parking available are entitled to a maximum of three residential parking permits where they meet the eligibility criteria.

The current fees and charges relating to the first Residential Parking Permits are listed on pages 35-36 of the Pricing Policy, Fees and Charges 2017–18 as per the below table:

Category	Unit	2017/18 Fee or Charge \$	GST	Pricing Policy
Residential Parking Permits				
Registration – Valid for 6 months				
1 st permit (single registration) where there are no off – street spaces*	Per permit	30.00	Exempt	B
1 st permit (single registration) where there are no off – street spaces* Concession (Pensioner, Youth Allowance, Senior & Gold Veterans Card Holders)	Per permit	22.00	Exempt	B
Replacement of Residential Permits (lost, stolen or damaged)	Per permit	20.00	Exempt	D
Registration – valid for 12 months				
1 st permit (single registration) where there are no off – street spaces*	Per permit	45.00	Exempt	B
1 st permit (single registration) where there are no off – street spaces* Concession (Pensioner, Youth Allowance, Senior & Gold Veterans Card Holders)	Per permit	30.00	Exempt	B
1 st permit (single registration) where there are no off – street spaces* (Low emission vehicle)	Per permit	30.00	Exempt	B
Replacement of Residential Permits (lost, stolen or damaged)	Per permit	20.00	Exempt	D
Other Parking Permits				
Motorcycle or Motor Scooter Resident Permit	Per permit	30.00	Exempt	B

Table 1. Current Residential Parking Permit fees category of Pricing Policy, Fees and Charges 2017/18.

On 7 November 2017, a report was presented to the Operations and Community Services Committee which recommended placing on public exhibition proposed amendments to the Residential Parking Permit Fees and Charges which included removing the cost of the first residential parking permit. The proposed amendments are listed below.

Category	Unit	2017/18 Fee or Charge \$	GST	Pricing Policy
Residential Parking Permits				
Registration – Valid for 6 months				
1 st permit (single registration) where there are no off – street spaces*	Per permit	free	Exempt	A
1 st permit (single registration) where there are no off – street spaces* Concession (Pensioner, Youth Allowance, Senior & Gold Veterans Card Holders)	Per permit	free	Exempt	A
Registration – valid for 12 months				
1 st permit (single registration) where there are no off – street spaces*	Per permit	free	Exempt	A
1 st permit (single registration) where there are no off – street spaces* Concession (Pensioner, Youth Allowance, Senior & Gold Veterans Card Holders)	Per permit	free	Exempt	A
1 st permit (single registration) where there are no off – street spaces* (Low emission vehicle)	Per permit	free	Exempt	A
Other Parking Permits				
Motorcycle or Motor Scooter Resident Permit	Per permit	free	Exempt	A
Replacement of 1 st Residential and Motorcycle or Motor Scooter Resident Permit (lost, stolen, damaged or update)	Per permit	free	Exempt	A
Replacement of Parking Permits – excluding 1 st Residential and Motorcycle or Motor Scooter Resident Permit (lost, stolen, damaged or update)	Per permit	20.00	Exempt	D

Table 2. Proposed amendments to Pricing Policy, Fees and Charges 2017/18.

On 7 November 2017, the Operations and Community Services Committee resolved to place the above amendments to the Residential Parking Permit Fees section contained on pages 35-36 of the Pricing Policy, Fees and Charges 2017–18 out on public exhibition.

The Committee further resolved to receive a report at the December 2017 Council meeting outlining the implications of and options for the removal of the fee for the first residential parking permit, and that this report will include feedback from the public exhibition period.

3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Operations and Community Services Committee 7 November 2017	OC/5.2/17.11	That Council: 1. Publicly exhibits the proposed amendments to the Residential Parking Permit Fees section of the Pricing Policy, Fees and Charges 2017–18 as contained in Table B of this report for a period of 28 days, in accordance

Council or Committee Meeting and Date	Minute No.	Decision
		<p>with section 610F of the Local Government Act 1993.</p> <p>2. Notes that a report will be submitted to the December 2017 Council meeting outlining the implications of and options for the removal of the fee for the first residential parking permit, and that this report will include feedback from the public exhibition period.</p>
Council Meeting 10 October 2017	CM/5.2/17.10	<p>That:</p> <p>1. Council reopens negotiations with the adjacent shopping centre owner with a view to remove the first hour fee for parking in Eastgate.</p> <p>2. Council receives a report, by the March 2018 Council meeting at the latest, outlining the implications of and options for:</p> <ul style="list-style-type: none"> (a) Removing the fee for the first parking residential permit. (b) Removing the fee for residents' beach permits. (c) Turning off meters in Bondi Beach at 7 pm and Bondi Junction at 6 pm daily, year-round. <p>3. The report should detail timing of potential changes, including increased inflow and increased movement; resource and financial implications; benefits to residential amenity; and impacts on the future operation of the respective parking systems.</p>
Council Meeting 20 June 2017	CM/7.3/17.06	<p>That Council:</p> <p>1. Receives and notes the submissions and proposed amendments made in relation to the draft Operational Plan 2017–18 and the proposed Pricing Policy, Fees and Charges 2017–18 as in Attachment 1 to this report.</p> <p>2. Adopts the Draft Operational Plan 2017–18 and the proposed Pricing Policy, Fees and Charges 2017–18 with changes marked up in Attachments 2 and 3 in accordance with section 405 of the Local Government Act 1993, subject to the following fees being included at page 27 after the section on building-related certificates on page 26 and 27, which were inadvertently omitted and are fees for standard services provided by Council over many years:</p> <ul style="list-style-type: none"> (a) Building inspection fees (where Council is Principle Certifier and issuer of the Construction Certificate): \$150 per required inspection. (b) Construction Certificate and Complying Development Certificate – Administration fee: \$150 per certificate. (c) Construction Certificate and Complying Development Certificate – Assessment fee up to \$5,000 building cost: 0.6% of cost. (d) Construction Certificate and Complying

Council or Committee Meeting and Date	Minute No.	Decision
		<p>Development Certificate – Assessment fee \$5,001 - \$100,000: (c) + 0.5% for next \$95,000.</p> <p>(e) Construction Certificate and Complying Development Certificate – Assessment fee \$100,001- \$250,000: (c+d) + 0.4% for next \$150,000.</p> <p>(f) Construction Certificate and Complying Development Certificate – Assessment fee \$250,001- \$1 million: (c+d+e) + 0.2% for next \$750,000.</p> <p>(g) Construction Certificate and Complying Development Certificate – Assessment fee \$1 million+: (c+d+e+f) + 0.1% over \$1 million.</p> <p>(h) Notification fee for Complying Development Certificate: \$190 per application.</p> <p>(i) Occupation certificate application fee (interim or final): \$150</p> <p>3. Adopts the Rating Structure for 2017–18 contained on page 59 of the Operational Plan 2017–18 in Attachment 2, together with the proposed Pricing Policy, Fees and Charges 2017–18 as in Attachment 3, in accordance with sections 497, 516, 518, 529(2)(d), 534, 535 and 548(3) of the Local Government Act, making the following rates and charges for every parcel of rateable land within the Waverley Council Local Government Area for the period of 1 July 2017 to 30 June 2018:</p> <p>(a) That an ordinary rate of zero point one one zero five one cents (0.11051) in the dollar subject to a minimum rate of \$614.26 in accordance with section 548(3) of the Act, on all rateable land categorised Residential in accordance with section 516 of the Act be now made for the period 1 July 2017 to 30 June 2018.</p> <p>(b) That an ordinary rate of zero point five one nine nine six cents (0.51996) in the dollar on all rateable land categorised Business in accordance with section 518 of the Act be now made for the period 1 July 2017 to 30 June 2018.</p> <p>(c) That an ordinary rate of zero point eight four six nine three cents (0.84693) in the dollar on all rateable land categorised Business in accordance with section 518 of the Act and subcategorised Bondi Junction in accordance with section 529(2)(d) of the Act be now made for the period 1 July 2017 to 30 June 2018.</p> <p>(d) That in accordance with section 496 of the Local Government Act, the charge for the Domestic Waste Management Service is set at \$515.00 per service per annum for the period 1 July 2017 to 30 June 2018.</p>

4. Discussion

On 7 November 2017, the Operations and Community Services Committee resolved to place amendments to the Residential Parking Permit Fees section contained on pages 35-36 of the Pricing Policy, Fees and Charges 2017–18 out on public exhibition.

In accordance with section 610F of the *Local Government Act 1993* the proposed changes were placed on public exhibition for a period of 28 days from 8 November to 6 December 2017.

Members of the public were invited to provide comment on the proposed amendments to the Residential Parking Permit Fees section of the Pricing Policy, Fees and Charges 2017-18. Advertisement was placed in Wentworth Courier, copies of the proposed amendments to the Residential Parking Permit Fees were available online at haveyoursaywaverley.com.au and hard copies were made available at the Council's Customer Service Centre, 55 Spring St, Bondi Junction.

Submissions could be lodged via the feedback form on Council's website or via email and submissions closed at 5pm on Wednesday 6 December 2017.

Council must consider the submissions received during the exhibition period prior to adopting the proposed amendments to the Pricing Policy, Fees and Charges 2017-18.

Community Submissions and Feedback

During the period of public exhibition, Council received 477 views on the website page and received 43 submissions. There were 16 submissions in support of the change and 20 submissions from residents who did not support the change.

Council also received 7 submissions from residents with general feedback relating to parking and traffic management which has been passed on to the relevant areas of Council for review.

A detailed breakdown of the feedback provided during the public exhibition period is included in Attachment 1.

Key themes outlined in the submissions that support the change include –

- Ratepayers should be able to park without charge in their area
- Residents with no off-street parking should be able to park on the street for free when they have no alternative
- The first Resident permit only should be free

Key themes outlined in the submissions that did not support the change include –

- It is a reasonable source of revenue for council and, once removed, hard to reintroduce
- Single car on-street owners do not contribute towards the cost of parking infrastructure
- Council should encourage environmentally friendly modes of transport
- Council should be discouraging car ownership and better supporting active and shared transport
- Council should outline what services may be defunded as a result of the change

It is evident from the submissions received during the public exhibition period that there is a significant community interest in the proposed changes. It is also clear from the feedback that there is a lack of agreement on this issue and whilst many residents / ratepayers support the idea of a free first permit, there is also concern regarding the loss of revenue and the perception of Council not supporting environmentally friendly modes of transport.

It should also be noted that in 2016-17, over 5,000 residential permits were issued in Waverley and the number of submissions received therefore represents only a small proportion of the residents impacted by this change.

Implications of and options for the removal of the fee for the first residential parking permit

The resolution of Council dated 10 October 2017 states that “*The report should detail timing of potential changes, including increased inflow and increased movement; resource and financial implications; benefits to residential amenity; and impacts on the future operation of the respective parking systems.*”

Information on each of these factors is included below:

Timing of potential changes

In accordance with section 610F of the *Local Government Act 1993* any proposed amendments to the Pricing Policy, Fees and Charges 2017–18 must be placed on public exhibition. The proposed amendment to the first Residential Parking Permit fee was placed on public exhibition from 8 November to 6 December 2017.

Should Council approve the removal of the fee for the first residential parking permit, this change would be effective immediately.

Increased inflow and increased traffic movement

It is unlikely that the removal of the fee for the first residential parking permit will result in an increase to inflow or traffic movement as the number of first residential parking permits currently on issue is believed to represent the current demand. The eligibility criteria for residents is based on the rules of the Roads and Maritime Services (RMS). The application process and the eligibility criteria will not change and, therefore, only residents who are currently eligible for a first residential parking permit will be able to apply for the free parking permit.

The Executive Manager, Creating Waverley asserts that the fee for the first residential parking permit would not influence the residents’ decision to apply for a permit. Residents who need a permit would have already applied because of the need to park their vehicle on the street in an area with high occupancy and time controls. The Executive Manager does not believe that there are residents who have not applied because of the fee and therefore he does not envisage an increase in the number of permits if the fee is removed.

Resource and financial implications

In 2016–17, the total revenue received by Council for Residential Parking Permits was \$438,289, of this \$191,288 related to revenue for the first Residential Parking Permit.

Given the annual increase in fees the revenue impact of removing the fee for the first Residential Parking Permit is approximately \$204,000 in the 2017–18 financial year.

Should this change be approved by Council, the impact on the 2017–18 budget for the last six months of the financial year will be approximately \$100,000 assuming residents who have already purchased a permit do not qualify for a refund.

The impact on the Long Term Financial Plan (11 years) of the removal of the fee for the first residential parking permit would be approximately \$2.2 million (excluding the impact of CPI and the introduction of new RPS Areas).

Should the proposed removal of the fee for the first residential parking permit be approved, an amendment will need to be made to the 2017–18 Budget. It is expected that a smaller amount could be allocated to the Parking Meter Reserve to cover the shortfall in the 2017–18 Budget.

The impact of the proposed changes to fees to the Operational Budget for future years and the Long Term Financial Plan will need to be included as part of the annual budget review process with relevant savings identified.

A replacement fee of \$20 is currently charged where a permit holder requires any changes to their current permit (lost, stolen, damaged or update). This fee has been calculated as the administration and staffing costs associated with issuing a parking permit. In 2016–17, the revenue for the replacement fee for all permit types (including Residential and Beach permits) totalled \$19,000. It is unlikely that this fee would continue to be charged for replacement of the first residential parking fee if the removal of the fee is approved, however the financial impact of this is minimal.

In 2016–17, the staffing cost associated with patrolling RPS areas once a day as per the targets identified in Council's Delivery Program 2013-17 was \$880,048 and there is no change to this figure as a result of the removal of the fee.

For comparison purposes, the below table shows the cost of the Waverley Residential Parking Permit fees compared to the fees charged by other Councils:

2017/18 Fees	1st	2nd	3rd
Waverley	\$45	\$135	\$205
Randwick	\$46	\$118	\$205
Woollahra	\$60	\$127	N/A
Northern Beaches (RPS in Manly only)	Free	\$41	\$108
City of Sydney	\$53	\$106	N/A

Table 3. Comparison of Parking Permit Costs in Local Councils

Benefits to residential amenity

The removal of the fee for the first Residential Parking Permit may be perceived as a mark of goodwill towards the community from Council. This amendment to the fee benefits residents who reside in RPS areas and who require a permit for their primary vehicle.

Feedback from the community during the period of public exhibition was mixed, however, it is clear that many ratepayers and residents feel they should be entitled to a free first permit. Some residents feel that Council should be discouraging private car ownership and promoting active transport options and others are concerned about the potential reduction in funding to other essential services.

As there is no change to the eligibility criteria for applicants it is not expected that there will be a significant increase in the amount of residential permits in issue. Therefore the impact on the availability of resident parking is expected to be minimal.

Impact on the future operation of the parking system

The application process for residential parking permits will not change as the eligibility criteria is based on the rules of the Roads and Maritime Services (RMS) regardless of whether a fee is charged. The administration and processing costs will remain the same.

It is unlikely that community expectations regarding service levels for parking patrol and enforcement of Residential Parking Scheme Areas will change.

Relationship to previous parking pricing reviews

Council has previously conducted a number of Parking Reviews in 2009, 2013 and in 2014/15. In each of these reviews, a list of performance criteria has been used to assess possible outcomes of the review. A set of review principles was also developed to ensure that Council can deliver a range of parking services that suit the needs of the various community stakeholders – residents, visitors, businesses and commercial centre customers.

For consistency, the proposed amendments to the Residential Parking Permit Fees has been assessed against the performance criteria and review principles and is included in Attachment 2.

Next Steps

On 21 November 2017, Council resolved that officers should prepare a costs and benefits analysis report on a number of parking changes including:

- Providing a free Beach Parking permit for residents
- All meters in Bondi Junction turned off after 6pm
- All meters in Bondi Beach turned off after 7pm
- 15 minute free parking in metered zone
- 15 minute free “drop in” zones near/in local shopping strips

The report is due to come back to Council prior to community consultation.

Given the mixed feedback received during the public exhibition period and that the number of submissions received represents only a small proportion of the residents impacted by this change this report recommends that further community consultation is conducted to enable residents to fully understand the suite of parking changes being proposed by Council.

This report further recommends that the removal of the fee for the first Residential Parking Permit be included in the costs and benefits analysis report due back to Council in early 2018.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: L9 Parking, both on-street and off-street, is equitably accessed and effectively managed.
Strategy: L9a Ensure fair access to parking services through regular review of parking demand, fee structures, enforcement and facilities.

6. Financial impact statement/Timeframe/Consultation**Financial impact**

The revenue impact of removing the fee for the first residential parking permit is approximately \$204,000 in the 2017–18 Financial Year.

Should this change be approved by Council, the impact on the 2017–18 budget for the last six months of the financial year will be approximately \$100,000 assuming residents who have already purchased a permit do not qualify for a refund.

Timeframe

The proposed amendment to the first Residential Parking Permit fee was placed on a 28 day public exhibition from 8 November to 6 December 2017. Should Council approve the removal of the fee for the first residential parking permit, this change would be effective immediately.

Consultation

The proposed changes to the Residential Parking Permit Fees section of the Pricing Policy, Fees and Charges 2017-18 as outlined in Table 2 of this report were placed on public exhibition in accordance with section 610F of the *Local Government Act 1993*. Feedback from the community is included in Attachment 1.

7. Conclusion

The proposed changes to the Residential Parking Permit Fees section of the Pricing Policy, Fees and Charges 2017-18 as outlined in Table 2 of this report were placed on public exhibition in accordance with section 610F of the *Local Government Act 1993*. Feedback from the community is included in Attachment 1.

Given the mixed feedback received during the public exhibition period and that the number of submissions received represents only a small proportion of the residents impacted by this change this report recommends that further community consultation is conducted to enable residents to fully understand the suite of parking changes being proposed by Council.

This report further recommends that the removal of the fee for the first Residential Parking Permit be included in the costs and benefits analysis report due back to Council in early 2018.

8. Attachments:

1. Feedback summary on Residential Parking Permit fees from public exhibition
2. Assessment against Parking Review principles and performance criteria

ATTACHMENT 1: COMMUNITY SUBMISSIONS ON THE PROPOSED REVISION TO PRICING POLICY, FEES AND CHARGES 2017/18

Submission	Issues Raised regarding proposed amendments	Other parking issues raised	Staff Response
1/1	There is no direct reference or comment regarding the proposed changes to Fees and Charges 2017/18.	The submission referred to examples from Melbourne related to parking system - designated parking only for residents and spaces for visitors. It is proposed that Francis Street be made one way to address parking challenges and congestion.	Feedback on the difficulties of parking in Francis Street noted. Suggestion to make it one way forwarded to Creating Waverley for consideration. Preparation for the Councillor Workshop included looking at the permits provided by other NSW Councils. Comment does not specify if for or against the change in fees.
2/1	It is raised that residents should have the right to park without a charge in their respective area and challenges in parking in one's own street is mentioned. The comment indicates that there is no argument for charging a fee.		Feedback on the difficulties of parking in one's street noted. Comment lends support to the removal of the fee for the first Residential permit.
3/1	Disagreement with the proposed removal of parking fee for the first permit was expressed. It was recognised that this is a reasonable source of revenue for Council and once removed it is hard to reintroduce. Concerns were raised regarding the number of cars in the LGA and if the fee for the first car is removed, the fees for the second and the third car should be increased. Removing the fee for the Residential Parking at Bondi Beach was not supported.		Suggestion to increase the cost of the second and third parking permit noted. It is not expected that there will be an increase in private car ownership or usage due to this change. Comment is opposed to the removal of the fee for the first Residential permit.
4/1	It was expressed that eligible residents who are rate payers should get free residential parking and beach parking permits.		Comment is supportive of the proposal to remove the fee for the first Residential permit.

Submission	Issues Raised regarding proposed amendments	Other parking issues raised	Staff Response
5/1	There is no direct reference or comment regarding the proposed changes to Fees and Charges.	It is proposed that residents in surrounding streets of the Bondi Junction shopping area should have more access to parking along Ebley Street and the Western side of Oxford Street without having to pay for parking.	Suggestion for Bondi Junction residents to have free parking on Ebley and Oxford Streets noted. Comment does not specify if for or against the removal of the fee for the first Residential permit.
6/1	It is commented that the fee for the first car is cheaper in comparison to the fees for a second car and therefore there is no reason to cancel this fee. Removal of this fee means that single car on-street owners do not contribute towards the cost of parking infrastructure while those with off-street parking have provided their own. It is perceived that the cost is inclined towards those residents with some off-street parking. The example was given that two cars on the street equate to the same cost as one car on the street with one car in off-street parking.		Feedback regarding the contribution to parking infrastructure by residents with off-street parking noted. Comment is opposed to the removal of the fee for the first Residential permit.
7/1	The idea was applauded and the intent of the Council that places residents first and foremost was well acknowledged.	Interest was expressed in reversing the merged parking zones back to how they were originally.	Feedback regarding the combined RPS areas noted. Council has received mostly positive feedback from residents about the rezoning project. Comment is supportive of the proposal to remove the fee for the first Residential permit.
8/1	It is proposed that Council should encourage environmentally friendly modes of transport such as walking, cycling and public transport and that removing the fees for residential and beach parking permits will have the opposite effect. It is mentioned that the impact is marginal and it sends the wrong message. It is suggested that the fee be		Feedback about the environmental impact and messaging noted. Feedback about fiscal responsibility noted. These are both included in the Parking Review Performance Criteria that the proposal has been assessed against. Comment is opposed to the removal of the fee for the first Residential permit.

Submission	Issues Raised regarding proposed amendments	Other parking issues raised	Staff Response
	increased. It is raised that keeping the environmental stance aside, removing this revenue stream given the unmet needs of the local community is inappropriate from a financial perspective.		
9/1	The idea was applauded and it is affirmed that those residents with no off-street parking should be entitled to one free permit.		Comment is supportive of the proposal to remove the fee for the first Residential permit.
10/1	There is no direct reference or comment regarding the proposed changes to Fees and Charges.	It is proposed that adjustments are made to the first and second permit criteria. It is raised that at the moment when a resident owns a garage, one can get only a second permit for a second car. In instances where multiple bicycles take up garage space, it is proposed that Council consider reviewing the criteria for a second permit since bicycles are less polluting and healthier for people and the environment. It is also commented that parking bicycles on the pavement as in the case of share bikes is not advisable.	Feedback regarding the eligibility criteria for parking permits for residents with off-street parking is noted. There is unlikely to be a change to the requirement that permit applicants provide evidence that their off-street parking is used to house a registered vehicle. Comment does not specify if for or against the change in fees.
11/1	Support is expressed for the proposed amendments to the first permit resident parking fee. It is stated that it is appropriate and reasonable that residents don't pay for at least the first parking permit when they have no alternate parking option.		Comment is supportive of the proposal to remove the fee for the first Residential permit.

Submission	Issues Raised regarding proposed amendments	Other parking issues raised	Staff Response
12/1	The proposed change is well supported and the removal of the cost for the first vehicle is applauded.		Comment is supportive of the proposal to remove the fee for the first Residential permit.
13/1	Concerns are raised on the compromise this removal would make in terms of the services offered and Long Term Financial Plan loss of \$2.5 million. Questions are raised on how this will be funded as the parking permit is based on a cost recovery basis and the suggestion is made that the second and third permit fees be increased to make up the revenue. It is commented that increasing second and third permit fees will help to reduce second and third car ownership which in turn may reduce traffic issues in Waverley.		Departments are reviewing their budgets with the aim of having a stable and balanced Long Term Financial Plan. Suggestion that the fee for the second and third permit be increased is noted. Comment is opposed to the removal of the fee for the first Residential permit.
14/1	The proposed change is well supported for resident permits where there is no off-street parking. It is suggested that If there is an off-street parking space the fee should remain the same or be increased. There needs to be an incentive to get residents to use their off-street car space for cars and avoid using it for storage. Concerns are raised about residents who use their driveway as a parking space, blocking the sidewalk, while their car space is used for storage.		There is no plan to remove the fee for the first Residential permit where the applicant has off-street parking. This will still be charged at the second permit price. Residents are only entitled to a parking permit for an additional car where their off-street parking space is used to house a registered vehicle. Residents who park in their driveway and block pedestrian access can be infringed. Comment is supportive of the proposal to remove the fee for the first Residential permit.
15/1	There is no direct reference or comment regarding the proposed changes to Fees and Charges.	Concerns are raised regarding parking difficulties in Bondi Beach with residents and tourists trying to find spots without meters. It is raised that many households have more than one car and those with garages are disallowed permits. Concerns are	Residents with a garage are entitled to a parking permit for an additional vehicle where their off-street parking space is used to house a registered vehicle. Comment does not specify if for or against the change in fees.

Submission	Issues Raised regarding proposed amendments	Other parking issues raised	Staff Response
		raised on receiving fines if a car is parked outside the garage. It is commented that the parking permit proposal won't help when shopping and having to pay for metered parking.	
16/1	It is proposed that no change is made to the Waverley Residents parking fee for residential street parking and beach parking. It is suggested that parking is not made free or only slight changes are made and the revenue is used for community priorities based on community engagement. It is recommended that beach parking is made slightly cheaper for low income parents of young children.		A concession fee for the Resident Beach Parking Permit is already available. Feedback regarding consulting with the community over their priorities is noted. Council is currently embarking on an extensive consultation and engagement program to collect feedback from residents on what they want Council to prioritise as part of the review of the Community Strategic Plan. Comment is opposed to the removal of the fee for the first Residential permit.
17/1	The intent of the proposed amendment was appreciated. However concerns were raised around storing private property on public land. It is proposed that this money is better spent in making streets safer for all road users and in particular encouraging active transport, such as walking and cycling.		Suggestion to prioritise safer streets and to encourage active transport is noted. Comment is opposed to the removal of the fee for the first Residential permit.
18/1	It is proposed that the permit fees is retained to avoid encouraging car use which causes traffic congestion.		Feedback regarding car usage and traffic congestion is noted. Comment is opposed to the removal of the fee for the first Residential permit.
19/1	The submission objected the proposed amendments strongly. It is raised that the fee is already set low and is a fraction of the land value given over as free storage to motor vehicle owners. The negative social and environmental costs linked to private vehicle usage was raised. It	Concerns are raised on issues such as extreme traffic congestion, poor amenity, lack of adequate public transport and safe provision for alternative active transport methods.	Feedback regarding the traffic and environmental impact of private vehicle use and suggestion that fees be increased is noted. Suggestion that Council focus on making public spaces safer for all transport users is noted. Comment is opposed to the removal of the fee for the first Residential permit.

Submission	Issues Raised regarding proposed amendments	Other parking issues raised	Staff Response
	is proposed that the fee is significantly increased to discourage private vehicle ownership.	It is recommended that Council focus on improving public spaces and consider providing safe cycle routes considering that a large proportion of residents do not drive (given the high levels of congestion and lack of parking for those who work in the CBD) and are dependent on public transport or active travel. It was raised that the intent of the People, Movement and Places study and the intent to prioritise active and public transport contradicts this proposal.	
19/2		It is proposed that the process and fees for using short term rental cars or borrowed cars needs to be made cheaper and more efficient. It is stated that Council should be encouraging a reduction in car use and increased car sharing / short term car rentals.	Same Submitter. Suggestion to reduce the fees for Short Term vehicles is noted.
20/1	There was an agreement with the proposed changes although the submitter does not hold or need a residential parking permit.		Comment is supportive of the proposal to remove the fee for the first Residential permit.
21/1	Disagreement was expressed with the proposed changes to the residential parking permit fees. It is proposed that the fees should be retained. The single benefit identified is the minor reduction in the cost of operating a motor vehicle. It is identified to be less than 2% of the annual		Feedback regarding the preferred prioritising of transport methods noted. The eligibility criteria for applicants with off-street parking will not change and there is not expected to be a significant increase in Residential parking permits as a result of the change to fees. Comment is opposed to the removal of the fee for the first Residential permit.

Submission	Issues Raised regarding proposed amendments	Other parking issues raised	Staff Response
	<p>ownership vehicle costs. Multiple disadvantages were listed including:</p> <ul style="list-style-type: none"> • a reduction in Waverley Council income which may result in spending less on facilities and services • Less use of off-street parking • reason to illegally obtain a parking permit for those not entitled to one • more cars parked on the street, meaning that the conversion of parking to other worthwhile purposes (rideshare parking, cycle parking, parklets, cycle lanes) faces more resistance • more car use might be encouraged as a result of this change which is contrary to the aim of Waverley's People, Movement and Places study to prioritise people on foot, followed by people riding bicycles, using public transport, service vehicles, shared mobility and private motor vehicles in that order. 		
22/1	It is proposed that residential parking permit fees are maintained. It is stated that car parking takes up over 6 square meters of publically paved road and the cost of paving and maintaining this area should be charged to the person whose car occupies this space most of the time.		Comment is opposed to the removal of the fee for the first Residential permit.
23/1	It is stated that the submitter is happy to pay a fee for resident parking and that if the first parking		Suggestion to increase the price of the second parking permit and to prioritise cycling

Submission	Issues Raised regarding proposed amendments	Other parking issues raised	Staff Response
	<p>permit is made free then the price of the second parking permit should be doubled.</p> <p>Issues such as road congestion are raised and it is proposed that more budget is allocated toward cycling infrastructure. It is suggested that creating more incentives for people to not own cars is a good strategy, and making parking free is going in the opposite direction.</p>		infrastructure noted. Comment is opposed to the removal of the fee for the first Residential permit.
24/1	<p>The feedback is opposed to free parking. It is identified that street space is a limited community resource and the system of Council-issued resident parking permits gives residents permission to park in most places free of further fees. The consequence of this system is the saturation of residential streets with parked cars.</p> <p>It is stated that If Council gives up the fees collected on residential parking permits it undermines the value of kerbside parking, further encouraging the continued growth of street parking and traffic in the region. It is also specified that, by giving up the revenue raised from parking permits, Council is in effect further subsidising car owners and encouraging more parking and traffic. The comment states that Council should be discouraging car ownership and support better non-motor vehicle forms of transport.</p>		Feedback regarding the perceived encouragement of private car ownership is noted. Suggestion to prioritise alternate forms of transport is noted. Comment is opposed to the removal of the fee for the first Residential permit.
25/1	It is proposed that fees should be charged for resident parking permits. It is stated that the fees charged for resident parking permits are an		Feedback suggesting that the change sends a message encouraging private car ownership is noted. It is not expected that the removal of the fee

Submission	Issues Raised regarding proposed amendments	Other parking issues raised	Staff Response
	indication that a public asset is given over for private use. It is recommended that the space occupied by cars be used for footpath widening, extending green landscapes, for shared cars and for cycleways and therefore it should be costed. Removal of fees is not aligned with the Waverley Transport Strategy which encourages the use of modes other than private cars for travel to and around Waverley.		for the first Residential parking permit will see a significant increase in permits as the eligibility criteria remains. Comment is opposed to the removal of the fee for the first Residential permit.
26/1	The submitter has expressed concerns in having to pay the same fees as non-rate payers and having to pay extra for a second parking permit. It is proposed that there is a discount system for long term ratepayers. It is stated that if you have paid for street and beach parking, you should be able to park in any area including Hall Street for 30 to 60 minutes without penalty.		Suggestion that long term ratepayers pay less for their permit than renters is noted. Feedback regarding the higher fee for the second permit and suggestion that the beach permit entitles vehicles to park in metered spaces in Bondi is noted. Comment is opposed to the removal of the fee for the first Residential permit.
27/1	It is stated that the current cost of first permit is minimal compared to second and third permit. Therefore it is proposed that the fee is not made free but rather the income generated is used to maintain and further develop green spaces.		Comment is opposed to the removal of the fee for the first Residential permit.
28/1		Challenges of finding parking in Ruthven Street is raised. It is proposed that residents are put first and visitors do not avail of the free parking in Ruthven Lane. It is proposed that the unrestricted parking at Ruthven Lane is replaced with timed parking. It is suggested that reminder notices be sent so that residents are not	Feedback regarding difficulties in parking in Ruthven Street and surrounding streets is noted. Residents have been sent reminder notices since August 2016. Residents who have a registered vehicle in an off-street parking space are required to pay the higher second permit price for an additional vehicle, essentially their first permit. Comment does not specify if for or against the change in fees.

Submission	Issues Raised regarding proposed amendments	Other parking issues raised	Staff Response
		infringed. It is also proposed that residents who own multiple vehicles and have off-street parking spaces pay more for permits.	
29/1	The comment is supportive of the proposed amendment. It is stated that the first permit be made free and after that there is a fee for additional permits. It is proposed that there is a limit per household and per unit. It is suggested that garages be used for car parking instead of storage and that people use driveways without hindering the paths.		There is a maximum of three permits available to eligible properties in an RPS area. Non-strata properties are entitled to only one permit per unit. Residents who have off-street parking are required to show evidence that it is used to house a registered vehicle when applying for a permit for an additional vehicle. Vehicles that block pedestrian access risk infringement. Comment is supportive of the proposal to remove the fee for the first Residential permit.
30/1	The submission is supportive of the proposed amendment. It is stated that the first and second resident parking permit should be made free and the additional ones charged only a small amount.		Suggestion that both the first and second Residential permit be free is noted. Comment is supportive of the proposal to remove the fee for the first Residential permit.
31/1	There is no direct reference or comment regarding the proposed changes to Fees and Charges. The comment made states that increasing the price of the resident parking permit is unfair and should not occur.		There is no plan to increase the price of any Residential Parking permits above CPI in the new Financial Year and after public consultation. Comment does not specify if for or against the change in fees.
32/1	The proposed amendment is well supported. However it is suggested that residents in shared accommodation be eligible for 1 permit per unit instead of 1 permit per block.		Non-strata properties in RPS areas are entitled to one permit per unit. Comment is supportive of the proposal to remove the fee for the first Residential permit.
33/1	The submissions supports the proposed amendment. The suggestion of free time-limited		Feedback regarding metered parking in Bondi Beach and Bondi Junction is noted. Comment is supportive

Submission	Issues Raised regarding proposed amendments	Other parking issues raised	Staff Response
	parking in Bondi Junction and Bondi Beach for residents is also part of the feedback.		of the proposal to remove the fee for the first Residential permit.
34/1	The feedback is supportive of the proposed amendment.		Comment is supportive of the proposal to remove the fee for the first Residential permit.
35/1	There is no direct reference or comment regarding the proposed changes to Fees and Charges.	The response states the belief that Bronte ratepayers should be entitled to one free beach pass to park at the beach.	Comment does not specify if for or against the change in fees for the first Residential parking permit.
36/1	The response is opposed to the proposed amendment. It is stated that the resident parking permit is a contribution to the upkeep of the beach and parking area. It is also stated that, if Council waives the fees, there must be very strict controls in place to avoid situations where permits are kept after the applicant moves out of the Waverley area.		Eligibility criteria for the Residential permit will not change. Concern about former residents keeping valid permits is noted. Comment is opposed to the removal of the fee for the first Residential permit.
37/1	The feedback supports the proposed amendment. It is recommended that the first permit be made free. Parking issues around Bondi, Bronte and Tamarama are also raised.		Feedback regarding difficulties finding resident parking is noted. Comment is supportive of the proposal to remove the fee for the first Residential permit.
38/1	The submission is opposed to the proposed amendment and raises concern over the income loss of over \$200,000 and concern that it encourages people to park cars and motorbikes on the street. It is proposed that, if this change is to be enacted, Council should look to offset the loss by increasing the cost of a second parking permit. As the number of residents maintaining two parking permits is likely to be substantially lower than those maintaining a single permit, the cost of		Suggestion to increase the cost of the second Resident permit is noted, although it is significantly higher than the current fee for the first permit. Departments are reviewing their budgets with the aim of having a stable and balanced Long Term Financial Plan. Comment is opposed to the removal of the fee for the first Residential permit.

Submission	Issues Raised regarding proposed amendments	Other parking issues raised	Staff Response
	the second permit should cost more than \$45 to fully offset the cost of implementing a free-of-charge parking permit. It is also stated that the proposed change does not provide any information about what public services will be de-funded as a result of the \$200,000 annual reduction in income.		
39/1	The feedback disagrees that the fee should be waived. It is proposed that Council should invest in supporting better public transport, shared transport and active travel options to reduce congestion around the Waverley area. It is stated that this proposed change will encourage private motor vehicle ownership, increase pollution and congestion and promote inactivity leading to disease. It is noted that Waverley has a healthy and active community and Council should be leading the way in this space.		Suggestion to discourage private car ownership and to prioritise active transport is noted. Comment is opposed to the removal of the fee for the first Residential permit.
40/1	The comment supports the initiative to make the first car parking permit free for residents.		Comment is supportive of the proposal to remove the fee for the first Residential permit.
41/1	The comment is opposed to the proposed amendment. Concerns are raised around residents in high rise buildings being entitled to permits.	There is a suggestion that Area 22 be investigated as residents were not informed of the rezoning.	Residents in apartment buildings are entitled to permits where there is no available off-street parking. Feedback regarding Area 22 is noted, however, there was extensive communication about the rezoning project. Comment is opposed to the removal of the fee for the first Residential permit.
42/1	The comment is supportive of the proposed amendment.	The comment is also supportive of the removal of the fee for the first hour of parking in Eastgate car park and for the cutting off of Bondi Junction	Feedback about congestion and the privilege of parking at the beach is noted. Comment is supportive of the removal of the fee for the first Residential permit.

Submission	Issues Raised regarding proposed amendments	Other parking issues raised	Staff Response
		meters at 6pm and Bondi Beach meters at 7pm. The comment is opposed to the removal of the fee for the Beach Permit as residents who live nearby should pay for the privilege of parking at the beach. As a Surf Club Member the submitter uses share vehicles. Feedback is provided that the State Government should fund a train line to the beach as the buses are full in Summer and the roads are congested.	
43/1	Comment that the proposed change entrenches the idea that on-street parking (i.e. the storage of private property on public land) is a government-subsidised right rather than a privilege that is exclusively assigned to motor-vehicle owning residents. Comment that such a change should only proceed if it is accompanied by a measure that only residents who have special needs due to mobility impairment should be eligible. Statement that Council should provide financial incentives for residents who forgo private vehicle ownership and use car share schemes, public transport or active transport options.		Feedback about eligibility for free permits and incentives for more sustainable transport options noted. Comment is opposed to the amendment.

Consideration of Review Principles and Performance Criteria

Review Principles	Removal of the first permit fee for Residential Parking Permits
Where demand exceeds supply, utilise demand management solutions rather than increasing supply	Does not meet this principle – Area 8 fully subscribed
Use of price to manage demand is appropriate, e.g. Higher prices in higher demand areas/times/seasons	Does not meet this principle – No fees for high demand areas
Parking to be funded by users, not subsidised by ratepayers	Does not meet this principle – no user permit fees, subsidised by Council
Residents should be favoured to maximise their chances of getting a parking space	Permit maximises chances, fee change doesn't change the outcome
Use of time restrictions to maximise supply of spaces and turnover is appropriate	No change to turnover expected from change to fees
Consideration of all factors – price, timing and location – in managing a scarce resource to meet the needs of residents, visitors and businesses	No change to visitor or businesses

Performance Criteria	Removal of the first permit fee for Residential Parking Permits
Technically practical	Yes
Promotes equity	Resident parking subsidised by Council – share house issue due to hierarchy of fees
Budget positive or negative	Negative – Approx. loss of \$204,000 in 17/18 budget
Enhances system efficiency	Change to permit fee does not enhance system efficiency
Enhances system capacity	Change to permit fee does not enhance system capacity
Improves the environment	Unlikely to increase car ownership/usage, however messaging is not seen as environmentally friendly
Encourages a shift away from private vehicle use	No
Satisfies councillor's political commitments	Different parties made different commitments. Council Resolution – October 2017 – consider implications and options for removal of the first permit fee for Residential Permits
Improves staff safety	No change due to fee amendment
Improves staff efficiency	No change due to fee amendment
Improves community safety	No change due to fee amendment
Improves amenity and access	Unlikely increase in traffic, no change to access due to fee change as eligibility criteria remain
Manages demand	Unlikely to impact demand, however messaging is seen as encouraging/supporting private vehicle ownership
Benefits economic development / business community	Change in fee does not meet this criteria

**REPORT
CM/7.5/17.12**

Subject: Impounding Fees - Proposed Amendments

TRIM No.: A17/0149

Author: Healey Holt, Manager Health and Compliance

Director: Rachel Jenkin, Acting Director, Waverley Life

RECOMMENDATION:

That Council:

1. Receives and notes the community submissions made in relation to the proposed amendments to the Impounding section of Pricing Policy, Fees and Charges 2017/18 as set out in Table 3 of this report.
2. Adopts the proposed amendment to the impounding fees in the Pricing Policy, Fees and Charges 2017/18 as set out in Table 2 of this report effective immediately.

1. Executive Summary

On 7 November 2017, the Strategic Planning and Development Committee resolved to place amendments to the Impounding Fees section contained on page 8 of the Pricing Policy, Fees and Charges 2017–18 out on public exhibition.

The current wording in the Fees and Charges Policy refers to specific items and does not allow Council to charge a fee for the impounding of any articles not listed. The proposed amendments therefore recommended changing the description of the fee category so that Council can recoup the cost of impounding other articles not currently listed in the policy. An increase to the dollar value of the relevant fees was also proposed.

In accordance with section 610F of the *Local Government Act 1993* the proposed changes were placed on public exhibition for a period of 28 days.

Submissions received from members of the community during the exhibition period supported the proposed amendments. It is recommended that the proposed amendments are adopted by Council and the relevant policies and procedures are updated to reflect this change.

2. Introduction/Background

Council is required to adopt an Operational Plan on an annual basis which sets out the specific activities it will be undertaking within the financial year. The Operational Plan must include the council's annual budget and the Statement of Council's Revenue Policy which includes the proposed rates, fees and charges. On 20 June 2017, Council adopted the Pricing Policy, Fees and Charges 2017–18.

The current description in the Pricing Policy, Fees and Charges pertaining to Impounding Fees refers to specific items and Council can only charge an impounding fee for shopping trolleys and crates. Following recent concerns about dockless share bikes, there may be a need to impound these bikes under certain

circumstances; for example, where a bike poses an imminent danger to the community or the bike has been damaged/vandalised to the extent that it is no longer rideable.

The current fees and charges relating to the impounding of articles as listed on page 8 of the Pricing Policy, Fees and Charges is as follows.

Category	Unit	2017/18 Fee or Charge \$	GST	Pricing Policy
Impounding Fees				
Shopping Trolley	Per trolley	50.00	Exempt	C
Crates - Bread, Milk or similar	Per crate	12.00	Exempt	C

Table 1. Current Impounding fees category of Pricing Policy, Fees and Charges 2017/18

On 7 November 2017, a report was presented to the Strategic Planning and Development Committee which recommended changing the description of the fee category to allow Council to recover the cost of impounding other articles not currently listed in the policy. Following discussion at the Committee meeting it was also resolved to increase the dollar value of the relevant fees. The proposed amendments are listed below.

Category	Unit	2017/18 Fee or Charge \$	GST	Pricing Policy
Impounding Fees				
Item/article requires more than one person to move/lift item/article (including, but not limited to bicycles and shopping trolleys)	Per item/article	70.00	Exempt	C
Item/article able to be moved/lifted by one person (including, but not limited to, crates)	Per item/article	20.00	Exempt	C

Table 2. Proposed amendments to Pricing Policy, Fees and Charges 2017/18

On 7 November 2017, the Strategic Planning and Development Committee resolved to place the above amendments to the Impounding Fees section contained on page 8 of the Pricing Policy, Fees and Charges 2017–18 out on public exhibition.

3. Relevant Council Resolutions

Meeting and Date	Minute No.	Decision				
Strategic Planning and Development Committee 7 November 2017	PD/5.6/17.11	That Council publicly exhibits the proposed amendments to the Impounding Fees section of the Pricing Policy, Fees and Charges 2017–18 as contained in Table B of this report for a period of 28 days, in accordance with section 610F of the <i>Local Government Act 1993</i> , subject to Table B being amended to read as follows:				
		Category	Unit	2017/18 Fee or Charge \$	GST	Pricing Policy
		Impounding Fees				

Meeting and Date	Minute No.	Decision				
		Item/article requires more than one person to move/lift item/article (including, but not limited to bicycles and shopping trolleys)	Per item/article	70.00	Exempt	C
		Item/article able to be moved/lifted by one person (including, but not limited to, crates)	Per item/article	20.00	Exempt	C
Council Meeting 20 June 2017	CM/7.3/17.06	<p>That Council:</p> <p>1. Receives and notes the submissions and proposed amendments made in relation to the draft Operational Plan 2017–18 and the proposed Pricing Policy, Fees and Charges 2017–18 as in Attachment 1 to this report.</p> <p>2. Adopts the Draft Operational Plan 2017–18 and the proposed Pricing Policy, Fees and Charges 2017– 18 with changes marked up in Attachments 2 and 3 in accordance with section 405 of the Local Government Act 1993, subject to the following fees being included at page 27 after the section on building-related certificates on page 26 and 27, which were inadvertently omitted and are fees for standard services provided by Council over many years:</p> <p>(a) Building inspection fees (where Council is Principle Certifier and issuer of the Construction Certificate): \$150 per required inspection.</p> <p>(b) Construction Certificate and Complying Development Certificate – Administration fee: \$150 per certificate.</p> <p>(c) Construction Certificate and Complying Development Certificate – Assessment fee up to \$5,000 building cost: 0.6% of cost.</p> <p>(d) Construction Certificate and Complying Development Certificate – Assessment fee \$5,001 - \$100,000: (c) + 0.5% for next \$95,000.</p> <p>(e) Construction Certificate and Complying Development Certificate – Assessment fee \$100,001- \$250,000: (c+d) + 0.4% for next \$150,000.</p> <p>(f) Construction Certificate and Complying Development Certificate – Assessment fee \$250,001- \$1 million: (c+d+e) + 0.2% for next \$750,000.</p> <p>(g) Construction Certificate and Complying Development Certificate – Assessment fee \$1 million+: (c+d+e+f) + 0.1% over</p>				

Meeting and Date	Minute No.	Decision
		<p>\$1 million.</p> <p>(h) Notification fee for Complying Development Certificate: \$190 per application.</p> <p>(i) Occupation certificate application fee (interim or final): \$150</p> <p>3. Adopts the Rating Structure for 2017–18 contained on page 59 of the Operational Plan 2017–18 in Attachment 2, together with the proposed Pricing Policy, Fees and Charges 2017–18 as in Attachment 3, in accordance with sections 497, 516, 518, 529(2)(d), 534, 535 and 548(3) of the Local Government Act, making the following rates and charges for every parcel of rateable land within the Waverley Council Local Government Area for the period of 1 July 2017 to 30 June 2018:</p> <p>(a) That an ordinary rate of zero point one one zero five one cents (0.11051) in the dollar subject to a minimum rate of \$614.26 in accordance with section 548(3) of the Act, on all rateable land categorised Residential in accordance with section 516 of the Act be now made for the period 1 July 2017 to 30 June 2018.</p> <p>(b) That an ordinary rate of zero point five one nine nine six cents (0.51996) in the dollar on all rateable land categorised Business in accordance with section 518 of the Act be now made for the period 1 July 2017 to 30 June 2018.</p> <p>(c) That an ordinary rate of zero point eight four six nine three cents (0.84693) in the dollar on all rateable land categorised Business in accordance with section 518 of the Act and subcategorised Bondi Junction in accordance with section 529(2)(d) of the Act be now made for the period 1 July 2017 to 30 June 2018.</p> <p>(d) That in accordance with section 496 of the Local Government Act, the charge for the Domestic Waste Management Service is set at \$515.00 per service per annum for the period 1 July 2017 to 30 June 2018.</p>

4. Discussion

On 7 November 2017, the Strategic Planning and Development Committee resolved to place amendments to the Impounding Fees section contained on page 8 of the Pricing Policy, Fees and Charges 2017–18 out on public exhibition.

The current wording in the Fees and Charges Policy refers to specific items and does not allow Council to charge a fee for the impounding of any articles not listed. The proposed amendments therefore recommended changing the description of the fee category so that Council can recoup the cost of impounding other articles not currently listed in the policy. An increase to the dollar value of the relevant fees was also proposed.

In accordance with section 610F of the *Local Government Act 1993* the proposed changes were placed on public exhibition for a period of 28 days from 8 November to 6 December 2017.

Members of the public were invited to provide comment on the draft Impounding Fees category of the Pricing Policy, Fees and Charges 2017–18. Advertisement was placed in Wentworth Courier, copies of the proposed amendments to the Impounding Fees were made available online

at haveyoursaywaverley.com.au and hard copies were made available at the Council's Customer Service Centre, 55 Spring St, Bondi Junction. Submissions could be lodged via the feedback form on Council's website or via email.

Council must consider the submissions received during the exhibition period prior to adopting the proposed amendments to the Pricing Policy, Fees and Charges 2017-18. The table below provides a list of the feedback received during the public exhibition period:

Issues Raised	Staff Response	Recommendation
It is proposed that the fees for vendors that supply shopping trolleys is increased since there are multiple abandoned trolleys on the street. It is also raised that the people abandoning trolleys should be fined and that incentives are provided for vendors to pick abandoned trolleys	The feedback is noted. Proposed amendments include an increase in the current fees.	No changes are made to the proposed amendment to the Pricing Policy, fees and Charges 2017/18
The respondent expressed support to the policy. Council's discretion to impound share bikes on Council property was also supported. It is suggested that wordings such as imminent threat or danger that leads to impounding is removed from the Policy	The feedback regarding share bikes is noted and will be forwarded to Shaping Waverley. The wording 'Imminent threat or danger' used in the previous report to Council on this matter is not included in the Pricing Policy, Fees and Charges and is part of the report only.	No changes are made to the proposed amendment to the Pricing Policy, fees and Charges 2017/18
The respondent agrees with the impounding fee. It is also raised that the longer the bikes are left unattended, the more chance there is of them being vandalised and rendered unrideable.	The feedback is noted and supports the proposed impounding fee.	No changes are made to the proposed amendment to the Pricing Policy, fees and Charges 2017/18
The respondent does not provide any feedback in relation to the proposed amendments to the impounding fees. Feedback provided relates to specific issues with the bike share scheme including abandonment and vandalism of share bikes, obstruction of footpaths. The respondent suggests that docking stations should be provided as a solution.	The feedback regarding share bikes is noted and will be forwarded to Shaping Waverley.	No changes are made to the proposed amendment to the Pricing Policy, fees and Charges 2017/18

Table 3. Community Submissions received on the proposed amendments to Pricing Policy, Fees and Charges 2017-18

Submissions received from members of the community during the exhibition period supported the proposed amendments. It is recommended that Council adopt the proposed amendments to the Pricing Policy, Fees and Charges 2017/18 and the relevant policies and procedures be updated to reflect this change.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction:	G1 Inspiring community leadership is achieved through decision making processes that are open, transparent, corruption resistant and based on sound integrated planning..
Strategy:	G1a Develop and maintain a framework of plans and policies that ensures open and transparent operations that facilitate equitable benefit sharing and progress towards sustainability.
Deliverable:	A suite of integrated corporate plans that meet legislative requirements developed and maintained

6. Financial impact statement/Timeframe/Consultation

Financial impact

The proposed changes to the Impounding Fees section of the Pricing Policy, Fees and Charges 2017–18 relate to both the naming convention and the dollar value of the fee. Should impounding of additional items occur as a result of the proposed changes, this may result in a minor positive impact to the budget.

Timeframe

If the proposed amendments are adopted by Council the change will take place with immediate effect.

Consultation

In accordance with section 610F of the *Local Government Act 1993*, the proposed changes were placed on public exhibition for a period of 28 days from 8 November to 6 December 2017.

7. Conclusion

The current wording in the Fees and Charges Policy refers to specific items and does not allow Council to charge a fee for the impounding of any articles not listed. The proposed amendments therefore recommended changing the description of the fee category so that Council can recover the cost of impounding other articles not currently listed in the policy.

Submissions received from members of the community during the exhibition period supported the proposed amendments. It is recommended that Council adopt the proposed amendments to the Pricing Policy, Fees and Charges 2017/18 and the relevant policies and procedures be updated to reflect this change.

8. Attachments:

Nil

**REPORT
CM/7.6/17.12**

Subject: Bondi Rescue - Season 13

TRIM No.: A17/0641

Author: Scott Field, Executive Manager Safe Waverley

Director: Rachel Jenkin, Acting Director, Waverley Life

RECOMMENDATION:

That Council:

1. Agrees in principle to the request from Cordell Jigsaw Zapruder (CJZ) to film Season 13 of Bondi Rescue during the 2017-18 summer.
2. Authorises the General Manager to enter into contract on behalf of Council with CJZ for the filming of Season 13 of Bondi Rescue on the following terms:
 - (a) CJZ will pay Council a fee of \$115,000 plus 5% of net profits for the series.
 - (b) Filming will last for a total of 9 weeks with an option to extend if required, with an additional fee payable to Council.

And subject to an agreement between CJZ and Council's Lifeguard's for an additional payment to Council's Lifeguards for promotional services.

3. Notes the request from CJZ is to film only one season of Bondi Rescue during the 2017-18 summer and that any further filming proposals must be approved by Council.

1. Executive Summary

In late 2005, Council agreed to the filming of the first series of Bondi Rescue in the 2005-06 summer season. In the years since a total of twelve seasons of Bondi Rescue have been filmed.

The most recent agreement between Cordell Jigsaw Zapruder (CJZ) and Council was executed in December 2014 and included agreement to film in the 2014-15 summer season. The agreement also included two options for the 2015-16 and 2016-17 seasons, both of which were exercised.

On 17 November 2017 CJZ formally requested permission from Council to film over the 2017-18 summer period. CJZ is proposing to pay Council a Licence Fee of \$115,000 for to film for a period of 9 weeks plus 5% of net profits for the series.

This report recommends that the General Manager be authorised to finalise negotiations with CJZ for the filming of Bondi Rescue Season 13.

2. Introduction/Background

Bondi Rescue is filmed and produced by Cordell Jigsaw Zapruder (CJZ) and is a factual television programme which follows the daily routines of Waverley Council's professional lifeguards on patrol at Bondi Beach. In Australia, Bondi Rescue is shown on Channel Ten and it has also been broadcast internationally in over 100 countries.

In late 2005, Council agreed to the filming of the first series of Bondi Rescue in the 2005-06 season. In the years since a total of twelve seasons of Bondi Rescue have been filmed.

The most recent agreement between CJZ and Council was executed in December 2014 and included agreement to film in the 2014-15 summer season. The agreement also included two options for the 2015-16 and 2016-17 seasons, both of which were exercised.

The most recent season of Bondi Rescue (Season 12) was filmed during the 2016-17 summer period and aired on Channel Ten from 29 January to 30 April 2017. The Producer's Report for Season 12 has been included as an attachment to this report.

On 17 November 2017, Cordell Jigsaw Zapruder (CJZ) formally requested permission from Council to film over the 2017-18 summer period.

Following changes to ownership and management at Network Ten, the number of episodes requested has been reduced from thirteen episodes to ten. CJZ would therefore like to film for a reduced period (9 weeks in total) and is proposing to pay Council a Licence Fee of \$115,000 for the filming of the 2017-18 season plus 5% of net profits for the series.

3. Relevant Council Resolutions

Council or Committee Meeting & Date	Minute No.	Decision
CHESP 3 September 2013	C-1309.4	That Council receive and note this report
CHESP 4 October 2011	C-1110.2	That Council: <ol style="list-style-type: none"> 1. Receive and note the report from the Director, Public Works and Services regarding the screening of Bondi Rescue and the request to enter into a further Access & Filming Agreement. 2. Approves the request to film a seventh series of Bondi Rescue. 3. Authorise the General Manager and the Director, Public Works and Services to finalise and execute the Access and Filming Agreement.
CHESP 4 August 2009	C-0908.7	That Council: <ol style="list-style-type: none"> 1. Receive and note the report from the General Manager regarding the screening of Bondi Rescue 4 and the request to film a fifth series. 2. Approve the request to film a fifth series of Bondi Rescue
Council 19 May 2009	0905.6.1	That Council: <ol style="list-style-type: none"> 1. Acknowledges the success of television series Bondi Rescue in promoting surf safety messages to a wide audience. 2. Congratulates the Waverley Council Lifeguard

		<p>Service, Cordell Jigsaw Productions and other Council staff on their professionalism and hard work in making the show a success.</p> <p>3. Acknowledge and congratulate Waverley Lifeguards on the meritorious awards they have recently received.</p>
CHESP 2 December 2008	C-1812.7	<p>That Council:</p> <p>1. Receive and note the report of the General Manager about a request from Cordell Jigsaw Productions Pty Ltd to include an options clause for series 5 in the Access and Filming Agreement for Series 4.</p> <p>2. Agree in Principle to the inclusion of an options clause for Series 5 in the Access and Filming Agreement for Series 4.</p> <p>3. Authorise the Mayor and General Manager to finalise and execute the Access and Filming Agreement</p>
Council 7 October 2008	0810.12.4	<p>That Council:</p> <p>1. Receive and note the report from the General Manager regarding the screening of Bondi Rescue 3 and the request to film a fourth series</p>
Council, 20 May 2008	0805.6.1	<p>That Council:</p> <p>1. Acknowledges the success of television series Bondi Rescue in promoting surf safety messages to a wide audience</p> <p>2. Congratulates the Waverley Council Lifeguard Service, Cordell Jigsaw and other Council staff on their professionalism and hard work in making the show a success.</p> <p>3. Supports the Waverley Council Lifeguard Service in their efforts to increase disabled access to Bondi Beach and surf with specially designed wheelchairs.</p>
CHESP 3 July 2007	C-0707.5	<p>That Council:</p> <p>1. Receive and note the report from the Director, Public Works & Services regarding the screening of Bondi Rescue 2 and the request to film a third series</p>
FESP 5 September 2006	F-0609.5	<p>That Council:</p> <p>1. Receive and note this report</p> <p>2. Notes the General Manager in consultation with the Mayor will exercise delegation with regard to assessing and determining this application. Council is requested to provide comment prior to the General Manager providing a formal response to the proposal</p>

4. Discussion

Council officers from Waverley Life and Governance are currently reviewing the Access and Filming Agreement for Bondi Rescue Season 13. A copy of the draft agreement will be provided to Councillors as a confidential late attachment prior to the December Council meeting.

Outlined below are a list of factors for consideration relating to the filming of Bondi Rescue.

Operational Impact

The Access and Filming Agreement includes a section on 'Obligations of Production Company' which clearly sets out a list of conditions which must be complied with to minimise the impact on Council Lifeguards and the operation of Lifeguards Services.

The conditions include a daily briefing with the Council's Site Representative to discuss planned activities and ensures that all employees of CJZ on the beach operate under the ultimate direction of the senior lifeguard and must comply with all directions including requests to cease filming for any reason. Furthermore, *"while the off-duty lifeguards are employed by CJZ [for additional filming or driving], they remain under the ultimate direction of the senior lifeguard on duty"* and in any situation where they are required to assist with a critical incident that takes priority over any filming role.

The reduction of the filming period to 9 weeks for the proposed Season 13 will further limit the impact on daily operations. In previous seasons filming has taken up to 16 weeks.

It should also be noted that footage which has been recorded as part of the filming of Bondi Rescue has previously proven useful for investigating and debriefing on incidents and rescues that have occurred.

Feedback from Lifeguards

In September 2016, prior to the option being executed for the 2016-17 season of Bondi Rescue a formal consultation process took place requesting the Lifeguards to provide feedback about whether Bondi Rescue should continue.

19 of the respondents supported continuing, 1 was against continuing, and 1 was neutral.

Lifeguards identified positive aspects of the show including:

- Improving safety awareness of people who come to Bondi
- Contributing to the professionalisation of Australian lifeguard services
- Increased community understanding of the lifeguard service has made the job easier to do
- Helps promote Bondi

Lifeguards identified negative aspects of the show including:

- Effects of increased public profile of lifeguards
- People attempting to stop lifeguards for photo opportunities and overzealous fans

Due to the lateness of the request from CJZ to film Season 13 of Bondi Rescue a more informal feedback process has been conducted, however all lifeguards who provided feedback were in support of Season 13 going ahead. Many of the lifeguards noted the beach safety education message as being a key reason for the show to continue.

Public Awareness of Beach Safety

A research project was completed in 2016 by Nicola Warton and Associate Professor Rob Brander from the School of Biological, Earth and Environmental Sciences at the University of New South Wales. The study included video content analysis of Seasons 1-8 of Bondi Rescue and an online survey of 1852 respondents in Australia and internationally. The report titled *'Improving tourist beach safety awareness: The benefits of watching Bondi Rescue'* has since been published in the journal Tourism Management.

Key findings from the research show that:

- 78% of respondents felt that watching the show improved their beach safety knowledge significantly
- Bondi Rescue is particularly effective for improving beach safety awareness of international viewers who are infrequent beachgoers who might not otherwise receive any beach safety information
- 17% of respondents believed the show had taught them rescue skills and techniques that they have been able to apply in real life situations
- While just under half the survey respondents did not know what a rip current was before watching the show, almost all of them understood what a rip current was after watching the show
- Watching the show has had a range of positive impacts on survey respondents' beach behaviour and safety awareness, including the importance of swimming near lifeguards

Content Approval – Communications & Engagement

Council appoints a representative to liaise with Producers “to view and approve content of the rough cut, fine cut and final version of each program” who will advise CJZ if they feel certain footage is inappropriate. The material is then removed or edited and resubmitted to Council for approval.

The Bondi Rescue approval process creates additional workload for the Communications and Engagement team in the review of episodes, however the workload is manageable and a number of processes have been developed over the years to ensure this runs smoothly.

The Communications and Engagement team is also responsible for handling any media and publicity requests that result from Bondi Rescue. Bondi Rescue positively promotes the lifeguard service and media coverage generated by the show is usually highly positive. Regardless of the 2017-18 season going ahead, it is felt that the publicity and media opportunities for the Lifeguards will continue for the foreseeable future.

Economic Development

As part of the decision making process for the exercising of the option for the 2016-17 season, Council's Economic Development unit was invited to provide comments as to whether Bondi Rescue may have an impact on the local economy or tourism.

The comments provided indicate although it is difficult to quantify the value of the Bondi Rescue brand exposure on the Bondi brand, it is expected that the brand and recognition value is extensive. Feedback also noted that the show aligns with and supports the international promotional approach to Bondi which arises out of the Waverley Economic Development Strategy.

There has been some feedback previously from local residents who feel that Bondi Beach already receives too much visitation and that it would be better to minimise further promotion of Bondi Beach.

Financial

Following changes to ownership and management at Network Ten, the number of episodes requested has been reduced from thirteen episodes to ten. CJZ would therefore like to film for a reduced period (9 weeks in total) and is proposing to pay Council a Licence Fee of \$115,000 for the filming of the 2017-18 season plus 5% of net profits for the series.

For every season of Bondi Rescue CJZ pays Council both a Licence Fee to cover costs of filming as well as 5% of net profits for the series.

In total since Bondi Rescue began filming in 2005, Council has received approximately \$1.2 million in Licence Fees and \$280,000 as a share of net profits.

As with previous seasons of Bondi Rescue CJZ is proposing to make a further payment directly to the Lifeguards for Promotional Services. Promotional Services “*may include but are not limited to promotional appearances for Channel Ten or CJZ connected to the Series such as for charity fundraisers, contributions to the Series website, press interviews...*” For Season 13, this payment will be reduced to \$160,000 to be divided between Council’s 39 Lifeguards. This payment is divided based on the employment status of the Lifeguards and is paid to all Lifeguards regardless of whether or not they appear on Bondi Rescue. The Promotional Services payment is still under negotiation by CJZ and the Lifeguards and it is therefore recommended that Council’s approval of the filming of Season 13 is subject to this agreement being finalised.

Bondi Rescue Internal Reference Group

The public profile of the Lifeguards generated by the Bondi Rescue series means that the Lifeguards are the subject of secondary employment, sponsorship opportunities and opportunities to promote charities that most Council staff would not have access to. A recent investigation identified a number of areas for improvement in managing secondary employment, gifts and benefits and conflicts of interest.

As a result of this investigation, the Bondi Rescue Internal Reference Group was created comprising representatives from Waverley Life, Safe Waverley, Engaging Waverley, Governance and People and Culture. The group has been responsible for reviewing and implementing key policies and procedures which ensure the correct management of Bondi Rescue and any associated risks.

The proposal for the filming of Season 13 of Bondi Rescue has been reviewed by this group and it is felt that overall the benefits of Bondi Rescue outweigh the potential disadvantages.

Should Season 13 be approved by Council, this group will continue to meet on a regular basis to manage any potential issues. This group will also meet with CJZ on a minimum of three occasions during the 2017-18 season.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: C5 People feel safe in all parts of Waverley.

Strategy: C5c Maintain a high level of beach safety at Bondi, Bronte and Tamarama.

6. Financial impact statement/Timeframe/Consultation

Financial Impact

CJZ is proposing to pay Council a Licence Fee of \$115,000 for the filming of the 2017-18 season plus 5% of net profits for the series.

Timeframe

Should Council approve filming of the 2017-18, the producers have proposed that filming take place for one weekend on 16-17 December. The remaining filming would begin on 21 January for a period of 8.5 weeks.

Consultation

Internal consultation has taken place with key stakeholders including the Lifeguards, Communications & Engagement, Governance and People & Culture.

7. Conclusion

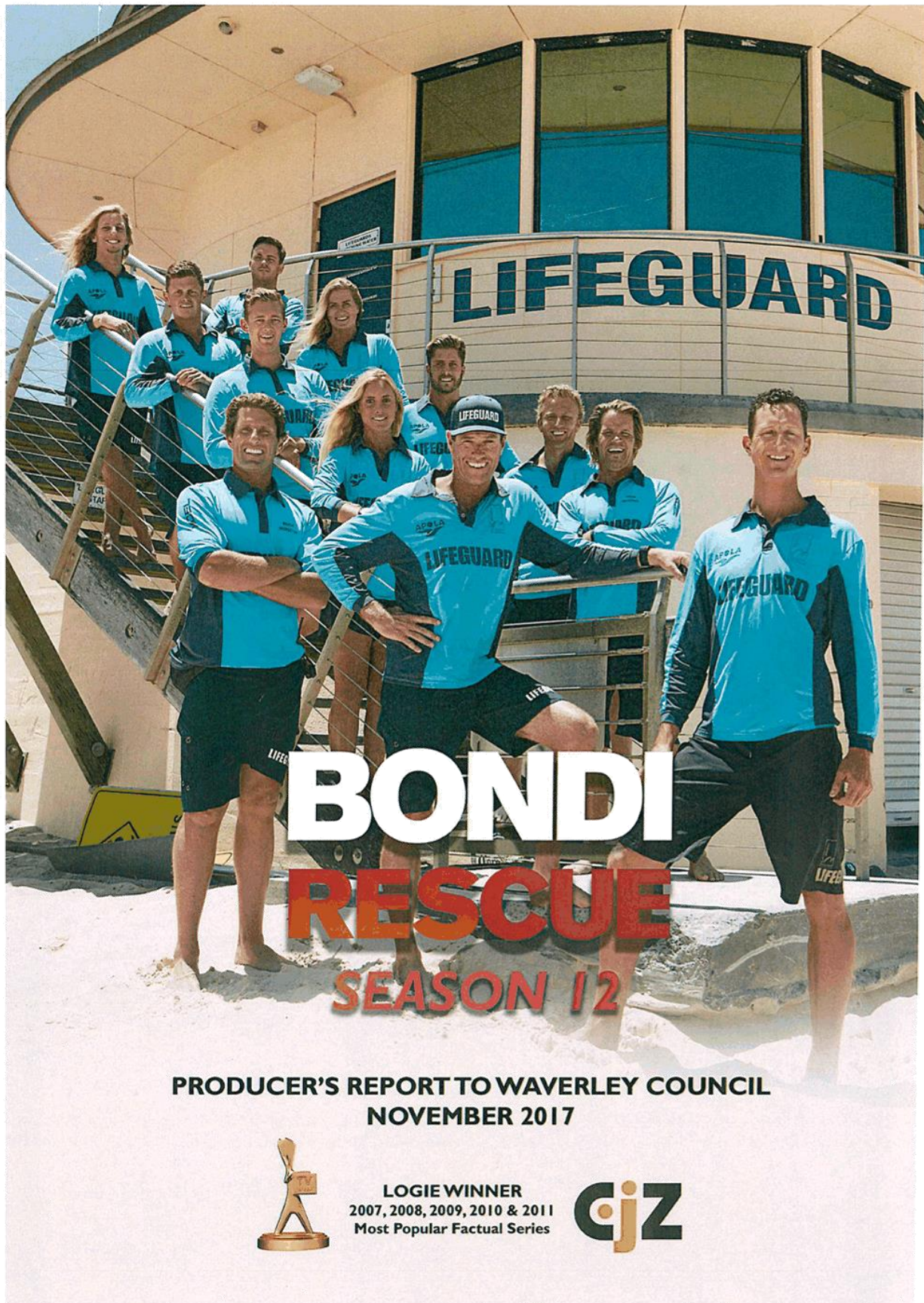
On 17 November 2017 CJZ formally requested permission from Council to film over the 2017-18 summer period. CJZ is proposing to pay Council a Licence Fee of \$115,000 for to film for a period of 9 weeks plus 5% of net profits for the series.

The Bondi Rescue Internal Reference Group have reviewed the proposal for the filming of Season 13 of Bondi Rescue and it is felt that overall the benefits of Bondi Rescue outweigh the potential disadvantages.

This report recommends that the General Manager be authorised to finalise negotiations with CJZ for the filming of Bondi Rescue Season 13.

8. Attachments:

1. Bondi Rescue Producer's Report - Season 12



Bondi Rescue – Season 12

Producers' Report

Bondi Rescue Season 12 screened on Network Ten from late January 2017 as an iconic mainstay of the network's programming. The series was tested in a new 6.30pm Sunday evening slot where it attracted respectable ratings, though slightly lower than previous seasons. This was not unexpected given there are generally less overall available viewers at this time.

Key highlights of Season 12:

Bondi Rescue reached over 4 million viewers during the 2017 season. The series performed very strongly in Ten's key demographics confirming its strong appeal among younger audiences.

The series was again nominated for "Best Factual Program" at the 2017 TV Week Logies. The series remains one of the enduring successes of Australian television having now won a total of seven Logies and a host of nominations.

The working relationship with Waverley Council, the lifeguards and CJZ during the production remained very positive. New production guidelines negotiated with Council were fully implemented and proved very workable.

The series continues to be strongly supported by the Bondi and Districts Chamber of Commerce, NSW Tourism, Screen NSW, Screen Australia and Tourism Australia. The national and international profile of the series has been invaluable in promoting tourism and projecting a positive view of Australia to the world. *Bondi Rescue* is an integral part of the Bondi Beach community and supported by many local organisations such as Bondi Surf Club and the Bondi Boardriders.

Bondi Rescue has now contributed over \$1.3 million to Waverley Council in access fees and ongoing royalties. In 2017 the series created direct employment for around 30 people in the NSW television sector during the production phase.

Bondi Rescue continued to help inform millions of viewers about surf safety, not only in Sydney but nationally and internationally.

Public Safety Messages

Bondi Rescue continues to help Australians understand the fundamentals of surf safety and the "rules of the beach". These messages were further reinforced during Season 12.

In particular an extended episode went to air on 25th April covering the tragic drowning incident at Bondi late in the season. The drama and emotion of the story proved a powerful reminder of the dangers of the surf to unwary beachgoers.

Bondi Rescue continued to heavily promote the identity and profile of professional lifeguards. While beach safety is often associated with the red and yellow volunteer SLSA lifesavers, *Bondi Rescue* sends a powerful message about the role of professional lifeguards in their blue uniforms.

Surf safety messages are critical not only to local beach goers, but also to overseas visitors. Given that an estimated 80% of people rescued at Bondi are tourists the impact of surf safety messages on inbound Qantas flights and on international television and streaming services are substantial. *Bondi Rescue*'s popularity in the USA, UK, Ireland, India, Asia and Scandinavia means millions of viewers are digesting surf safety messages in their home countries.

Additional Editorial Messages

CJZ continued to work closely with Waverley Council during Season 12 of *Bondi Rescue* to ensure positive messaging around the series. *Bondi Rescue* has always been produced within a strong ethical framework and the producers rigorously adhere to the "guiding principles" outlined in the Access Agreement with Council.

CJZ liaised with Council over the content in every episode of the series and continued to enjoy a healthy working relationship. A number of stories were modified to address Council's concerns around positive messaging and to ensure appropriate depiction of Council staff. Beyond the specific public safety messages previously detailed there were many additional positive messages contained in Season 12.

The turnaround-time for comment and approvals was efficient and reliable.

Audience Reach

Bondi Rescue garnered average ratings per episode of around 300,000 viewers in 2017, a respectable figure in this fragmented and digitally disrupted marketplace. The highest rating episode screened on the Anzac Day weekend and rated 533,000. This was the extended episode twelve featuring the drowning tragedy. The highest rating regular episode of the series was the first episode screened on January 29th which attracted 382,000 viewers.

Many viewers also viewed *Bondi Rescue* on other platforms including YouTube. A breakdown of YouTube viewers is included in the appendix.

The *Bondi Rescue* social media presence remains consistently strong with around 120,000 followers on Facebook and 30,000 on Twitter. The site is mediated by CJZ as far as possible to ensure positive outcomes.

Impact of Filming

After twelve years collaboration between Waverley Council, lifeguards and CJZ the production of *Bondi Rescue* has become a very ordered process. Once again, the production team on Season 12 became an unobtrusive presence on Bondi Beach during summer.

The availability of new production space in the second tower was invaluable for the production, allowing greater efficiencies and crew comfort in what is a very difficult work environment.

CJZ is acutely aware of its responsibility to minimise disruption during the production process, both to the lifeguards and the general public. With rapid advances in camera technology CJZ continues to deploy small fixed cameras that often minimise the need for camera crews. The use of advanced fixed-rig cameras in the tower might further reduce the need for a shooter/producer.

Future Series

Despite being a mature television series with a softening audience Network Ten continues to be pleased with the ratings success and public response to *Bondi Rescue*. The Network would like to commission another series of *Bondi Rescue* this coming summer. However, the number of episodes ordered has been reduced from thirteen to ten. Accordingly, CJZ seeks to exercise the option and renew the Access and Filming Agreement for the 2017 / 2018 summer period. Given the reduction in the shooting period and number of episodes we request a commensurate reduction in the Filming Access Fee of 20%.



Appendix:

1. Bondi Rescue Season Twelve - episode breakdown.
2. YouTube views.
3. Highlights of social media commentary and clippings.



SERIES 12 (13 EPS) 2017

Episode 1

Australia is in the middle of a nationwide drowning epidemic. In the past 12 months 280 people have died in Australia's waterways. The most recent drowning occurred at Maroubra Beach, just five beaches down from Bondi.

Lifeguards and emergency services are on high alert when choppers appear over Bondi. With the recent spate of drowning's lifeguards are concerned they might have missed something.

Bondi Beach is a worldwide tourist destination, but visitors from interstate also flock to its famous shores. Iggy from Melbourne and his three mates are here on a boy's weekend when Iggy enters a rip in the south corner. Quickly swept out past the reef three German backpackers rush to Iggy's aid. Corey races to the south corner to find the three German backpackers keeping Iggy afloat. But even on dry land, Iggy isn't out of the woods. With tourists continuing to ignore lifeguards warnings one beachgoer is taking extra precautions to stay safe. Ivan from China has decided to swim two hundred metres offshore wearing a lifejacket.

Episode 2

New trainee, Tommy, bites off more than he can chew when he volunteers to catch a sea snake - the most venomous snake the world. Christmas hits Bondi and so do the tourists. Overwhelmed by inexperienced swimmers, Jesse clears everyone from the southern half of the beach. A pair of Chinese swimmers don't get the message and the man is found unresponsive in the water. And Kerrbox finally gets his chance to play Santa, but Harrison has a surprise in store for the veteran lifeguard.

Episode 3

The Bondi Lifeguards main priority is Bondi's one kilometer stretch of water and sand. But when a call comes in about a suspected heart attack in Bondi's busy streets, lifeguards have no choice but to leave the beach to try and save a life. In an hour of medical emergencies, Jethro treats a young backpacker for anaphylaxis. But her reaction to the Epi Pen could lead to a resuscitation. Surfer or bodyboarder, it's a line in the sand that divides the service. Will bodyboarder Jethro or surfer Jesse triumph in a double rescue that tests lifeguards water skills? A severe dislocated shoulder requires not one but two green whistles, can backpacker Peter relax enough to have his shoulder relocated?

Episode 4

Unlucky in love Singlets is one member of the service hoping to find that special someone. When a lady approaches the buggy looking for her lost purse Harries decides to play cupid. Harrison, Max and Singlets spot 5 people in trouble. Half way through the rescue two more people start to drift out in a rip one hundred metres further south. Will 3 lifeguards be able to rescue 7 people in two separate rips?

A man approaches Harries and Harrison on the sand and discusses losing his belongings. Not long after, reports start to flood in about a thief on the beach. The mystery deepens when phones start to appear in the kids pool at North Bondi.

Almost daily lifeguards deal with reports of missing children. But one missing Dad looks to have broken the routine.

Episode 5

Most lifeguards grow up in the salt water and waves, but this season a boy from the bush has joined the lifeguards. New recruit Wally's surf skills are tested during a difficult double rescue. Hoppo and Corey must race across the pavement when a woman is hit by a car in nearby Campbell Pde. Jethro returns to work after suffering a mystery illness and is confronted by a tough rescue, forcing him to question whether he's returned too soon? Tommy and Jake help a boy who's been heavily concussed and suffered a seizure. Super model Karlie Kloss visits Bondi, but only a few lifeguards get the chance to strike a pose during a Vogue photo shoot.

Episode 6

Out on patrol, Mouse puts a life at risk when he accidentally turns off his radio off. Lifeguards take to the sky to monitor a giant bait ball of fish which may be accompanied by sharks. Later, it's the public who spot the sharks forcing lifeguards set off the shark alarm. Surf lifesavers and lifeguards join forces in a mass rescue, but not everything goes to plan.

Episode 7

Reidy is haunted by the memory of a man he witnessed drown in the south corner 10 years ago. He comes close to reliving the nightmare when he must rescue two swimmers in the same exact spot. Late in the day a mother loses her 3 year old boy. Suffering heat stroke she is inconsolable, and makes it impossible for lifeguards to get crucial details about the boy. Bluebottles invade Bondi! Tommy and Harrison treat hundreds of people, but a woman with a tiny sting takes up most of their time. In contrast, a young man grits his teeth after suffering the worst sting of the season. Jesse and Hoppo carry out a mass rescue in the south end, where desperate people are pushing each other underwater.

Episode 8

The community is rocked when a group of men with weapons, attack another man at the normally tranquil northern end of Bondi. Harries requests back up for a rescue in the south corner, but trainee Tommy notices a new problem along the way. Will he back up Harries or make an independent decision? The lifeguard race pits the team against each other. This season the course has doubled, and in the tough swell there's a surprise winner.

Episode 9

A body is sighted floating off North Bondi and young guns, Jethro and Ryan, quickly offer their services. But when Ryan attempts to launch Jethro on the jetski, without help from another lifeguard, he bogs the buggy - and a retrieval mission of another kind begins. Things only get worse, when half an hour later, Jethro dislocates his shoulder and is taken to hospital facing down a possible end to his season. The 2 young guns are left red-faced in front of senior lifeguards. Later, when a man is spotted bouncing off the bottom of the ocean - only breaking the water with his hand - Ryan gets a chance at redemption.

Episode 10

When the biggest swell of the year rolls in, big wave surfer Jesse puts new recruits, Tommy and Jules, to the test. But training is one thing, and Tommy has to rescue two intoxicated patients in the big surf. Reidy is furious at a man who is harassing women on the beach. Police are called but the man makes a run for it, putting Reidy into pursuit. And, a Danish backpacker bares all for a bet.

Episode 11

Mastering the art of the rescue take years. Trainee Tommy learns a valuable lesson when he completes one of the funniest rescues of the season. An unmanned boat is found floating adrift off Bondi. Lifeguards fear someone has fallen overboard. Troy races to rescue a young girl drowning directly in front of the tower. And, 20 year veteran Kerrbox has surfed some of the world's biggest waves, but he's terrified of heights. Glick pulls a prank to get Kerrbox up in a helicopter over the beach.

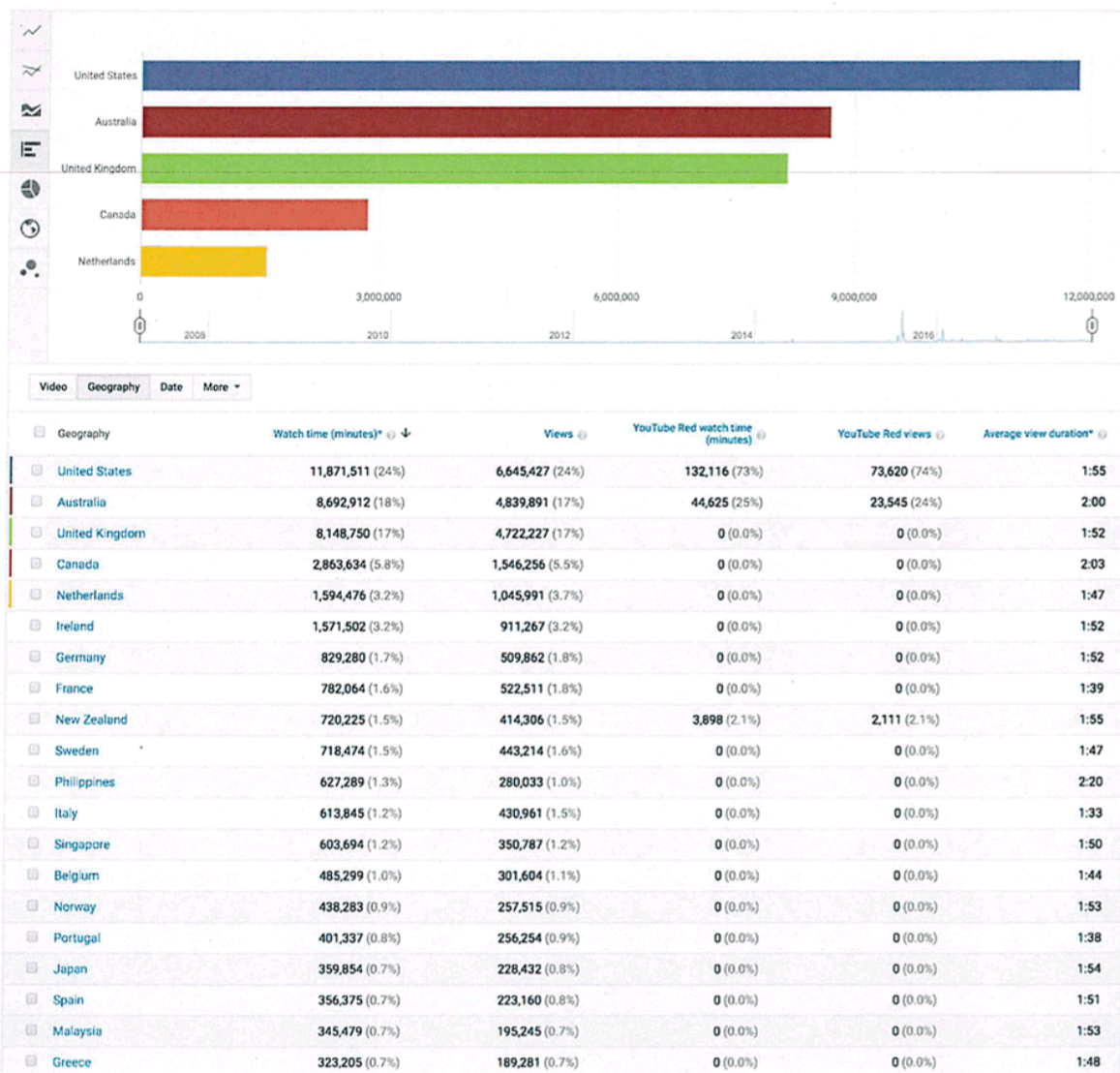
Episode 12 (42 mins)

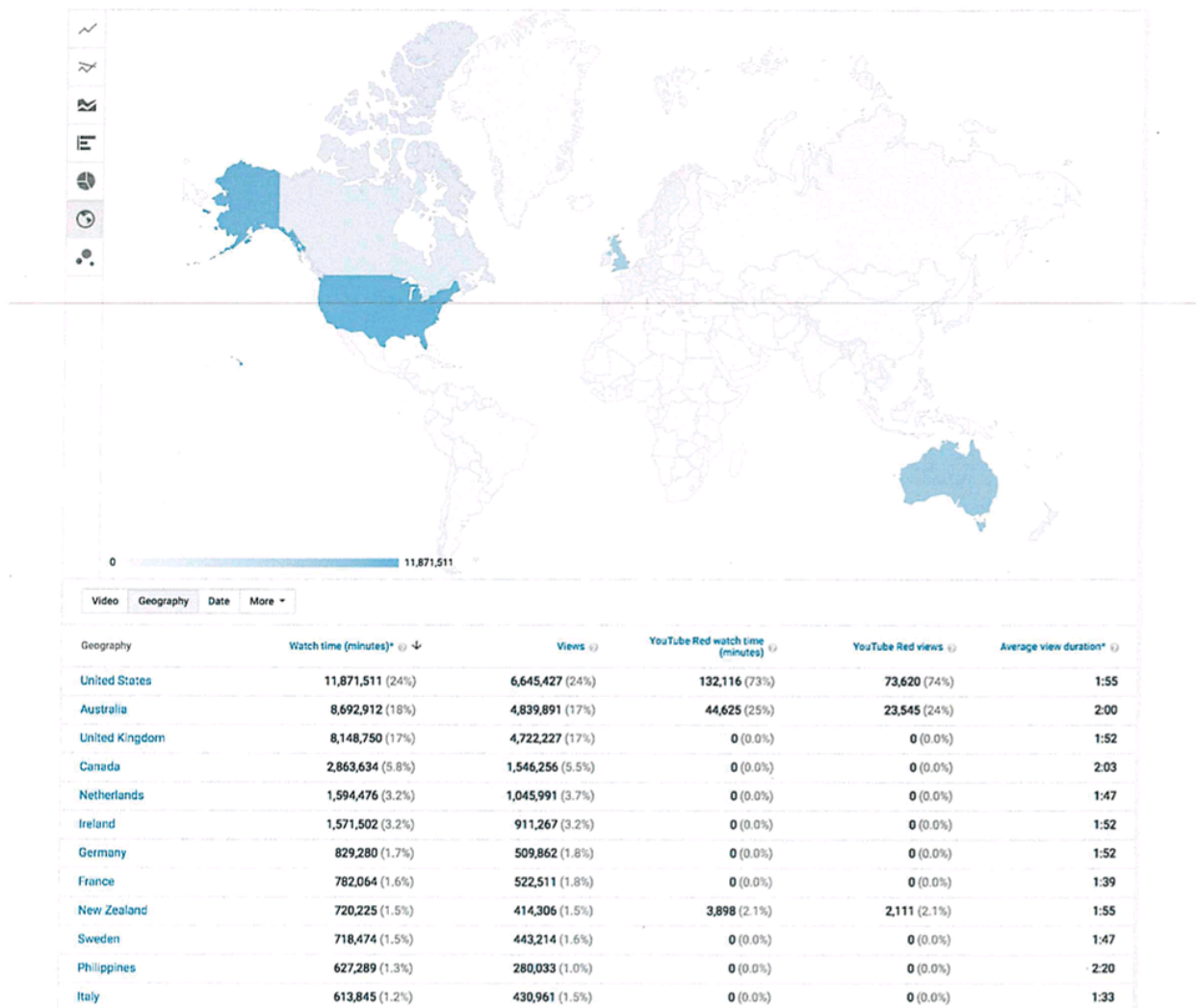
The most powerful episode of Bondi Rescue ever. When 2 people from the same family drown at South Bondi, lifeguards must draw on every ounce of themselves to get the man and woman back to shore and resuscitated. As well as being unconscious, and showing now signs of life, the pair are from the same family. The remainder of the family - all tourists from Norway - watch on, as Singlets, Corey, Wally, Kerrbox and Chappo do everything they can to save the visitors. Not since the tragic events of Black Sunday in 1939 have lifeguards been faced with such a crisis. We follow the drama, from the moment lifeguards respond to the call, to the gripping final seconds of the life and death drama.

Episode 13

The lifeguard service is dealing with the worst tragedy in decades. Two people have drowned, and one could not be resuscitated. Singlets attempts his first rescue since the incident, when a man fights for his life in flat water. Pierre from Hong Kong arrives at the tower to fulfil his dream of meeting the lifeguards. They're touched to learn the teenager has saved up to meet them. And just why is Hoppo telling dozens of kids to swim in a rip?

BONDI RESCUE – YOU TUBE VIEWS







Jase
@jasondjohnston

Follow

Replying to @Uberutang @Leandrii

@bondirescue will forever be the best thing on TV!

6:17 PM - 19 Oct 2017

1 Like

26 APRIL 21:00

Hi there, my name is Kelly McLean



I don't know how far this will reach or who will see it but I just watched the episode about the 17th of march with the Norwegian tourists and wanted to say it's because of people like the lifeguards who gave their all that makes me so proud to be an Aussie! I was left speechless 😭 with tears in my eyes watching on! I'm not going to pretend to know what you're feeling but I do understand the grieving that follows and want to encourage you guys to keep being your best! Bondi rescue is one of my favourite TV shows and I pray for all the life guards when I go through my prayer list that they may have the strength and wisdom they need to do their jobs well and that as a team they can band together and support each other! The water is an amazing place but it's cunning and I thank you for being our protectors! If I ever get to meet any of you wonderful life guards it will be one of the proudest moments of my life 😊 whoever gets this please pass it on especially to singlets, Jethro, Kerrbox and all the boys involved in those resuscitations and as an encouragement to the whole team 😊 You boys in blue encourage me to be my best and I appreciate that!! Keep being amazing ❤️ All the best,



Kelly McLean



Miss Khamis
@miss_khamis

Follow

@cbs don't cancel Bondi Rescue it is an aussie classic show promoting beach safety to tourists.

9:45 AM - 28 Sep 2017

0



Jördy
@Munday1312

Follow

Bondi rescue is the most addictive viewing ever 🌊🏄‍♂️

7:01 AM - 23 Sep 2017

0



louise
@louiserayner7

Follow

bondi rescue is without a doubt the greatest show to ever grace my tv screen

9:14 PM - 22 Aug 2017

0



Prisia
@lusciouslygray

Follow

Watching bondi rescue makes me want to be a lifeguard 🙌

5:02 AM - 14 Jul 2017

4 Likes

0



Rebekah Lambert
@noshamecreative

Follow

It's just wonderful to see @bondirescue and what the guys do. Compulsory viewing. #bondirescue


7:03 PM - 30 Apr 2017 from Wollongong, New South Wales

0



Sandra Redman YES. BONDI RESCUE TV program should be shown in every country in the world. Maybe people will know what the Beach rules are when they come to Australia and to Bondi Beach. Especially the Red and Yellow Flags.





Like · Reply · Message · 2 · 25 April at 22:59



Ros
@RosyLosy

Follow

Just watched [#bondirescue](#). Credit to the lifeguards; you saved a life and save lives every day. [#heroesdontwearcapes](#) 🙌🙌

11:03 PM · 1 May 2017 from Perth, Western Australia












Bree Van de Kamp
@erin1r

Follow

Bondi Rescue is a national treasure

7:02 PM · 30 Apr 2017












Chantelle Amanda
@chanttts

Follow

Watching [@bondirescue](#) tonight is making me feel so sick but making me so aware!!!

9:57 PM · 29 Apr 2017













Nik Stewart
@TojoNikAU

Follow

To this day. Bondi rescue is the best show on Australian TV ever

6:33 PM · 29 Apr 2017






1 Like








Elise
@ejdel

Follow

Just wanted to say how amazing this Ep of [@bondirescue](#) is - incredible- your professionalism and teamwork is to be admired

7:38 PM · 26 Apr 2017





1 Like








Stefanie
@StefanieVL_

Follow

[@bondilifeguards](#) What an emotional episode. [#BondiRescue](#). Words cannot describe how an amazing job you guys did & how much respect I have!

3:08 AM · 28 Apr 2017













Josh Cook
@jshcook

Follow

The new episode of Bondi Rescue should be shown in classrooms and TV's all over the world. The ocean is no joke. Water safety is crucial.

7:31 PM · 26 Apr 2017






1 Like








Sez
@sezsaays

Follow

Very tough ep of [@bondirescue](#) to watch. 🙄 The Bondi boys, and ALL our lifeguards around Australia, do an INCREDIBLE job. 🙌 Thank you, guys.

6:22 PM · 25 Apr 2017







1 Like








Robert Lee
@voicework

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Amazing [@bondirescue](#) ep tonight. If you ever come across this show, watch it for the best of Australians dealing with the worst sits.

8:16 PM · 25 Apr 2017








1 Retweet 2 Likes








Elizabeth Garrett
@ejmg90

Follow

Incredible amount of strength & courage from [@bondirescue](#) [@bondilifeguards](#) on tonight's Ep - very grateful for the Aus spirit [#bondirescue](#)

7:59 PM · 25 Apr 2017

2 Retweets 3 Likes










Charlene Farquhar So sad, you guys are brilliant, did the best you could, even put your own lives at risk from that stupid rip, to save another. It's because of this extremely educational TV series that I can't EXPRESS enough to my kids to ONLY swim between the flags. Even the lifeguard said to me the other day, it's great to see your kids come back for a swim everyday and swim only in between the flags.

Keep up the great work, to all lifeguards out there xxx

Like · Reply · Message · 5 · 26 April at 12:17



Pola Genoway This was the most inspirational show I have ever watched in my life! Everyday we worship actors and actresses and give them awards for acting in made up movies and shows portraying themselves as heroes! After watching this episode; I feel differently about who the real heroes are in our world and what they are willing to sacrifice! Truly the unsung heroes that should be walking across a stage and receiving a Grammy for their spectacular performances! So truly fortunate in Australia to have these amazing heroes! ❤️❤️❤️👏

Like · Reply · Message · 21 May at 10:26



Kids Aquatic Survival School A heartbreaking episode but necessary. A water safety message more powerful than all the advertising campaigns. Drowning doesn't discriminate. What you all did that day was nothing short of heroic. Our thoughts are with you and the family involved and hope you get the help and support needed.

Like · Reply · Message · 26 April at 14:31



Rowena Willis Rawest episode I've ever seen. My heart goes out to the man's family at such a tragic loss. And to all the Lifeguards on duty that day, you are incredible and the work you do is amazing. I am so sad for you all seeing your deep feeling of loss at not being able to save him. Thanks to your show & Channel 10 for airing this episode. Hopefully it will help get the message out about swimming in safe parts of a beach. ❤️

Like · Reply · Message · 1 · 25 April at 20:29

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Making your TV viewing decisions easy

Was last night's Bondi Rescue the best hour of TV in 2017?



April 26, 2017 · Opinion

· Kevin Perry

During the past 12 seasons of Bondi Rescue, viewers have witnessed



Singlets
Image - Ten

numerous impressive rescues from the dangerous waters surrounding Bondi Beach. But none of that compares with the gripping drama presented during last night's episode.

What starts off as a normal day for the lifeguards ends in tragedy when Jethro spots a group of five swimmers struggling in the notorious section of the beach known as backpackers' rip.

Singlets, one of the strongest lifeguards in the service with close to a decade of experience, is the first to paddle out and finds an unconscious woman in the water.



Jake Thompson
@JMThompson95

Replying to @kevinperry
@channelten
Just watched it. I'm currently a blubbering mess. Wow.
Just... Wow.
11:33 PM - Apr 25, 2017 ·
Queensland, Australia

1

Singlets says: *"I remember coming over the last wave and what I saw next absolutely shocked me to the core. I just thought to myself, 'I am going to have to draw on every little bit of skill, every little bit of training to get this woman in because there's no other option'."*



Tim Duyvestyn
@TDuyvo

Replying to @kevinperry
@channelten
I don't usually watch it but i was glued to it tonight. Heartbreaking. Such amazing people.
11:26 PM - Apr 25, 2017

1

Wally is next to paddle out and attends to another swimmer in trouble. Corey is not far behind, racing to get to a man who is even further out. When Corey reaches him, he is shocked to discover the man is unconscious, face down and showing no signs of life.

These two swimmers, a man and a woman, are from the same Norwegian family on holiday in Australia. Fighting a dangerous rip, it is a bitter struggle for these highly skilled lifeguards to get the man and woman back to shore to begin resuscitation.

Kerrbox, the most senior lifeguard on duty with 20 years of experience, waits on the beach and prepares the

defibrillator. Desperate to save the two people, the determined and courageous lifeguards do not give up hope.

This episode of Bondi Rescue is available for catch-up now on tenplay

WEDNESDAY JANUARY 11, 2017 WENTWORTHCOURIER.COM.AU

Wentworth Courier

news local

How Bondi rescued me

Bondi Rescue lifeguard Andrew "Reidy" Reid tells how he turned his life around from being a tubby teen weighing 100kg to a TV star.

Up Close — Pages 20,21



Fit and happy Andrew "Reidy" Reid at Bondi and inset as a chubby Waverley College student. Main picture: Carly Earl

HIGH NOON

Showdown: How Woollahra Mayor Toni Zeltzer will fight against Minister Paul Toole's council amalgamation in the High Court

Kate Bastians

WOOLLAHRA Council lawyers have outlined their strategy for the High Court showdown in the next step to stave off amalgamation with Waverley and Randwick.

Mayor Toni Zeltzer said she won't give up the fight — costing more than \$1 million — after the NSW Court of Appeal rejected the council case last month.

Solicitor Malcolm Stewart has given details of how the legal team will seek leave to launch a full appeal hearing in the High Court.

» Report Page 4




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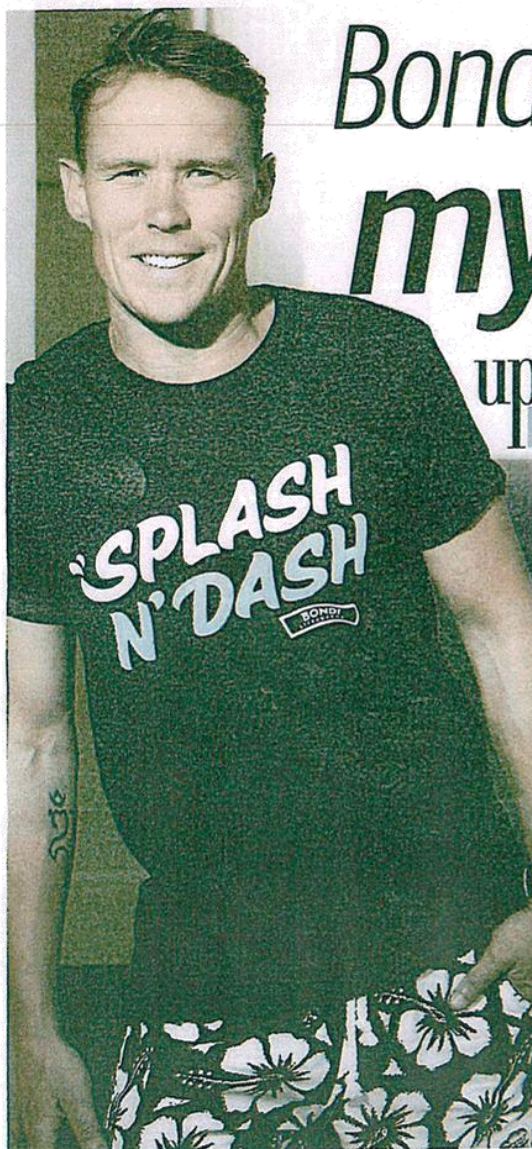
20 NEWS

WENTWORTHCOURIER.COM.AU | WEDNESDAY JANU

Bondi's role in my rescue

upclose
Shaya Laughlin

Reidy has progressed from
chubby teen to TV lifeguard
Now he's into radio, but
Beach is not easy to leave



ANDREW Reid sports a six pack of abs and a bright smile on the popular television show *Bondi Rescue* but underneath the famous blue shirt is a man who for years wasn't happy with himself.

It started as a teenager when Reidy, as he is affectionately known, tipped the scales at 100kg and fought depression and bullies.

Then, until just a few years ago, he was shy speaking with people because his teeth were "crooked" and "stained" from smoking.

But Reidy overcame each obstacle with strength and courage — the same qualities that have helped him save so many lives on the beach.

The 37-year-old says the struggles started when he was still a student at Waverley College.

"I was a big boy," he says, sharing photos of himself as a young man.

"I look back at the photos and think, geez, I never want to get like that again."

"It's not a very pleasant feeling, no matter what anyone else says, to be overweight because it restricts you from doing a lot of things."



Young Reidy shows his problems (above) and the fit lifeguard today (left).

"(I) think about that every day and that's what gets (me) out of bed and moving to be fit and healthy."

It's a story that's hard to believe, especially when meeting the man.

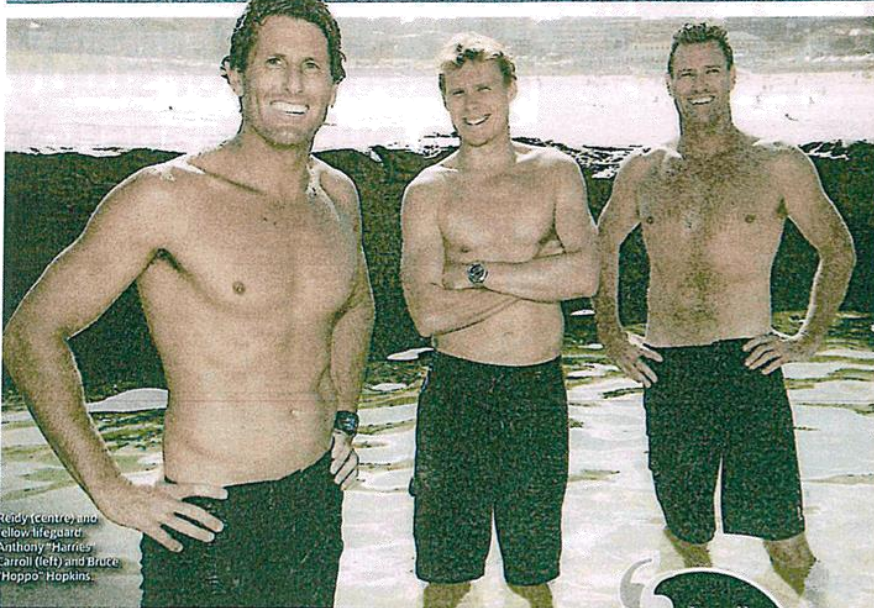
He shakes your hand firmly, looks at you in the eyes and likes to joke around,

a very
feelin
o

20 WENTWORTH COURIER, Wednesday, January 11, 2017

WEDNESDAY, JANUARY 11, 2017 | WENTWORTHCOURIER.COM.AU

NEWS 21



Reidy (centre), and fellow lifeguard Anthony 'Hannes' Carroll (left) and Bruce 'Hoppy' Hopkins.

Series a lifesaver

Shaya Laughlin

BONDJ Beach is only a few steps away from a four-hour show, but a decade later, it's still a place where the series has played a role in educating the world about beach safety.

A public service announcement found that series had taught many people a lesson about the dangers of rip currents and the importance of swimming between the flags.

Bondj Beach is a busy spot. It's a place where the series has played a role in educating the world about beach safety.

For example, red and yellow flags mean a private area is not to be entered. "So when they come here, they don't know the difference, they can't tell the difference."

All the great cultures around the world have got different ways of working.

A survey was recently carried out about the program by NSW Student (NSW) students and the results were very positive.

It was a great success for the program and the results were very positive.

It was a great success for the program and the results were very positive.

It was a great success for the program and the results were very positive.

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It was a great success for the program and the results were very positive.

It was a great success for the program and the results were very positive.

cially at his own expense.

On the beach, where he is the most at home, locals see him from afar because they've seen his face on their screens at home and his colleagues at the lifeguard tower like to tease him in a mildly manner.

Reidy has become a legend at Bondi Beach but the road to that was an unlikely one. At 12, he had put on 40kg in eating too many lollies with a mate. At 19, a girl died his kiss on New Year's Eve because of his size and then, he had had enough. "I really didn't want to live it life any more," he says. "I started training and getting fit and healthy. Then I came a lifeguard."

Reidy also kept his job as a 'bage collector' for 12 years while juggling shifts as a lifeguard at Bondi Beach.

At that physical work, he could pierce through the ocean's waves, his rescue board, carry people who were close to drowning and help beachers in strife.

WCC021214A



A picture from Reidy's private album: the young Andrew Reid who was overweight, depressed and bullied.

But Reidy still wasn't satisfied with himself.

He had grown an interest in radio but says his "crooked" and "stained" teeth were making him feel self-conscious.

Reidy, who had already turned his life around once as a teenager, did it again.

"Radio has always been a dream of mine but I never had the confidence to pursue it," he says.

"I had really bad teeth, they were crooked and they were stained - I was a smoker for 20 years."

"One thing that was a changing factor was getting

my teeth fixed about four years ago.

"It gave me so much more confidence."

Like the time he became a lifeguard, it was a mate who convinced Reidy to "give it a crack".

"I wrote emails to every radio station in the country," Reidy says.

"No one wrote back to me so I hand-wrote Alan Jones a letter and he got back to me the next day."

"He said, 'I can't promise you anything, I'll see what I can do'."

"Two days later I had a call from the program director and he said, come in and I'll give you a trial."

For months, Reidy gave his time on weekends to watch and learn about how radio stations operate.

"I did my first ever solo shift... I've never been more scared in my life," he says.

"But since then I've been panelling as a casual there for the last two years and I

I really didn't want to live that life any more

absolutely love it.

"There's something about radio."

There's something new every day. It's exciting, you're breaking news.

"I'm only a panel operator but it's still like you're part of the machine that puts it together."

Eventually, Reidy says he would love to work in radio fulltime and have his own show.

"It's hard to give up this," he says, pointing at Bondi Beach and the lifeguard tower that has become so familiar.

"I want to start from the bottom and work my way up."

"I want to understand everything there is to know about radio before I was to get on air - if that ever happens."

"I don't know, I might not be any good."

Only time will tell but, judging by Reidy's track record, the man will achieve anything he wants.

WENTWORTH COURIER, Wednesday, January 11, 2017 21

Bondi Rescue better for beach safety than signs brochures and posters researcher says

17/11/2017, 5:12 PM

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Bondi Rescue better for beach safety than signs brochures and posters researcher says



Image: Getty Images

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Over the years, millions of people from around the world have tuned in to watch hapless swimmers being saved from drowning by exceedingly attractive surf life savers on the popular television show *Bondi Rescue*. And, according to new research, the Australian series has proved to be more than light entertainment – it also provides an important lesson in safety.

Researches at UNSW conducted a survey of 1,852 people from around the world and found that before watching *Bondi Rescue*, 37 percent of responders didn't know what a rip current was. But after a viewing an

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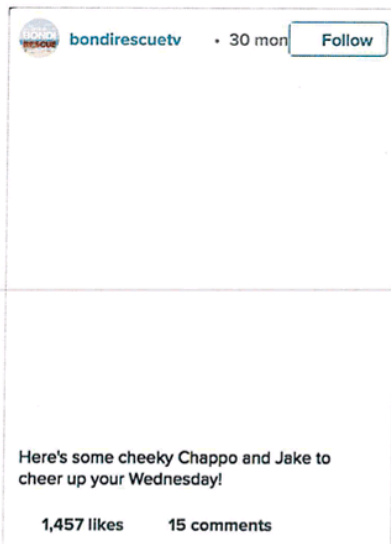
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Bondi Rescue better for beach safety than signs brochures and posters researcher says

17/11/2017, 5:12 PM

episode, that number jumped to 94 percent.

More than 90 percent of people who took part in the survey also knew to swim between the flags and 80 percent think *Bondi Rescue* improved their knowledge and awareness of beach safety.



@9elsewhere:
Oh, stop it, Melbourne
📷: @craig_richards_photo
graphy via @visitmelbourne)

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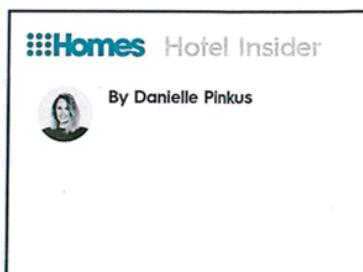


The world's best travel photos will have you planning your next holiday



Image: AFP

"This factual TV program may provide the only beach safety education they get. It has improved knowledge and behaviour and, in terms of its reach, dwarfs programs like signs, brochures and posters about rips and flags."



file:///Volumes/Jigsaw%20Server/_CORDELL%20JIGSAW%20PRODUCT...%20brochures%20and%20posters%20researcher%20says.webarchive

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11/17/2017

'It's definitely an eye-opener': Coast lifeguards hit Bondi | Sunshine Coast Daily

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'It's definitely an eye-opener': Coast lifeguards hit Bondi

28th Jan 2017 5:00 AM

f 0



NEW RECRUIT: Joel Bevilacqua followed his heart from the Sunshine Coast to Sydney, where he's joined the cast of Bondi Rescue.

Network Ten

THEY save lives at Australia's busiest beach, now as the lifeguards of Bondi Rescue return to television screens two former Sunshine Coast lifeguards are joining their ranks.

Formerly a regular on the beach at Mooloolaba, Josh Bevilacqua grew up in Tasmania but was on a plane to the Sunshine Coast hours after finishing his final high school exam.

Within weeks he was lifeguarding on Sunshine Coast beaches and he told the Daily Bondi was a world away.

RELATED ITEMS

[Steve Price's biggest fear about going on I'm A Celebrity](#)

"It's really intense," he said.

"Everything's sort of multiplied by 10 just because of the sheer amount of people we get on the beach.

ADVERTISING



"Coming from Tassie I thought Mooloolaba got busy during summer and then I moved here and it's just on a whole different level."

Mr Bevilacqua made the move south after his girlfriend was offered a place in a Sydney fashion school.



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11/17/2017

'It's definitely an eye-opener': Coast lifeguards hit Bondi | Sunshine Coast Daily



Joel and Juliana join Tommo and Wally as the new recruits on the new season of Bondi Rescue, led by head lifeguard Bruce "Hoppy" Hopkins (centre).

Network Ten

The pair moved in with another former Mooloolaba lifeguard and good mate, Jackson Doolan, who encouraged Mr Bevilacqua to join the lifeguards at Bondi.

"I didn't really need to be told twice," Mr Bevilacqua said.

"It is a great job, it's an amazing lifestyle and we're very, very lucky to be able to do what we do."

As for the fame that goes with patrolling Australia's iconic beach, Mr Bevilacqua said he hadn't spent too much time thinking about the television side of things.

"My brother keeps telling everyone that I'm going to be on it but I'm trying to keep a lid on it," he said.

"I'm a new recruit. I'm sort of more focussed on doing a good job at the moment."

Ex-Noosa lifeguard Juliana Bahr-Thompson said having camera crews around offered an opportunity to debrief after major incidents.

"It (Bondi) is definitely an eye-opener," she said.

"There's so much happening all day; you're there for 13 hours and you're on your toes pretty much that entire time."



Juliana Bahr-Thompson joins the Bondi Rescue team.

Network Ten

Bondi might not have Noosa's warm waters and point breaks for a lunch time surf, but the "fast-forward" pace has set just the challenge Ms Bahr-Thompson was seeking.

"I guess I had lifeguarded on so many different beaches across the east coast and I purely just wanted to test out my emergency response skills and test out my lifeguarding ability in the busiest beach in Australia.

"So it was purely for personal testing reasons, you know just being competitive with myself and seeing how I performed under pressure.

"I'm learning a lot, every day I'm constantly learning. It's been a really positive change."

Being one of only two female lifeguards on the beach means Ms Bahr-Thompson has to push herself even harder, but that's a challenge she enjoys.

"You've got to match their skills and abilities so you've really got to kind-of almost out-perform yourself sometimes to match their level," she said.

"It's really tricky, physically it's quite a hard job to get your foot in the door with.

"I mean once you get your foot in the door it's a matter of maintaining the best and highest level of fitness that you can, so you pretty much feel like a professional athlete, the way you've got to maintain your body and train just to make sure every day you're fit and ready to work."

Bondi Rescue season 12 starts on Sunday, January 29 at 6.30pm, on channels TEN and TEN HD.

<https://www.sunshinecoastdaily.com.au/news/its-definitely-an-eye-opener-coast-lifeguards-hit/3136528/>

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REPORT CM/7.7/17.12



Subject: Bronte House - National Heritage Listing

TRIM No.: A13/0628

Author: Julia Hardiman, Manager Urban Design and Heritage
George Bramis, Executive Manager, Shaping Waverley

Director: Peter Monks, Director Waverley Futures

RECOMMENDATION:

That Council not proceed with a nomination for National Heritage Listing of Bronte House at this time, given that based on existing evidence, such a nomination is unlikely to be successful.

1. Executive Summary

In June 2017 the Operations Committee resolved to undertake a two stage process for the potential nomination of Bronte House for the National Heritage Register (NHR). The following report reflects Stage 1 of the agreed upon process which outlined that Council's Heritage expert would:

"Investigate and research the national context of Bronte House and gardens to establish the qualities or values that make it outstanding to the nation to ensure Bronte House and gardens meet one or more of the nine National Heritage significance criteria."

Following the heritage assessment of Bronte House against the nine criteria and undertaking a comparative study against existing National Heritage Items, it is considered unlikely that Bronte House would qualify for the NHL.

2. Introduction/Background

Following recent revision of the Bronte House Conservation Management Plan [CMP] by Clive Lucas, Stapleton and Partners Pty Ltd, Council determined that investigation be made as to listing Bronte House and Grounds in the Australian National Heritage Listing [formerly the Register of the National Estate]. The Bronte House CMP makes no recommendation for inclusion in the Australian National Heritage Listing.

The National Heritage List is Australia's list of our most valued natural, Indigenous and historic heritage sites. They reflect the richness of our natural heritage and the story of our development, from original inhabitants to present day, Australia's spirit and ingenuity, and unique, living landscapes. For example, Old Parliament House in Canberra. The number of buildings included in the register in NSW being limited and best described as those of exceptional national significance.

Only five sites in central Sydney are included, these being the Sydney Opera House, the Harbour Bridge, Hyde Park Barracks, the Cyprus Hellene Club Central Hall and First Government House site. In Metropolitan Sydney sites are similarly rare; these being Bondi Beach, Cockatoo Island, Government House and Grounds at Parramatta and North Head. Sites such as the current Government House, The Mint, Parliament House,

Elizabeth Farm, Vacluse House and Macquarie Lighthouse, whilst prominent in the imagery and history of Sydney, are not included in the List.

The rarity of listings emphasises the association of sites with national awareness – from Pre European Settlement to contemporary Australian Culture. Age, human endeavour and aesthetic excellence are not prerequisites of listing with natural places forming a significant portion of the listings. Inclusion is determined by assessment criteria not unlike those employed for local and State listings but with emphasis on significance at a national level. For example the Cyprus Hellene Club Central Hall is included as the site of the first national Indigenous protest action [1938], not for any association with Post War Migration or multiculturalism.

In 2017, the Waverley Cemetery nomination for National Listing was unsuccessful despite its strong case for National Heritage Significance. A Council assessment against the NHL criteria concluded that the site held High levels of national significance due to its prominent location and association with famous Australians but the request was declined.

Places on the National Heritage List are protected under the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act), which requires that approval be obtained before any action takes place that could have a significant impact on the national heritage values of a listed place. The EPBC Act protects the listed values of a place but not every aspect of the place in its entirety. As each place may have different heritage values, specific requirements or approval processes may vary from place to place. If proposed works would have a significant impact on the listed values, then the proponent of those works would need to obtain the Minister's approval under the EPBC Act.

3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Council Meeting 12/04/2017	CM/8.3/17.04	1. Council investigates listing Bronte House and Grounds on the Australian National Heritage List (formerly the Register of the National Estate). 2. Officers report back to Council with their recommendations.
Operations Meeting 6/06/2017	OC/5.1/17.06	That Council supports a nomination to the Minister to list Bronte House on the national Australian Heritage Register (NHR) in two stages: Stage 1: Investigate and research the national context of Bronte House and gardens to establish the qualities or values that make it outstanding to the nation to ensure Bronte House and gardens meet one or more of the nine National Heritage significance criteria. Stage 2: Prepare and submit the nomination form to the Minister on the basis that Bronte House and gardens has qualities that make it outstanding to the nation.

4. Discussion

The National Heritage criteria against which the heritage values of a place are assessed are:

- a. *the place has outstanding heritage value to the nation because of the place's importance in the course, or pattern, of Australia's natural or cultural history*
- b. *the place has outstanding heritage value to the nation because of the place's possession of uncommon, rare or endangered aspects of Australia's natural or cultural history*
- c. *the place has outstanding heritage value to the nation because of the place's potential to yield information that will contribute to an understanding of Australia's natural or cultural history*
- d. *the place has outstanding heritage value to the nation because of the place's importance in demonstrating the principal characteristics of:*
 - i. *a class of Australia's natural or cultural places; or*
 - ii. *a class of Australia's natural or cultural environments;*
- e. *the place has outstanding heritage value to the nation because of the place's importance in exhibiting particular aesthetic characteristics valued by a community or cultural group*
- f. *the place has outstanding heritage value to the nation because of the place's importance in demonstrating a high degree of creative or technical achievement at a particular period*
- g. *the place has outstanding heritage value to the nation because of the place's strong or special association with a particular community or cultural group for social, cultural or spiritual reasons*
- h. *the place has outstanding heritage value to the nation because of the place's special association with the life or works of a person, or group of persons, of importance in Australia's natural or cultural history*
- i. *the place has outstanding heritage value to the nation because of the place's importance as part of Indigenous tradition.*

Of the assessment criteria for national significance only two are considered applicable to Bronte House and grounds namely:

Criterion (e): The place has outstanding heritage value to the nation because of the place's importance in exhibiting particular aesthetic characteristics valued by a community or cultural group.

Whilst Bronte House and Grounds compare favourably with other examples of picturesque gothic villas constructed in Colonial Australia and now exceptionally rare, it is noted that none have been included in the National Heritage List. It is unlikely that Bronte House would be accepted onto the National Heritage List based on this criteria.

Criterion (h) the place has outstanding heritage value to the nation because of the place's special association with the life or works of a person, or group of persons, of importance in Australia's natural or cultural history.

Bronte House and Grounds are associated with a number of people including Robert Lowe an influential member of the Colonial Government and his wife Georgina Lowe who completed the house, established the estate lands and designed and laid out the garden. Robert Lowe's legislative and political activities between 1842 and 1850 furthered the role of responsible government in NSW and prevented efforts to renew transportation to the Colony in 1849.

The place is also associated with Colonial Architect Mortimer Lewis, who is credited with the initial design of the house and it is therefore one of only a small group of houses designed by one of the most accomplished architects in Australia in the pre- 1850's period.

It is not considered likely that these aspects of significance would ensure inclusion in the Australian National Heritage Listing. Aesthetic qualities of buildings have achieved listing in only three identified buildings namely Walter Burley Griffins Newman College Melbourne, Jorn Utzon's Sydney Opera House and

the boom style Ripponlea in Melbourne. Other listings including reference to designers are limited and associated with sites of broad significance such as Francis Greenways Hyde Park Barracks and William Archers Woolmers Homestead in Northern Tasmania.

Whilst nominations for national listing are open to the overall population and implications of listing are comparable to those of State Listings (with the possibility of Federal assistance funding), the incidence of inclusion remains limited due to the strenuous assessment criteria and exceptionally high standard established by existing listed items.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: L5 Buildings are well-designed, safe and accessible and the new is balanced with the old.
Strategy: L5b Protect and maintain heritage significant buildings while ensuring they are fit for use.
Deliverable: An ongoing public education campaign on heritage and good design including annual Heritage and Urban Design Awards.

6. Financial impact statement/Timeframe/Consultation

Should Council decide to undertake the preparation of a submission, it would require further detailed assessment of Bronte House and grounds and the importance of Robert and Georgina Lowe and Mortimer Lewis in the cultural development of Colonial Australia. Preparation of a submission including associated research is estimated to require 3-4 months allowing for other commitments by Councils Heritage Officers.

Cost implications associated with engaging an experienced heritage consultant to prepare a submission seeking a National heritage Listing are estimated at approximately \$20,000. No such allocation has been budgeted.

7. Conclusion

In conclusion, the following points are considered noteworthy:

- The Bronte House CMP makes no recommendation for inclusion in the Australian National Heritage List (NHL).
- The NHL includes Australia's most valued natural, indigenous and historic heritage sites.
- Only five sites in central Sydney are included being the Opera House, Harbour Bridge, Hyde Park Barracks, Cyprus Hellene Central Hall and First Government House
- The rarity of NHL emphasises the association of sites with national awareness.
- The submission to list the Waverley Cemetery on the NHL was not successful.
- Following an assessment undertaken by Council's Heritage Advisor which considered the criteria for national significance, only two criteria were considered applicable to Bronte House. In both those instances however, the aspects of significance for Bronte House did not compare favourably when assessed against other NHL items.

Given the strenuous assessment criteria and exceptionally high standard established by existing listings, it is unlikely that Bronte House would qualify for the NHL.

8. Attachments:

Nil

REPORT CM/7.8/17.12



Subject: New Councillor Expenses and Facilities Policy

TRIM No.: A17/0452

Author: Jane Worthy, Internal Ombudsman

Director: Cathy Henderson, Acting General Manager

RECOMMENDATION:

That Council:

1. Adopts the attached draft Councillor Expenses and Facilities Policy for the purposes of public exhibition pursuant to s 253(1) of the *Local Government Act 1993*.
2. Extends the exhibition period until 26 January 2018.
3. Receives a further report following the closure of the exhibition period.

1. Executive Summary

Under section 252 of the *Local Government Act 1993* (the Act), Council must adopt a councillor expenses and facilities policy within 12 months of the commencement of a new Council term. This report sets out the proposed new Councillor and Expenses Facilities Policy for Waverley Council, using the new Office of Local Government (OLG) model template, which has been developed as a best practice model for use by all councils in New South Wales.

The purpose of this report is for Council to adopt a draft policy outlining the expenses and facilities to be paid to Councillors for the current term for the purposes of public exhibition. Section 253(1) of the Act requires Council to place the draft policy on public exhibition for a minimum of 28 days. Following exhibition, the new draft policy will be resubmitted to Council in February 2018 for adoption.

Due to the holiday season, an extended exhibition period is proposed, which will allow six weeks for submissions.

2. Introduction/Background

The new OLG Councillor Expenses and Facilities Policy template was issued in June 2017, and has been prepared to be consistent with the *Local Government Act 1993* (the Act), best practice and community expectations. For the purposes of this policy, 'expenses' refer to costs incurred by Councillors in the course of their civic duties, which are reimbursed by Council; and 'facilities' refer to a service provided by Council to assist Councillors in carrying out their civic duties.

In keeping with this model template, the draft Waverley policy includes maximum expenditure limits for specific expenses, which have been determined considering:

- Previous Councillor expenditure trends.

- Limits set by several other Councils as a benchmark.
- Community expectations.

The draft Waverley policy attached to this report shows the proposed changes to the model template in mark-up to highlight the Waverley-specific amendments.

Once exhibited and adopted, Council's policy must be made publicly available on Council's website. A report must be presented to Council every six months outlining expenditure per Councillor, and this information must also be available on Council's website.

The draft Waverley Policy (attached) covers the same matters as our previous policy, with the addition of a professional development plan for each Councillor, and Councillor parking permits.

The OLG released its Consultation Paper on Councillor Induction and Professional Development Guideline's on 6 December 2017, which will guide Council in developing an appropriate plan for each Councillor. The OLG Circular No 17-39 states that Councils will be required to report on Councillor induction and ongoing professional development activities and make this information publicly available on their websites. Details of these requirements will be provided to Council in due course.

Councillors attended a workshop on 5 December to discuss the draft policy. Feedback gathered at the workshop, together with a Councillor submission, has been considered, and some adjustments have been made to the draft policy. Council may wish to further amend the draft policy before it goes on exhibition.

3. Relevant Council Resolutions

Nil.

4. Discussion

The principles that underpin the draft policy are:

- Upper monetary limits for expenses have been included for each expenses category.
- Expenses and facilities that are not specifically mentioned in the new policy are not allowed.
- Reimbursement of expenses and the use of facilities is only for civic duties. Councillors can only claim the civic duty portion of expenses.
- All expenses are to be paid by Councillors and then reimbursed.
- Expense claims must be submitted within three months of expenses being incurred.
- Individual professional development plans to be developed for each Councillor.
- Meal and travel reimbursement rates are pegged to the Local Government Award, not to the Australian Tax Office (ATO).
- CPI adjustments not provided for.
- All monetary limits are GST-exclusive. Tax invoices and receipts must be submitted with each claim.
- New six-monthly reporting requirement to Council and on Council's website. These reports will include expenditure summarised by individual councillor and as a total for all Councillors.

- All unexpended facilities and/or equipment relinquished upon a Councillor ceasing to hold office.
- All equipment remains the property of Council (return or buy back at end of term)
- Unexpended monetary amounts do not accumulate from year-to-year, with the exception of ICT equipment expenses.
- In the first year following a Council election, a Councillor can expend the first and second year's allowances for ICT equipment and professional development, if required.

Specific issues raised at Councillor workshop

The following matters were specifically raised at the workshop as needing further discussion and consideration prior to adopting the draft policy for exhibition.

Information and communications technology (ICT) expenses

Following feedback, it is proposed to keep the ICT device (equipment) and ICT usage (plans and data) allowances as separate categories, as per our current policy.

The proposed allowances are as follows:

- ICT device (equipment) = \$2,000 per year exclusive of GST (which is more than the current allowance due to GST).
- ICT usage (plans and data) = \$4,080 per year exclusive of GST (which is equivalent to the current amount, rounded down).

The first and second year's ICT device (equipment) allowance can be expended in the first year following a Council election, and this allowance will be able to carry over from year to year within the term.

Home office

Following feedback and a further review of actual expenditure, the allocated amount for home office has been adjusted to \$1,000 per year in recognition of the high cost of print cartridges for domestic printers. Council will be considering other options to meet Councillors' printing requirements, which will also consider the environment and overall efficiencies. However, the increased amount in this category should enable Councillors to print as required in the meantime.

Carer's allowance

At the Councillor workshop, discussion indicated that further consideration of how to calculate the monetary limit was required.

The draft policy provides an allowance of \$2,000 per year per Councillor for this category. The proposed carer's allowance covers Councillors who are the principal carer of a child or elderly, disabled and/or sick immediate family members and entitles them to reimbursement of a carer's expenses to attend at official business of Council.

In proposing the rate of \$2,000 per year, a comparison of other Councils was undertaken. The table below summarises the respective amounts allocated by the various Council reviewed.

	Waverley current policy	Woollahra Council	Randwick Council	Inner West Council	City of Sydney Council	Bayside Council	North Sydney Council
Carer expenses	Provided for but no limit is specified	\$3,300 per Cr per year	\$1,200 per Cr per year	\$3,000 per Cr per year	\$6,000 per Cr per year	Up to \$150 per day	\$85 per 4 hour engagement of carer

As with all categories in the policy, we considered the previous Councillor expenditure trends, benchmarks with other Councils and community expectations. In relation to previous Councillor trends, although this an uncapped allowance in our current policy, we have not reimbursed any claims to date. The above table demonstrates where the proposed limit sits with other Council provision. As Councillors may be in the best position to determine community expectations, Council may wish to adjust the proposed amount accordingly and test the view of the community during exhibition.

Ownership

In the current policy, there is an anomaly about ownership of equipment. Where Councillors arranged the purchase of equipment and are then reimbursed by Council, the policy states that the equipment remains the property of the Councillor. However, where the equipment was provided by Council the policy states that the equipment is owned by Council.

There are three key issues with the current policy, which allows Councillors to 'own' equipment purchased by Council:

1. All equipment purchased by Council must be entered in, and remain on, Council's asset register until it is disposed of.
2. The equipment may constitute a 'gift' to Councillors.
3. It creates inequity amongst Councillors, creating in effect a two-tiered system where those who use equipment provided by Council are subject to a buy-back provision at a written down market value if they wish to keep the equipment at the end of the term, whereas those who buy and are reimbursed are not required to enter into a buy-back arrangement.

The proposed policy removes this anomaly by clarifying that all equipment remains the property of Council, and must be returned at the end of the term, subject to buy-back provisions.

Councillor parking permit

We have received advice that Councillors can be issued with a parking permit under the RMS Guidelines, provided that the facility is included in the Councillor Expenses and Facilities Policy. The provision of one parking permit per Councillor has therefore been included in the draft policy for exhibition.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

- Direction: G1 Inspiring community leadership is achieved through decision making processes that are open, transparent, corruption resistant and based on sound integrated planning.
- Strategy: G1a Develop and maintain a framework of plans and policies that ensures open and transparent operations that facilitate equitable benefit sharing and progress towards sustainability.

Deliverable: Significant governance policies developed and existing policies reviewed regularly and access to Council's policy register provided.

6. Financial impact statement/Timeframe/Consultation

There will be some financial and budget implications flowing from this policy if it is adopted, which will need to be quantified once the final policy is adopted. There will be a need to increase the Councillors' budget to cover new upper limits for the various categories and the new professional development plan requirement. This will be done at the quarterly review prior to adoption.

The statutory exhibition period is 28 days. However, it is proposed to extend this until the end of January due to the holiday period. It is proposed to report back to Council in February 2018 to consider submissions and adoption of the policy.

Once adopted, the new policy will apply and further information about transition arrangements will be provided in the February report.

7. Conclusion

Council needs to review the proposed draft policy, taking into account some of the specific issues raised at the workshop, noting that some adjustments have already been incorporated into the draft attached to this report. The version adopted at the meeting will be placed on public exhibition, as required by the Act.

8. Attachments:

1. New Councillor Expenses and Facilities Policy - DRAFT

Councillor Expenses and Facilities Policy

DRAFT

Contents

Policy summary

Part A – Introduction

1. Introduction
2. Policy objectives
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- Appendix I – Related legislation, guidance and policies
- Appendix II – Definitions

Policy summary

This policy enables the reasonable and appropriate reimbursement of expenses and provision of facilities to councillors to help them undertake their civic duties.

It ensures accountability and transparency, and seeks to align councillor expenses and facilities with community expectations. Councillors must not obtain private or political benefit from any expense or facility provided under this policy.

The policy has been prepared in accordance with the *Local Government Act 1993* (the Act) and *Local Government (General) Regulation 2005* (the Regulation), and complies with the Office of Local Government's Guidelines for the payment of expenses and provision of facilities to Mayors and Councillors in NSW.

The policy sets out the maximum amounts council will pay for specific expenses and facilities. Expenses not explicitly addressed in this policy will not be paid or reimbursed.

The main expenses and facilities are summarised in the table below. All monetary amounts are exclusive of GST. Unexpended monetary amounts do not carry over unless otherwise specified in this policy.

Expense or facility	Maximum amount	Frequency
General travel expenses	\$[insert750] per councillor \$[insert750] for the Mayor	Per year
Interstate, overseas and long distance intrastate travel expenses	\$[insert12,000] total for all councillors	Per year
Accommodation and meals	As per the NSW Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, adjusted annually	Per meal/night
Professional development	\$[insert2,500] per councillor	Per year, <u>except for the first year following an election where the second year's allowance can be expended.</u>
Conferences and seminars	\$[insert15,000] total for all councillors	Per year
ICT <u>device (equipment)</u> expenses	\$[insert2,000] per councillor	Per year, <u>except for the first year following an election where the second year's allowance can be expended. Unexpended monetary amounts carry over from year to year until the end of the Council term</u>
<u>ICT usage (plans/data) expenses</u>	<u>\$4,080</u>	<u>Per year</u>
Carer expenses	\$[insert2,000] per councillor	Per year
Home office expenses	\$[insert1,000] per councillor	Per year

Expense or facility	Maximum amount	Frequency
Postage stamps	[insert]	Per year
Christmas or festive cards	[insert] per councillor [insert] for the mayor	Per year
Access to facilities in a councillor common room [where applicable Clause 9.1]	Provided to all councillors	Not relevant
Council vehicle and fuel card [where applicable Clause 10]	Provided to the mayor	Not relevant
Reserved parking space at Council offices	Provided to the mayor	Not relevant
Furnished office [where applicable Clause 10]	Provided to the mayor	Not relevant
Number of exclusive staff supporting Mayor and Councillors [where applicable Clause 10]	<u>Two full-time staff</u>	Not relevant

Additional costs incurred by a councillor in excess of these limits are considered a personal expense that is the responsibility of the councillor.

Councillors must provide claims for reimbursement within three months of an expense being incurred. Claims made after this time cannot be approved.

Detailed reports on the provision of expenses and facilities to councillors will be publicly tabled at a council meeting every six months and published in full on council's website. These reports will include expenditure summarised by individual councillor and as a total for all councillors.

Part A – Introduction

1. Introduction

- 1.1. The provision of expenses and facilities enables councillors to fulfil their civic duties as the elected representatives of ~~[insert name] council~~ Waverley Council.
- 1.2. The community is entitled to know the extent of expenses paid to councillors, as well as the facilities provided.
- 1.3. The purpose of this policy is to clearly state the facilities and support that are available to councillors to assist them in fulfilling their civic duties.
- 1.4. Council staff are empowered to question or refuse a request for payment from a councillor when it does not accord with this policy.
- 1.5. Expenses and facilities provided by this policy are in addition to fees paid to councillors. The minimum and maximum fees a council may pay each councillor are set by the Local Government Remuneration Tribunal as per Section 241 of the Act and reviewed annually. Council must adopt its annual fees within this set range.

2. Policy objectives

- 2.1. The objectives of this policy are to:
 - enable the reasonable and appropriate reimbursement of expenses incurred by councillors while undertaking their civic duties
 - enable facilities of a reasonable and appropriate standard to be provided to councillors to support them in undertaking their civic duties
 - ensure accountability and transparency in reimbursement of expenses and provision of facilities to councillors
 - ensure facilities and expenses provided to councillors meet community expectations

- support a diversity of representation
- fulfil the council's statutory responsibilities.

3. Principles

- 3.1. Council commits to the following principles:
- **Proper conduct:** councillors and staff acting lawfully and honestly, exercising care and diligence in carrying out their functions
 - **Reasonable expenses:** providing for councillors to be reimbursed for expenses reasonably incurred as part of their role as councillor
 - **Participation and access:** enabling people from diverse backgrounds, underrepresented groups, those in carer roles and those with special needs to serve as a Councillor
 - **Equity:** there must be equitable access to expenses and facilities for all councillors
 - **Appropriate use of resources:** providing clear direction on the appropriate use of council resources in accordance with legal requirements and community expectations
 - **Accountability and transparency:** clearly stating and reporting on the expenses and facilities provided to councillors.

4. Private or political benefit

- 4.1. Councillors must not obtain private or political benefit from any expense or facility provided under this policy.
- 4.2. Private use of council equipment and facilities by councillors may occur from time to time. For example, telephoning home to advise that a council meeting will run later than expected.
- 4.3. Such incidental private use does not require a compensatory payment back to council.
- 4.4. Councillors should avoid obtaining any greater private benefit from Council than an incidental benefit. Where there are unavoidable circumstances and more substantial private use of council facilities does occur, councillors must reimburse the council.
- 4.5. Campaigns for re-election are considered to be a political benefit. The following are examples of what is considered to be a political interest during a re-election campaign:
- production of election material
 - use of council resources and equipment for campaigning
 - use of official council letterhead, publications, websites or services for political benefit
 - fundraising activities of political parties or individuals, including political fundraising events.

Part B – Expenses

5. General expenses

- 5.1. All expenses provided under this policy will be for a purpose specific to the functions of holding civic office. Allowances for general expenses are not permitted under this policy.
- 5.2. Expenses not explicitly addressed in this policy will not be paid or reimbursed.

6. Specific expenses

General travel arrangements and expenses

- 6.1. All travel by councillors should be undertaken using the most direct route and the most practicable and economical mode of transport.
- 6.2. Each councillor may be reimbursed up to a total of \$~~insert~~750 per year, and the mayor may be reimbursed up to a total of \$~~insert~~750 per year (in addition to the use of the mayoral vehicle; see Section 10 of this policy), for travel expenses incurred while undertaking official business or professional development or attending approved conferences and seminars within NSW. This includes reimbursement:
 - for public transport fares
 - for the use of a private vehicle or hire car
 - for parking costs for Council and other meetings
 - for tolls
 - by Cabcharge card or equivalent for taxi fares. Upon request, a maximum of four Cabcharge tickets will be issued by the Internal Ombudsman, Governance and Civic department to a councillor at any one time. No further tickets will be issued until all receipts associated with previously issued tickets have been submitted to the Internal Ombudsman, Governance and Civic department.
 - for documented ride-share programs, such as Uber, where tax invoices can be issued.
- 6.3. Allowances for the use of a private vehicle will be reimbursed by kilometre at the rate contained in the Local Government (State) Award.
- 6.4. Councillors seeking to be reimbursed for use of a private vehicle must keep a log book recording the date, distance and purpose of travel being claimed. Copies of the relevant log book contents must be provided with the claim.

Interstate, overseas and long distance intrastate travel expenses

- 6.5. [Councils located on state borders may wish to include the following clause: Given Council's location [on or near] an interstate border, travel to [insert state name] will be considered as general travel. Arrangements and expenses for this travel will be governed by Clauses 6.1-6.4]. This clause does not apply to Waverley Council.
- 6.6. In accordance with Section 4 of this policy, Council will scrutinise the value and need for councillors to undertake overseas travel. Councils should avoid interstate, overseas and long distance intrastate trips unless direct and tangible benefits can be established for the council and the local community. This includes travel to sister and friendship cities.
- 6.7. Total interstate, overseas and long distance intrastate travel expenses for all councillors will be capped at a maximum of \$~~insert~~12,000 per year. This amount will be set aside in Council's annual budget.
- 6.8. Councillors seeking approval for any interstate and long distance intrastate travel must submit a case to, and obtain the approval of, the general manager prior to travel.
- 6.9. Councillors seeking approval for any overseas travel must submit a case to, and obtain the approval of, a full council meeting prior to travel.
- 6.10. The case should include:
 - objectives to be achieved in travel, including an explanation of how the travel aligns with current council priorities and business, the community benefits which will accrue as a result, and its relevance to the exercise of the councillor's civic duties
 - who is to take part in the travel
 - duration and itinerary of travel
 - a detailed budget including a statement of any amounts expected to be reimbursed by the participant/s.

- 6.11. For interstate and long distance intrastate journeys by air of less than three hours, the class of air travel is to be economy class.
- 6.12. For interstate journeys by air of more than three hours, the class of air travel may be premium economy.
- 6.13. For international travel, the class of air travel is to be premium economy if available. Otherwise, the class of travel is to be economy.
- 6.14. Bookings for approved air travel are to be made through the general manager's office.
- 6.15. For air travel that is reimbursed as council business, councillors will not accrue points from the airline's frequent flyer program. This is considered a private benefit.

Travel expenses not paid by Council

- 6.16. Council will not pay any traffic or parking fines or administrative charges for road toll accounts.

Accommodation and meals

- 6.17. ~~[Rural and regional councils may wish to include the following clause:] In circumstances where it would introduce undue risk for a councillor to travel to or from official business in the late evening or early morning, reimbursement of costs for accommodation and meals on the night before or after the meeting may be approved by the general manager. This includes where a meeting finishes later than 9.00pm or starts earlier than 7.00am and the councillor lives more than 50 kilometres from the meeting location. This clause does not apply to Waverley Council.~~
- 6.18. Council will reimburse costs for accommodation and meals while councillors are undertaking prior approved travel or professional development outside ~~[insert relevant region e.g. metropolitan Sydney/the Hunter/the Murray metropolitan Sydney].~~
- 6.19. The daily limits for accommodation and meal expenses within Australia are to be consistent with those set out in Part B Monetary Rates of the NSW Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as adjusted annually.
- 6.20. The daily limits for accommodation and meal expenses outside Australia are to be determined in advance by the general manager, being mindful of Clause 6.19.
- 6.21. Councillors will not be reimbursed for alcoholic beverages.

Refreshments for council related meetings

- 6.22. Appropriate refreshments will be available for council meetings, council committee meetings, councillor briefings, approved meetings and engagements, and official council functions as approved by the general manager.
- 6.23. As an indicative guide for the standard of refreshments to be provided at council related meetings, the general manager must be mindful of Part B Monetary Rates of the NSW Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as adjusted annually.

Professional development

- 6.24. Council will set aside \$~~[insert]~~2,500 per councillor annually in its budget to facilitate professional development of councillors through programs, training, education courses and membership of professional bodies. In the first year following a Council election, a councillor may expend the first and second year allowance if required.
- 6.25. In the first year of a new council term, Council will provide a comprehensive induction program for all councillors which considers any guidelines issued by the Office of Local Government (OLG). The cost of the induction program will be in addition to the ongoing professional development funding.
- 6.26. Annual membership of professional bodies will only be covered where the membership is relevant to the exercise of the councillor's civic duties, the councillor actively participates in the body and the cost of membership is likely to be fully offset by savings from attending events as a member.

- 6.27. Approval for professional development activities is subject to a prior written request to the general manager outlining the:
- details of the proposed professional development
 - relevance to council priorities and business
 - relevance to the exercise of the councillor's civic duties.
- 6.28. In assessing a councillor request for a professional development activity, the general manager must consider the factors set out in Clause 6.27, as well as the cost of the professional development in relation to the councillor's remaining budget.

Conferences and seminars

- 6.29. Council is committed to ensuring its councillors are up to date with contemporary issues facing council and the community, and local government in NSW.
- 6.30. Council will set aside a total amount of ~~\$(insert)~~\$15,000 annually in its budget to facilitate councillor attendance at conferences and seminars ~~-, including the Local Government NSW Annual Conference.~~ This allocation is for all councillors. The general manager will ensure that access to expenses relating to conferences and seminars is distributed equitably.
- 6.31. Approval to attend a conference or seminar is subject to a written request to the general manager. In assessing a councillor request, the general manager must consider factors including the:
- relevance of the topics and presenters to current council priorities and business and the exercise of the councillor's civic duties
 - cost of the conference or seminar in relation to the total remaining budget.
- 6.32. Council will meet the reasonable cost of registration fees, transportation and accommodation associated with attendance at conferences approved by the general manager. Council will also meet the reasonable cost of meals when they are not included in the conference fees. Reimbursement for accommodation and meals not included in the conference fees will be subject to Clauses 6.18-6.21.

Information and communications technology (ICT) expenses

- 6.33. Council will ~~provide or~~ reimburse councillors for expenses associated ~~-with-~~ with:
- ~~* appropriate ICT devices (equipment) and services up to a limit of \$(insert)~~\$2,000 per year for each councillor. This may include ~~computers, mobile phones and tablets, mobile phone and tablet services and data,~~ home internet ~~cost~~hardware; printing hardware; software/apps; digital subscriptions; and maintenance/support. In the first year following a Council election, a councillor may expend the first and second year's ICT devices allowance -if required for initial set-up. Unexpended -monetary amounts carry over from year to year until the end of the Council term.
- ~~* appropriate ICT usage (data/plans) up to a limit of \$4,080 per year for each councillor. This may include telephone calls and data.~~
- 6.34. Reimbursements will be made only for communications devices and services used for councillors to undertake their civic duties, such as:
- receiving and reading council business papers
 - relevant phone calls and correspondence
 - diary and appointment management.
- 6.35. ~~Councillors may seek reimbursement for applications on their mobile electronic communication device that are directly related to their duties as a councillor, within the maximum limit.~~

Special requirement and carer expenses

- 6.36. Council encourages wide participation and interest in civic office. It will seek to ensure council premises and associated facilities are accessible, including provision for sight or hearing impaired councillors and those with other disabilities.

- 6.37. Transportation provisions outlined in this policy will also assist councillors who may be unable to drive a vehicle.
- 6.38. In addition to the provisions above, the general manager may authorise the provision of reasonable additional facilities and expenses in order to allow a councillor with a disability to perform their civic duties.
- 6.39. Councillors who are the principal carer of a child or other elderly, disabled and/or sick immediate family member will be entitled to reimbursement of carer's expenses up to a maximum of ~~\$[insert]2,000~~ per year for attendance at official business, ~~plus reasonable travel from the principal place of residence.~~
- 6.40. Child care expenses may be claimed for children up to and including the age of 16 years where the carer is not a relative.
- 6.41. In the event of caring for an adult person, councillors will need to provide suitable evidence to the general manager that reimbursement is applicable. This may take the form of advice from a medical practitioner.

Home office expenses (including stationery)

- 6.42. In addition to ICT expenses (Clauses 6.33-6.35), ~~Each each~~ councillor may be reimbursed up to ~~\$[insert]1,000~~ per year for costs associated with the maintenance of a home office, such as minor items of consumable stationery (including paper and pens) and printer ink cartridges.

7. Insurances

- 7.1. In accordance with Section 382 of the Local Government Act, Council is insured against public liability and professional indemnity claims. Councillors are included as a named insured on this policy.
- 7.2. Insurance protection is only provided if a claim arises out of or in connection with the councillor's performance of his or her civic duties, or exercise of his or her functions as a councillor. All insurances are subject to any limitations or conditions set out in the policies of insurance.
- 7.3. Council shall pay the insurance policy excess in respect of any claim accepted by council's insurers, whether defended or not.
- 7.4. Appropriate travel insurances will be provided for any councillors travelling on approved interstate and overseas travel on council business.

8. Legal assistance

- 8.1. Council may, if requested, indemnify or reimburse the reasonable legal expenses of:
- a councillor defending an action arising from the performance in good faith of a function under the Local Government Act provided that the outcome of the legal proceedings is favourable to the councillor
 - a councillor defending an action in defamation, provided the statements complained of were made in good faith in the course of exercising a function under the Act and the outcome of the legal proceedings is favourable to the councillor
 - a councillor for proceedings before an appropriate investigative or review body, provided the subject of the proceedings arises from the performance in good faith of a function under the Act and the matter has proceeded past any initial assessment phase to a formal investigation or review and the investigative or review body makes a finding substantially favourable to the councillor.
- 8.2. In the case of a code of conduct complaint made against a councillor, legal costs will only be made available where the matter has been referred by the general manager to a conduct reviewer and the conduct reviewer has commenced a formal investigation of the matter and makes a finding substantially favourable to the councillor.

- 8.3. Legal expenses incurred in relation to proceedings arising out of the performance by a councillor of his or her functions under the Act are distinguished from expenses incurred in relation to proceedings arising merely from something that a councillor has done during his or her term in office. For example, expenses arising from an investigation as to whether a councillor acted corruptly would not be covered by this section.
- 8.4. Council will not meet the legal costs:
 - of legal proceedings initiated by a councillor under any circumstances
 - of a councillor seeking advice in respect of possible defamation, or in seeking a non-litigious remedy for possible defamation
 - for legal proceedings that do not involve a councillor performing their role as a councillor.
- 8.5. Reimbursement of expenses for reasonable legal expenses must have Council approval by way of a resolution at a council meeting prior to costs being incurred.

Part C – Facilities

9. General facilities for all councillors

Facilities

- 9.1. Council will provide the following facilities to councillors to assist them to effectively discharge their civic duties:
 - ~~a councillor common room appropriately furnished to include telephone, photocopier, printer/scanner, desks, computer terminals, and pigeon holes and appropriate refreshments (excluding alcohol)~~
 - ~~one councillor parking permit per councillor~~
 - ~~access to shared car parking spaces while attending council offices on official business~~
 - ~~personal protective equipment for use during site visits~~
 - ~~a name badge which may be worn at official functions, indicating that the wearer holds the office of a councillor and/or mayor or deputy mayor.~~
- 9.2. Councillors may book meeting rooms for official business in a specified council building at no cost. Rooms may be booked through a specified officer in the mayor's office or other specified staff member.
- 9.3. The provision of facilities will be of a standard deemed by the general manager as appropriate for the purpose.

Stationery

- 9.4. Council will also provide the following ~~stationery~~ to councillors each year:
 - e-letterhead, to be used only for correspondence associated with civic duties
 - business cards up to a value of \$150 per year
 - ~~up to [insert] ordinary postage stamps~~
 - ~~up to [insert] Christmas or festive cards per year for councillors and [insert] for the mayor.~~
- 9.5. ~~As per Section 4, stamps shall only be used to support a councillor's civic duties. Councillor mail will only be posted using the stamps provided. Any stamps not used will not be carried over to the next year's allocation.~~

Administrative support

- 9.6. Council will provide administrative support to councillors to assist them with their civic duties only. Administrative support may be provided by staff in the mayor's office or by a member of council's administrative staff as arranged by the general manager or their delegate.

- 9.7. As per Section 4 of this policy, council staff are expected to assist councillors with civic duties only, and not assist with matters of personal or political interest, including campaigning.

10. Additional facilities for the mayor

- 10.1. Council will provide to the mayor a maintained vehicle to a similar standard of other council vehicles, with a fuel card. The vehicle will be supplied for use on business, professional development and attendance at the mayor's office.
- 10.2. The mayor must keep a log book setting out the date, distance and purpose of all travel. This must include any travel for private benefit. The log book must be submitted to council on a monthly basis.
- 10.3. The mayoral allowance will be reduced to cover the cost of any private travel recorded in the log book, calculated on a per kilometre basis by the rate set by the Local Government (State) Award.
- 10.4. A parking space at council's offices will be reserved for the mayor's council-issued vehicle for use on official business, professional development and attendance at the mayor's office.
- 10.5. Council will provide the mayor with a furnished office incorporating a computer configured to council's standard operating environment, telephone and meeting space.
- 10.6. In performing his or her civic duties, the mayor will be assisted by a small number of staff providing administrative and secretarial support, as determined by the general manager.
- 10.7. The number of exclusive staff provided to support the mayor and councillors will not exceed [insert number two] full-time equivalents.
- 10.8. As per Section 4 of this policy, staff in the mayor's office are expected to work on official business only, and not for matters of personal or political interest, including campaigning.

Part D – Processes

11. Approval, payment and reimbursement arrangements

- 11.1. Expenses should only be incurred by councillors in accordance with the provisions of this policy.
- 11.2. Approval for incurring expenses, or for the reimbursement of such expenses, should be obtained before the expense is incurred.
- 11.3. Up to the maximum limits specified in this policy, approval for the following may be sought after the expense is incurred:
- local travel relating to the conduct of official business
 - carer costs
 - ICT expenditure.
- 11.4. Final approval for payments made under this policy will be granted by the general manager or their delegate.

Direct payment

- 11.5. Council may approve and directly pay expenses for councillors attending approved conferences, seminars or professional development. Requests for direct payment must be submitted to the manager [insert relevant council division] general manager for assessment against this policy using the prescribed form, with sufficient information and time to allow for the claim to be assessed and processed.

Reimbursement

- 11.6. All claims for reimbursement of expenses incurred must be made on the prescribed form, supported by appropriate receipts and/or tax invoices and be submitted monthly, where possible, to the manager [insert relevant council division] Internal Ombudsman, Governance and Civic department (see also cl 11.15).

Advance payment

- 11.7. ~~Council may pay a cash advance for councillors attending approved conferences, seminars or professional development.~~
- 11.8. ~~The maximum value of a cash advance is \$[insert] per day of the conference, seminar or professional development to a maximum of \$[insert].~~
- 11.9. ~~Requests for advance payment must be submitted to the manager [insert relevant council division] for assessment against this policy using the prescribed form with sufficient information and time to allow for the claim to be assessed and processed.~~
- 11.10. ~~Councillors must fully reconcile all expenses against the cost of the advance within one month of incurring the cost and/or returning home. This includes providing to council:~~
- ~~• a full reconciliation of all expenses including appropriate receipts and/or tax invoices~~
 - ~~• reimbursement of any amount of the advance payment not spent in attending to official business or professional development. These clauses do not apply to Waverley Council.~~

Notification

- 11.11. If a claim is approved, council will ~~make payment directly or~~ reimburse the councillor through accounts payable.
- 11.12. If a claim is refused, council will inform the councillor in writing that the claim has been refused and the reason for the refusal.

Reimbursement to council

- 11.13. If council has incurred an expense on behalf of a councillor that exceeds a maximum limit, exceeds reasonable incidental private use or is not provided for in this policy:
- council will invoice the councillor for the expense
 - the councillor will reimburse council for that expense within 14 days of the invoice date.
- 11.14. If the councillor cannot reimburse council within 14 days of the invoice date, they are to submit a written explanation to the general manager. The general manager may elect to deduct the amount from the councillor's allowance.

Timeframe for reimbursement

- 11.15. Unless otherwise specified in this policy, councillors must provide all claims for reimbursement within three months of an expense being incurred. Claims made after this time cannot be approved.

12. Disputes

- 12.1. If a councillor disputes a determination under this policy, the councillor should discuss the matter with the general manager.
- 12.2. If the councillor and the general manager cannot resolve the dispute, the councillor may submit a notice of motion to a council meeting seeking to have the dispute resolved.

13. Return or retention of facilities

- 13.1. All unexpended facilities and/or equipment supplied under this policy are to be relinquished immediately upon a councillor or mayor ceasing to hold office or at the cessation of their civic duties.
- 13.2. Should a councillor desire to keep any equipment ~~allocated by council~~ obtained under this policy, then this policy enables the councillor to make application to the general manager to purchase any such equipment. The general manager will determine an agreed fair market price or written down value for the item of equipment.
- 13.3. The prices for all equipment purchased by councillors under Clause 13.2 will be recorded in Council's annual report.

14. Publication

- 14.1. This policy will be published on council's website.

15. Reporting

- 15.1. Council will report on the provision of expenses and facilities to councillors as required in the Act and Regulations.
- 15.2. Detailed reports on the provision of expenses and facilities to councillors will be publicly tabled at a council meeting every six months and published in full on council's website. These reports will include expenditure summarised by individual councillor and as a total for all councillors.

16. Auditing

- 16.1. The operation of this policy, including claims made under the policy, will be included in council's audit program and an audit undertaken at least every two years.

17. Breaches

- 17.1. Suspected breaches of this policy are to be reported to the general manager.
- 17.2. Alleged breaches of this policy shall be dealt with by following the processes outlined for breaches of the Code of Conduct, as detailed in the Code and in the Procedures for the Administration of the Code.

PART E – Appendices

Appendix I: Related legislation, guidance and policies

Relevant legislation and guidance:

- Local Government Act 1993, Sections 252 and 253
- Local Government (General) Regulation 2005, Clauses 217 and 403
- Guidelines for the payment of expenses and the provision of facilities for Mayors and Councillors in NSW, 2009
- Local Government Circular 09-36 Guidelines for Payment of Expenses and Facilities
- Local Government Circular 05-08 legal assistance for Councillors and Council Employees.

Related Council policies:

- Code of Conduct
- ~~[insert others as relevant]~~ Code of Conduct Procedures for Councillors & General Manager

Appendix II: Definitions

The following definitions apply throughout this policy.

Term	Definition
accompanying person	Means a spouse, partner or de facto or other person who has a close personal relationship with or provides carer support to a councillor
appropriate refreshments	Means food and beverages, excluding alcohol, provided by council to support councillors undertaking official business
Act	Means the <i>Local Government Act 1993 (NSW)</i>
clause	Unless stated otherwise, a reference to a clause is a reference to a clause of this policy
Code of Conduct	Means the Code of Conduct adopted by Council or the Model Code if none is adopted
Councillor	Means a person elected or appointed to civic office as a member of the governing body of council who is not suspended, including the mayor
General Manager	Means the general manager of Council and includes their delegate or authorised representative
incidental personal use	Means use that is infrequent and brief and use that does not breach this policy or the Code of Conduct
long distance intrastate travel	Means travel to other parts of NSW of more than three hours duration by private vehicle
maximum limit	Means the maximum limit for an expense or facility provided in the text and summarised in Appendix 1
NSW	New South Wales
official business	Means functions that the mayor or councillors are required or invited to attend to fulfil their legislated role and responsibilities for council or result in a direct benefit for council and/or for the local government area, and includes: <ul style="list-style-type: none"> • meetings of council and committees of the whole • meetings of committees facilitated by council • civic receptions hosted or sponsored by council • meetings, functions, workshops and other events to which attendance by a councillor has been requested or approved by council
professional development	Means a seminar, conference, training course or other development opportunity relevant to the role of a councillor or the mayor
Regulation	Means the Local Government (General) Regulation 2005 (NSW)
year	Means the financial year, that is the 12 month period commencing on 1 July each year

**REPORT
CM/7.9/17.12**

Subject: Waverley Artist Studios - Appointments - February 2018–
January 2019

TRIM No.: A05/0416

Author: Elizabeth Reidy, Curator & Visual Arts Coordinator
Matthew Fallon, Manager Cultural Programs

Director: Rachel Jenkin, Acting Director, Waverley Life

RECOMMENDATION:

That Council:

1. Approves the following artists for placement in the Waverley Artist Studios in the February 2017 intake for the period February 2018 to January 2019: Wendy Murray, Harriet Body, Adam Norton, Julian Talarico and Mason Kimber.
2. Approves the following artists for the reserve list in the Waverley Artist Studios in the February 2017 intake for the period February 2018 to January 2019: Meng Yu Yan, Sarah Rodigari and Lucas Abela.

1. Executive Summary

The Waverley Artist Studios has provided a valuable opportunity to 41 artists since the program began. Improvements made to the program have resulted in expanded opportunities for community engagement with the resident artists.

The call for applications for the Waverley Artist Studios Program for the period of 1 February 2018 – 31 January 2019 was launched in September 2017. Applications closed on 20 October 2017 and Council received 57 applications.

Following a review of applications by Council's Visual Arts Team, a shortlist of eight applications was presented to Councillor representatives of the Waverley Public Art Committee.

This report recommends that:

1. Wendy Murray, Harriet Body, Adam Norton, Julian Talarico and Mason Kimber are offered a place in the February 2018 - January 2019 Waverley Artist Studios.
2. Meng Yu Yan, Sarah Rodigari and Lucas Abela are placed on the waiting list for the February 2018 - January 2019 Waverley Artist Studios.

2. Introduction/Background

This is the eighth year of the Waverley Artist Studios, which are based in the Waverley Woollahra School of Arts building on Bondi Road, Bondi. The Waverley Artist Studios offers five rent-free workspaces for periods of twelve months. In return for the space, resident artists enter into an agreement with Council to provide agreed community activities such as Open Studios, Tutor in Waverley School Holiday Programs, hold public

programs and exhibitions in Waverley Library Galleries and Bondi Pavilion Gallery, hold artist talks with our Seniors and schools groups, artist talks, and provide workshop at Sydney Children's Hospital as part of the Art Ex program for patients and their siblings.

The studio program to date has been hugely successful and has supported 41 artists. Former residents in the program have exhibited in the Museum of Contemporary Art, Art Gallery of NSW, Museum of Old and New (Hobart), The National Gallery of Victoria, Queensland Art Gallery, Perth Institute of Contemporary Art, artspace Sydney, National Gallery of Victoria, National Portrait Gallery, National Gallery of Australia, Sydney Biennale, Underbelly Arts and numerous international galleries and Biennales. Former Waverley Studio Artists have won the Archibald prize, and NSW Travelling Fellowship, been finalists in the Moran Prize, John Fries Prize, Sulman Prize, Hazlehurst work on paper prize, Woollahra Small Sculpture Prize, Wynne Prize, Redlands Konica Minolta Prize, The Anne Landa Prize for new media, and the recipients of Creative Fellowships from the Australia Council for the Arts. The studio program has achieved a reputation for excellence in the art community and the application process is highly competitive ensuring high quality engagement outcomes for the community of Waverley.

3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Council meeting 6 December 2016	CM/7.8/16.12	That Council approves : 1. The following artists for placement in the Waverley Artist Studios in February 2017 intake: Greg Semu, Newell Harry, Phil James, Nicola Smith and Anna John. 2. The following artists for the reserve list in the Waverley Artist studios intake for February 2017: Rebecca Gallo, Koji Ruyi and Cam Scott are placed on reserve for the February 2017 - January 2018 Waverley Artist Studios. 3. The period of residence for those artists to be extended from 6 months to 12 months (February 2017-January 2018) on a trial basis with the results and benefits of the extended period to be reported to Council.
Council Meeting 17 May 2016	CM /7.6 /16.5	That Council endorses the recommendations that: 1. Caroline Garcia, Greg Semu, Tully Arnot, Alex Kiers and Adam Norton are offered a place in the August 2016 - January 2017 Waverley Artist Studios. 2. Leahlani Johnson, Natasha Frisch and Elyssa Sykes-Smith are placed on the waiting list for the August 2016 - January 2017 Waverley Artist Studios.
Operations Committee 6 October 2015	OC/5.4/15.10	1. Donna Hewitt, Dominic Kirkwood, Megan Hale, Marina De Bris and Jacqueline Buttersworth are offered places in the February – July 2016 Waverley Artist Studios 2. Josephine Skinner, Rafaela Pandolfini and Elyssa Sykes Smith are placed on a waiting list of the August 2015 – January 2016 Waverley Artist Studios

Council or Committee Meeting and Date	Minute No.	Decision
Operations Committee 5 May 2015	OC/5.3/15.05	The Council endorses the recommendation that; 1. Jamil Yamani, Michaela Gleave, Ramesh Mario, Kevin Platt and Kevin McKay are offered places in the August 2015 – January 2016 Waverley Artist Studios 2. Kirsten Fredericks, Andrew Christie and Nicola Smith are placed on a waiting list of the August 2015 – January 2016 Waverley Artist Studios

4. Discussion

In December 2016, Council approved that the period of residence for the artist residence program be extended from 6 months to 12 months (February 2017-January 2018) on a trial basis with the results and benefits of the extended period to be reported to Council.

The extended term was carefully monitored and it was determined that this change to a 12 month program allowed for increased community engagement with studio artists than over 2 comparable 6 month cycles. Benefits included the sustained involvement of studio artists in programming across Waverley Library's exhibition program and general public programming, the continued mentoring of the Waverley Seniors Painting Society, Sydney Children's Hospital Art Ex educational workshops, Waverley School Holiday program workshops, Bondi Beach Sea Wall, sustainability programming and dedicated curatorial projects and exhibitions in Bondi Pavilion Gallery.

The call for applications for the Waverley Artist Studios Program for the period of 1 February 2018 – 31 January 2019 was launched in September 2017. Applications closed on 20 October 2017 and Council received 57 applications.

On Tuesday 7 November 2017 a panel consisting of staff members from Waverley Council's Visual Arts Team, along with current Waverley Studio artists reviewed the applications and compiled a shortlist of eight applicants. (See Attachment 1)

On Monday 13 November 2017 the Chair and other Councillor representatives of the Waverley Public Art Committee reviewed the top eight applications.

Following this review, it is recommended that the following five artists are offered places in the studios, with the sixth, seventh and eighth artists from the shortlist placed on reserve:

Allocated Studio:

1. *Wendy Murray*: Contemporary artist, Street Artist, drawing, socially driven practice
2. *Harriet Body*: Expanded field painting and mark making, arts and health worker and educator
3. *Adam Norton*: Conceptual artist, painter, installation & research based practice
4. *Julian Talarico*: installation, sculpture & new media artist
5. *Mason Kimber*: contemporary fresco artist

On Reserve:

1. *Meng Yu Yan*: New media & installation artist
2. *Sarah Rodigari*: Text, site-specific performance and gestural artist
3. *Lucas Abela*: Sound & kinetic installation artist

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: C6 Arts and cultural activities foster an involved community and a creative environment.
Strategy: C6a Enrich the community's cultural life and support life long learning through a variety of cultural events and activities, balancing the needs of residents and visitors.
Deliverable: A diverse and exciting range of arts and cultural events across Waverley.

6. Financial impact statement/Timeframe/Consultation

Financial impact

Artists are provided with in kind support from Council through the use of the artist spaces at the Waverley Woollahra Art School and staff time in delivering the project. There are no direct costs to Council in running the Waverley Artist Studios.

Timeframe

This group of artists will move into the studios on 1 February 2018 and remain in the studios until 31 January 2019.

Consultation

The call for applications for the Waverley Artist Studios Program for the period of 1 February 2018 – 31 January 2019 was launched in September 2017. Applications closed on 20 October 2017 and Council received 57 applications.

The next call for applications for Waverley Artist Studios will close on Friday 19 October 2018, for the next studio period.

7. Conclusion

The call for applications for the Waverley Artist Studios Program for the period of 1 February 2018 – 31 January 2019 was launched in September 2017. Applications closed on 20 October 2017 and Council received 57 applications.

Following a review of applications by Council's Visual Arts Team, a shortlist of eight applications was presented to Councillor representatives of the Waverley Public Art Committee. It is recommended that five artists be offered places in the studios, with a further three to be placed on a reserve list.

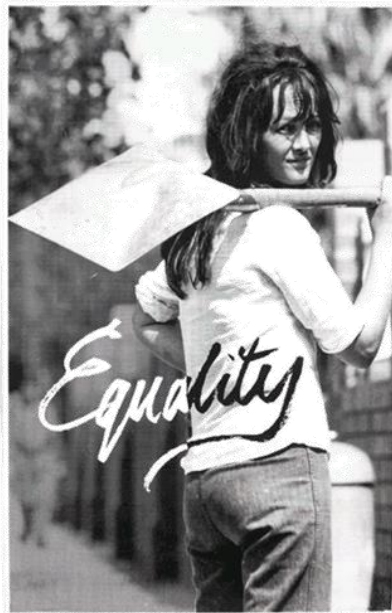
8. Attachments:

1. Waverley Artist Studios - Top eight applications



Top Eight Applications

1. Wendy Murray; contemporary artist, street artist, socially driven activist and political artist



Equality (International Womens Day)

acrylic screenprint on 90gsm (24lb) litho

72 x 100 cm (28.5 x 39 in)

Photo courtesy of the Australian Lesbian and Gay Archives

Equality 2015-17 (series)

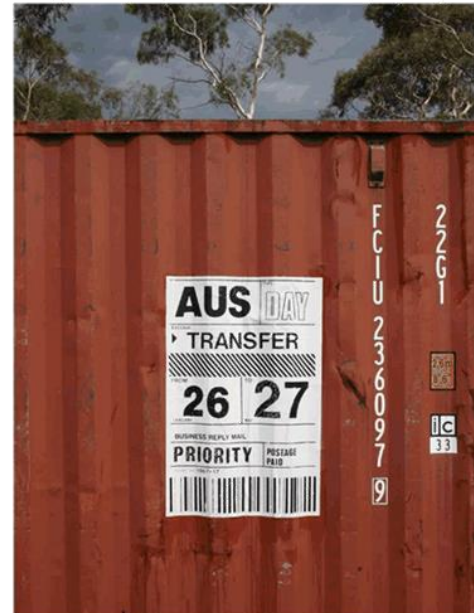
acrylic screenprint on 90gsm (24lb) litho

50 x 70 cm (19.6 x 27.5 in)

Collaboration with Kurt Iveson (University of Sydney)

Photo courtesy of the Meredith Burgmann Collection

Collection: National Gallery of Australia



Change 2017

acrylic screenprint on 90gsm (24lb) litho

72 x 102 cm (28.5 x 40 in)

Collaboration with Tim Gray (Gumbaynggir)

Photo: Alison Alder

Collection: State Library of New South Wales



Drawing Exchange 2017

Wall drawing, with 26 Daily Drawings

Adelaide Central School of Art / National Art School

Photo: Sam Roberts (top left), Wendy Murray (above)

2. Harriet Body; expanded field painting & mark making, art & health worker and educator





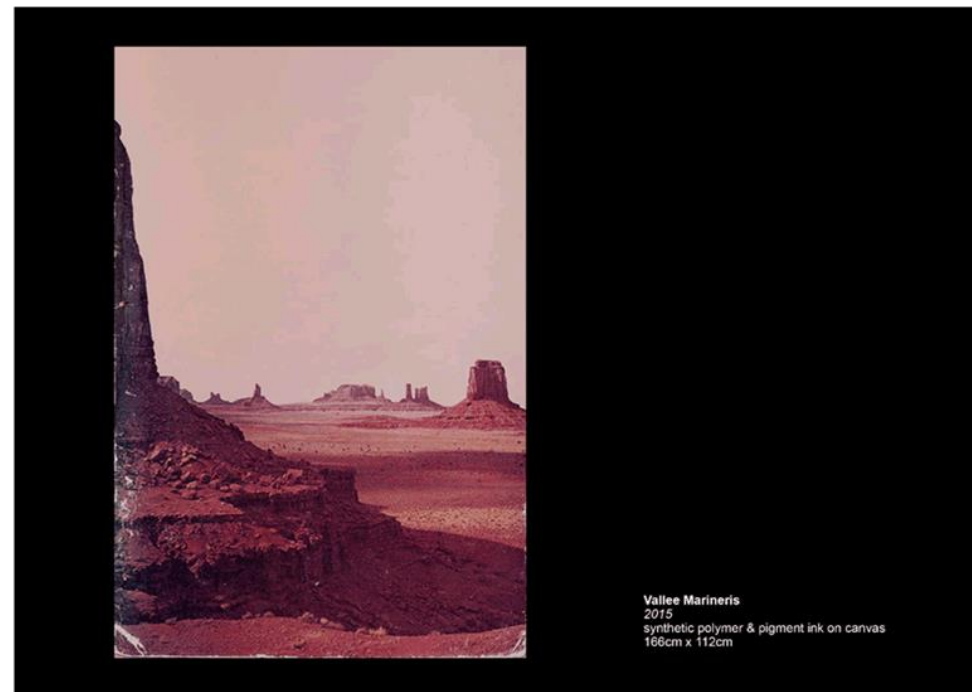
3. Adam Norton; conceptual artist, painter, installation & research base documentation



The Mars Project (video still)
2013
HD Video 28 minutes
Filmed on location at Broken Hill, NSW



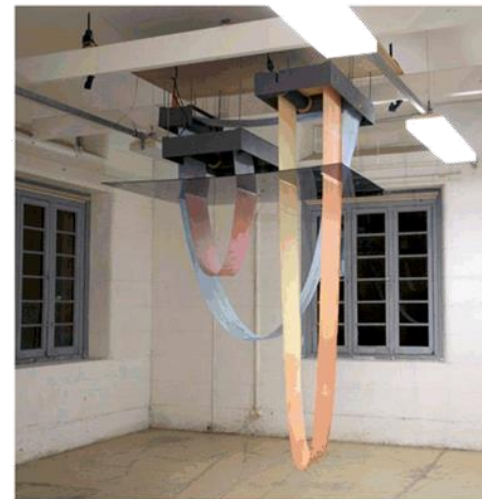
Mars Gravity Simulator
2011
'Awfully Wonderful - Science fiction in Contemporary Art'
Performance Space, Carriageworks



4. Julian Talarico; installation, sculpture and new media artist



Julian Talarico *Here in the subtext of our everyday lives IX* (William Street, Sydney), 2016 (installation view)
Installation across two levels. Aluminium tube, polyester film, fibre optic, cotton, silk, Isadora graphic programming environment, five channel HD video. (Image: Robin Hearfield)

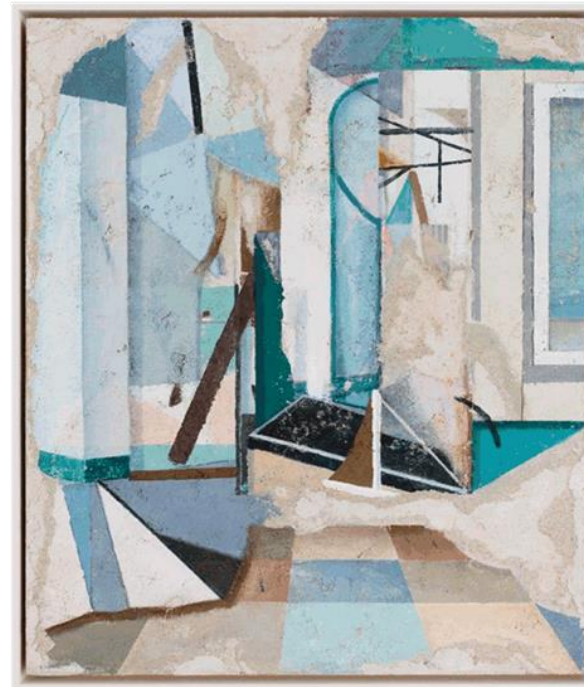


Julian Talarico *Here in the subtext of our everyday lives II*, 2014.
Hand-dyed silk, perspex sheet, plywood, electric motors.
Untitled (Performance with Sunlight), 2015



Julian Talarico *Here in the subtext of our everyday lives IX* (William Street, Sydney), 2016 (installation view)
Installation across two levels. Aluminium tube, polyester film, fibre optic, cotton, silk, *Isadora* graphic programming environment, five channel HD video. (Image: Robin Hearfield)

5. Mason Kimber; contemporary fresco artist





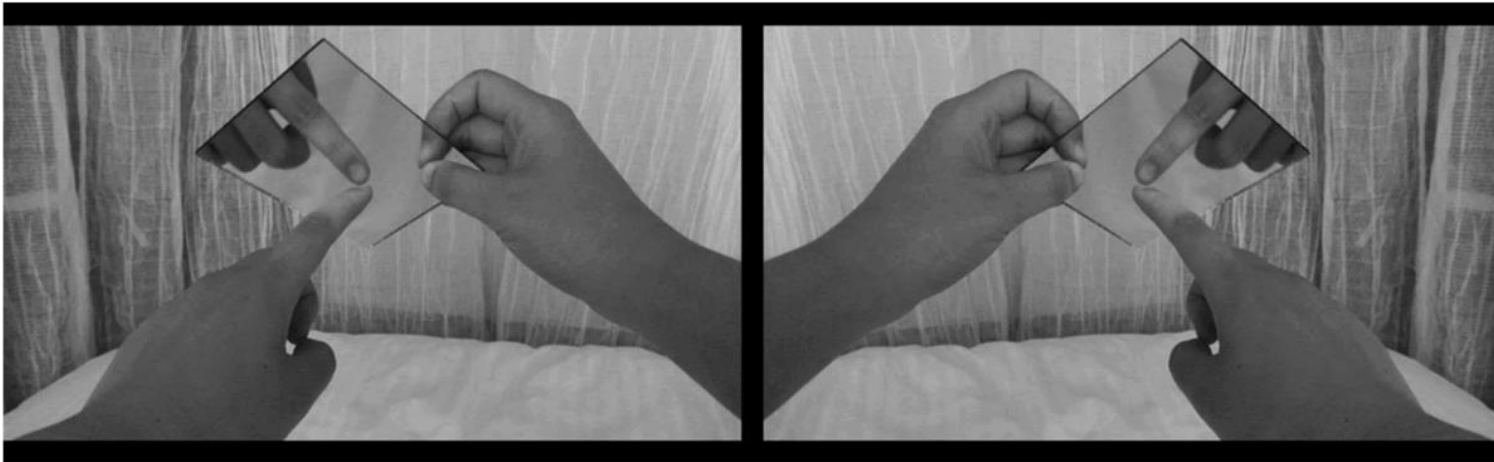
6. Meng Yu Yan; new media and installation artist



Part of Jade City Series (2014-2017)
Meng-Yu Yan



"Self Portrait as a Liquid" (2017)
Meng-Yu Yan
framed digital print on matte art rag,
84 x 119 cm



Creating Adam (2017),
Meng-Yu Yan
2-channel video looped, 5min.

Video link: <https://vimeo.com/230248951>

7. Sarah Rodigari; text, site-specific performance and gestural artist





8. Lucas Abela; sound and kinetic installation artist



Balls For Cthulu (2012)

Lucas Abela

International Symposium of Electronic Art, Sydney, Australia 2013
 Ply, guitars, drum machine, audio effects, pinball parts, black light paint.
 Approximately 2.5 meter radius x .8 meters high

Balls for Cthulu is a pentagram shaped pinball game emblazoned with fluorescent graphics by the Rev Kris Hades depicting the lord of the deep ones. A multiplayer pinball game with five players stationed at each of the stars five points. The outer triangular walls of the star are made from ten guitars with their fret boards facing inward into the playfield, while in the central pentagon ten pop bumpers are connected to a drum machine. These are all connected to various audio effects triggered by targets positioned throughout the game. So when the balls bounce off the strings distorted open tunings are produced while the pop bumpers accompany the din with a chaotic drum solo.

<http://dualplover.com/cthulu/>



Mix Tape in Gigloo (2011)

Lucas Abela / Keg de Souza

Today's Art Festival, the Hague, Netherlands (2011)
 Inflatable dome, Walkman's, practice amp, audio tape, helium balloons.
 Approximately 5-meter radius x 2 meters high.

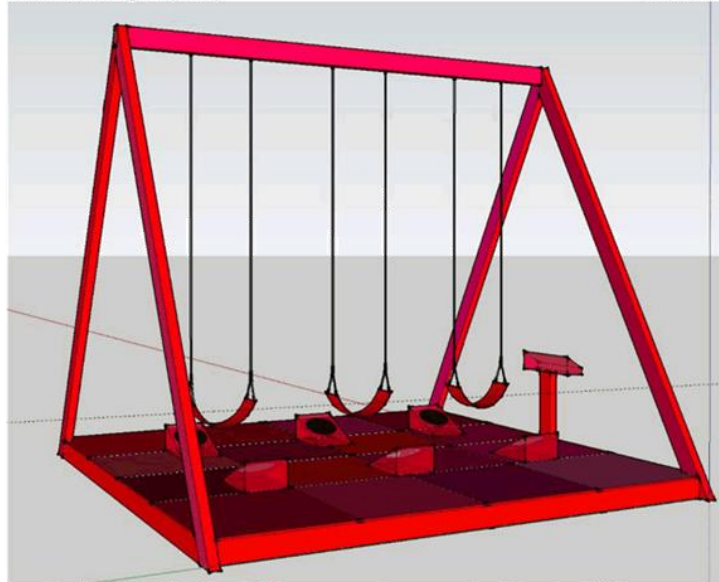
Mix Tape provides its visitors tactile playback of a sculptural mass of audiotape attached to helium balloons. These balloons, with tape tied to each like a ribbon are filled with helium and released into the ceiling, leaving the tape to unspool as their cassette anchors them to the floor. This forest of exposed audio-tape then provides the raw material for an interactive mash up as participants run the magnetic strips across exposed playback heads mounted to play-stations!

The work is staged inside Keg de Souza's Gigloo a handmade nomadic igloo-shaped inflatable that has had various lives including: being a pop up bar for festivals, a screening room, and a temporary space to house other installations.

<http://dualplover.com/mixtape/>

Feedback Swingset (2018)

Lucas Abela



Sketchup design for Feedback Swingset; part of next years Fort Thunder Exhibition.

Swings, microphones, speakers, audio effects, LED lights.

Approximately 3 x 3 meters square.

A set of three swings that use feedback to create syncopated rhythms as the children swing over sets of speakers. Each swing will have two microphones attached along either side of the swing which are connected to two speakers one behind and one in front of the swings which are in turn connected to a bank of discrete audio effects controlled by spectators via consoles found at each side of the swing. As each microphone passes its speaker it will cause momentary feedback which is altered individually with the audio effects so the six sets of microphones and speakers create their own unique sounds. So when all three swings are swinging these burst of processed feedback will create unusual random rhythmic structures, not unlike some of Steve Reich's compositions which used microphones swinging above speakers.

<http://dualplover.com/fortthunder>

Date for new studios artists residency

1st February 2018 – 30th January 2019

**REPORT
CM/7.10/17.12**

Subject: Waverley Public Art Committee - Terms of Reference - Review

TRIM No.: A05/0416

Author: Elizabeth Reidy, Curator & Visual Arts Coordinator

Director: Rachel Jenkin, Acting Director, Waverley Life

RECOMMENDATION:

That Council:

1. Adopts the Terms of Reference for the Waverley Public Art Committee attached to this report.
2. Calls for Expressions of Interest for new committee members to be appointed for the period March 2018 to February 2020.

1. Executive Summary

Waverley Council's newly appointed Chair and Deputy Chair of the Waverley Public Art Committee along with the former Chair of the Waverley Public Art Committee met with Council staff to review and update the terms of reference for the Waverley Public Art Committee with consideration to the duties that will be required of the forthcoming Committee.

2. Introduction/Background

Waverley Council established a Public Art Committee in 1992. In November 2012, Council adopted an amended Terms of Reference for the Public Art Committee following on from which a new Public Art Committee with relevant community members was appointed for the period of March 2013 - February 2015. Following this another Public Art Committee was appointed for the period of March 2015 – February 2017.

Under the Terms of Reference, a new Public Art Committee should have been appointed for the period of March 2015 - February 2017. However, given the uncertainty of impending amalgamation the term of the March 2015 – February 2017 committee was extended for a period of up to twelve months.

The 12-month extension of the current committee is scheduled to expire in February 2018. A new Waverley Public Art Committee will need to be appointed from March 2018 – February 2020. To ensure that the new committee are able to focus on the requirements of Council a review and update of the Terms of Reference was conducted with the new Chair and Councillor representatives of the Waverley Public Art Committee.

3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Operations Committee 7 March 2017	OC/5.4/17.03	That Council: 1. Extends the term of the Waverley Public Art Committee for a period up to twelve months
Council Meeting 17 March 2015	OC/7.7/15.30	That Council: 1. appoints the following members to the Waverley Public Art Committee for a term of two years: Annalyse McLeod Jamil Tamani Louisa Dawson Faith Wieland Sharon Campbell Laurel Fox David Langley Jasmin Stephens Anthony O'Connor (Reserve) Anna Waldmann (Reserve)
Council Meeting 19 February 2013	1302.12.7	That: 1. The following applicants be appointed to the Waverley Public Art Committee as community representatives for the period of 2 years: Andrew Schultz Cara Joy Cumming (NR) Gillian Redman-Lloyd Kelly Robson (NR) Phillipa Sprott Simon Chan Genevieve O'Callaghan Caroline Jones
Council Meeting 20 November 2012	1211.12.14	That Council: 1. Thank community representatives on the Waverley Public Art Committee for their important contribution to the Waverley community during their term on the Committee 2. Adopt the revised terms of reference for the Waverley Public Art Committee (provided as an attachment to this report)

4. Discussion

An expression of interest is scheduled to run during January and February 2018 for new members to the Public Art Committee for the term of March 2018 - February 2020. The Terms of Reference for committee members must be provided to applicants ensuring clarity in the role that the committee will perform whilst appointed.

Amendments to the existing Terms of Reference include specific information about Conflict of Interest as well as an outline of the overarching goals and objective of the committee for the duration of the two year term.

Attached to this report are the updated Terms of Reference as well as a marked up version showing the amendments that have been made.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

- Direction: C6 Arts and cultural activities foster an involved community and a creative environment
- Strategy: C6a Enrich the community's cultural life and support lifelong learning through a variety of cultural events and activities, balancing the needs of residents and visitors
- Strategy: C6b Encourage the arts in public places and public art in private developments.
- Strategy: C6c Foster and create opportunities in the creative sector to retain local artists and cultural providers in Waverley

6. Financial impact statement/Timeframe/Consultation

The operation of the Waverley Public Art Committee requires Councillor, volunteer and staff time but otherwise there is no direct financial impact on the Waverley Council budget.

If Council approves the updated Terms of Reference an expression of interest will be launched for new members over January – February 2018. A report for Council approval of appointments to the new committee is scheduled for March Operations Committee. The next Waverley Public Art Committee under the adopted Terms of Reference is scheduled for March 2018.

The members of the new committee will be engaged for a two year term under the Terms of Reference

7. Conclusion

Council is requested to agree to adoption of the updated Terms of Reference for the Waverley Public Art Committee and call for Expressions of Interest for new committee members to be appointed for the period March 2018 to February 2020.

8. Attachments:

1. Waverley Public Art Committee Terms of Reference 2015-2016 (marked-up version)
2. Waverley Public Art Committee Terms of Reference - Updated for Council adoption December 2018



Waverley Council Waverley Public Art Committee Terms of Reference

Approved by Waverley Council 20 November 2012 Updated December 2017

1 AIM OF THE WAVERLEY PUBLIC ART COMMITTEE

The Waverley Public Art Committee aims to:

- Foster the ongoing development of quality, diverse and creative public art and visual art so as to enhance public access and experience of the arts and;
- Select and develop public art works that serve as important markers reflective of our heritage and cultural identity.
- Involve the local community in the selection and development of public art works which serve as important markers reflective of our heritage and cultural identity through informing and promoting public art and visual arts programs.

2 OBJECTIVES OF THE WAVERLEY PUBLIC ART COMMITTEE

- To encourage community participation and consultation in ~~the development of~~ public art and visual art ~~processes and~~ works.
- To develop public art and visual art that will reflect the local identity, diversity, values of Waverley and that will promote and preserve sites of significant cultural and natural heritage.
- To support public art and visual art in Waverley and encourage creative and innovative design in the built environment that enhances and contributes to the provision of quality facilities and amenities.
- To strengthen and enhance the environment for arts and creative enterprises in Waverley.
- To develop and review relevant policies and strategies, and integrate art policy content into relevant Council processes, policies and documents
- To ensure that public art and visual art processes and works are managed and maintained in a planned and professional manner
- To assess applications or proposals related to public art and visual art program and make recommendations to Council.
- To assess applications or proposals related to public art and visual art or the Artists In Residence program
- To source funding for public art works including sponsorships and philanthropic opportunities for Council consideration.

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- To develop a framework that enables and encourages the private and commercial sector to contribute to development and investment in public art and visual art in Waverley.
- To provide assessment and advice for possible inclusions of public art to the Public Works program
- Promote and facilitate Public Art and Visual Art programs to the community and provide interpretation information in public projects and in future Council budgets
- Explore possibilities and advocate for the inclusion of public art and visual art and interpretation information in public projects and in future Council budgets
- To provide advice for public art or visual art elements to be incorporated into private sector development projects.
- Provide expert advice making recommendations in terms of gifting and acquisitions, as well as deaccessioning works held within the Waverley Council Public Art Collection, in reference to the due diligence processes of Waverley Council's Acquisition and Deaccessioning Guidelines
- Raise the profile of Hunter Park with consideration to growing the profile of the park as a dedicated sculpture garden for the Waverley Community

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3 WAVERLEY PUBLIC ART COMMITTEE STRUCTURE

Chairperson: The Mayor or the Mayor's delegate, Waverley Councillor or Mayor

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Committee Members: Up to three (3) Waverley Councillors,
Up to ~~eight~~^{six} (86) Waverley residents
Up to four (4) reserves with relevant expertise and interest in public art or visual arts
Up to two (2) non-residents with relevant expertise and interest in public art or visual arts

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Administrative support: Waverley staff member

Relevant staff will attend meetings to provide advice, including staff from Cultural Programs, Outdoor Events, Landscape Architecture, Development and Strategic Planning, Community Safety, and Civic Pride.*
Any Councillor or Director is welcome to attend meetings.

4 MEMBERSHIP OF WAVERLEY PUBLIC ART COMMITTEE

Council will appoint community and expert members to the Waverley Public Art Committee so that the Committee includes a range of people with a mix of age groups, ethnicities, expertise and skills:



- Background, experience or expertise in the visual arts, public art and/or curatorial, architecture, design, landscaping or other arts related discipline.
- Interest in and passion for the arts, public art and visual art in Waverley
- Being a local resident of Waverley Council or with close connections to the Waverley area
- Experience in sourcing sponsorship, philanthropy, or other partnership opportunities
- Experience in working with community groups
- Commitment to EEO, OH&S, risk management, environmental protection and ethical principles.

The term for community and expert members will be a two year, non-renewable term.

5 PRINCIPAL RESPONSIBILITIES OF WAVERLEY PUBLIC ART COMMITTEE MEMBERS

- To attend Committee meetings as required.
- To contribute to achieving the objectives of the Waverley Public Art Committee.
- To undertake agreed tasks as determined at Waverley Public Art Committee meetings.
- To assist the Committee to identify suitable sources of funding and investment strategies for public art development
- Any other duties that may reasonably be determined and agreed by Committee members.

6 MEETINGS OF THE COMMITTEE

- Meetings of the Waverley Public Art Committee will be held at least once every three months or more frequently as required, outside working hours.
- A quorum for a meeting of the Committee will be a majority of Committee members of whom one must be a Councillor.
- Decisions will be made by majority vote.
- Notice of Committee meetings will be provided by email by the Council convenor at least two weeks before the Committee meeting specifying the time and place.
- At the discretion of the Chair, members of the public or subject experts may be invited to speak to or advise the WPAC on issues being considered by the Committee.

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7 COMMITTEE AGENDA AND MINUTES

- Minutes and agenda of all Committee meetings are public documents.
- Copies of agenda and associated papers (such as correspondence and reports) will be available for the public at each meeting and upon request.
- Minutes will be made available to the appropriate Council Committee for their



information.

8 COUNCIL SUPPORT FOR THE COMMITTEE

- Council is responsible for providing administrative support for the meetings.
- Council's main contact for the Waverley Public Art Committee will be the Executive Manager, Enriching Waverley. The Executive Manager will initiate communication on behalf of Council in terms of potential projects, maintain a record of advice, and prepare an update for each meeting.*

9 DECLARATIONS OF PECUNIARY INTERESTS AND PARTICIPATION IN MEETINGS

- A Committee member who has a pecuniary interest in any matter with which the Committee is concerned and who is present at a meeting of the Committee at which the matter is being considered must disclose the interest to the meeting as soon as practicable.
- The member must not be present at, or in sight of, the meeting:
 - at any time during which a matter in which the member has a pecuniary interest is being considered or discussed by the Committee, or
 - at any time during which the Committee is voting on any question in relation to the matter.
- A person does not breach the above clause if the person did not know and could not reasonably be expected to have known that the matter under consideration at the meeting was a matter in which he or she had a pecuniary interest.
- For the duration of their terms members of the Waverley Council Public Art Committee and their immediate families are ineligible from applying for programs run by Waverley Council including but not limited to, Waverley Artist Studios, Bondi Pavilion Gallery program, Waverley Library gallery program, Waverley Art Prize, Waverley Youth Art Prize, Bondi Pavilion Theatre Program, Bondi Feast, Bondi Wave, Public Art Tenders (permanent or temporary), The Bondi Beach Sea Wall, and community Small Grants program or any other program produced by Waverley Council which would benefit the member either directly financially or through critical recognition.

10 DECLARATIONS OF NON-PECUNIARY CONFLICTS OF INTERESTS AND PARTICIPATION IN MEETINGS

- A member of a the Committee who has a non-pecuniary conflict of interest in any matter with which the Committee is concerned and who is present at a meeting of the Committee at which the matter is being considered will disclose the interest to the meeting as soon as practicable.
- If a member of the Committee has declared a non-pecuniary conflict of interest there is a range of options for managing the conflict. The option chosen will depend on an assessment of the circumstances of the matter, the nature of the interest and the

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significance of the issue being dealt with.

- A Councillor or a member of a Council Committee will deal with a non-pecuniary conflict of interest in at least one of these ways:
 - It may be appropriate that no action is taken where the potential for conflict is minimal. However, the Councillor or Committee member should consider providing an explanation of why it is considered that a conflict does not exist.
 - Have no involvement by leaving the room in which the meeting is taking place and not taking part in any debate or vote on the issue *as if the provisions in Section 451(2) of the Act apply (particularly if the non-pecuniary conflict of interest is significant). Leaving the room is necessary because to remain in the presence of the meeting but refrain from voting is taken to be a vote against the motion (see Clause 251 of the General Regulation and Section 14.2(1) of this Code).*

11 MEDIA PROTOCOL

- Members of the Committee are not to speak to the media in their capacity as Committee members.
- The Mayor, the Chairperson of the Committee and Council's Media Officer are the only people permitted to speak to the media on behalf of the Committee.

Glossary of terms:

Public Art - Unique, crafted or sculptural works such as sculpture, mosaics, murals etc, that are commissioned, invited and selected from professional artists for sites in the public domain. Artwork(s) may be the creative product of one artist or the result of collaboration between artists and /or other design professionals such as architects, industrial and graphic designers and craftspeople.

Visual Art - Art forms that are primarily visual in nature, such as ceramics, drawing, painting, sculpture, printmaking, design, crafts, photography and video art. Visual art can include permanent or temporary works.

** Updated to reflect changes to the Waverley Council structure in 2014*

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**Waverley Council
Waverley Public Art Committee
Terms of Reference
Updated version: December 2017**

The Waverley Public Art Committee has been established under

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- Involve the community through informing and promoting public art and visual arts programs

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SIGNED: _____

DATED: _____

WITNESS SIGNATURE: _____

WITNESS NAME _____

DATED: _____

Glossary of terms:

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REPORT CM/7.11/17.12



Subject: Waverley's People, Movement and Places - Adoption

TRIM No.: SF17/2809

Author: Sara Stace, Manager Sustainable Transport

Director: Peter Monks, Director Waverley Futures

RECOMMENDATION:

That Council:

1. Adopts 'Waverley's People, Movement and Places: a study of where we go and how we get there – Final Summary 2017' attached to this report.
2. Notes the documents have been amended to reflect Council's resolution on 21 November 2017 that the light rail is not supported as a public transport option for the Bondi Road Corridor.
3. Notes that the next stages are to develop business cases and feasibilities for the signature projects and implementation actions.
4. Places on Council's website the following final documents: (1) Final Summary, (2) Strategy Report by Bitzios, (3) Key Issues Paper by Bitzios, and (4) Feedback on Draft Report.
5. Notes that the Waverley Strategic Transport Working Group has been established between Council staff and relevant state government agencies (TfNSW, RMS and GSC) to progress projects which require partnership with state government.

1. Executive Summary

Waverley's People, Movement and Places aims to make it easier for people to move around and get to where they want to go. The plan prioritises people on foot, followed by people riding bicycles, using public transport, service vehicles, shared mobility and private motor vehicles.

The Final Summary document (prepared by Council staff) and Strategy Report (prepared by Bitzios and UTS Institute for Sustainable Futures) provide recommendations to Council to improve the full range of transport options for the community. It includes twelve Signature Projects which will be implemented through 96 short, medium and long term actions that Council can undertake between now and 2030, in partnership with the community and state government agencies.

These actions include major improvements such as overhauling the Bondi Junction Interchange; priority bus routes along Bondi Rd, Bronte Rd and Old South Head Rd; and separated safe cycleways between key destinations. It also includes smaller actions, such as safe routes for walking and cycling to schools, more car share pods, and improved pedestrian crossings. Combined, these actions will make our streets safer and more attractive for everyone.

When Council sought public feedback on its draft report in May/June 2017, it reached 22,000 people and received 300 online survey and written responses. This feedback was overwhelmingly positive, and has been incorporated into the final documentation.

2. Introduction/Background

The Waverley Together 3 (WT3) community plan and Environmental Action Plan (EAP3) include commitments and targets to making our streetscapes more liveable, sustainable and equitable for everybody in the community. These include targets to reduce car travel (from 11km per person per day to 9.35km by 2030); increase the proportion of public transport, walking and cycling (from 25% by distance travelled to 40% by 2030); stabilise the number of cars registered in Waverley (at 22,237); and reduce the number of 4WD vehicles registered (to 4,696).

To progress these directions and targets further, Council commissioned Bitzios and UTS Institute for Sustainable Futures to prepare a 'Strategy Report' (Attachment 2) and 'Key Issues Paper' (Attachment 3). These have been summarised into the 'Final Summary' (Attachment 1).

A draft of these three documents was placed on public exhibition for community feedback for six weeks to 16 June 2017. A summary of the public feedback is provided in 'Feedback on Draft Report' (Attachment 4), and changes to the document were made following public consultation.

In November, Waverley's People, movement and Places was awarded a Commendation from the Planning Institute of Australia NSW Chapter for 'Best Planning Ideas – Large Project Award'.

3. Relevant Council Resolutions

Council/Committee Meeting + Date	Minute No.	Decision
Finance, Ethics and Strategic Planning Committee, 5/11/2013	F-1311.6	That Council: 4. Develop an Interim Access Strategy for the Bondi Road corridor to identify short to medium term options to improve public transport efficiency and maximise patronage, given that light rail is a medium to long term proposition. The investigation is to include consideration of a new bus route between Bondi Beach and Edgecliff via the Rose Bay Ferry Wharf and Double Bay and other public transport options to and from Bondi Beach.
Council Meeting, 16/12/2014	CM/7.4/12.12	That Council: 1. Approves the preparation of a brief for the purposes of inviting tenders for consultants to conduct a Waverley Integrated Movement, Parking and Land Use Study. 2. Conducts a Councillor workshop in February 2015 to inform the preparation of the brief prior to its finalisation. 3. Officers ensure that the brief is outcomes based for each key issue, stating clearly what Council wants to achieve from the study and includes consideration of the following additional matters: - Parking locations for all vehicle types (including bicycles) - Parking patterns - Pedestrian and traffic movement - Shuttle buses, with reference to Council's April 2006 resolution.
Council meeting, 20/10/2015	CM/10.2/15.10 WPMP: Evaluation of Tenders (A15/0302)	That: 1. The report be treated as confidential in accordance with section 11(2) of the Local Government Act 1993, as it relates to a matter specified in section 10A(2) of the Local Government Act 1993; 2. Council enters into a contract under Clause 178 of the Local Government (General) Regulation 2005 with Bitzios Consulting
Operations Committee,	OC/5.2/17.03 Waverley's	That Council defers consideration of 'Waverley's People Movement and Places' study to the April 2017 Council meeting to:

7/3/2017	People, Movement and Places: a study on where we go and how we get there (A15/0302)	<ol style="list-style-type: none"> 1. Allow Councillors to seek clarification on issues raised by the documents and provide feedback by no later than close of business on Monday 13 March 2017, and 2. Permit time for Officers to review and update the documents, in conjunction with the consultants, in relation to the issues raised by Councillors prior to being presented back to Council for endorsement of the public exhibition.
Operations Committee 2/5/2017	OC/5.1/17.05 Waverley's People, Movement and Places (SF17/130)	<p>That Council:</p> <ol style="list-style-type: none"> 1. Authorises the public exhibition of 'Waverley's People, Movement and Places: a study on where we go and how we get there', for a minimum period of 28 days. 2. Notes that, following public exhibition, Council will prepare a report and shortlist of Signature Projects and implementation actions, leading to the next stages of business cases and feasibilities. 3. Requests the Mayor to approach the relevant Ministers and seek their support and co-operation to establish a Project Control Group between Council staff and relevant state government agencies (TfNSW, RMS, Greater Sydney Commission) to progress those projects which require partnership with state government. 4. Notes that the documents have been prepared for public exhibition purposes, and not all statements and actions are supported by Council at this stage.
Council meeting, 21/11/2017	CM/8.3/17.11 Light Rail in Waverley (A15/0491)	<p>That Council:</p> <ol style="list-style-type: none"> 1. Explicitly rejects any proposal for Light Rail along the Bondi Road corridor as it would negatively impact on the Oxford St Mall and Bondi Road Shops, resulting in higher development density and loss of parking. 2. Supports the Waverley Strategic Transport Working Group (which includes representation from RMS, Transport for NSW and the Greater Sydney Commission) in prioritising improved bus movements along the Bondi Rd Corridor.

4. Discussion

Council is seeking a holistic approach to transport that offers multi-modal solutions to enhance mobility and access for the long-term future of the LGA. In 2015 Council commissioned external consultants (Bitzios and UTS Institute for Sustainable Futures) to prepare a series of studies and an overall framework for Council to achieve its transport-related goals and objectives, with priorities for action in the short, medium and long term.

The consultant undertook extensive background research which included a survey of 1,000 people at Bondi Beach and Bondi Junction to gauge their usage of car parking; a broad-level traffic modelling study; an audit of current works by Council (such as Complete Streets, Bondi Junction PAMP, and the Bondi Park, Beach and Pavilion POM), and internal consultation and workshops with staff and Councillors. This detailed background work was collated into a Key Issues Paper; and a Strategy Report was prepared by the consultant. This was then summarised into a Summary Document for public exhibition.

Consultation

A draft of the three key documents (Summary Document, Strategy Paper by Bitzios, and Key Issues Paper by Bitzios) was placed on public exhibition for community feedback for six weeks to 16 June 2017 with around 300 survey and written responses from individuals, community organisations, businesses, neighbouring local governments and state government agencies. A summary of the responses is at Attachment 4.

Consultation has included the following:

- Workshop with Councillors on final draft Strategy Paper (31 Oct 2017)

- Inaugural meeting of Waverley Strategic Transport Working Group which included representation from Transport for NSW and RMS (11 Oct 2017)
- Public consultation on the draft documents which reached 26,500 people and received 300 responses (5 May 2017 to 16 June 2017). See Attachment 4.
- Workshop with Councillors on Key Issues Paper and Car Park User Survey (26 Apr 2016)
- Workshop with Councillors on draft Strategy Paper (29 Nov 2016)
- Meetings with the Project Control Group (Oct 2015, Nov 2015, Jan 2016, Mar 2016, Dec 2016, Aug 2017, Oct 2017)
- Car parking user intercept surveys at Bondi Junction and Bondi Beach (Nov 2015, Jan 2016, Feb 2016) with 1000 surveys undertaken by the consultant.

Key Changes following public exhibition in May/June 2017

The feedback from public consultation has been incorporated into the Final Summary document, and final Strategy Paper by Bitzios.

As a result of the feedback, and other previously unanticipated changes within the transport industry (for example dockless share bikes and on-demand buses) some adjustments were made to the Final Summary document and Strategy Paper by Bitzios.

The biggest change was to reprioritise the twelve signature projects to reflect public feedback about which projects have higher priority. There were previously two Bondi Road Corridor projects (Bondi Rd Corridor public transport priority, and Bondi Rd laneways, land use and parking) which have been combined into a single signature project that emphasises short-term improvement to bus priority movements; and a long-term masterplan to provide a bus rapid transit system, and improved streetscape amenity and access.

The 126 implementation actions have been rationalised to 96 actions. In the draft version there were several actions that were repetitive, and they were ordered under each location (Bondi Junction, Bondi Beach etc). The actions have been re-ordered to specify more clearly how they deliver on the Signature Projects.

Based on public feedback, a new signature project has been created 'Shared and Electric Vehicles'. This covers share vehicles (such as share cars, share bikes and potentially share scooters/ motorbikes in future); as well as charging for electric vehicles.

These changes are detailed below:

Topic area	What was exhibited	What is in the final document	Rationale for change
Summary document, pages 1-15	No major change	No major change	Very positive community response, with strong support for the Transport Hierarchy. This section is largely the same with some very minor updates to wording.
Signature Projects, pages 16-39	12 Signature Projects	12 Signature Projects	The overall number of signature projects is the same, but the order of the projects has changed in response to the feedback.
Implementation items	126 actions, across different areas of the LGA, and according to each mode of travel	96 implementation actions, delivering on the Signature Projects	The actions have been rationalised to reduce repetition. The actions more clearly specify how they deliver on the Signature Projects; and are renumbered to be simpler and clearer.
1. Better Streetscapes	Whole of LGA implementation items	Signature Project:	There was not a Signature Project that covered 'whole of LGA' action items. This has now been restructured to reflect

Topic area	What was exhibited	What is in the final document	Rationale for change
		1. Better Streetscapes	this.
2. Cycling Strategy	Signature Project: 11. Cycling Superhighways	Signature Project: 2. Cycling Strategy	Respondents to the online survey on the draft document selected Cycling Superhighways as highest priority project by a large margin. This has been moved up in priority to reflect the public feedback. Dockless share bikes have also been acknowledged as they were not operational at the time of printing the draft document.
3. Bondi Junction Interchange	Signature Project: 1. Bondi Junction transport interchange	Signature Project: 3. Bondi Junction Interchange	This was selected by the public as the second highest priority project after Cycling Superhighways. The objective of this project is to improve safety and accessibility for the 86,500 people using the bus and rail interchange every day.
4. Bondi Rd Corridor	Signature Project: 2. Bond Rd Corridor public transport priority 3. Bondi Rd - laneways, land use and parking	Signature Project: 4. Bondi Road Corridor	Two previous signature projects have been combined into one signature project. These were both relatively highly listed by the public as priority projects, and so the combined project is listed at number 4. The project no longer involves changes to land use, but keeps an emphasis on transport movement, better streetscape amenity and access, and rear laneway access to increase permeability for pedestrians, bikes, and car parking options.
5. Walking Strategy	Signature Project: 4. Walking Strategy	Signature Project: 4. Walking Strategy	There was strong support for this signature project, and is placed in order of priority based on public feedback. It also includes re-establishing the Green Links program (or equivalent).
6. Smart Cities Mobility	Not mentioned	Signature Project: 6. Smart Cities Mobility	The draft document didn't capture the concept of 'Mobility as a Service' (MaaS) which presents an opportunity to explore future transport options and funding by the state and/or federal government through the Smart Cities program and future Smart Cities Strategy.
7. Schools Active Travel	Signature Project: 12. Schools Active Transport	Signature Project: 7. Schools Active Travel	Schools Active Travel was well supported by the public, so it has been moved up the order of priorities.
8. Shared + Electric Vehicles	6. Bicycle share with e-bikes	Signature Project: 8. Shared + Electric Transport	Whilst there were a few implementation actions in the draft report, there was not a specific signature project that addressed the full topic of shared vehicles (including share bike and share cars) or electric vehicles. Feedback from the public was extremely strong: Council received 30 written responses outlining why car share is important, and that many people had given up car ownership for car share. Dockless share bikes are also going through change and development.
9. Charing Cross	Signature Project: 11. Charing Cross	Signature Project: 9. Charing Cross	No major changes. The key objective remains to improve amenity.
10. Bondi Junction	Signature Project: 8. Bondi Junction Centre	Signature Project: 10. Bondi Junction	Many of the action items in the draft were repetitive. These have been cleared up to only list the key actions that are not already covered in Complete Streets.
11. Bondi Beach	Signature Project: 9. Bondi Beachfront	Signature Project: 11. Bondi Beach	Many of the action items in the draft were repetitive so these have been rationalised or moved to other sections where relevant. No other major changes.
12. Smart Parking Management	Signature Project: 7. Dynamic Parking Management	Signature Project: 12. Smart Parking Management	There appeared to be some confusion about what the draft signature project entailed. This has been clarified, and the section expanded to include other implementation actions related to on-street and off-street parking.

Topic area	What was exhibited	What is in the final document	Rationale for change
			There are no major new implementation actions in this section that were not previously mentioned in the draft report.

Signature Projects – summary

The twelve signature projects are summarised as follows:

- | | | |
|----|--------------------------------|--|
| 1 | Better Streetscapes | Expand the concept of ‘complete streets’ to the whole of Waverley LGA. This includes committing to the Transport Hierarchy and ensuring it is delivered through all our road and footpath works. The biggest improvement to road safety and amenity, which can be delivered at relatively low cost, is to reduce road speeds throughout the LGA to 40km/h, with special 30km/h and 10km/h zones where there is high pedestrian activity. |
| 2 | Cycling Strategy | Provide safe cycling infrastructure across Waverley and beyond. Complete the Bondi Junction Cycleway, and build a comprehensive network of separated, safe cycleways. |
| 3 | Bondi Junction Interchange | Overhaul the Bondi Junction transport interchange and make it safe, convenient and accessible to pedestrians. Work with TfNSW to provide a direct connection to trains through Rowe St, install secure bike parking for 800 bikes, and improve kiss+ride facilities. |
| 4 | Bondi Road Corridor | Improve transport and access along the Bondi Road corridor with short-term improvements to bus priority movements; and a long-term masterplan to provide a bus rapid transit system (including potentially a driverless bus system) and improved streetscape amenity and access. |
| 5 | Walking Strategy | Improve walking access, convenience and safety for everybody in the community. |
| 6 | Smart Cities Mobility Strategy | Leverage current and future technologies to provide better transport outcomes – for example with apps that show all transport options through ‘mobility as a service’; and anticipating the implications of future changes to transport. |
| 7 | Schools Active Transport | Improve access to schools to make it easy to walk, ride and catch public transport. This includes working with schools to improve infrastructure and drop-off facilities; and investigating ways to reduce travel demand. |
| 8 | Shared and Electric Vehicles | Encourage more shared vehicles (cars, bicycle, scooters) and electric vehicles charging. |
| 9 | Charing Cross | Review the movement of vehicles through Charing Cross, and improve the village streetscape and amenity. |
| 10 | Bondi Junction | Continue to implement Complete Streets Bondi Junction and reduce traffic circulation. |

- | | | |
|----|--------------------------|--|
| 11 | Bondi Beach | Implement major improvements to Campbell Parade and Bondi Beach, consistent with adopted Council policy. |
| 12 | Smart Parking Management | Take an integrated approach to parking, land use and travel demand. |

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: L6 Streets are safe and vibrant places which facilitate movement and interaction.
 Strategy: L6b Stabilise or reduce private passenger vehicle numbers or trips.
 Deliverable: Infrastructure, education and promotion programs to encourage car efficiency and active travel as an alternative to the private car.

Other directions that are relevant include:

L7 Walking + Cycling: People frequently walk and ride their bikes, particularly for local trips

L8 Public Transport: Improved quality, integration and increased frequency of public transport

L9 Parking: Parking, both on-street and off-street, is equitably accessed and effectively managed.

Progress against Council's targets

The Waverley Together 3 (WT3) community plan and Environmental Action Plan (EAP3) included targets to reduce car travel; increase the proportion of public transport, walking and cycling; stabilise the number of cars registered in Waverley; and reduce the number of 4WD vehicles registered. Benchmarks were established using independent data sources, including the NSW Household Travel Survey and RMS vehicle registration data. Progress against these targets is as follows:

Sustainable transport target for 2020	Benchmark data (2006/07)	Current Status (2016/17)	Target (for 2020)
Distance travelled by private car declines by 15% NSW Household Travel Survey	11.0 km / day	10.8 km / day ✓ Some progress	9.35 km / day
Mode share of public transport, walking, cycling increases to 40% NSW Household Travel Survey	25% by distance	35% by distance ✓ Good progress	40% by distance
Number of passenger cars same as 2007 levels RMS vehicle registration data	22,059 cars	22,427 cars ✓ Achieved	22,059 cars
Number of 4WD/SUV vehicles declines 5% from 2007 levels RMS vehicle registration data	5,444 4WDs	9,203 4WDs ✗ Regressed Growing 7% pa	5,172 4WDs

6. Financial impact statement/Timeframe/Consultation

Once adopted, Council will progress to the next stages of business cases and feasibilities for the 12 signature projects and 96 implementation actions. At this stage, a number of projects are included in the capital works plan that relate to implementation actions consistent with Waverley's People, Movement and Places. While many of these are generic, such as 'Implement high priority transport projects', others are specific and relate to projects already underway or committed to be Council, such as School Safety Zones Bike Plan Implementation, and Rowe Street redevelopment.

7. Conclusion

The Waverley's People, Movement and Places study provides a vision and roadmap for the future of transport for Waverley LGA over the next decade. It provides extensive background research on the key issues to consider, as well as recommending future directions for all transport modes.

Public feedback was sought on which Signature Projects the community considers are priorities, and how to implement these in the short, medium and long term. This feedback has been incorporated into the final documentation.

Next steps:

Once Waverley's People, Movement and Places is adopted by Council, the next stages for delivery are to:

- Continue to deliver funded projects
- Deliver additional implementation actions using existing resources where possible
- Where funding and resources for implementation have not already been allocated, scope each project, develop business cases and prepare feasibilities
- Continue the Waverley Strategic Transport Working Group to progress projects where partnership with state government agencies is required
- Submit funding grant applications for projects that have potential to improve public transport accessibility and provide infrastructure which achieves the objectives of Waverley's People, Movement and Places.

8. Attachments:

1. Final Summary - Waverley's People, Movement and Places (under separate cover)
2. Strategy Report by Bitzios Consulting - Waverley's People, Movement and Places (under separate cover)
3. Key Issues Paper by Bitzios Consulting - Waverley's People Movement Places (under separate cover)
4. Feedback on Draft Report - Waverley's People, Movement and Places (under separate cover)

REPORT
CM/7.12/17.12

Subject: Submissions on Draft Greater Sydney Region Plan, Revised Draft Eastern City District Plan and Future Transport 2056

TRIM No.: A16/0717

Author: Dan Starreveld, Principal Strategic Planner

Director: Peter Monks, Director Waverley Futures

RECOMMENDATION:

That Council:

1. Endorses the submission on the 'Draft Greater Sydney Region Plan' and 'Revised Draft Eastern City District Plan'.
2. Notes the submission made on 'Future Transport 2056' and advises whether there are any additional issues to be added to the submission.

1. Executive Summary

The purpose of this report is to provide an update on the release of the 'Draft Greater Sydney Region Plan', 'Revised Draft Eastern City District Plan' and endorse the attached submission. The report also outlines the aims and actions of the 'Future Transport 2056' transport plan and includes the submission prepared in response.

2. Introduction/Background

On 23 November 2016, the Greater Sydney Commission released the 'A Plan for Growing Sydney 2056' and the 'Draft Central District Plan' for public exhibition. A link to these plans is available at the following website: <https://www.greater.sydney/strategic-planning>. Council prepared a submission in response to both plans noting some of the key concerns and priorities for the Waverley community. Submissions closed in March 2017.

On 26 October 2017, the Greater Sydney Commission released an updated version of both documents now known as the 'Draft Greater Sydney Region Plan' and the 'Revised Draft Eastern City District Plan'. The public exhibition period is open until 15 December 2017.

The NSW Government has also released 'Future Transport 2056' which is "a vision for how transport can support growth and the economy of New South Wales over the next 40 years". This strategy has been prepared by Transport for NSW (TfNSW) in partnership with the Greater Sydney Commission. Submissions on 'Future Transport 2056' closed on 3 December 2017.

The 'Revised Draft Eastern City District Plan' (hereafter referred as 'Draft District Plan') includes some amendments in response to some of the issues raised in Council's previous submission. These will be further detailed in Section 4 of this report.

3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Council Meeting 21 March 2017	CM/7.3/17.03	<p>That:</p> <ol style="list-style-type: none"> 1. Council defers consideration of the draft submission to the Greater Sydney Commission on the Draft Central District Plan and 'Towards our Greater Sydney 2056' pending a Councillor workshop to be held on 28 March 2017 to discuss issues in the draft submission. 2. If Council cannot for any reason hold the workshop, that the Director, Waverley Futures, be delegated to lodge the attached submission on behalf of Council.
Council Meeting 12 April 2017	CM/7.6/17.04	<p>That Council endorses the draft submission to the Greater Sydney Commission on the draft Central District Plan and 'Towards our Greater Sydney 2056', subject to the following amendments:</p> <ol style="list-style-type: none"> 1. Under the issue of Affordable Housing on page 7 of the submission (page 223 of the agenda), the last sentence of the third paragraph be amended to read as follows: 'This represents approximately 5% of uplift.' 2. Under the issue of Affordable Housing on page 7 of the submission (page 223 of the agenda), the fourth paragraph be amended to read as follows: 'The GSC target therefore needs to be a more aggressive and informed policy position. As an alternative, the affordable housing target should apply to all "major" residential flat building (RFB) development, and not just where there is value uplift through rezoning, if the GSC hopes to meet the annual affordable housing requirements stated in the CDP.'

4. Discussion

Key Updates

Since March 2017, the Greater Sydney Commission (GSC) have been reviewing the feedback received through the initial public exhibition period. It is important to note that there has been no change in the 5yr dwellings target (1250 dwellings to 2021) or the 20yr jobs forecast (between 3,200 and 6,700 additional jobs to 2036). The following key changes have been made in response to some of the matters raised in Council's previous submission:

- Bondi Junction has been reinstated as a 'Strategic Centre' which recognises the regional significance and role of the centre in providing retail and local services;
- Additional actions for Bondi Junction include:
 - "45. Strengthen Bondi Junction through approaches that:
 - a. protect capacity for job targets and a diverse mix of uses to strengthen and reinforce the economic role of the centre
 - f. investigate opportunities to improve and diversify night-time economy offerings
 - g. promote place making initiatives to improve the quality of public spaces"
- An action to develop an affordable housing target, suggested as 5-10% in state nominated areas of uplift; and,
- An imperative to increase: open space provision and accessibility; the urban tree canopy; green infrastructure such as WSUD; and the Green Grid to reduce the Urban Heat Island Effect.

Previous submission

As outlined above, Council's previous submission (see Attachment 1) identified a number of significant concerns with the previous Draft District Plan. In forming its position, council officers prepared two in-house research papers aimed at establishing sound evidence bases and identify some of the key issues facing Waverley in the areas of housing and jobs. These research papers are known as the 'Waverley Housing Issues Paper' and the 'Bondi Junction Commercial Centre Review' and are summarised below.

Waverley Housing Issues Paper

The Waverley Housing Issues Paper (WHIP) (see Attachment 2) provides a snapshot of housing issues, trends, drivers and opportunities for housing supply in Waverley. It provides a robust evidence base upon which further investigations and policy decisions can be based and will also inform the future Local Housing Strategy that is a requirement of the Greater Sydney Commission's *District Plans*.

Bondi Junction Commercial Centre Review

The Bondi Junction Commercial Centre Review (BJCCR) (see Attachment 3) is an evidence base prepared in response to the Greater Sydney Commission's drafting of the Central District Plan (CDP) with a particular focus on commercial office development. It is envisaged that the BJCCR will also be used as a decision making tool and reference point to support Strategic Town Planning and Economic Development decisions and potentially as a springboard for future work in Bondi Junction.

The BJCCR report includes an analysis of broader trends and drivers in the economy, local planning and development history of Bondi Junction, as well as issues and trends, development projections, capacity and viability in Bondi Junction.

New submission

A new submission has been prepared in response to the Draft District Plan (see Attachment 4). The submission has been prepared following a Councillor workshop held on 28 November 2017. The key matters addressed in the submission include:

- Reiterating the importance of an affordable housing target for all of Greater Sydney.

- Promoting the retention of B3 Commercial Core zoned land, and where appropriate a minimum non-residential FSR in the B4 Mixed Use zone in Bondi Junction.
- Improve connections to Bondi Junction Interchange and promote active and public transport, and minimise trips in private vehicles.
- Nominating Bondi Junction as a Low-Carbon Precinct to showcase sustainability excellence and innovation in the Eastern City District in accordance with the Green Infrastructure Master Plan.

Future Transport 2056

Future Transport 2056 (FT2056) was prepared by TfNSW and was concurrently on public exhibition with the GSRP and EDCP. FT2056 is an update of the NSW Long Term Transport Master Plan. The FT2056 sets the 40 year vision, direction and outcomes framework for customer mobility in NSW, which will guide transport investment over the longer term. A submission was prepared by council officers which was lodged with TfNSW on 3 December 2017 (see Attachment 5). Any additional comments or issues raised by Councillors will be forwarded to TfNSW.

Next steps

The GSC have advised that they are working towards a March 2018 finalisation of the Draft Greater Sydney Region Plan and Draft District Plans. Once finalised, Council will be required to prepare a Local Strategic Planning Statement and Local Housing Strategy. Once these plans are finalised Council can commence a comprehensive review of its Local Environmental Plan (LEP). The GSC have noted that new comprehensive LEPs are to be finalised within three years.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction:	L5 Buildings are well-designed, safe and accessible and the new is balanced with the old.
Strategy:	L5a Ensure planning building controls for new buildings and building upgrades deliver high quality urban design that is safe and accessible, in which heritage and open space is recognised, respected and protected.
Deliverable:	Strategic Land Use policies and plans reviewed regularly .

6. Financial impact statement/Timeframe/Consultation

Financial

Nil.

Timeframe

The deadline for submissions is 15 December 2017. It is expected that the Greater Sydney Region Plan and Draft District Plan will be finalised by March 2018. The GSC have advised that they will be working with Councils throughout 2018 to assist in the preparation of the Local Strategic Planning Statement and Local Housing Strategy.

It is also noted that a new comprehensive Local Environmental Plan will need to be prepared within 3 years of the finalisation of the District Plans. This process will follow the preparation of the Strategic Planning Statement and Housing Strategy.

Consultation

Council officers consulted with Councillors through the workshop of 28 November 2017 which informed the finalisation of the draft submission.

7. Conclusion

The draft submission on the 'Draft Greater Sydney Region Plan' and 'Revised Draft Eastern City District Plan' has been updated in line with feedback received at the Councillor Workshop and is presented to Council for endorsement.

8. Attachments:

1. Previous Submission - Central District Plan Endorsed 12042017 (under separate cover)
2. Waverley Housing Issues Paper - November 2017 (under separate cover)
3. Bondi Junction Commercial Centre Review - November 2017 (under separate cover)
4. Draft Submission - Eastern City District Plan 301117 (under separate cover)
5. Draft Submission - Future Transport 2056 - Waverley Council - 4 December 17 (under separate cover)

REPORT CM/7.13/17.12



Subject: Planning Agreement Policy 2014 - Update

TRIM No.: A15/0046

Author: Tim Sneesby, Senior Strategic Planner

Director: Peter Monks, Director Waverley Futures

RECOMMENDATION:

That Council:

1. Adopts Waverley Planning Agreement Policy 2014 (Amendment No. 2) attached to this report for the purposes of public exhibition for a period of 28 days.
2. Notes the purpose of this amendment to the Waverley Planning Agreement Policy 2014 is to implement pre-scheduled development contribution rates, implement and clarify the process for applying planning agreements to planning proposals in order to fund public infrastructure needs and housekeeping updates.
3. Notes that the proposed amendments relating to standardised, pre-scheduled development contribution rates are consistent with the value sharing principles that have been applied to Planning Agreements negotiated to date.
4. Notes that the proposed amendments relating to a planning proposal are consistent with the principles which have been applied to planning agreements negotiated for development applications, with the latter providing certainty for the community and development industry.

1. Executive Summary

The 'Waverley Planning Agreement Policy 2014' (Amendment No. 2) proposes changes to the 'Waverley Planning Agreement Policy 2014', to include the following amendments:

- Update the approach to calculate monetary contributions for Development Applications: from the current case-by-case basis to a series of pre-scheduled, standardised benchmarks.
- Build upon the draft process for applying voluntary planning agreements (VPA) to planning proposals (PP) identified in the 20 October 2015 Council meeting (Amendment 1), which was publicly exhibited but not reported to Council for adoption.
- Housekeeping amendments.

Adopting pre-scheduled, standardised development contribution rates would result in a more efficient, consistent, transparent policy that creates greater certainty for the community, Council and developers. It would also reduce the resource and time intensiveness of the current approach and limit opportunities for the development industry to 'game the system'.

Amendment 1 to the 'Waverley Planning Agreement Policy 2014' included a process for applying VPAs to PPs. This amendment was endorsed for public exhibition at the October 2015 Council meeting. It was noted

in this Council meeting that further work needed to be completed to determine the timing and mechanism for a planning agreement contribution associated with a PP.

The application of a VPA to a PP was planned to occur using the planning proposal at 194 Oxford Street as a case study. Following which the policy could be further refined based on the practical lessons learnt in the negotiation of a VPA with a PP. A VPA was not entered into for 194 Oxford Street and has not been successfully entered into for any other PPs; hence this Amendment 1 was never reported to Council for adoption. Notwithstanding, Council officers have sought legal advice regarding the best way to implement a VPA with a PP and believe that the changes outlined in Amendment 1 should be adopted by Council, along with further details about the timing and mechanism indicated in Amendment 2 (see Attachment 1). A number of housekeeping amendments have also been identified and addressed in Amendment 2 to the 'Waverley Planning Agreement Policy 2014'. Amendment 2 therefore incorporates the changes proposed in Amendment 1, standardised benchmarks for Planning Agreements related to Development Applications and certain minor housekeeping amendments.

2. Introduction/Background

The 'Waverley Planning Agreement Policy 2014' has been successfully utilised to negotiate and draft planning agreements accompanying Development Applications seeking a Clause 4.6 variation to Clause 4.4 Floor space ratio for an additional 15%.

Value sharing approach

The value sharing (or value capture) approach seeks to share the value uplift (also known as windfall gain, planning gain, unearned increment or economic rent) that developers receive from increases to density above the current controls. The share that Council pursues is 50% of the value uplift gained by the developer. This share of value is used to fund community infrastructure and affordable housing. Waverley's policy received a Commendation from the 2015 PIA NSW awards in the category of '*Improving Planning Processes & Practices*'.

The rationale underpinning value sharing is that planning decisions are made in the public interest and the value of land is created by planning decisions. Therefore, value uplift is conceptually community property and the community have a legitimate claim to the benefits created by planning decisions and a reasonable share of development profit. To this extent, value capture is not just a valuable funding mechanism, but a fundamental equity issue that places the public interest at the forefront of planning.

Development proposals, in the form of development applications or planning proposals, often seek to go beyond the existing development standards (i.e. height and floor space controls). This approach acknowledges that there are some instances where additional development can occur on sites beyond existing planning controls, while not unacceptably impacting on the amenity of neighbouring residents. It allows each development to not only be subject to standard controls, but also to be assessed on its merits. This approach has been built into the planning system for some time under a standard clause (cl4.6) in the Standard Instrument Local Environmental Plan (and before that in SEPP 1 – Development Standards) to "achieve better outcomes for and from development by allowing flexibility in particular circumstances".

Where development exceeds the established planning controls, and can do so without having an unacceptable impact, then value sharing can provide the community a net benefit from the development in terms of additional infrastructure and amenity.

Prior to the adoption of the '*Waverley Planning Agreement Policy 2014*', development applications would seek to exceed Council's planning controls, in accordance with clause 4.6 of the LEP, and could be approved with no contributions to community infrastructure. In instances where these applications were refused, they were often subject to lengthy and costly court cases. However, the '*Waverley Planning Agreement Policy 2014*' is clear that "*development that is unacceptable on planning grounds will not be given consent*".

because of benefits offered by a developer” and that “council will not enter a planning agreement unless it is satisfied that the proposed development is acceptable on planning grounds having regard to the general heads of consideration set out in Section 79C of the Act”. For instance, Council has refused several development applications and s96 modification applications involving VPAs on the grounds that these would have unacceptable impacts in planning terms. This includes developments seeking two additional storeys that would have contributed VPAs worth \$4.2 million, \$3.2 million and \$1million.

Success of Council’s policy

The case-by-case value sharing method used in Council’s ‘Waverley Planning Agreement Policy 2014’ has been very successful in delivering community benefits. To date, close to \$23 million has been negotiated under the ‘Waverley Planning Agreement Policy 2014’, with \$2.3 million of this being contributed towards Waverley’s affordable housing program (much of this amount will be paid at Occupation Certificate stage). To place this number into context, the development contributions (s94A) provided by all development across Waverley LGA for 2016/17 was \$3.2million.

Contributions have been dedicated towards a number of public domain upgrades including Waverley’s Complete Streets program in Bondi Junction (for development relating to Bondi Junction), the Campbell Parade upgrade in Bondi Beach and a number of upgrades to local parks nearby developments. In particular, there have been a number of instances where parks directly adjacent to a subject development have been upgraded as a result of VPA contributions. To this extent, the VPA policy ensures that increases in density are associated with an increase in liveability, rather than a decrease. On average, monetary contributions have delivered \$3,300 per square metre of additional floor space.

All of the revenue from VPAs has come from development applications and Council has yet to successfully negotiate a planning proposal in accordance with the ‘Waverley Planning Agreement Policy 2014’.

3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Council Meeting 20 October 2015	CM/7.6/15.10	<p>That Council:</p> <ol style="list-style-type: none"> Notes the key purpose of this amendment to the ‘Waverley Planning Agreement Policy 2014’ is to identify and capture the increase in value arising from a Planning Proposal in order to fund public infrastructure needs. Notes that the proposed amendments relating to a Planning Proposal are consistent with the principles which have been applied to Planning Agreements negotiated for development applications, with the latter providing certainty for the community and development industry. Further notes that this is the first time a detailed Planning Agreement methodology has been proposed for Planning Proposals, and it would be valuable to advertise the draft amendments to generate community and industry feedback for Council’s consideration of issues that may arise. Adopts for the purpose of exhibition the ‘Waverley Planning Agreement Policy 2014’ (Amendment No. 1) for a period of 28 days, subject to the following: <ul style="list-style-type: none"> a) Amend Section 4.3 by replacing the second paragraph with new wording as follows: <p>4.3 Public comment on planning agreements The Council encourages the public to make submissions on planning</p>

Council or Committee Meeting and Date	Minute No.	Decision
		<p>agreements. This will allow the Council to better understand local needs and permit fine tuning of the planning obligations set out in any planning agreement. In the case of development applications, the planning agreement is usually advertised separate to the development application once satisfactory negotiations have taken place. In the case of planning proposals, the planning agreement will be advertised at the same time as the planning proposal during the formal exhibition period.</p> <p>b) Amend the wording under Section 5.3.1 to read as follows: The Council will generally require a planning agreement to provide that the developer's obligations must be met prior to the issuing of any construction certificate related to the subject development application.</p> <p>c) Amend the wording under Section 5.3.2(a) to read as follows: If the proponent of the planning proposal is also the development applicant and continues to develop the site, then the developer's obligations must be met prior to the issuing of any construction certificate related to the subject development application.</p> <p>d) Amend the note under Section 5.3.2(a) to read as follows: Note: There may be a significant time gap between the gazettal of the planning proposal and the issuing of a construction certificate for any subsequent development of the subject site. Timing must be a key consideration during the negotiation of the planning agreement terms.</p> <p>e) Council officers are to further investigate during the public exhibition period, in relation to Section 5.3, the timing requirements for when a developer contribution is to be made to Council to ensure that the value of the public benefit reflects the market at the time when a construction certificate is issued for any subsequent development of the subject site.</p>
Operations Committee Meeting 7 October 2014	OC/5.2/14/10	<p>That Council resolves to adopt the 'Waverley Planning Agreement Policy 2014' provided at Attachment 1 to this report, which will replace the Interim Voluntary Planning Agreement Policy 2013 subject to the following amendments:</p> <ol style="list-style-type: none"> On page 42 of the Committee Agenda, Section 3.3 Probity, dot point 1 be amended to read as follows: <ul style="list-style-type: none"> "Inform any applicant about Council values and business ethics - specifically, about ethical behaviour appropriate to business dealings. A copy of Council's Statement of Ethics Policy (as amended from time to time) is attached at Appendix 7."

Council or Committee Meeting and Date	Minute No.	Decision
		<p>2. On page 43 of the Committee Agenda, Section 3.3 Probity, add point (g) as follows: "(g) Where Council is the consent authority and an applicant has proposed to enter into a Planning Agreement, the development application must be determined by the Waverley Development Assessment Panel (WDAP), or the Joint Regional Planning Panel (JRPP) unless the matter is of minor significance as determined by the Director, Waverley Futures."</p> <p>3. On page 47 of the Committee Agenda, Section 5.11 Methodology for valuing public benefits under a planning agreement be amended to read as follows: "Subject to section 2.4, unless otherwise agreed in a particular case, public benefits will be valued as follows:"</p> <p>4. On page 47 of the Committee Agenda, Section 5.11.1 Title be amended as follows: "Provision of land or units", and its first sentence read as follows: "Where the benefit under a planning agreement is the provision of land for a public purpose, or units given to Council in perpetuity, the value of the benefit will be determined by an independent valuer who is experienced in valuing land in New South Wales (and who is acceptable to Council), on the basis of a scope of work which is prepared by Council." 5. On page 69 of the Committee Agenda, Appendix 7 Title be amended to read as follows: "Waverley Council Statement Of Business Ethics (as amended from time to time)".</p>
Council Meeting 10 December 2013	1312.12.7/13	<p>A. Review Clause 4.4B of Waverley LEP 2012 in conjunction with the Department of Planning and Infrastructure and our legal representatives in order to ensure that:</p> <ul style="list-style-type: none"> i. The value of any affordable housing incentive associated with future development is shared equitably between Council and developers. ii. The intent of any future amendment is the continuation of an affordable housing enabling provision in the Waverley Local Environmental Plan. iii. Seek the removal of "Area 1" from WLEP2012 and instead include a subclause in Clause 4.4B that the clause applies to areas zoned R3 Medium Density, R4 High Density and B4 Mixed Use. <p>B. That subject to "A" above, a Planning Proposal be prepared and submitted to the Department of Planning and Infrastructure for a gateway determination seeking approval for the preparation of a draft Local Environmental Plan to amend WLEP 2012.</p> <p>C. However, if as a result of future discussions this is not possible, Clause 4.4b be repealed and objectives to deliver affordable housing be incorporated into the Planning Agreement Policy and/or Development Control Plan.</p> <p>D. That subject to a positive response from the Department of Planning and Infrastructure, the Planning Proposal be</p>

Council or Committee Meeting and Date	Minute No.	Decision
		placed on public exhibition in accordance with the requirements of the Gateway determination.
Finance, Ethics & Strategic Planning Committee 5 November 2013	F-1311.7/13	1. That Council resolve to publicly exhibit the Planning Agreement Policy 2013 attached to this report (Attachment 1)
Council Meeting 18 June 2013	1306.12.8	1. Council adopt the Interim Voluntary Planning Agreement Policy 2013 attached to this report (Attachment 1).

4. Discussion

Despite the success of the 'Waverley Planning Agreement Policy 2014', the current case-by-case approach to calculating VPA amounts is only one way of implementing a value sharing method and has limitations. The number of planning agreements being negotiated over the past 12 months has increased significantly, which has led to a strain on Council resources and exposed some shortcomings of the current approach. Disadvantages of the current approach are that it provides a lack of certainty to the community, Council and development industry (in terms of the monetary contribution rate required), it is time and resource intensive and is open to gaming by developers.

This report reviews best practice approaches to calculating VPA amounts that avoid the drawbacks of the current approach, while also delivering community benefits.

Council has sought legal advice on the best way to implement a VPA associated with a planning proposal. Initial advice from the Department of Planning and Environment (DP&E) was that Council could enter into a Memorandum of Understanding with the applicant prior to gazettal to ensure that a VPA was entered into following the gazettal of the change in LEP. Amendment 1 outlines that the VPA should be exhibited at the same time as the PP, after the Gateway Determination from the DP&E, and that the VPA should be entered into before gazettal of the planning proposal. Legal advice suggests that Council should seek to exhibit and enter into a planning agreement before Gateway Determination from the DPE.

The updates associated with Amendment 1, as well as additional changes relating to the timing and mechanism for securing the VPA with a PP, are recommended to be incorporated into the 'Waverley Planning Agreement Policy 2014'.

Review of different methods to calculate VPAs

The use of different methods to calculate VPA amount payable and contributions split has been investigated by reviewing several different Councils approaches. Only one other Council has a similar policy of calculating contributions rates on a case-by-case basis, while most Councils examined have implemented standardised benchmark rates to calculate the VPA rates payable. The below tables discuss some of the pros and cons associated with the current 'Waverley Planning Agreement Policy 2014'.

Assessment of the current valuation approach compared to a standardised benchmark approach

Criteria	Valuation approach	
	Current case-by-case	Standardised benchmarks
Accuracy and equity	Given that no two developments are the same, with varying valuations and costs for different sites, the current policy allows for the assessment of value uplift for each particular development. To this extent a case-by-case approach can be argued to be	Benchmarks apply averages and hence it could be argued that they may not be as accurate or equitable as a case-by-case approach to estimating value uplift. However, case-by-case estimations of contributions are liable to gaming by

	a more accurate and equitable assessment of value capture for each site.	applicants. Applicants typically provide 'lowball' valuations and inflated cost figures. Given the extensive sales evidence available, agreement on the valuation rate is reached relatively quickly. Negotiating development costs can however become a protracted exercise often leading to VPA negotiations stretching over months rather than weeks. Council can and does engage independent advice (at applicant's expense), but there is an inherent difficulty in arguing hypothetical development costs given that these can vary significantly within a range up to 600%. Therefore, in practice a case-by-case approach is likely no more accurate and is likely to be less equitable than a benchmark approach.
Time and labour	The current approach means that considerable time is spent negotiating each particular VPA, with an estimated time spent being a total of 10 days between the Strategic Property Analyst and Strategic Planner. This equates to an average cost of approximately \$3,500 per VPA, with the engagement of legal services adding approximately an additional \$2,000 for each VPA negotiated. If Council engages an independent QS and valuer, then the cost of these are \$4,000 – \$6,000 each. Beyond the financial cost of negotiating each VPA for Council, there is an 'opportunity cost' that could be spent on other strategic and forward planning work.	Using a benchmark approach would mean that each VPA would only take around 1 day of time by the Strategic Planner. Legal costs would still be incurred for the drafting of the legal instrument.
Certainty	Given that the amount payable is not known upfront, there is no certainty provided to the community, Council or developers on the community benefit associated with each development.	A benchmark rate provides certainty as the amount can easily be calculated once the floor space exceedance is known.

Valuation method

Implementing a standardised benchmarks approach for development contribution rates for Development Applications would create a more efficient, consistent, transparent policy resulting in greater certainty for the community, council and developers. It would also improve the resource and time intensiveness of the current approach and limit opportunities for the development industry to 'game the system'.

Based on the above evidence, modelling has been completed to determine a series of VPA benchmark rates (see Attachment 2).

The development contribution rates (dollars per square metre) are outlined in the following table. VPA payable rates have not been calculated in Bronte, Tamarama, Waverley or Queens Park as these suburbs have yet to receive any offers for VPAs. If a VPA is offered in these suburbs, then these could use the

'Average LGA' rates. Similarly, these rates are based on development that is largely residential and for developments that are largely non-residential, the existing value sharing calculations process can be used.

VPA payable benchmarks (\$/sqm) 2017	
<i>Bondi Junction</i>	\$3,900
<i>Bondi</i>	\$3,700
<i>Bondi Beach</i>	\$4,300
<i>North Bondi</i>	\$4,200
<i>Dover Heights, Rose Bay & Vaucluse</i>	\$3,000
<i>Average LGA</i>	\$3,820

Note: these rates will be updated on an annual basis based on sales prices.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: L5 Buildings are well-designed, safe and accessible and the new is balanced with the old.
 Strategy: L5c Consider the use of planning controls and agreements to provide improvements to built public infrastructure.
 Deliverable: Opportunities to deliver public infrastructure through Voluntary Planning Agreements (VPA)

6. Financial impact statement/Timeframe/Consultation

Financial impact

There are anticipated to be no financial impacts as funds are not expected to be altered from the levels achieved under the current methodology.

Timeframe

Following Council's endorsement of the 'Waverley Planning Agreement Policy 2014' (Amendment No. 2) it is envisaged that public exhibition will be conducted for a period 28 days. The outcome of the public exhibition will be reported to Council in March 2018. It is envisaged that the 'Waverley Planning Agreement Policy 2014' (Amendment No. 2) will be adopted and in force March 2018.

Consultation

Public Exhibition - a copy of the 'Waverley Planning Agreement Policy 2014' (Amendment No. 2) will be available at the Customer Service Office, Library and on Council's "Have Your Say" website.

7. Conclusion

The 'Waverley Planning Agreement Policy 2014' (Amendment No. 2) will allow for greater surety in the negotiation of planning agreements for development applications and planning proposals. The policy has been drafted in accordance with legislation, Council's policies, plans and strategies

8. Attachments:

1. Exhibition Draft Planning Agreement Policy 2014 Amd 2
2. VPA Policy benchmark modelling



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*Attachment 1 - Planning Agreement Policy 2014
(Amendment No. 2)*

Appendix 1 Valuation Methodology for Development Applications

Appendix 2 Valuation Methodology for Planning Proposals

Appendix 3 Planning Agreement Template

Appendix 4 Explanatory Note Template

Appendix 5 Bondi Beach and Bondi Junction Precinct Maps

Appendix 6 Works for Planning Agreements

Appendix 7 Flowchart of Planning Agreement Process for Development Applications

Appendix 8 Waverley Council Statement of Business Ethics



Part 1 - Policy Framework

1.1 Name of this Policy

This Policy is known as the *Waverley Council Planning Agreement Policy 2014* ("the Policy"). It sets out Waverley Council's policy and procedures relating to planning agreements under the *Environmental Planning and Assessment Act 1979*.

1.2 Application of the Policy and commencement

This Policy applies to development applications lodged pursuant to *Waverley Local Environmental Plan 2012* ("WLEP 2012") and **planning proposals** seeking a change to WLEP 2012 for land and development within the local government area of Waverley Council ("Council") with particular application to the Bondi Junction Precinct and Bondi Beach Precinct Areas. Although Council will consider entering planning agreements in other parts of its local government area it is anticipated that most, ~~if not all~~, planning agreements will relate to development in Bondi Junction Precinct and Bondi Beach Precinct Areas.

This Policy was adopted by resolution of the Council on **[insert date]**. The Policy is effective from **[insert date]**.

1.3 Objectives of this Policy

The objectives of this Policy are:

- (a) to establish a fair, transparent and accountable framework governing the use of planning agreements by the Council;
- (b) to explore the range and extent of development contributions made by development towards public facilities and other public benefits in the Council's area;
- (c) to set out the Council's specific policies and procedures relating to the use of planning agreements within the Council's area;
- (d) to give all stakeholders in development greater involvement in determining the type, standard and location of public facilities and other public benefits; and
- (e) to facilitate public participation and to allow the community to gain an understanding of the benefits of appropriate planning agreements for the provision of public benefits.
- (f) to enhance the understanding within Council's area as to possibilities for development and associated public benefits and planning benefits facilitated by planning agreements in the Bondi Junction Precinct Area and Bondi Beach Precinct Area.

1.4 What does the Policy set out?

This Policy sets out the Council's approach to the use of planning agreements through negotiation when considering development applications and applications for a change to WLEP 2012 in the Waverley area. Council is guided by the policy approach set out in the Department of Planning's Practice Note titled *Planning Agreements* (19 July 2005) ("the Practice Note") although it should be noted Council is not bound to follow the Practice Note.

In particular, this Policy sets out

- timing considerations in respect to planning agreements and procedures for negotiating and entering into planning agreements,
- the circumstances in which the Council may consider entering into a planning agreement,



-
- the matters ordinarily covered by a planning agreement, the form of development contributions which may be sought under a planning agreement. Unless otherwise agreed in a particular case, development contributions **negotiated as part of a development application or as part of a planning proposal** will be valued or calculated as set out in Sections 5.12 and 5.13 (and detailed in Appendix 1 and Appendix 2).
 - examples of the kinds of public benefits which may be sought and, in relation to each kind of benefit, whether it involves a planning benefit,
 - the method for determining the value of public benefits,
 - whether money paid under different planning agreements is to be pooled and progressively applied towards the provision of public benefits to which the different agreements relate,
 - when, how and where public benefits may be provided with particular reference to the Bondi Junction Precinct Area and Bondi Beach Precinct Area,
 - probity measures, and
 - the Council's policies on other matters relating to planning agreements, such as their review and modification, the discharging of the developer's obligations under agreements, the circumstances, if any, in which refunds may be given, dispute resolution and enforcement mechanisms, and the payment of costs relating to the preparation, negotiation, execution, monitoring and other administration of agreements.

1.5 Statutory framework

The current legal and procedural framework for planning agreements is set in Subdivision 2 of Division 6 of the *Environmental Planning and Assessment Act 1979*. Council is also bound by the provisions of Division 1A of Part 4 of the *Environmental Planning and Assessment Regulation 2000*.

Section 93F sets out the circumstances under which a planning agreement may be entered into. It provides a planning agreement may be made between a planning authority (or two or more planning authorities) and a person (developer):

- a) who has sought a change to an environment planning instrument (such as a rezoning application); or
- b) who has made or proposes to make a development application; or
- c) who has entered into an agreement with or is otherwise associated with a person in one of the above two categories.

1.6 What are the mandatory requirements of a planning agreement?

Section 93F(3) of the Act requires planning agreements to include provisions specifying:

- (a) a description of the land to which the agreement applies,
- (b) a description of:
 - (i) the change to the environmental planning instrument to which the agreement applies, or
 - (ii) the development to which the agreement applies,
- (c) the nature and extent of the provision to be made by the developer under the agreement, the time or times by which the provision is to be made and the manner by which the provision is to be made,



-
- (d) in the case of development, whether the agreement excludes (wholly or in part) or does not exclude the application of section 94 or 94A to the development,
 - (e) if the agreement does not exclude the application of section 94 to the development, whether benefits under the agreement are or are not to be taken into consideration in determining a development contribution under section 94,
 - (f) a mechanism for the resolution of disputes under the agreement,
 - (g) the enforcement of the agreement by a suitable means, such as the provision of a bond or guarantee, in the event of a breach of the agreement by the developer

The Act does not preclude a planning agreement containing other provisions that may be necessary or desirable in particular cases, except as provided by law. However, Council has prepared a template agreement that will form the basis for a planning agreement and this may be used as the basis for any agreement. This is attached as Appendix 3.

Clause 25E(1) of the Regulation requires that an explanatory note must accompany a planning agreement that:

- summarises the objectives, nature and effect of the proposed agreement, amendment or revocation, and
- contains an assessment of the merits of the proposed agreement, amendment or revocation, including the impact (positive or negative) on the public or any relevant section of the public.

1.7 Guiding principles

The Practice Note sets out guidelines and safeguards in the application of planning agreements. These include determining the planning agreements acceptability and reasonableness. As such attention will be directed towards:

- proper or legitimate planning purposes, ordinarily ascertainable from the statutory planning controls and other adopted planning policies applying to development,
- providing for public benefits that bear a relationship to development that are not wholly unrelated to the development and are located in the precinct area in which the development is located.
- producing outcomes that meet the general values and expectations of the public and protect the overall public interest,
- providing for a reasonable means of achieving the relevant purposes and outcomes and securing the benefits, and
- protecting the community against planning harm.

Generally, **negotiations of a planning agreement should commence** before lodgment of a development application/**submission of a planning proposal to the Gateway** so as to ensure a practical outcome for public notification (see 3.2 and Part 4). **In most cases, by way of safeguard, a planning agreement should be entered into before a planning proposal is submitted to the Gateway.**

In addition, by way of safeguard, Council will seek to ensure probity of its processes involving planning agreements by ensuring applications involving planning agreements which involve Council land, or development applications made by or on behalf of Council, are independently assessed by an external planning consultant.



1.8 Terms and definitions used in this Policy

In this Policy, the following terminology is used:

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

Bondi Beach Precinct Area means the area shown in the attached map at Appendix 5.

Bondi Junction Precinct Area means the area shown in the attached map at Appendix 5.

Council means Waverley Council.

developer is a person who has sought a change to an environmental planning instrument (which includes the making, amendment or repeal of an instrument (s93F(11)), or who has made or proposes to make a development application, or who has entered into an agreement with or is otherwise associated with such a person.

development application has the same meaning as in the Act.

development contribution means the kind of provision made by a developer under a planning agreement, being a monetary contribution, the dedication of land free of cost or the provision of any other material public benefit.

explanatory note means a written statement that provides details of the objectives, nature, effect and merits of a planning agreement, or an amendment to or revocation of a planning agreement.

instrument change means a change to an environmental planning instrument to facilitate a development the subject of a planning agreement.

planning benefit means a development contribution that confers a net public benefit.

public facilities means public infrastructure, facilities, amenities and services.

planning obligation means an obligation imposed by a planning agreement on a developer requiring the developer to make a development contribution.

planning proposal means an application to amend the Waverley Local Environmental Plan 2012

proponent means the party that is responsible for lodging a planning proposal with Council.

Practice Note means the *Practice Note on Planning Agreements* published by the former Department of Infrastructure Planning and Natural Resources (July 2005).

public includes a section of the public.

public benefit is the benefit enjoyed by the public as a consequence of a development contribution.

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

WLEP 2012 means the *Waverley Local Environmental Plan 2012*



Part 2 - Principles for Planning Agreements

2.1 Purposes of planning agreements

Section 93F(1) of the Act provides that a planning agreement is a voluntary agreement or other arrangement between one or more planning authorities and a developer under which the developer agrees to make development contributions towards a public purpose.

The Council's approach to the negotiation of planning agreements is based on the planning purpose of furthering the Council's planning vision for the area as set out in the Waverley Strategic Plan and housing strategies (as amended from time to time). It is also informed by the mission and values of the Corporate Plan. The Bondi Junction Precinct Area and Bondi Beach Precinct Area in particular are the subject of a number of policies and plans aimed at upgrading public facilities, including infrastructure upgrading, improving and maintaining public areas including paths, footpaths and landscaping within the Precincts (refer to Appendix 6). When negotiating planning obligations the Council will ~~adopt a flexible approach,~~ generally take ~~ing~~ into account Council's vision and mission statement, the Strategic Plan's general priorities set out in the programs to that Plan, the site circumstances and also the obligation preferences of the developer.

Within the Bondi Junction Precinct Area and Bondi Beach Precinct Area (identified in maps at Appendix 5) as an incentive towards the provision of development contributions to be applied towards public benefits and planning benefits, Council may consider, subject to its statutory obligations and other matters set out in this Policy or any other relevant Council policies, plans or procedures:

- a) applications for development up to an additional area of 15% of maximum gross floor area permitted under clause 4.4 of WLEP 2012.**

Notwithstanding (a) above Council will consider each proposed planning agreement on a case by case basis. In circumstances where significant variation of applicable development standards is proposed consideration should be given to the preparation of a planning proposal to amend WLEP2012.

The Council may negotiate a planning agreement with a developer/~~proponent~~ in connection with any proposed application by the developer/~~proponent~~ for an instrument change (eg rezoning application) or for development consent relating to any land in the Council's area. The Council may also negotiate a planning agreement in association with another Council or another authority where relevant. The negotiation of a planning agreement is at the absolute discretion of the Council.

Council will not enter a planning agreement unless it is satisfied that the proposed development is acceptable on planning grounds having regard to the general heads of consideration set out in Section 79C of the Act. Development that is unacceptable on planning grounds will not be given consent because of benefits offered by a developer. It is noted that any exceptions to relevant development standards will be assessed in accordance with the provisions set out in cl.4.6 of WLEP 2012.



2.2 Principles underlying the use of planning agreements

The Council's use of planning agreements will be governed by the following principles:

- (a) Planning decisions will not be bought or sold through planning agreements.
- (b) The Council will not allow planning agreements to improperly fetter the exercise of its functions under the act, regulation or any other act or law.
- (c) The Council will not use planning agreements for any purpose other than a proper planning purpose.
- (d) Development that is unacceptable on planning grounds will not be permitted because of planning benefits offered by developers that do not make the development acceptable in planning terms.
- (e) The Council will not seek benefits under a planning agreement that are wholly unrelated to particular development. Development contributions obtained from planning agreements relating to development in the Bondi Junction Precinct Area will be applied in the Bondi Junction Precinct Area and development contributions obtained from planning agreements relating to developments on the Bondi Beach Precinct Area will be applied in the Bondi Beach Precinct Area.
- (f) The Council will not take into consideration planning agreements that are wholly unrelated to an application, nor will the Council give undue weight to a planning agreement.
- (g) The Council will not allow the interests of individuals or interest groups to outweigh the public interest when considering a proposed planning agreement.
- (h) The Council will not improperly rely on its position in order to extract unreasonable public benefits from developers under planning agreements.

2.3 What matters will the Council consider?

The matters that the Council may consider in any such negotiation may include, but not be limited to, the following:

- (a) Whether the planning agreement(s) meets the demands created by the development for new public infrastructure, amenities and services.
- (b) If inclusions in the development meet specific planning objectives of the Council.
- (c) If compensation is required for the loss of, or damage to, a public amenity, service, resource or asset caused by the development through its replacement, substitution, repair or regeneration.
- (d) Rectification of an existing deficiency in the existing provision of public facilities in the Council's area is made.
- (e) Whether recurrent funding of public facilities is required or provided.
- (f) The extent to which the Council needs to monitor the planning impacts of development.
- (g) Whether planning benefits for the wider community accrue from the planning agreement.

In respect to the Bondi Junction Precinct Area and Bondi Beach Precinct Area the extent to which the development or an amendment to the [Waverley Local Environmental Plan 2012](#) may result in a public benefit and or planning benefit in terms of the public works



**Attachment 1 - Planning Agreement Policy 2014
(Amendment No. 2)**

contemplated in various Council policies and plans for the Bondi Junction Precinct Area and Bondi Beach Precinct Area or as set out in Appendix 6.

The most important factor in deciding what planning obligations might be required **as part of a planning agreement** is the size of the development **or resulting increase in land value from an amendment to the Waverley Local Environmental Plan 2012**, but other factors such as the location or **the resulting** type of development may be relevant. These will establish core information such as likely increases in population and demand for particular public services.

This information will help the Council **as to the determination of the development application/planning proposal** and to prepare the planning agreement.

2.4 What will Council require to be provided under planning agreements?

Existing growth levels place strain on existing infrastructure which cannot be met by s94A contributions and Council has identified a range of infrastructure which either requires substantial upgrade or provision. The programs identified in Appendix 6 address these infrastructure requirements with respect to the Bondi Junction and Bondi Beach Precinct Areas.

It is to be noted that **10% of all planning agreement contributions will form a monetary contribution to Waverley's Affordable Housing Program fund.**

Appendix 6 provides an outline of the potential works to which development contributions could be applied. It is also recognised that development contributions that facilitate works in addition to the works listed in Appendix 6 may be appropriate because negotiations for each proposed development will reflect the circumstances of each case and the needs created by the scale of proposed change.

Consequently, Appendix 6 does not prevent development contributions being negotiated on a case by case basis, particularly where planning benefits are also involved.

2.5 Recurrent charges

The Council may request developers/**proponents**, through a planning agreement, to make development contributions towards the recurrent costs of public facilities. Where the public facility primarily serves the development to which the planning agreement relates or neighbouring development, the arrangement for recurrent funding may be in perpetuity.

Where the public facility or public benefit is intended to serve the wider community, the planning agreement may, where appropriate, only require the developer/**proponent** to make contributions towards the recurrent costs of the facility for a set period which will be negotiated according to the impact of the development.

2.6 Pooling of development contributions

Where a proposed planning agreement provides for a monetary contribution by the developer/**proponent**, the Council may seek to include a provision permitting money paid under the agreement to be pooled with money paid under other planning agreements and applied progressively for the different purposes under those agreements.

Pooling may be appropriate to allow public benefits, particularly essential infrastructure, to be provided in a fair and equitable way.

2.7 Do other development contributions apply?

Generally the Council will not enter a planning agreement that excludes the application of s94 or s94A of the Act to development to which the agreement relates. This, however, is a matter for negotiation between the Council and a developer having regard to the particular circumstances of the case.



*Attachment 1 - Planning Agreement Policy 2014
(Amendment No. 2)*

However, where the application of s94 of the Act to development is not excluded by a planning agreement, the Council will generally not agree to a provision allowing benefits under the agreement to be taken into consideration in determining a development contribution under section 94.

Part 3 - Negotiation Procedures and Probity

3.1 Introduction

The Council's negotiation system for planning agreements aims to be efficient, predictable, transparent and accountable. Council will seek to ensure that the final negotiation of planning agreements runs in parallel with applications for instrument changes or development applications so as not to unduly delay the approval.

Where possible Council will publicly notify a planning agreement in the same manner and at the same time as the application for the instrument change or the development application to which it relates.

Council's preference is therefore to have the planning agreement negotiated and documented before it is publicly notified as required by the Act and Regulation. It is also preferable that a planning agreement is negotiated before lodgement of the relevant application and that it accompanies the application on lodgement.

3.2 Steps in the negotiation process

The negotiation of a planning agreement will generally involve the following key steps which are outlined in Appendix 7:

1. Prior to the lodgement of the relevant application by the developer/**planning proposal by the proponent**, the Council and developer/**proponent** (and any other relevant person) will decide whether to negotiate a planning agreement. The initial point of contact to discuss a planning agreement with Council will be the Director of Waverley Futures.
2. The parties will decide whether to appoint an independent person to facilitate or otherwise participate in the negotiations or aspects of it, and appoint such person.
3. A timetable for negotiations and the protocols and work practices governing their negotiations will be agreed between the parties.
4. The key issues for negotiation will be identified by the parties, and the negotiations over these issues will take place.
5. If agreement is reached, the **Council developer** (and any other relevant party) will prepare the proposed planning agreement including the explanatory **note statement**, and provide a copy of it to the **developer / proponent Council**.
6. The parties may undertake further negotiation on the specific terms of the proposed planning agreement as necessary.
7. Once agreement is reached on the terms of the proposed planning agreement, the developer/**proponent** may then make the **development** application/**planning proposal** to the Council accompanied either by a copy of the proposed agreement or by an offer to enter into such an agreement with specifics of the agreement set out in detail.
8. The Council will publicly exhibit the **development** application/**planning proposal** and planning agreement in accordance with the Act. The Council may approve the **development** application/**planning proposal** and set out the conditions for the agreement or, if an agreement has been executed, set out in the consent/**determination** the terms of the agreement.



The parties may be required to undertake further negotiations and, hence, a number of the above mentioned steps mentioned may need to be repeated as a result of the public notification process or its formal consideration by the Council in connection with the relevant application. For further information please see the flow chart set out in Appendix 7.

Note that all costs associated with the negotiation of a planning agreement, ~~such as including~~ the appointment of an independent person, are to be borne by the developer.

It is also noted that where the value of the development exceeds \$20 million the development application will be dealt with by the independent ~~Joint-Regional~~ Sydney Planning Panel ~~or any other relevant planning authority.~~

3.3 Probity

Public probity is important to Waverley Council and it will ensure that the negotiation of any planning agreements is fair, transparent and is directed at achieving public benefits in an appropriate manner free of corruption.

In this regard, Council will:

- Inform any applicant about Council values and business ethics - specifically, about ethical behaviour appropriate to business dealings. A copy of Council's Statement of Ethics Policy (as amended from time to time) is attached at Appendix 8.
- Ensure that its communities understand the system and the Council's role – specifically, how the planning agreements system operates and how Council will deal with developments/ ~~planning proposals~~ objectively.
- Notify planning agreements to ensure they are open and transparent – specifically, achieving maximum public awareness of the matters contained in a planning agreement(s) and the potential benefits of an agreement.
- Ensure appropriate delegations and separation of responsibilities in considering development applications/~~planning proposals~~ that involve planning agreements – specifically, the need to ensure processes adequately address the level of risk of corruption of a process while at the same time being appropriate to the likely level of risk.
- Ensure that modifications to approved development should be subject to the same scrutiny as the original development application.
- Ensure that Councillors and Council staff understand their varied roles, some of which have potential to conflict.
- ~~Complete negotiations via written correspondence, rather than face-to-face meetings, to ensure that all discussions are clearly documented to ensure the highest level of transparency, accountability and ease of filing. This also allows due consideration of any issues raised and facilitates more deliberated decision making by all parties.~~
- Take every step to ensure that conflicts of interest are ameliorated to the greatest extent possible – specifically, independent assessment by third parties where Council has an interest and not entering into any contractual arrangement which purport to guarantee outcomes that are subject to separate regulatory processes.

Apart from the above procedures, further procedures that will be implemented to address these matters may also include, but not be limited by, the following procedures:

- (a) The Councillors will not be involved in the face to face negotiation of the agreement but will ultimately execute the planning agreement as part of their duties as Councillors.



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- (b) A Council officer with appropriate delegated authority will negotiate a planning agreement on behalf of the Council in accordance with this Policy.
 - (c) The Council will, in all cases, ensure that Council staff with key responsibility for providing advice on approvals, approving applications or ensuring compliance, do not have a role in the assessment of the commercial aspects of the agreement nor on the conditions of the planning agreement except where advice is required on matters relating to the conditions of consent for a particular proposal.
 - (d) The Council may involve an independent person(s) to facilitate or otherwise participate in the negotiations or aspects of it, particularly where this will lead to a better planning outcome.
 - (e) The Council will ensure that all negotiations with a developer/~~proponent~~ and their consultants are sufficiently separated and documented.
 - (f) Where the Council has a commercial stake in development the subject of an agreement, it will take appropriate steps to ensure that it avoids a conflict of interest between its role as a planning authority and its commercial interest in the development.
 - (g) Where Council is the consent authority and an applicant has proposed to enter into a Planning Agreement, the development application must be determined by the Waverley Development Assessment Panel (WDAP), the ~~Sydney Joint Regional~~ Planning Panel (~~JRSPP~~), ~~or any other relevant planning authority unless the matter is of minor significance as determined by the Director, Waverley Futures.~~



Part 4 - Notification and Exhibition

4.1 Public notification of planning agreements

In accordance with the Act, a planning agreement must be publicly notified and available for public inspection for a minimum period of 28 days. The Council may decide to notify a planning agreement for a longer period or shorter period as permitted by the Act.

The Council will also notify the application to which a planning agreement relates in accordance with the Act.

4.2 Re-notification

The Council may publicly re-notify and make available for public inspection a proposed planning agreement and the application to which it relates if, in the Council's opinion, a material change is made to the terms of the agreement or the application after it has been previously publicly notified and inspected. Such a change may arise as a consequence of public submissions made in respect of the previous public notification and inspection of the agreement or the application, or their formal consideration by the Council, or for any other reason.

4.3 Public comment on planning agreements

The Council encourages the public to make submissions on planning agreements. This will allow the Council to better understand local needs and permit fine tuning of the planning obligations set out in any planning agreement.

In the case of development applications, whilst Council aims to advertise the planning agreement at the same time as the development application it may be advertised separately to the development application once satisfactory negotiations have taken place.

In the case of planning proposals, the planning agreement will be advertised before the planning proposal is sent to the Gateway or at the same time as the planning proposal during the formal exhibition period.

Part 5 - Implementation and Conditions

5.1 Preparation of the planning agreement

The Council will prepare a planning agreement relating to a particular application for an instrument change or development application. The Council uses a standard form of planning agreement on which every planning agreement is based which reflects the policies and procedures set out in this document (refer Appendix 3). This planning agreement will include an explanatory note (refer Appendix 4).

The Council will require a planning agreement to make provision for payment by the developer of the Council's costs of and incidental to negotiating, preparing and entering into the agreement as well as administering and enforcing the agreement.

5.2 When is a planning agreement required to be entered into?

A planning agreement is entered into when it is signed by all of the parties. The Council will usually require a planning agreement to be entered into as a condition of granting development consent to the development to which the agreement relates **or as part of the Gateway process for a planning proposal**. However, a planning agreement can be entered into at any time after the agreement is publicly notified in accordance with the Act and Regulation.

5.3 When will planning obligations arise?

5.3.1 Development Applications

The Council will generally require a planning agreement to provide that the developer's obligations **in relation to securing the delivery of development contributions must be met prior to the issuing of any construction certificate related to the subject development application**. Delivery of the development contribution may be prior to occupation certificate.

5.3.2 Planning Proposals

There are a number of possible scenarios which are to be detailed in the terms of the planning agreement to ensure that the obligations of the agreement are fulfilled by the proponent of the planning proposal.

(a) Generally, the developer's obligations in relation to caveat and registration of the PA must be met as soon as possible after gateway determination and prior to gazettal notice, bank guarantee must be delivered to Council upon gazettal notice and delivery of the contribution (e.g. payment of monetary contribution), prior to the issuing of any construction certificate related to the subject development application otherwise, generally the delivery of the contribution will be upon gazettal notice.

Note: there may be a significant time gap between the gazettal of the planning proposal and the issuing of a construction certificate for any subsequent development of the subject site. Timing must be a key consideration during the negotiation of the planning agreement terms. As such a mechanism such as CPI increases may be applied to the calculation of the development contribution.

(b) If the proponent of the planning proposal intends to sell the site it must immediately notify Council in writing. Generally, the proponent must meet the obligations of the planning agreement, particularly the delivery of developer contributions (e.g. payment of monetary contribution), on or before settlement of the sale of the land. This is to be secured through registration of the planning agreement, caveat against the title of the land and provision of bank guarantee as required under (a).



5.4 Implementation agreements

The Council may require an implementation agreement that provides for matters such as:

- (a) The timetable for provision of planning obligations under the planning agreement.
- (b) The design, technical specification and standard of any work required by the planning agreement to be undertaken by the developer.
- (c) The manner in which a work is to be handed over to the council.
- (d) The manner in which a material public benefit is to be made available for its public purpose in accordance with the planning agreement.

5.5 Monitoring and review of a planning agreement

The Council will continuously monitor the performance of the developer's/*proponent's* obligations under a planning agreement and report them in accordance with the Act.

5.6 Modification or discharge of obligations

The Council may agree to a provision in a planning agreement permitting the developer's/*proponent's* obligations under the agreement to be modified or discharged in the following circumstances:

- (a) The developer's/*proponent's* obligations have been fully carried out in accordance with the agreement, or
- (b) The development consent to which the agreement relates has lapsed, or
- (c) The development consent to which the agreement relates has been modified to such an extent that the planning obligations may not be appropriate, or
- (d) The performance of the planning agreement has been frustrated by an event or events beyond the reasonable control of the parties, or
- (e) The developer/*proponent* has fully and completely assigned the developer's/*proponent's* interest under the agreement in accordance with its terms, or
- (f) Other material changes affecting the operation of the planning agreement have occurred, or
- (g) The Council and the developer/*proponent* otherwise agree to the modification or discharge of the agreement.

Such a provision will require the modification or revocation of the planning agreement in accordance with the Act and Regulation.

5.7 Assignment and dealings by the developer/*proponent*

The Council will not *generally* permit the assignment of any or all of the developer's/*proponent's* rights or obligations under the agreement, nor will the Council permit any dealing in relation to any part or the whole of the land the subject of the agreement *unless. However the Council may agree to an assignment when:*

- (a) The developer/*proponent* has, at no cost to the Council, first procured the execution by the person with whom it is dealing of all necessary documents in favour of the Council by which that person agrees to be bound by the agreement as if they were a party to the original agreement, and
- (b) If the proposed dealing involves a mortgage, charge or other encumbrance in relation to the party's right, title and interest in the land, such documents provide for an agreement



by the person to the effect that they, and any receiver appointed by them, will not enjoy rights greater than those of that party, and

(c) The party is not in breach of ~~the~~ Agreement.

This does not affect the operation of any of other requirements of the agreement.

5.8 Provision of security under a planning agreement

The Council will generally require a planning agreement to make provision for security to cover the developer's/~~proponent's~~ obligations under the agreement. ~~The A~~ form of security will generally be an unconditional bank guarantee from an Australian Bank in favour of the Council to the full value of the developer's/~~proponent's~~ obligations under the Agreement and on terms otherwise acceptable to the Council. ~~Other security will generally be required.~~

5.9 Registration of planning agreements

The Council may require a planning agreement to contain a provision requiring the developer/~~proponent~~ to agree to registration of the agreement pursuant to s93H of the Act if the requirements of that section are satisfied.

5.10 Dispute resolution

The Council will require a planning agreement to provide for mediation of disputes between the parties to the agreement before the parties may exercise any other legal rights in relation to the dispute.

5.11 Methodology for valuing public benefits under a planning agreement

Subject to ~~section 2.4~~, unless otherwise agreed in a particular case, public benefits will be valued as follows:

5.11.1 Provision of land or units for a public purpose

Where the benefit under a planning agreement is the provision of land for a public purpose, or units given to Council in perpetuity, the value of the benefit will be determined by an independent valuer who is experienced in valuing land in New South Wales (and who is acceptable to Council), on the basis of a scope of work which is prepared by Council. All costs of the independent valuer in carrying out such a valuation will be borne by the developer/~~proponent~~.

5.11.2 Carrying out of works for a public purpose

Where the benefit under a planning agreement is the carrying out of works for a public purpose, the value of the benefit will be determined by an independent quantity surveyor (who is acceptable to Council), on the basis of the estimated value of the completed works being determined using the method that would ordinarily be adopted by a quantity surveyor. Council will prepare the scope of work for the independent quantity surveyor. All costs of the independent quantity surveyor in carrying out the work will be borne by the developer/~~proponent~~.

5.11.3 Other public benefit

Where the benefit under a planning agreement is the provision of public benefit other than under ~~5.11.1 or 5.11.2~~, Council and the Developer/~~proponent~~ will negotiate the manner in which the benefit is to be valued for the purposes of the agreement.



5.12 How will the Council seek to determine the amount of Monetary Contribution that may be payable for Developments with FSR above clause 4.4 of WLEP (the WLEP Provisions)

The Council and the Developer will negotiate in this regard. Generally the value of 50% of the increase in net value to the development arising from an increase in FSR beyond WLEP 2012 provisions in clause 4.4 may be considered an appropriate contribution. A series of standardised development contribution rates have been developed to streamline negotiations and provide fairness, predictability and certainty to the community, Council and developers. These pre-scheduled development contribution rates are based on average 50% value uplift for different suburbs in the Waverley LGA. These rates are located in Appendix 1 and will be applied to Development Applications.

~~The value of the benefit will be determined by an independent valuer who is experienced in valuing land in New South Wales (and who is acceptable to Council). All costs of the independent valuer in carrying out such a valuation will be borne by the Developer. The methodology used to determine net value will generally be calculated by determining the gross sale value of the proposed additional lots less the costs of construction.~~

5.13 How will the Council seek to determine the amount of Monetary Contribution that may be payable for an amendment to the Waverley Local Environmental Plan 2012

The Council and the proponent will negotiate in this regard. Generally the value of 50% of the net value from the planning proposal may be considered an appropriate contribution. The net value will be determined by an independent valuer who is experienced in valuing land in New South Wales (and who is acceptable to Council). All costs of the independent valuer in carrying out such a valuation will be borne by the proponent. The methodology used to determine the net value will generally be calculated by determining the Residual Land Value resulting from the planning proposal less the Base Case.

APPENDIX 1

~~Valuation Methodology for Development Applications~~ under Waverley Council's Planning Agreement Policy 2014

The VPA payable rates per square metre are outlined in the following table. VPA payable rates have not been calculated for Bronte, Tamarama, Waverley or Queens Park as there have been few VPAs offered in these areas. If a VPA is offered in these suburbs, then it should be calculated based on the 'Average LGA' rate. These rates should apply to developments that are largely residential. For developments that are largely non-residential the 'Methodology applying to development that is largely non-residential' approach should be taken.

BENCHMARK RATES APPLYING TO DEVELOPMENT THAT IS LARGELY RESIDENTIAL

VPA payable benchmarks (\$/sqm) - 2017	
Bondi Junction	\$3,900
Bondi	\$3,700
Bondi Beach	\$4,300
North Bondi	\$4,200
Dover Heights, Rose Bay & Vaucluse	\$3,000
Average LGA	\$3,820

n.b. these rates will be updated on an annual basis based on sales prices.

METHODOLOGY APPLYING TO DEVELOPMENT THAT IS LARGELY NON-RESIDENTIAL

There are two components that will make up the valuation. These are:

1. The valuation (end sale value) of the bonus (marginal) floor space; and
2. Assessment of the marginal costs (to be deducted from the marginal revenue in order to calculate marginal profit);

Component 1 must be done by fully qualified Valuers. It is recommended that two Valuers are appointed, one on behalf of Council and the other on behalf of the applicant. ~~The costs of the commissioning should be shared between Council and the applicant.~~ The adopted valuation figures is to be the average of the two valuations, ~~where these valuations are reasonably close.~~

Component 2 must be done by fully qualified quantity surveyors (QS). It is recommended that two consultants are appointed, one on behalf of Council and the other on behalf of the applicant. ~~The costs of the commissioning should be shared between Council and the applicant.~~ The adopted cost estimates is to be the average of the two QS estimates, ~~where these valuations are reasonably close.~~

The principles of valuation of the two components are detailed below:

1. Component 1 – Value of Floor Space Bonus

- 1.1. The Valuer is to provide the end sale value of the bonus floor space. This refers to the additional apartments plus their ancillary car parking spaces.
- 1.2. Where there was a bonus on the height of the building then the bonus apartments will be on the upper most levels of the building. Alternatively it may be on the levels immediately

below the penthouse and sub-penthouse levels (given that a premium may be attached to the penthouse and sub-penthouse levels – refer to example in Paragraph 1.6 below).

- 1.3. The marginal value (or value of the bonus floor space measured in dollars per square metre) should not be less than average value (the building's total value divided by total floor area).
- 1.4. The bonus floor space does not necessarily have to be identified in "whole" apartments. It can be identified in fractions of apartments or even in square metres.
- 1.5. The valuation is to take into consideration the specification and quality of finish of the bonus apartments.
- 1.6. An acceptable method of measure is the difference between the total value of the apartments without the bonus floor space and the total value of the apartments with the bonus floor space.

In the example below a bonus floor space provides an additional increase in the internal leasable area of 14.9% through an increase of building height (one additional floor) plus a slight widening of the building. The result is an increase in the end value by 15.8%.

Building Without Bonus Floor Space

Level	Sqm	\$/sqm	\$m
11	300	12,000	3.6
10	400	11,000	4.4
9	500	10,000	5.0
8	500	9,800	4.9
7	500	9,600	4.8
6	500	9,400	4.7
5	500	9,200	4.6
4	500	9,000	4.5
3	500	8,500	4.3
2	500	8,000	4.0
1	500	7,500	3.8
TOTAL	5,200		48.5

Building With Bonus Floor Space

Level	Sqm	\$/sqm	\$m
12	300	12,000	3.6
11	425	11,000	4.7
10	525	10,200	5.4
9	525	10,000	5.3
8	525	9,800	5.1
7	525	9,600	5.0
6	525	9,400	4.9
5	525	9,200	4.8
4	525	9,000	4.7
3	525	8,500	4.5
2	525	8,000	4.2
1	525	7,500	3.9
TOTAL	5,975		56.2
Margin	775		7.7
% Increase	14.9%		15.8%

- 1.7. The marginal value shall be the actual price exchanged. Where the apartments have not been exchanged then the market value should be the listed or asking price. If there are no listed or asking prices then the value shall be estimated by the Valuer based on market evidence.
- 1.8. Market evidence should include any pre-sales in the building and/or recent sales and pre-sales of comparable apartments in other buildings in the locality.
- 1.9. The Valuer shall deduct (from the end value of the bonus floor space) GST at one eleventh of the gross end sale value and any other costs on sale such as sales commission and legal costs. Generally these costs will be no more than 3.0% of gross end sale value.
- 1.10. The result is the expected marginal net sale proceeds from the bonus floor space.

2. Component 2 – Marginal Cost to Design and Construct

- 2.1. The QS shall provide an estimate of the marginal cost of construction relating to the bonus floor space and bonus car parking spaces. **Generally, Council will not accept exaggerated costs that are significantly higher than the development cost indicated on the submitted DA.**
- 2.2. This simplest method to calculate marginal cost is the pro-rata of the total building cost based on bonus floor space divided by total GFA plus a pro-rata of the car parking cost based on number of parking spaces allocated to the bonus units divided by total car parking spaces.
- 2.3. Various site costs including, **but not limited to**, landscaping, driveways, fencing and external works shall be excluded since these costs are not marginal.
- 2.4. The QS and/or Valuer shall then add the marginal design costs, application fees, marketing and advertising costs and other ancillary costs. Again this would be a pro-rata of total costs. **Evidence of these costs should be provided.**
- 2.5. The QS and/or Valuer shall then add the monetary contributions under Section 94A in relation to the bonus floorspace (if paid or is to be paid).
- 2.6. The QS and/or Valuer can then add finance and interest costs again using the pro-rata method. The method for showing interest calculation must be provided using cash flow or other appropriate method of calculation.
- 2.7. Land cost and profit margins are not to be included as these are not marginal costs.
- 2.8. GST on costs is to be excluded since this will be returned to the developer in the form of input credits.
- 2.9. The result is the total estimated cost in delivering the marginal floor space.

The formula for calculating the profit from the bonus floor space is:

Marginal net sale proceeds less Marginal cost to Construct

50% of the profit from the bonus floor space is to be provided as a negotiated form of public benefit through a Planning Agreement.

APPENDIX 2

Valuation Methodology for Planning Proposals under Waverley Council's Planning Agreement Policy 2014

There are two components that will make up the valuation. These are:

1. The Base Case; and
2. Residual Land Value.

Both components must be done by suitably qualified Valuers. It is recommended that two Valuers are appointed, one on behalf of Council and the other on behalf of the applicant. The costs of commissioning the Valuers should be shared between Council and the applicant. The adopted valuation figure is to be the average of the two valuations.

The principles of valuation of the two components are detailed below:

1. Component 1 – Base Case

- 1.1. The Base Case is the value of the land under the current zoning (assuming in perpetuity). The value under the base case should be assessed on the site's highest and best use permissible under the current zoning. The highest and best use may, or may not be, the current use of the land.
- 1.2. The Valuer is required to test and determine the highest and best use of the land. The base case is to assume that the current zoning on the land and the development standards under the current instruments will remain in perpetuity. The planning proposal itself must not affect the base case.
- 1.3. Standard valuation practices shall apply and at least two methods of valuation should be used. Comparable sales should be one of the methods applied unless there is insufficient evidence. When using comparable sales evidence the Valuer must ensure that the sale prices are not affected by planning proposals or draft instruments that are not related to the base case – or at least make reasonable allowances / adjustments.
- 1.4. If the subject site was sold recently then the purchase price can be adopted provided that the price was not inflated as a result of the planning proposal.

2. Component 2 – Residual Land Value

- 2.1. The Valuer shall estimate the value of the land under the planning proposal using the residual land valuation (RLV) method. The preferred method for calculating the RLV is discounted cash flow modelling using proprietary software like Estate Master DF or similar. A simple developer's profit model may be acceptable for small-scale single-staged developments.
- 2.2. The assumptions in the RLV calculations must be reasonable and based on industry averages.

- 2.3. If there are no listed or asking prices then the end sale values shall be estimated by the Valuer based on comparable market evidence.
- 2.4. Market evidence should include any recent pre-sales in the building and/or recent sales and pre-sales of comparable apartments in other buildings in the locality.
- 2.5. Estimated construction costs must be supported by a Quantity Surveyor's report. Construction contingency should be no greater than 5%. Soft costs may be included such as design costs, application fees, authority fees, development management, marketing and advertising and finance establishment costs.
- 2.6. In calculating the RLV the project start date should assume the land is zoned appropriately (i.e. the zone that is being proposed).
- 2.7. The RLV should exclude any discounting during the rezoning period as the payment under the VPA will not be made until occupation certificate. A typical development program should be assumed that allows reasonable time for development approval, certification and construction. Council will not accept a program that appears conservative or pessimistic. The table below provides a suggested range of project lives for a single stage project. Any significant departure in project life requires supporting evidence.

Construction Cost	Approvals and Documentation (months)	Construction (months)
Under \$20m	8-9	10-14
\$20m to \$40m	9-11	14-17
Above \$40m	10-12	18-20

- 2.8. It is recognised that these timeframes can vary and are impacted by building height and number of basement levels.
- 2.9. For a short single staged development a developer's profit or "back of envelope" method rather than a cash flow model may be acceptable. Using this method the RLV will be derived from the target profit/risk margin. If this method is used the interest should be calculated as follows:

$$\text{Interest Cost} = (\text{Total Project Costs excluding land \& GST}) \times (\text{Interest Rate} / 12) \times (\text{Months of Construction}) \times 50\%.$$

- 2.10. The RLV model should preferably show both the development margin and Project Internal Rate of Return (IRR) on the cash flow before interest. Reasonable industry standard hurdle rates should be applied. Generally a target margin (on project costs) of 15% to 25% and a target IRR of 16% to 20% should apply but this depends upon the levels of market risk and other project risks.

The formula for calculating the net value from the planning proposal is:
Residual Land Value minus the Base Case

50% of the net value from the planning proposal is to be provided as a negotiated form of public benefit through a Planning Agreement.

APPENDIX 3 (Clause 1.6) Planning Agreement Template

PLANNING AGREEMENT NO. _____

Section 93F of the Environmental Planning and Assessment Act, 1979

THIS AGREEMENT is made on

2017~~5~~

PARTIES

WAVERLEY COUNCIL of Cnr Paul Street and Bondi Road, Bondi Junction NSW 2022 (**Council**)

AND

NAME (A.C.N. #) of Address ("Developer")

BACKGROUND

- A. The Developer is the registered proprietor of the Land.
- B. The Council is the local authority constituted under the *Local Government Act* 1993 and the planning and consent authority constituted under the Act.
- C. The Developer has made or caused to be made a Development Application to the Council for the Development Consent to carry out the Development on the Land.
- D. The Development Application was accompanied by an offer by the Developer to enter into a voluntary planning agreement to make the Development Contribution to be applied by the Council towards the Public Purpose if the Development Consent was granted.
- E. This Agreement is consistent with the Developer's offer referred to in Recital D.

OPERATIVE PROVISIONS:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless the context otherwise requires:

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

“Agreement” means this agreement;

“Bank Guarantee” means an irrevocable and unconditional undertaking by a trading bank approved by the Council to pay the Development Contribution amount on demand without an expiry or end date and containing terms and conditions acceptable to Council and in accordance with clause 9 of this Agreement.

“Business Day” means a day that is not a Saturday, Sunday or public holiday, on which banks are open for general services in Sydney, New South Wales;

“Certifying Authority” means any accredited private certifier including where appropriate, a Principal Certifying Authority (PCA) appointed or to be appointed to certify the Development or any aspect of it;

“Council” means Waverley Council and herein includes any local government authority with which that Waverley Council may merge or any other local government authority responsible for a local government area that the Lot Burdened is located within.

“Construction Certificate” means any construction certificate in respect of the Development Consent;

“Development” means the development the subject of the Development Application and which is described in Item 4 of the Schedule;

“Development Application” means the development application described in Item 3 of the Schedule;

“Development Consent” has the same meaning as in the Act and means Council’s approval of the Development Application described in Item 3 of the Schedule;

“Development Contribution” means the amount of money referred to in Item 5 of the Schedule.

“Development Contribution Date” means the time the Development Contribution is to be paid as specified in Item 8 of the Schedule;

“GST” has the same meaning as in the GST Law.

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

“Land” means the land described in Item 2 of the Schedule.

“Development Application” means the application referred to in Item 4 of the Schedule.

“Development Consent” means Council’s approval of the Development Application.

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

“Planning Proposal” means an application to amend the Waverley Local Environmental Plan 2012

“Proponent” means the party that is responsible for lodging a planning proposal with Council.

“Public Purpose” for the purpose of this Agreement means the public purpose described in Item 6 of the Schedule.

“Registration Application” means an application for registration of this Agreement as a planning agreement on the title of the Land pursuant to Section 93H of the Act in a form approved by the Registrar General.

“Schedule” means the schedule to this Agreement.

1.2 Interpretation

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

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

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

2 PLANNING AGREEMENT UNDER THE ACT

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

3 APPLICATION OF THIS AGREEMENT

This Agreement applies to the Land and the Development.

4 OPERATION OF THIS AGREEMENT

- 4.1 This Agreement does not take effect until the Development Consent is granted by the Council.
- 4.2 If they have not already done so the Parties must execute this Agreement as soon as possible after the Development Consent is granted and prior to any Construction Certificate issuing.

5 DEVELOPMENT CONTRIBUTION

- 5.1 The Developer agrees to make, and the Council agrees to accept, the Development Contribution to be applied for the Public Purpose.
- 5.2 The Developer must pay the Development Contribution to the Council by bank cheque on or before the Development Contribution Date and time is essential in this respect.

6. APPLICATION OF DEVELOPMENT CONTRIBUTION

- 6.1 The Council will apply the Development Contribution towards the Public Purpose as soon as practicable.

7. APPLICATION OF SECTIONS 94 AND 94A OF THE ACT TO THE DEVELOPMENT

- 7.1 This Agreement does not exclude the application of Sections 94, 94A or 94EF of the Act to the Development.
- 7.2 The Development Contribution provided by the Developer will not be taken into consideration in determining any development contribution under Section 94 of the Act.

8 REGISTRATION OF THIS AGREEMENT

- 8.1 The Parties agree this Agreement is to be registered by the Registrar General as provided for in section 93H of the Act.
- 8.2 The Developer warrants that it has done everything necessary to enable this Agreement to be registered under section 93H of the Act.
- 8.3 Without limiting clause 8.2, the Developer warrants that it has obtained the express written consent to the registration of this Agreement under section 93H of the Act from:
 - (a) If this Agreement relates to land under the *Real Property Act 1900*, each person who has an estate or interest in the Land registered under that Act; or
 - (b) If this Agreement relates to land not under the *Real Property Act 1900*, each person who is seized or in possession of an estate or interest in the Land.
- 8.4 Prior to the issue of a Construction Certificate, the Developer will at its cost arrange and effect registration of this Agreement under s93H upon the title to the Land and as soon as possible following execution of this Agreement:
 - (a) deliver to the Council the Registration Application in registrable form noting the Council as applicant and executed by the Developer and any other person the subject of the warranty in clause 8.3;
 - (b) lodge or cause to be lodged the title deed with LPI and advise Council of the production number;
 - (c) provide the Council with a cheque in favour of Land & Property Information, NSW for the registration fees for registration of this Agreement; and
 - (d) provide the Council with a cheque in favour of the Council for its costs, expenses and fees incurred or to be incurred in connection with the preparation of this Agreement and any documents, form or instrument created or to be created in accordance with the provisions of this Agreement.
 - (e) and take any other necessary action so as to ensure this Agreement is registered on the title to the Land prior to the issue of a Construction Certificate.

- 8.5 Upon compliance with clause 8.4 by the Developer the Council will promptly lodge the Registration Application with the Registrar General.
- 8.6 The Parties will co-operate with each other to ensure that the Agreement is registered by the Registrar General.
- 8.7 Upon payment of the Development Contribution or surrender of the Development Consent, the Developer may request the removal of the dealing created by registration of the Agreement from the title to the Land. The Council will not withhold its consent to such removal, provided that the terms of this Agreement have been complied with and the Developer pays all costs, expenses and fees of the Council relating to such removal.
- 8.8 Should payment of the Development Contribution or surrender of the Development Consent occur on or before the date of this Agreement and prior to issue of a Construction Certificate, then there will be no obligation to register this Agreement in accordance with this clause.
- 8.9 Upon registration of this Agreement by the Registrar General, this Agreement is binding on, and is enforceable against the owner of the Land from time to time as if each owner for the time being had entered into this Agreement.

9 BANK GUARANTEE

9.1 Provision of Bank Guarantee

- (a) On the date of this Agreement and before any application for any Construction Certificate the Developer must deliver to the Council a bank guarantee ("Bank Guarantee"), which must be:
 - (i) irrevocable and unconditional;
 - (ii) with no expiry date;
 - (iii) issued in favour of the Council;
 - (iv) for an amount equivalent to the Development Contribution set out in item 5 of the Schedule;
 - (v) drafted to cover all of the Developer's obligations under this Agreement; and
 - (vi) on the terms otherwise satisfactory to the Council and in a form and from an institution approved by the Council.
- (b) The Developer acknowledges that the Council enters into this Agreement in consideration of the Developer providing the Bank Guarantee as a security for the performance of all of the Developer's obligations under this Agreement, including without limitation the delivery of the Development Contribution to Council in accordance with this Agreement.

9.2 Calling on Bank Guarantee

- (a) The Council may call on the Bank Guarantee in the event that the Developer:
 - (i) fails to make a payment of any part of the Monetary Contributions in accordance with this Agreement or any other amount payable under this Agreement by its due date for payment ; or
 - (ii) breaches any other term or condition of this Agreement, and fails to remedy the relevant failure or breach within 7 days after the Council's notice.
- (b) If the Council calls on the Bank Guarantee as a result of the Developer's failure to pay any amount due under this Agreement, then the Council will apply the amount received pursuant to its claim on the Bank Guarantee in satisfaction of the Developer's obligation to pay the relevant amount.

9.3 Return of Bank Guarantee

Provided that the Developer has complied with its obligations under this Agreement including payment to the Development Contribution the Council will return the Bank Guarantee to the Developer.

10 REVIEW OF THE AGREEMENT

- 10.1 The Parties agree that, subject to section 93G of the Act, this Agreement can be reviewed and amended at any time by mutual agreement.

11 DISPUTE RESOLUTION

- 11.1 If any Dispute arises out of or in connection with this Agreement, the following procedure must be followed in order to resolve it:
 - (a) either party may give written notice of the dispute to the other party. A representative nominated by each party must meet within five (5) Business Days of receipt of that notice and attempt in good faith to resolve the dispute;
 - (b) if the dispute is not resolved between the nominated representatives within ten (10) Business Days of receipt of the notice referred to in clause 11.1(a), then the dispute will be notified to the relevant divisional manager (or officer holding the equivalent position) of each party who must meet and attempt in good faith to resolve the dispute within five (5) Business Days of the date of receipt of that notice; and

- (c) if the dispute remains unresolved within ten (10) Business Days of receipt of the notice referred to in clause 11.1(b), notice will be given to the Chief Executive Officers (or officer holding an equivalent position) of each party who must meet and attempt in good faith to resolve the dispute within five (5) Business Days of the receipt of that notice.
 - (d) For the purposes of this clause, a meeting may take place by telephone or other means of communication.
- 11.2 If the parties fail to resolve the dispute after following the procedures set out in clause 11.1, then they must agree on the appropriate method of alternative dispute resolution (which may include expert determination or mediation) within ten (10) Business Days of the date of the final meeting held in accordance with clause 11.1(c).
- 11.3 If the parties select expert determination as the method of resolving the dispute, the expert must act as an expert and not an arbitrator, his determination will be binding upon the parties unless otherwise agreed and his costs must be shared equally between the parties.
- 11.4 If the parties fail to agree on the appropriate method of alternative dispute resolution in accordance with clause 11.2, the dispute must be referred for mediation to a mediator nominated by the then current Chairman of the Australian Commercial Disputes Centre in Sydney (ACDC), or, if ACDC no longer exists, the chairman of a reputable commercial dispute resolution body, as agreed between the council and the Developer, or if same cannot agree, nominated by the Council. The role of the mediator is to assist in the resolution of the dispute and the mediator may not make a decision which is binding on the parties.
- 11.5 The costs associated with appointing the mediator under clause 11.4 must be shared equally between the parties.

12. ENFORCEMENT

- 12.1 Nothing in this Agreement (including Clauses 10 and 11) prevents the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement (including the breach of this Agreement by the Developer) or any matter to which this Agreement relates.
- 11.2 Until such time as the Development Contribution has been paid in full, an Occupation Certificate must not be issued and the Developer must:
- (a) notify the Council in writing of the name and contact details of any Certifying Authority to which it has applied for an Occupation Certificate at the same time that such application is made;
 - (b) at the time it lodges any application for an Occupation Certificate notify the Certifying Authority in writing of the existence and terms of this Agreement;
 - (c) procure and provide to Council a written acknowledgement from the Certifying Authority addressed to Council confirming that the Certifying Authority will not issue an Occupation Certificate until Council provides written confirmation that the Development Contribution has been paid; and
 - (e) not rely on any Occupation Certificate in respect to the Development.
- 11.3 The Developer acknowledges and agrees that Council has a caveatable interest in the Land from the date of the Development Consent and shall be entitled to lodge and maintain a caveat on the title to the Land notifying Council's interest created by this Agreement until the Development Contribution is paid in full.

13. NOTICES

- 13.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
- (a) delivered or posted to that Party at its address set out in Item 9 of the Schedule;
 - (b) faxed to that Party at its fax number set out in Item 9 of the Schedule; or
 - (c) emailed to that Party at its email address set out in Item 9 of the Schedule.

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

14. APPROVALS AND CONSENT

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

15. ASSIGNMENT AND DEALINGS

Until the Development Contribution is paid in full, the Developer cannot sell, transfer, assign, novate, charge, encumber or otherwise deal with the Land or attempt or purport to do so.

16. ENTIRE AGREEMENT

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

17. FURTHER ACTS

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

18. GOVERNING LAW AND JURISDICTION

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

19. JOINT AND INDIVIDUAL LIABILITY AND BENEFITS

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

20. REPRESENTATIONS AND WARRANTIES

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

21. SEVERABILITY

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

22. MODIFICATION

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

23. WAIVER

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

24. NON FETTER

The Developer acknowledges and agrees that:

- (a) in addition to its obligations under this Agreement the Council is also responsible for the conduct and administration of local government in the Waverley Local Government Area;
- (b) this Agreement in no way affects Council's statutory obligations, functions or powers, including without limitation, its obligations, functions or powers in respect of the Development Application, Development Consent and any other approvals required in respect of the works to be carried out under the Development Consent;
- (c) nothing which the Council does or fails to do under this Agreement will limit or otherwise affect the Developer's obligations under the Development Consent; and
- (d) nothing which the Council does, fails to do or purports to do in performing the Council's statutory functions or powers will constitute or amount to a breach of this Agreement.

25. GOODS & SERVICES TAX REPRESENTATIONS AND WARRANTIES

- 25.1 The Parties unless otherwise indicated, all amounts payable by one party to the other party in relation to a supply under this Agreement have been calculated exclusive of any GST which may be imposed on the supply.
- 25.2 If any supply made under this Agreement is, or becomes, subject to GST, the party to whom the supply is made ("**Recipient**") must pay to the party making the supply ("**Supplier**"), as consideration, in addition to any consideration payable or to be provided elsewhere in this Agreement, subject to issuing a Valid Tax Invoice, an additional amount on account of GST, such amount to be calculated by multiplying the consideration by the applicable rate of GST.

- 25.3 Any amount in respect of GST payable under clause 24.2 must be paid to the Supplier immediately on receipt of the Valid Tax Invoice.
- 25.4 If any party is required to reimburse or indemnify the other party for a cost or expense ("**Cost**") incurred by the other party, the amount of that Cost for the purpose of this Agreement is the amount of the Cost incurred, less the amount of any credit for, or refund of, GST, which the party incurring the Cost is entitled to claim in respect of the Cost.
- 25.5 If GST is linked with the abolition or reduction of other taxes and charges, all amounts payable by the Recipient to the Supplier under this Agreement (excluding GST) must be reduced by the same proportion as the actual total costs of the Supplier (excluding GST) are reduced either directly as a result of the abolition or reduction of other taxes and charges payable by the Supplier or indirectly by way of any reduction in prices (excluding GST) charged to the Supplier. Both parties must also comply with Part VB of the *Trade Practices Act 1974* (Cth).

26. COSTS

The Council's costs of an incidental to the preparation and execution of this Agreement and any related documents and registration of same must be borne by the Developer.

27. EXECUTION IN DUPLICATE

The Parties shall execute this Agreement in duplicate so as to provide one original signed by both parties. This Agreement will be dated on the day of execution by all Parties.

SCHEDULE

Item Number	Particulars/Description	
1	Developer	NAME (A.C.N. #)
2	Land	Street Address (Lot&DP)
3	Development Application	DA #
4	Development (description)	
5	Development Contribution	
6	Public Purpose	
7	Development Contribution Date (Payment date for the Development Contribution)	
8	Developer Address	
	Developer Fax	
	Developer Email	
	Council Address	CORNER PAUL STREET AND BONDI ROAD, BONDI JUNCTION NSW 2022
	Council Fax	(02) 9387 1820
	Council Email	info@waverley.nsw.gov.au

EXECUTED by WAVERLEY COUNCIL with Common Seal of Waverley Council affixed pursuant to a resolution of Waverley Council on

CATHY HENDERSON ~~ARTHUR KYRON~~
Acting General Manager

CLR JOHN WAKEFIELD ~~SALLY BETTS~~
Mayor

EXECUTED by)
NAME
(A.C.N. #))
in accordance with section 127 of the)
Corporations Act 2001)

Director / Secretary
Name of Director / Secretary:

Director
Name of Director:

APPENDIX 4 Explanatory Note Template

Explanatory Note

(Clause 25E of the Environmental Planning and Assessment Regulation 2000)

[**Note:** To be completed upon finalisation of Planning Agreement]

Draft Planning Agreement

Under s93F of the *Environmental Planning and Assessment Act 1979*

1 Parties

Waverley Council

(Developer)

2 Description of Subject Land

3 Description of Proposed Change to Environmental Planning Instrument/Development Application

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

5 Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement

How the Draft Planning Agreement Promotes the Objects of the *Environmental Planning and Assessment Act 1979*

How the Draft Planning Agreement Promotes the Public Interest

- (a) How the Draft planning Agreement Promotes the Elements of the Council's Charter
- (b) Whether the Draft Planning Agreement Conforms with the Council's Capital Works Program

The Impact of the Draft Planning Agreement on the Public or Any Section of the Public
Other Matters

Signed and Dated by All Parties

APPENDIX 5
Bondi Beach and Bondi Junction Precinct Area Maps

APPENDIX 6 Works for Planning Agreements

Possible requirements:

The following is a list of possible requirements that the Council may have for planning agreements. They are not exhaustive and developers are encouraged to discuss these or other requirements that may be included in a planning agreement.

Council Requirement	Project Cost Estimate
Bondi Junction Public Domain and Transport Infrastructure Improvements	\$21,000,000
Bondi Beach Public Domain Improvements	TBD
Contributions to the Waverley Affordable Housing Program	On going

Note: 10% of all planning agreement contributions will form a monetary contribution to Waverley's Affordable Housing Program fund

APPENDIX 7
Flowchart of Planning Agreement Process for Development Applications

APPENDIX 8
Waverley Council Statement of Business Ethics (as amended from time to
time)

Attachment 2 – VPA benchmark rate modelling

The modelling of the VPA benchmark rates initially considered two different approaches. Firstly, calculating the profit from hypothetical developments across the selected suburbs of the Waverley LGA. This would be calculated by subtracting development costs from valuations. The second approach was to simply derive a value sharing rate based on a proportion of development valuations (i.e. sales prices), similar to the approach adopted by the City of Melbourne. Given the significant variance that can exist for development costs and considering that the cost side of the equation is where developers have been gaming the existing VPA policy approach, the second approach was adopted. This approach is simpler, more transparent, can be more readily updated and verified and effectively eliminates the potential for developers to undermine Council's VPA rates.

To determine a suitable ratio between the VPA rate payable and valuations, recently negotiated VPAs were examined (Table 1). The average VPA rate as a percentage of valuation for each development was found to be 19%. For simplicity purposes this was rounded to 20% to determine future VPA payable rates as a proportion of valuations.

Table 1: VPA rates as a proportion of valuation amounts

Address	Valuation	VPA amount (sqm)	VPA amount % of valuation
157 Military Rd	\$11,000	\$1,941	18%
91-93 Glenayr	\$17,151	\$2,747	16%
41 O'Donnell	\$17,982	\$3,654	20%
637-639 OSH Rd	\$13,708	\$3,053	22%
6 Edward St (s96)	\$15,510	\$2,953	19%
110 Bronte Road	\$12,000	\$1,994	17%
304-308 Oxford St	\$17,500	\$3,519	20%
344-354 Oxford St	\$18,500	\$3,644	20%
701-707 OSH Rd	\$15,022	\$2,737	18%
695 OSH Rd	\$15,367	\$3,105	20%
2 Warners Ave	\$18,629	\$3,570	19%
59-69 Oxford Street	\$20,896	\$5,578	27%
109 Oxford Street	\$18,597	\$2,876	15%
362-374 Oxford St	\$18,597	\$3,002	16%

Recent sales data was collected for individual apartment sales in each suburb, focussing on those suburbs where VPAs have been negotiated. The sales analysis reviewed individual sales of relatively new products and refurbishments in each suburb (to ascertain like-for-like products with subject VPA developments) as well as the average sale prices of all 1 and 2 bedroom apartments across each relevant suburb for the past year. A new development 'premium' of 20% was added to the average sale price to derive a higher average which is comparable to the higher sales prices of new product.

The analysis focussed on sales from 2017 and collected data from realestate.com.au and RP Data. For some suburbs including Dover Heights, Rose Bay, Vaucluse and North Bondi there was an insufficient volume of modern development sales from which to draw averages.

Table 2: VPA rates calculations

	Select sales		Total sales		Approximate average valuation	VPA amount (20% of valuation)
	Average w. view	Average no view	Avg. 1BR	Avg. 2BR		
<i>Bondi Junction</i>	\$20,566	\$18,187	\$20,640	\$19,360	\$19,500	\$3,900
<i>Bondi</i>	\$19,075	\$18,920	\$19,560	\$17,280	\$18,500	\$3,700
<i>Bondi Beach</i>	\$29,821	\$21,767	\$20,880	\$21,640	\$21,500	\$4,300
<i>North Bondi</i>	n.a.	n.a.	\$20,232	\$21,880	\$21,000	\$4,200
<i>Dover Heights</i>	n.a.	n.a.	n.a.	\$14,400	\$15,000	\$3,000
<i>Rose Bay</i>	n.a.	n.a.	\$15,960	\$16,800	\$15,000	\$3,000
<i>Vaucluse</i>	n.a.	n.a.	n.a.	n.a.	\$15,000	\$3,000

Note: 'Approximate average valuation' is the gross sales price. 'VPA amount' equals 20% of the 'Approximate average valuation'. 'Average w. views' was excluded from 'Approximate average' as few VPAs being negotiated contain views.

An approximate average valuation rate was taken by rounding the averages of the total sales and select sales without views. The approximate average rates were multiplied by the 20% figure to determine VPA payable rates. The summary rates are outlined in the below table.

Table 3: Summary VPA rates

VPA payable benchmarks (\$/sqm - 2017)		
<i>Bondi Junction</i>	\$3,900	
<i>Bondi</i>	\$3,700	
<i>Bondi Beach</i>	\$4,300	
<i>North Bondi</i>	\$4,200	
<i>Dover Heights, Rose Bay & Vaucluse</i>	\$3,000	

n.b. these rates will be updated on an annual basis based on sales prices.

The select sales data and averages are provided below.

REPORT CM/7.14/17.12



Subject: Voluntary Planning Agreement - 109-119 Oxford Street, Bondi Junction

TRIM No.: DA-569/2015/A

Author: Tim Sneesby, Senior Strategic Planner

Director: Peter Monks, Director Waverley Futures

RECOMMENDATION:

That Council:

1. Endorses the draft Planning Agreement attached to this report applying to land at 109-119 Oxford Street, Bondi Junction that provides a total contribution of \$2,844,438. Of this amount, \$2,559,994 is to be dedicated towards the Bondi Junction *Complete Streets* Program and \$284,444 (10%) towards Waverley's Affordable Housing Program in accordance with Council's Planning Agreement Policy 2014.
2. Authorises the Mayor and General Manager to sign and execute the agreement and affix the Council seal to the documentation.

1. Executive Summary

A s 96 modification (DA 569/2015/A) at 109-119 Oxford Street, Bondi Junction (demolition of the existing buildings and construction of a new 12 storey mixed use building with basement car parking for an approved mixed use development, including provision of two additional floor levels comprising 18 units and an additional basement level) was approved by the Sydney Planning Panel (given it exceeded the \$20 million Capital Investment Value threshold).

A draft Planning Agreement arising from the above approval was placed on public exhibition in accordance with Section 93G of the *Environmental Planning and Assessment Act 1979*. This report seeks the endorsement of Council to execute the attached draft Planning Agreement. The draft Planning Agreement provides a total contribution of \$2,844,438 relating to a floor space ratio exceedance of 989qm (15%). Of this amount, \$2,559,994 is to be dedicated towards the Bondi Junction *Complete Streets* Program and \$284,444 (10%) towards Waverley's Affordable Housing Program in accordance with Council's Planning Agreement Policy 2014.

2. Introduction/Background

A draft Planning Agreement was negotiated in accordance with the valuation and costing methodology outlined in the Waverley Planning Agreement Policy 2014. The offer was negotiated as a monetary contribution of \$2,844,438. Of this amount, \$2,559,994 is to be dedicated towards the Bondi Junction *Complete Streets* Program and \$284,444 (10%) towards Waverley's Affordable Housing Program in accordance with Council's Planning Agreement Policy 2014.

3. Relevant Council Resolutions

Nil.

4. Discussion

Planning Agreement's monetary contribution to a public purpose

The public interest is promoted by the provision of funds to Council which are contributed towards upgrading and improving infrastructure and facilities within a reasonable proximity of the development and in the broader community. In this instance, the significant upgrade of the public domain in Bondi Junction as part of the Complete Streets Program has been nominated for the planning agreement funds. 10% of the funds will go towards Waverley's Affordable Housing Program in accordance with Council's Planning Agreement Policy 2014.

Public exhibition of the draft Planning Agreement

The Planning Agreement was drafted in accordance with Section 93G of the *Environmental Planning and Assessment Act 1979*, which requires an agreement to be exhibited for a period of 28 days. The draft Planning Agreement and Explanatory Note were exhibited from Wednesday 18 October 2017 to Wednesday 15 November 2017 and included:

- Notice in the Wentworth Courier;
- Advertising on Council's Have Your Say website; and
- Exhibition in Council's Customer Service Centre and Library.

Submissions

No submissions were received during the exhibition period.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: L5 Buildings are well-designed, safe and accessible and the new is balanced with the old.
Strategy: L5c Consider the use of planning controls and agreements to provide improvements to built public infrastructure.
Deliverable: Opportunities to deliver public infrastructure through Voluntary Planning Agreements (VPA)

6. Financial impact statement/Timeframe

This contribution has been dedicated to the Complete Streets program in Bondi Junction and towards the Waverley Affordable Housing Fund. However, it should be noted that payment of the VPA amount is not required until just before Occupation Certificate is sought, which may be several years from now.

Furthermore, given that the VPA funds are anticipated to be collected once the project is finished, if the project is not completed then there is a possibility that the VPA will not be paid.

7. Conclusion

The draft Planning Agreement has been placed on exhibition in accordance with Section 93G of the *Environmental Planning and Assessment Act 1979*. It is recommended that Council endorse the attached draft Planning Agreement for execution.

8. Attachments:

1. 109-119 Oxford Street Voluntary Planning Agreement
2. 109-119 Oxford St VPA Explanatory Note

WAVERLEY COUNCIL

(Council)

AND

**MERCURY 21 PTY LTD
ACN 168 508 763**

(Developer)

PLANNING AGREEMENT

(Development Contribution)

**WAVERLEY COUNCIL
Council Chambers
Cnr Bondi Road & Paul Street
BONDI JUNCTION NSW 2022
DX 12006 BONDI JUNCTION
Phone: 02 9083 8000
Facsimile: 02 9387 1820**

PLANNING AGREEMENT NO. _____***Section 93F of the Environmental Planning and Assessment Act, 1979*****THIS AGREEMENT** is made on

2017

PARTIES

WAVERLEY COUNCIL of Cnr Paul Street and Bondi Road, Bondi Junction NSW 2022
ABN 12 502 583 608 ("**Council**")

MERCURY 21 PTY LTD of Suite 2, 109 Victoria Rd, Drummoyne NSW 2047
ACN 168 508 763 ("**Developer**")

BACKGROUND/RECITAL

- A.** The Developer is the registered proprietor of the Land.
- B.** The Council is the local authority constituted under the Local Government Act 1993 and the planning and consent authority constituted under the Act.
- C.** On 10 December 2015 the Development Application was caused to be made to Council for development consent to carry out development on the Land. The Development Consent was granted on 17 November 2016.
- D.** On 16 December 2016 the Developer caused to be made the Modified Development Application to Council to modify the Development Consent. The Modified Development Consent was granted on 28 August 2017.
- E.** The Modified Development Application was subsequently accompanied by an offer to enter into this Agreement to make the Development Contribution towards a public purpose in accordance with Council's Planning Agreement Policy 2014 if the Modified Development Consent was granted. This offer was confirmed by a letter to Council dated 16 October 2017 from the Developer.
- F.** This Agreement is consistent with the Developer's offer referred to in Recital E.

OPERATIVE PROVISIONS:**1 PLANNING AGREEMENT UNDER THE ACT**

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

2 APPLICATION OF THIS AGREEMENT

This Agreement applies to the Land and to the Development proposed in the Development Consent, as modified.

3 OPERATION OF THIS AGREEMENT

This Agreement shall take effect on and from the date of this Agreement. The parties must execute and enter into this Agreement prior to any Construction Certificate issuing.

4 DEFINITIONS AND INTERPRETATION**4.1 Definitions**

In this Agreement unless the context otherwise requires:

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

"Agreement" means this agreement;

"Bank Guarantee" means an irrevocable and unconditional undertaking by a trading bank approved by the Council to pay the Development Contribution amount on demand without an expiry or end date and containing terms and conditions acceptable to Council and in accordance with clause 9 of this Agreement;

"Business Day" means a day that is not a Saturday, Sunday or public holiday, on which banks are open for general services in Sydney, New South Wales;

"Caveat Form" means a completed form of caveat in respect to the Land that is properly endorsed with the Developer's consent as the owner of the Land, noting Council as a caveator, in a form registrable at Land and Property Information NSW and otherwise acceptable to Council;

"Certifying Authority" means any accredited private certifier including where appropriate, a Principal Certifying Authority (PCA) appointed or to be appointed to certify the Development or any aspect of it;

"Council" means Waverley Council and herein includes any local government authority with which that Waverley Council may merge or any other local government authority responsible for a local government area that the Lot Burdened is located within;

"Construction Certificate" means any construction certificate as referred to in s 109C of the Act in respect of the Development Consent;

"Development" means the development the subject of the Development Application

and Modified Development Application as amended which is described in item 5 of the Schedule and being the demolition of the existing buildings and construction of a new 12 storey mixed use building with basement car parking as modified for approved mixed use development, including provision of two additional floor levels comprising 18 units and an additional basement level;

"Development Application" means the development application number DA 569/2015 and is referred to in item 3 of the Schedule;

"Development Consent" means the consent granted in respect of DA 569/2015 dated 17 November 2016 as modified or may be modified;

"Development Contribution" means the sum of \$2,844,438 and referred to in item 6 of the Schedule;

"Development Contribution Date" means the time the Development Contribution is to be paid as referred to in item 8 of the Schedule and this is prior to the issue of any Occupation Certificate;

"GST" has the same meaning as in the GST Law;

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

"Land" means Lots 1 in DP 575911, Lot A in DP 448076, Lot 1 and 2 in DP 581271, Lot 12 in DP 747297 and Lot 3,4,5 and 6 in DP 14097 and known as 109, 113, 117 and 119 Oxford Street and 34 and 36 – 42 Spring Street, Bondi Junction;

"Modified Development Application" means the application to modify development consent DA 569/2015 numbered DA 569/2015/A and referred to in item 3 of the Schedule;

"Modified Development Consent" means the Development Consent as modified under DA 569/2015/A dated 28 August 2017;

"Occupation Certificate" means any occupation certificate as referred to in s 109C of the Act in respect of the Development Consent;

"Party" means a party to this Agreement including their successors and assigns;

"Public Purpose" for the purpose of this Agreement means that described in item 7 of the Schedule and is towards the Complete Streets Program and Waverley's Affordable Housing Program;

"Registration Application" means an application for registration of this Agreement as a planning agreement on the title of the Land pursuant to Section 93H of the Act in a form approved by the Registrar General;

"Schedule" means the schedule to this Agreement.

4.2 Interpretation

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

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement;

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

5 DEVELOPMENT CONTRIBUTION TO BE MADE UNDER THIS AGREEMENT

- 5.1 The Developer agrees to make, and the Council agrees to accept, the Development Contribution to be applied for the Public Purpose.
- 5.2 The Developer must pay the Development Contribution to the Council by bank cheque on or before the Development Contribution Date and time is essential in this respect.

6 APPLICATION OF THE DEVELOPMENT CONTRIBUTION

- 6.1 The Council will apply the Development Contribution towards the Public Purpose as soon as practicable.

7 APPLICATION OF S94 AND S94A OF THE ACT TO THE DEVELOPMENT

- 7.1 This Agreement does not exclude the application of Sections 94, 94A or 94EF of the Act to the Development.
- 7.2 The Development Contribution provided by the Developer will not be taken into consideration in determining any development contribution under Section 94 or 94A of the Act.

8 REGISTRATION OF THIS AGREEMENT

- 8.1 The Parties agree this Agreement is to be registered by the Registrar-General as provided for in section 93H of the Act.
- 8.2 The Developer warrants that it has done everything necessary to enable this Agreement to be registered under section 93H of the Act.
- 8.3 Without limiting clause 8.2, the Developer warrants that it has obtained the express written consent to the registration of this Agreement under section 93H of the Act from:
 - (a) If this Agreement relates to land under the *Real Property Act 1900*, each person who has an estate or interest in the Land registered under that Act; or
 - (b) If this Agreement relates to land not under the *Real Property Act 1900*, each person who is seized or in possession of an estate or interest in the Land.
- 8.4 As soon as possible after entering into this Agreement and in any event prior to the issue of a Construction Certificate, the Developer will at its cost arrange and effect registration of this Agreement under s93H upon the title to the Land and as soon as possible will:
 - (a) deliver to the Council the Registration Application in registrable form noting the Council as applicant and executed by the Developer and any other person the subject of the warranty in clause 8.3;
 - (b) lodge or cause to be lodged the title deed with LPI and advise Council of the production number;
 - (c) provide the Council with a cheque in favour of Land & Property Information, NSW for the registration fees for registration of this Agreement; and
 - (d) provide the Council with a cheque in favour of the Council for its reasonable costs, expenses and fees incurred or to be incurred in connection with the

- preparation of this Agreement and any documents, form or instrument created or to be created in accordance with the provisions of this Agreement.
- (e) and take any other necessary action so as to ensure this Agreement is registered on the title to the Land prior to the issue of any Construction Certificate.
- 8.5 Upon compliance with clause 8.4 by the Developer the Council will promptly lodge the Registration Application with the Registrar General.
- 8.6 The Parties will co-operate with each other to ensure that the Agreement is registered by the Registrar General.
- 8.7 Upon payment of the Development Contribution or surrender of the Development Consent as modified as at the date of surrender and prior to any Construction Certificate, the Developer may request the removal of the dealing created by registration of the Agreement from the title to the Land. The Council will not withhold its consent to such removal, provided the Developer pays all reasonable costs, expenses and fees of the Council relating to such removal.
- 8.8 Should payment of the Development Contribution or surrender of the Development Consent as modified occur upon the date of this Agreement and prior to issue of a Construction Certificate, then there will be no obligation to register this Agreement in accordance with this clause nor provide the Bank Guarantee in accordance with clause 9.1.
- 8.9 Upon registration of this Agreement by the Registrar General, this Agreement is binding on, and is enforceable against the owner of the Land from time to time as if each owner for the time being had entered into this Agreement.

9 BANK GUARANTEE

9.1 Provision of Bank Guarantee

- (a) Subject to clause 8.8 and prior to the issue of any Construction Certificate, the Developer must deliver to the Council a Bank Guarantee, which must be:
- (i) in a form and from an institution approved by the Council;
 - (ii) irrevocable and unconditional;
 - (iii) with no expiry date;
 - (iv) issued in favour of the Council;
 - (v) for an amount equivalent to the Development Contribution set out in Item 6 of the Schedule;
 - (vi) drafted to cover all of the Developer's obligations under this Agreement; and
 - (vii) on the terms otherwise satisfactory to the Council.

9.2 Calling on Bank Guarantee

- (a) The Council may call on the Bank Guarantee in the event that the Developer fails to make a payment of any part of the Development Contribution in accordance with the

Schedule or any other amount payable under this Agreement by its due date for payment and fails to remedy the relevant failure or breach within 7 days after the Council's notice.

- (b) If the Council calls on the Bank Guarantee as a result of the Developer's failure to pay any amount due under this Agreement, then the Council will apply the amount received pursuant to its claim on the Bank Guarantee towards the Developer's obligation to pay the relevant amount and will deduct that amount from the amount payable. In those circumstances, the Developer will be required to pay to the Council the outstanding balance of the Development Contribution and other amounts payable under this Agreement.

9.3 Return of Bank Guarantee

Subject to clause 9.2, provided that the Developer has complied with its obligations under this Agreement, to pay the Development Contribution or any other amount payable under this Agreement, the Council will return the Bank Guarantee to the Developer.

10 REVIEW OF THE AGREEMENT

Any amendment or review of this Agreement shall be by agreement in writing and in compliance with section 93G of the Act.

11. DISPUTE RESOLUTION

11.1 Notice of dispute

If a Party claims that a dispute has arisen under this Agreement ("Claimant"), it must give written notice to the other Party ("Respondent") stating the matters in dispute and designating as its representative a person to negotiate the dispute ("Claim Notice"). No Party may start Court proceedings (except for proceedings seeking interlocutory relief) in respect of a dispute unless it has first complied with this clause.

11.2 Response to notice

Within ten business days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

11.3 The nominated representative must:

- (i) Meet to discuss the matter in good faith within five business days after services by the Respondent of notice of its representatives;
- (ii) Use reasonable endeavours to settle or resolve the dispute within 15 business days after they have met.

11.4 Further notice if not settled

If the dispute is not resolved within 15 business days after the nominated representatives have met, either Party may give to the other a written notice calling for determination of the dispute ("Dispute Notice") by mediation under clause 11.5 or by

expert determination under clause 11.6.

11.5 Mediation

If a Party gives a Dispute Notice calling for the dispute to be mediated:

- (a) The Parties must agree to the terms of reference of the mediation within five business days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules and the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) The mediator will be agreed between the Parties, or failing agreement within five business days of receipt of the Dispute Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) The mediator appointed pursuant to this Clause 11.5 must:
 - (i) Have reasonable qualifications and practical experience in the area of disputes; and
 - (ii) Have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- (d) The mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- (e) The Parties must within five business days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation.
- (f) The Parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement.
- (g) In relation to costs and expenses
 - (i) Each Party will bear their own professional and expert costs incurred in connection with the mediation; and
 - (ii) The cost for the mediator will be shared equally by the Parties unless the mediator determines a Party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full cost of the mediation to be borne by that Party.

11.6 Expert Determination

If the dispute is not resolved under clause 11.3 or 11.5 the dispute may, by agreement between the Parties, both acting reasonably having regard to the nature of the dispute, be resolved by expert determination, in which event:

- (a) The dispute must be determined by an independent expert in the relevant field:
 - (i) Agreed upon and appointed jointly by the Council and the Developer; or

- (ii) In the event that no agreement is reached or appointment made within 30 business days, appointed on application of a Party by the then current President of the Law Society of New South Wales;
- (b) The expert must be appointed in writing and terms of the appointment must not be inconsistent with this clause;
- (c) The determination of the dispute by such expert will be made as an expert and not as an arbitrator and will be in writing and containing reasons for the determination;
- (d) The expert will determine the rules of the conduct for the process, but must conduct the process in accordance with the rules of natural justice;
- (e) Each Party will bear its own costs in connection with the process and the determination by the expert together with an equal proportion of the expert's fees and costs; and
- (f) Any determination made by an expert pursuant to this clause is final and binding upon the Parties except where the determination is in respect of, or relates to, termination or purported termination of this Agreement by any Party, in which event the expert is deemed to be giving a non-binding appraisal and any Party may commence litigation in relation to the dispute if it has not been resolved within 20 business days of the expert giving his or her decision.

11.7 Litigation

If the dispute is not finally resolved in accordance with this clause 11, either Party is at liberty to litigate the dispute.

11.8 Continue to Perform Obligations

Each Party must continue to perform its obligations under this Agreement, notwithstanding the existence of a dispute.

12. ENFORCEMENT

12.1 Nothing in this Agreement prevents the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement (including the breach of this Agreement by the Developer) or any matter to which this Agreement relates.

12.2 Until such time as the Development Contribution has been paid in full, an Occupation Certificate must not be issued and the Developer must:

- (a) notify the Council in writing of the name and contact details of any Certifying Authority to which it has applied for an Occupation Certificate at the same time that such application is made;
- (b) at the time it lodges any application for an Occupation Certificate notify the Certifying Authority in writing of the existence and terms of this Agreement; and

- (c) procure and provide to Council a written acknowledgement from the Certifying Authority addressed to Council confirming that the Certifying Authority will not issue an Occupation Certificate until Council provides written confirmation that the Development Contribution has been paid;
- (d) not rely on any Occupation Certificate in respect to the Development.

12.3 The Developer acknowledges and agrees that:

- (a) the Land is charged with the payment to Council of the Development Contribution until the Development Contribution is paid in full to Council;
- (b) Council has a caveatable interest in the Land from the later of the date of the Modified Development Consent and this Agreement until the Development Contribution is paid in full to Council;
- (c) Council has the right to lodge and maintain a caveat against the title to the Land to notify of and protect its interest created by this Agreement (including the charge in (a), until the Development Contribution is paid in full to Council; and
- (d) at the time of entering into this Agreement, the Developer shall provide Council with the Caveat Form, unless the Development Contribution is paid to Council by the Developer upon entering into this Agreement.

13. NOTICES

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

- (a) delivered or posted to that Party at its address set out below in item 9 of the Schedule;
- (b) faxed to that Party at its fax number set out below in item 9 of the Schedule;
- (c) emailed to that Party at its email address set out below in item 9 of the Schedule.

13.2 If a Party gives the other Party 3 business days' notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

13.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, 2 business days after it is posted.
- (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

13.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to

be treated as having been given or made at the beginning of the next business day.

14 APPROVALS AND CONSENT

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

15 ASSIGNMENT AND DEALINGS

Until the Development Contribution is paid in full, the Developer cannot sell, transfer, assign, novate, charge, encumber or otherwise deal with the Land or attempt or purport to do so unless, before completion of the said dealing, the Developer:

- (a) at no cost to Council, has first procured the execution by the incoming party of an agreement in favour of Council on the same terms as this Agreement as if the incoming party were a Party to this Agreement; and
- (b) satisfies Council that the Developer is not in breach of its obligations under this Agreement at the time of completion of the dealing.

16 COSTS

Council's costs of and incidental to the preparation and execution of this Agreement and any related documents and registration of same shall be borne by the Developer. The Developer shall be responsible to pay its own costs and any stamp duty arising from this Agreement or its preparation.

17 ENTIRE AGREEMENT

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

18 FURTHER ACTS

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

19 GOVERNING LAW AND JURISDICTION

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

20 JOINT AND INDIVIDUAL LIABILITY AND BENEFITS

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

21 NON FETTER

The Developer acknowledges and agrees that:

- (a) in addition to its obligations under this Agreement the Council is also responsible for the conduct and administration of local government in the Waverley Local Government Area;
- (b) this Agreement in no way affects Council's statutory obligations, functions or powers, including without limitation, its obligations, functions or powers in respect of the Development Application and Development Consent as modified by the Modified Development Consent and any other approvals required in respect of the works to be carried out under the Development Consent as modified;
- (c) nothing which the Council does or fails to do under this Agreement will limit or otherwise affect the Developer's obligations under the Development Consent as modified; and
- (d) nothing which the Council does, fails to do or purports to do in performing the Council's statutory functions or powers will constitute or amount to a breach of this Agreement.

22 REPRESENTATIONS AND WARRANTIES

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

23 SEVERABILITY

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal,

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

24 MODIFICATION

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

25 WAIVER

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

26 GOODS & SERVICES TAX

- 26.1 The Parties agree and acknowledge, all amounts payable by one party to the other party in relation to a supply under this Agreement have been calculated exclusive of GST which may be imposed on the supply.
- 26.2 If any supply made under this Agreement is, or becomes, subject to GST, the party to whom the supply is made ("**Recipient**") must pay to the party making the supply ("**Supplier**"), as consideration, in addition to any consideration payable or to be provided elsewhere in this Agreement, subject to issuing a Valid Tax Invoice, an additional amount on account of GST, such amount to be calculated by multiplying the consideration by the applicable rate of GST.
- 26.3 Any amount in respect of GST payable under clause 26.2 must be paid to the Supplier immediately on receipt of the Valid Tax Invoice.
- 26.4 If any party is required to reimburse or indemnify the other party for a cost or expense ("**Cost**") incurred by the other party, the amount of that Cost for the purpose of this Agreement is the amount of the Cost incurred, less the amount of any credit for, or refund of, GST, which the party incurring the Cost is entitled to claim in respect of the Cost.
- 26.5 If GST is linked with the abolition or reduction of other taxes and charges, all amounts payable by the Recipient to the Supplier under this Agreement (excluding

GST) must be reduced by the same proportion as the actual total costs of the Supplier (excluding GST) are reduced either directly as a result of the abolition or reduction of other taxes and charges payable by the Supplier or indirectly by way of any reduction in prices (excluding GST) charged to the Supplier.

27 EXECUTION IN TRIPLICATE

The Parties shall execute this Agreement in triplicate so as to provide one original signed by both parties and a further copy for registration of the Agreement under s93H of the *Environmental Planning and Assessment Act*. This Agreement will be dated on the day of execution by all Parties.

SCHEDULE

<u>Item Number</u>		<u>Particulars/Description</u>
1	Developer	MERCURY 21 PTY LTD ACN 168 508 763
2	Land	109, 113, 117 AND 119 OXFORD STREET AND 34 AND 36 – 42 SPRING STREET, BONDI JUNCTION (LOT 1 IN DP 575911, LOT A IN DP 448076, LOT 1 AND 2 IN DP 581271, LOT 12 IN DP 747297 AND LOT 3,4,5 AND 6 IN DP 14097)
3	Development Application and Modified Development Application	DA 569/2015 AND DA 569/2015/A
5	Development (description)	DEMOLITION OF THE EXISTING BUILDINGS AND CONSTRUCTION OF A NEW 12 STOREY MIXED USE BUILDING WITH BASEMENT CAR PARKING AS MODIFIED FOR APPROVED MIXED USE DEVELOPMENT, INCLUDING PROVISION OF TWO ADDITIONAL FLOOR LEVELS COMPRISING 18 UNITS AND AN ADDITIONAL BASEMENT LEVEL
6	Development Contribution	\$2,844,438
7	Public Purpose	TO BE APPLIED TOWARDS THE COMPLETE STREETS PROGRAM AND WAVERLEY'S AFFORDABLE HOUSING PROGRAM

8	Development Contribution Date (Payment date for the Development Contribution)	PRIOR TO THE ISSUE OF ANY OCCUPATION CERTIFICATE FOR THE DEVELOPMENT
9	Developer Address	c/- &Legal Level 3, 376-382 New South Head Road, Double Bay NSW 2028
	Developer Fax	9328 7324
	Developer Email	jdenes@andlegal.com.au
	Council Address	CORNER PAUL STREET AND BONDI ROAD, BONDI JUNCTION NSW 2022
	Council Fax	(02) 9387 1820
	Council Email	info@waverley.nsw.gov.au

**EXECUTED by WAVERLEY COUNCIL with Common Seal of Waverley Council
affixed pursuant to a resolution of Waverley Council on**

CATHY HENDERSON
Acting General Manager

CLR JOHN WAKEFIELD
Mayor

**EXECUTED by MERCURY 21 PTY LTD
ACN 168 508 763**
In accordance with section 127 of the
Corporations Act 2001

ELIA LEIS
Director/Secretary

IGAL LEIS
Director

Explanatory Note

(Clause 25E of the Environmental Planning and Assessment Regulation 2000)

Draft Planning Agreement

The purpose of this explanatory note is to provide a summary of the proposed planning agreement (PA) prepared jointly between Waverley Council and the Developer under s93F of the *Environmental Planning and Assessment Act 1979* (the Act).

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

1 Parties:

Waverley Council (Council) and

MERCURY 21 PTY LTD ACN 168 508 763 (Developer).

2 Description of Subject Land:

The whole of the land being Lot 1 in DP 575911, Lot A in DP 448076, Lot 1 and 2 in DP 581271, Lot 12 in DP 747297 and Lot 3, 4, 5 and 6 in DP 14097 and known as 109, 113, 117 and 119 Oxford Street, Bondi Junction and 34 and 36 – 42 Spring Street, Bondi Junction, is the Subject Land under the Planning Agreement.

3 Description of Development:

The Developer proposes to develop the Subject Land. The proposed development will comprise demolition of the existing buildings and construction of a new 12 storey mixed use building with basement car parking as modified for approved mixed use development, including provision of two additional floor levels comprising 18 units and an additional basement level.

4 Background:

The Developer is the registered proprietor of the Subject Land. The Developer lodged a s 96 modification with Council, DA 569/2015/A and with this offered to enter into a Planning Agreement with Council pursuant to section 93F of the Act to provide a monetary contribution as the modified development application provided for additional floor space which exceeds floor space controls permitted for such buildings under Council's planning controls. The offer is in line with Council's Voluntary Planning Agreement Policy 2014.

5 Summary of Objectives, Nature and Effect of the Draft Planning Agreement:

The Planning Agreement will assist Council in achieving its objectives by providing funds which will facilitate Council to provide a material public benefit to the Development and the broader community under programs such as the Council's Complete Streets Program directed at infrastructure construction, improvements and maintenance of footpaths, walkways and public areas and provision towards Waverley's Affordable Housing Program.

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The Agreement is a contractual relationship between Council and the Developer whereby the Developer is to pay a Monetary Contribution and is a Planning Agreement under subsection 2 of Division 6 of Part 4 of the Act.

The Agreement requires the Developer to comply with certain requirements including registration of the Agreement, lodgement of caveat and provision of a Bank Guarantee prior to any Construction Certificate issuing for the Development and to pay a monetary Contribution to Council in the amount of \$2,844,438.00 prior to any Occupation Certificate issuing for the Development.

The Agreement does not exclude the application of sections 94, 94A or 94EF of the Act to the Development and the Development Contribution is not to be taken into consideration in determining any development contribution under s94 of the Act.

The Agreement contains a number of machinery provisions including in relation to dispute resolution and enforcement.

6 Assessment of the merits of the Draft Planning Agreement:

The Planning Purposes Served by the Draft Planning Agreement

In accordance with S.93F(2) of the *Environmental Planning and Assessment Act 1979*, the Planning Agreement facilitates the following public purposes:

- The provision of (or recoupment of the cost of providing) public amenities;
- Funding of recurrent expenditure relating to the provision of public amenities or other infrastructure;
- The monitoring of the planning impacts of development;
- The conservation or enhancement of the natural environment;
- The provision of (or the recoupment of the cost of providing) affordable housing;
- The provision of affordable housing so that a socially diverse residential population across all income groups is maintained in the Council Local Government area;
- To provide for housing choices for low income and disadvantaged people in the Council Community;
- To promote and provide for housing schemes which meets the needs of low to moderate income earners;
- To seek to provide a standard of affordable housing that is comparable to other housing in the area where the Development is situated.

The Planning Agreement provides a reasonable means of achieving the public purposes set out above.

How the Draft Planning Agreement Promotes the Public Interest

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- The public interest is promoted by the provision to Council of funds which it is able to apply towards upgrading and improving infrastructure and facilities nearby the Development and in the broader community, in particular the beautifying of road reserves and works towards safe pedestrian-friendly streets, providing good access to public transport and accommodating cyclists;
- The upgrading and improvement of facilities will encourage business and development activity of the precinct;
- The contributions made are intended to positively affect the economic and social wellbeing of the precinct incorporating the Development and wider community. Both residents and visitors will benefit from the contributions under the Planning Agreement;
- Public Interest is promoted by virtue of the planning agreement because it increases the provision of affordable housing;
- Provides housing for low income and disadvantaged people within the community;
- Facilitates a diverse social mix;
- Enables diverse social and economic groups to have similar opportunities for accommodation in the area where the Development is situated.

How the Draft Planning Agreement Promotes the Objects of the Environmental Planning and Assessment Act, 1979 (EP&A Act)

The provision of the monetary contribution required under the Planning Agreement will promote the objects of the Act, in particular:

- 5(a)(i) "proper management development and conservation of natural and artificial resources including natural areas, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment".
- 5(a)(v) "the provision of community services and facilities".
- 5(a)(viii) "the provision and maintenance of affordable housing".
- Under Part 4, Division 6, Subdivision 2 (Planning Agreements) of the EP&A Act, Council may enter into a planning agreement for any purpose. The appropriate means of participation in the Affordable Housing Program is by way of a planning agreement as such under the agreement the relevant provisions of the EP&A Act referred to are addressed.

How the Draft Planning Agreement promotes elements of the Council's charter under section 8 of the Local Government Act, 1993

- The Draft Planning Agreement provides a means by which the Council shows a regard for the long term and cumulative effects of its decisions. The Council's decisions impact public areas. The Council is conscious of a need for infrastructure and facilities as well as affordable housing within the public

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areas in its local government area and how its decisions and policies impact on seeking to fulfil these needs;

- The Draft Planning Agreement provides a means by which Council shows it bears in mind that it is the custodian and trustee of public assets and seeks to effectively plan for and manage the assets for which it is responsible and facilitates its engaging in long term strategic planning on behalf of the local community.
- In addition as the planning agreement is a means by which the Council can implement its Affordable Housing Policy, in doing so Council exercises community leadership in an area of concern to the wider community.

Conformity with the Council's Capital Works Program

The Draft Planning Agreement is not inconsistent with the Council's Capital Works Program.

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

Yes, as detailed above in relation to bank guarantee, caveat and registration prior to the issuing of any construction certificate and to enforce payment of the monetary contribution prior to the issuing of any occupation certificate.

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

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**REPORT
CM/7.15/17.12**

Subject: Voluntary Planning Agreement - 59-69 Oxford Street,
Bondi Junction

TRIM No.: DA-585/2015/A

Author: Tim Sneesby, Senior Strategic Planner

Director: Peter Monks, Director Waverley Futures

RECOMMENDATION:

That Council:

1. Endorses the draft Planning Agreement attached to this report applying to land at 59-69 Oxford Street, Bondi Junction that provides a total contribution of \$4,713,956. Of this amount, \$4,242,560 is to be dedicated towards the Bondi Junction *Complete Streets* Program and \$471,396 (10%) towards Waverley's Affordable Housing Program in accordance with Council's Planning Agreement Policy 2014.
2. Authorises the Mayor and General Manager to sign and execute the agreement and affix the Council seal to the documentation.

1. Executive Summary

A draft Planning Agreement associated with the approved s96 modification (DA 585/2015/A) at 59-69 Oxford Street, Bondi Junction (partial demolition of existing structures and construction of a new 12 storey mixed use development with basement car park, pub at ground floor, commercial space and residential units at first floor and residential units on all levels above and modification to add 2 additional (residential) levels to approved mixed use development including basement modifications) was placed on public exhibition in accordance with Section 93G of the *Environmental Planning and Assessment Act 1979*. This report seeks the endorsement of Council to execute the attached draft Planning Agreement. The draft Planning Agreement provides a total contribution of \$4,713,956 relating to a floor space ratio exceedance of 868sqm (15%). Of this amount, \$4,242,560 is to be dedicated towards the Bondi Junction *Complete Streets* Program and \$471,396 (10%) towards Waverley's Affordable Housing Program in accordance with Council's Planning Agreement Policy 2014.

2. Introduction/Background

A draft Planning Agreement was negotiated in accordance with the valuation and costing methodology outlined in the Waverley Planning Agreement Policy 2014 for DA-585/2015/A, which was approved by the WDAP. The offer was negotiated as a monetary contribution of \$4,713,956. Of this amount, \$4,242,560 is to be dedicated towards the Bondi Junction *Complete Streets* Program and \$471,396 (10%) towards Waverley's Affordable Housing Program in accordance with Council's Planning Agreement Policy 2014.

3. Relevant Council Resolutions

Nil.

4. Discussion

Planning Agreement's monetary contribution to a public purpose

The public interest is promoted by the provision of funds to Council which is contributed towards upgrading and improving infrastructure and facilities within a reasonable proximity the development. In this instance, the significant upgrade of the public domain in Bondi Junction as part of the Complete Streets Program will benefit from the planning agreement funds. 10% of the funds will go towards Waverley's Affordable Housing Program in accordance with Council's Planning Agreement Policy 2014.

Public exhibition of the draft Planning Agreement

The Planning Agreement was drafted in accordance with Section 93G of the *Environmental Planning and Assessment Act 1979*, which requires an agreement to be exhibited for a period of 28 days. The draft Planning Agreement and Explanatory Note were exhibited from Wednesday 1 November 2017 to Wednesday 29 November 2017 and included:

- Notice in the Wentworth Courier;
- Advertising on Council's Have Your Say website; and
- Exhibition in Council's Customer Service Centre and Library.

Submissions

One submission was received during the public exhibition period. The submission opposed the additional two floors that had been approved at the WDAP and opposed the VPA in principle. There were no specific comments on where the money was being spent.

The current legal and procedural framework for planning agreements is outlined in Section 93F of the *Environmental Planning and Assessment Act 1979* sets out the circumstances under which a planning agreement may be entered into. It provides a planning agreement may be made between a planning authority (or two or more planning authorities) and a person (developer):

- a) who has sought a change to an environment planning instrument (such as a rezoning application); or
- b) who has made or proposes to make a development application; or
- c) who has entered into an agreement with or is otherwise associated with a person in one of the above two categories.

5. Financial impact statement/Timeframe

This contribution has been dedicated to the Complete Streets program in Bondi Junction and towards the Waverley Affordable Housing Fund. However, it should be noted that payment of the VPA amount is not required until just before Occupation Certificate is sought, which may be several years from now.

Furthermore, given that the VPA funds are anticipated to be collected once the project is finished, if the project is not completed then there is a possibility that the VPA will not be paid.

6. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction:	L5 Buildings are well-designed, safe and accessible and the new is balanced with the old.
Strategy:	L5c Consider the use of planning controls and agreements to provide improvements to built public infrastructure.
Deliverable:	Opportunities to deliver public infrastructure through Voluntary Planning Agreements (VPA)

7. Conclusion

The draft Planning Agreement has been placed on exhibition in accordance with Section 93G of the *Environmental Planning and Assessment Act 1979*. It is recommended that Council endorse the attached draft Planning Agreement for execution.

8. Attachments:

1. 59-69 Oxford Street Voluntary Planning Agreement
2. 59-69 Oxford St VPA Explanatory Note

WAVERLEY COUNCIL

(Council)

AND

**MHH PROJECT PTY LTD
ACN 614 959 634**

(Developer)

PLANNING AGREEMENT

(Development Contribution)

**WAVERLEY COUNCIL
Council Chambers
Cnr Bondi Road & Paul Street
BONDI JUNCTION NSW 2022
DX 12006 BONDI JUNCTION
Phone: 02 9083 8000
Facsimile: 02 9387 1820**

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PLANNING AGREEMENT NO. _____***Section 93F of the Environmental Planning and Assessment Act, 1979*****THIS AGREEMENT** is made on

2017

PARTIES

WAVERLEY COUNCIL of Cnr Paul Street and Bondi Road, Bondi Junction NSW 2022
ABN 12 502 583 608 (**Council**)

MHH PROJECT PTY LTD of Suite 2, 9 Atchison Street, St Leonards NSW 2065
ACN 614 959 634 (**"Developer"**)

BACKGROUND/RECITAL

- A.** The Developer is the registered proprietor of the Land.
- B.** The Council is the local authority constituted under the Local Government Act 1993 and the planning and consent authority constituted under the Act.
- C.** On 18 December 2015, the Development Application was lodged with Council seeking development consent to carry out development on the Land. Development Consent was granted on 28 September 2016.
- D.** On 19 December 2016, the Modified Development Application was lodged with Council, seeking to modify the Development Consent.
- E.** The Modified Development Application was accompanied by an offer to enter into this Agreement to make a Development Contribution towards the Public Purpose in accordance with Council's Planning Agreement Policy 2014, if the Modified Development Consent was granted. This offer was clarified and confirmed by a Letter of Offer to Council dated 9 August 2017 from the Developer.
- F.** The Modified Development Consent was granted on 1 August 2017 and included the insertion of condition number 13A into the Development Consent, which specified the requirements for this Agreement and the Development Contribution.
- G.** This Agreement is consistent with the Developer's letter of offer referred to in Recital E.

OPERATIVE PROVISIONS:**1 PLANNING AGREEMENT UNDER THE ACT**

The parties agree that this Agreement is a planning agreement for the purposes of section 93F(1) of the Act.

2 APPLICATION OF THIS AGREEMENT

This Agreement applies to the Land and to the Development approved in the Development Consent, as modified.

3 OPERATION OF THIS AGREEMENT

This Agreement shall take effect on and from the date of this Agreement. The parties must execute and enter into this Agreement prior to the issue of any Construction Certificate that relates to any building work, other than, demolition, excavation, piling, shoring and associated works including any above ground structural support for retained heritage buildings, as contained in DA-585/2015/A and DA-585/2015/B .

4 DEFINITIONS AND INTERPRETATION**4.1 Definitions**

In this Agreement unless the context otherwise requires:

"Act" means the *Environmental Planning and Assessment Act 1979*.

"Agreement" means this agreement, the terms contained within and any schedules and attachments;

"Bank Guarantee" means an irrevocable and unconditional undertaking by a trading bank approved by the Council to pay the Development Contribution amount on demand without an expiry or end date and containing terms and conditions acceptable to Council and in accordance with clause 9 of this Agreement;

"Business Day" means a day that is not a Saturday, Sunday or public holiday, on which banks are open for general services in Sydney, New South Wales;

"Caveat Form" means a completed form of caveat in respect to the Land that is properly endorsed with the Developer's consent as the owner of the Land, noting Council as a caveator, in a form registrable at Land and Property Information NSW and otherwise acceptable to Council;

"Certifying Authority" means any accredited private certifier including where appropriate, a Principal Certifying Authority (PCA) appointed or to be appointed to certify the Development or any aspect of it;

"Claimant" means a Party who serves on another Party, a Claim Notice pursuant to clause 11 of this Agreement;

"Claim Notice" means written notice served on a Respondent by a Claimant which clearly and completely specifies the particulars of a dispute;

"Council" means Waverley Council and herein includes any local government authority

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with which that Waverley Council may merge or any other local government authority responsible for a local government area that the Lot Burdened is located within;

"Construction Certificate" means a construction certificate pursuant to section 109C(1)(b) of the Act, in respect of the Development;

"Cost" means any cost or expense incurred by a Party which another Party must reimburse or indemnify for the purposes of clause 25 of this Agreement;

"Development" means the development the subject of the Development Application and Modified Development Application as amended which is described in item 5 of the Schedule and being the partial demolition of existing structures and construction of a new 12 storey mixed use development with basement car park, pub at ground floor, commercial space and residential units at first floor and residential units on all levels above and modification to add 2 additional (residential) levels to approved mixed use development including basement modifications;

"Development Application" means the development application number DA 585/2015 lodged with Council on 18 December 2015 and as referred to in item 3 of the Schedule;

"Development Consent" means the consent granted pursuant to section 80(1)(a) of the Act and as evidenced in the Notice of Determination to DA 585/2015, dated 28 September 2016;

"Development Contribution" means the sum of \$4,713,956 and referred to in item 6 of the Schedule;

"Development Contribution Date" means the time the Development Contribution is to be paid as referred to in item 8 of the Schedule, being prior to the issue of any Occupation Certificate;

"Dispute Notice" means written notice served by either a Claimant or a Respondent on the other party, specifying that the dispute is to be determined by mediation in accordance with clause 11.5 or expert determination in accordance with clause 11.6 of this Agreement;

"GST" has the same meaning as in the GST Law;

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

"Land" means Lots 1, 2, 3, 4 and 5 in DP 229496 and known as 59, 63, 65, 67 and 69 Oxford Street, Bondi Junction;

"Letter of Offer" means the letter from MHH Project Pty Ltd, dated 9 August 2017, which makes a formal offer to Council of the Development Contribution;

"Modified Development Application" means the application to modify development consent DA 585/2015 numbered DA 585/2015/A lodged with Council on 19 December 2016 and referred to in item 3 of the Schedule;

"Modified Development Consent" means the Development Consent, as modified under DA 585/2015/A and as evidenced in the Notice of Determination dated 1 August 2017 (and as may be further modified);

"Occupation Certificate" means any occupation certificate pursuant to section 109C(1)(c) of the Act, in respect of the Development;

“Party” means the parties to this Agreement as referred to in items 1 and 2 of the Schedule and includes their servants, agents and contractors as well as their successors and assigns;

“Public Purpose” means the purpose to which the Development Contribution is to be allocated pursuant to Council’s Planning Agreement Policy 2014 and as described in item 7 of the Schedule;

“Recipient” means a Party to whom a supply of goods or services is made by another Party for which GST is payable for the purposes of clause 25 of this Agreement;

“Registration Application” means an application to register this Agreement as a planning agreement on the title of the Land pursuant to section 93H of the Act, in a form approved by the Registrar General;

“Respondent” means a Party to this Agreement upon whom a Claim Notice is served by another Party to this Agreement pursuant to clause 11 of this Agreement;

“Schedule” means the schedule to this Agreement;

“Supplier” means a Party who makes a supply of goods or services to another Party for which GST is payable for the purposes of clause 25 of this Agreement.

4.2 Interpretation

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

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

partnership, joint venture, association, body corporate or governmental agency;

- (h) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (i) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders;
- (j) References to the word 'include' or 'including' are to be construed without limitation;

5 DEVELOPMENT CONTRIBUTION TO BE MADE UNDER THIS AGREEMENT

- 5.1 The Developer agrees to make, and the Council agrees to accept, the Development Contribution to be applied for the Public Purpose.
- 5.2 The Developer must pay the Development Contribution to the Council by bank cheque or by other means agreed in writing by Council on or before the Development Contribution Date and time is essential in this respect.

6 APPLICATION OF THE DEVELOPMENT CONTRIBUTION

- 6.1 The Council will apply the Development Contribution towards the Public Purpose as soon as practicable.

7 APPLICATION OF S94 AND S94A OF THE ACT TO THE DEVELOPMENT

- 7.1 This Agreement does not exclude the application of Sections 94, 94A or 94EF of the Act to the Development.
- 7.2 The Development Contribution provided by the Developer will not be taken into consideration in determining any development contribution under Section 94 or 94A of the Act.

8 REGISTRATION OF THIS AGREEMENT

- 8.1 The Parties agree this Agreement is to be registered by the Registrar-General as provided for in section 93H of the Act.
- 8.2 The Developer warrants that it has done everything necessary to enable this Agreement to be registered under section 93H of the Act.
- 8.3 Council will use its best endeavours to, within 5 business days of receipt, execute and return to the Developer any/all forms required by Land and Property Information NSW for the purpose of registering the Agreement.
- 8.4 Without limiting clause 8.2, the Developer warrants that it has obtained the express written consent to the registration of this Agreement under section 93H of the Act from:

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- (a) If this Agreement relates to land under the *Real Property Act 1900*, each person who has an estate or interest in the Land registered under that Act; or
 - (b) If this Agreement relates to land not under the *Real Property Act 1900*, each person who is seized or in possession of an estate or interest in the Land.
- 8.5 Prior to the issue of a Construction Certificate that relates to any building work, other than demolition, excavation, piling, shoring and associated works including any above ground structural support for retained heritage buildings, as contained in DA-585/2015/A and DA-585/2015/B, the Developer will at its cost arrange and effect registration of this Agreement under s93H of the Act upon the title to the Land and as soon as possible will:
- (a) deliver to the Council the Registration Application in registrable form noting the Council as applicant and executed by the Developer and any other person the subject of the warranty in clause 8.3;
 - (b) lodge or cause to be lodged the title deed with LPI and advise Council of the production number;
 - (c) provide the Council with a cheque in favour of Land & Property Information, NSW for the registration fees for registration of this Agreement; and
 - (d) provide the Council with a cheque in favour of the Council for its reasonable costs, expenses and fees incurred or to be incurred in connection with the preparation of this Agreement and any documents, form or instrument created or to be created in accordance with the provisions of this Agreement.
 - (e) and take any other necessary action so as to ensure this Agreement is provided to Council in registrable form.
- 8.6 Upon compliance with clause 8.4 and 8.5 by the Developer the Council will promptly lodge the Registration Application with the Registrar General.
- 8.7 The Parties will co-operate with each other to ensure that the Agreement is registered by the Registrar General.
- 8.8 Upon payment of the Development Contribution or surrender of the Development Consent as modified as at the date of surrender and prior to any Construction Certificate, that relates to any building work, other than demolition, excavation, piling, shoring and associated works including any above ground structural support for retained heritage buildings, as contained in DA-585/2015/A and DA-585/2015/B the Developer may request the removal of the dealing created by registration of the Agreement from the title to the Land. The Council will not withhold its consent to such removal, provided that the terms of this Agreement have been complied with and the Developer pays all reasonable costs, expenses and fees of the Council relating to such removal.
- 8.9 Should payment of the Development Contribution or surrender of the Development Consent as modified occur on or before the date of this Agreement and prior to issue of a Construction Certificate that relates to any building work, other than demolition, excavation, piling, shoring and associated works including any above ground structural support for retained heritage buildings, as contained in DA-585/2015/A and DA-585/2015/B, then there will be no obligation to register this Agreement in accordance

with this clause.

- 8.10 Upon registration of this Agreement by the Registrar General, this Agreement is binding on, and is enforceable against the owner of the Land from time to time as if each owner for the time being had entered into this Agreement.

9 BANK GUARANTEE

9.1 Provision of Bank Guarantee

- (a) Prior to the issue of any Construction Certificate that relates to any building work, other than demolition, excavation, piling, shoring and associated works including any above ground structural support for retained heritage buildings, as contained in DA-585/2015/A and DA-585/2015/B, the Developer must deliver to the Council a Bank Guarantee, which must be:
- (i) in a form and from an institution approved by the Council;
 - (ii) irrevocable and unconditional;
 - (iii) with no expiry date;
 - (iv) issued in favour of the Council;
 - (v) for an amount equivalent to the Development Contribution set out in Item 6 of the Schedule;
 - (vi) drafted to cover all of the Developer's obligations under this Agreement; and
 - (vii) on the terms otherwise satisfactory to the Council.
- (b) The Developer acknowledges that the Council enters into this Agreement on the proviso of the Developer providing the Bank Guarantee as a security for the performance of all of the Developer's obligations under this Agreement, including without limitation the delivery of the Development Contribution to the Council in accordance with this Agreement.

9.2 Calling on Bank Guarantee

- (a) The Council may call on the Bank Guarantee in the event that the Developer fails to make a payment of any part of the Development Contribution or any other amount payable under this Agreement and fails to remedy the relevant failure or breach within 7 days after the Council's notice.
- (b) If the Council calls on the Bank Guarantee as a result of the Developer's failure to pay any amount due under this Agreement, then the Council will apply the amount received pursuant to its claim on the Bank Guarantee towards the Developer's obligation to pay the relevant amount and will deduct that amount from the amount payable. In those circumstances, the Developer will be required to pay to the Council the outstanding balance of the Development Contribution and other amounts payable under this Agreement.

9.3 Return of Bank Guarantee

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Subject to clause 9.2, provided that the Developer has complied with all of its obligations under this Agreement, including payment of the Development Contribution, the Council will immediately return the Bank Guarantee to the Developer.

10 REVIEW OF THE AGREEMENT

Any amendment or review of this Agreement shall be by agreement in writing and in compliance with section 93G of the Act.

11 DISPUTE RESOLUTION

11.1 Notice of dispute

If a dispute arises under this Agreement, the Claimant must serve on the Respondent a Claim Notice. The Claim Notice must designate a representative of the Claimant, with whom negotiations on the dispute are to be held.

No party may start Court proceedings (except for proceedings seeking interlocutory relief) in respect of a dispute unless it has first complied with this clause.

11.2 Response to notice

Within ten business days of receiving the Claim Notice, the Respondent must provide a written response to the Claimant, which designates its representative for the purpose of negotiations in the dispute.

11.3 The nominated representatives of the Claimant and the Respondent in a dispute must:

- (i) Meet to discuss the matter in good faith, within five business days of the Respondent serving its written response to the Claim Notice;
- (ii) Use reasonable endeavours to settle or resolve the dispute within 15 business days after they have met.

11.4 Further notice if not settled

If the dispute is not resolved within 15 business days of the meeting between the nominated representatives of the Claimant and Respondent, either Party may serve on the other a Dispute Notice.

11.5 Mediation

If a Party gives a Dispute Notice calling for the dispute to be mediated:

- (a) The Parties must agree to the terms of reference of the mediation within five business days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules and the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) The mediator will be agreed between the Parties, or failing agreement within five business days of receipt of the Dispute Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;

- (c) The appointed mediator must:
 - (i) Have reasonable qualifications and practical experience in the area of disputes; and
 - (ii) Have no interest or duty which conflicts or may conflict with his function as mediator, he being required to fully disclose any such interest or duty before his appointment;
- (d) The mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- (e) The Parties, must within five business days of receipt of the Dispute Notice, notify each other of their representatives who will be involved in the mediation.
- (f) The Parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement or as otherwise permitted by law.
- (g) In relation to costs and expenses
 - (i) Each Party will bear their own professional and expert costs incurred in connection with the mediation; and
 - (ii) The cost for the mediator will be shared equally by the Parties unless the mediator determines a Party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full cost of the mediation to be borne by that Party.

11.6 Expert Determination

If the dispute is not resolved under clause 11.3 or 11.5 the dispute may, by agreement between the Parties, both acting reasonably having regard to the nature of the dispute, be resolved by expert determination, in which event:

- (a) The dispute must be determined by an independent expert in the relevant field:
 - (i) Agreed upon and appointed jointly by the Parties; or
 - (ii) In the event that no agreement is reached or appointment made within 30 business days, appointed on application of a Party by the then current President of the Law Society of New South Wales;
- (b) The expert must be appointed in writing and terms of the appointment must not be inconsistent with this clause;
- (c) The expert will determine the rules of the conduct for the process, but must conduct the process in accordance with the rules of natural justice;
- (d) The determination of the dispute by such expert will be made as an expert and not as an arbitrator and will be in writing and containing reasons for the determination;
- (e) Each Party will bear its own costs in connection with the process and the determination by the expert together with an equal proportion of the expert's fees

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and costs; and

- (f) Any determination made by an expert pursuant to this clause is final and binding upon the Parties except where the determination is in respect of, or relates to, termination or purported termination of this Agreement by any Party, in which event the expert is deemed to be giving a non-binding appraisal and any Party may commence litigation in relation to the dispute if it has not been resolved within 20 business days of the expert giving his or her decision.

11.7 Litigation

If the dispute is not finally resolved in accordance with this clause 11, either Party is at liberty to litigate the dispute.

11.8 Continue to Perform Obligations

Each Party must continue to perform its obligations under this Agreement, notwithstanding the existence of a dispute.

12 ENFORCEMENT

- 12.1 Nothing in this Agreement prevents the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement (including the breach of this Agreement by the Developer) or any matter to which this Agreement relates.

- 12.2 Until such time as the Development Contribution has been paid in full, an Occupation Certificate must not be issued and the Developer must:

- (a) notify the Council in writing of the name and contact details of any Certifying Authority to which it has applied for an Occupation Certificate at the same time that such application is made;
- (b) at the time it lodges any application for an Occupation Certificate notify the Certifying Authority in writing of the existence and terms of this Agreement; and
- (c) procure and provide to Council a written acknowledgement from the Certifying Authority addressed to Council confirming that the Certifying Authority will not issue an Occupation Certificate until Council provides written confirmation that the Development Contribution has been paid;
- (d) not rely on any Occupation Certificate in respect to the Development.

- 12.3 The Developer acknowledges and agrees that:

- (a) the Land is charged with the payment to Council of the Development Contribution until the Development Contribution is paid in full to Council;
- (b) Council has a caveatable interest in the Land from the later of the date of the Modified Development Consent and this Agreement until the Development Contribution is paid in full to Council;
- (c) Council has the right to lodge and maintain a caveat against the title to the Land to

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- notify of and protect its interest created by this Agreement (including the charge in (a)), until the Development Contribution is paid in full to Council or the Development Consent, as modified, is surrendered; and
- (d) at the time of entering into this Agreement, the Developer shall provide Council with the Caveat Form, unless the Development Contribution is paid to Council by the Developer upon entering into this Agreement.

13 NOTICES

- 13.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
- (a) delivered by hand or posted to that Party at its address as set out in item 9 of the Schedule;
 - (b) faxed to that Party at its fax number as set out in item 9 of the Schedule;
 - (c) emailed to that Party at its email address as set out in item 9 of the Schedule.
- 13.2 If a Party gives the other Party 3 business days' notice of a change of its address, fax number or email address, any notice, consent, information, application or request is only given or made by that other Party if it is delivered by hand, posted, faxed or emailed to the latest address, fax number or email address.
- 13.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:
- (a) If it is delivered by hand, when it is left at the relevant address.
 - (b) If it is sent by post, 2 business days after it is posted.
 - (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
 - (d) If it is sent by email, as soon as the email is delivered to the inbox of the intended recipient.
- 13.4 If any notice, consent, information, application or request is delivered by hand, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

14 APPROVALS AND CONSENT

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

15 ASSIGNMENT AND DEALINGS

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Until the Development Contribution is paid in full, the Developer cannot sell, transfer, assign, novate, charge, encumber or otherwise deal with the Land or attempt or purport to do so unless, before completion of the said dealing, the Developer:

- (a) at no cost to Council, has first procured the execution by the incoming party of an agreement in favour of Council on the same terms as this Agreement as if the incoming party were a Party to this Agreement; and
- (b) satisfies Council that the Developer is not in breach of its obligations under this Agreement at the time of completion of the dealing.

16 COSTS

Council's costs of and incidental to the preparation and execution of this Agreement and any related documents and registration of same shall be borne by the Developer. The Developer shall be responsible to pay its own costs and any stamp duty arising from this Agreement or its preparation.

17 ENTIRE AGREEMENT

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

18 FURTHER ACTS

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

19 GOVERNING LAW AND JURISDICTION

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

20 NON FETTER

The Developer acknowledges and agrees that:

- (a) in addition to its obligations under this Agreement the Council is also responsible for the conduct and administration of local government in the Waverley Local Government Area;

- (b) this Agreement in no way affects Council's statutory obligations, functions or powers, including without limitation, its obligations, functions or powers in respect of the Development Consent, as modified, and any other approvals required in respect of the works to be carried out under the Development Consent, as modified;
- (c) nothing which the Council does or fails to do under this Agreement will limit or otherwise affect the Developer's obligations under the Development Consent, as modified; and
- (d) nothing which the Council does, fails to do or purports to do in performing the Council's statutory functions or powers will constitute or amount to a breach of this Agreement.

21 REPRESENTATIONS AND WARRANTIES

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

22 SEVERABILITY

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

23 MODIFICATION

No modification of this Agreement will be of any force or effect unless it is in writing, in accordance with section 93G of the Act and signed by the Parties.

24 WAIVER

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

25 GOODS & SERVICES TAX

- 25.1 The Parties agree and acknowledge that all amounts payable by one Party to the other Party in relation to a supply under this Agreement have been calculated exclusive of GST which may be imposed on the supply. The Parties agree that payment of the Development Contribution does not constitute a supply of goods or services for the purpose of GST law.
- 25.2 If any supply made under this Agreement is, or becomes, subject to GST, the Recipient must pay to the Supplier, as consideration, in addition to any consideration payable or to be provided elsewhere in this Agreement, subject to issuing a Valid Tax Invoice, an additional amount on account of GST, such amount to be calculated by multiplying the consideration by the applicable rate of GST.
- 25.3 Any amount in respect of GST payable under clause 26.2 must be paid to the Supplier immediately on receipt of the Valid Tax Invoice.
- 25.4 If any Party is required to reimburse or indemnify the other Party for a Cost incurred by the other Party, the amount of that Cost for the purpose of this Agreement is the amount of the Cost incurred, less the amount of any credit for, or refund of, GST, which the party incurring the Cost is entitled to claim in respect of the Cost.
- 25.5 If GST is linked with the abolition or reduction of other taxes and charges, all amounts payable by the Recipient to the Supplier under this Agreement (excluding GST) must be reduced by the same proportion as the actual total costs of the Supplier (excluding GST) are reduced either directly as a result of the abolition or reduction of other taxes and charges payable by the Supplier or indirectly by way of any reduction in prices (excluding GST) charged to the Supplier.

26 EXECUTION IN TRIPLICATE

The Parties shall execute this Agreement in triplicate so as to provide one original signed by both Parties and a further copy for registration of the Agreement under s93H of the Act. This Agreement will be dated on the day of execution by all Parties.

SCHEDULE

<u>Item Number</u>		<u>Particulars/Description</u>
1	Developer	MHH PROJECT PTY LTD ACN 614 959 634
2	Land	59, 63, 65, 67 AND 69 OXFORD STREET, BONDI JUNCTION (LOT 1, 2, 3, 4 AND 5 IN DP 229496)
3	Development Application and Modified Development Application	DA 585/2015 AND DA 585/2015/A
5	Development (description)	PARTIAL DEMOLITION OF EXISTING STRUCTURES AND CONSTRUCTION OF A NEW 12 STOREY MIXED USE DEVELOPMENT WITH BASEMENT CAR PARK, PUB AT GROUND FLOOR, COMMERCIAL SPACE AND RESIDENTIAL UNITS AT FIRST FLOOR AND RESIDENTIAL UNITS ON ALL LEVELS ABOVE AND MODIFICATION TO ADD 2 ADDITIONAL (RESIDENTIAL) LEVELS TO APPROVED MIXED USE DEVELOPMENT INCLUDING BASEMENT MODIFICATIONS.
6	Development Contribution	\$4,713,956
7	Public Purpose	TO BE APPLIED PURSUANT TO COUNCIL'S PLANNING AGREEMENT POLICY 2014. APPLIED TOWARDS THE COMPLETE STREETS PROGRAM AND WAVERLEY'S AFFORDABLE HOUSING PROGRAM
8	Development Contribution Date (Payment date for the Development Contribution)	PRIOR TO THE ISSUE OF ANY OCCUPATION CERTIFICATE FOR THE

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DEVELOPMENT

9	Developer Address	SUITE 2, 9 ATCHISON STREET, ST LEONARDS NSW 2065
	Developer Fax	(02) 9966 0352
	Developer Email	Gavin.zhang@twtglobal.com.au
	Council Address	CORNER PAUL STREET AND BONDI ROAD, BONDI JUNCTION NSW 2022
	Council Fax	(02) 9387 1820
	Council Email	info@waverley.nsw.gov.au

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**EXECUTED by WAVERLEY COUNCIL with Common Seal of Waverley Council
affixed pursuant to a resolution of Waverley Council on**

CATHY HENDERSON
Acting General Manager

CLR JOHN WAKEFIELD
Mayor

**EXECUTED by MHH PROJECT PTY LTD
ACN 614 959 634**
In accordance with section 127 of the
Corporations Act 2001 (CTH)

JING TIAN
Sole Director and Sole Company Secretary

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ANNEXURE A

DEVELOPMENT CONSENT DA 585/2015

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ANNEXURE B

LETTER OF OFFER DATED 9 AUGUST 2017

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ANNEXURE C

MODIFIED DEVELOPMENT CONSENT DA 585/2015/A

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Explanatory Note

(Clause 25E of the Environmental Planning and Assessment Regulation 2000)

Draft Planning Agreement

The purpose of this explanatory note is to provide a summary of the proposed planning agreement (PA) prepared jointly between Waverley Council and the Developer under s93F of the *Environmental Planning and Assessment Act 1979* (the Act).

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

1 Parties:

Waverley Council (Council) and

MHH PROJECT PTY LTD ACN 614 959 634 (Developer).

2 Description of Subject Land:

The whole of Lots 1, 2, 3, 4 and 5 in DP 229496 known as 59, 63, 65, 67 and 69 Oxford Street, Bondi Junction, is the Land under the Planning Agreement.

3 Description of Development:

The Developer proposes to develop the Land. The proposed development will comprise partial demolition of existing structures and construction of a new 12 storey mixed use development with basement car park, pub at ground floor, commercial space and residential units at first floor and residential units on all levels above and modification to add 2 additional (residential) levels to approved mixed use development including basement modifications.

4 Background:

The Developer is the registered proprietor of the Land. The Developer lodged a section 96 modification with Council, DA 585/2015/A and with this offered to enter into a Planning Agreement with Council pursuant to section 93F of the Act to provide a monetary contribution as the modified development application provided for additional floor space which exceeds floor space controls permitted for such buildings under Council's planning controls. The offer is in line with Council's Planning Agreement Policy 2014.

5 Summary of Objectives, Nature and Effect of the Draft Planning Agreement:

The Planning Agreement will assist Council in achieving its objectives by providing funds which will enable Council to provide a material public benefit to the broader community under programs namely the Council's Complete Streets Program directed at infrastructure construction, improvements and maintenance of footpaths, walkways and public areas and provision towards Waverley's Affordable Housing Program.

The Agreement is a contractual relationship pursuant to Development Consent for the Development between Council and the Developer whereby the Developer is to pay a

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Monetary Contribution and is a Planning Agreement under subsection 2 of Division 6 of Part 4 of the Act.

The Agreement requires the Developer to comply with certain requirements including registration of the Agreement and provision of a Bank Guarantee prior to any Construction Certificate that relates to any building work (other than demolition, excavation, piling, shoring and associated works including any above ground structural support for retained heritage buildings, as contained in DA-585/2015/A and DA-585/2015/B), lodgement of caveat and to pay a monetary Contribution to Council in the amount of \$4,713,956.00 prior to any Occupation Certificate issuing for the Development.

The Agreement does not exclude the application of sections 94, 94A or 94EF of the Act to the Development and the Development Contribution is not to be taken into consideration in determining any development contribution under s94 of the Act.

The Agreement contains a number of machinery provisions including in relation to dispute resolution and enforcement.

6 Assessment of the merits of the Draft Planning Agreement:

The Planning Purposes Served by the Draft Planning Agreement

In accordance with section 93F(2) of the *Environmental Planning and Assessment Act 1979*, the Planning Agreement facilitates the following public purposes:

- The provision of (or recoupment of the cost of providing) public amenities;
- Funding of recurrent expenditure relating to the provision of public amenities or other infrastructure;
- The monitoring of the planning impacts of development;
- The conservation or enhancement of the natural environment;
- The provision of (or the recoupment of the cost of providing) affordable housing;
- The provision of affordable housing so that a socially diverse residential population across all income groups is maintained in the Council Local Government area;
- To provide for housing choices for low income and disadvantaged people in the Council Community;
- To promote and provide for housing schemes which meets the needs of low to moderate income earners;
- To seek to provide a standard of affordable housing that is comparable to other housing in the area where the Development is situated.

The Planning Agreement provides a reasonable means of achieving the public purposes set out above.

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How the Draft Planning Agreement Promotes the Public Interest

- The public interest is promoted by the provision to Council of funds which it is able to apply towards upgrading and improving infrastructure and facilities nearby the Development and in the broader community, in particular the beautifying of road reserves and works towards safe pedestrian-friendly streets, providing good access to public transport and accommodating cyclists;
- The upgrading and improvement of facilities will encourage business and development activity of the precinct;
- The contributions made are intended to positively affect the economic and social wellbeing of the precinct incorporating the Development and wider community. Both residents and visitors will benefit from the contributions under the Planning Agreement;
- Public Interest is promoted by virtue of the planning agreement because it increases the provision of affordable housing;
- Provides housing for low income and disadvantaged people within the community;
- Facilitates a diverse social mix;
- Enables diverse social and economic groups to have similar opportunities for accommodation in the area where the Development is situated.

How the Draft Planning Agreement Promotes the Objects of the Environmental Planning and Assessment Act, 1979 (EP&A Act)

The provision of the monetary contribution required under the Planning Agreement will promote the objects of the Act, in particular:

- 5(a)(i) "proper management development and conservation of natural and artificial resources including natural areas, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment".
- 5(a)(v) "the provision of community services and facilities".
- 5(a)(viii) "the provision and maintenance of affordable housing".
- Under Part 4, Division 6, Subdivision 2 (Planning Agreements) of the EP&A Act, Council may enter into a planning agreement for any purpose. The appropriate means of participation in the Affordable Housing Program is by way of a planning agreement as such under the agreement the relevant provisions of the EP&A Act referred to are addressed.

How the Draft Planning Agreement promotes elements of the Council's charter under section 8 of the Local Government Act, 1993

- The Draft Planning Agreement provides a means by which the Council shows a regard for the long term and cumulative effects of its decisions. The Council's decisions impact public areas. The Council is conscious of a need for infrastructure and facilities as well as affordable housing within the public areas

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in its local government area and how its decisions and policies impact on seeking to fulfil these needs;

- The Draft Planning Agreement provides a means by which Council shows it bears in mind that it is the custodian and trustee of public assets and seeks to effectively plan for and manage the assets for which it is responsible and facilitates its engaging in long term strategic planning on behalf of the local community.
- In addition as the planning agreement is a means by which the Council can implement its Affordable Housing Policy, in doing so Council exercises community leadership in an area of concern to the wider community.

Conformity with the Council's Capital Works Program

The Draft Planning Agreement is not inconsistent with the Council's Capital Works Program.

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

Yes, as detailed above in relation to bank guarantee and registration prior to the issuing of any Construction Certificate that relates to any building work (other than, demolition, excavation, piling, shoring and associated works including any above ground structural support for retained heritage buildings, as contained in DA-585/2015/A and DA-585/2015/B) and to enforce payment of the monetary contribution prior to the issuing of any Occupation Certificate.

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

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**REPORT
CM/7.16/17.12**

Subject: SSROC Suppliers Panels for Temporary Staff and Plants and Trees

TRIM No.: SF17/2878

Author: Teena Su, Executive Manager, Financial Waverley

Director: Cathy Henderson, Acting General Manager

RECOMMENDATION:

That Council:

1. Treats the attachments to this report as confidential in accordance with section 10A(2)(c) of the Local Government Act 1993. The attachments contain information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.
2. Adopts the SSROC approved suppliers panels listed below for Waverley Council, for the following services:
 - (a) Supply and Management of Temporary Staff, for a period of three (3) + two (2) extensions of one year, with commencement date of 1 September 2017. The Panel comprises:
 - Adecco Australia Pty Ltd
 - Allstaff Australia Pty Ltd
 - Cox Purtell Staffing Services Pty Ltd
 - Drake International
 - Hays Specialist Recruitment (Australia) Pty Ltd
 - Hoban Recruitment Pty Ltd
 - Inspired Management Pty Ltd t/a Inspired Staffing
 - Labour Co-operative Ltd
 - Logo Management Pty Ltd
 - McArthur (NSW) Pty Ltd
 - Pulse Staffing Australia Pty Ltd
 - Randstad Pty Ltd
 - Recruitment Edge
 - RNTT Pty Ltd t/a Excel Recruitment
 - Rubicor Workforce Pty Ltd
 - (b) Supply and Delivery of Plants and Trees for a period of three (3) + two (2) extensions of one year, with commencement date of 15 September 2017. The Panel comprises:
 - Alpine Nurseries Sales Pty Ltd
 - Andreasens Green Wholesale Nurseries
 - Greening Australia (NSW) Limited

1. Executive Summary

The Southern Sydney Regional Organisation of Councils (SSROC) recently called two tenders on behalf of the participating 11 Councils for:

- Supply and Management of Temporary Staff (T2017-03), and
- Supply and Delivery of Plants and Trees (T2017—04).

Waverley Council participated in both tenders, as the estimated spending for these services is likely to be more than \$150k in any two consecutive years. Accepting these SSROC panel contracts allows staff to select the most appropriate supplier from the SSROC suppliers panel listing via a simplified Request For Quotation (RFQ) process than the lengthy Request For Tender (RFT) process.

2. Introduction/Background

SSROC is not a prescribed person for the purposes of section 55 (3) (a) of the Local Government Act 1993. Therefore, before engaging any of the approved suppliers under the SSROC contracts Council must accept the SSROC approved suppliers' panel for Waverley Council.

3. Relevant Council Resolutions

No previous resolution on this matter.

4. Discussion

The results of the tenders are set out below:

1. T2017-03 Temporary Staff:

There were 28 submissions received. The Preferred Supplier Master Agreement has shortlisted and signed by 15 suppliers as follows:

- Adecco Australia Pty Ltd
- Allstaff Australia Pty Ltd
- Cox Purtell Staffing Services Pty Ltd
- Drake International
- Hays Specialist Recruitment (Australia) Pty Ltd
- Hoban Recruitment Pty Ltd
- Inspired Management Pty Ltd t/a Inspired Staffing
- Labour Co-operative Ltd
- Logo Management Pty Ltd
- McArthur (NSW) Pty Ltd
- Pulse Staffing Australia Pty Ltd
- Randstad Pty Ltd
- Recruitment Edge
- RNTT Pty Ltd t/a Excel Recruitment
- Rubicor Workforce Pty Ltd

The Evaluation Panel comprised of:

Jennifer Revell – Procurement & Contracts Manager, SSROC (chair)

Marea Getsios – Procurement Coordinator, Georges River Council

Tanya Ryvchin – Procurement Coordinator, Waverley Council

Donna Harrison – People & Organisational Culture Business Partner, Bayside Council.

2. T2017—04 Supply and Delivery of Plants and Trees:

There were five (5) submissions received. The Preferred Supplier Master Agreement has shortlisted and signed by three (3) suppliers:

- Alpine Nurseries Sales Pty Ltd
- Andreasens Green (NSW) Pty Ltd
- Greening Australia NSW Ltd

The Evaluation Panel comprised of:

Frank Tambosis – Procurement & Contracts Manager, SSROC (Temporary)

Gwylim Griffiths – Urban Forest Manager, Inner West Council

Roland Sinn – Procurement Specialist, Bayside Council.

SSROC evaluation panel tender recommendation reports for T2017-03 Temporary Staff and T2017-04 Supply and Delivery of Plants and Trees are attached.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: G4 Coordinated, efficient and effective services are delivered through the most appropriate agencies and partnerships.

Strategy: G4b Provide a range of efficient and effective corporate support services.

Deliverable: Efficient and effective corporate procurement services.

6. Financial impact statement/Timeframe/Consultation

It is an advantage to utilise SSROC panel contracts for a better services value, and time saving in the supplier selection process.

7. Conclusion

SSROC negotiates better value for money on behalf of its member councils, and it is advantageous for Waverley Council to use suppliers under SSROC contracts where applicable.

8. Attachments:

1. T2017-03 Temporary Staff Recommendation Report (confidential)
2. SSROC T2017-04 Plants and Trees Recommendation Report (confidential)

REPORT

CM/7.17/17.12



Subject: Tender Evaluation - Eastgate Carpark Lift Upgrade

TRIM No.: A17/0204

Author: Richa Bohara, Senior Project Officer

Director: Rachel Jenkin, Acting Director, Waverley Life

RECOMMENDATION:

That Council:

1. Treats the Tender Evaluation Matrix attached to this report as confidential under section 10A(2) of the *Local Government Act 1993* as it contains information that would, if disclosed, confer a commercial advantage on a person with whom the council is conducting (or proposes to conduct) business.
2. Under clause 178(1)(a) of the *Local Government (General) Regulation 2005*, accepts OTIS Elevator Company as the preferred tenderer for Eastgate Carpark Lift Upgrade works for the sum of \$[TO BE INSERTED BY COUNCIL AT THE MEETING].
3. Authorises the General Manager, or delegated representative, to enter into contract on behalf of Council with OTIS Elevator Company.
4. Notifies unsuccessful tenderers of the decision in accordance with clause 179 of the *Local Government (General) Regulation 2005*.

1. Executive Summary

The purpose of this report is to seek Council's approval for the appointment OTIS Elevator Company for the Eastgate Carpark Lift Upgrade project as recommended by the Tender Evaluation Committee (TEC).

2. Introduction/Background

The lift is located at Eastgate Carpark, corner of Ebley and Newland Street. The lift was installed and commissioned by Boral Elevators Pty Ltd in approximately 1982. Boral Elevators no longer exists. The lift has been maintained by Electra Lifts under the terms and conditions of a Comprehensive Maintenance Contract until late last year when the lift was shut down due to communication machine failure.

The proposed work will completely replace the existing lift so that obsolescence will no longer be an issue, the lift will be safe, reliable and complaint. The lift will also provide an acceptable level of service for many years to come that will address the Council's duty of care and also improve appeal for the building overall.

3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Nil	Nil	Nil

4. Discussion

Invitation to tender

A Tender Evaluation Panel was established to evaluate the tenders. The Panel consisted of:

1. Tobias Kuchta – Facilities Coordinator
2. Greg Carter – Customer Service Supervisor - Carparks
3. John Thompson - Lift Consultant
4. Richa Bohara – Project Manager

An RFT Evaluation & Probity Plan was developed and approved by the Evaluation Panel on 4 December 2017.

Tenders for the Eastgate Carpark Lift Upgrade works were called on 6 November 2017.

Tenders closed on 1 December 2017.

The Evaluation Panel used the RFT Evaluation & Probity Plan to determine which tender offered the best value for money in the provision of the Eastgate Carpark Lift Upgrade to Council.

Tenders Received

The following tenders were received:

Liftronic Pty Ltd
Electra Lift Co Pty Ltd
OTIS Elevator Company

Late Tenders

Nil.

Non-conforming Tenders

Nil.

Alternative Tenders

Nil.

CONFORMING TENDERS EVALUATED
Liftronic Pty Ltd
Electra Lift Co Pty Ltd
OTIS Elevator Company

Tender Evaluation

Conforming tenders were evaluated in accordance with Council's Purchasing Procedures and RFT Evaluation & Probity Plan, the *Tendering Guidelines for NSW Local Government 2009* issued by the Office of Local Government, and the provisions of the *Local Government Act 1993* and *Local Government (General) Regulation 2005*.

The Evaluation Panel agreed on the following weightings to be used against the advertised selection criteria:

Advertised Evaluation Criteria	Weighting
Demonstrated Capability and Capacity	15%
Program	15%
Project Understanding and Methodology	15%
Key Personnel, qualifications, skills and experience	15%
Price	40%
Total	100%

Tenders were given a score on each of the evaluation criteria, resulting in a total score out of 100. Tenders were ranked in accordance with their scores. Final scores and rankings are shown in the confidential Tender Evaluation Matrix attached to this report.

Evaluation Panel's Recommendation

Following a rigorous evaluation of the tenders the Evaluation Panel recommends that the services/product offered by OTIS Elevator Company provides the best value to Council. OTIS Elevator Company provided the best value to Council based on the non-price and price criteria assessment.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: G6 Waverley's assets are well maintained for their current purpose and for future generations.
 Strategy: G6b Implement adopted Asset Management Plans.
 Deliverable: A program of capital works developed and implemented.

6. Financial impact statement/Timeframe/Consultation

Financial impact statement

The budget for Eastgate Carpark Lift Upgrade works is from cost code C0134 – Bondi Junction Carparks Upgrade.

The preferred tenderer's price is included in the confidential Tender Evaluation Matrix attached to this report.

The total anticipated funding required for Eastgate Carpark Lift Upgrade works is \$220,000

The total budget allocation for the Bondi Junction Carparks Upgrade works is currently \$597,870

There are sufficient funds to cover the price tendered by the recommended tenderer.

Timeframe

The project will commence on site in June 2018 for a duration of 12 weeks. This is because the lead time for the lift is over 24 weeks.

Consultation

Consultation has taken place with internal stakeholders.

Once the Tender is approved, Council will notify the business owners at Eastgate (including ISPT) of the upcoming works.

7. Conclusion

The Tender Evaluation Panel recommends Council enter into contract with OTIS Elevator Company for Eastgate Carpark Lift Upgrade works.

8. Attachments:

1. Eastgate Carpark Lift Upgrade - Signed Tender Evaluation (confidential)

REPORT CM/7.18/17.12



Subject: Tender Evaluation - Waverley Park Water Harvesting Scheme Upgrade

TRIM No.: A17/0525

Author: Corey Fox, Water Projects Coordinator

Director: Peter Monks, Director Waverley Futures

RECOMMENDATION:

That Council:

1. Declines to accept any of the tenders for the Waverley Park Water Harvesting Scheme Upgrade, in accordance with clause 178 (1)(b) of the *Local Government (General) Regulation 2005*.
2. Invites fresh tenders for Waverley Park Water Harvesting Scheme Upgrade, in accordance with clauses 178(3)(b) and 167 of the *Local Government (General) Regulation 2005*.
3. Notifies unsuccessful tenderers of the decision in accordance with clause 179 of the *Local Government (General) Regulation 2005*.

1. Executive Summary

The purpose of this report is to seek Council's approval to decline all tenders for the Waverley Park Water Harvesting Scheme Upgrade and invite fresh tenders for the project as recommended by the Tender Evaluation Committee (TEC).

The objective of the project is to reduce potable water use at Waverley Park and Margaret Whitlam Recreation Centre. Waverley Park Water Harvesting Scheme Upgrade Project includes:

- Construction of a new 200 kilolitre storage tank in Waverley Park.
- Construction of a new pump pit and pipe network.
- Integration of new pumps and controls with existing systems and controls.
- Modification of the existing rainwater tank located in and the installation of new pumps and controls.

2. Introduction/Background

The Waverley Park Waverley Park Water Harvesting Scheme Upgrade project is specifically aligned with Council's Environmental Action Plan 3 (EAP3) sustainable water target:

- 50% reduction in Council's mains water consumption by 2020 based on 2005/06 levels.

Strategy E4 of Waverley Together 3 requires that water is used carefully and sparingly in Waverley's buildings, gardens, businesses and Council operations. This project supports this strategy as Waverley Park

uses high volumes of potable water for irrigation of the oval and at the Margaret Whitlam Recreation Centre for toilet flushing and garden irrigation.

The project will deliver potable water savings at Waverley Park through the augmentation of existing recycled water systems at the site.

A comprehensive 2015 feasibility study conducted by independent consultants, Storm Consulting, concluded that the proposed alternative water optimisation works for Waverley Park are feasible. The upgraded systems will provide a combined total of 5.3 mega litres (ML) of recycled water (4.9 ML of groundwater seepage and 0.4 ML of rainwater) for use for irrigation and toilet flushing at Waverley Park and the Margaret Whitlam Recreation Centre.

Waverley Park Water Harvesting Scheme Upgrade Project includes:

- Construction of a new 200 kilolitre storage tank in Waverley Park.
- Construction of a new pump pit and pipe network.
- Integration of new pumps and controls with existing systems and controls.
- Modification of the existing rainwater tank located in Margaret Whitlam Recreation Centre and the installation of new pumps and controls.

3. Relevant Council Resolutions

Council or Panel Meeting and Date	Minute No.	Decision
NIL	NIL	NIL

4. Discussion

Invitation to tender

Tenders were called and evaluated in accordance with Council's Purchasing Policy, Procedures and the Tender Evaluation Plan. Compliance with the provisions of the Local Government Act 1993 and Local Government (General) Regulation 2005 were also strictly adhered to.

The tender evaluation criteria were developed and approved by the TEC prior to the tender being issued. The roles and responsibilities of the TEC members and Council are outlined in the RFT Evaluation & Probity Plan and signed conflict of interest declarations.

A Tender Evaluation Committee was established to evaluate the tenders. The Committee consisted of:

- Corey Fox Coordinator Sustainable Water, Sustainable Waverley
- Matthew McGovern Manager Public Spaces, Clean and Attractive
- David Knights Environmental Engineer, Knights and McAuley

A detailed RFT Evaluation & Probity Plan was approved by the Evaluation Panel on 15 November 2017, prior to opening the tender box.

Tenders for Waverley Park Water Harvesting Scheme Upgrade were called on 25 October 2017. Advertisements for the Tender were placed in the Sydney Morning Herald and Wentworth Courier on 25 October 2017.

Tenders closed at 10am on 15 November 2017.

The Evaluation Committee used the RFT Evaluation & Probity Plan to evaluate tenders received for the provision of Water Harvesting Scheme Upgrade to Council.

Tenders Received

The following tenders were received:

- Civil Constructions Pty Ltd
- Neverstop Water Harvesting P/L

Conforming Tenders

All tenders met the compliance requirements.

Tender Evaluation

The two tenders received met mandatory requirements, but on initial review of the submissions, the TEC decided that both submissions had not provided sufficient information to evaluate the tenders against advertised evaluation criteria.

Both submissions did not satisfactorily demonstrate how they could meet the requirements of the technical specification as detailed in tender documentation.

Based on information provided by both tenders, it was not possible to evaluate if they were capable of meeting the technical specifications and delivering the requested services as stipulated in tender documents.

In addition, a detailed review of the returnable schedule of rates identified calculation anomalies in the tender submitted by Neverstop Water Harvesting.

The TEC decided to discuss the issues identified with Council's Manager Procurement, Fleet & Stores. Council's Manager Procurement, Fleet & Stores recommended to decline both tenders given the issues identified in the initial stages of the evaluation process. The TEC accepted the recommendation provided by Council's Manager Procurement, Fleet & Stores and discontinued the evaluation process.

Evaluation Panel's Recommendation

Following the evaluation of the tenders for the Waverley Park Water Harvesting Scheme Upgrade the Evaluation Committee recommends that Council declines to accept any of the tenders submitted for the Waverley Park Water Harvesting Scheme Upgrade and invites fresh tenders for the project.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

- | | |
|--------------|---|
| Direction: | E4 Water is used carefully and sparingly in Waverley's buildings, gardens, businesses and Council operations. |
| Strategy: | E4c Investigate and implement recycled water technologies.. |
| Deliverable: | Water harvesting and reuse opportunities at sites with reliable harvesting potential (i.e., base flow or groundwater) and high demand for reuse water identified and projects designed and undertaken to harvest and reuse water. |

6. Consultation

Finance Waverley - Manager Procurement, Fleet & Stores

7. Conclusion

The Tender Evaluation Committee recommends Council declines to accept any of the tenders for the Waverley Park Water Harvesting Scheme Upgrade and invites fresh tenders for Waverley Park Water Harvesting Scheme Upgrade.

8. Attachments:

Nil

**REPORT
CM/7.19/17.12**

Subject: Model Code of Conduct - Submission on Draft Code

TRIM No.: A03/0385-02

Author: Jane Worthy, Internal Ombudsman

Director: Cathy Henderson, Acting General Manager

RECOMMENDATION:

That Council:

1. Endorses the submission on the Draft Model Code of Conduct for Local Councils in NSW and associated Draft Procedures for the Administration of the Model Code of Conduct for Local Councils in NSW attached to this report.
2. Forwards the submission to the Office of Local Government.

1. Executive Summary

In October this year, the Office of Local Government (OLG) released a draft Model Code of Conduct for Local Councils in NSW and associated draft Procedures for the Administration of the Model Code of Conduct for Local Councils in NSW for consultation.

The closing date for submissions is 4 December 2017. However, Council has been granted an extension to 13 December to allow a draft submission to be considered by Council at this meeting.

Officers have prepared a draft submission which is attached to this report. The draft submission was presented at a councillor workshop and no suggested amendments were received.

This report recommends that Council endorses the draft submission and that it be forwarded to the OLG.

2. Introduction/Background

Section 440 of the *Local Government Act* 1993 (the Act) requires all Council's to adopt a Code of Conduct that incorporates the provisions of the Model Code of Conduct prepared by the OLG. Within 12 months of each election Council must review its Code.

The last Model Code of Conduct (and associated Procedures) were released by the OLG was in 2012 and Council's current Code of Conduct is based on that with some amendments. In October this year the OLG released a new draft Model Code of Conduct and associated Procedures for exhibition. Once adopted by OLG Council will be required to adopt a new Code of Conduct and associated Procedures by September 2018.

The purpose of this report is to consider the draft submission prepared by staff on the Model Code and associated Procedures with a view to endorsing and forwarding to the OLG.

Governance staff have also participated in the preparation of the South Sydney Regional Organisation of Council's (SSROC) submission and the attached submission incorporates much of the SSROC submission. In general, the participating Council's shared similar concerns about the draft Model Code.

3. Relevant Council Resolutions

Nil.

4. Discussion

The attached draft submission includes some general comments (paragraphs 1-7) about:

- Structure, drafting and editing – overall the draft Code is overly lengthy and poorly structured making it difficult to use.
- Additional disclosure requirements for Councillors which appear to be contrary to the directions of the Information and Privacy Commissioner as well as difficult to administer.
- The need for greater clarity about what constitutes a 'Code of Conduct' complaint and when the procedures apply.
- The need for greater clarity about the role of Internal Ombudsman in the process.

There are also some more specific comments (paragraphs 8-16) related mainly to definitions and references to other legislation.

Hopefully, OLG will consider making the necessary amendments to ensure the new Model Code is user friendly, obligations are clear and complaints simple to administer.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: G1 Inspiring community leadership is achieved through decision making processes that are open, transparent, corruption resistant and based on sound integrated planning..

Strategy: G1b Promote and embed good governance and corruption prevention practices in operational activities.

Deliverable: Regular ethics and Code of Conduct training provided for Councillors and staff.

6. Financial impact statement/Timeframe/Consultation

Financial

There is no financial impact as a result of this report.

Timeframe

If adopted at this meeting, Council's submission will be lodged with the OLG within the agreed extended deadline of 13 December 2017.

Once the Model Code is adopted, Council will be in a position to review its Code of Conduct and associated Procedures.

Consultation

The draft submission was presented at a Councillor workshop on 5 December 2017. No suggested amendments were received.

7. Conclusion

Officers have prepared a draft submission on the draft Model Code of Conduct for Local Councils in NSW and associated draft Procedures for the Administration of the Model Code of Conduct for Local Councils in NSW for consultation.

The draft submission was presented at a councillor workshop and no suggested amendments were received.

This report recommends that Council endorses the draft submission and that it be forwarded to the OLG.

8. Attachments:

1. Model Code of Conduct - Submission on draft Model



Waverley Council
PO Box 9, Bondi Junction NSW 1355
DX 12006, Bondi Junction
Customer Service Centre
55 Spring Street, Bondi Junction NSW 2022
ABN: 12 502 583 608

Our ref: A03/0385-02

xx December 2017

Attention: Council Governance Team
Office of Local Government
Locked Bag 3015
NOWRA NSW 2541

BY E-MAIL: olg@olg.nsw.gov.au

Dear Sir/Madam,

Code of Conduct Consultation

Thank you for the opportunity to comment on the draft Model Code of Conduct ('Draft Code') and the Draft Procedures for the Administration of the Model Code of Conduct ('Draft Procedures'), which are currently on exhibition.

We note that the closing date for submissions was 4 December, and that Council was granted an extension until 15 December to allow Council to consider the matter.

General comments

1. It is evident the Draft Code is intended to provide further guidance to Councillors about their obligations which is welcome. However, in doing so the document has become overly lengthy and difficult to use. It also has the effect of downplaying the obligations of staff.

The layout of the Draft Code will create difficulty for Councillors and staff who are trying to understand their obligations and for those trying to administer the code. The document would be more user-friendly if the sections of the Code that apply to both staff and Councillors are grouped at the front of the document and those specifically related to Councillors only were relocated to the back of the document or at least to the back of each section. This appears to have been done in the Draft Procedures.

The sections on Conflicts of Interest are particularly confusing, and the sections could be improved with an introduction section that explains the different types of conflicts upfront and makes a statement that you must declare any real or potential conflict. For example, Part 4 spends the first two pages saying what interests do not have to be disclosed before it mentions what does have to be disclosed. Useability could be improved by moving some of the detail to an appendix or schedule.

Overall, the document feels like it needs a good edit.

Contact us
Phone: 9369 8000 Fax: 9387 1820
Email: info@waverley.nsw.gov.au
Web: www.waverley.nsw.gov.au

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twitter.com/waverleycouncil
www.youtube.com/user/WavCouncil

2. Council welcomes the changes in the Draft Procedures (clause 7.42) that limit the level of detail provided to complainants of an investigator's final report. The previous requirement to provide complainants the full final report has created problems in the past where complainants who are not subject to the Code—and therefore not bound by its confidentiality requirements—have been provided with the full report prior to Council having the benefit of considering the report, its recommendations and making a determination about any sanctions.

The additional clauses added to Part 12 (Confidentiality), which are intended to discourage complainants who are not subject to the code from publicly disclosing information about a code of conduct complaint, are also welcome.

Council is committed to transparency and open government. However, the public disclosure of code of conduct information prior to Council having the opportunity to discuss the matter confidentially is contrary to the *Local Government Act* and the Draft Code and undermines the effectiveness of conduct investigations.

3. The requirement in clause 4.27 to make disclosure of interest returns of Councillors and the General Manager available on Council's website as soon as practicable after returns are lodged is problematic, and Council questions the legality of this requirement. These returns are already 'open access' documents under the *Government Information (Public Access) Act*. In addition, this creates a significant administrative burden requiring the redaction of information relating to principal places of residence prior to publication. At the very least, the prescribed form shown at Schedule 2 needs to be modified so that Section A includes a space for the General Manager and Councillors to state their principal place of residence separate from other property interests so this can be easily redacted.
4. Clarity around what actually constitutes a 'code of conduct complaint' would be very useful for Councils, particularly as they relate to staff. Given the definitions of 'conduct' within the Draft Code are very broad, most, if not all, inappropriate behaviour is covered by the code. Is it expected that all such behaviour is to be considered as a potential breach of the Draft Code and therefore should be addressed under the procedures?
5. Consideration needs to be given to clarifying the role of an 'Internal Ombudsman' in Part 6 of the model procedures. For example, where Council has suitably qualified internal resources, is it mandatory to refer all complaints about Councillors or the General Manager to an external conduct reviewer, even for preliminary assessment?
6. Part 6 (Personal Benefit) requires general review and editing, including:
 - The term 'gift or benefit of value' should be reviewed as even token gifts have value. There is general inconsistency of language in this section, e.g. 'token gifts and benefits' and 'gift or benefit of value.'
 - A reconsideration as to whether there should be a 'zero tolerance' to gifts of any value

- Clause 6.3(f) be reviewed to be more specific, as 'customer-supplier relationship' is open to interpretation and Council officials could claim that they were not aware of the relationship.
 - Token gifts and benefits should make some provision for the acceptance of cultural gifts (e.g. overseas delegations) and corporate gifts (e.g. gifts given to the organisation, such as framed memorabilia).
 - Clause 6.6 (a) should be reviewed and be consistent with the limits specified in the Disclosure of Interests in written returns
 - The addition of the words 'of any value' should be added to clause 6.4, if this is what is intended
 - Reconsideration of the exemption of 'free or subsidised meals, beverages or refreshments' from the definition of 'token gifts and benefits—clause 6.6(b)(i)—as this could well exceed \$50 in value
 - Moving clauses 6.7–6.9 to the front of the section to help provide context.
7. Part 8 (Access to Information and Council Resources) requires review, including:
- Clause 8.6: Councillors generally declare any conflicts of interest at a meeting and not when the interest first arises. The application of this clause—which prohibits access to any Council information on a matter in which a Councillor has an interest—would be difficult as Councillors may be provided information on a matter prior to a meeting and prior to them declaring a conflict of interest.
 - The term 'confidential forum' in clause 8.11(g) needs to be defined. Does it include Councillor briefings?
 - The words 'sound recording' in clause 8.21 should be replaced with 'electronic recording'.
 - Clauses 8.22 and 8.23 should refer to the requirements under the *State Records Act*.

Specific comments

8. The definitions of 'committee' and 'council committee' require review. Currently, 'committee' = 'council committee', which does not make sense. Clarity is also required as to what is meant by a 'wholly advisory committee'. Does this mean a committee without delegations?
9. It might be useful to clearly state that the Draft Code does not cover volunteers.
10. The definition of 'personal information' should refer directly to the *Privacy and Personal Information Protection Act*.

11. Clause 3.5 seems only to relate to clauses 3.3 or 3.4. Does this mean the 'good faith' provision is restricted to the 'fairness and equity requirements' of the Draft Code?
12. Clauses 3.6 and 3.7 should refer directly to established laws and definitions and not create new ones. Clause 3.7 seems to read that all three situations are required before reaching the 'harassment' threshold. Is this intentional?
13. Clause 3.8 should be broadened to include bullying against 'another person' regardless of who that person is. Currently, it is restricted to bullying against another Council official.
14. If Clause 3.15 is to remain, the Draft Code or some other document needs to provide some clarity on what is a 'communication' under this clause. Councillors may receive hundreds of emails from constituents on planning applications. Does this clause require all incoming emails to be disclosed or is it intended that only communications created by a Councillor need to be disclosed? The Draft Code should take into consideration that Councillors may receive communications about planning applications where Council is not the consent authority. In these circumstances, do these communications need to be disclosed? Do Councillors need to disclose meetings with consultants, or only applicants and objectors? The clause does not specify how these disclosures are to be recorded at a meeting and whether they are included in the minutes or some other register. The OLG should also produce a standard form for these disclosures. Council believes this clause needs reconsideration.
15. Clauses 3.21–3.24 relating to 'Obligations in relation to meetings' crosses over into Code of Meeting Practice territory, so should be replaced with one simple requirement: 'You must comply with Council's Code of Meeting Practice.'
16. Clause 4.28 is contrary to Schedule 1 of the *Government Information (Public Access) Regulation*, which states that 'returns of the interests of councillors, designated persons and delegate' are classified as open access information.

Yours sincerely,

Cathy Henderson
Acting General Manager

REPORT
CM/7.20/17.12**Subject:** Annual Returns Disclosing Interests of New Councillors**TRIM No.:** A17/0427**Author:** Jane Worthy, Internal Ombudsman**Director:** Cathy Henderson, Acting General Manager

RECOMMENDATION:

That Council receives and notes the returns by new Councillors disclosing interests.

1. Executive Summary

This report informs Council of the lodgement of returns disclosing the interests of new Councillors, and tables the returns received as required under section 450A of the *Local Government Act 1993*.

2. Introduction/Background

Section 449(1) of the *Local Government Act 1993* (the Act) requires new Councillors to lodge a return disclosing interests with the General Manager within three months after becoming a Councillor. Following the election on 9 September 2017, this date is 8 December 2017.

The form of return is specified by the regulations. Section 450A of the Act requires the General Manager to keep a register of returns, and to table the returns at the first Council meeting after the last day for lodgment of returns.

3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Council Meeting October 2017	CM/7.13/17.10	That Council receives and notes the returns by Councillors and Designated Persons disclosing interests.

4. Discussion

All completed returns are required to be tabled at the next available Council meeting following their completion, which in this case is the 12 December 2017 meeting.

All new Councillors submitted their returns within time.

Annual returns are classified as 'open access information' under the *Government Information (Public Access) Act 2009* ('GIPA Act'), and must be made publicly available for inspection free of charge. The Information and Privacy Commission has advised that the returns should not be placed on Council's website.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: G1 Inspiring community leadership is achieved through decision making processes that are open, transparent, corruption resistant and based on sound integrated planning..

Strategy: G1b Promote and embed good governance and corruption prevention practices in operational activities.

Deliverable: Internal audit function supported.

6. Financial impact statement/Timeframe/Consultation**Financial**

Nil.

Consultation

Returns forms were circulated to all new Councillors on 5 October 2017, setting out the requirement to complete and return the forms before 8 December 2017. No other consultation was undertaken in relation to this activity.

Timeframe

The Act requires new Councillors to lodge their return within three months of becoming a Councillor, and for returns to be tabled at the first Council meeting after lodgment. Council is in line with this timeframe.

7. Conclusion

The annual returns of all new Councillors have been submitted correctly and within time.

8. Attachments:

Nil

**REPORT
CM/7.21/17.12**

Subject: Annual Code of Conduct Complaints Reporting

TRIM No.: A03/0385-02

Author: Jane Worthy, Internal Ombudsman

Director: Cathy Henderson, Acting General Manager

RECOMMENDATION:

That Council receives and notes the attached annual report on Code of Conduct complaints about Councillors and the General Manager for 2016–2017.

1. Executive Summary

This report addresses the requirement of Council's complaints co-ordinator to report annually to Council on Code of Conduct matters.

2. Introduction/Background

Clause 12.1 of the Code of Conduct Procedure for Councillors and the General Manager requires the complaints coordinator to report to Council on Code of Conduct complaints made about Councillors and the General Manager. This has to be done within three months of the end of September of each year. The report also has to be provided to the Office of Local Government (OLG) within the same time (clause 12.2).

3. Relevant Council Resolutions

Nil.

4. Discussion

The annual report provided to the OLG for the period 1 September 2016 to 31 August 2017 is attached.

Within the reporting period, eight complaints were received. All were finalised in the period. Five complaints from the previous reporting period were also finalised.

The majority of complaints were finalised at the outset by alternative means under clause 5.14.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: G1 Inspiring community leadership is achieved through decision making processes that are open, transparent, corruption resistant and based on sound integrated planning..
Strategy: G1b Promote and embed good governance and corruption prevention practices in operational activities.
Deliverable: Regular ethics and Code of Conduct training provided for Councillors and staff.

6. Financial impact statement/Timeframe/Consultation

The cost of dealing with Code of Conduct complaints about Councillors and the General Manager in the reporting period was \$59,173. This figure only represents invoices received from external conduct reviewers. It does not include staff costs. While staff costs should be included, it is not possible to give an accurate figure.

The attached report will be submitted to OLG following this meeting.

7. Conclusion

This report satisfies the complaints co-coordinator's obligation to report to Council on Code of Conduct matters.

8. Attachments:

1. Annual Code of Conduct Complaints Reporting - 1 September 2016–31 August 2017 - Data collection form

Office of Local Government

Model Code of Conduct Complaints Statistics

Reporting Period: 1 September 2016 - 31 August 2017.

Date Due: **31 December 2017**

To assist with the compilation of the Time Series Data Publication it would be appreciated if councils could return this survey by 30 November 2017.

Survey return email address: codeofconduct@olg.nsw.gov.au

Council Name:	Waverley Council
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Contact Name:	Jane Worthy
Contact Phone:	(02) 9083 8129
Contact Position:	Internal Ombudsman
Contact Email:	jane.worthy@waverley.nsw.gov.au

All responses to be numeric.

Where there is a zero value, please enter 0.

Enquiries: Performance Team
Office of Local Government
Phone: (02) 4428 4100
Enquiry email: olg@olg.nsw.gov.au

Model Code of Conduct Complaints Statistics Waverley Council

Number of Complaints

1	a	The total number of complaints received in the period about councillors and the General Manager (GM) under the code of conduct	8
	b	The total number of complaints finalised in the period about councillors and the GM under the code of conduct	13

Overview of Complaints and Cost

2	a	The number of complaints finalised at the outset by alternative means by the GM or Mayor	8
	b	The number of complaints referred to the Office of Local Government under a special complaints management arrangement	0
	c	The number of code of conduct complaints referred to a conduct reviewer	0
	d	The number of code of conduct complaints finalised at preliminary assessment by conduct reviewer	3
	e	The number of code of conduct complaints referred back to GM or Mayor for resolution after preliminary assessment by conduct reviewer	0
	f	The number of finalised code of conduct complaints investigated by a conduct reviewer	2
	g	The number of finalised code of conduct complaints investigated by a conduct review committee	0
	h	The number of finalised complaints investigated where there was found to be no breach	1
	i	The number of finalised complaints investigated where there was found to be a breach	1
	j	The number of complaints referred by the GM or Mayor to another agency or body such as the ICAC, the NSW Ombudsman, the Office or the Police	0
	k	The number of complaints being investigated that are not yet finalised	0
	l	The total cost of dealing with code of conduct complaints within the period made about councillors and the GM including staff costs	59,173

Preliminary Assessment Statistics

- 3 The number of complaints determined by the conduct reviewer at the preliminary assessment stage by each of the following actions:
- a To take no action 3
 - b To resolve the complaint by alternative and appropriate strategies 0
 - c To refer the matter back to the GM or the Mayor, for resolution by alternative and appropriate strategies 0
 - d To refer the matter to another agency or body such as the ICAC, the NSW Ombudsman, the Office or the Police 0
 - e To investigate the matter 0
 - f To recommend that the complaints coordinator convene a conduct review committee to investigate the matter 0

Investigation Statistics

- 4 The number of investigated complaints resulting in a determination that there was **no breach**, in which the following recommendations were made:
- a That the council revise its policies or procedures 0
 - b That a person or persons undertake training or other education 0
- 5 The number of investigated complaints resulting in a determination that there **was a breach** in which the following recommendations were made:
- a That the council revise any of its policies or procedures 1
 - b That the subject person undertake any training or other education relevant to the conduct giving rise to the breach 1
 - c That the subject person be counselled for their conduct 0
 - d That the subject person apologise to any person or organisation affected by the breach 1
 - e That findings of inappropriate conduct be made public 1
 - f In the case of a breach by the GM, that action be taken under the GM's contract for the breach 0
 - g In the case of a breach by a councillor, that the councillor be formally censured for the breach under section 440G of the Local Government Act 1993 0
 - h In the case of a breach by a councillor, that the matter be referred to the Office for further action 0

6	Matter referred or resolved after commencement of an investigation under clause 8.20 of the Procedures	0
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Categories of misconduct

7 The number of investigated complaints resulting in a determination that there was a breach with respect to each of the following categories of conduct:

a General conduct (Part 3)

1

b Conflict of interest (Part 4)

0

c Personal benefit (Part 5)

0

d Relationship between council officials (Part 6)

0

e Access to information and resources (Part 7)

0

Outcome of determinations

8 The number of investigated complaints resulting in a determination that there was a breach in which the council failed to adopt the conduct reviewers recommendation

1

9 The number of investigated complaints resulting in a determination that there was a breach in which the council's decision was overturned following a review by the Office

0

REPORT
CM/7.22/17.12

Subject: Trade Debtors Debt Write Off

TRIM No.: SF17/299

Author: Teena Su, Executive Manager, Financial Waverley

Director: Cathy Henderson, Acting General Manager

RECOMMENDATION:

That Council approves the write-off of bad trade debts amounting to \$46,388.77 as irrecoverable pursuant to the provision of Clause 213 (3) of the Local Government (General) regulation 2005.

1. Executive Summary

The following debts are deemed irrecoverable:

- a) Business in liquidation- \$36,794.48
- b) Business no longer with Council- \$593.15
- c) Debt older than 10 years- \$9,001.14

Despite all the efforts, these outstanding amounts have proven irrecoverable. The relevant responsible Executive Manager, Clean and Attractive, and Executive Manager, Safe Waverley recommend that they be written off.

2. Introduction/Background

Under Clause 213 (2) of the Local Government (General) Regulation 2005 a council must from time to time, by resolution, fix an amount above which debts may be written off only by resolution of the council.

Clause 213 (3) of the Local Government (General) Regulation 2005, makes provision for a delegation where debts below an amount fixed by the Council may be written off. The delegation by this Council is to the General Manager who has authority to approve writing off individual debts of less than \$2,500. (Resolution 18 July 2017)

3. Relevant Council Resolutions

No previous minutes for this matter.

4. Discussion

Table 1 below, provides the details of nine (9) debtors that are in liquidation. In these cases, the Council is an unsecured creditor. The debtors involved are in liquidation and there are no funds available to meet the debts. Consequently, the two responsible Executive Managers recommend that the debts be written off as irrecoverable.

Table 1: Business in liquidation						
Business name	Address	Owner	Total Debts	Trade Waste debt	Footpath Seating debt	Liquidation Notice received
The Dandylion Bondi Pty Ltd	277 Bondi Road, Bondi	Guido Polacchini/ Varilia	\$1,358.38	\$565.93	\$792.45	23-08-17
GTK Bondi Pty Ltd as Niko's Restaurant	Shop 4, 164 Campbell Parade, Bondi Beach	Linda (Oya) Budak	\$14,505.69	\$3,286.25	\$11,219.44	25-05-17
The Hill Hospitality Group Pty Ltd as The Hill Eatery	Shop 5, 39-53 Campbell Parade, Bondi Beach	Michael Benson	\$5,092.38	\$1,294.80	\$3,797.58	20-01-17
Tre Pani Pty Ltd	218 Military Road, Dover Heights	Peter Brown – (Director)	\$917.54	529.89	\$387.25	17-10-17
G & Z (Aust) Pty Ltd as Café Bondi, Bondi Café Dumplings and Café Vaucluse	Shop 1 & 2, 14 O'Brien Street Bondi Beach	Kerry Gu (Director)	10,814.05	\$1,875.97	\$8,938.08	21-10-16
Saigon Lane Pty Ltd	Shop 5, 178 Campbell Parade, Bondi beach	Aki Kotzamic Halis (Director)	\$485.33	\$485.33		02-05-17
Panama House under the trustee company Pots & Pans Bondi Pty Ltd	251 Bondi Rd, Bondi	Anthony Kaplan – (Director)	\$631.40	\$631.40		Not received (Searched: Credit Watch Express- 20-11-17)
The Corner House	281 Bondi road, Bondi	Anthony Kaplan- (Director)	\$1,952.71	\$1,952.71		13-06-17
Patis Trading Co Pty Ltd as The Ex Lounge	471 Bronte Rd, Bronte	Marcel Bouchair	\$1,037.40	\$1,037.40		Not received (Searched: Credit Watch Express- 17-11-17)
	Total		\$36,794.88	\$11,659.68	\$25,134.80	

Table 2 below details three (3) Commercial Waste debtors with balances of less than \$500.00 that are no longer with Council. After taking reasonable action to recover the debts, the responsible Executive Manager, Clean and Attractive recommends that they be written off.

Table 2 – Business no longer with Council					
Account	Business Name	Service Address	Owner/Manager	Total Debt	Reason for abandonment
T.30001.0	Bondi Guitars	364 Oxford St Bondi Junction	Greg Sharp	\$436.15	Business closed down and Council has been unable to locate owner.
T.32323.0	Kelp Hairdressing	18 Campbell Parade Bondi Beach	Brendan	\$156.30	Despite all the efforts, unable to recover the outstanding balance, Legal Force advised not economically viable to commence legal proceedings.
T.18704.0	Fresh at Bondi	144-146 Curlewis St Bondi	Larry Ahe	\$0.70	Business closed down. It is not economically viable to take recoverable action.
		Total:		\$593.15	

Road & Footpath Restorations debt

Jemena/AGL – Jemena took over AGL in 2006/2007 financial year. Documentation from AGL was not passed onto Jemena about the outstanding restorations work invoices during the transition. After numerous attempts to clear it with Jemena, Council has been unable to recover \$9,001.14 which was invoiced under the name of AGL prior to the 2007 ownership change.

In Summary, \$46,388.37 is recommended to be written off as irrecoverable:

- Commercial (Trade) Waste - \$12,252.83
- Outdoor Footpath Seating - \$25,134.80
- Road & Footpath Restorations - \$9,001.14

Debt Written Off by General Manager

There is no debt write off by the General Manager for the period from July 2017 to November 2017.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

- Direction: G5 Waverley is financially sustainable with revenue and resources required to support implementation of the community's plans and to provide infrastructure performance and services our community needs.
- Strategy: G5a Promote and advocate the provision of financial reporting systems in an accurate, timely, transparent and honest manner to ensure sustainability of public assets and resources.
- Deliverable: Financial advice and coordination to ensure Council meets overall budget performance targets provided.

6. Financial impact statement/Timeframe/Consultation

Outstanding debts of \$46,388.77 are to be written off. A Bad Debts Provision for these amounts has been created in Council's financial records. As a result, this amount has no impact on the current budget.

This report has been prepared with input from:

Paul Sparks, Executive Manager, Clean and Attractive, and
Scott Field, Executive Manager, Safe Waverley.

7. Conclusion

The writing off of bad debts is only recommended after a thorough review by the relevant business area and after all reasonable efforts have been made to recover the debt.

All write offs are recommended by the responsible Department's Executive Managers and reviewed by Financial Waverley staff.

8. Attachments:

Nil

**NOTICE OF MOTION
CM/8.1/17.12****Subject:** Old South Head Road**TRIM No.:** A03/0042-04**Submitted by:** Councillor Lewis
Councillor Wakefield

MOTION:

That Council officers prepare a report examining potential for right-hand turn capacity improvement on Old South Head Road between Gildandra Road and Strickland Street travelling north-east and for a right-hand turn off Old South Head Road into Newcastle Street travelling south-west. The report should provide an action list for specific works programs for more detailed investigation and specific issues which may require consultation with the RMS and Woollahra Council.

Background

This matter was deferred to this meeting by Council at its meeting on 21 November 2017.

**NOTICE OF MOTION
CM/8.2/17.12**

Subject: Military Road

TRIM No.: A16/0524

Submitted by: Councillor Lewis
Councillor Wakefield

MOTION:

That Council officers prepare a reporting examining potential road widening works along Military Road, Kobada Road and Wallis Parade. Traffic pinch points will be a special focus of the report. The report to be presented to Council no later than April 2018.

Background

This matter was deferred to this meeting by Council at its meeting on 21 November 2017.

NOTICE OF MOTION CM/8.3/17.12



Subject: Remembrance Day

TRIM No.: A14/0251

Submitted by: Councillor Nemesh
Councillor Burrill

MOTION:

That Council:

1. Recognises that the year 2018 marks the 100th anniversary of Remembrance Day.
2. Notes that 416,809 Australian men enlisted to serve in World War One, with more than 60,000 killed and 156,000 wounded, and of those killed over 500 were from the Waverley municipality.
3. Acknowledges the special significance of Remembrance Day for all Australians, including the residents of Waverley.
4. Notes the enduring legacy of the RSLs in commemorating Remembrance Day each year and for providing support to ex-servicemen and women.
5. Officers investigate a special event to mark the 100th anniversary of Remembrance Day and provide a report for Council consideration by March 2018 which includes but is not limited to:
 - (a) Consultation with the Presidents and other senior officials of the local RSL clubs.
 - (b) Options for an alternative location, if not Waverley Park.
 - (c) Inviting dignitaries to attend including the Prime Minister, the Minister for Veterans Affairs, and the local members for Vaucluse and Coogee.
 - (d) Unveiling a memorial plaque.
 - (e) Event funding.

Background

This matter was deferred to this meeting by Council at its meeting on 21 November 2017.

Remembrance Day occurs on 11th November each year and marks the Armistice which ended the First World War. At the 11th hour on this day Australians observe a minute silence in memory of those who died or suffered in all wars and armed conflicts.

Commemorations are held across the nation. The centenary anniversary is particular significant because it marks this milestone.

NOTICE OF MOTION CM/8.4/17.12



Subject: Commemorative Tributes

TRIM No.: A02/0276

Submitted by: Councillor Goltsman
Councillor Burrill

MOTION:

That Council:

1. Investigates creative options for the installation in public places of commemorative tributes that recognise deceased local family members or those with a strong connection to Waverley that have passed away.
2. Reports back to Council no later than the March 2018 Council meeting with an outline of:
 - (a) Potential locations and types of commemorations that could be installed, whilst ensuring that they are placed discreetly and sensitively.
 - (b) Suggested criteria for the application and fee structures.
3. Consults with the Public Art Committee on the locations and built forms that might be appropriate in Waverley.

Background

This matter was deferred to this meeting by Council at its meeting on 21 November 2017.

Many Councils offer programs where commemorative plaques or other tributes are installed in public spaces for a fee. Local families are able to apply for a commemoration in recognition of a deceased family member who was a local resident, or had a strong connection to the area. Currently Waverley Council does not offer such a program.

Commemorations can be in many forms including plaques, engraved surfaces such as bricks/paving or integrated into the built form e.g. commemoration on a water fountain. The fees could be reflective of the cost of the item and provide Council with the opportunity to install additional seats, water fountains or other functional items for community benefit.

NOTICE OF MOTION CM/8.5/17.12



Subject: Live Audio Streaming of Council Meetings

TRIM No.: A17/0592

Submitted by: Councillor Goltsman
Councillor Kay

MOTION:

That Council:

1. Requests the General Manager to:
 - (a) Undertake a 12-month trial of live audio streaming of all formal Council meetings, including the Operations & Community Services and the Strategic Planning & Development Committees, such that the trial commences no later than the first meeting of Council in March 2018, with the view to making the process permanent in 2019.
 - (b) Ensure all live streams are archived permanently for direct public access from Council's web site.
 - (c) Widely publicise the trial with a permanent and prominent first page notice on Council's web site, letter box drops to all residents and businesses, social media and other appropriate media.
 - (d) Ensure that the recording equipment is able to record words of each speaker clearly so that they are audible to all listening to the broadcast.
2. Amends Council's Code of Meeting Practice to enable the live streaming of Council meetings.

Background

This matter was deferred to this meeting by Council at its meeting on 21 November 2017.

Waverley Council is lagging behind the world's leading councils on openness and transparency by not offering live audio streaming of Council meetings.

Broadcasting is entirely consistent with the long standing practice of many other NSW metropolitan and regional councils, as well as federal and state parliaments, which televise proceedings in order to make them accessible to all members of the public.

Furthermore, live streaming of Council meetings provides equity and allows those constituents who are unable to attend meetings in person to engage in the democratic process. This is particularly true for women and families, workers who cannot attend meetings at 7:00pm, residents with disability and access issues, residents with childcare obligations, those with transport challenges and business owners who are unable to attend a Council meeting at 7:00pm.

By enabling live streaming of Council meetings, the community is provided with greater access, transparency, accountability, openness and good governance to the conduct of Council meetings; in addition to accurately archived public record of discussions and resolutions made by Council.

It will also ensure that all councillors are equally subject to public scrutiny, which is a fundamental tenet of public office and democracy, and expose a large number of constituents and stakeholders to the proceedings of Council.

NOTICE OF MOTION CM/8.6/17.12



Subject: Code of Meeting Practice - Review

TRIM No.: A02/0649

Submitted by: Councillor Wy Kanak

MOTION:

That Council:

1. Reviews its Code of Meeting Practice to:
 - (a) Amend the Order of Business for Council to include Questions with Notice and bring Notices of Motion to the front of the paper before staff reports.
 - (b) Provide 'Open Forum' to allow members of the public to address Council on matters of public importance.
 - (c) Increase the time allowed for addresses to Council and Committees where there are two or more speakers on the same item to 12 minutes shared between the speakers, and to allow an additional one minute per speaker to allow Councillors to ask questions of the speaker.
 - (d) Incorporate recent Council decisions affecting the Code.
2. Receives a report in February 2018 with the new draft Code of Meeting Practice for consideration and adoption for public exhibition.

Background

This matter was deferred to this meeting by Council at its meeting on 21 November 2017.

Council has been delaying a review of Council's Code of Meeting Practice in anticipation of the release of the Office of Local Government's Model Code of meeting Practice. It now appears this is unlikely to be released even for public consultation before next year, so this motion is seeking to have our current Code reviewed and updated in the meantime.

The restoration of the Questions with Notice and increased opportunity for participation of members of the public will increase accountability and community engagement.

The new draft Code will be available for public consultation early in 2018.

NOTICE OF MOTION CM/8.7/17.12



Subject: Boot Factory - State Heritage Listing

TRIM No.: A17/0528

Submitted by: Councillor Masselos

MOTION:

That Council:

1. Initiates action to have the Boot Factory considered for State heritage listing.
2. Investigates funding avenues that heritage listing makes available for restoration/ refurbishment of old buildings of significance.

Background

This matter was deferred to this meeting by Council at its meeting on 21 November 2017.

NOTICE OF MOTION CM/8.8/17.12



Subject: Interim Shared Path on Oxford Street between York Road
& The Nelson Street Crossing

TRIM No.: A14/0193

Submitted by: Councillor Burrill
Councillor Goltsman

MOTION:

That Council Officers as a matter of urgency investigate and implement safety improvements to the footpath on the south side of Oxford Street, Bondi Junction, between York Road and the Nelson Street crossing including:

- (a) Formalising this length of footpath as a shared path with additional regulatory and informative signage, and pavement markings,
- (b) Adding an additional kerb ramp on the south west corner of Oxford Street and York Road so that there are two coloured and signposted kerb ramps, one for pedestrians and one for cycles,
- (c) Replacing the large bus shelter with a slim line shelter in consultation with State Transit and our bus shelter provider,
- (d) Implement a communication campaign about the changes with all users,
- (e) An education program is developed on using shared paths.

Background

There is considerable conflict between cyclists, pedestrians, bus patrons and buses within the footpath on the south side of Oxford Street, Bondi Junction between York Road and the Nelson Street crossing adjacent to the Waverley Bus Depot. The length of this footpath is approximately 110 metres and while the average width is 2 metres, the footpath narrows to 1.4 metres at the bus stop. Due to the bi-directional Centennial Park Cycleway being on the West side of the intersection of York Road and Oxford Street, cyclists, pedestrians and bus patrons share the footpath. Also, buses exiting the Depot use this section of Oxford Street and the current bus shelter obscures bus drivers sighting of footpath users. The construction of the Bondi Junction Cycleway along this section of Oxford Street is currently planned to be the last to be completed and therefore at least 3 years away. It is therefore essential that an interim solution be implemented for pedestrian and cyclist safety.

NOTICE OF MOTION CM/8.9/17.12



Subject: Preserving Waverley's Public and Residential Amenity and Open Space

TRIM No.: A03/0943

Submitted by: Councillor O'Neill
Councillor Masselos
Councillor Wakefield
Councillor Lewis

MOTION:

That Council:

1. Notes the State Government's failure to engage in meaningful community consultation and its unwillingness to commission and/or release the relevant strategic business cases.
2. Agrees to collaborate with neighbouring councils as well as State and Federal representatives to work together in order to effect an immediate moratorium on the progression of following proposals ("Proposals"):
 - (a) The rebuilding of the Allianz Stadium at Moore Park and encroachment and expansion into Moore Park open and green space on at an anticipated cost to taxpayers of \$705 million.
 - (b) The Alexandria to Moore Park road widening - The Roads and Maritime Services' (RMS) 'preliminary concept design' for the Alexandria to Moore Park Connectivity Upgrade includes the redesign of the Anzac Parade, Dacey Ave and Alison Road intersection. Estimated to cost \$500 million, the continuous flow intersection will be largest non-motorway intersection in NSW, bringing thousands of more cars into the area and likely resulting in more compulsory parkland acquisitions and the loss of a further 100 trees and greater traffic congestion into our municipality.
3. Calls for a moratorium on the Proposals to remain in place until, in consultation with the affected councils and the community, each of the above proposals are fully and adequately assessed for their impact on:
 - (a) Open public green space, trees and heritage.
 - (b) The implications on Driver Ave and Kippax Lake and the implications on our ANZAC memorial.
 - (c) Local traffic congestion and car parking facilities and flow on impact into our municipality and on the Waverley local community.

- (d) Public transport capacity.
 - (e) Community amenities, especially those located in the surrounding parklands of Moore Park and Centennial Park parklands.
 - (f) The long-term effect of further commercialisation of public land.
 - (g) Any other issues that may impact on the area's character, amenity and sustainability.
4. Calls on the NSW Upper House to hold an Inquiry into the Proposals, specifically focusing on the appropriateness of the NSW Department of Planning decision-making processes with regard to long-held community standards of transparency and accountability of the use of public monies.

Background

Moore Park and Centennial Park

- Moore Park and Centennial Park is the literal backyard for our residence and provides important open and green space to our residence and schools. Today Centennial and Moore Parks represents approximately 28 percent of the City's parklands, and as public parks their importance cannot be overstated. They are the green lungs of our city and our residence and schools look to the Centennial and Moore Park parklands for their leisure activities.
- Centennial and Moore Parks were part of parklands set aside by Governor Lachlan Macquarie in 1811 "for the benefit of present and succeeding inhabitants of Sydney." Today less than a third of the original bequest is open public land, and successive state governments have reduced recurrent funds for the parklands, putting unnecessary pressure on the Centennial Park and Moore Park Trust to generate income.
- No new large-scale parklands have been planned to accommodate the demand for recreational and sporting opportunities from the near neighbour high density developments at Green Square and along the Everleigh to Waterloo corridor. These developments will bring upwards of 60,000 new residents into the area over the next 10 to 20 years.
- The Centennial Park and Moore Park Trust is too often put in the position of resisting land grabs and other threats from government bodies and competing interests such as the powerful Sydney Cricket and Sports Ground (SCG) Trust, the Randwick Racecourse and the University of NSW (UNSW).
- Contribution from the state government to the Trust's recurrent budget is less than 5 percent of the parkland's total budget and ad hoc government grants for capital works are paltry at best. This has resulted in a commercialisation of our public assets.
- Amendments in 2012 to the Centennial Park and Moore Park Trust Act 1983 extended potential lease periods for the Moore Park Golf House and the E.S. Marks Athletic Field to 50 years. The changes also allow for a maximum lease term up to 99 years if the Minister approves. Effectively the extended lease periods, if implemented, could put precious park assets into private hands and possibly preclude opposition to potential changes in their use.

- The construction of South East Light Rail (SELR) along Anzac Parade and Alison Road resulted in the demolition of numerous majestic Moreton Bay fig trees in the Moore Park and Centennial Park area. A minute decision to move the Alison Road SELR route across the road from the Randwick Racecourse resulted in the further destruction of century-old huge Moreton Bay figs as well as the catastrophic loss of the identity and beauty of this local area.

Allianz Stadium

- \$705 million of public money will be spent at a time when the Eastern Suburbs is in desperate need of a new public high school and our local hospitals are chronically underfunded. St Vincent's Hospital recently reported an \$18 million shortfall in its budget and is now laying off staff.
- No strategic business case on the benefits of demolishing and rebuilding the Allianz Stadium has been released. Infrastructure NSW analysis confirmed no economic benefit from building a new stadium at Moore Park to replace the existing one.
- The average attendance at Allianz Stadium over the past 15 games – a period that includes bumper fixtures such as NRL finals, the FFA Cup final, and a US college football game – is about 16,200 or 40% of the current capacity of 45,000.
- Essential traffic, transport and car parking modelling has not been undertaken and no information has been provided on how cars can be accommodated without impacts on the parkland, or how to avoid newly expanded car parks becoming commuter car parks, thereby increasing congestion in the area.
- On Friday 24 November 2017, the SCG Trust Chair Tony Shepherd said that the SCG Trust would encourage the Centennial Park Trust to put extra public facilities around the Moore Park stadium: "toilets and playgrounds and stuff like that"...The problem with Allianz now is that the spill areas are just too small. You've got to disperse the crowd, you can't have it corralled."
- The Berejiklian government failed to implement a decision by the previous premier, Mike Baird, to change the underlying governance structure of Sydney's stadiums. This would have meant merging the SCG Trust with the other organisations running Sydney's major sporting venues, thus removing destructive competition between Sydney's stadium bodies.

Former Showground Entertainment Quarter

- A 30-year lease on the Entertainment Quarter (EQ) has been bought for \$80 million by Carsingha Investments. Carsingha Investments is planning redevelopment, without any public consultation or disclosure.
- The Moore Park master plan for the EQ proposes commercial elite sporting facilities, a night-time precinct, new access to the stadiums, short-term accommodation and expanded car parking.

- Community groups have argued that revitalisation should focus on accessible community sport and recreation, with possible secondary cultural and creative uses.

Hordern Pavilion and Royal Hall of Industries

- The Government is seeking tenders for the new lease of the Hordern Pavilion and Royal Hall of Industries.
- There is concern the tender could be awarded to an elite sporting code as a 'centre of excellence' and converted into office space. Not necessarily the best use of a large hall on public land.
- More appropriate uses include existing live performance uses and community indoor recreation.

Driver Avenue

- The Moore Park masterplan 2040 signals the possible closure of Driver Ave and this may have significant and ongoing impacts for traffic congestion in the area.

The Alexandria to Moore Park road widening

- The state government is planning to build a major "highway" in the area adjacent to Moore Park and Central Park to disperse the additional traffic anticipated from the building of WestConnex and high density projections for the surrounding areas.
- The Roads and Maritime Services' (RMS) 'preliminary concept design' for the Alexandria to Moore Park Connectivity Upgrade includes the redesign of the Anzac Pde, Dacey Ave and Alison Road intersection.
- Estimated to cost \$500 million, the continuous flow intersection will be largest non-motorway intersection in NSW, bringing thousands of more cars into the area and likely resulting in more compulsory parkland acquisitions and the loss of a further 100 trees.

NOTICE OF MOTION CM/8.10/17.12



Subject: Amplified Music - Bronte Park

TRIM No.: A13/0161

Submitted by: Councillor Masselos
Councillor O'Neill

MOTION:

That:

1. Council reaffirms its policy concerning no amplified music being allowed in Bronte Park.
2. Compliance to this policy be strictly implemented especially over the imminent summer holiday season.

Background

During the summer holiday period it is not unusual for impromptu dance events to be held on grassed areas at Bronte Park; typically near the children's playground at the entrance to the gully or around the huts directly in front of the Bogey Hole swimming hole. In previous years, events have been known to go until late in to the evening, creating serious noise issues for residents overlooking the Park as an amphitheatre affect is caused by the slopes of the park thereby further amplifying the noise. Rangers have been called at various times over the years to shut down such events but every year, they keep reappearing.

NOTICE OF MOTION CM/8.11/17.12



Subject: 'Bondi Badlands' Bashing Victims' Memorial Monument

TRIM No.: A02/0276

Submitted by: Councillor Masselos
Councillor Wakefield

MOTION:

That:

1. Council notes the decision of:
 - a. The December 2014 council meeting that 'endorses in principle the commissioning of a public artwork for Hunter Sculpture Park in remembrance of the victims of the Bondi Badlands, with costs to be met by the Aids Council of NSW (ACON)'
 - b. The May 2016 council meeting "...Council proceeds with the installation of a memorial artwork to commemorate the gays who were murdered as referenced in the Bondi Badlands book between Bondi and Marks Park in the 1980s.'
2. An investigation be undertaken to:
 - a. Identify possible appropriate sites in the Waverley LGA for the location of this monument including Hunter Sculpture Park, Marks Park and other locations
 - b. Consider the cultural, social and historical context of the proposed sites
 - c. Consult with the Public Art committee
 - d. Be in accordance with Waverley's Public Art Policies and guidelines
 - e. Be cognizant of Sculptures By the Sea
3. A report come to Council detailing recommendations and rationale.

Background

In the 1980s, the long concrete walkway skirting the cliff face between the beaches of Bondi and Tamarama was dubbed the Bondi Badlands. It was here that a number of young gay men were dragged to their deaths after nightfall. In particular, Marks Park was the site of several deaths, and the area where some people were last seen.

ACON and the Kirby Institute approached Waverley Council in 2014 to consider erecting a monument to commemorate the lives of those men who were murdered or who went missing, and who were victims of gay hate crimes.

ACON has undertaken to fundraise to cover the cost of this monument and to work with council in the development of the design.

NOTICE OF MOTION CM/8.12/17.12



Subject: Bronte Park - Bins

TRIM No.: A16/0168

Submitted by: Councillor Masselos
Councillor O'Neill

MOTION:

That Council reinstates the bins that have been removed from Bronte Park as a matter of urgency and in time for the summer holiday period.

Background

Over the last six months there has been a removal of almost half of all redlined rubbish bins and recycling bins in Bronte Park. A walk around the park will reveal that a number of empty bin poles which, until recently supported buns. The reduction of bins means that those remaining buns are filled to overflowing as well as people having to walk further to find bins.

Residents report that the halving of the bins was to reduce unsightliness. However overflowing rubbish is more of an eye sore and unhealthy. We need out bins back.

NOTICE OF MOTION CM/8.13/17.12



Subject: Cities Power Partnership

TRIM No.: A17/0645

Submitted by: Councillor Copeland

MOTION:

That:

1. Council notes that Waverley Council has nominated to be included in round two of the Cities Power Partnership (CCP).
2. Should Council be successful in being included in round two, Council will then be required to choose five pledge items within six months from a list of 38 options that form part of the programme.

Background

Council wishes to thank officers for preparing the nomination to the Cities Power Partnership round two, submitted on 14 August 2017. Currently, the rounds consist of groups of 35 Councils. Round one closed in July and contains the 35 Councils who nominated via <<http://citiespowerpartnership.org.au>>.

Round two is scheduled to close at the end of November 2017. Late submissions may be accepted. Following closure of round two submissions, there will be a media launch, and profiles of the next 35 councils will be posted on the CCP website. The deadline for choosing Waverley's five pledges will be June 2018.

Council already has a number of climate-friendly candidate programs in place.

See Cities Power Partnership round two Information at this link: <<http://citiespowerpartnership.org.au/wp-content/uploads/2017/11/CCP-Councils-information-R2-web.pdf>>.

Appendix A lists the 38 Pledge options. Appendix B lists examples of Pledges in action.

NOTICE OF MOTION CM/8.14/17.12



Subject: Security of Crowded Places

TRIM No.: A02/0421

Submitted by: Councillor Betts
Councillor Kay

MOTION:

That Council:

1. Notes the requirements in the recently released Commonwealth document 'Australia's Strategy for Protecting Crowded Places from Terrorism' for local government as an owner and operator of 'crowded places'.
2. Notes that Council has a responsibility to undertake a risk assessment and/or vulnerability objectives for our 'crowded places'.
3. In light of our responsibility, immediately prioritises the preparation of a municipality wide risk assessment of our buildings and open spaces, with a view to identifying contingency plans and mitigation actions as soon as possible. This assessment must recognise the progress made by neighbouring councils, and involve appropriate State and Federal agencies, including the Federal and NSW State Police.
4. In preparing the Community Plan, takes into consideration any cost implications of delivering added protection for our community in 'crowded places'.
5. Prepares a report outlining how the WLEP and WDCP need to be and can be amended to improve security in the public domain and where large groups of people can congregate for all new large developments. This could include increased CCTV coverage.
6. Prepares a report that includes the outcomes of the risk assessment and outlines anticipated costs over each of the next few years associated with protecting our residents and visitors who congregate in 'crowded places' and outlining options for sourcing that funding.

Background

The Commonwealth Government recently published Australia's Strategy for Protecting Crowded Places from Terrorism. The document states that local government plays a key role in the safety and wellbeing of Australian communities, including helping protect crowded places from terrorism. The document also states that given local governments are often responsible for managing civic spaces, public activities etc. 'This means they have the same role and responsibilities as other owners and operators of crowded places, including a duty of care to develop, implement, and regularly test protective security measures.'

The document also refers to the role that local government plays in designing and approving public spaces. In that they are in a unique position to consider and creatively apply protective security during the early

stages of crowded place design. And in doing so the disruptive effect of the public's enjoyment of public spaces can be minimised. The release of this document, particularly the duty of care requirements contained within it in relation to Local Government, now places a clear obligation on Waverley Council to deliver appropriate protection measures for crowded places.

Council has many large projects currently being considered or implemented. Those projects may need to be reassessed in light of this report. The cost of a Municipality wide risk assessment and the subsequent upgrading of any security infrastructure could be considerable and would need to be incorporated in the 2018/19 LTOP and Community Plan.

NOTICE OF MOTION CM/8.15/17.12



Subject: City2Surf - Alcohol-free Marquees

TRIM No.: A17/0601

Submitted by: Councillor Wy Kanak

MOTION:

That Council Officers investigate the possibility of the Council-run Beach Marquee Program for the 2018 City2Surf event becoming alcohol-free.

Background

The Sun-Herald City2Surf Fun Run Event:

- Fairfax Media organises the City2Surf event.
- Council has an agreement with Fairfax Media relating to the production, co-ordination and management of the event.
- Fairfax Media covers all costs associated with the event including (but not limited to) waste services and removal, removal and replacement of fixtures and fittings along the race course, loss of parking revenue, damage caused to Council assets.
- The current agreement runs from June 2014–June 2019.
- A confidential report went to Council March 2014 regarding the licence renewal.
- A City to Surf agreement states that ‘the Event Organiser must promote the Event as an alcohol-free event.’

Beach Marquee Program:

- Waverley Council operates the Beach Marquee Program (including sourcing and supply of marquees, waste management services, liaising with marquee hirers and their suppliers).
- Fairfax Media promotes the availability of the beach marquees through its marketing channels.
- Fairfax Media receives a share of net profit of the Sun-Herald City2Surf Beach Marquee Program (after costs including equipment hire, waste services and staffing are subtracted) as follows:
 - 10% for each marquee hired up to 50 marquees.
 - 50% for each marquee hired, from the 51st marquee up to the limit (70 marquees).
- In 2017, Council hired out 58 marquees to 46 individual organisations as part of the Program.

- The current actuals available for 2017 show \$410,000 income and \$227,000 expenses.
- Any organisation that wishes to serve alcohol in their Bondi Beach marquee must notify Council and must ensure they have the appropriate liquor licence.

**NOTICE OF MOTION
CM/8.16/17.12****Subject:** City2Surf - Indigenous Marathon Foundation**TRIM No.:** A17/0649**Submitted by:** Councillor Wy Kanak**MOTION:**

That Council in negotiations for the 2018 City to Surf, and future City to Surf Agreements, requests Fairfax Media to invite a team of up to eight athletes from the Indigenous Marathon Programme to participate in the 2018, future events, and that these athletes are sponsored by Fairfax Media and other participating and/or supporting organisations, and that sufficient funds are provided by sponsors for athletes' travel and expenses including accommodation in Sydney for the weekend of the event.

Background

Rob de Castella, two time men's winner of the Sydney City to Surf (1977 and 1982), has set up the charitable Indigenous Marathon Foundation as a mechanism for developing indigenous athletes from remote communities. These athletes are carefully selected for training towards the annual New York City Marathon. See <<http://www.imf.org.au>>.

Sponsoring up to eight athletes to participate in the 2018 City to Surf, and future events, will offer an ideal training opportunity.

URGENT BUSINESS
CM/9/17.12**Subject:** Urgent Business**Author:** Cathy Henderson, Acting General Manager

In accordance with Clause 241 of the Local Government (General) Regulation 2005 and Section 3.5 of Council's Code of Meeting Practice, business may be transacted at a meeting of Council even though due notice of the business has not been given to Councillors. However, this can happen only if:

1. the business proposed to be brought forward is ruled by the chairperson to be of great urgency; and
2. a motion is passed to have the business transacted at the meeting.

Such a motion can be moved without notice.

Only the mover of a motion can speak to the motion before it is put. A motion to have urgent business transacted at the meeting requires a seconder.

For business to be considered urgent it must be of a kind:

1. that requires immediate action or attention, and
2. that cannot be dealt with as a Mayoral Minute or Notice of Motion at a later meeting or by any other means.

The mover of the motion must, when speaking to the motion, explain why he or she believes the business to be of great urgency.

CLOSED SESSION
CM/10/17.12**Subject:** Moving into Closed Session**Author:** Cathy Henderson, Acting General Manager**RECOMMENDATION:**

That:

1. Council moves into closed session to deal with the matters listed below, which are classified as confidential under the provisions of Section 10A (2) of the Local Government Act 1993 for the reasons specified:

CM/10.1/17.12 CONFIDENTIAL REPORT - Petition - Affordable Housing Tenancy Extension

This matter is considered to be confidential in accordance with Section 10A(2)(b) of the Local Government Act, and the Council is satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest as it deals with discussion in relation to the personal hardship of a resident or ratepayer.

CM/10.2/17.12 CONFIDENTIAL REPORT - Confidential Legal Matter

This matter is considered to be confidential in accordance with Section 10A(2)(g) of the Local Government Act, and the Council is satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest as it deals with advice concerning litigation, or advice as comprises a discussion of this matter, that would otherwise be privileged from production in legal proceedings on the ground of legal professional privilege.

2. Pursuant to Section 10A(1), 10(2) and 10A(3) of the Local Government Act 1993, the media and public be excluded from the meeting on the basis that the business to be considered is classified confidential under the provisions of Section 10A(2) of the Local Government Act 1993.
3. The correspondence and reports relevant to the subject business be withheld from the media and public as provided by section 11(2) of the Local Government Act 1993.

Introduction/Background

In accordance with section 10A(2) of the Act, a Council may close part of its meeting to deal with business of the following kind:

- (a) personnel matters concerning particular individuals.
- (b) personal hardship of any resident or ratepayer.
- (c) information that would, if disclosed, confer a commercial advantage on a person with whom 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 a person who supplied it: or
 - ii confer a commercial advantage on a competitor of Council;

- iii reveal a trade secret.
- (e) information that would, if disclosed, prejudice the maintenance of law.
- (f) matters affecting the security of Council, Councillors, Council staff and Council property.
- (g) advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the grounds of legal professional privilege.
- (h) information concerning the nature and location of a place or an item of Aboriginal significance on community land.
- (i) alleged contraventions of any Code of Conduct requirements applicable under Section 440.

It is my opinion that the business listed in the recommendation is of a kind referred to in section 10A(2) of the Local Government Act 1993 and, under the provisions of the Act and the Local Government (General) Regulation 2005, should be dealt with in a part of the meeting that is closed to members of the public and the media.

Pursuant to section 10A(4) of the Act and clause 252 of the Local Government (General) Regulation, members of the public may make representations to the meeting immediately after the motion to close part of the meeting is moved and seconded, as to whether that part of the meeting should be closed.

**RESUMING IN OPEN SESSION
CM/11/17.12****Subject:** Resuming in Open Session**Author:** Cathy Henderson, Acting General Manager**RECOMMENDATION:**

That Council resumes in Open Session.

Introduction/Background

In accordance with Clause 253 of the Local Government (General) Regulation 2005, when the meeting resumes in open session the Chair will announce the resolutions made by Council, including the names of the movers and seconders, while the meeting was closed to members of the public and the media.